

**COLLECTIVE AGREEMENT**

**BETWEEN**



**THE CORPORATION OF  
THE UNITED COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY MEDICAL  
SERVICES DIVISION)**

*(hereinafter referred to as the "Employer")*

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4440**

*(hereinafter referred to as the "Union")*



**January 1, 2013 – December 31, 2014**

**TABLE OF CONTENTS**

ARTICLE 1 - PURPOSE ..... 1

ARTICLE 2- DEFINITIONS ..... 1

ARTICLE 3 -MANAGEMENT RIGHTS ..... 3

ARTICLE 4- NO DISCRIMINATION ..... 4

ARTICLE 5 -STRIKES & LOCKOUTS ..... 5

ARTICLE 6- UNION SECURITY ..... 5

ARTICLE 7- UNION REPRESENTATION AND COMMITTEES ..... 6

ARTICLE 8 -GRIEVANCE PROCEDURE ..... 9

ARTICLE 9- ARBITRATION..... 12

ARTICLE 10- ACCESS TO FILES..... 13

ARTICLE 11 -SENIORITY ..... 14

ARTICLE 12- PROMOTIONS-LAYOFF- RECALL..... 16

ARTICLE 13- CONTRACTING OUT ..... 22

ARTICLE 14- WORK OF THE BARGAINING UNIT ..... 22

ARTICLE 15- STAFFING..... 23

ARTICLE 16- LEAVES OF ABSENCE ..... 23

ARTICLE 17 - SICK LEAVE, INJURY AND DISABILITY ..... 33

ARTICLE 18- HOURS OF WORK..... 38

ARTICLE 19- PAID HOLIDAYS ..... 43

ARTICLE 20- VACATION ..... 45

ARTICLE 21 -TECHNOLOGICAL CHANGE ..... 49

ARTICLE 22- BENEFITS ..... 49

ARTICLE 23 -UNIFORMS AND PROTECTIVE FOOTWEAR ..... 52

ARTICLE 24 -JOB CLASSIFICATION..... 54

ARTICLE 25- GENERAL ..... 54

ARTICLE 26- DECERTIFICATION DEACTIVATION..... 55

ARTICLE 27- WAGE CLASSIFICATIONS ..... 56

ARTICLE 28 - TERM..... 56

SCHEDULE "A" - WAGES ..... 56

LETTER OF UNDERSTANDING re EMPLOYEE CALL IN & P-T SCHEDULING ..... 58

LETTER OF UNDERSTANDING re LEGAL LIABILITY COVERAGE ..... 63

LETTER OF UNDERSTANDING re REPAYMENT OF OVERPAYMENTS ..... 64

LETTER OF UNDERSTANDING re AARON KLINCK AND TERMS OF JOB SHARE..... 66

LETTER OF UNDERSTANDING re WORKPLACE ACCOMODATION AND RETURN TO WORK PROCESS... 68

LETTER OF UNDERSTANDING re MEDIATION..... 69

## **ARTICLE 1 -PURPOSE**

### 1.01 **Preamble**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible care and health protection for patients.

1.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the text so requires. Where the singular is used, it may also refer to the plural, and vice versa as required.

### 1.03 **Recognition**

The Employer recognizes the Canadian Union of Public Employees and its Local 4440 as the sole and exclusive bargaining agent for all paramedic and emergency medical attendant employees of the Leeds and Grenville Emergency Medical Services Division of the United Counties of Leeds and Grenville in the geographic area of the United Counties of Leeds and Grenville, save and except E.M.S. administrative assistant, EMS clerical/program support, supervisors and persons above the rank of supervisor.

## **ARTICLE 2- DEFINITIONS**

### 2.01 **Temporary Assignment**

(i) Temporary Assignment shall be defined as specific term for which an employee may be hired or assigned, to replace a full-time employee in the bargaining unit who is on approved leave of absence or sick leave or to perform a special non-recurring task not to exceed three (3) months. This term may be extended a further three (3) months on mutual agreement of the Union, employee and the Employer. The period of employment of such persons will not exceed the absentee's leave.

2.01

**Temporary Assignment** (continued)

- (ii) Temporary Assignment shall also be defined as a specific term for which an employee may be hired or assigned to replace full-time employee in the bargaining unit who is on absence due to WSIB disability, long-term disability or pregnancy/parental leave where such leaves are not to exceed twelve (12) months.
- (iii) During the term of his/her Temporary Assignment an employee cannot apply to any subsequent or new Temporary Assignments that arise. Notwithstanding the above, an employee may apply for a full-time position during the term of the temporary assignment.
- (iv) This Collective Agreement will apply to employees on a Temporary Assignment as if they were Part-Time Employees, except as provided in Article 17.02(e) and except where a Full-Time Employee has been appointed to the Temporary Assignment, the Full-Time Employee will retain their employment status and be returned to their former position at the completion of the assignment.

2.02

**Full-Time Employee**

A full-time employee shall be defined as one who has been appointed to a full-time position and is regularly scheduled for work and/or an employee who has been appointed to a full-time permanent position whereby the station and shift are floating (Full-Time Float).

2.03

**Part-Time Employee**

A part-time employee shall be defined as one who is not regularly scheduled for work except where assigned to a temporary position/assignment.

In the event a part-time employee has not worked a shift in three (3) consecutive months, the Employer will request via registered letter the employee's confirmation of their desire to continue employment with the Employer or their written resignation. If the Employer does not receive a response from the employee within one (1) month of written request/communication, the employee will be deemed to have resigned. If the employee expresses a desire to continue employment as above, however, does not work a shift in the subsequent three (3) consecutive months, the Employee will be deemed to have resigned, unless on an approved leave of absence. This time period may be extended based on exceptional circumstances and mutual agreement of the parties.

## **ARTICLE 3- MANAGEMENT RIGHTS**

### **3.01        Management Functions**

The Union recognizes and acknowledges that the management of the Employer's business and direction of the workforce are fixed exclusively with the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency, and to establish, enforce and alter from time to time rules and regulations governing the conduct of the employees;
- (b) Discharge, suspend or otherwise discipline employees, provided that employees who have completed their probationary period shall only be disciplined for just cause;
- (c) Hire, select, promote, demote, and classify, transfer and lay off employees;
- (d) Determine the nature and kinds of business to be conducted by the Employer, and in the interest of efficient operation and highest standard of service, determine job rating or classification, the hours of work, work assignments, methods of doing the work, the equipment to be used, the content of jobs and the standards of performance for all employees;
- (e) Extend, limit or curtail operations or any part thereof;
- (f) Determine the number of employees to be employed, the hours to be scheduled, starting and stopping times and overtime required.

3.02        The Employer agrees that the above described management rights shall be exercised consistent with the terms of this Collective Agreement. Workplace rules and standard operating procedures shall be observed by all employees.

## **ARTICLE 4- NO DISCRIMINATION**

4.01 The Employer and the Union agree that there shall be no discrimination or harassment with respect to an employee covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or disability as defined in Section 10 (1) of the Ontario Human Rights Code (OHRC), in relation to that employee's employment relationship.

There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.

The United Counties of Leeds and Grenville recognizes the right of every employee to work in an environment that is free from discrimination and harassment.

It is the employer's responsibility to have a policy regarding discrimination and harassment in the workplace. This policy shall identify that harassment includes "sexual harassment" as defined in the Ontario Human Rights Code. This policy shall provide a framework for the identification and resolution of issues regarding discrimination and harassment in the workplace and outline procedures to be followed so that alleged incidents may be reported without fear of retaliation or reprisal and employees reporting same will know the matter will be treated confidentially. This policy shall be posted in all the employer's workplace locations. The policy shall identify that employees who are found to have engaged in discriminatory or harassing conduct may be subject to disciplinary action, up to and including dismissal for cause.

For investigations occurring under this policy employees will have the right under this policy to be accompanied by a union representative for support during his/her interviews. The employer shall provide the union with a copy of the findings of such investigations.

The employer's policy(s) and its procedures with respect to discrimination and harassment shall not abrogate any employee's right to file a grievance or to exercise their rights under the Ontario Human Rights Code or other relevant employment-related legislation.

## **ARTICLE 5- STRIKES & LOCKOUTS**

5.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

## **ARTICLE 6- UNION SECURITY**

### **6.01 Union Dues & Union Agreement**

The Employer agrees to deduct from every employee the monthly membership dues, in accordance with the Union by-laws, and owing by him to the Union. Deductions shall be made from the payroll period at the first of each month under direct remittance to the CUPE National Office the fifteenth of the month following, accompanied by a list of the names of the employees from whom such dues deductions have been made.

All new employees shall be given a copy of the Collective Agreement along with a package provided by the Union and relevant information for the new employee at the time they are employed. The Employer and the Union will share equally the cost of the printing of the Collective Agreement. If possible, Administration will introduce new employees to executive members and stewards while on orientation visits, if the executive and stewards are available.

The Employer will provide the Union with a list of addresses of all employees in the bargaining unit every April 1 and October 1, unless an employee notifies the Employer in writing that he does not wish that his address be made known to the Union.

Upon prior approval, the Employer shall provide sufficient meeting space to allow the Local Union to hold its monthly meeting on the Employer premises, provided such space is available.

The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising from the deduction of Union dues as provided herein.

6.02 **T4 Slips**

The Employer will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Employer's payroll system.

6.03 **No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

6.04 **Bulletin Boards**

The Employer shall provide to the Union reasonable access to its bulletin boards, including electronic, at each station for the posting of notices or other information, provided that they are in good taste. The EMS Division Manager/Chief or his designate may remove those that do not meet the above requirements.

6.05 **Correspondence**

All correspondence between the Parties relating to this Agreement and its administration shall normally pass between the E.M.S. Division Manager/Chief or his delegate, and the Secretary of the Union.

**ARTICLE 7- UNION REPRESENTATION AND COMMITTEES**

7.01 The Union agrees to inform the Employer, in writing, of the names of the stewards and of any changes therein, and the Employer will not be required to recognize such stewards until notification from the Union has been received.

7.02 **Union Activity on Premises and/or Access to Premises**

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on the Employer's premises or on the Employer's time without the prior approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

7.03 **Labour-Management Committee**

Where the Parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each Party as mutually agreed shall meet at a time and place mutually satisfactory. Meetings shall be held in the months of January, May and October with additional times being arranged if necessary. Meetings may be cancelled by mutual consent of the parties. A request for a meeting hereunder will be made in writing at least one week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. If a meeting is scheduled where a representative is on the night shift the night prior to the meeting, the representative will be re-scheduled from that night shift to a day shift on the day of the meeting and this is considered their regularly scheduled hours of work for that day.

7.04 **Bargaining Committee**

The Employer agrees to recognize a negotiating committee comprised of up to three (3) employees including the Local President for the purposes of negotiating a renewal Agreement.

#### 7.04 (cont'd)

Members of the negotiating committee shall suffer no loss of pay in respect of regularly scheduled working hours for time spent in direct negotiation of a renewal Collective Agreement. If a meeting is scheduled where a representative is on the night shift the night prior to the meeting, the representative will be re-scheduled from that night shift to a day shift on the day of the meeting and this is considered their regularly scheduled hours of work for that day.

The Union will advise the Employer in writing at least three (3) weeks prior to the commencement of negotiations of the identity of the employee members of the Union negotiating committee.

Nothing in this Article is intended to preclude the Union Negotiating Committee from having the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer.

#### 7.05

##### **Union Stewards**

The Employer agrees to recognize a total of seven (7) (including the Chief Steward). Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement. The Union will endeavor to have equal representative from each team ( i.e. Team 1 and Team 2).

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the EMS Division Manager/Chief (or designate) and the Employer's Human Resources Manager notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Employer's premises in which he is

7.05 (cont'd)

not normally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

7.06 **Grievance Committee**

The Employer will recognize a grievance committee composed of the chief steward and employees selected by the Union who have completed their probationary period.

The purpose of the committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the employer notified in writing of the names of the members of the grievance committee appointed or selected under this Article as well as the effective date of their respective appointments.

A committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the employer up to, but not including arbitration.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable. Where discipline has been issued by a person in a position in a higher rank than Supervisor, the grievance process will commence at Step 2.

8.02 **Step 1**

It is the mutual desire of the Employer and the Union that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor or designate the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor or designate

8.02 (cont'd)

within ten (10) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. The parties shall discuss the facts giving rise to the complaint or grievance, and the relief sought. The supervisor or designate shall reply in writing within seven (7) calendar days. If the grievance is not resolved with the employee's supervisor, then within seven (7) calendar days of receiving the supervisor's or designates written decision, the grievance may be continued in the following manner:

**Step 2**

The employee must submit the grievance in writing signed by him and by a Union representative to an Deputy Chief or his/her designate. The written grievance shall identify the facts giving rise to the grievance, the Article or Articles of the Collective Agreement allegedly violated and the relief sought. The parties may meet at a time and place to be mutually agreed upon, within seven (7) calendar days of the submission of the grievance at step 2. The Deputy Chief or designate will deliver his decision in writing within seven (7) calendar days following the day on which the grievance was presented to him, or if a meeting is held within seven (7) calendar days thereof.

**Step 3**

Within seven (7) calendar days following the decision in Step 2, the Union may submit the grievance to the EMS Division Manager/Chief or his designate. The Parties may meet at a time and place to be mutually agreed upon, within seven (7) calendar days of the submission of the grievance at Step 3. The EMS Division Manager/Chief or designate shall provide his written decision on the grievance within seven (7) calendar days from his receipt of the grievance, or if a meeting is held, within seven (7) calendar days thereof.

8.02

**Step 4**

Within seven (7) calendar days following the decision in Step 3, the grievance may be submitted in writing to the C.A.O. of the employer or his designate. A meeting will then be held between the C.A.O. or

#### 8.02 (Step 4 cont'd)

his designate and no more than two (2) members of the grievance committee, within ten (10) calendar days of the submission of the grievance at Step 4 unless extended by agreement of the Parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the C.A.O. or his designate may have such counsel and assistance as he may desire at such a meeting. The decision of the employer shall be delivered in writing within seven (7) calendar days following the meeting.

8.03 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, the Union may present a group grievance in writing identifying each employee who is grieving to the E.M.S. Division Manager/Chief or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 3 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.04 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 4 within seven (7) calendar days after the date the discharge or suspension is affected.

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

8.05 A grievance arising directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of this Collective Agreement may be originated at Step 3 within fourteen (14) calendar days following the circumstances giving rise to the grievance.

8.05 (cont'd)

It is expressly understood, however, that the provisions of this article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself, and the regular grievance procedure shall not be by-passed. The Union shall not be entitled to any remedy which could have been secured on the basis of an individual grievance. Where the grievance is an Employer grievance, it shall be filed with the President of the Union Local.

- 8.06 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of a steward. In the case of suspension or discharge, the employer shall notify the employee of this right in advance.

**ARTICLE 9- ARBITRATION**

- 9.01 Failing settlement of a grievance under the above described grievance procedure, that grievance, including a question as to whether or not the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision at Step 4 of the grievance procedure, the grievance shall be deemed to be abandoned.
- 9.02 When either Party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other Party to this Collective Agreement, and at the same time appoint a nominee. Within ten (10) calendar days thereafter, the other Party shall appoint its nominee, provided however, that if such Party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application. The two nominees shall agree upon the Chair of the Arbitration Board. If they are unable to agree upon such Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.
- 9.03 Nothing in this Article shall limit the ability of the Parties to agree to have a grievance heard by a sole arbitrator, who shall be agreed upon between the Parties or appointed by the Minister of Labour for the Province of Ontario if required, and the time lines set out in Article 9.02 shall apply with any necessary changes.

- 9.04 No matter may be submitted to arbitration which has not been properly carried through all Steps of the grievance procedure.
- 9.05 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance in question.
- 9.06 The Arbitration Board shall hear and determine the difference between the Parties and shall issue a decision which shall be final and binding upon the Parties and upon any employee affected by it. The decision of the majority shall be the decision of the Board; however, where there is no majority, the decision of the Chair shall be the decision of the Board.
- 9.07 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any provisions of this Agreement.
- 9.08 The Parties will bear the expense of their own nominee and the Parties will equally share the fees and expenses of the Chair of the Arbitration Board.

## **ARTICLE 10 - ACCESS TO FILES**

### **10.01 Access to Personnel File**

Each employee shall have reasonable access to his personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of a staff member of the Employee Services Department. An employee has the right to request copies of any evaluations in this file.

- 10.02 Any record of oral reprimand, letter of warning, suspension or any other disciplinary sanction will be removed from an employee's personnel file fifteen (15) months following the date of incident giving rise to such oral reprimand, letter of warning, suspension or other disciplinary sanction provided that such employee's record has been discipline free for the fifteen (15) month period. In the event an employee is on a leave of absence of any type greater than three (3) months, the time period will be suspended at the commencement of the absence and will recommence once the employee has returned to his/her former duties/status.

## **ARTICLE 11 - SENIORITY**

### **11.01 Definition of Seniority**

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-Time employees will accumulate seniority on the basis of 2,080 hours equals one (1) year. Notwithstanding that part-time employees may work in excess of 2,080 hours in one (1) year, they will not accumulate more than one (1) year seniority in any given year. As such Part-time employees shall not accumulate more than eighty (80) hours per bi-weekly pay period. Part-Time employees converting to full-time status shall be credited with full-time seniority on the basis of one year full-time seniority for each 2,080 hours part-time seniority with the corresponding pro-rating applied as required.

Full-time employees converting to part-time status shall be credited with part-time seniority on the basis of 2,080 hours part-time seniority for each one (1) year, full-time seniority, with the corresponding pro-rating applied as required.

The Employer shall maintain separate full-time and part-time seniority lists showing the date upon which each employee's service commenced. The list will also show each full-time employee's years of service and each part-time employee's accumulated hours as the case may be. The list will be posted in March, June, September and December of each year. Any employee alleging an error on the seniority list shall be required to provide written notice of such alleged error to the Employer within twenty (20) days of the posting of the seniority list, failing which the seniority list and all information listed (i.e. Years of service, seniority hours, placement on this list) shall be deemed to be accurate.

Seniority will operate on a bargaining unit wide basis. No employee on the part-time seniority list may exercise seniority rights over an employee on the full-time seniority list.

11.02

**Loss of Seniority**

An employee shall lose all seniority and service and shall be deemed to have been terminated if he:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- (e) fails to return to work upon the termination of an authorized leave of absence without satisfactory reason;
- (f) has been laid off and not accumulating part-time seniority, for eighteen (18) months;
- (g) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer;
- (h) is absent due to illness or disability for a period of twenty-seven (27) calendar months from the time the disability or illness commenced (this sub-article shall be interpreted consistent with the provisions of the Ontario Human Rights Code).

11.03

**Effect of Absence**

- (a) During any approved unpaid absence for thirty (30) continuous calendar days or less, or any approved paid absence, both seniority and service will accrue.
- (b) During any unpaid absence exceeding thirty (30) continuous calendar days, credit for service for the purposes of vacation, sick leave and any other benefits under the provisions of this Collective

11.03 (b) cont'd

Agreement or elsewhere shall be suspended for the period of the absence. In addition, the employee will be responsible for the full payment of any subsidized employee benefits in which he is participating for the period of the absence, except that the Employer will continue to pay its share of the premiums up to twelve (12) months if an employee is in receipt of WSIB benefits.

- (c) Despite paragraph (b), service shall accrue for a period of fifteen (15) weeks if the employee is in receipt of WSIB benefits.
- (d) During any unpaid absence exceeding thirty (30) continuous calendar days, credit for seniority for the purposes of promotion, demotion, transfer or layoff shall continue during the period of absence.
- (e) All of the foregoing is subject to the application of the provisions of the Ontario Human Rights Code.

11.04 New employees shall be considered to be on probation for a period of 1,040 hours worked from the date of last hire. The release or discharge of a probationary employee during the probationary period shall not be subject to the grievance or arbitration procedures in this Collective Agreement.

11.05 Upon the successful completion of the probationary period, the employee shall be credited with seniority from his date of last hire.

**ARTICLE 12- PROMOTIONS- LAYOFF- RECALL**

- 12.01 (a) Where the Employer determines a full-time position vacancy exists, or a temporary vacancy exists, or a new full time position is created, the Employer will post notice of the vacancy/job opportunity on all bulletin boards for a minimum of ten (10) calendar days. Such posting shall advise that applications may be submitted by full-time employees for both the specific station assignment at which the vacancy/job opportunity exists, and any other station assignments which may become available as a result of the filling of the original vacancy/job opportunity.

12.01(cont'd)

An internal posting will close to coincide with the end of a pay period and seniority under this provision only will be calculated as at the close of the internal posting.

- (b) The Employer shall be at liberty to post simultaneously notice of a full-time vacancy/job opportunity directed at the part-time employees, identifying the existence of a full-time vacancy/job opportunity at a station assignment yet to be determined, pending the filling of the full-time vacancy/job opportunity described in paragraph (a). Any such posting shall be posted on all bulletin boards for a minimum of ten (10) calendar days.
- (c) Full-time positions will be filled first from among full-time employees who have applied for a station assignment transfer, on the basis of seniority.
- (d) Any full-time vacancy which remains following the completion of the process described in paragraph (c) will be filled from among the part-time employees. The Employer shall award any such position to the senior qualified part-time applicant, with a documented work record satisfactory to the Employer.
- (e) Where the Employer determines a temporary vacancy exists of three (3) month(s) expected duration the Employer will post notice of the temporary assignment on the electronic bulletin board for a minimum of ten (10) calendar days. Such posting shall advise that applications may be submitted by full-time employees for a temporary station assignment at the station where the temporary assignment exists and by part-time employees whereby the station assignment is yet to be determined, pending the filling of the temporary station assignment, if applicable.
  - (i) In the case of a temporary assignment, once the original temporary assignment is filled by a full-time employee (limited to four (4) and that the subsequent vacancy must be filled by a part-time employee.
  - (ii) It is intended that all three (3) month temporary assignments will be posted simultaneously once per quarter (i.e. Jan-Mar, Apr-Jun, July-Sept, Oct-Dec) whereby the temporary assignment would start as of the beginning of the first payroll of the following quarter (i.e. January, April, July and October).

12.01(cont'd)

- (f) Where the Employer determines a temporary vacancy exists of greater than four (4) weeks and less than three (3) months outside of the simultaneous postings in "(e) (ii)" above , the Employer will post such temporary vacancy, however the end date for such temporary vacancy must coincide with the end date of any other temporary assignments from "(e)" above.
- (g) During the term of his/her temporary assignment, an employee cannot apply to any subsequent or new temporary assignments of less than three (3) months that may arise.
- (h) An employee making an application to a temporary vacancy will provide one (1) telephone number in the application. It is understood the employee will be provided a minimum of one (1) hour to accept or reject an offer for a temporary assignment once contact is made directly by phone. After one (1) hour has passed without acceptance the offer will be deemed rejected and the Employer may move on to the next employee on the list. Extensions to one (1) hour will be granted where extenuating circumstances exist. Such extensions will not be unreasonably withheld. Where no contact has been made, the Employer shall provide twenty four (24) hours for the applicant to respond before calling the next applicant on the list. The posting shall contain the date that calling of the applicants will commence.

12.02

**Transfer and Seniority Outside the Bargaining Unit**

- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees transferred without his consent on temporary assignments shall remain members of the bargaining unit, entitled to union representation and shall continue to pay union dues.

12.02 (cont'd)

- (b) An employee who is transferred to a position outside the bargaining unit with his consent shall not, accumulate seniority. In the event the employee returns to a position in the bargaining unit within twelve (12) months of the transfer, he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

12.03

**Relocations of Positions**

For any permanent relocation of station or shift assignment made by the Employer the affected employees will have the option to accept the relocation or to displace a less senior full-time employee and each less senior full-time employee so displaced shall in turn have the right to exercise his/her own seniority in the same manner. The transition schedule will be administered by the employer in a manner that does not create an overtime situation.

12.04

**Layoff and Recall**

- (a) A layoff is defined as a reduction in the number of bargaining unit positions or a reduction in a full-time employee's regularly scheduled hours of work resulting in less than 2,080 hours per annum.
- (b) In the event of a proposed layoff of a permanent or long term nature or the elimination of a position within the bargaining unit, the Employer shall:
  - (i) Provide the Union with no less than three (3) months written notice of the proposed layoff or elimination of position; and
  - (ii) Provide to the affected employee(s), if any, no less than three (3) months written notice of layoff or pay in lieu thereof.

12.04 (cont'd)

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

An employee in receipt of notice of layoff may:

- (a) Accept the layoff; or,
- (b) Displace the most junior full-time employee; or,
- (c) Elect to be placed on the part-time employee list.

An election under option (b) will trigger the implementation of a "bumping meeting" for the purpose of facilitating the affected employee's right to displace any junior employee from his/her station or shift, and each junior employee so displaced shall in turn have the right to exercise his/her own seniority in the same manner. The Employer shall lay off employees in reverse order of seniority, provided that those employees who remain on the job have the skill and ability to perform the remaining work.

An employee shall have opportunity of recall from a layoff to an available opening in order of seniority, provided that he or she has the skill and ability to perform the work.

- (b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer will provide and pay for an opportunity to requalify for any required certifications and in all respects shall not act in an arbitrary or unfair manner.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address

12.04 (cont'd)

on record with the Employer (which notification shall be deemed to be received on the fourth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

The employee is solely responsible for his or her proper address and telephone number being on record with the Employer at all times.

In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the three month notice period.

12.05 **Benefits on Layoff**

In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums up to the end of the month in which the layoff occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of his or her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

12.06 **Severance**

Employees with more than five (5) years' service in receipt of notice of layoff pursuant to Article 12.04 (b) shall be entitled to severance pay in the amount of one week of regular wages multiplied by the sum of (a) the number of years of service the employee has completed; and (b) the number of months of service not included in clause (a) that the employee has completed, divided by twelve (12). For the purposes of indefinite layoff only, employees will become eligible for severance pay after one (1) year of service.

12.06 (cont'd)

The maximum severance payment shall be twenty-six (26) weeks.

Employees that accept the layoff as per Article 12.04 (b) (a) shall be paid the severance pay forthwith.

Employees that elect to displace a junior employee as per Article 12.04 (b) shall have their layoff notice rescinded and shall not be entitled to severance pay.

Employees that are unable to displace a junior employee and who have not accepted the layoff shall have their severance pay held by the Employer until such time as the recall rights expire or the employee forfeits their recall rights at either of which times the severance pay shall be paid out.

**ARTICLE 13- CONTRACTING OUT**

13.01 The Employer shall not contract out any work usually performed by members of the bargaining unit, if, as a result of such contracting out, a layoff of any employee(s), other than part-time employees, results from such contracting out.

**ARTICLE 14- WORK OF THE BARGAINING UNIT**

14.01 Employees not covered by the terms of this agreement will not perform duties normally assigned to those employees who are covered by this agreement, except for the purposes of training, and emergencies when regular employees are not readily available.

14.02 Volunteers who are not members of the bargaining unit may not perform bargaining unit work.

14.03 Any special event or undertaking by the Employer, for which an employee may be expected to perform his or her regular duties including delegated medical acts, occurring outside of the Service's normal deployment plan shall be paid at the applicable rate.

Such duties shall be offered in accordance with Article 15.

## **ARTICLE 15- STAFFING**

- 15.01 The Employer agrees to schedule all ambulances with two (2) full-time EMCA Primary Care Paramedics per vehicle, and one (1) full-time EMCA per Paramedic Response Unit (PRU), all being members of the bargaining unit. All full-time absences must be filled in accordance with the following:
- (a) In the event the Employer chooses to hire full-time floating employee(s), every attempt will be made to back fill the vacancy first by assigning a full-time floating employee, failing that;
  - (b) Every attempt will be made to back fill the vacancy by calling in a part-time employee (excluding an offer of overtime), utilizing the process described in the Letter of Understanding regarding calling in, failing that;
  - (c) The Employer will fill the vacancy by calling in a full-time employee (regular or floating) on an overtime shift. Overtime will be offered to employees on a rotating basis utilizing the process described in the Letter of Understanding regarding calling in.
  - (d) The Employer will fill the vacancy by calling in a part-time employee on an overtime shift. Overtime will be offered to employees on a rotating basis utilizing the process described in the Letter of Understanding regarding calling in.
  - (e) In the event that the Employer fulfills its obligations under paragraphs (a), (b), (c) and (d) above, the Employer shall be at liberty to fill the shift as it sees fit.

## **ARTICLE 16- LEAVES OF ABSENCE**

### **16.01 Personal Leave**

Written requests for a personal leave of absence without pay for up to a maximum of one (1) year will be considered on an individual basis by the employer. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless it is not reasonably possible to give

16.01 (cont'd)

such notice. A written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

16.02 **Union Business**

The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement provided that such leave will not interfere with the efficient operation of the employer. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice of such request in writing to the Employer.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the employer in the amount of such salary and applicable benefits within forty-five (45) days of billing. The Employer will invoice the union each quarter in the months of January, April, July and October for the previous quarter including related documentation to union leave being billed.

16.03 **Full-time Position with the Union**

Upon application by the Union, in writing, the employer shall grant leaves of absence, without pay, to an employee elected or appointed to full-time or temporary Union office or position. It is understood that no more than one employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from date of appointment unless extended for a specific further period by agreement of the Parties.

#### 16.03 (cont'd)

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the employer of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

#### 16.04

##### **Bereavement Leave**

An employee shall be granted bereavement leave for seven (7) calendar days without loss of regular pay from regularly scheduled hours in the event of the death of the employee's spouse or child. An employee shall be granted bereavement leave for five (5) calendar days without loss of regular pay from regularly scheduled hours in the event of the death of the employee's parent, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or foster child and one (1) day in the event of the death of the employee's aunt, uncle, niece or nephew. Such leave shall be taken in consecutive calendar days and shall be taken to coincide with the day of the funeral or memorial services of the deceased person (other arrangements may be made with the approval of the Employer).

An employee may reserve one of the days specified above for future use with the approval of the Employer, to attend the memorial service or spring internment of the deceased, if that service is scheduled at a later date.

Where the funeral or memorial service occurs at a locale in excess of 450 kilometers outside of the geographic region of Leeds and Grenville, the Employer shall provide two (2) consecutive calendar days of unpaid leave for travel time which shall coincide with the

16.04 (cont'd)

bereavement leave. Employees may draw from existing leave banks towards these two (2) days.

The Employer, in its sole discretion, may extend such leave without pay.

For the purposes of this bereavement leave Article only, the relationships specified above shall include a common law spouse or same sex partner (defined as a person with whom the employee has had a relationship of some permanence and with whom the employee is cohabiting at the time of death. Proof of cohabitation may be required.

16.05 **Bereavement During Vacation**

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 16.04.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

16.06 **Jury and Witness Duty**

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection to a case arising from the employee's duties, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) Notifies the employer immediately on the employee's notification that he will be required to attend to court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits with the employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

16.06 (cont'd)

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from an employee's duties on his regularly scheduled day off, the employer will attempt to reschedule the employee's day off. Where the employee's attendance is required during a different shift than he is required to work that day, the employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the employer is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b), and (c) above.

16.07 **Education Leave**

If required by the employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations, to upgrade his or her employment qualifications.

Where employees are required by the employer to take courses to upgrade or acquire new employment qualifications, the employer shall pay the full costs associated with the courses.

Subject to operational requirements, the employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the employer. All such courses or seminars shall be approved by the Employer in advance.

16.08 **Integration of Leaves**

It is agreed and understood that all leaves of absence under this Agreement including but not limited to sick leave, bereavement leave and leaves of absence, whether paid or unpaid, constitute a greater right or benefit than the Emergency Leave provisions in the Employment Standards Act. It is further agreed and understood that the statutory emergency leave days may not be pyramided on top of any leave whether paid or unpaid, under the terms of this Agreement.

16.09

**Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) 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 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 ninety percent (90%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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.

16.09 (cont'd)

In addition to the foregoing, the Employer will pay the employee ninety percent (90%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) This sub-article (d) shall apply to full-time employees, if permitted by the governing legislation or regulations. This sub-article (d) shall also apply to part-time employees assigned to a temporary full-time position however, these employees will be eligible for the SUB Plan only after: sixty (60) calendar days or the equivalent number of shifts worked (that would normally be worked in sixty (60) calendar days) whichever is the longer, from the commencement of the temporary assignment, and if permitted by governing legislation or regulations.
- (f) Credits for service and seniority shall accumulate for a period of up to fifty-two (52) weeks while an employee is on pregnancy leave.
- (g) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to fifty-two (52) weeks while the employee is on pregnancy leave.
- (h) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

16.10

**Parental Leave**

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of twelve (12) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the

16.10 (cont'd)

Employer's Supplemental 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 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 ninety percent (90%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or 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 or she were not on parental leave.

In addition to the foregoing, the Employer shall pay the employee ninety percent (90%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

This sub-article (e) shall apply to full-time employees, if permitted by the governing legislation or regulations. This sub-article (e) shall also apply to part-time employees

## 16.10 (cont'd)

assigned to a temporary full-time position however, these employees will be eligible for the SUB Plan only after: sixty (60) calendar days or the equivalent number of shifts worked (that would normally be worked in 60 calendar days) whichever is the longer, from the commencement of the temporary assignment, and if permitted by governing legislation or regulations.

- (f) Credits for service and seniority shall accumulate for a period of up to fifty-two (52) weeks while an employee is on parental leave.
- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to fifty-two (52) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## 16.11

### **Paid Suspension while under Investigation**

Where the employer determines that an employee is to be placed on leave pending an investigation, such leave shall be considered paid leave. Alternatively, if determined appropriate by the employer, the employer may place the employee on modified duties pending the investigation. For any investigation meetings as a result of a complaint, employees will have the right to be accompanied by a union representative for support during his/her interviews whether conducted by the employer or a third party. Any investigation will not be unreasonably delayed by the union representative. The employer has the right to be present at all interviews. The employer shall provide the union a copy of its findings of such investigations.

## **ARTICLE 17- SICK LEAVE, INJURY AND DISABILITY**

### **17.01 Quarantine**

Time lost by a paramedic because of job related circumstances with the Employer and as a result of being quarantined by a certified medical practitioner, or as a result of the operation of the provincial Designated Officer Program, shall be treated as a leave of absence with pay for the period directed by the certified medical practitioner/Medical Officer of Health (if the incident is subsequently found to be compensable under the Workplace Safety and Insurance Act, the employee agrees to repay to the Employer the monies received under this Article).

17.02 The following terms are established for the sick leave and short-term disability program for full-time employees:

- (a) The purpose of the sick leave credits and short-term disability program described in this Article is to compensate employees for loss of income due to absence from work because of legitimate personal sickness or injury.
- (b) Regular full-time employees working 2184 hours per year will be paid for sick leave at their regular straight time hourly rate up to 84 hours of paid sick leave per payroll year. Regular full-time employees working 2080 hours per year will be paid for sick leave at their straight time hourly rate up to 80 hours of paid sick leave per payroll year. Such sick leave shall be placed in a bank for each employee on the first pay of each payroll year.
- (c) The first three days of absence due to sickness or injury will be paid for at 100 percent of gross salary by means of sick leave credits as in (b) above, deducted from the employee's sick leave bank, provided sufficient leave credits exist in that bank.
- (d) Notwithstanding paragraph (c) above, short-term disability benefits as described will start from the first working day in the event of hospitalization of the employee. Hospitalization shall mean admitted inpatient or an employee that requires day surgery or is under medically supervised care while at home receiving treatment (i.e. IV drugs/wound care).

17.02 (cont'd)

- (e) New regular full-time employees and temporary full-time employees will be entitled to a prorated portion of the 80 hours or 84 hours of paid sick leave per payroll year, depending on the number of hours worked during the payroll year compared to the normal annual hours of a regular full-time employee. However, these employees will be entitled to paid sick leave only after 60 calendar days from the commencement of the full time start date or temporary assignment.

Part-time employees who have completed a temporary full time assignment will be able to retain their accumulated sick leave credits throughout the payroll year and be able to utilize such sick benefits during each temporary assignment or appointment to a full time position with no qualifying period to be served within the remainder of the payroll year. An employee transferring from a temporary assignment to a full-time position cannot accumulate more than eight-four (84) hours per payroll year.

- (f) Sick leave without pay shall be granted to an employee who has not worked his 60 calendar days period, who has completely used all sick leave credits or who is unable to return to work at the termination of the period for which sick leave with pay was granted.
- (g) An employee taking ill or suffering an accident when working will notify a Duty Officer and/or designate before leaving his or her duties, and if the illness or accident takes place at other times, a Duty Officer and/or designate will be notified as soon as possible, in any case not later than the time at which the employee would normally be required to report for duty.
- (h) Any further absence due to illness or injury beyond the first three days will be paid by means of the short-term disability program, on the following basis:
  - (i) if requested by the Employer, a medical certificate satisfactory to the employer must be provided by

17.02 (cont'd)

the employee, confirming that the employee's medical condition prohibits him from attending at work, and if possible, containing the physician's prognosis (the Employer will reimburse the employee the cost of any such medical certificate.);

- (ii) short-term disability benefits shall be paid in accordance with the following:

<b>Years of Service</b>	<b>Weeks at 95%</b>	<b>Weeks at 85%</b>
Less than 1	0	17
1 - 2	3	14
2 - 4	6	11
4 - 6	9	8
6 - 8	12	5
8 - 10	15	2
10	17	0
Note: 95% weeks used before 85% weeks.		

An employee shall not be entitled to be paid in any one calendar year more than a total of 150% of the maximum number of 95% weeks and 85% weeks shown on the above chart, rounded up to the next whole number, regardless of the number of occasions the STD is accessed and provided however, that under no circumstances will an employee be entitled to more than seventeen weeks per occurrence (including for any occurrence which overlaps two payroll years).

<b>Years of Service</b>	<b>Weeks at 95%</b>	<b>Weeks at 85%</b>
2-4 years	6	11

Maximum number of 95% weeks per calendar year equals  $6 \times 1.5 = 9$

Maximum number of 85% weeks per calendar year equals  $11 \times 1.5 = 16.5$  (17)

17.02(cont'd)

(iii) the employee cooperates in the provision of medical information to substantiate his absence from work and relating to his return to work, together with any other information which relates to that return to work (the Employer will reimburse the employee the cost of any such medical certificate).

h) (iv) in the event of:

- a) a conflict in the medical information provided by the employee, or,
- b) the activities of the employee while in receipt of short-term disability benefits, are inconsistent with the medical information provided by the employee,

the employer may require the employee to attend a physician chosen jointly by the physicians of the Employer and the employee, and paid for by the Employer, for the purposes of a medical examination to determine the employee's continued eligibility for short-term disability benefits, the prognosis for the employee's medical condition, and/or the adequacy of the treatment received by the employee to date.

(v) an employee who is absent due to sickness or injury shall give as much notice as reasonably possible to the employer of his intended date of return to work.

(vi) successive absences from work due to the same non-occupational illness or accident shall be considered as being the same period of disability for the purposes of this Article unless such absences from work are separated by fifteen (15) consecutive working days. (A "working day" for the purposes of this Article shall be at least 50% of an employee's regularly scheduled shift).

17.03

Medical notes requested by the Employer shall be paid for by the Employer.

17.04

**Injury Pay**

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

17.05

**Payment Pending Determination of WSIB Claims**

- (a) An employee who is absent from work as a result of an illness or injury sustained at work and who is awaiting approval of his or her claim for WSIB benefits will have his or her pay continued based on the entitlements arising out of the STD plans pending approval of the claim. Pay shall be continued as above for a maximum period of four (4) weeks from the date of accident.
- (b) The payment of an advance shall be made by the Employer on the basis of the following terms and conditions:
  - (i) The funding of the advance will be from the employee's STD entitlements.
  - (ii) Prior to receiving the advance, the employee must sign documentation satisfactory to the Employer by which the employee's WSIB benefits (if paid) will be assigned to the Employer.
  - (iii) The employee must provide satisfactory evidence of his disability as set out in Article 17.02 (h) i).
  - (iv) Upon approval of the WSIB claim, the amount equivalent to the WSIB Benefits paid under paragraph (a) above will be credited back to the employee's STD entitlement.
- (c) Beginning the fifth (5th) week from the date of accident and when in receipt of weekly compensation payments from the Workplace Safety & Insurance Board, at the employee's option, the employee's vacation and/or banked time credits may be used to top up the WSIB payments to the maximum allowed under the Workplace Safety and Insurance Act. Any

17.05 (cont'd)

topping up may continue until the employee's vacation and/or banked credits have been depleted.

17.06 Where temporary modified duties or accommodation are medically necessary in accordance with the Ontario Human Rights Code, and offered by the employer, they shall be offered to an employee at his/her current rate of pay for his/her classification. (For this clause Temporary is defined as less than 119 calendar days).

## **ARTICLE 18- HOURS OF WORK**

18.01 The provisions of this Article are intended only to define the normal hours of work and to describe when employees are entitled to overtime, and shall not be construed as a guarantee of hours of work per day or per week.

18.02 The normal hours of work shall be based upon either eight (8) or twelve (12) hour shifts as regularly scheduled. Accordingly, the normal hours of work over a fourteen (14) day period shall be either eighty (80) or eighty-four (84) hours. The Employer and the Union agree that the twelve (12) hour shifts shall constitute a "regular work day" within the meaning of the Employment Standards Act.

18.03 The work week in the E.M.S. department is agreed to be the seven (7) days commencing on Sunday at 7:00 a.m. for the purposes of this hours of work Article.

18.04 The Union hereby agrees on behalf of itself and each employee in the bargaining unit that such employees may agree to work up to a maximum of sixty (60) hours of work in a week if required by the Employer. This agreement is made in accordance with the relevant provisions of the Employment Standards Act.

18.05 **Time Off Between Shifts**

(a) When a full-time employee is required to permanently change his regular shift, eighteen (18) hours shall be allowed between shifts. If, however, a full-time employee is

18.05 (cont'd)

required to report to work in less than eighteen (18) hours in such circumstances, the full-time employee shall be paid overtime rates for the period worked before the eighteen (18) hour time allowed for shift change under this Article has expired.

- (b) Where the start of a shift is less than eight hours from the end of the employee's previous shift, the employee will be provided with his/her eight hour (8) rest period and he/she will be paid for the entire scheduled shift following the rest period.

18.06

**Part-Time Paramedics Availability**

- (a) A part-time employee is any employee who maintains a minimum availability of eight (8) shifts per calendar month. Four (4) of these will be for a weekend, defined as starting on a Friday night shift and ending with the start of a Sunday night shift. This is not to be construed as a guaranteed number of shifts per month.
- (b) Except for leaves provided for under the terms of the Collective Agreement or under applicable legislation, a part-time paramedic will maintain their availability throughout the calendar year. A part-time paramedic who fails to be available in accordance with this provision shall be deemed to have resigned employment.
- (c) Part-time paramedics must indicate availability and non-availability as follows: by October 1<sup>st</sup> for the January to June period; by March 1<sup>st</sup> for the July to December period.
- (d) If availability changes subsequent to the submission of the timesheet, it is the responsibility of the part-time paramedic to notify the Employer at least forty-eight (48) hours in advance of the dates in question.
- (e) Refusal is defined as a part-time paramedic turning down a shift in which they have indicated they are available, or a phone call was made and no response back from the part-time staff as per timeframes referenced in Process for

## 18.06 (cont'd)

Employee Call In and Part time Scheduling Letter of Understanding.

- (f) A part-time paramedic shall not refuse more than two (2) shifts for which he/she has indicated his/her availability in a calendar month and shall be deemed to have resigned employment, unless there is reason acceptable to the Employer. An employee may be required to produce a certificate from a duly qualified medical practitioner should illness be given as the reason for the refusal.
- (g) Part-time paramedics may be deployed at the sole discretion of the Employer in accordance with operational requirements and in accordance with the Collective Agreement.
- (h) Part-time paramedics shall have the option of accepting or declining shifts once they have accumulated eight-four (84) hours in a pay period.
- (i) The maximum availability that can be provided within a twenty-four (24) hour period will count as two (2) shifts worth of availability only. A day shift will be defined as shift with a scheduled start time between 0630 and 1200 hours. A night shift will be defined as a shift with a scheduled start time between 1900 and 2200 hours.

## 18.07

### **Premium Payment**

- (a) Full-time employees who work in excess of the regular daily shift/work more than their regular scheduled hours (either eighty (80) or eighty-four (84) in a fourteen (14) day period) shall be paid overtime at the rate of one and one half (1 1/2) times the normal hourly rate.
- (b) Part-Time employees who work in excess of the regular daily shift or over eighty-four (84) hours in a two (2) week period, shall be paid overtime at the rate of one and one half (1 1/2) times the normal hourly rate.

18.07 (cont'd)

- (c) Night Shift - Employees assigned to work a shift where fifty percent (50%) or more of the shift falls between 1900 and 0700 shall be paid a shift premium of ninety-five cents (\$0.95) per hour for hours worked between 1900 and 0700.

**Premium Payment – effective January 1, 2014.**

Night Shift - Employees assigned to work a shift where fifty percent (50%) or more of the shift falls between 1900 and 0700 shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for hours worked between 1900 and 0700.

- (d) Weekend Shift – Employees assigned to work a shift between 0700 and 1900 Saturday and/or Sunday shall be paid a weekend premium of ninety-five cents (\$0.95) per hour for all hours worked.

**Premium Payment – effective January 1, 2014.**

Weekend Shift – Employees assigned to work a shift between 0700 and 2100 Saturday and/or Sunday shall be paid a weekend premium of one dollar and ten cents (\$1.10) per hour for all hours worked.

- (e) Where an employee works more than his scheduled hours (i.e. 8 or 12) during a premium paid shift, he/she shall be paid at two (2) times his/her regular straight time hourly rate of pay for all overtime hours so worked beyond the scheduled 8/12 hours.

18.08 Overtime premium will not be duplicated or pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

Note: No pyramiding of premiums

18.09 **Time Off in Lieu of Overtime**

Employees who work overtime will not be required to take time off in regular hours to make up for overtime work. Operational requirements permitting, in lieu of cash payment, a full time employee may choose to bank the compensatory time. A full-time employee may accumulate overtime hours, for the purpose of time off in lieu of overtime payment, to a maximum of eighty-four (84) hours in a payroll year. It is understood that employees may access their accumulated bank for cash payout quarterly during the year on the first pay period (March, June, September, and December).

Time off in lieu of overtime may be taken on a mutually agreed upon basis between the employee and the Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall pay the lieu time out at premium rate by December 31st of each year if the time off is not taken by November 30th. Time off accumulated in the month of December will be carried over to the next calendar year.

18.10 **Reporting Pay**

Employees who report for any scheduled shift shall be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. The Employee must remain on shift unless released by the Duty Officer.

18.11 **Call Back**

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next shift, they shall receive a minimum of four (4) hours pay at the rate of time and one half (1 1/2) of their regular hourly earnings.

18.12 Employees who work during periods of time change from and to Daylight Savings time shall be deemed to have worked their full shift and shall be paid accordingly at their regular straight time hourly rate (i.e. 13 hours worked, 12 hours paid; 11 hours worked, 12 hours paid).

18.13 The Employer shall post the work schedules for regularly scheduled work at least two (2) weeks in advance of each bi-weekly pay period.

18.14 Where an overtime premium is applicable, the employer and the union agree that the employer will allow for a minimum of at least eight (8) hours rest between the end of the overtime period and the next scheduled shift.

The employer and the union agree that part-time employees who are not in a temporary assignment may agree to accept shifts where at least eight (8) hours rest occurs between the end of the last shift and the commencement of the new one. It is understood that such an agreement does not trigger overtime pay provisions because of the allowable eight (8) hour rest period.

#### **ARTICLE 19- PAID HOLIDAYS**

19.01 Subject to Article 19.02, full-time employees shall be granted the following paid holidays without loss of regular pay;

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One Float Holiday
Civic Holiday	Family Day

At the beginning of the year, the Employer will credit the full-time employee with the paid holidays that he/she will be entitled to during the year. Employees hired or changing from part-time to full-time status after January 1st will receive a pro-rated amount. In the case of employees terminating or changing status from full-time to part-time after January 1st will have the amount pro-rated.

19.01 (cont'd)

In the case where the employee has utilized paid holidays in excess of the pro-rated amount, the employee will consent to the deduction of any monies owed from his/her final/next pay.

The floating holidays may be taken by the full-time employee as mutually agreed upon between the Employer and the employee. If the floating holidays have not been booked by December 1, then the employee will be paid for such holiday(s) at straight time.

The Employer shall pay the full-time employee any balance of paid holiday lieu time out by December 31st of each year. If the lieu time is not taken by November 30th any lieu time earned in the month of December must be taken by March 31<sup>st</sup> of the following year.

19.02 Part-time employees will be eligible for the paid holidays listed in the chart in 19.01 above and the method of calculation of payment will be in accordance with the Public Holidays provisions of the *Employment Standards Act*. Part-time employees shall not qualify for any float holidays listed in 19.01.

19.03 If an employee works the evening shift (16:00-00:00) or the night shift (19:00-07:00) on Christmas Eve (December 24) or New Year's Eve (December 31) the employee shall be paid at time and a half the employee's regular rate of pay for all hours worked on that evening/night shift.

19.04 In order to be eligible for holiday pay, employees must have worked all of his/her last scheduled day of work before the paid holiday and all of his/her first scheduled day of work after the paid holiday.

19.05 When a paid holiday falls on a full-time employee's scheduled day off, the full-time employee shall be entitled to another day off with pay. When a paid holiday falls during a scheduled vacation period, an additional day off with pay will be added to the vacation period.

If a full-time employee is called in to work on the lieu day of a paid holiday, he shall receive time and one half his regular straight time rate of pay for all hours worked plus one other day off with pay.

19.05 (cont'd)

Paid holidays off shall be arranged between the employee and Deputy Chief or his designate and all such arrangements shall be completed as far as is practicable at least ten (10) working days before taking off the day becomes effective.

**ARTICLE 20-VACATION**

20.01 **Vacation Year**

The vacation year shall run from the first day of the first pay commencing the payroll year and ending the last day of the last pay of the same year. Unless there is specifically authorized carry-over, all vacation should be taken prior to the last day of the last payroll of each vacation year. (The payroll year is defined as the one year period for which a T4 is issued).

20.02 At the beginning of each year, the employee will be credited with the number of days of vacation leave that he will be entitled to based upon his anniversary date in that same year, as follows:

**Current:**

<b>Service</b>	<b>Vacation Leave</b>
1 year	2 weeks
3 years	3 weeks
8 years	4 weeks
14 years	5 weeks
23 years	6 weeks

**Effective January 1, 2014:**

<b>Service</b>	<b>Vacation Leave</b>
1 year	2 weeks
3 years	3 weeks
8 years	4 weeks
13 years	5 weeks
22 years	6 weeks

20.02 (cont'd)

**Effective December 31, 2014:**

<b>Service</b>	<b>Vacation Leave</b>
1 year	2 weeks
3 years	3 weeks
8 years	4 weeks
12 years	5 weeks
22 years	6 weeks

Employees who are currently entitled to superior vacation benefits shall be grand parented at that level.

Employees may carry over up to 84/80 hours of vacation to use in the subsequent year.

New full-time hires not from the part-time ranks shall receive ten (10) days' vacation pro-rated for the year in which they were hired.

Part-time employees transferring to full-time status shall receive vacation pay pursuant to Article 20.05 to the full-time hire date and shall receive a pro-rated amount of vacation leave pursuant to the chart above.

Full-time employees transferring to part-time status shall have their vacation credit for that year pro-rated and shall be paid out their vacation credit less any vacation time they may have taken. The employee will then receive vacation pay in accordance with Article 20.05.

Employees will have their vacation credit pro-rated for the year in the case of a termination, and will be paid out the vacation credit less any vacation time they may have taken. Where the employee has utilized vacation in excess of the pro-rated amount, the employee will consent to the deduction of any monies owed from his/her final pay.

20.03 Subject to Article 20.04, the minimum vacation block of time shall be one shift of either twelve (12) hours or eight (8) hours, as applicable. To the extent that less than twelve (12) hours or eight (8) hours

20.03 (cont'd)

remain in an employee's vacation bank, such time may be taken off as vacation.

20.04

Employees shall be required to indicate to the Employer by April 15 of each year the time desired for their vacation leave in that year between June 1 and September 30, and by September 20 for vacation leave between December 15 to January 5 of the following year. Any conflict in requests from employees for vacation leave shall be determined on the basis of seniority.

The Employer shall advise of the approved vacation schedule by May 31 and October 31 respectively. Any changes to the approved vacation schedule may be approved to be taken at a mutually convenient time for the Employer and the employee. Vacation outside of the above time frame shall be as approved by the Employer.

20.05

**Part-Time Vacation**

Vacation pay for part-time employees shall be payable on each pay deposit in accordance as follows:

**Current:**

<b>Hours Worked</b>	<b>Vacation Pay</b>
Up to 6239	4%
More than 6240	6%
More than 16640	8%
More than 29120	10%
More than 47840	12%

**Effective January 1, 2014:**

<b>Hours Worked</b>	<b>Vacation Pay</b>
Up to 6239	4%
More than 6240	6%
More than 16640	8%
More than 27040	10%
More than 45760	12%

20.05 (cont'd)

**Effective December 31, 2014**

<b>Hours Worked</b>	<b>Vacation Pay</b>
Up to 6239	4%
More than 6240	6%
More than 16640	8%
More than 24960	10%
More than 45760	12%

20.06 **Work During Vacation**

Should an employee who has commenced his scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and a half times his basic straight time rate for all hours so worked. To replace the originally scheduled day(s) on which such work was performed, the employee will receive one vacation lieu day off for each day on which he has so worked.

20.07 **Illness During Vacation**

Where an employee's scheduled vacation is interrupted due to serious illness and/or injury, the period of such illness shall be considered sick leave (provided all requirements for the payment of sick leave benefits are met). Employee shall provide a medical certificate from a qualified medical practitioner attending to the employee at the time of serious illness and/or injury.

The portion of the employee's vacation which is considered sick leave shall not be counted against the employee's vacation credits.

20.08 Where an employee's scheduled vacation is interrupted due to bereavement, Article 16.05 shall apply.

## **ARTICLE 21- TECHNOLOGICAL CHANGE**

21.01 The Employer undertakes to notify the Union in advance in so far as practicable, of any technological changes which the employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

## **ARTICLE 22-BENEFITS**

22.01 It is expressly agreed that the Employer's obligation under this Collective Agreement is limited to the payment of the premiums necessary to maintain the employee's enrolment in the benefits set out in Articles 22.02-22.05 below. Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy or policies of insurance providing such benefits. The Employer agrees to make all reasonable efforts to assist employees in securing payment of their benefits.

22.02 The Employer agrees to pay one hundred percent (100%) of the premiums necessary in order to enroll and maintain the full-time employees under the age of sixty-five (65) in the following benefits:

- (a) Healthcare (out of province travel card — i.e. ManuAssist; \$2000 per annum for professional services, deferred drug card – Note: generic substitution, \$10 dispensing fee cap/or ODB whichever is higher).
- (b) Dental plan (current Ontario Dental Association Fee guide and including orthodontic coverage for dependent children under 19 years of age paid at \$ 2500 lifetime) including major restorative \$1500 per plan member per year.
- (c) Life insurance (2 times annual earnings).
- (d) Accidental life and dismemberment insurance (2 times annual earnings).
- (e) Long term disability.

22.03 The Employer agrees to pay one hundred percent (100%) of the premiums necessary in order to enrol and maintain the full-time employees from the attainment of age sixty-five (65) to the attainment of age of seventy (70) in the following benefits:

- (a) Healthcare (out of province travel card- i.e. ManuAssist; \$2000 per annum for professional services).
- (b) Dental plan (current Ontario Dental Association Fee guide and including orthodontic coverage for dependent children under 19 years of age at 50% to a \$ 2500 lifetime) major restorative \$1500 per plan member per year.
- (c) Life insurance – at 50% of the pre age 65 benefit amount.
- (d) Accidental life and dismemberment insurance- at 50% of the pre age 65 benefit amount.

In accordance with the terms and conditions of the policy of insurance providing the above benefits, benefits will be subject to integration with the Ontario Drug Benefit Program from the attainment of age sixty-five (65) to the attainment of age seventy (70).

22.04 Survivor Benefits: Healthcare benefits will be continued for the dependent Spouse and children (including unborn) covered at the time of the plan member (employee's) death for a period of twelve (12) months from date of death. Dental benefits will be continued for dependent spouse and children covered at the time of the plan member (employee's) death for a period of three (3) months.

22.05 For each employee who does not have access to the insurance companies' secure website for their benefit summary, a hardcopy current benefit plan summary will be made available upon request.

22.06 The following benefits are provided directly by the Employer:

(a) Vision care: \$325/24 month period per dependent in the plan, which full-time employees only may use for corrective eye surgery).

**Effective January 1, 2014**

Vision care: \$350/24 month period per dependent in the plan, which full-time employees only may use for corrective eye surgery).

(b) Sick leave

22.07 The level of coverage in the above noted benefits, 22.02 (a)-(e) and in 22.06 (a), shall be set at the existing level of the benefits plan for the balance of the County employees, as may be amended from time to time, provided, however, that the level of any benefit shall not be reduced.

In the event that the Employer proposes changes to the benefit plan, the Union agrees to enter into good faith negotiations and both Parties agree to act reasonably.

22.08 It shall be a condition of employment that all full-time employees be covered by the Ontario Municipal Employees Retirement System (OMERS). Part-time employees may join in accordance with the provisions of OMERS and the *Pensions Benefit Act*. The Employer's obligation for OMERS contributions is prospective only and accordingly, there is no obligation on the Employer to purchase back-service for those employees enrolling in or who were previously enrolled in OMERS.

22.09 Part-time employees shall receive ten percent (10%) of regular straight time pay in lieu of benefits for all hours worked up to eighty-four (84) hours per pay period in addition to their percent payment in lieu of vacation in accordance with Article 20.05.

Part-time employees who were enrolled in OMERS shall then receive fourteen percent (14%) of regular straight time pay in lieu of benefits for all hours worked up to eighty-four (84) hours per pay period subject to offset or deduction for the Employer's contribution to OMERS.

**ARTICLE 23- UNIFORMS AND PROTECTIVE FOOTWEAR**

23.01 (a) The employer agrees to provide uniforms and footwear as outlined below. Uniforms will be provided to the Paramedic as per the Leeds Grenville EMS Uniform Policy as follows:

At the commencement of employment with the employer, employees shall be issued with the following:

Cargo Pants Flex Waist	3
Shirts SS/LS	3
Winter 5 in 1 Parka	1
Sweater	2
Hi Visibility Vest	1
Duty Belt Inner & Outer with radio clip	1
Safety Footwear	1
Extrication Gloves	1
Helmet	1
Eye Protection	1
Winter Gloves	1
Winter Toque	1
Epaulettes	6
Lapel Radio Clip	1
Equipment Duty Bag	1
Tilley Style Hat	1

23.01 (cont'd)

Uniform Replacement Annually

	Full Time	Part Time
Cargo Pants Flex	3	3
Shirts	3	3
Sweater	1	1
Winter Toque	1	1
Winter Gloves	1	1

All other items will be replaced on an "as needed basis".

2 maternity style pants/shirts or jumpsuits will be provided as required.

Under the uniform replacement annually above – "Shirts" – up to 2 of 3 total shirts can be selected in the coolmax style that meets the service requirements for identification and visibility.

Uniforms will be prorated and not provided if employee is on leave.

Replacement safety footwear will require authorization and employees will select from a predetermined selection provided by the management team, when replacement is required.

All items are considered property of the United Counties of Leeds and Grenville and are intended for the exclusive use of employees for the purpose of the performance of duties assigned to the members of the bargaining unit and will be returned upon termination of employment.

- (b) The employer agree to pay a uniform allowance which is to include dry cleaning and alterations of \$150.00 per year to all full time employees, employed as of January 1st of each year of this agreement. Part-time employees, employed as of January 1st and have completed a minimum of 24 shifts in the previous calendar year shall receive a uniform allowance of \$100.00. Uniform allowance shall be paid the second pay period of January of each year of this agreement. Full-time and part-time employees hired after January 31st shall receive a prorated amount.

## **ARTICLE 24- JOB CLASSIFICATION**

### 24.01 (a) **Job Classification**

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate.

Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the Parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

### (b) **Job Descriptions**

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by the terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the Local Union of the rate of pay pursuant to Article 24.01 (a) above.

## **ARTICLE 25-GENERAL**

### 25.01 **Meal Allowances**

- a) An employee required to perform overtime work of at least two (2) hours duration before or after his/her regular shift will receive a meal allowance of twelve dollars (\$12.00).

25.01 (cont'd)

b) Where an employee is unable to return to his/her station prior to the end of their 6th hour of their shift, the employee shall be entitled to a meal allowance of up to twelve dollars (\$12.00) with a cash register, vendor stamped receipt submitted within seven (7) days. Only one (1) such meal allowance shall be paid per shift.

25.02 The employer shall reimburse the full-time employees for the cost of the Ministry of Transportation Medical Examination up to one hundred-twenty-five dollars (\$125.00) with receipt.

25.03 There shall be no pyramiding of the premiums provided for in this Collective Agreement.

#### **ARTICLE 26- DECERTIFICATION DEACTIVATION**

26.01 In the event an employee is "decertified/deactivated", he will be placed on leave of absence without pay or at his election he may draw from any vacation or bank time credits to maintain his pay during the period of deactivation or decertification. The employer agrees to meet with the employee and the Union to discuss the situation.

The Employer agrees to assist the employee to re-certify at the earliest opportunity arranged by Regional Paramedic Program of Eastern Ontario (RPPEO). The Employer will pay up to twelve (12) hours of straight time for remedial training prior to meeting with the RPPEO.

If the employee fails to obtain reactivation or recertification, the employee will be placed on leave without pay for up to a maximum of three (3) months subject to the employer's duty to accommodate in accordance with the OHRA during which time the employee must obtain reactivation or recertification. Once certification/activation is obtained, he will be returned to the position he held at the time.

**ARTICLE 27- WAGE CLASSIFICATIONS**

27.01 The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

**ARTICLE 28- TERM**

28.01 This Agreement shall be binding and continue in effect and shall continue from year to year unless either Party gives written notice to the other Party of its desire to bargain for amendments within ninety (90) days prior to the termination date of December 31, 2014. Upon receipt of such notice by one Party or the other, both Parties will meet thereafter for the purpose of bargaining.

**SCHEDULE "A"- WAGES**

Retroactive payments shall be made to all employees of record within 60 days of ratification by the parties.

January 1, 2013 – 2%

January 1, 2014 – 2%

	Start	Step/Year1/2080 Hrs.	Step/Year2/4160 Hrs.
	92%	95%	100%
January 1, 2013	\$ 31.81	\$ 32.85	\$ 34.58
January 1, 2014	\$ 32.45	\$ 33.51	\$ 35.27

**Progression on the Wage Grid**

Full-Time employees progression on the wage grid shall occur automatically on the first full pay period following the employee's anniversary date until he/she reaches the maximum step on his/her wage grid.

Part-Time employees shall accumulate service for the purpose of progression on wage grid, on the basis of one year for each 2080 hours worked.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE UNITED  
COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY  
MEDICAL SERVICES DEPARTMENT)

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND IT'S LOCAL 4440

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**LETTER OF**

**UNDERSTANDING BETWEEN**

**THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND  
GRENVILLE (LEEDS GRENVILLE EMERGENCY MEDICAL SERVICES  
DEPARTMENT)**

*(hereinafter referred to as the "Employer")*

**AND**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4440**

*(hereinafter referred to as the "Union")*

**Process for Employee Call In and Part-Time Scheduling**

It is agreed and understood between the parties that the process for calling in employees to cover full-time absences under Articles 15.01 b), d) and e) is as follows:

- 1) THAT for the purposes of Article 15.01 d), overtime will be offered to full time employees on a rotating basis under the following terms and procedures:
  - a) An "overtime list" consisting of the Full-time employees in order of seniority shall be maintained. New full-time employees or employees converting from part-time shall be placed into the list in order of their seniority.
  - b) Each full-time paramedic is considered eligible for overtime for all shifts that they are available. (i.e. not scheduled to work, non-availability not indicated)
  - c) Employees may indicate non-availability, or a change to their non-availability, for specific dates, times on a prescribed form. It is the responsibility of the employee to verify that the Employer has received the non-availability information.
  - d) The overtime list shall be constructed in such a way as to permit the linking of non-availability information with employee names.

- e) Calls for overtime shifts pursuant to 15.01 d), shall be made in descending order from the list in a), bypassing employees who have indicated their non-availability for the date, time or location of the available work.
  - f) If the next employee to be called has indicated restrictions on their availability the Employer will review the other available overtime shifts before passing by the employee. Once the shift is filled, the order of the list will be updated by moving the name of the employee scheduled for the shift to the bottom of the list. Subsequent calls for overtime shifts will be made to the employee at the top of the list, excluding those having indicated their non-availability.
  - g) For the purpose of maintaining a record of the distribution of overtime, refused or unanswered calls, as well as shifts for which documented unavailability is on file, count as an opportunity offered.
  - h) The overtime list may be by-passed for emergency staffing which is defined herein as a staffing requirement that must be filled on less than three (3) hours' notice for a full shift or where a shift has already begun.
- 2) THAT for the purpose of Article 15.01 b), call in (excluding an offer of overtime) or for the purposes of Article 15.01 e), call in for overtime, shifts will be offered to Part-Time employees on a rotating basis under the following terms and procedures:
- a) A separate "overtime list" and a "call in list (regular time)" each consisting of the Part-Time employees shall be maintained. The initial list will be established in accordance with the seniority list, thereafter new employees will be added to the bottom of the list. Full-time employees converting to part-time shall be placed into the list in order of their seniority. The order of the list will not be updated with successive updated seniority lists.

- b) Each part-time paramedic is considered eligible for shifts to backfill a vacancy, 15.01 b), or an overtime call in, 15.01 e), for all shifts that they are available. (i.e. not scheduled to work, non-availability not indicated). Except for leaves provided for under the terms of the Collective Agreement or under applicable legislation, and except as provided for in Article 2, a part-time employee will maintain their availability throughout the calendar year.
- c) Employees may indicate non-availability, or a change to their non-availability, for specific dates or times on a prescribed form. It is the responsibility of the employee to verify that the Employer has received the non-availability information. If availability/non-availability changes subsequent to the submission, it is the responsibility of the part-time employee to notify the employer at least forty-eight (48) hours in advance of the dates in question. Refusal is defined as a part-time paramedic turning down a shift in which they have indicated they are available, or a phone call was made and no response back from the part-time staff.
- d) The overtime list shall be constructed in such a way as to permit the linking of non-availability information with employee names.
- e) Calls in for shifts to backfill a vacancy, 15.01 b), or for overtime shifts pursuant to 15.01 e), shall be made in descending order on the appropriate list, bypassing employees who have indicated their non-availability for the date or time of the available work. Once the shift is filled, the order of the list will be updated by moving the name of the employee scheduled for the shift to the bottom of the list. An exception will be made for any shift less than eight (8) hours whereby the name of the employee will not be moved to the bottom of the list. Subsequent calls for overtime shifts will be made to the employee at the top of the list, excluding those having indicated that their non-availability. Where the Employer cancels a shift(s) the employee(s) affected will be returned to the top of the list.

A part-time paramedic who does not reply to a message after having received notification will be deemed to have refused the shift.

- (i) If the call-in shift is greater than seven (7) calendar days, the Employer will allow twenty-four (24) hours for a part-time paramedic to respond before proceeding with calling the next person on the list.
  - (ii) If the call-in shift is within seven (7) calendar days, the Employer will allow four (4) hours for a part-time paramedic to respond before proceeding with calling the next person on the list.
  - (iii) If the call-in shift is within forty-eight (48) hours, the Employer will allow fifteen (15) minutes for a part-time paramedic to respond before proceeding with calling the next person on the list.
  - (iv) If the call-in shift is within twenty-four (24) hours, the Employer will continue to call the next person on the list until the shift is filled.
  - (v) In the case of call-ins within twenty-four (24) hours, refusals or failures to call back before the shift is assigned will not result in movement on the call in list.
- f) Where a number of blocks of time are to be filled (as per Article 20.04) the Employer will:
- (i) sort full time vacation requests submitted in accordance with Article 20.04 by order of descending seniority of the employees submitting requests
  - ii) offer shifts in the order necessary to fill vacation requests of employees in descending order of seniority. The Employer will review the available shifts and compare them with the availability of the next employee to be called. In the result, if that employee has indicated restrictions on their availability the Employer will review the next seven blocks of

shifts before passing by the employee, and up to three twelve hour shifts or five eight hour shifts may be offered.

- g) For the purpose of maintaining a record of the distribution of shifts or overtime, refused or unanswered calls, as well as shifts for which documented unavailability is on file, count as an opportunity offered.
  - h) The overtime list may be by-passed for emergency call-in which is defined herein as a staffing requirement that must be filled on less than three (3) hours' notice for a full shift or where a shift has already begun.
- 3) THAT paramedics are to provide only one (1) primary phone number to be called at for the purposes of this Letter of Understanding.
- 4) THAT either party may bring concerns respecting the operation of this Letter of Understanding forward to a Labour Management meeting. Where the parties mutually agree to do so, they may make amendments to this letter provided however that any such agreement is subject to ratification by the members of the Union.

DATED at Brockville, Ontario this \_\_\_\_ day of \_\_\_\_\_ 2013.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE UNITED  
COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY MEDICAL

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SIGNED ON BEHALF OF:

THE CANADIAN UNION OF  
EMPLOYEES AND ITS LOCAL  
4440

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND  
GRENVILLE  
(LEEDS GRENVILLE EMERGENCY MEDICAL SERVICES DEPARTMENT)  
*(hereinafter referred to as the  
"Employer")***

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4440  
*(hereinafter referred to as the  
"Union")***

**LEGAL LIABILITY COVERAGE**

The parties agree that a meeting will be held on June 5, 2013 to further explore and negotiate language to address concerns over Legal Liability coverage and costs for employees.

Specific discussions over the coverage of incidents involving minors will be part of that discussion.

Employer does undertake to provide a legal review of the legal liability coverage named in HR Policy #I-3(Legal Services to Employees).

DATED at Brockville, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE UNITED COUNTIES  
OF LEEDS AND GRENVILLE (LEEDS GRENVILLE  
EMERGENCY MEDICAL SERVICES DEPARTMENT)

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4440

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**LETTER OF**  
**UNDERSTANDING BETWEEN**  
**THE CORPORATION OF THE UNITED COUNTIES OF LEEDS**  
**AND GRENVILLE**  
**(LEEDS GRENVILLE EMERGENCY MEDICAL SERVICES DEPARTMENT)**  
*(hereinafter referred to as the "Employer")*

**AND**

**THE CANADIAN UNION OF PUBLIC**  
**EMPLOYEES AND ITS LOCAL 4440**  
*(hereinafter referred to as the "Union")*

**REPAYMENT OF OVERPAYMENTS**

It is agreed and understood in this Letter of Understanding between the parties hereto:

- (a) THAT where the Employer determines an overpayment to an employee has occurred that the Employer will notify the Employee and Union President in writing and the Employee will be required to make a repayment to the Employer, subject to the terms set out below.
- (b) THAT the precise dollar amount of the overpayment will be determined by a final evaluation by the parties upon presentation of all of the facts.
- (c) THAT the Employer, the Union and the Employee will develop a repayment schedule. Generally, the Employee shall repay the Employer the agreed amount owed at a rate of no less than ten (10%) of each net pay (if applicable), however an alternate reasonable schedule may be determined upon mutual agreement of the parties. Such agreement will be reached among the parties within four (4) weeks of the Employee being notified of the overpayment.
- (d) THAT in the event of a failure to agree between the Employer and the Union on either the precise dollar amount of the overpayment and/or the repayment schedule, the Employer will determine the amount of the overpayment and/or the repayment schedule which may be subject to the grievance and arbitration procedures of the Collective Agreement .

Any such grievance shall be filed at Step 3 of the grievance procedure. The parties may agree to proceed to mediation prior to arbitration.

- (e) THAT should the employee voluntarily resign his/her employment, the amount owed will be deducted from the monies owed to the employee by the Employer upon termination and any outstanding balance still owed by the Employee after that will be repaid within two (2) weeks.
- (f) THAT the effective date of this Letter of Understanding will be the date of ratification of the third Collective Agreement, however this Letter of Understanding will be applicable to overpayments that remain outstanding.

DATED at Brockville, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE UNITED  
COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY MEDICAL  
SERVICES DEPARTMENT)

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SIGNED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4440

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**UNITED COUNTIES OF LEEDS AND GRENVILLE**  
**(the "Employer")**

**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4440**  
**(the "Union")**

**WHEREAS** the Employer and the Union agree to delete the Letter of Understanding on Job Sharing (that was included in the previous Collective Agreement between the parties which expired December 31, 2012) effective date of ratification of the renewal collective agreement; and

**WHEREAS** Paramedic Aaron Klinck has been approved for a job share by the employer until December 31, 2013:

**THEREFORE**, the parties agree to the following:

1. That as a condition of the job share, the vacated hours of forty percent (40%) must be filled through a temporary assignment and not with part-time hours;
2. That in the event the vacated hours of forty percent (40%) cannot be filled through a temporary assignment, the job share will terminate within thirty (30) days from the date the other job-share position (the forty percent (40%)) is vacated;
3. That an exception will be made in relation to Article 12.01 g) where a part-time employee backfilling the forty percent (40%) of the job share can apply for any subsequent or new temporary assignments of less than three (3) months that may arise if it offers a greater number of hours.

4. That where vacant shifts become available through vacation, holiday, illness, injury or leave, such shifts will first be offered to the other employee in the job share.
5. That, subject to 1. and 2. above, the approval for the job share for Aaron Klinck will be maintained beyond date of ratification until December 31, 2014;
6. That no further job shares will be approved by the employer; and
7. That this Agreement is made on a without precedent and without prejudice basis and may be relied upon only to enforce the terms of this Agreement itself.

DATED at Brockville, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE UNITED  
COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY  
MEDICAL SERVICES DEPARTMENT)

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4440

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY MEDICAL SERVICES DEPARTMENT)**

*(hereinafter referred to as the "Employer")*

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4440**

*(hereinafter referred to as the "Union")*

**Workplace Accommodation and Return to Work Process**

The parties agree that there is a mutual responsibility to provide support to employees returning to work in accordance with the *Ontario Human Rights Code* and the *Workplace Safety and Insurance Act*. The Employer will hold a meeting with the employee in complex or longstanding accommodation situations or after lengthy absences. To meet the parties' responsibility an employee is entitled to have a union representative present at any meeting held by the employer to discuss workplace accommodation. This will not unreasonably delay an accommodation or return to work process.

DATED at Brockville, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE UNITED  
COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY  
MEDICAL SERVICES DEPARTMENT)

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4440

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LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY MEDICAL SERVICES DEPARTMENT)

*(hereinafter referred to as the "Employer")*

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4440

*(hereinafter referred to as the "Union")*

**MEDIATION**

This letter of understanding is valid for one (1) calendar year from the date of ratification. At the end of which, with both parties agreement, this letter of understanding may be extended for an agreed upon time.

The parties will continue to strive to have grievances resolved at the lowest possible step in the grievance process.

1. At the mutual agreement of both parties the mediation process described herein will be used in an attempt to resolve any grievance, with the exception of the issue of termination, that has proceeded through the steps of the Grievance Procedure outlined in Article 8 of the Collective Agreement and that has been referred by either party to Arbitration.
2. The intent of this process is to provide a neutral third party who will attempt to resolve the grievance in a timely manner.
3. The parties will mutually agree to a neutral third party who will be asked to act as a grievance mediator. The parties shall equally share the fees of the mediator.

4. The mediation session will be attended by a maximum of three (3) representatives from the Union and the grievor (s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
5. Once the parties have agreed in writing to mediate a grievance the session shall commence within sixty (60) calendar days. If the agreed upon mediator is unavailable within sixty (60) calendar days of the appointment then the appointment will be given to the next mutually agreed upon mediator in turn.
6. Provided the parties agree, there shall be no limit to the number of grievances submitted for mediation at a single session.
7. For the purposes of this letter of understanding, 'day' shall be defined as any day from Monday to Friday inclusive, excluding holidays.
8. Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
9. The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties.
10. Any resolution for grievances submitted to this mediation process shall be conditional upon the agreement of both parties. Notwithstanding the forgoing, any grievances submitted to this mediation that remain unresolved in the process or at the end of the mediation session may be advanced to the normal arbitration process in accordance with Article 9 of the Collective Agreement or be withdrawn.

DATED at Brockville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE UNITED  
COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY  
MEDICAL SERVICES DEPARTMENT)

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4440

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY MEDICAL SERVICES DEPARTMENT)  
(hereinafter referred to as the "Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4440  
(hereinafter referred to as the "Union")**

The parties agree that even though new language was negotiated during the 2013 negotiations for article 18.07 (d) for Weekend Shift, the time in that provision will be amended through this letter of understanding to show **"a shift between 0700 and 2300"**. The original language is stated below.

18.07 (d) Weekend Shift – Employees assigned to work a shift between 0700 and 1900 Saturday and/or Sunday shall be paid a weekend premium of ninety-five cents (\$0.95) per hour for all hours worked.

Dated at Brockville, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE UNITED  
COUNTIES OF LEEDS AND GRENVILLE  
(LEEDS GRENVILLE EMERGENCY  
MEDICAL SERVICES DEPARTMENT)

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4440

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