

IN THE MATTER OF AN APPLICATION UNDER SECTION 96 OF THE *LABOUR RELATIONS ACT, 1995*

B E T W E E N:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2974.2

(the "Applicant")

– and –

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

(the "Responding Party" or the "County")

(collectively the "Parties")

MINUTES OF SETTLEMENT

WHEREAS the Applicant is the certified bargaining agent for most employees employed as paramedics by Essex-Windsor EMS and are parties to a collective agreement governing the terms and conditions of the County's paramedics (the "Collective Agreement");

AND WHEREAS the Parties were bargaining to renew the Collective Agreement during 2017 and 2018;

AND WHEREAS the Applicant filed an Application under Section 96 of the *Labour Relations Act, 1995* (the "Act") on April 25, 2018 which was assigned Board File No. 0295-18-U (the "Application");

AND WHEREAS the Parties wish to resolve the Application without recourse to hearing;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

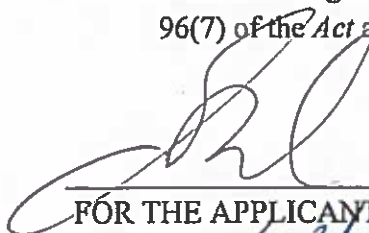
1. The Parties agree that the notice issued by the County on November 20, 2017, is rescinded. For clarity, the County's notice issued on November 20, 2017 (hereafter the "Notice") was as follows:

"The practice of permitting employees to draw from various banks to cover any period of absence, other than the once per year payout as outlined in articles 16 and 17 will stop."

2. The Parties agree that the practice, as addressed by the Notice, of allowing the Applicant's members to draw from various banks (such as float days, statutory holiday and overtime banks) to cover any period of absence (other than those described in

paragraph 4 below) or to allow employees to use these banks to top-up their pay on a bi-weekly basis shall continue until the Collective Agreement which succeeds the Collective Agreement expiring March 31, 2019, becomes effective.

- 3. Nothing in these Minutes prevents the County from providing any notice, including, but not limited to, notice regarding the cessation of the practice described in paragraphs 1 and 2 during bargaining for a new collective agreement. For clarity, and in accordance with paragraph 6 below, it is agreed that these Minutes are without prejudice to any position either party may take in any grievance(s) arising from such notice being given in the future.
- 4. The Parties recognize that these Minutes do not apply to the cessation of the practice of permitting the Applicant's members to draw from their banks to cover hours not paid under the County's STD plan for illness, which is currently being grieved in Grievance #2017-11-10A. Notice of the end of this practice was given to the Applicant on June 5, 2017.
- 5. The Applicant hereby withdraws, with consent of the Responding Party, the Application, Grievance #2017-11-10E and Grievance #2017-11-10F on a without prejudice basis.
- 6. These Minutes of Settlement are without prejudice or precedent to any other matter between the Parties, and shall not be raised or relied on in any subsequent proceedings, including, but not limited to, any Grievance Arbitration proceedings.
- 7. These Minutes do not constitute any admission of liability or wrongdoing on the part of the Responding Party as alleged in the Application, any grievance or otherwise.
- 8. The Parties agree that these Minutes of Settlement constitute a settlement under section 96(7) of the Act and is enforceable as such.



 FOR THE APPLICANT

Sept 10/2018

 Date



 FOR THE COUNTY

Aug 29/18
AUGUST 29, 2018

 Date