

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CORPORATION OF THE COUNTY OF ESSEX**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES 2974.2**  
**RE: SELECTION OF EMPLOYEES FOR PAID TRAINER/INSTRUCTOR POSITIONS**

**WITHOUT PREJUDICE AND PRECEDENCE**

**WHEREAS** the Employer and the Union met on June 7th 2018 to discuss grievances 2018-02-06F and 2018-04-03A

**AND WHEREAS** they have had ongoing communication to discuss reasonable terms consistent with the intent of the Collective Agreement in selecting employees for trainer positions on a seniority basis with consideration for specific qualifications for future educational sessions for 2974.2 sub local.

**AND WHEREAS** 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 exempt 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 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 constant 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 a 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.

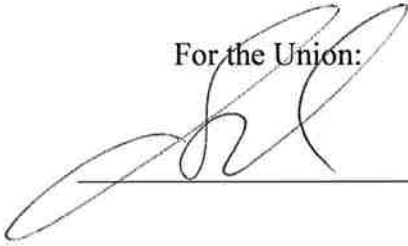
9) The parties acknowledge that either party may opt out of this LOU with two (2) weeks written notice.

10) On the signing of this document, there is an agreed to resolution of grievances 2018-02-06F and 2018-04-03A.

*withdraw* 

Dated this 12 day of October, 2018.

For the Union:

  
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For the Employer:

  
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