

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE COUNTY OF ESSEX

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2974.2

Term: April 1, 2019 – March 31, 2022

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ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The Union acknowledges that it is the right of the Corporation to hire, promote, demote, transfer, suspend, or otherwise discipline and discharge an employee for just cause, provided that procedures contrary to this Agreement are not used and the right of the Union and/or employee to lodge a grievance to the manner and extent herein provided it be dealt with in accordance with the grievance procedure hereinafter detailed.
- 1.02 The Union recognizes the right of the Corporation to operate and manage, in accordance with its obligations to the community at large, and to make and to alter from time to time rules and regulations to be obeyed by the employee, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and any changes therein from time to time shall not be enforced by the Corporation until they have been posted on the intranet normally used for this purpose for a period of at least one week and sent by email.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01 The Corporation or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees and its Local 2974.2 as the sole and exclusive Collective Bargaining Agent for all paramedics and other employees employed in the Essex-Windsor Emergency Medical Services Department, save and except supervisors, District Chiefs, Captains, persons above the ranks of supervisor, District Chief and Captain, volunteers and administrative assistants, and hereby agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties, arriving towards a peaceful and amicable settlement of any differences that may arise between them.

Except where specifically noted all rights, benefits and conditions shall apply to all employees covered under this collective agreement.

- 2.02 No employee shall be required or authorized to make any written or verbal agreement, which may conflict with the terms of the Collective Agreement.
- 2.03 In respect of employees covered by this Agreement, the Corporation shall not recognize during the currency of the Agreement any other Bargaining Agent in respect of any matters herein dealt with.
- 2.04 Right of Fair Representation
- (a) 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 representative(s) shall, upon request, be granted reasonable access to the Employer's premises in order to deal with any matters arising out of this

Collective Agreement.

(b) Members of the Bargaining Unit shall have the right to Union representation from within the Bargaining Unit in any dealings with the Employer that may result in disciplinary action being taken against the employee. When the employer intends to have a meeting with an employee on a matter that may involve discipline, the employer shall notify the employee in advance of the purpose of the meeting in order that the employee may contact his or her Union Steward. The Union Steward shall have adequate time to consult with the employee and any other Union Representative, provided that this does not result in any undue delay of the action to be taken by the Employer. It is understood and agreed that the right to Union representation shall not be exercised during the usual or routine non-disciplinary discussions between supervisors and members of the Bargaining Unit.

(c) The Employer shall provide quarterly, to the President and Recording Secretary of the Union, updated lists of bargaining unit members. Such list shall include contact numbers and addresses of those bargaining unit members who have authorized the Employer to do so. Authorization will be done using a form provided by the Union, which shall be forwarded to the Human Resources Department.

In addition, authorized information regarding newly hired employee, will be forwarded to the Union within two (2) weeks of the start date of the new employee.

2.05 (a) A part-time employee is a person who, over a period of four (4) weeks, works for not more than one hundred and twenty (120) hours. Part time Employees will be eligible to work 160 hours in a four (4) week schedule during peak vacation periods inclusive of June 1 – Labour Day, December 15 – January 15, and March Break.

(b) Unless otherwise stated in the Collective Agreement, the following benefits shall be prorated:

Sick Leave

Longevity Pay

Vacation

Paid Holidays (not to include the float holiday)

Eligibility for paid holidays shall be considered as per Article 17.03.

2.06 Full-Time Employee

A full time Employee is one who is regularly scheduled for one hundred and sixty (160) hours over a four (4) week period, save and except the position of Emergency Measures Coordinator who is regularly scheduled 32.5 hours per week. These employees shall be entitled to all benefits of the Collective Agreement.

2.07 Temporary Employees

Those hired for the purpose of replacing permanent employees for no longer than twelve (12) months, who have been granted a leave of absence authorized under this agreement, they shall receive all applicable benefits of the Collective Agreement.

If the employee on leave does not return, the job shall be posted.

2.08 Student Employees

Student shall mean a person attending school, college or university on a full-time basis and who has indicated their intention to return to school. Such student employees shall not attain seniority under this agreement and shall receive no benefits under this agreement unless specifically stated.

No students shall be hired if any member in a department who has achieved seniority has been laid off nor shall such student be hired to displace any member of the bargaining unit who has achieved seniority.

2.09 (a) Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit, shall not perform the duties of any jobs, which are included in the Bargaining Unit, except in cases of emergencies, training of employees or other circumstances mutually agreed upon by the parties.

(b) Subject to 2.10, no permanent full-time member of the Bargaining Unit in the employ of the Corporation as of the first day of January 2006, shall be laid off during the term of the Contract as a result of the Corporation contracting out all, or in part, work then being performed by such member.

2.10 Government or Make-Work Employees

Temporary projects funded primarily by Government grants shall be subject to Article 2.09 as far as practicable to do so. Should funding problems arise to the extent that the program is in jeopardy of continuing, then the County will enter into discussion with the Union to seek acceptable alternatives to contracting out of the service being performed.

The parties agree that the following provisions shall be applied with respect to Government Grant and/or Job Creation Programs. It is understood and agreed that any or all said provisions may be amended for a specific project or program without prejudice or precedent where the parties agree that such amendments are appropriate.

- 1) The Employer agrees to provide the Union with a copy of all applications for Government Grant or Job Creation Projects at the time such applications are made.
- 2) The Union will agree to endorse applications which meet the terms and conditions of the Collective Agreement and will notify the Employer within ten (10) days of receipt of application which the Union does not feel meet these terms and conditions.
- 3) New employees hired solely for the purpose of a Government Grant or Job Creation Project shall receive, in regards to benefits, statutory benefits only. (e.g. vacations, paid holidays)
- 4) Rates of Pay shall be in accordance with Schedule "A" or as established by mutual agreement between the Union and the Employer.
- 5) Hours of work shall be as set out in the program application.
- 6) OVERTIME: No overtime will be permitted for any worker in the program.
- 7) JOB POSTINGS: Applicants from employees on Government Grant or Job Creation Projects shall not be considered until after any applications from employees with seniority.
- 8) LAY OFFS: As workers hired for a definite term on a specific project, the provisions of Section 40(1) and (2) of the Employment Standards Act shall not apply to new employees hired solely for the purpose of a Government Grant or Job Creation Project.
- 9) DURATION OF EMPLOYMENT: No Government Grant or Job Creation Project employee shall be employed for more than six (6) consecutive months without the agreement of the Union. Where the Union agrees to a term of employment longer than six (6) months, seniority shall not be acquired unless specifically provided for in such agreement.
- 10) UNION MEMBERSHIP DUES AND ORIENTATION: In accordance with the provisions of the Collective Agreement, the Employer shall acquaint new employees of the fact that a Union Agreement is in effect and the conditions of employment as set out in said Agreement and this letter.
- 11) JOB SECURITY: Government Grant and Job Creation employees shall be laid off prior to employees with seniority and no new Government Grant or Job Creation employees will be hired while any employee with seniority is on lay-off.

12) It is agreed that in the event that a laid-off employee or an employee about to be laid off does not wish to work on a current and/or future project or is deemed by the Employer and the Union to be non-suited for the work involved in said project, the provisions of sub-section 11 shall not apply with respect to such employee.

13) Copies of all Grant Applications and correspondence related thereto shall be processed in accordance with Article 7.01 of the Collective Agreement.

2.11 Any employees affected by contracting out shall be entitled to all provisions of this Collective Agreement including seniority and lay-off rights.

2.12 The word "Employee" shall refer to all employees within the bargaining unit.

ARTICLE 3 - RELATIONSHIP

3.01 The Corporation and the Union mutually agree, that no employee shall be, in any manner, discriminated against, coerced, restrained, or influenced, because of their race, sex, religious affiliation, national origin or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

The above shall also include the harassment of any employee by any member of the Corporation or the Union. Claims of Harassment will first be dealt with through the Corporate Harassment policy. If a harassment issue addressed through the Corporate Harassment policy is not resolved to all parties satisfaction within 30 days of receipt of said claim, a grievance may be filed in accordance with Article 9.03c.

3.02 The Corporation and the Union recognize that this Agreement is subject to all Government Acts, Legislation and regulations as they apply to all employees and to the Corporation.

3.03 To create harmonious relationships between the parties hereto, any problems confronting the Union and which are not likely to be the subject of a grievance shall be discussed with an appropriate Deputy Chief. If a settlement satisfactory to the Union is not reached, the Union may so inform in writing the Chief or designate, who shall direct the appropriate Committee of the Corporation to meet with the Union as soon as mutually convenient.

3.04 Any employee may view the Corporation's file on such employee upon request to the Deputy Chief, Operations.

An employee shall have the right to make copies of any material contained in his/her personnel file. The Corporation agrees to make one copy of any item requested by the employee, at his/her expense.

The Employer cannot rely on information that an employee was not aware of at the time of filing.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

4.01 Within one (1) week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within six (6) months of employment.

ARTICLE 5 - CHECK OFF UNION DUES

5.01 The Employer shall deduct from every employee any dues, initiation fees, or special assessments levied by the Union on its members.

5.02 Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names from whose wages the deductions have been made.

5.03 At the same time that Income Tax (T4) slips are made available, the Employer shall provide the amount of Union dues paid by each Union member in the previous year.

ARTICLE 6 - NEW EMPLOYEES

6.01 A representative of the Union shall be given the opportunity upon completion of orientation, within regular working hours without loss of pay, for the purpose of acquainting the new Employees with the benefits of the Union membership including the duties of the Union under this contract.

6.02 All new employees shall be presented with a copy of the Agreement by the Corporation on commencement of employment.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties, arising out of this Agreement or incidental thereof, shall pass to and from the Employer, the author of the letter and the Secretary of the Union, with a copy to the National Representative of C.U.P.E. and the Chief and Human Resources Department. It is understood that all names and addresses shall be updated from time to time shall be forwarded to the Corporation.

7.02 a) The Employer shall provide to the president/designate of the local an electronic copy of the four (4) week paramedic schedule, as well as the hours worked report. The

schedule and the report shall be emailed within 72 hours after the closing of the schedule.

- b) If the president/designate needs to arrange a meeting regarding the schedule they will arrange a meeting with the scheduling supervisor within 72 hours of receiving the data.

ARTICLE 8 - GRIEVANCE/NEGOTIATIONS/LABOUR MANAGEMENT

8.01 Any representative of the Union, in the employ of the Corporation, shall have the privilege of attending meetings for the purpose of dealing with a complaint or grievance or the negotiation of a new agreement held within working hours without loss of remuneration, provided such employee(s) through the President of the Union, first obtains permission from his/her Deputy Chief or authorized representative. Time so spent shall be deemed to be work time.

8.02 Permission to Leave Work

The Union recognizes that each Steward and Grievance Committee member is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward or Grievance Committee member shall leave his/her work without obtaining the permission of his/her Supervisor/District Chief, which permission shall not be unreasonably withheld. Such time to investigate the grievance shall not be excessive nor abused. The aforementioned time spent investigating disputes and processing grievances shall be considered time worked and shall result in no loss of remuneration of the employees involved.

8.03 (a) Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward or Grievance Committee member shall assist any employee, which the Steward represent, in preparing and presenting his/her grievance in accordance with the grievance procedure. The Employer agrees that the Grievance Committee member shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.

(b) Grievance Meetings

Step 1 grievance meetings shall include two (2) representatives of the Union plus the grievor(s). Step 2 grievance meetings shall include three (3) representatives of the Union plus the grievor(s).

(c) Negotiations Committee

The Negotiations Committee shall consist of both equal Union and Employer Representation. The union will have up to eight (8) representatives from the bargaining unit including the Local President and the National Representative. The Employer will have up to eight (8) representatives.

8.04 Joint Job Evaluation Committee (Including the Steering Committee)

No Union employee shall suffer any loss of wages, seniority or benefits by reason of the time spent at a joint Employer/Union meeting involved in the Joint Job Evaluation Committee (including the Steering Committee).

8.05 Labour Management Committee

A Labour Management Committee shall be established consisting of up to three (3) representatives of the Union, one of whom shall be the Local President with up to three (3) alternates who shall only attend if needed to replace the full-time representatives, and up to three (3) representatives of the Employer, one of whom shall be the Chief. Representatives from non-Paramedic groups will attend when required to resolve issues arising in other departments. Other participants may also attend as mutually agreed.

Time spent with this Committee shall be considered time worked, taking into consideration the circumstances of the individual employees shift work.

Function of the Committee

The Committee shall develop a mandate for its continued consideration, which shall include:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- 2) Reviewing suggestions/questions from employees, including those related to operations, but shall not include active grievances.
- 3) Correcting conditions causing grievances and misunderstandings.
- 4) Other items, from time to time, which are felt to be appropriate by a majority of the Committee members.

Meetings of the Committee

The Committee shall meet as necessary, but at least once every two months at a mutually agreeable time and place. Its members shall receive a notice, and agendas will be exchanged at least 72 hours in advance of the meeting.

Minutes of the Meetings

Minutes of each meeting of the Committee shall be prepared by a designate selected from each side and responsibility shall be alternated between meetings. The designate will prepare the minutes and distribute them to the Director, Human Resources (or designate) and the President of the local (or designate) for approval within two weeks (14 days) of the meeting. The parties shall then respond to each other within one week (7 days) noting approval or non-approval. Following approval, the Employer will type and post the minutes in all stations within one (1) week.

Jurisdiction of the Committee

The Committee shall not have jurisdiction over any matter of collective bargaining, including the administration of the Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions. However, in the spirit of fairness and trust between the two sides, it is expected that all discussion and conclusions be taken seriously and that actions to all discussions and conclusions will be pursued and implemented in a timely manner.

Bargaining Unit members attending these meetings shall be granted appropriate time off, giving special consideration to the needs of the members in relation to his/her scheduled shifts, as well as legislative requirements regarding time off between shifts. If a member of the Bargaining Unit is required to attend outside his/her regular scheduled hours of work, then such employee shall be entitled to pay equivalent to the amount of time spent in such meetings, to be taken as lieu time.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 (a) The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- (b) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 9.02 No grievance shall be considered where the circumstances giving rise to it occurred, or where the employee became aware of the occurrence or infraction more than thirty (30) calendar days before the filing of the grievance.

9.03 It is understood that prior to a grievance being submitted, the affected Employee and/or the Union shall discuss the complaint with the Grievor's direct district chief/supervisor, who shall have an opportunity to adjust the complaint. Failing resolve with the grievor's direct district chief/supervisor the grievance shall be submitted as follows:

Step 1 Following submission by the union of the grievance to the Chief or Deputy Chief, the Chief or designate, the Grievor and a Representative of the Union shall arrange a meeting within four (4) working days (excluding paid holidays and weekends) to discuss the grievance. If a settlement satisfactory to the employee and/or the Union Grievance Committee is not reached within four (4) working days (excluding paid holidays and weekends) from the parties discussing the grievance (or any longer period, which may be mutually agreed upon), the grievance may be presented as follows:

Step 2 If a settlement satisfactory to the employee and/or the Union Grievance Committee is not reached within four (4) working days (excluding paid holidays and weekends) after Step Number 1 hereof (or longer period which may be mutually agreed upon), a meeting shall be arranged with the Chief Administrative Officer within ten (10) working days (excluding paid holidays and weekends) and a decision shall be rendered by the Chief Administrative Officer. At this stage the aggrieved Employee may be accompanied by at least one (1) representative of the Union if their presence is requested by either party.

Step 3 If final settlement of the grievance is not completed within ten working days (excluding paid holidays and weekends) after deliberations have concluded between the Union Grievance Committee and the Chief Administrative Officer, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to Arbitration as provided herein, at any time within twenty one working days (excluding paid holidays and weekends) thereafter but not later. If the Grievor or Union does not advise the Chief Administrative Officer of their intent to proceed to arbitration within the twenty one days, it will be understood that they concur with the decision of the Chief Administrative Officer and will not proceed to arbitration.

9.04 Replies to grievances shall be in writing at all times.

9.05 Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

9.06 The Corporation shall supply the necessary facilities for the grievance meetings.

9.07 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such a question or grievance may be directly submitted to the Chief Administrative Officer for consideration and any

steps of the Grievance Procedure may be by-passed. The Chief Administrative Officer shall arrange the meeting and render a decision within ten (10) working days of the conclusion of the grievance meeting (excluding paid holidays and weekends).

- 9.08 The time limits set forth in the grievance procedure may be extended at any time upon the mutual agreement of the Corporation and the Union.
- 9.09 (a) Should the parties jointly determine that, having completed Step Number (b) per Article 9.03, the issue under grievance could potentially be resolved through a non-binding mediation process, such process shall take place prior to the issue being heard at arbitration. The subsequent mediation process will not prevent either party from filing for arbitration per Article 9.03 (c) prior to the mediation taking place.
- (b) The parties will jointly select the mediator and shall share equally the fee charged by said mediator.
- (c) The mediation session shall be conducted in accordance with the following:
- (i) it shall be informal
 - (ii) no briefs shall be filed or transcripts made
 - (iii) there shall be no formal evidence rules
 - (iv) each parties case shall be presented by a previously designated representative - Legal Counsel shall not be permitted
 - (v) the mediator shall have the obligation of assuring that all necessary facts and considerations are brought forward by the representatives of the parties, and that the mediation session is fair.

ARTICLE 10 - ARBITRATION

- 10.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 9 above and which has not been settled, will be referred to Arbitration at the request of either of the parties hereto.

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement, within five (5) working days thereafter each party shall name a sole arbitrator for approval by both parties and notify the other party of the name and address of its appointee.

Where the parties mutually agree to a Board of Arbitration, such Board will act instead of

the sole arbitrator. The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third (3rd) person to act as Chairperson chosen by the other two (2) appointees of the Board.

If the parties fail to agree upon the name of the Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within five (5) working days, the appointment shall be made by the Minister of Labour upon the request of either party, and the said Minister shall nominate a Chairperson.

10.02 Who may be an Arbitrator/Chairperson

No person shall be selected as an Arbitrator/Chairperson who:

- (a) is acting or has, within a period of six (6) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties;
- (b) has any pecuniary interest in the matters referred to the Board.

10.03 Arbitrator/Board of Arbitration Procedure

The Arbitrator/Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it.

10.04 Arbitration Decision

The decision of the Arbitrator/Board of Arbitration shall be final and binding on all parties, but in no event shall the Arbitrator/Board of Arbitration have power to alter, modify, or amend this Agreement in any respect. The decision of a majority is the decision of the Board of Arbitration but if there is no majority, the decision of the Chairperson governs, and is binding upon all parties thereto.

10.05 Expenses

Each party shall pay:

- (a) The fee and expenses of the Nominee it appoints.
- (b) One-half (½) of the fees and expenses of the Chairperson/Arbitrator.

10.06 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement.

10.07 Witness

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s)/Board of Arbitration to have access to any part of the Corporation's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.01 Any employee (save and except a probationary employee) may be dismissed only for just cause and only upon the authority of the Chief. Such employee and the Union shall be advised promptly in writing by the Chief of the reason(s) for such dismissal.
- 11.02 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee may be immediately reinstated in his former position, without loss of seniority and may be compensated for all time lost at the rate equal to his 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.
- 11.03 If an employer deems it necessary to notify an employee in writing of any expression of dissatisfaction concerning the employee's work, a copy of the complaint shall be sent within ten (10) calendar days of the event or, learning of the event, with a copy to the President of the Union unless the employee requests otherwise.

Where the employer deems it necessary to include individual(s) or outside agencies as part of an investigation of an event, the employer shall have up to sixty (60) calendar days (excluding paid holidays) to notify an employee in writing of an expression of dissatisfaction. The employer will provide the employee with notification that individuals, or outside agencies have been contacted in the investigation process prior to invoking the 60 calendar day clause.

- 11.04 The employee's reply to such complaint of dissatisfaction shall become part of his/her record. The record of an employee shall not be used against him/her at any time after eighteen (18) months following the incident, providing the employee has been reprimand and discipline free for the eighteen (18) month period.

ARTICLE 12 - SENIORITY

- 12.01 (a) Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to the certification or recognition of the

Union. Seniority shall operate on a bargaining-unit-wide basis unless otherwise provided.

- (b) The following calculations shall be used in determining accrued seniority status of part time employees transferring to full time status 2,080 hours = 1 year.
- (c) An employee who transfers from full-time status to part-time shall have their seniority status translated to hours based on the formula in Article 12.01(b).
- (d) An Employee's seniority date, resulting from the application of Articles 12.01(b) and 12.01(c) from the date of ratification of this collective agreement forward, shall not precede their date of hire.
- (e) For the purposes of seniority, overtime shall not be counted.
- (f) Part-time employees, while stationed on Pelee Island will accrue seniority credits for the hours they spend on standby. Seniority for these standby hours will be calculated at one quarter (1/4) hour of seniority for each full hour of standby time. These hours will only be calculated at the beginning of January and July of every year.
 - 1) Standby seniority hours shall not be considered hours worked for the purpose of scheduling within the current 4-week pay period.
 - 2) Total seniority credits accrued in any 4-week pay period shall not exceed the total allowable hours of work for part-time Paramedic employees in the same 4-week pay period.

12.02 The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be emailed to the Union and all bargaining unit employees in January and July of each year.

12.03 (a) Seniority for New Employees

New non-Paramedic employees shall be regarded as probationary employees for the first six (6) calendar months.

(b) New non-Paramedic Part-Time, Temporary, and Seasonal Employees hired after January 1, 1988, shall have their probationary period calculated on the following basis. For employees working on a:

32½ hour week schedule	- 385 hours
35 hour week schedule	- 420 hours
37½ hour week schedule	- 444 hours
40 hour week schedule	- 474 hours

or six (6) months, whichever occurs last.

(c) New Paramedic employees shall be regarded as probationary employees for the first 2080 hours worked or twelve (12) months, whichever occurs last.

(d) At the expiration of said time for (a), (b) and (c) above, the employee shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by an absence of no more than four (4) consecutive weeks. Where an absence extends beyond four (4) consecutive weeks, the probation period will be extended by the length of the absence from the job for which they were hired for.

12.04 An employee shall lose all seniority and employment for the following reasons. If such employee:

(a) resigns or retires;

(b) is discharged for just cause and is not reinstated pursuant to the terms of this Agreement;

(c) is absent from work, without leave of absence for more than two (2) consecutive days, unless there was reasonable justification for such absence;

(d) is laid off and fails to report for work within five (5) calendar days from the receipt of the employer's notice by registered mail to return to work, unless the employee can substantiate that they are unable to return because of sickness and/or accident;

(e) is laid off for a period of more than twenty-four (24) consecutive months;

(f) is transferred to a position outside the Bargaining Unit and does not return to a position in the Bargaining Unit within twelve (12) consecutive months;

(g) subject to the provisions of the Ontario Human Rights Code, an absence for eighteen (18) consecutive months, if employed less than (1) year, or an absence from work for twenty-four (24) consecutive months if employed more than one (1) year, unless the employee can provide evidence that he/she will be able to return to work within a reasonable time period beyond such period.

(h) Part-time employees must work a minimum of thirty six (36) shifts in a calendar year unless on an approved leave, at which time the maximum number of shifts would be pro-rated (i.e. 6 months would be 18 shifts)

12.05 Seniority - Transfers to Position Outside the Bargaining Unit

No employee shall be transferred outside the Bargaining Unit without their consent.

An employee who transfers to a position outside the Bargaining Unit and returns to a position within the Bargaining Unit within twelve (12) consecutive months, shall not be credited with seniority for the period of time spent outside the Bargaining Unit but shall retain the seniority they possessed at the time of transfer from the Bargaining Unit.

Furthermore, the said employee must return to the bargaining unit for a minimum of thirty (30) calendar days prior to transferring to a position outside the bargaining unit.

It is understood and agreed that such employee shall not be able to transfer into a Bargaining Unit position after twelve (12) consecutive months nor displace any other Bargaining Unit member by transferring back to the Bargaining Unit within the aforementioned time period.

Such employee must return as a bargaining unit employee for thirty (30) calendar days prior to transferring to a position outside the bargaining unit.

12.06 Effective July 21, 2011, seniority for part-time Paramedics shall be calculated by all regularly scheduled and paid hours. All overtime hours are excluded in calculating seniority credits.

12.07 Temporary Full-Time Positions:

Effective May 13, 2011, seniority for employees working in a temporary full-time position shall accrue for all regularly scheduled and paid hours (overtime hours excluded). Seniority will also accrue from the first day of illness as referenced in article 19.08 of the collective agreement. All other seniority provisions shall be given their true meaning as defined in the collective agreement.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 (a) When filling a vacancy that occurs, or when a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice via intranet and email of the position for the purpose for a period of seven (7) calendar days for the purpose of permitting any member of the Bargaining Unit to make an application thereof.

(b) The Corporation shall fill temporary vacancies arising due to the absence of permanent employees on pregnancy/parental leave or another approved leave of absence of fixed duration of ninety (90) or more calendar days by offering such opportunities to employees in order of their seniority and classification (ACP,

PCP).

Any leaves of ninety (90) days or more will be awarded within 7 days of the posting coming down.

Once the Corporation fills the temporary vacancy, the Corporation will confirm in writing to the affected employee and to the union: the appointment to the temporary vacancy, the location, start date and anticipated end date of the temporary vacancy. Employees appointed to a temporary vacancy shall work the regular schedule that the absent employee would work for a period not to exceed twelve (12) months.

(c) It is agreed and understood that subject to Article 13, temporary vacancies of less than ninety (90) calendar days in duration need not be posted and will be administered as an open shift on the schedule.

The determination to fill such vacancy shall be at the discretion of the Corporation. Subject to Article 13.03, in filling such vacancies, the Employer shall afford employees covered by this Collective Agreement the opportunity to fill such temporary vacancies before hiring any new employees.

(d) Any employee who applies for a temporary vacancy must be available to commence work on the effective date of the posting, to be deemed the successful applicant under Article 13.03, unless absent due to short-term illness of less than three (3) days, approved vacation or bereavement leave.

In the situation where more than one (1) Paramedic is being replaced through a temporary posting, the return to work of any Paramedic will result in the ending of the temporary assignment of the Paramedic with the least seniority.

(e) When any full-time or temporary full-time Paramedic vacancy has been posted, any further vacancies (e.g. Flex Float or Permanent) that may be available as a result will be filled by qualified applicants who respond to this posting in order of seniority.

13.02 Such Notice Shall Contain the Following Information

Job postings will contain the following: nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job functions, contained in the current Job Description and/or Questionnaire. All Job Postings shall state "This position is open to all internal applicants".

13.03 (a) In making staff changes, transfers and promotions within the Bargaining Unit, appointments shall be made of the applicant with the greatest seniority who

possesses the skill, competence and ability necessary to perform the job. It shall be firstly by Departmental basis, secondly by Bargaining Unit basis.

(b) The Corporation shall not advertise any Bargaining Unit position outside until such positions are posted internally. Applications from employees within the Bargaining Unit shall have preference for first interview and appointment to the position provided the employee has the qualifications and skills required.

(c) Should no seniority employees as described in Article 12.03 of the Collective Agreement apply for a job posting, the employees covered by the Collective Agreement with less than six (6) months seniority from their date of hire shall be considered as per Article 13.03 but on the basis of Bargaining Unit seniority only.

13.04 The successful applicant shall be given a trial period of thirty (30) working days, during which time he/she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

13.05 The Secretary of the Union shall within five (5) working days, be sent a copy of letters given to employees with regards to appointments, hirings, layoffs, transfers, recalls and terminations of employment.

13.06 Staff Training

The Corporation shall provide time off with pay, if necessary, for any employee required by the Corporation to write exams in any course that will result in improving the employee's ability to perform his job with the Corporation.

13.07 a) In selecting an applicant to fill a TFTV, the employer shall grant the vacancy based on seniority and classification (ACP, PCP). Seniority will be calculated as of the pay prior to the job posting closing.

1. The successful applicant to a TFTV shall work the schedule that gave rise to the vacancy (not inclusive of shift changes).

2. At no time would two ALS be awarded to be scheduled together. You must apply to the classification to which you are certified.

3. There will be no more than a maximum of two (2) full time employees in a TFTV at any one posting. Any subsequent staff appointments shall be considered from the part time paramedic applicant group.

4. A part-time paramedic who is employed in a TFTV shall be considered a part-time paramedic for the purpose of being considered for another TFTV that is posted.

5. If a paramedic is awarded the TFTV and their scheduled hours are affected because of the schedule change (ie. accepting a schedule change that has them moving from nights to days with no break in between, or a rotation change), they must either accept additional shifts that will balance their hours if operationally feasible and within the provisions of the collective agreement, or use banked time or unpaid leave to balance their schedule.

b) Once a TFTV is discontinued, the paramedic employed in the TFTV shall be returned to the vacancy in which he/she was employed prior to becoming employed in any TFTV.

1. For greater clarity, an employee who is the successful applicant to a TFTV, and who had been employed in another TFTV, shall have no continuing rights or claims to the former TFTV, including in the case where the second TFTV is eliminated. In that case the employee shall be returned to the position which she/he last held before filling a TFTV, assuming that position exists. Otherwise, she/he may exercise any rights afforded to her/him by the Collective Agreement.

2. In this case, all displacements or work changes of any kind that occasioned or required by the TFTV will be reversed. As per article 13.01.

13.08 (a) A full-time Employee may elect to change status to part-time at any time. Such a change in status must be maintained for one (1) year after which the Employee would be able to post on any full-time positions or temporary full-time positions.

(b) An Employee may take advantage of this clause only once in their career but does not preclude the Employee from applying for any regular part time job posting.

(c) The Employee must provide at least four (4) weeks' notice prior to a new schedule period to the Deputy Chief responsible for scheduling, or designate, for their election to change from full-time to part-time.

- (d) The status change will take place at the beginning of a 4 week schedule.

13.09 Respecting Accommodation of an Employee as Third Paramedic on an Ambulance

The Employer and the Union have considered all of the circumstances requiring accommodation and the potential accommodation alternatives and they have agreed that accommodation as a third paramedic on an ambulance is warranted only in some circumstances;

- (a) The Employer and the Union agree that there is no productive or value added work for a third paramedic on an ambulance and there are no other reasons which would require an ambulance to be staffed with a third paramedic. In addition to considering the availability of work, the Employer and the Union have considered the potential consequences of accommodation to other employees of the Employer, the costs to the Employer and the delivery of safe, efficient and effective emergency services to the public. Accordingly, the Employer and the Union agree that there does not exist any workplace accommodation alternative of a permanent or long term nature that would involve an employee working as a third paramedic on an ambulance.
- (b) An Employee who is disabled, and who presents medical evidence to the Employer to establish that disability, shall be considered for workplace accommodation in accordance with this Article.
- (c) Accommodation as a third paramedic on an ambulance shall be considered as a workplace accommodation alternative only to reintegrate a disabled employee to his or her pre-disability employment, and to the full duties of such employment.
- (d) Accommodation as a third paramedic on an ambulance may only be considered in conjunction with a broader return to work plan, which would include the disabled employee returning to his or pre-disability employment and to the full duties of such pre-disability employment.
- (e) An employee must satisfy all of the following conditions in order to be considered for accommodation:
 - 1. _____ An Employee must not have performed his or her regular duties as a paramedic, as a result of a disability for a period of at least 90 calendar days.
 - 2. _____ An Employee must, in advance of being considered for accommodation, provide the Employer with medical evidence which establishes that he or she is likely to be capable of returning to pre-disability employment, and to the full duties of such pre-disability employment (with only such restrictions that would allow the employee to work on an ambulance

without comprising the delivery of emergency health services), within 90 calendar days of the date that the accommodation is expected to commence.

i. _____ The Employer may request that the employee deliver a completed functional abilities form that is paired together with the employee's physical demands analysis, or other medical evidence, to confirm that the employee may safely, and without risk of injury to him/herself, his/her co-workers or to the public, perform the work required of a paramedic riding third for the expected duration of the accommodation.

3. _____ While there may be circumstances where it is appropriate for the employee receiving accommodation to be assigned driving responsibilities, the employee will be expected to attend to patients as part of the accommodation and will not be assigned exclusively to drive.

- (f) Accommodation as a third paramedic on an ambulance shall not continue for more than 90 calendar days per occurrence, calculated from the date that the accommodation commenced.
- (g) Accommodation as a third paramedic on an ambulance may not be offered to an employee more than once in each 24 month period.
- (h) Prior to accommodating an Employee as a third paramedic on an ambulance, the Employer and the Union will consider whether it is appropriate to accommodate an Employee by assigning him or her materials management duties, and the Employer and the Union agree that, in most cases, progression from materials management work to working as a third paramedic on an ambulance would be appropriate accommodation.
- (i) Except where operational reasons require otherwise, the Employer and the Union agree that the Employee accommodated as a third paramedic on an ambulance shall be assigned, for the duration of such accommodation, to ambulance bases in the Tecumseh- Windsor- LaSalle Corridor.
- (j) The Employer and the Union recognize that the accommodation of an Employee as a third paramedic on an ambulance requires advance planning and that accommodation may be reasonably delayed, notwithstanding that the employee may have satisfied the conditions as set out in this Article. In order to facilitate such planning, an employee must provide the Employer with as much notice of the proposed effective date of the accommodation as is possible.
- (k) The Employer and the Union will jointly monitor all accommodation of employees as third paramedics on ambulances and the Union and the Employer will work together in assessing and arranging the accommodation.

- (l) In the case that the Employer determines that accommodation of an Employee as a third paramedic on an ambulance is appropriate, the affected employee shall be required to participate in such accommodation.
- (m) The Employer and the Union agree that by accommodating employees, the Employer has met its duty to accommodate and that any further accommodation not prescribed by this Article would amount to undue hardship on the Employer and that the Union will not claim any such further accommodation.

ARTICLE 14 - LAY-OFF AND REHIRING

14.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

14.02 Notice of Lay-off

In the event of a lay-off, the following notice period shall apply:

- (a) Employees with less than three (3) years seniority shall be provided with two (2) weeks' notice in writing or two (2) weeks pay in lieu of such notice.
- (b) Employees with three (3) years seniority shall be provided with four (4) weeks' notice in writing or four (4) weeks pay in lieu of such notice.
- (c) Employees with more than eight (8) years seniority shall be provided with eight (8) weeks' notice in writing or eight (8) weeks pay in lieu of such notice.
- (d) In all cases, pay in lieu of notice of lay-off shall be considered and calculated on the basis of a regular non-overtime work week of the affected employee, or such longer period or pay as may be required by the Employment Standards Act as amended from time to time.
- (e) In the case of an undetermined leave due to accident or illness, such temporary replacement shall be given notice of the termination of his/her employment of not less than the length of notice received by the Employer of the intended return of the employee on such leave.

14.03 (a) Provided that an employee has acquired seniority and the employees affected are of relatively equal skill, competence and ability to perform the work, the last employee hired, shall, in the case of lay-off, be the first laid off and the last employee laid off shall be the first rehired. No new employee will be hired until those laid off have been given an opportunity of re-employment. In the event of a lay-off, if an employee is transferred from one department to another, such employee shall be credited with 100 percent of the seniority accumulated by

him/her in accordance with the terms of this Agreement.

(b) Lay-off Procedures

In the event of a lay-off as defined in this Agreement, the Employer shall identify the position/classification to be eliminated or reduced, and advise the affected employee(s) of their options pursuant to this provision, and subsequently affected employees shall also be advised of options.

Option 1: The affected employee can transfer into any position/classification held by an employee with less seniority provided they have the skill, ability, and competence to perform the necessary work.

It is understood that any employee who chooses this option shall not be allowed to receive a promotion of going from part-time to full-time status.

Option 2: The employee can accept lay-off subject to recall rights for a period of twenty-four (24) months as provided for in the Collective Agreement.

As a result of the lay-off procedure, there shall be no loss in rate of pay where an employee moves into a position in the same band from which they were laid off.

Where an employee moves into a higher rated position, they shall be placed on the grid scale for that position, that which is closest to but not less than their current rate and shall begin to move through the grid from the day of transfer.

Where an employee transfers or is rehired following a lay-off to a lower rated position, the employee shall be red-circled and remain at their current rate or rate being paid at time of lay-off for a period not to exceed twelve (12) months at which time, they will revert to the proper wage band for the position they are transferring to after returning from layoff. Placement in the proper wage band shall be a position on the grid that produces the minimum reduction from the current rate or rate being paid at the time of layoff.

Upon receipt of a notice of lay-off and advice of options, an employee shall be afforded five (5) working days in which to advise the Employer of their decision.

ARTICLE 15 - HOURS OF WORK

15.01 Full-Time Employees

(a) The hours of work shall be the hours of work for each employee on the 4-week schedule.

- (b) The 4-week schedule shall cover a period of four (4) consecutive weeks and shall be made available for two (2) weeks in advance.
- (c) The hours of work shall be one hundred and sixty (160) hours in the four (4) weeks listed on the 4-week schedule.
- (d) The schedule for employees shall consist of eight (8), ten (10) and twelve (12) hour shifts not to exceed more than five (5) consecutive eight (8) hour shifts, four (4) consecutive ten (10) hour shifts or three (3) consecutive twelve (12) hour shifts. The number of hours of work scheduled in a week shall not exceed 60.
- (e) Should an approved, mutually agreed upon switch between two employees result in exceeding the maximum number of consecutive shifts as set out in 15.01 (d) the requesting employees agree that there will be no overtime claim as a result of the switch. The requested shift shall not result in exceeding sixty (60) hours in a week. The shift switch must be within the 4-week schedule.
- (f) If it becomes necessary to change the 4-week schedule, any employee affected by that change will be given seventy-two (72) hours prior notice of the change.
- (g) All employees shall receive at least eight (8) hours free from performing work between shifts.
- (h) Full-time employees who are not Paramedics and who work eight (8) hours or less during a shift shall receive unpaid meal breaks.
- (i) Full-time employees who are not Paramedics who work greater than eight (8) hours per shift shall receive a thirty (30) minute paid lunch. If they work a twelve (12) hour shift they will be entitled to two (2) paid thirty (30) minute lunches.
- (j) **Articles 15.01 c), d), e), do not apply to the Emergency Measures Coordinator position (or classification).**

15.02 Part-Time Paramedics

- (a) Part-time Paramedics who have been granted a temporary full-time position (temporary full-time Paramedic) shall be put on the full-time Paramedics 4-week schedule.
- (b) All other part-time Paramedics are scheduled to work on an “as needed” basis and will be advised of their scheduled hours of work when they are “called in” or as scheduled.
- (c) Part-time Paramedics shall be scheduled on the basis of seniority, from highest seniority to the lowest seniority, in accordance with their availability as per the Part-time Availability Policy and as described below.

- (d) Shifts that become available will be assigned to part-time paramedics by seniority, based on their properly submitted availability over the four-week schedule, up to sixty (60) hours per pay period. Additional shifts will be offered on a rotational basis over the 4-week schedule, based on seniority and availability up to a maximum of one hundred twenty (120) hours (up to a maximum of one hundred sixty (160) hours during peak periods).
- (e) It is understood that in addition to seniority, shifts will be assigned on the basis of classification or status (i.e. conditions such as probationary driver) subject to operational requirements as determined by management.
- (f) Part-time paramedics who are offered shifts that become available on Pelee Island may be assigned up to a maximum of five (5) consecutive shifts. Priority of shift assignment will be based on seniority to employees who include "Pelee Island" as part of their monthly availability, and will be scheduled on a rotational basis by seniority. Hours scheduled on Pelee Island may be scheduled up to forty (40) hours per week and will count towards hours as described in (d) above.
- (g) To receive a shift, employees must be able to report to work for the start time of the shift offered.
- (h) Part time Paramedics may request to reduce their schedule by one (1) shift per calendar quarter for good and sufficient reasons and must provide seven (7) days notice in advance of the day they are requesting to drop.
- (i) Despite (c) above, call-in shifts that have been made available less than three (3) hours prior to the start of that shift shall be offered based on the availability and operational requirements.
- (j) The parties agree to establish a temporary Part-time Scheduling Working Group. The intent of this working group is to discuss and resolve issues which may arise as related to this agreement. This group shall be comprised of a maximum of three (3) employee members as elected by the Union (two Stewards plus either a Sub-Unit Chair or the President) and up to three (3) management members. This group shall meet bi-weekly, if required.
- (k) The parties shall meet within two (2) weeks of notice as requested by either party to discuss issues related to this agreement.
- (l) Part-time Paramedics shall receive at least eight (8) hours free from performing work between shifts.
- (m) Part-time EMS employees who are not Paramedics shall receive unpaid meal breaks in accordance with the Employment Standards Act.

15.03 Paid Duty Special Events Scheduling

When the Employer is notified seventeen (17) days or greater in advance of a paid duty special event, the opportunity will be posted, a minimum of fourteen (14) days in advance of the event. Such a posting will be at least three (3) days in duration and, include the hours of work, reporting location, and description of the duties. This will be open to the required number staff by seniority. Should a full-time employee be successful in obtaining this duty, it will be accommodated through a shift exchange with a mutually agreed to pre-scheduled shift within the same pay period. Should notice of a paid special event be contracted with less than seventeen (17) days' notice a part-time Employee(s) will be offered the shift.

For the purposes of Special Event paid duty only, should the Special Event paid duty be less than the hours of the shift that was switched the Employee must submit a request for the use of leave credits, equivalent to the difference of the paid duty to the Employee's regular shift.

Should a Paid Duty Special Event staffing require the scheduling of overtime, Article 16 shall apply.

15.04 Paid Rest Periods

All employees shall be permitted a fifteen (15) minute rest period in each shift at mid-morning and mid-afternoon.

15.05 Minimum Hours of Work

No employee shall receive less than four (4) hours pay for any shift or part shift worked.

15.06 Standby/Call-in Pay for Pelee Island

In cases where the employer has determined that an employee is required to be on standby the employee will be compensated as follows:

- (i) While on standby, the employee will be compensated at a rate of \$3.25 per hour.
- (ii) For each call to which an employee is required to respond to while on standby, they will be paid one and one-half (1 ½) times his/her hourly wage for a minimum of four (4) hours.

15.07 Daylight Savings Time

- (a) All employees who are affected by Daylight Savings Time in the spring of each year who work 11 hours will be compensated for the one (1) hour missed at their regular rate of pay as per Schedule A.

(b) All employees who are affected by working the extra one (1) hour in the fall of each year when the clocks are adjusted shall be paid that extra one (1) hour worked at straight time at their regular rate of pay as per Schedule A.

(c) For clarity, “affected employees” means, employees who work their full scheduled shift that includes the time when the clocks go forward one (1) hour in the spring or back one (1) hour in the fall.

ARTICLE 16 - OVERTIME

16.01 All time worked by an employee on his/her scheduled shift in excess of the scheduled hours for that shift shall be paid for at the rate of one and one half (1 ½) times his/her regular straight time hourly rate of pay.

16.02 A full-time or a temporary full time employee who is required to work on his/her scheduled day off will be paid for all hours worked on his/her scheduled day off at the rate of one and one half (1 ½) times his/her regular straight time hourly rate of pay.

16.03 Overtime shall be offered based on seniority among full-time Paramedics (including temporary full-time Paramedics). The process for distribution of overtime, on a rotational basis, starting with those with the highest seniority will be in this order:

Full-time paramedics who have made themselves available, temporary full-time paramedics available, then part-time paramedics available. Once that is exhausted, and if there is still a need to call in an employee, the Corporation will then contact full-time paramedics who did not make themselves available, temporary full-time paramedics not available, and lastly part-time who have not made themselves available.

16.04 Instead of payment of overtime an employee may choose to receive time off at the appropriate overtime rate or employees may bank a maximum of one hundred (100) hours in any calendar year.

If requesting time off at a mutually agreed upon time between the Employee and the Corporation, it would be done prior to October 31 in each calendar year.

The Employee may request to be paid out at any time throughout the year, prior to October 31 of each year. Any monies/ hours left in the Employee's overtime bank as of October 31st, will be paid out during the month of November at his/ her regular straight time hourly rate of pay as at the time the overtime was earned.

This overtime bank will not be used for the first day of illness or during an unpaid suspension.

16.05 Employees required to work more than three (3) hours overtime prior to or immediately following a regular shift in any day shall be allowed one-half (½) hour for a meal at any

time during the said three (3) hour period with no pay deduction thereof.

- 16.06 All requests for time off using over time banks shall follow the same procedure as set out in Article 18.03.
- 16.07 An employee who works more than his/her scheduled time on a holiday shall be paid double time for all hours worked in excess of his/her regular daily hours. Christmas and New Years Day shall be paid at a rate of three (3) times for all hours worked in excess of his/her regular scheduled hours.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 All employees shall be entitled to the following holidays or any other day proclaimed to be a holiday by the Federal or Provincial or County Government:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	2 Floating Days
Civic Holiday	

The Paid Floating Holidays shall be granted on a first come first serve basis upon a request being submitted two (2) weeks prior to the requested date, but otherwise may be taken at any time throughout the year per standard absence request procedures.

Should the bank of unused Paid Holidays (including unused Float days) not be utilized by October 31st of the following year in which they accrued, the employee shall be paid out in the first full pay period of the month of November at their regular hourly rate of pay at which time those hours were earned. Hours booked but not yet taken are considered utilized and will be included in the payout. To clarify, hours to be paid out cannot be used to request time off beyond October 31st.

Any paid holiday or float days that have been banked will not be used for the first day of illness or when on an unpaid suspension.

- 17.02 An employee who works on a paid holiday will:
- (a) be paid for all hours worked (not to include any shift overruns. Refer to Article 16.07) on the paid holiday at the rate of two and one-half (2 ½) times his/her regular straight hourly rate of pay; or
 - (b) be paid for all hours worked (not to include any shift overruns. Refer to Article

16.07) on the paid holiday at the rate of one and one-half (1 ½) times his/her regular straight time hourly rate of pay and bank the number of hours worked on the paid holiday to be taken off later at a time mutually agreed upon by the Employee and the Corporation, with pay at the Employee's regular straight time hourly rate of pay.

- (c) be paid for all hours worked (not to include any shift overruns. Refer to Article 16.07) on Christmas or New Years Day at the rate of triple times his/her regular straight hourly rate of pay; or
- (d) If an Employee works on Christmas Day or New Year's Day, he/she shall be paid at the rate of double time for all hours worked (not to include any shift overruns. Refer to Article 16.07) and bank the equivalent number of hours worked on Christmas or New Years Day to be taken off later at a time mutually agreed upon by the Employee and the Corporation, with pay at the Employee's regular straight time hourly rate of pay.

17.03 A full-time employee who does not work on a paid holiday will:

- (a) be paid eight (8) hours of pay at his/her regular straight time hourly rate of pay for the paid holiday; or
- (b) receive a lieu day off with eight (8) hours of pay at his/her regular straight time hourly rate of pay to be taken at a time mutually agreed upon between the employee and the Corporation.
- (c) Where a paid holiday falls on an employee's scheduled day off, the next following working day shall be designated as a day off with pay in lieu of said holiday unless mutually agreed otherwise.

17.04 A part-time employee who does not work on a paid holiday as listed in 17.01 above will be paid public holiday pay in accordance with the Employment Standards Act.

17.05 Part-time Employees working in a temporary Full-time position, shall receive 16 hours deposited in their Floating Holiday Banks, as outlined in article 17.01 of the current Collective Agreement.

17.06 All requests for time off using statutory and float holiday banks shall follow the same procedure as set out in Article 18.03.

ARTICLE 18 - VACATIONS

18.01 (a) An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

After one (1) year but less than three (3) years (5 of the 10 vacation days may be taken after six months employment)	10 working days
After three (3) years but less than eight (8) years	15 working days
After eight (8) years but less than fifteen (15) years	20 working days
After fifteen (15) years but less than twenty-two (22) years	25 working days
After twenty-two (22) years but less than twenty-seven (27) years	30 working days
After twenty-seven (27) years	30 working days plus one additional working day per year to a maximum of 35 working days

All vacation entitlement must be utilized prior to the next employment anniversary date unless mutually agreed upon between the employee and his/her Supervisor and/or Department Head.

- (b) 1. A full-time Paramedic shall receive an annual vacation with pay in accordance with the Paramedic’s seniority as follows:
- | | |
|--|--|
| After one (1) year but less than eight (8) years | 120 hours |
| After eight (8) years but less than fifteen (15) years | 160 hours |
| After fifteen (15) years but less than twenty-five (25) years | 200 hours |
| After twenty-five (25) years but less than twenty-seven (27) years | 240 hours |
| After twenty-seven (27) years | 240 hours plus 8 additional hours per year to a maximum of 280 hours |

Employees with existing entitlement of seven weeks grand-parented.

2. Vacation hours of Paramedics not taken as time off by October 31st of the following year in which it was accrued, shall be paid out in November.

3. The reference in sub-article 18.02 to the phrase “one (1) extra day off” as it applies to Paramedics shall mean eight (8) hours of pay at the

Paramedic's regular straight time hourly rate of pay.

4. Paramedics may be permitted to take individual vacation days in increments of four (4) hours in duration either at the beginning or at the end of the shift.
 5. The appropriate hours of vacation entitlement shall be placed in the full-time and temporary full-time employee's vacation bank on January 1 of each year, with the eligible non-probationary employee allowed to take it immediately. Should an employee start employment during that calendar year, their vacation entitlement for that calendar year will be prorated. For full-time probationary employee, they may take vacation after six months of service, up to 60 hours.
 6. Employees moving from part-time (non-probationary status) to full-time/temporary full-time status would be eligible to take vacation immediately. They do not have to serve a new probationary period. The appropriate hours of vacation entitlement would be placed into their vacation bank, prorated based on their start date as a full-time employee for the current calendar year.
 7. Should an employee become entitled to increased vacation during a calendar year, such additional vacation shall be prorated for that calendar year.
 8. Employees may not run a negative balance of vacation entitlements notwithstanding the fact that vacation requests will be approved, although vacation credits will not be deducted from the bank until vacation is taken.
- (c) Employees who are absent from work for more than six (6) months, and are in receipt of WSIB or LTD benefits, in their vacation year shall have their vacation pay for that vacation year reduced by one twelfth (1/12) of their entitlement for each full calendar month they are absent beyond six (6) months. If an employee's absence extends into his/her second or subsequent vacation year(s) the same principle shall apply, one twelfth of the normal entitlement to vacation pay shall be deducted for each full month of absence beyond six (6) months from the commencement of the absence.

This deduction shall apply to the amount of vacation pay only and does not effect the time off entitlement which shall accrue as provided in this article.

- (d) Where an employee has provided a licensed health care practitioner's health certificate that an illness or injury will be for a minimum of five (5) working days, and they will not be able to commence their vacation as scheduled, the employee may reschedule their affected vacation period and replace same with sick

time provided the employer is notified no later than the employee's last scheduled workday prior to the commencement of their scheduled vacation.

18.02 Holidays During Vacation

Where a statutory holiday, as defined in Article 17 hereof, occurred during the employee's vacation period such employee shall be entitled to one (1) extra day off added to such employee's annual vacation.

For employees, the phrase "one (1) extra day off" shall mean eight (8) hours of pay at the employee's regular straight time hourly rate of pay.

18.03 Vacation Lists

Vacation periods will be administered twice per year covering two six-month periods.

The first period will be for the months of June through December and will also include requests for Christmas and New Years weeks. The deadline for requests in this period will be April 1. Requests will be administered by the employer by May 1.

The second period will be for the months of January through May. The deadline for requests for this period will be October 1. Requests will be administered by the employer on November 1.

Employees will submit all vacation requests electronically via the scheduling software. Approvals for vacation requests will be based on operational requirements. Any conflict with vacation choices that arise shall be decided on the basis of seniority up to the deadlines established as above. Requests which cannot be approved will be placed on a waiting list and will be given future consideration based on seniority. After the respective deadlines above, vacation approvals shall be decided in favour of the employee first requesting the vacation period over which there may be a conflict.

Any requests made after the deadlines above, shall be responded to within seven (7) days of the request being made.

18.04 Employees may be permitted to take individual vacation days.

18.05 (a) Part-time Employees shall receive payment, as part of their regular bi-weekly pay, for vacation earned, corresponding to their seniority, as per Article 18.05 (e).

(b) Part-time Employees who are working in temporary Full-time positions shall have the following options when it comes to vacation pay:

1. to receive continuous payment for vacation as described in (a); or

2. to receive their vacation in a bank during the time they are working in a Temporary Full-time capacity according to Article 18.01 (b) 1).

3. The Employee must make an election on the above at the time he/she starts in a temporary full-time position, and is binding up on the Employee for time in that temporary full-time position.

(c) It is recognized that, while acting in a temporary full-time capacity, Part time Employees are entitled to the same benefits as permanent Full time Employees, in accordance with the collective agreement.

(d) Payment shall be based on the following percentages of gross bi-weekly earnings based on wages (excluding WSIB advances) per the schedule below:

Calculated based on 1896 hours = 1 year

Up to eight (8) years	6%
Eight (8) years but less than fifteen (15) years	8%
Fifteen (15) years but less than twenty five (25) years	10%
Twenty five (25) years and over	12%

18.06 Those employees working part-time shall receive an annual vacation entitlement in hours corresponding to their years of service as per Article 18.01, paragraph 1, and which is pro-rated to reflect the hours worked by the employee in the preceding anniversary year, effective on the employee's anniversary date following ratification.

18.07 Vacation Recording and Eligibility Process for Full-time Employees

(a) All vacation years referred to in the Collective Agreement will be based on calendar years (January 1 – December 31st).

(b) Should an employee leave the employ of the County of Essex prior to the end of the calendar year, and have taken vacation hours in excess of vacation earned, the County will deduct from any amounts owing to the employee at the end of employment, an amount equal to the cost of vacation taken in excess of vacation earned as of their last day of work for the County of Essex.

If that does not completely satisfy the amount owing, the employee will provide the County of Essex with a cheque or money order for the remaining balance within two (2) weeks of their last day of work for the County of Essex.

18.08 All full-time employees shall have access to information regarding their unused vacation entitlement.

ARTICLE 19 - SICK LEAVE PROVISIONS

- 19.01 The Corporation agrees to provide a Short Term Disability (STD) plan without cost to the employee.
- 19.02 A Doctor's certificate must be presented to the appropriate Deputy Chief/Supervisor after sickness exceeding three (3) days.
- 19.03 Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his credit.
- 19.04 (a) No employee hired by the Corporation after September 12, 1979, shall be entitled to accumulate sick leave under the terms of this Agreement, for the purpose of a payment for the unused sick leave on termination of employment.
- (b) The Employer shall automatically deduct a sick day from the employee's bank for the first day of absence unless otherwise notified at the time of the call-in.
- (c) Current sick banks may be applied until depleted to cover any waiting period and to top up any partial benefits to 100%.
- 19.05 Subject to the provision in Article 19.04(a) herein, all employees with a minimum of five (5) years' service when leaving the employ of the Corporation except for cause, shall be entitled to fifty percent (50%) of the accumulative sick leave credits calculated at his/her rate of pay when leaving such employment with a maximum not to exceed six (6) months in wages.
- 19.06 Any employee failing to report to work due to sickness shall attempt to notify his/her immediate Supervisor or Department Head no later than two (2) hours before commencement of his/her normal work day.
- 19.07 Payment for sick leave shall be calculated to reflect the total number of hours for which an employee is scheduled at a regular rate of pay. Part-time employees sick leave benefit shall be prorated except for those working in a Temporary Full-time position which they shall receive the full benefit outlined in Article 19 after commencing the full scope of the Temporary Full-Time position.
- 19.08
- | | | |
|--|-----------------|--------------------|
| Six (6) months but less than two (2) years | 2 weeks @ 100% | 13 weeks @ 66 2/3% |
| Two (2) years but less than four (4) years | 4 weeks @ 100% | 11 weeks @ 66 2/3% |
| Four (4) years but less than six (6) years | 6 weeks @ 100% | 9 weeks @ 66 2/3% |
| Six (6) years but less than eight (8) years | 8 weeks @ 100% | 7 weeks @ 66 2/3% |
| Eight (8) years but less than ten (10) years | 10 weeks @ 100% | 5 weeks @ 66 2/3% |
| Ten (10) years service but less than twelve (12) years | 12 weeks @ 100% | 3 weeks @ 66 2/3% |

Twelve (12) years and beyond

15 weeks @ 100%

1. Benefits will be paid on the first (1st) day of hospitalization, on the first (1st) day of accident and on the second day of illness.
2. Benefit levels will be determined by the employee's seniority.
3. Earnings are those in effect on the last day the employee was actively at work. For full-time employees, earnings mean the usual straight time earnings of the employee. For part-time employees, earnings will be based on scheduled time lost.
4. a) Benefits are payable for up to fifteen (15) calendar weeks for each separate claim based on the periodic medical certification the employee's doctor provides the Corporation.

b) In the event an employee returns to his/her regular duties from Short Term Disability, and experiences a recurrence of the same original claim, on-going treatment or testing, and as a result must again return to Short Term Disability, such return to Short Term Disability will be considered to be a continuance of the original claim. In order for it not to be considered a continuance of the original claim, the employee must have been performing at work the regular duties of their role for twenty-one (21) calendar days.
5. a) i) The employer will provide pay advance to pay an employee under the Short Term Disability plan to an employee not able to work as a result of a WSIB claim, until an employee begins to receive monies from the Workers' Safety and Insurance Board.

ii) If the Corporation has paid a benefit for any injury or illness in which any third party is or may be liable for damages, including if a third party has paid sick benefits for the same time period that the employer has paid sick benefits, the employee will be required to fully refund the Corporation for the benefit paid by the Corporation to the employee upon settlement.

In the event the third party benefit is a WSIB benefit, the employee will be required to reimburse the Corporation the net amount of the pay advance paid by the Corporation pending receipt of payments by the employee from WSIB. Reimbursement is required when the amount of pay advance, together with the amount recovered from the third party for lost income, equals or exceeds 100% of the pay advance paid by the Corporation.

b) i) If the Corporation has paid a benefit for any injury or illness in which any third party is or may be liable for damages, including if a third party

has paid sick benefits for the same time period that the employer has paid sick benefits, the employee undertakes to reimburse to the Corporation the full amount received from the Corporation.

ii) Following receipt of an invoice from the Corporation for insurance payments now covered by a third party, the employee undertakes to provide cheques to the Corporation as per the repayment schedule arrangements. If the employee should return to work before the overpayment is satisfied, the Corporation is authorized to withhold 15% of future net wages and/or any other payments owing until the overpayment is satisfied. If this repayment schedule should cause financial hardship, it is the employee's responsibility to contact the Payroll Supervisor to discuss possible alternative repayment arrangements.

6. In the event of illness of an employee while performing a job of higher classification, the employee shall receive pay for the job of the higher classification provided the employee worked at such higher classification on the employee's regular scheduled work day prior to the illness.

7. Employees employed prior to September 12, 1979, shall retain their right to a payment for unused sick leave credits upon retirement provided such payment does not exceed fifty percent (50%) of the accumulated sick credits calculated at the rate in effect when leaving, the maximum not to exceed six (6) months wages.

8. The Corporation will pay the cost of this Short Term Disability Plan. The Corporation further agrees that it will pay the cost of a Doctor's certificate required to qualify for the Short Term Disability Plan and any subsequent certificates as may be required from time to time.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 An employee may be entitled to leave of absence without pay and without loss of accrued seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing with as much notice as possible, including the reason for the leave and the anticipated start and stop dates of the leave, and no request shall be unjustifiably denied.

20.02 Leaves of absence without pay, not to exceed sixty (60) working days, shall be granted to employees who are members of the Union, when such employees are acting delegates to any regularly called Union Convention or Seminar. No more than four (4) employees may leave at one time. Two (2) weeks' notice shall be given before such leave.

The Corporation will continue to pay such employee(s) at the employee's regular rate of pay and continue the employee's health and welfare benefits for which the Union will

reimburse the Corporation for such wages and benefit costs.

20.03 An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, may be granted a leave of absence without pay for a maximum period of two (2) years.

20.04 Where a leave of absence is granted without pay in excess of thirty (30) days for personal reasons, seniority will not accrue during such leave. If any employee is granted a leave of absence without pay in excess of thirty (30) days, such employee may at their option continue payment of any health and welfare benefits to which they may be entitled under this Agreement.

All requests for leave in excess of thirty (30) days must be approved by the Chief. Any denial for request of leave shall be subject to the grievance and arbitration process of the Collective Agreement.

Any request for leave under this provision shall be responded to within ten (10) calendar days of the request being made.

20.05 Military Leave

In the event an Employee is called to duty to serve in the Military, following the administration of paid military leave per Corporate policy, he or she shall immediately be put on an unpaid leave of absence, without loss of seniority for the duration of the leave and shall have their seniority adjusted as if they were actively at work for the duration of the leave.

For a period not to exceed one (1) year of military leave, the Employer will provide the major medical and dental benefits coverage, as provided by the Employer's insurance provider to the employee and/or their family for any periods within that one year leave when the Military is not providing major medical and dental benefits coverage to the employee or their family. For military leaves beyond one year, the Employee may elect to pay the applicable premiums required to continue their benefits for the remaining duration of the leave.

The Employee will have the option of being paid out for all hours banked or vacation on the next pay period or may choose to keep it banked until they return.

The Employee, once they have completed their leave, will return to their original spot and position after being recertified by the Local Base Hospital and any mandatory training updates.

20.06 Bereavement Leave

- (a) A leave of absence of five (5) consecutive days leave in conjunction with the funeral/memorial or death, without loss of pay/seniority for scheduled shifts missed during such leave, shall be granted in the case of the death of an employee's parent, spousal partner, child or step-child,

step-father, step-mother.

(b) A leave of absence of three (3) consecutive days leave in conjunction with the funeral/memorial or death, without loss of pay/seniority for scheduled shifts missed during such leave, shall be granted in the case of the death of an employee's brother, sister, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, spouses grandparent or spouses grandchild, or any relative who has been residing in the same household of the employee.

(c) An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages or seniority to attend the funeral/memorial or death of an uncle, aunt, niece or nephew.

(d) If the funeral/memorial occurs more than 500km from the County of Essex and the employee attends the funeral/memorial or death, the employee shall be granted an additional two (2) days leave without loss of salary or wages or seniority for those shifts previously scheduled.

20.07 An employee requested to be pallbearer or active participant at the funeral of a family member or close friend on one (1) of his regularly scheduled work days, shall be granted that day off without loss of salary or wages.

20.08 An employee shall be allowed one-half (½) day off without loss of salary or wages to attend the funeral of a close friend, providing such absence has been approved by the Chief and providing the funeral is held on a work day.

20.09 The Corporation shall grant leave of absence without loss of seniority to an employee who is required by subpoena to serve as a juror or witness in any court. The Corporation shall pay such employee the difference between his/her normal earnings and the payment he/she receives for jury service or witness fees, excluding payment for travelling, meals or other expenses. The employee will present proof of service and amount of pay received.

20.10 Time off for Elections

Employees shall be allowed four (4) consecutive hours off without loss of pay before the closing of the polls in any federal, provincial, or municipal election or referendum.

20.11 Payment for leaves with pay shall be calculated to reflect the total number of hours for which an employee is scheduled at a regular rate of pay.

20.12 The Union President, or the Sub-Unit Grievance Chairperson, or the Union Secretary, shall be granted the last one-half (½) hour of each working day, with no loss in pay, or where mutually agreed its equivalent, to attend to Union matters.

20.13 Deactivation/Decertification; Primary Care Paramedic and Advanced Care Paramedic

1. In the event a Primary Care Paramedic ("PCP") or an Advance Care Paramedic ("ACP") is deactivated or decertified by the Medical Director of the South West Regional Base Hospital (the "Base Hospital"), the Paramedic must immediately notify the Employer's Deputy Chief of the deactivation or decertification.

2. In the event of a deactivation or decertification, a paramedic will be placed on a leave of absence without pay and without any other benefits (except as specifically noted in this Article) for a period not to exceed 1 year from the first day of deactivation or decertification.

(a) The paramedic will be paid up to a maximum of 84 hours at his regular straight time hourly rate for time spent in remedial training, or lost wages from the date of deactivation/decertification, as arranged by the Employer.

(b) If the paramedic has not been reactivated or recertified within 1 year, which may not be extended, the paramedic's employment will be terminated.

(c) During the period of leave of absence as permitted by this Article, the paramedic may, immediately after the effective date of his deactivation or decertification, confirm to the Employer (in writing) of his intention to pay the full cost of premiums for group health and welfare insurance.

(i) In the case that the paramedic provides such notice and, further subject to the condition that the paramedic actually pays the full costs of such premiums, insurance coverage will be continued, subject to the terms of the insurance plan(s).

3. The Employer and the union agree that the period of leave of absence provided for under this Article is a form of reasonable accommodation and, in assessing the duration of such period and the hardships associated with creating and maintaining such period, they have considered the provisions of the Ambulance Act, and in particular, Regulation 257/00 thereto, the Human Rights Code and their obligations to deliver responsible, competent and efficient emergency medical services to the public.

4. During the absences, seniority shall accrue.

Deactivation/Decertification; Advanced Care Paramedic, only

1. Full time ACPs who have been deactivated or decertified may, in the alternative to taking a leave of absence as described in Part I of this Article, and

notwithstanding anything to the contrary contained in the Collective Agreement, become employed as a full-time PCP. The paramedic may return to ACP duties if reactivated within one year following deactivation/decertification.

2. The paramedic shall be paid the wages and provided the other benefits established by the Collective Agreement for PCPs.

3. It shall be a further condition of an ACP becoming employed as a PCP in accordance with this Article that the ACP has not been deactivated or decertified in SAED / Symptom Relief and that he has been approved by the Medical Director of the Base Hospital to assume the role of a PCP and to deliver services in that capacity.

4. A paramedic may only claim and be paid compensation under this Article once in a 12 month period or at the discretion of the Chief.

No other rights affected

1. Nothing in this Article shall affect or limit the Employer's ability to take disciplinary action against a paramedic on the basis of the same facts or circumstances that resulted in deactivation or decertification and, in that case, the paramedic shall not be entitled to benefit of this Article.

20.14 In the event an employee's Drivers License is suspended, the Employer agrees to grant the employee a leave of absence, without pay or benefits for up to two years or until such time as the license has been reinstated without conditions, whichever comes first.

It is also understood that any re-writes and costs associated will be borne by the employee.

Seniority will accrue for the first thirty (30) days of absence only.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

21.01 Pregnancy and Parental Leave shall be granted in compliance with the Employment Standards Act R.S.O. 1990, c.E 14 as amended, except as amended herein.

21.02 Pregnancy Leave may cover a period up to seventeen (17) weeks in length and parental leave, if the child was born or came into the employee's care, custody and control for the first time on or after December 31, 2000, may cover a period up to 35 weeks if the employee took pregnancy leave or 37 weeks, if the employee did not take pregnancy leave. During this period an employee's seniority shall continue to accumulate.

21.03 The Employer shall continue to pay the premiums payable by the Employer to maintain those benefits in which the employee is currently enrolled during a period of approved pregnancy or parental leave.

21.04 On return from pregnancy or parental leave an employee shall have the right to return to his/her former position. Such employee shall, thirty (30) days prior to the expiry of such

leave, confirm their intention to return to work or extend their leave as applicable.

21.05 Parental Leave

An employee who has been employed at least 13 weeks is entitled to parental leave after the day a child comes into the custody, care and control of the employee for the first time, within the limits set out in 21.02 above. It is understood and agreed that such an employee shall retain and accumulate full seniority rights and benefits while on such leave. It shall be the responsibility of the employee to notify his/her appropriate Deputy Chief/Supervisor at least thirty (30) days prior to the date upon which he/she is to return to work, confirming their intention to return.

21.06 A pregnant employee who is unable to perform her regular duties shall provide appropriate medical documentation confirming this fact and listing, as well, her restrictions. The Corporation will, in accordance with its right and responsibilities under the Human Rights Code, make every effort to use its best efforts to accommodate these restrictions. Any such accommodations shall not cause the employee to suffer any reduction in rate of pay, benefits or hours of work during the period of accommodation.

21.07 Supplemental Compensation (Pregnancy Leave)

(a) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22, or 23 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between eighty percent (80%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

(b) The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

21.08 Supplemental Compensation (Parental Leave)

(a) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as

provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22, or 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between eighty percent (80%) of the employee's normal weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs will serve as proof that the employee is in receipt of Employment Insurance parental benefits.

(b) The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his/her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he/she were not on parental leave.

(c) In the case that an employee elects to receive extended Employment Insurance parental benefits, such that his or her weekly benefit is reduced, the Employer's financial obligation under this Article shall not increase. For greater clarity, the value of the supplemental compensation that the Employer is obligated to provide to the employee shall be the same as if the Employee had not elected to receive extended Employment Insurance parental benefits. Such supplemental compensation shall continue to be paid for the period described in this Article.

ARTICLE 22 - CLASSIFICATION & RECLASSIFICATION

22.01 (a) Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. Where the Employer, Union and/or an employee feels a job which has changed substantially is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and/or arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

(b) The employer agrees to not change any classification title until it has been posted for seven (7) calendar days, and the Union receives written notification of the change.

22.02 Increases in the wage rate shall be retroactive and paid as and from April 1, 2019 to all current and former employees within 45 days of ratification. Unless otherwise specified,

all other terms shall be effective as and from the date of ratification by both parties.

In the case of employees who have ceased to be an employee, a cheque in the amount of any retroactive payment shall be forwarded to the last known address of said employee. Should the cheque be returned to the Corporation as undeliverable, the Corporation will make every reasonable effort, including forwarding this information to the Union, to locate the address of the former employee.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.01 Where the introduction of technological change or new methods of operation will displace (or result in lay-off) any employee, the Employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implication with the Union before putting such technological change or new method of operation in place. The Corporation will make every effort to retrain or to provide alternative employment for such employees.

23.02 The Union shall have input on ergonomic suitability of work stations.

ARTICLE 24 - PAYMENT OF WAGES

24.01 Pay Days

The Corporation shall pay salaries and wages every two (2) weeks following the Corporation's current practice of direct deposit of payroll on the Friday following the end of the pay period. Each remittance slip for each employee shall contain itemized calculations of his/her wages and deductions. The salaries and wages shall be paid in accordance with the salary grid in Schedule A of this Agreement. Employees shall advance through the Salary Grid on their seniority date with the new rates effective from said date.

In the case where employees change classifications, they shall advance through the salary grid annually on the date he/she started in the current job classification as listed in Schedule A with the new rates effective from said date.

Part-time employees advance to the next step grid value upon accumulation of one year services, per Article 12.01b.

24.02 Automobile Allowances

For the use of personal vehicles for the purpose of the Corporation's business, the Corporation will reimburse the employee's approved mileage claim at a rate per kilometre traveled as established by the Department of Finance-Canada at the rate allowance as a

tax-exempt allowance.

The Corporation shall advise the union annually in writing within 30 days of receipt of the rate from the Department of Finance-Canada, with the rate taking effect as of January 1st.

The Corporation agrees that the rate shall not be less than \$.30/kilometer.

24.03 (a) Higher Ranking Pay

Where any employee is at the request of the Deputy Chief or Chief required to perform the duties of a higher-ranking position, such employee shall be paid at the rate on the gridline of the higher-ranking position that provides an increase. To be eligible for such higher-ranking pay, the employee must perform such duty for a period of one (1) day.

(b) If an employee is promoted to a higher-ranking position such employee shall be paid the appropriate wage grid value, which shall be next above the employee's present rate. Such employee shall proceed through the new wage grid in accordance with the employee's anniversary date in the new position. All wage adjustments will be effective from said date.

24.04 (a) Longevity Pay

In recognition of the principle that a long service employee is of increased value to the Employer through his/her acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table:

After five (5) years of service	\$ 70.00
After ten (10) years of service	\$140.00
After fifteen (15) years of service	\$210.00
After twenty (20) years of service	\$280.00
After twenty-five (25) years of service	\$350.00

This Long Service Pay shall be paid on the payroll immediately preceding November 30th of each year. On severance or retirement an employee shall be entitled to Long Service Pay calculated on a pro-rata basis from November 30th to the date of departure. In case of death, the Long Service Pay shall be paid to the employee's estate.

(b) Part-time employees who have completed five (5) calendar years of employment shall receive longevity pay on a pro-rata basis. This pro-rating shall reflect the average weekly hours worked by the employee in the last five (5) years of service and shall be due by December 20th each year.

e.g. If an employee works three (3) six and one-half (6½) hour days

work per week, their longevity pay would be:

$$\frac{19\frac{1}{2}}{32\frac{1}{2}} \times \text{appropriate amount of longevity pay}$$

It is further agreed and understood that should a part-time employee who was eligible for longevity pay become a full-time employee, but their adjusted seniority equates to less than five (5) years, such employee shall continue to receive a pro-rated longevity pay until such time as the adjusted seniority date equates to the appropriate longevity pay increment.

24.05 Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

24.06 Shift Premium - Paramedics

Effective July 24, 2018, employees shall be paid a shift premium of eighty cents (80¢) per hour for all hours worked during a shift that commences between the hours of 12:00 p.m. and 2:00 a.m.

24.07 Out of Town Allowance

- a) When a Paramedic works out of town (in excess of 60 kilometres of home base) he/she shall receive the following meal allowance:

Breakfast: \$8.00
Lunch: \$12.00
Dinner: \$20.00

In order to be paid the meal allowances, the Paramedic who is claiming the meal allowance must submit proper receipts for the amount claimed.

- b) Those Employees working on Pelee Island will be compensated based on 24.07 a) if/when transportation to and from the main land is not running. This amount will be added directly to the employee's weekly cheque.
- c) Those Employees working on Pelee Island will be compensated with a daily per diem of twenty dollars (\$20.00) for each twenty four (24) hours period. Article 24.07 c) does not preclude employees from utilizing 24.07 b).

ARTICLE 25 - WORKPLACE SAFETY AND INSURANCE AWARD

25.01 Any employee prevented from performing his/her regular work with the Corporation on account of an occupational accident that is recognized by the Workplace Safety and

Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, and has accumulative sick leave credits, shall receive a full salary from the Corporation. One and one half (1 ½) out of every ten (10) days of absence of said employee shall be deducted from the employee's sick leave. Any monies received by the employee from the Compensation Board shall be paid directly to the Corporation.

- 25.02 Where an employee who is absent as the result of an injury or illness sustained at work and who has made application for compensation pursuant to the Workplace Safety and Insurance Act of Ontario, the Corporation will pay the employee a pay advance, based on the following formula:

Pay advance = (Regular straight time hourly rate x Short Term Disability entitlement) less (CPP-EI-Tax) x 85%

If the claim has not been approved by the Workplace Safety and Insurance Board, at the exhaustion of the employee's entitlement under the Short-Term Disability Plan, the employee may apply for Long-Term Disability as provided in Article 30. If the claim is subsequently approved, Article 19.08 (5) shall apply.

While an employee is receiving Compensation from the Workplace Safety and Insurance Board, an employee's seniority will continue to accumulate. Seniority for the above provisions for Part-time employees shall be calculated on a pro-rated basis in accordance with the previous 16 weeks worked by him/her prior to the absence.

ARTICLE 26 - CLOTHING

- 26.01 All Employees who are required to wear safety footwear in accordance with the Employer's Policy or the Health and Safety Act shall receive an annual tax free allowance of \$150.00 towards this footwear. The Employee may receive this allowance by:

- a) Attending a location of the Employer's preferred supplier where the allowance will be deducted from the boot allowance.
- b) Purchase their footwear from a different supplier with the following requirements:
 - (i) Footwear must be purchased in Canada and must be CSA approved.
 - (ii) The Employee must bring the footwear and receipt to the Mercer Station in order to claim allowance.

If an employee does not submit a claim in any one (1) calendar year, the allowance may be carried over to the following year, with a maximum one year carryover at any given time. In addition, there will be no cash out option.

The Corporation agrees to continue the practice of supplying and cleaning all uniforms

worn by Paramedics.

ARTICLE 27 - STRIKES AND LOCKOUTS

27.01 In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievance, the Union agrees that during the life of this Agreement, there will be no strike, picketing, resulting in a slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lock-out.

ARTICLE 28 - GENERAL CONDITIONS

28.01 The Corporation will provide, in each work location, bulletin boards for the use of the Union.

28.02 Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine had been used where the contexts of the party or parties hereto so require.

28.03 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they are consistent with the Agreement but may be modified by mutual agreement between the Corporation and the Union.

28.04 The Corporation and the employees will cooperate to ensure adequate safety and health condition for all employees of the County.

28.05 Copies of Agreement

The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Corporation shall print the Agreement within thirty (30) days of signing and make available a copy for each employee.

ARTICLE 29 - WELFARE BENEFITS

29.01 Present benefits to be maintained at present levels of coverage and service. The Corporation agrees to pay the premium cost of the benefits set out in Article 29.01(a), (b), (c), (f), (g) and (h).

(a) Benefits provided through an insurance carrier and referred to as Extended Health Benefits include:

Drug Expenses (\$3.00 dollars)
Vision Care (\$300.00 dollars every 24 months)
Supplementary Hospital Expenses
Supplementary Health Care Expenses and Dental Expenses
Chiropractic \$435.00 annually
Massage \$1000.00 annually
Caps and Crowns \$1,500 per year, per employee and spouse
effective March 1, 2020
Psychologist/MSW \$2,000 per year per employee
effective January 1, 2020

(b) Benefits provided through an insurance carrier and referred to as Insurance Benefits include:

Life Insurance (2x salary for employee, \$20,000 for spouse, and \$10,000 for children)

Long Term Disability Insurance (70% up to \$6,000 a month)

(c) Short Term Disability - employer funded plan (see Article 19)

(d) O.M.E.R.S.

(e) Optional Life Insurance (available by payroll deduction)

(f) Benefit Coverage for Early Retirees - The Corporation will pay full benefits as referred to in Article 30.01(a) with the exception of Long Term Disability Insurance, Short Term Disability Insurance, Life Insurance and O.M.E.R.S. for those employees who are eligible for an unreduced pension under O.M.E.R.S. to age sixty-five (65).

(g) All employees who continue to be employed beyond the age of 64, and who are qualified under the terms of the benefit plans, will be provided with the same benefits as all eligible employees with the exception of Life Insurance which shall be provided but reduced by 50% and the exclusion of Long Term Disability (L.T.D.) and Accidental Death and Dismemberment (A.D. &D). These benefits will be provided until the age of 70 or retirement; whichever occurs first.

(h) Benefit Coverage for Dependent Spouse and children - The spouse and dependents of any deceased employee having attained a minimum of fifteen (15) years seniority will be entitled to coverage of health benefits until the spouse reaches age sixty-five (65) or until he or she remarries.

A detailed description of these benefits is contained in a manual especially prepared by the Insurer and will be provided to the employee under separate cover.

29.02 (a) A Part-time employee who, after being employed for a three (3) consecutive month period by the Corporation, works for an average of twenty-four (24) hours or more over a seven (7) consecutive week period, shall qualify for benefit coverage in accordance with this Article.

(b) After the employee has qualified under (a) as noted above and should the employee work less than an average of twenty-four (24) hours per week over the most recent seven (7) consecutive week period, they will not need to work an additional three (3) month waiting period to qualify for benefits. The employee's benefits will be immediately re-instated once he/she has once again worked for an average of twenty-four (24) or more hours over the most recent seven (7) consecutive week period. The employee shall be immediately notified whenever there is a change in the status of their benefits.

(c) Part-time employees who do not otherwise qualify for benefits as currently provided for in the collective agreement, shall receive 12% percentage in lieu of benefits. Those employees who qualify for OMERS and choose to enroll will have their percentage in lieu reduced by the employer's contribution rate to OMERS.

ARTICLE 30 - TERMINATION

30.01 This Agreement shall continue in full force and effect up to and including the 31st day of March, 2022. Unless either party notified the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration of this Agreement that it desires to amend this Agreement, this Agreement will continue to remain in effect from year to year.

30.02 In the event of such notification being given as to the amendment of this Agreement and no settlement is reached prior to the expiration of this Collective Agreement, the procedures as outlined by the Ontario Labour Relations Act shall apply.

30.03 This Agreement may be extended for a specified period by mutual agreement of the parties.

IN WITNESS WHEREOF the said Corporation has hereunto affixed its Corporate Seal duly

attested by its proper officers in that behalf, and the Union has hereunto affixed its Corporate Seal by its proper officers in that behalf.

Dated this _____ day of _____, 2020.

For the Union

For the Employer

SH/vc/cope491

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF ESSEX

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.2

RE: ARTICLE 18.01 b)

This is a trial for 1 year from September 1st, 2019 to August 31st, 2020

Whereas Paramedics may be permitted to take individual vacation days in increments of half the scheduled shift, provided the shift is at least 8 hours in duration. The increments will be taken at either the beginning or the end of a shift.

Half shift increments are not permitted during the period of December 23rd to January 1st.

This letter can not affect anyone that has had their 4 hour increments approved prior to the signing of this letter.

Either party can cancel this letter with 2 weeks notice after August 31st, 2020 at which time the parties will revert back to article 18.01b).

This language can also be cancelled with mutual agreement between the parties during the course of the trial year.

Dated this _____ day of _____, 2020.

For the Union

For the Employer

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF ESSEX
(ESSEX WINDSOR EMS)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.2

RE: LUNCH PERIODS

Purpose:

To ensure that all Paramedics assigned to Field Operations receive their lunch periods in a timely fashion.

References:

Employment Standards Act

The Windsor CACC agrees to a local CACC policy that does not Dispatch Code 1 and 2 calls between the hours of 11:00 and 13:00 hours, 17:30 and 19:30 hours and between the hours of 05:30 a.m. and 07:30 a.m. and between the hours of 23:00 and 01:00 hours. The only exception to this policy is the meeting of a scheduled air flight, Pelee Island ferry transfers.

The Windsor CACC agrees to local CACC policy that endeavours to ensure that at the end of each designated meal period 60% of staffed vehicles have received their designated meal break prior to the resumption of the Code 1 and Code 2 transfer activity. This will be averaged and evaluated at the end of the first month and second month from the date of the agreement.

Procedures:

Meal breaks will begin during an 8-hour shift or a 10-hour shift will be scheduled and will take place between the 4th and 5th hours of the shift. Meal breaks during a 12-hour shift will be scheduled and will take place between the 4th and 5th hour of the shift and before the 10.5 hour of a 12-hour shift.

Meal breaks will be thirty (30) minutes in length, beginning after five (5) minutes of arrival at the location (station) assigned by the CACC dispatcher.

The dispatcher will ensure reasonable travel time for crews to pick up their lunch and return to station to begin their scheduled lunch break. Having regard for operational efficiencies CACC will make best efforts to return crews to their assigned station; recognizing this, there will be times

when CACC will not be able to guarantee crews will have their meal break at their assigned station. Therefore, it is the sole responsibility of the crewmembers to have their lunch with them.

The CACC will not place any units on meal breaks when the unit is active on Code 8 status with a dispatch number.

Once the crew has worked beyond the 5th hour in an 8 or 10-hour shift or 5th and 10.5th hour of a 12-hour shift and has not had their lunch, they will immediately notify the Duty Field Supervisor, and they will only be available for Code 3 and 4 assignments.

At this time the crew will be paid time and a half for their thirty (30) minute lunch period. This will be considered late Lunch compensation for having a late lunch period.

In the event the crew does not receive a thirty (30) minute lunch break prior to the end of a scheduled 8 or 10-hour shift they will be paid one half hour in addition to their regularly scheduled 8 or 10-hour shift at time and a half. This will be considered Missed Lunch Compensation for completely missing a lunch period.

In the event the crew who is working a regularly scheduled 12-hour shift and they do not receive their second thirty (30) minute lunch break prior to the end of their regularly scheduled shift they shall be compensated in accordance with 5(b) Missed Lunch Compensation.

Note: Crews can only be compensated for either a late lunch or missed lunch but not both. I.E.: regular 8-hour shift, the maximum you could be compensated for would be either a missed lunch or a late lunch not both. 12-hour shift you can be compensated for a late lunch or a missed lunch in your first lunch but not both, or a late lunch or a missed lunch in your second lunch but not both.

It is the crew's responsibility to immediately notify the Duty Field Supervisor when they have worked six (6) consecutive hours and have not had a lunch break. The Duty Field Supervisor will notify the CACC that the unit is Code 7 until such time as the crew has had their lunch break. Such action will require the Duty Field Supervisor to document this in their Shift Report.

In the event that an unusually high Code 3 and Code 4 call volume which would cause an interruption in the delivery of EMS, the Duty Field Supervisor and/or CACC at his/her discretion may be required to delay Code 7's as outlined in paragraph 6 until operationally feasible. Such action will require the Duty Supervisor to document this in their Shift Report. The Operations Manager will advise the President and Secretary of the Union as well as the Chief.

If the assigned meal break is interrupted within the last ten (10) minutes for Code 3 or 4's, the crew will be assigned an additional ten (10) minutes during the shift and the crew will be compensated for the ten (10) minutes at time and a half. The reassignment of the 10 minutes remaining will take into consideration #3 and #4 of this policy.

If a crew is offered the opportunity to have a meal break and they refuse, they have then waived

the opportunity for the thirty (30) minute meal break.

It is understood that in the event of an unusual call volume of Code 3 and 4 calls that the Windsor CACC may not be able to meet the requirements of this policy. This is the exception to the policy, but it should be substantiated with proper documentation.

Dated this _____ day of _____, 2020.

For the Union

For the Employer

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF ESSEX
(ESSEX WINDSOR EMS)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2974.2

RE: SPITFIRES DISTRIBUTION OF HOURS

WHEREAS the parties have met and have had ongoing communication to discuss the parameters for the distribution of hours for the Paramedics for the Windsor Spitfire Hockey Games.

AND WHEREAS notwithstanding the language in the current collective agreement, the parties hereto agree to the following relating to the distribution of hours for the Spitfire games for the Seasons of 2019-2020.

Therefore the parties agree as follows:

- (a) The Paramedics will be slotted into (4) four hour shifts for the Windsor Spitfires Games by seniority on a rotational basis as per availability provided to the Employer.
- (b) These (4) four hours shifts shall be paid at the Paramedics regular rate of pay as per Schedule A beyond their regularly scheduled hours as per the master schedule.
- (c) Should there be a renewal of the current collective agreement either by negotiation/arbitration during the period of this letter of understanding the new rate under Schedule A shall apply.
- (d) If the Windsor Spitfires should need additional hours added during the duration of this letter of understanding i.e. (playoffs) the parties agree to meet prior to the implementation of these additional hours.
- (e) Should a dispute arise in regards to distribution of hours the parties agree to meet to resolve such issues within (7) seven days of the time of the event and will be subject to the grievance procedure as per the current collective agreement.
- (f) Either party may revoke this letter of understanding by providing written notice to the other party within (2) weeks i.e. (cancellation of the contract).

Dated this _____ day of _____, 2020.

For the Union

For the Employer

LETTER OF UNDERSTANDING

Between

**THE CORPORATION OF THE COUNTY OF ESSEX
(ESSEX WINDSOR EMS)**

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.2

RE: CASUAL EMPLOYEES

WHEREAS the parties have met and have had meaningful communication to discuss the disputes arising related to the current Part-time Availability Policy for Paramedics.

AND WHEREAS, the parties hereto agree to the following terms:

1. A Casual Paramedic is an Employee who is employed for no less than 16 hours and no more than a maximum of 24 hours per week. If a Casual Paramedic is offered a shift that will result in working over the maximum in a week they must disclose this at the time the shift is offered.
2. For all intents and purposes, overtime will be applied and administered as per Part Time (PT) Paramedic status.
3. Unless otherwise stated in the Collective Agreement, the following benefits shall be prorated:
 - Sick Leave
 - Longevity Pay
 - Vacation
 - Paid Holidays (not to include the float holiday)

Eligibility for paid holidays shall be considered as per Article 17.04

4. The Employer agrees to not use the Casual Paramedic LOU to hire new Employees into a position as Casual Paramedics.
5. The Employer will post for Casual Paramedics. PT Paramedics wishing to become Casual must respond in writing to an applicable posting.
6. Casual Paramedics shall be selected by seniority on the Part Time list on the date of the posting closing.

7. The total number of Casual Paramedics shall not exceed twelve (12) in total.
8. Shifts will be assigned based on global seniority from the PT and Casual groups, and as per the current part time scheduling practice.
9. A Casual Paramedic will gain seniority as per Article 12.
10. A Casual Paramedic may elect to change their status to part-time at any time. An Employee may take advantage of this clause only once in their career and have no rights to return to Casual status except by way of Article 13. The employee must provide at least four (4) weeks' notice to the Scheduling Supervisor prior to a new schedule. This provision does not apply to PT wishing to become Casual.
11. A Casual Paramedic will be entitled to apply for any position within the bargaining unit that is posted as per Article 13. It is understood that if the Casual Paramedic is appointed to another status they have no rights to return to a Casual status except by way of Article 13.
12. Casual Paramedics will be exempt from the requirements of paragraph 3.2(b) of the PT Availability Policy provided they comply with paragraph #1 of this LOU. They must be available to work days, afternoons, nights, and all shift hour schedules.
13. All other provisions of the Collective Agreement as well as Corporate and Department Policies shall apply as a PT employee.
14. If any dispute arises from this LOU both parties agree to meet and engage in meaningful dialogue to try and resolve the matter within two (2) weeks of being notified.
15. Should either party wish to revoke this LOU a written notice shall be submitted to the parties thirty (30) days prior to posting of a new schedule.

Dated this _____ day of _____, 2020.

For the Union

For the Employer

LETTER OF UNDERSTANDING

Between

**THE CORPORATION OF THE COUNTY OF ESSEX
(ESSEX WINDSOR EMS)**

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.2

RE: PARAMEDIC PRECEPTOR PAY

WHEREAS the Parties understand and agree effective January 1, 2019, when an ambulance or Early Response Unit (ERV) is assigned a student for the fourth semester preceptorship, equating to 500 hours, all paramedics on the crew shall receive preceptor pay while the student is assigned as follows:

- i) If there are two paramedics in the vehicle, each paramedic will be paid an additional \$0.75 for each hour assigned and working with the student.
- ii) If there is one paramedic in the vehicle then the single paramedic shall be paid \$1.50 for each hour assigned and working with the student.
- iii) The number of hours that the Employer will pay the premium shall not exceed 500 per fourth semester preceptor student.

WHEREAS the parties understand and agree the assignment of a student shall be offered on the following criteria:

- a) to paramedics whom have expressed written intent to accept a fourth semester preceptor student
- b) the fourth semester preceptor student has requested a placement with the named paramedic(s)
and
- c) in the case **that** multiple paramedics have intended or been requested, the assignment shall be based on seniority.

WHEREAS the parties understand and agree that a paramedic can refuse to accept the assignment of a student. If a single paramedic of a crew refuses an assignment of a fourth semester preceptor student, the student shall be assigned as outlined above.

WHEREAS the current practice for ACP's preceptorship and for PCP first, second and third semester ride outs will remain in place and as currently practiced.

Dated this _____ day of _____, 2020.

For the Union

For the Employer

LETTER OF UNDERSTANDING

Between

**THE CORPORATION OF THE COUNTY OF ESSEX
(ESSEX WINDSOR EMS)**

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.2

RE: SUMMER STUDENT PAY RATE

The parties agree that the summer student hourly rate and hours of work for the EMS summer student for the term of this collective agreement will be minimum wage plus \$2.10/hour based on a 32.5 hours per week.

Dated this _____ day of _____, 2020.

For the Union

For the Employer

LETTER OF UNDERSTANDING

Between

**THE CORPORATION OF THE COUNTY OF ESSEX
(ESSEX WINDSOR EMS)**

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.2

RE: SELECTION OF EMPLOYEES FOR PAID TRAINER/INSTRUCTOR POSITIONS

Notwithstanding the language in the Current Collective agreement, the parties agree to the following:

- 1) When the employer deems that training should be delivered by peer instructors, all paid peer training placements for Essex Windsor EMS mandatory training will be selected and filled on the basis of seniority, when skills, ability and knowledge are considered equal.
- 2) For clarity purposes, mandatory training required by another organization is exempted from this Letter of Understanding.
- 3) The parties acknowledge that being an adequate peer trainer does not necessarily coincide with that of the qualifications and duties of all paramedics and therefore accepts that special consideration may be given to individuals who can reasonably demonstrate an aptitude towards the ability to train and/or instruct others.
- 4) Peer training opportunities will be posted. All interested applicants for each round of selection will be granted to an opportunity to express/convey/demonstrate their individual ability and/or qualification for the peer training of others.
- 5) The parties acknowledge that course material may be specific in nature and therefore agree to accept special consideration for individuals who hold outside certifications specific to the material of that training course's curriculum.
- 6) It is understood that successful applicants for peer trainer placements may be limiting the selection of the same individuals on a consistent basis. Therefore, it is agreed that after serving as a peer trainer for two (2) consecutive sessions, special consideration may be given to the next highest senior applicant for the purpose of maximizing the number of employees obtaining peer training placements. Thereafter, the senior employee who is omitted from selection will be permitted to again serve as peer trainer for the next, subsequent trainer opportunity, and will be chosen as outlined herein.
- 7) If a chosen peer trainer is found not to be properly following course curriculum, the Employer will provide appropriate direction to ensure compliance with the curriculum. However, if the issue persists, the peer trainer may be replaced by the next senior applicant with similar skills, knowledge, and ability.
- 8) The President of the Union and/or their delegate will be informed throughout the

applicant selection process.

- 9) The parties acknowledge that either party may opt out of this LOU with two (2) weeks written notice.

Dated this _____ day of _____, 2020.

For the Union

For the Employer

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF ESSEX
(ESSEX WINDSOR EMS)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2974.2

RE: SHIFT OVERRUN ON PELEE ISLAND

WHEREAS the Union filed Grievances 2017-12-07 A-F and the parties had a Step 1 Grievance Meeting on January 9th, 2018 and a response was forward to the Union on January 15th, 2018.

AND WHEREAS the parties have met and have had ongoing communication to discuss the parameters for the Letter of Understanding for shift overrun for the Paramedics who are scheduled to perform Paramedic duties on Pelee Island, and who are unable to leave the island due to weather and/or no transportation is available to return to the mainland.

AND WHEREAS notwithstanding the language in the current collective agreement, the parties hereto agree to the following relating to the shift overruns of all Paramedics who have been scheduled and worked on Pelee Island since December 7th, 2017 and on a go forward basis.

Therefore the parties agree as follows:

- (a) Paramedics shall receive 1 ½ times their regular rate of pay as per Article 16.01 for the extended hours between 07:00-15:00 and is subject to change as per the collective agreement.
- (b) Paramedics shall receive payment 1 ½ times for Standby/On-Call hours as per 15.05, and the Minutes of Settlement dated January 26th, 2011, and is subject to change as per the collective agreement
- (c) Paramedics shall receive an eight (8) hour stipend for each day of extension past their regular scheduled assignments based on the hourly rate of pay as per Schedule A, and is recognized as payment for inconvenience to the Paramedics for issues outside the control of Essex-Windsor EMS & The Corporation of the County of Essex, and the Employee.
- (d) The parties hereby agree to resign this document at the beginning of arbitration and will attach it to the collective agreement

- (e) Should any dispute arise from this agreement the parties agree to meet within (2) two weeks from the date of any such allegation to attempt and resolve the matter before referring to Article 9, and is subject to any changes to the collective agreement.
- (f) The Union agrees to withdraw the Grievances 2017-12-07 A-F once this document is signed without prejudice or precedence.

Dated this _____ day of _____, 2020.

For the Union

For the Employer

SCHEDULE A

WAGES:

April 1, 2019 – 1.25% retro paid within 45 days of ratification

April 1, 2020 – 1.25%

April 2, 2021 – 1.25%

Band	Points	Classification		Low	Mid-Low	Mid	Mid-High	High
16	405-414	Paramedic 2	04/01/2019	\$36.11	\$37.70	\$39.27	\$40.84	\$42.43
			04/01/2020	\$36.56	\$38.17	\$39.76	\$41.35	\$42.96
			04/01/2021	\$37.02	\$38.65	\$40.26	\$41.87	\$43.50
13	375-384	Vulnerable Patient Navigator	04/01/2019	\$34.46	\$36.08	\$37.59	\$39.10	\$40.63
			04/01/2020	\$34.99	\$36.53	\$38.06	\$39.59	\$41.14
			04/01/2021	\$35.43	\$36.99	\$38.54	\$40.08	\$41.65
12	365-374	Paramedic 1	04/01/2019	\$34.06	\$35.56	\$37.05	\$38.53	\$40.02
			04/01/2020	\$34.49	\$36.00	\$37.51	\$39.01	\$40.52
			04/01/2021	\$34.92	\$36.45	\$37.98	\$39.50	\$41.03
4	285-294	Logistics Technician	04/01/2019	\$29.95	\$31.27	\$32.58	\$33.89	\$35.21
			04/01/2020	\$30.32	\$31.66	\$32.99	\$34.31	\$35.65
			04/01/2021	\$30.70	\$32.06	\$33.40	\$34.74	\$36.10
2	265-274	Shift Scheduling Clerk EMS Clerk Typist, EMS	04/01/2019	\$28.94	\$30.21	\$31.48	\$32.73	\$34.01
			04/01/2020	\$29.30	\$30.59	\$31.87	\$33.14	\$34.44
			04/01/2021	\$29.67	\$30.97	\$32.27	\$33.55	\$34.87
1	255-264	Vehicle Service Technicians	04/01/2019	\$28.42	\$29.68	\$30.92	\$32.16	\$33.41
			04/01/2020	\$28.78	\$30.05	\$31.31	\$32.56	\$33.83
			04/01/2021	\$29.14	\$30.43	\$31.70	\$32.97	\$34.25
TBD	TBD	Emergency Measures Coordinator	04/01/2019	\$33.26	\$34.81	\$36.36	\$37.89	\$39.45
			04/01/2020	\$33.68	\$35.25	\$36.81	\$38.36	\$39.94
			04/01/2021	\$34.10	\$35.69	\$37.27	\$38.84	\$40.44

Red Circle

Current Incumbents

Paramedic 2 at high will receive negotiated increase and Retro then will remain at same rate of pay until 04/01/21

Low Mid-Low Mid Mid-High High

\$36.53 \$38.26 \$39.97 \$41.72 \$43.45

Employees at lower steps may move out sooner

Pink Circle – Current Incumbents

Will receive negotiated increase from 2020-2024, then receive 50% of negotiated increase and a lump sum from 2025-2029

Shift Scheduling Clerk, EMS

Vehicle Services Technician

\$35.00
\$35.44
\$35.88

\$33.82
\$34.24
\$34.67

Part time Employees advance to next step grid value upon accumulation of 1 years' Service, as per Article 12.01 (b).

Students receive 75% of low grid value.

NOTE: Some individuals may be paid a rate different than the Job Rate for their position, on a present incumbent only basis.