

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 462**

and

**The Corporation of the County of Frontenac
(Full-Time/Part-Time Paramedics)**

DURATION: January 1, 2021 – December 31, 2024



TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 – PURPOSE OF AGREEMENT	1
ARTICLE 2 – MANAGEMENT RESPONSIBILITIES.....	1
ARTICLE 3 – RECOGNITION.....	2
ARTICLE 4 – HUMAN RIGHTS	3
ARTICLE 5 – CHECKOFF OF UNION DUES	3
ARTICLE 6 – NO STRIKES OR LOCKOUTS	4
ARTICLE 7 – CORRESPONDENCE.....	4
ARTICLE 8 – LABOUR-MANAGEMENT COMMITTEE	5
ARTICLE 9 – HEALTH AND SAFETY.....	5
ARTICLE 10 – STEWARDS.....	6
ARTICLE 11 – UNION NEGOTIATING COMMITTEE	7
ARTICLE 12 – GRIEVANCE PROCEDURE	8
ARTICLE 13 – ARBITRATION	11
ARTICLE 14 – HOURS OF WORK.....	12
ARTICLE 15 – SENIORITY	16
ARTICLE 16 – PROMOTIONS AND STAFF CHANGES	19
ARTICLE 17 – LAYOFFS AND RECALLS	22
ARTICLE 18 – DECERTIFICATION/DEACTIVATION	24
ARTICLE 19 – PAID HOLIDAYS.....	25
ARTICLE 20 – VACATIONS	26
ARTICLE 21 – LEAVE OF ABSENCE.....	28
ARTICLE 22 – SICK LEAVE AND LTD	33
ARTICLE 23 – BENEFITS.....	36
ARTICLE 24 – UNIFORMS	39
ARTICLE 25 – GENERAL	41
ARTICLE 26 – TEMPORARY ASSIGNMENT OUTSIDE OF THE BARGAINING UNIT.....	42
ARTICLE 27 – MERGER, TRANSFER OR AMALGAMATION	43
ARTICLE 28 – WAGES.....	43
ARTICLE 29 –PREMIUMS AND ALLOWANCES	44

ARTICLE 30 – TERM OF THE AGREEMENT	47
WAGE SCHEDULE “A”	48
LETTER OF UNDERSTANDING	49
RE: HOURS OF WORK	49
LETTER OF UNDERSTANDING	50
RE: JOB SHARING	50
LETTER OF UNDERSTANDING	54
RE: EXCESS HOURS OF WORK	54
LETTER OF UNDERSTANDING	55
RE: SPECIALTY TEAMS	55
LETTER OF UNDERSTANDING	57
RE: MEAL BREAKS	57
LETTER OF UNDERSTANDING	60
RE: LACK OF ACCESS TO CELL/INTERNET	60

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The intent of the parties to this Agreement is to maintain and improve harmonious relations between the Employer and the Union. The Agreement establishes the methods of bargaining, to provide for ongoing communications between the parties, the prompt disposition of grievances and shall be regarded as a complete and full statement of the relationship between the Employer and the Union.

ARTICLE 2 – MANAGEMENT RESPONSIBILITIES

- 2.01 The Union recognizes and acknowledges that the management of the Employer's business and direction of the working force 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 and efficiency;
 - (b) hire, promote, demote, classify, transfer, assign and layoff employees;
 - (c) discharge, suspend, or otherwise discipline employees, provided that employees who have completed their probationary period shall only be discharged, suspended or otherwise disciplined for cause;
 - (d) make, enforce, and alter from time to time, rules and regulations to be observed by the employees;
 - (e) determine the nature and kinds of business to be conducted by the Employer, the kinds and locations of equipment to be used, the methods and techniques of work to be used, job classifications, the content of all jobs, job assignments and the standards of performance for all employees;
 - (f) extend, limit, curtail or cease operations or any part thereof;

- (g) develop and implement job evaluation systems and performance rating systems;
- (h) generally to manage the employer's operations without restricting the generality of the foregoing, plan, direct and control operations, determine the number of employees to be employed, the schedule of work, starting and stopping times, and overtime required and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in the Agreement.

2.02 The Employer shall not exercise its management rights arbitrarily, discriminatorily or in a bad faith manner consistent with the terms of this Agreement.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Ontario Public Service Employees Union and Its Local 462 as the sole and exclusive bargaining agent for all paramedic employees of the Corporation of the County of Frontenac save and except supervisors, persons above the rank of supervisors and the administrative support positions.

3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

3.03 (a) The Employer agrees that all things being equal, work falling within the jurisdiction of the classifications hereinafter set out will be performed by those in the bargaining unit except in cases of experimentation and instruction, extraordinary emergency, or unavailability of bargaining unit employees.

(b) For the purposes of this Article, "extraordinary emergency" shall include at least unforeseen incident(s) that taxes the emergency

resources of the community or when a trained paramedic employee must comply with the ethical obligation imposed on any trained paramedic in Ontario to provide immediate care.

ARTICLE 4 – HUMAN RIGHTS

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union. Both parties agree to abide by the provisions of the Ontario Human Rights Code.

Where the parties agree to an accommodation to comply with obligations under legislation (e.g. the Ontario Human Rights Code, Workplace Safety and Insurance Act, etc.), such accommodation shall be deemed to be in compliance with this Agreement.

ARTICLE 5 – CHECKOFF OF UNION DUES

- 5.01 The Employer shall deduct from the regular pay of each employee in the bargaining unit, starting with the pay period nearest to the employee's date of hire, an amount equivalent to such union dues as may be designated by the Union from time to time in accordance with its Constitution and Bylaws. The Employer agrees to remit this amount as directed, in writing, by the Union not later than the 15th day of each month following deduction, accompanied by a list of names from whose pay the dues have been deducted.
- 5.02 The Employer agrees to include on the T4 slips of each employee affected by this Article the annual total of dues deducted.
- 5.03 The Union will indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of

any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

- 6.01 Both parties agree that they will not cause or direct any lockout/strike, pursuant to the Ontario *Labour Relations Act*, as amended except as permitted pursuant to an Essential Ambulance Services Agreement. The Union further agrees that neither it nor its officers, representatives, officials, agents or members shall engage in Union activities on the Employer's premises other than Labour Management Committee meetings, local negotiations, grievance procedures or other matters pertinent to the administration of this Agreement.
- 6.02 The Union agrees that it will not involve any employee of the Employer, or the Employer itself, during the employee's scheduled working hours, in any dispute which may arise between any other employer and the employees of such other employer. Further, no employee acting on their accord shall involve themselves in any similar dispute.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence, including grievances between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief of Paramedic Services and the President and the Secretary of the Union with a copy to Human Resources.
- 7.02 The Union agrees to notify the Employer, in writing, of the names of the officers, committee members and stewards who are elected or appointed to act on behalf of the Union before the Employer shall be required to recognize them. Such notice shall be within fifteen (15) days of their election or appointment.
- 7.03 Personal information of members will be provided to the union yearly (Name, Address, Telephone Number).

ARTICLE 8 – LABOUR-MANAGEMENT COMMITTEE

- 8.01 The Employer and the Union agree that a joint Labour-Management Committee will be established and shall meet at the written request of either party to discuss matters of mutual interest and concern, including matters which may not necessarily be covered by the terms of any existing agreements. The fundamental purpose of the Committee shall be to exchange views on matters which affect the duties required of the Employer and the welfare of its employees. This Committee will not discuss grievances.
- 8.02 The Committee must be composed of four (4) representatives from the Union, one of whom shall be the President, who are employees of the Employer, and the Employer.
- 8.03 The Committee shall meet quarterly, unless agreed upon by the parties, with the time, date, and location to be jointly agreed to by both parties. Employees shall be paid their regular straight time hourly rate for time spent attending meetings of the Committee (this does not include preparation time).

ARTICLE 9 – HEALTH AND SAFETY

- 9.01 The parties agree that the Employer, the Union and the employees will comply with the provisions of the Occupational Health and Safety Act, as amended, and the regulations there under and also agree that the Union shall have the right to have four (4) representatives, who are employees of the Employer, on the Safety Committee.

The respective parties will establish their committee members. When change occurs to either parties, notification will be provided to committee in writing to the Co-Chairs.

The Employer will provide training for certification for all members of the Joint Health and Safety Committee, through the Worker Health and Safety

Centre for their initial certification and does not limit the Employer's ability to use other service providers for other training.

Committee members shall be deemed to be at work and entitled to be paid at the employee's regular straight-time hourly rate or overtime rate as defined in the Collective Agreement between the parties as follows:

- (a) For one (1) hour or such longer period of time as pre-authorized by the Employer to caucus prior to each JHSC meeting;
- (b) For such time spent in JHSC meetings and to carry out all duties as set out in the Occupational Health and Safety Act;
- (c) Any person selected by the worker members of the committee to inspect a workplace shall be afforded time necessary to fulfill their assigned functions;
- (d) Pre-approved expenses/mileage will be paid in accordance to the collective agreement and County policy;
- (e) Consideration will be given for any other time spent performing duties recommended by the team. Such duties will be submitted to the employer for pre-approval and will not be unreasonably denied.

ARTICLE 10 – STEWARDS

- 10.01 The Employer acknowledges the right of the Union to appoint or otherwise select from its membership stewards consisting of not more than a total of twelve (12) employees of the Employer, distributed as evenly as possible across the urban platoons and all reasonable efforts to have two (2) from the rural bases, and will deal with the stewards with respect to any matter relevant to this Agreement.
- 10.02 The Union will notify the Employer annually in writing of the names of the stewards and the Employer will not be required to recognize the stewards until it has been notified in writing by the Union of the names of the employees appointed or otherwise selected.

- 10.03 The Union acknowledges that stewards should perform their regular duties and that such stewards' activities should be carried on outside the regular working hours of the stewards. Permission from the Chief of Paramedic Services or their designate is required for stewards to leave their duties.
- 10.04 Where an employee who may be subject to some written reprimand or penalty is required to appear before the Employer concerning their conduct or performance, they shall be entitled, if they so desire, to be accompanied by a steward.
- 10.05 Such an employee shall be advised as to the nature of the issue and shall be given prior notice that they are to appear in order that they may contact a steward, if they so desire.
- 10.06 Stewards of the Local who are on shift shall be granted thirty (30) minutes during the orientation period to meet with new employees.

ARTICLE 11 – UNION NEGOTIATING COMMITTEE

- 11.01 The Employer agrees to recognize a Union Negotiating Committee consisting of up to three (3) employees only. This committee shall deal with all matters arising in conjunction with the negotiations for the renewal of the Agreement. The members who are employees of the Employer shall not lose pay for time spent, during their regular working hours, in negotiation meetings with representatives of the Employer, up to but not including arbitration. For those employees who are on a regular day off they shall receive a day in lieu of pay, to be taken at a mutually agreed upon time.

The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer without the prior permission of the Employer.

The Employer agrees to recognize one (1) additional bargaining unit member to attend negotiations, without pay, for the purpose of mentoring and training only.

- 11.02 The Employer agrees to grant to the committee, upon seven (7) days written notice, time off with pay for members of the committee for the purpose of pre-negotiating meetings, subject to operational requirements and the Employer shall not be required to incur premium payments.
- 11.03 The Employer further agrees to maintain the continuance of wages and benefits of the said members of the committee. The Union will reimburse the Employer for these wages and benefits upon receipt of invoice within thirty (30) days. The Employer shall be entitled to invoice the Union in advance of the absence.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 For the purpose 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.
- 12.02 For the purposes of this Article, “days” are defined as calendar days excluding weekends and paid holidays as defined in Article 19.
- 12.03 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

It is understood that an employee has no grievance until they have first given their immediate supervisor or designate an opportunity to address their complaint. Any employee who believes they have a complaint or difference shall first discuss the complaint or difference with their supervisor within fifteen (15) days from the date the employee first became aware or ought to have become aware of the circumstances giving rise to the complaint. The supervisor shall communicate their reply to the complaint within fifteen (15) days thereafter and if not satisfied, the complainant may file a written grievance in the following manner and sequence:

Step 1

The employee shall submit a written grievance signed by the employee and the steward to the Supervisor or designate within ten (10) days of the response from the supervisor to the complaint or difference. The employee may have the assistance of their steward if they so desire. The grievance shall identify the nature of the grievance, the remedy sought, and the provision(s) of the Agreement which are allegedly violated.

The Supervisor will deliver their decision in writing within ten (10) days following the day on which the grievance was presented to them. Failing settlement then:

Step 2

Within ten (10) days following the decision under Step 1, the employee may submit the written grievance to the Employer, signed by the employee and the steward, who shall arrange a meeting with the employee within ten (10) days of the submission of the grievance to them. At this meeting, the employee may be accompanied at their option by a steward. The Employer will deliver their decision in writing within ten (10) days of the above mentioned meeting.

- 12.04 An employee may be accompanied by up to two stewards during either step of the grievance procedure.
- 12.05 Failing settlement of any grievance under the foregoing procedure, such grievance may be submitted to arbitration as provided in article 13 below at any time within thirty (30) days after completion of the step 2 decision.
- 12.06 It is understood that the Employer may file a grievance at Step 2 of the grievance procedure concerning any issue that there has been a violation of a contractual obligation undertaken by the Union. Such grievance shall be filed with the Local President or designate at any time within ten (10) days after the circumstances giving rise to the grievance occurred or originated. Following the filing of the grievance, the Local President or

designate shall meet with the Employer to discuss the grievance. If the grievance is not settled to the mutual satisfaction of the parties, it may be referred to arbitration as set forth in Article 13.

12.07 It is understood that the Union has no policy grievance unless first discussed with the Chief or their designate. A union policy grievance, which is defined as an alleged violation of this agreement concerning the union may be lodged by the local president or designate in writing with the employer at step 2 of the grievance procedure, at any time within ten (10) days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled, it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

12.08 Where a number of employees have identical grievances and each would be entitled to grieve separately, they may present a group grievance in writing, clearly identified as such, through the Local Union, originally signed by each employee who is grieving and the Local President or designate, to the Chief or their designate, within ten (10) days after circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

12.09 The employment of a probationary employee may be terminated at the sole discretion of the Employer. The release or discharge of any employee during the probationary period shall not be the subject of a grievance or arbitration and shall be deemed to be a just and equitable arrangement for the purpose of this Agreement.

A claim by an employee who has completed their probationary period that they have 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 2 within ten (10) days after the date of discharge or suspension is affected.

- 12.10 The Union or employee shall have the right to have the assistance of a representative of the Ontario Public Service Employees Union at any step of the grievance procedure, subject to the reasonable availability of the representative such that this will not unreasonably delay the process.
- 12.11 The time limits set out herein are mandatory and failure to comply strictly with such time limits except by written agreement of the parties shall result in the grievance being deemed to have been abandoned.
- 12.12 All written settlements of grievances reached between the representatives of the Employer and the Union will be final and binding upon both Parties. An allegation by either Party that such a settlement has been breached may be taken up at Step 2 of the grievance procedure.

ARTICLE 13 – ARBITRATION

- 13.01 Failing a settlement being reached in the grievance procedure above, the Union or the Employer may refer the grievance to Arbitration within thirty (30) calendar days of the date of the Employer's decision at Step 2 and a failure to comply strictly with such time limits shall result in the grievance being deemed to be abandoned.
- 13.02 When either party requests that a grievance be submitted to arbitration the request shall be made by both registered and electronic mail, addressed to the other party of the Agreement indicating the name of its nominee to an arbitration board. Within ten (10) days thereafter, the other party shall answer by courier and electronic mail indicating the name and address of its nominee to the arbitration board. The two nominees shall then meet to select an impartial Chair.
- 13.03 If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chair within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

- 13.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board shall be final, binding, and enforceable on all parties. The Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.
- 13.05 Each party shall pay:
- (1) The fees and expenses of the appointee it appoints.
 - (2) One-half of the fees and expenses of the Chair.
- 13.06 Notwithstanding the above provisions the parties may agree on a sole arbitrator to determine a grievance which had been properly referred to arbitration.
- 13.07 The time limits fixed in both the grievance and arbitration procedure may be extended by the mutual consent of the parties.
- 13.08 For the purposes of this Article, "days" are defined as calendar days excluding weekends and paid holidays as defined in Article 19.

ARTICLE 14 – HOURS OF WORK

- 14.01 The definition of the normal hours of work for employees shall not be construed as a guarantee of hours of work per day or per week.
- 14.02 The normal hours of work for full-time employees consist of eighty (80) hours over a two (2) week period for employees who work eight (8) or ten (10) hour shifts, or seventy-two (72), eighty-four (84), or ninety-six (96) hours over a two (2) week period for employees who work twelve (12) hour shifts, utilizing a shift rotation to maintain adequate paramedic coverage. Any proposed changes to the existing schedule will first be discussed with the Union.
- 14.03 Schedules shall be available electronically. The posted schedule shall include part-time employees assigned to available shifts.

- 14.04 Schedules shall be posted four (4) weeks in advance (excluding the week currently being worked) and shall include regular days off as well as days of work.
- 14.05 An employee may be permitted to exchange their scheduled hours of work with any other employee provided the employee finds their own replacement and the request is submitted in writing to their supervisor/scheduling. If approved, such arrangements will not result in requirements of any premium payment by the Employer. The Employer will process shift exchanges in a reasonable and timely manner. Commencing no later than one year from the date of ratification, staff will be able to access scheduling software outside of the workplace.
- If one of the parties in a shift exchange does not report for their shift without an explanation satisfactory to the Employer, that person will have their shift exchange privileges revoked for a period of twelve (12) months.
- 14.06 The minimum shift that an employee may be scheduled to work shall be four (4) hours. The minimum shift that an employee may request off shall be one half (1/2) of any regularly scheduled shift.
- 14.07 The Employer shall equitably assign all available part-time hours among all part-time employees. Shifts shall be assigned taking seniority and submitted availability into account. All available part-time employees shall receive a first scheduled shift before any part-time employee receives a second or third, etc. shift in any given period. A shift shall include all hours of work and any shift including those covered by part-time employees.
- For unscheduled shifts, the part-time employee with the least number of hours in a pay period will be assigned shifts first. Where all part-time employees have an equal number of shifts, seniority shall govern.
- 14.08 It is understood that a bona fide attempt to contact an employee constitutes an offer of a shift.

- (a) When offering shifts with greater than seventy two (72) hours' notice the Employer shall do so via email to the part-time employee's work email address. They shall respond to the offer within twenty four (24) hours and a failure to do so will count as a refusal. If the Employer does not receive a response within the twenty four (24) hour timeframe, the shift shall be offered to the next available employee.
- (b) When offering a shift with less than seventy-two (72) hours' notice, the Employer shall do so via electronic communication to the part-time employee's selected contact platform as supported by the Employer's scheduling software. They shall respond to the offer within twenty-four (24) hours and a failure to do so will count as a refusal.. If the Employer does not receive a response within the designated timeframe based on the length of time before the shift in question as agreed upon at Labour Management, the shift shall be offered to the next available employee.
- (c) Every employee on the call-in list who is above the person who accepts the shift will receive a refusal (subject to section (f) below) if they do not respond within the 24 hour window as per above.
- (d) If a part-time employee is offered a shift in accordance with Article 14.08 (a) and (b) above and accepts that shift and then decides they cannot work the shift, a shift exchange in accordance with Article 14.05 must be completed and approved prior to the employee being released from their obligation to work the shift. Shift exchanges must be submitted into the scheduling software system and be approved prior to any change of the schedule.
- (e) Offering unscheduled shifts shall be made based on the call-in order whereas the first employee to accept the shift will be assigned. Employees will provide the employer with one (1) telephone number to be used for all unscheduled shift offers.
- (f) "Refused shifts" (shifts actually refused or where the employee fails to respond as set out above) will be taken into consideration as "shift(s)

offered" when additional shift(s) are required to be assigned. Not more than one refusal shall be recorded for the same calendar day or for contiguous Night to Day shifts.

- (g) A refusal shall not be recorded for unscheduled shifts which are offered with less than less than twelve (12) hours' notice.
- (h) Refusals will be recorded in hours.

14.09 When an individual wishes to enter into a job sharing arrangement they shall make such a request to the Employer and the Union.

The Employer retains the right to determine whether or not it will agree to a specific job sharing arrangement but if it does it will abide by terms and conditions agreed by the parties.

14.10 It is understood that a bona fide attempt to contact an employee constitutes an offer of a shift.

- a) Part-time paramedics must indicate availability on a monthly timesheet as outlined below and such availability shall be frozen for the duration of the month in which the Employer is scheduling shifts in accordance with (b) below:

By: February 1st for the April to June period;

By: May 1st for the July to September period;

By: August 1st for the October to December period; and

By: November 1st for the January to March period.

The Employer may schedule shifts within the part-time availability provided in 14.10 (a) as follows;

By: March 1st for the April to June period;

By: June 1st for the July to September period;

By: September 1st for the October to December period; and

By: December 1st for the January to March period.

Shifts offered within the above time frames cannot be refused. These shifts may be exchanged per Article 14.05. Any shift offered outside of these time frames would be offered and accepted or refused by employees.

14.11 Scheduling Full-Time Floats

- (a) All Full-time shifts that require coverage shall be assigned to the full-time floats prior to part-time employees.
- (b) The most senior float will be assigned the first available shift(s) and subsequent shifts that require coverage will be assigned to the remaining full-time floats in seniority order.
- (c) For any long-term coverage (less than twelve (12) weeks) the most senior float will be offered this long-term rotation, but failing acceptance by floats in order of seniority, the most junior float will be assigned.
- (d) Any full-time float who requests to switch bases once assigned, must contact another full-time float and arrange the base trade. Once the full-time floats have agreed on the base trade, the Administrative Clerk or Superintendent will be notified to make the changes in the scheduling software system.

ARTICLE 15 – SENIORITY

15.01 Seniority for the purposes of this Agreement for full-time employees is defined as the latest date of employment in the bargaining unit. Seniority for part-time shall be based on hours worked and calculated as 2184 hours equals one (1) year seniority. Seniority shall be established upon successful completion of the probationary period.

15.02 (a) Seniority shall be retained in the event of being transferred from full-time to part-time or vice versa. In the case of an employee whose

status is changed from part-time to full-time, credit for seniority shall be on the basis of 2184 hours equals one (1) year seniority. In the case of an employee whose status has changed from full-time to part-time, credit for seniority shall be on the basis of one (1) year equals 2184 hours worked in a part-time capacity.

- (b) If the Employer approves a request for a status change from Full-Time (FT) to Part-Time (PT), the employee will be considered a new Part-Time (PT) employee for the purposes of availability and will be required to submit availability in accordance with the Part-Time (PT) employee obligations under the collective agreement (i.e. employees hired after 2008).

Employees currently grandfathered under the previous part-time availability language will move to the current part-time availability language one (1) year from the date of ratification of this agreement.

15.03 The term “worked” used in the context of seniority shall mean all straight-time paid hours worked:

- (a) for which an employee is compensated by the Employer, or
- (b) on a leave pursuant to legislation.

No employee may accrue more than one (1) year of seniority in any calendar year.

15.04 An employee shall lose all seniority and shall be deemed to have terminated their employment if they:

- (a) voluntarily leaves the employ of the Employer or is retired;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is laid off for a period of more than eighteen (18) consecutive months;
- (d) is absent from scheduled work without permission for three (3) or

more consecutive working days and has failed to notify the Employer during the three (3) day period and provide a reason which the Employer, in their sole discretion, deems reasonable;

- (e) fails to return to work on termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) is a part-time employee and fails to indicate their commitment to be available in a manner prescribed by the collective agreement;
- (g) is a part-time employee and fails to accept work or has shift refusals in accordance with Article 14 on three (3) consecutive occasions, or 288 refused hours between January 1 to December 31, where the employee has indicated their availability under (f) of this Article unless the part-time employee is on an approved leave of absence or extenuating circumstances exist which the Employer accepts. The Employer's judgment shall not be exercised unreasonably;
- (h) is absent from work for a period of more than twenty-four (24) months due to injury covered by the Workers Safety and Insurance Board.

15.05 An employee shall lose all benefits if they are absent from work for a period of two (2) years after exhaustion of sick leave.

15.06 (a) The Employer shall provide an annual listing on the first (1st) working day in January to the President of the bargaining unit. The Employer shall also post a copy of this annual list at all ambulance bases. The listing is to include the employee's name, classification and seniority date.

- (b) Any complaints with respect to the seniority list including its accuracy should be raised with the Employer within thirty (30) days of posting and the Employer shall resolve the issue within thirty (30) days thereafter, after which the list shall be final.

15.07 (a) As a condition of employment new part-time employees shall

provide, and maintain, their availability for a minimum of six (6) shifts per calendar month which shall include a minimum of three (3) weekend shifts. (Weekends are comprised of Friday night, Saturday & Sunday). Availability for different shifts on the same calendar day shall constitute one (1) shift of availability. Availability for contiguous Night to Day shifts shall constitute one (1) shift availability. Employees will be permitted to amend their submitted availability following the one month freeze period of Article 14.10(a) provided that they maintain their minimum required availability in accordance with this article at all times.

- (b) As a condition of employment new part-time employees shall be available to work a shift within either of the two periods referenced below in a calendar year:
 - i) Starting on the night shift of Christmas Eve through to and including the night shift on Boxing Day; or
 - ii) starting on the night shift of New Years' Eve through to and including the night shift on New Years' Day.
- (c) A Part-Time employee shall accrue seniority while on sick leave for a period in excess of thirty (30) continuous days, calculated based on the same formula used in determining seniority for pregnancy or parental leave.
- (d) Currently grandfathered employees will be subject to Article 15.07 one (1) year from the (date of ratification) of this agreement.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

- 16.01 (a) When a new position is created or an existing position becomes vacant within the bargaining unit, which the Employer intends to fill, the Employer shall post the vacancy. Postings will be sent out electronically to all staff and posted for seven (7) days. Positions will be posted internally before externally. It is understood that electronic postings provided to all employees will be accepted.

- (b) The employee who is offered the vacancy will have twenty-four (24) hours to respond to the offer via electronic communication, unless there is an exceptional circumstance provided to the Employer. If no response within the twenty-four (24) hour period, the employee will have been deemed to have declined the position and the Employer will offer to the next eligible employee.

- 16.02 Notice of the successful applicant will be sent out electronically to all staff and posted on the bulletin boards in all ambulance bases as described above within fifteen (15) days after the selection has been made.
- 16.03 An employee shall be a probationer until having worked a total of seven hundred and sixty-eight (768) hours. A probationer shall enjoy all of the rights and privileges prescribed in this Agreement except that they shall not have access to the grievance or arbitration provisions of the Agreement in the event that they are discharged or disciplined.
- 16.04 An employee who has successfully completed the probationary period shall not be required to repeat the probationary period when transferring from part-time to full-time or from full-time to part-time.
- 16.05 A probationary part-time employee who is transferring to full-time status shall be credited with all hours worked towards completing the full-time probationary period.
- 16.06 Seniority shall be the deciding factor when filling job vacancies, schedule picks, and overtime. Vacancies will be offered in order of seniority to full-time employees first as a transfer. If the vacancies remain unfilled, then part-time staff will be offered in order of seniority.
- 16.07 An applicant selected on this basis will be given an opportunity of fulfilling the duties of the new position during a trial period which may not exceed three (3) months. If the employee fails to meet the requirements for the job during the said period or if the employee wishes to relinquish the promotion,

they will be returned to their former position without loss of seniority or benefits based on length of service.

- (a) An employee moving from the classification of PCP to ACP will start at the start rate of the ACP wage grid and progress on this grid according to hours worked equivalent to one year of full-time service (2184).
- (b) If an ACP is the senior applicant for a permanent vacant PCP position, they will be compensated at the rate of the PCP wage grid in accordance with their date of hire.

16.08 Temporary Positions

- (a) A temporary position shall be a position with hours that are equivalent to full-time hours which has a duration of more than twelve (12) weeks not to exceed twelve (12) months or the term of the incumbent's absence, whichever is greater, and is vacant due to a full-time employee's absence due to WSIB, LTD, promotion pursuant to this agreement, or other approved LOA including pregnancy, parental leave or union leave.
- (b) Notwithstanding (a) above, summer contract positions for up to twelve (12) weeks during the months of June through September to assist with vacation time off, shall be posted. Such positions will be offered to part-time employees by seniority. Employees may refuse the position at which time, if the Employer still wishes to fill the position, it shall be offered to the next available Employee in order of seniority.
- (c) An employee filling a temporary position shall retain their part-time status for all benefits and entitlements, specifically but not limited to, pay-in-lieu of benefits.
- (d) Temporary positions can be extended beyond twelve (12) months upon mutual consent of the parties to a maximum of twenty four (24) months.

- (e) Temporary positions shall be posted in accordance with the provisions of this agreement. The most senior qualified paramedic who applies shall be awarded the temporary position.
- (f) Upon completion of the pre-determined duration of the temporary position, or until the full-time employee returns to the workplace, whichever occurs first, the part-time employee filling the temporary position shall be returned to their part-time duties.
- (g) Acceptance of a temporary position does not prohibit an employee from applying for a full-time position.
- (h) An employee in a temporary position greater than six (6) months in duration will be granted ten (10) unpaid days off for vacation purposes if so requested.
- (i) When an employee is awarded a temporary position they cannot apply for another temporary position for six (6) months from the start date of the temporary position except;
 - (i) where a subsequent posting, if awarded to the employee, would extend beyond the end date of the previously accepted temporary position; or,
 - (ii) where the employee is in a temporary vacancy related to LTD.

ARTICLE 17 – LAYOFFS AND RECALLS

- 17.01 When employee layoffs are necessary within the bargaining unit, employees shall be laid off in inverse order of seniority from the date of hire within the dept except in those cases where the employee or employees with more seniority do not have qualifications to perform the available work, except that regularly scheduled, part-time employees shall be laid off before full-time employees.
- 17.02 When vacancies occur in the service within an eighteen (18) month period following a lay-off, the Employer shall re-hire in the order of seniority those

who were laid off from the service provided that such employees are qualified and willing to perform the job requirements. Employees re-engaged under this provision shall be credited with their seniority up to the date of lay-off and not accumulate seniority during the lay-off.

- 17.03 An employee entitled to be recalled shall be notified by registered mail to their last known address on record with the Employer and shall have seven (7) days from receipt to indicate whether they will return to their job.
- 17.04 An employee who fails to notify the Employer of their intention to return to work or, having provided such notification, fails to return to work within ten (10) days after their receipt of notice, shall be deemed to have terminated their employment with the Employer. This notice period may be extended by mutual agreement.
- 17.05 It shall be the duty of the employee to notify the Employer promptly of any change of address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee.
- 17.06 Laid-off, full-time employees who remain on recall (have not resigned their position in writing) with the Service, shall be offered any hours before any part-time employees, up to the normal weekly hours of work, and available hours shall be offered to full-time employees in order of seniority.

It is understood that this provision will not return a laid-off full-time employee to full-time status, and that the laid-off full-time employee retains recall rights as per the collective agreement.

This provision shall cease to apply to any laid-off full-time employee who refuses to accept work on three consecutive occasions, unless extenuating circumstances exist which are accepted by the employer. The employer's judgement shall not be exercised unreasonably. Refusals to work shall not affect an employee's right to be recalled to full-time employment.

17.07 Severance

Severance pay shall be paid as applicable in accordance with the *Employment Standards Act, 2000* as amended from time to time.

ARTICLE 18 – DECERTIFICATION/DEACTIVATION

18.01 An ACP who is deactivated and/or decertified by base hospital but retains certification as a PCP will be allowed to work as a PCP, on a temporary basis, for a maximum period of three (3) months, while endeavouring to obtain reactivation or re-certification as an ACP. If such Paramedic has not obtained reactivation and/or re-certification by the end of the aforementioned three (3) month period, he will become a PCP on a permanent basis provided there is a vacancy within this classification; or if there is no vacancy, he will become a part-time employee. If the employee is successful in obtaining the required re-certification and/or reactivation during the three (3) month period, he will return to ACP status provided there is a vacancy.

An ACP/PCP who is deactivated and/or decertified and who does not retain base hospital certification will be assigned to non-patient care duties for a maximum of a one (1) month period during which time such employee is expected to obtain reactivation and/or re-certification as a PCP. The employee will be scheduled for day shifts Monday to Friday. If the employee has not obtained reactivation and/or re-certification as a PCP within this one (1) month period, the employee will be suspended without pay for a maximum period of three (3) months during which time the employee must obtain reactivation and/or re-certification as a PCP. If the employee has not obtained this reactivation and/or re-certification, the employee will be terminated. If the employee is successful in obtaining reactivation and/or re-certification during the three (3) month period, he will return to active duty as a PCP.

Where an ACP or PCP has not completed required base hospital training (Examples: Spring CME, Fall CME, or Elective CME) in relation to their

scope of practice and requirements set forth for the maintenance of certification in the ALS PCS and who is subsequently deactivated by Base Hospital, the employee will be placed on a LOA for a period of up to 2 weeks without pay. Once the employee has completed their required base hospital training, they will be offered non-patient care duties until base hospital has reactivated the employee. If the employee has been previously compensated for time to complete the training, no further compensation will be approved. If the employee has not been compensated for a training day (example: an elective CME day) they will be compensated for that time; however, not any other missed shifts because of deactivation.

ARTICLE 19 – PAID HOLIDAYS

19.01 The Employer recognizes the following as paid holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	National Day of Truth and Reconciliation

19.02 Where any of the above holidays fall, or is observed by the Employer, on an employee's regularly scheduled day off, they will receive payment at their regular straight-time hourly rate of pay for the shift or an additional day off in lieu thereof at a time mutually agreed upon. Such payment shall not count as hours worked for the purpose of calculating overtime. Such lieu days banked in one calendar year must be taken by March 31st of the following year or they will be paid out. On written request to the Employer, an employee may cash out up to two (2) days of banked time (either paid holidays or overtime) up to three (3) times per year.

19.03 At the option of the employee, compensation for time worked on a paid

holiday, as defined in Article 19.01, or on a day observed by the Employer in lieu thereof, shall be:

- (a) Time and one-half (1-1/2) the employee's regular hourly rate plus a day off in lieu thereof (such lieu day shall be taken within the same fiscal year it is earned)

Or

- (b) Two and one-half (2-1/2) times the employee's regular hourly rate with no day off.

19.04 To be eligible for payment for a holiday, the employee must have completed twenty (20) working days' employment. An employee must also work their scheduled shift before and after the holiday, save for emergency, accident and illness substantiated to the satisfaction of the Employer.

ARTICLE 20 – VACATIONS

20.01 Vacation with pay will be granted annually as follows for full-time employees:

- (a) two (2) weeks pro-rated for less than one (1) year of continuous service.
- (b) three (3) weeks after one (1) year of continuous service.
- (c) four (4) weeks after five (5) years of continuous service.
- (d) five (5) weeks after fifteen (15) years of continuous service.
- (e) six (6) weeks after twenty (20) years of continuous service.
- (f) Increase vacation entitlement at twenty-five (25) years of service by an additional day.
- (g) Increase vacation entitlement at thirty (30) years of service by an additional day.

- 20.02 (a) For scheduling purposes, employees are required to notify the Chief of Paramedic Services or designate as to their vacation preference:
 By: May 1st for the July to September period;
 By: August 1st for the October to December period; and
 By: November 1st for the January to March period.
 By: February 1st for the April to June period;
- (b) The Employer shall notify an employee who has complied with the provisions of this Article whether their vacation has been granted:
 By: June 1st for the July to September period;
 By: September 1st for the October to December period; and
 By: December 1st for the January to March period.
 By: March 1st for the April to June period.
- 20.03 (a) Where an employee's scheduled vacation is interrupted due to serious illness or injury which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, upon receipt of an acceptable medical certificate.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness or injury requiring the employee to be treated as an inpatient in hospital, the period of such hospitalization shall be considered sick leave, upon receipt of an acceptable medical certificate.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credit.
- 20.04 Vacation once booked and approved can be cancelled by the employee with a minimum notice of two (2) weeks prior to the commencement of the pay period in which the vacation has been approved.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Upon written request, leave of absence without pay and without loss of seniority will be granted for pregnancy, parental, family medical, and emergency leave in accordance with the *Employment Standards Act, 2000* as amended.

21.02 Bereavement

- (a) A full-time employee who suffers the loss of a spouse or child, shall be granted seven (7) consecutive working days (a part-time employee shall receive five (5) consecutive calendar days) leave of absence without loss of wages or benefits to make arrangements and attend the funeral.
- (b) A full-time employee who suffers the loss of an immediate relative, other than one set out in Article 21.02(a) above, shall be granted three (3) consecutive working days (a part-time employee shall receive three (3) consecutive calendar days) leave of absence without loss of wages or benefits to make arrangements and attend the funeral. An immediate relative shall mean: parent, sibling, parent-in-law, employee's grandparents, grandparent of spouse, grandchildren or such other person as may have been a member of the employee's household at the time of death (i.e. guardian or ward).

Employees may take their bereavement leave entitlement to attend the funeral and/or the Celebration of Life at a later time, within six (6) months following the date of the initial commencement of bereavement leave.

Any additional time off under this Article to deal with special circumstances shall be at the discretion of the Employer and shall not be unreasonably denied.

21.03

Jury and Witness Duty

- (a) 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 with a case arising from the employee's duties, the employee shall not lose regular pay because of such attendance provided that the employee:
 - (i) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
 - (ii) presents proof of service requiring the employee's attendance;
 - (iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) If the Employee would otherwise be on a regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Any rescheduling shall not result in the payment of any premium pay. If the Employer is unable to reschedule the employee and they are required to attend on a regular day off, they shall be paid for all hours actually spent at such hearing at time and one-half (1 ½) their regular straight time hourly rate.
- (c) If the Employee would otherwise be on a different shift, the Employer will attempt to reschedule the Employee's shift to include the time spent in court. Any rescheduling shall not result in the payment of any premium pay. If the Employer is unable to reschedule the Employee and they are required to attend during hours other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at time and one-half (1 ½) their regular straight time hourly rate.

21.04 Union Activities

Leave of absence without pay may be granted upon written request to the Employer ten (10) days in advance for employees elected or appointed to represent the Union at conventions, seminars, conferences, training courses and/or meetings. The Union will make all reasonable efforts to comply. Requests for such leave will not be unreasonably withheld, subject to operational requirements and the Employer shall not be required to incur premium payments. Leaves for these purposes will not exceed an aggregate of sixty (60) person days per calendar year nor will more than two (2) employees be granted such leave at any one time.

While on leave for Union business, the Employer agrees to maintain the continuance of wages and benefits of the said members on Union leave, provided that the Union provides written confirmation of such leave to the Employer prior to said leave. The Union will reimburse the Employer for these wages and benefits upon receipt of invoice within thirty (30) days. The Employer shall be entitled to invoice the Union in advance of the absence.

21.05 Union Representation

- (a) When an employee is elected or appointed to a full-time position with OPSEU, the Employer shall grant leave of absence without pay for the duration of such assignment. At the end of the assignment the employee shall be reinstated to their former position at the then current salary.
- (b) Benefits shall be maintained providing the employee pays the full premium, including the Employer's share, in advance of the leave.

21.06 Leave of Absence – General

The Employer may grant a leave of absence without pay to an employee for any reason which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons. A leave of absence shall not be taken without first obtaining the

formal approval of the Employer. Where any leave of absence without pay exceeds thirty (30) days the employer subsidies for any benefits shall cease. Employees on such leave have the right to continue participating in such benefits for which they are eligible provided that they assume the full responsibility for the cost of such premiums in advance of such leave.

21.07 Pregnancy Leave (Full-time employees only)

- (a) Pregnancy leave shall be in accordance with the *Employment Standards Act, 2000* as amended from time to time.
- (b) 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 seventeen (17) weeks including the Employment Insurance waiting period. The supplement shall be equivalent to the difference between eighty-four percent (84%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.
- (c) The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.
- (d) 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.

21.08 Parental Leave (Full-time employees only)

- (a) Parental leave shall be in accordance with the *Employment Standards Act, 2000* as amended from time to time.
- (b) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks commencing following completion of the Employment Insurance waiting period. The supplement shall be equivalent to the difference between eighty-four percent (84%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance parental benefits.
- (c) The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on parental leave.
- (d) 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.

21.09 Pregnancy and Parental Leave

- (a) Pregnancy/Parental leave shall be in accordance with the *Employment Standards Act*, 2000 as amended from time to time.
- (b) A part-time employee shall accrue seniority while on pregnancy or parental leave calculated based on the same formula used in determining for pregnancy or parental leave.

21.10 Personal Leave Days

An employee will be able to convert up to three (3) vacation days into 'Personal Leave Days' to be taken at the employee's discretion subject to the following requirements:

- (a) Personal Leave Days shall not be carried over from year to year (unused days remain as vacation days and will be paid out as such at the end of the year.)
- (b) Personal Leave Days shall be used to address unanticipated issues that may arise from time to time.
- (c) Personal Leave Days shall not be used to cover successive shifts without the mutual agreement of the Employer in advance.

ARTICLE 22 – SICK LEAVE AND LTD

- 22.01 (a) Benefits are payable for a maximum of fifteen (15) weeks for each incident of absence due to unrelated illness or non-occupational injury. Where an employee has returned to work and has worked continuously for a six (6) month period with no absence due to the same condition any further absence for that condition will be considered a new unrelated incident and the employee shall be

restored to their full entitlement unless an application for long term disability has been approved/applied for.

- (b) A medical certificate from a certified medical practitioner may at any time be required by the Employer after booking off a block of shifts for illness/injury and more than three (3) shifts in a row for the continental rotation or four (4) shifts in a row for the four (4) on four (4) off rotation of each occasion of illness. Provided the Employer has a valid reason, an employee may be required to submit a medical certificate in the case of any absence of any duration. A medical certificate will set out the nature of the illness, prognosis for recovery and anticipated return to work date.
- (c) Where an employee who has been asked to provide a medical certificate as per Article 22.01(b) to support an absence(s) fails to provide such documentation within seven (7) business days of the request, the Employer shall be entitled to recover the amount of sick pay advanced to the employee from their subsequent pay cheque(s).

22.02 The Employer shall have the right at any time to require an employee who is or has been absent by reason of sickness or accident to be examined and reported upon by a second physician/qualified medical practitioner, as the case may be, from a list of physicians/qualified medical practitioners supplied by the Employer from which the employee will select. The employee shall not suffer a loss of pay as the result of such medical appointment and the Employer shall be responsible for any related physician/examination fee.

22.03 (a) Full-time employees who have successfully completed probation will be entitled to sick leave benefits for sickness, for the first fifteen (15) weeks of such sickness. The weekly amount to be paid to the employee shall be based on:

Length of Service	Number of Weeks at 100% of Wages	Number of Weeks at 75% of Wages
3 months – 1 year	0	15
1 year – 2 years	1	14
2 years – 3 years	2	13
3 years – 4 years	3	12
4 years – 5 years	4	11
5 years – 6 years	5	10
6 years – 7 years	6	9
7 years – 8 years	7	8
8 years – 9 years	8	7
9 years – 10 years	9	6
10 years – 11 years	10	5
11 years – 12 years	11	4
12 years – 13 years	12	3
13 years – 14 years	13	2
14 years – 15 years	14	1
Over 15 years	15	0

- (b) After the employee has had six (6) occurrences of sick leave, on the seventh (7th) and all subsequent occurrences the employee will not be paid for the first two (2) days of such absence in a calendar year. The employee may use their banked lieu, stats, and vacation banks, in that order, to compensate unpaid days. It is understood that approved accommodations or disabilities defined under the Ontario Human Rights Code will not be counted towards occurrences.

22.04 The Employer agrees to pay the premiums necessary in respect of a long term disability plan for full-time employees. Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy of insurance providing such benefits. The Employer undertakes to make reasonable efforts to assist employees in securing payment of their benefits.

- 22.05 The long term disability plan shall provide 75% of the employee's regular wages at date of disability. Individuals in receipt of long term disability payments under the plan shall have their payments increased annually by the lesser of the Consumer Price Index or 3%.
- 22.06 Employees taking ill or suffering an accident during working hours will notify their supervisor or a person designated by the supervisor before the employee leaves their duties. Where illness or accident takes place at times other than the employee's normal working hours, the employee will notify their supervisor or a person designated by the supervisor as soon as possible prior to the employee's shift.
- 22.07 Quarantine
Time lost by an employee as a result of being quarantined by a Certified Medical Practitioner because of a job related incident shall be treated as a leave of absence with pay for the duration of the quarantine.

ARTICLE 23 – BENEFITS

- 23.01 Every full-time employee, as a condition of employment, becomes a member of the Ontario Municipal Employees Retirement System. The Employer will pay its regular contributions for all full-time and other employees who may be eligible from time to time.
- 23.02 The Employer shall pay one hundred percent (100%) of the premiums for the following benefits plans for all eligible full-time employees and their dependents:
- (i) Group life insurance, including accidental death & dismemberment, equal to two times (2x) the employee's annual salary;
 - (ii) Extended health benefits (subject to the specific provisions of Article 23.04 below) – employee deductible of twenty dollars (\$20) (single) / forty dollars (\$40) (family) shall apply;
 - (iii) Dispensing fee cap of eight dollars and fifty cents (\$8.50) for prescription drugs.

23.03 The Employer shall pay seventy-five percent (75%) of the premiums for the dental plan with the employee paying the other twenty-five percent (25%). The yearly deductible will be \$25 for a single plan and \$50 for family plan.

- 23.04
- i. The Employer shall fund a Vision Care Plan which will provide one (1) pair of glasses, contacts or bifocals, or towards laser eye surgery to a maximum of four hundred dollars (\$400) effective ratification, four hundred and twenty five dollars (\$425) effective Jan 1/24 for the employee and their dependents as defined in the Extended Health Care Plan every twenty-four (24) months effective within 30 days of ratification. Receipts to prove the expenditures must be provided.
 - ii. The benefits for eye examination shall be one hundred dollars (\$100.00).
 - iii. The benefits for physiotherapist/rehabilitation therapist shall be nine hundred dollars (\$900.00).
 - iv. The benefits for massage, chiropractic and speech therapy shall be seven hundred and fifty dollars (\$750.00).
 - v. The dental benefits for orthodontics shall be two thousand and five hundred dollars (\$2,500.00).
 - vi. Psychologist, Social Worker and Psychotherapist shall be to an annual maximum of two thousand dollars (\$2000) per practitioner effective ratification.
 - vii. Cognitive Behaviour Therapy shall be to an annual maximum of one thousand dollars (\$1000).
 - viii. Employee Assistance Program for all employees.
- (a) Employees retiring ("Retirees") after age 55 with fifteen (15) years of service with the Employer, on an unreduced OMERS pension shall be entitled to the following benefits in accordance with paragraph (b) below:
- (i) Semi-private hospital care which is the same as provided to active employees; and

- (ii) Drug benefits which are the same as provided to active employees; and
 - (iii) Dental benefits, same as active employees.
- (b) Retirees shall purchase the foregoing benefits within thirty (30) days from date of retirement from the Employer under the condition that the employee will be responsible for one hundred percent (100%) of the premiums up to age sixty (60). The Employer would then assume fifty percent (50%) of the premiums to the end of the month of their sixty-fifth (65th) birthday.
- (c) All benefits will cease at the end of the month of the retiree's sixty-fifth (65th) birthday or upon the death of the retiree, whichever comes first.

23.05 Any issues regarding entitlement to benefits are between the insurer and the employee.

The Employer may decide to substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereof under the collective agreement is not decreased overall and the Employer will advise the Union of any change in carrier at least sixty (60) days prior to implementing a change in carrier.

23.06 Part-time employees will be paid seventeen percent (17%) in lieu of benefits, vacation and paid holidays. Should a part-time employee become eligible for and enroll in OMERS, the seventeen percent (17%) will be reduced to eleven percent (11%).

Part-time employees with more than 5 years' service, will be paid nineteen percent (19%) in lieu of benefits, vacation and paid holidays. Should a part-time employee become eligible for and enroll in OMERS, the nineteen percent (19%) will be reduced to thirteen percent (13%).

23.07 In order to maintain income during periods of occupational illness or injury, the Employer agrees to continue salary for employees absent at the level of benefit entitlements under the Employment Insurance, and the Workplace Safety and Insurance Act (WSIA) excluding pensions. It is agreed that on receipt of any monies from WSIA for such occupational illness or injury, such monies shall be remitted immediately by the employee to the Employer or by authorizing assignment of WSIA income to the Employer. At no time shall the income advancement exceed the amount which the employee is entitled to from any of these insurances and benefits.

Any monies advanced to the employee under this Article which exceed the amount received from the WSIB shall be recovered by the Employer through regular payroll deductions. Further, in the event that an employee's WSIB claim is rejected and sick leave is claimed, any monies advanced to the employee under this Article shall be off-set against the employee's sick leave.

ARTICLE 24 – UNIFORMS

24.01 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.

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

ITEM	FULL-TIME	PART-TIME
Pants	4	2
Shirts	6	3
Parka	1	1
Sweater	2	1
Rain Coat	1	1
Belt	1	1
Winter Gloves	1	1
Holster	1	1

The employee may elect to have a combination of short sleeve or long sleeve shirts.

The Employee must notify the Employer immediately upon losing any item.

Replacement of uniform items will be on an as-needed basis.

Employees will be expected to wear uniforms while on duty.

An employee will be required to return any items remaining in the employee's possession at the time of the termination of their employment for whatever reason. The parties agree that the Employer shall be entitled to withhold sufficient funds from any outstanding monies owed to the employee if the employee fails to return the parka, helmet, safety vest, safety gloves, PPE bag and raincoat or any other item valued at over one hundred dollars (\$100) hereinafter issued to employees.

All full-time employees will receive reimbursement of up to two hundred sixty dollars (\$260) per calendar year upon submission of a receipt for safety footwear. All part-time employees will receive reimbursement of up to one hundred thirty dollars (\$130) per calendar year upon submission of a receipt for safety footwear. Part-Time employees who change to Full-Time status will have their full-time allowance pro-rated and any allowance received as a part-time subtracted from this entitlement. All part-time employees who work 1530 hours or more, in the previous year, will be entitled to the full-time reimbursement amount of \$260 per calendar year as per above for safety footwear.

A dry cleaning allowance of two hundred dollars (\$200) for full-time employees and one hundred dollars (\$100) for part-time employees will be paid at the start of the year. New employees commencing employment after January 1st will receive this allowance on a prorated basis. All staff will be responsible to ensure their uniform is maintained in a clean and professional condition.

ARTICLE 25 – GENERAL

25.01 Discipline

- (a) The Union and employee shall be provided with a copy of any written discipline except for performance appraisals (which are not discipline). The Union steward may be present when written discipline is given to the employee.
- (b) An employee shall be allowed to view their employee file at any time with forty-eight (48) business hours' notice.
- (c) Any letter of reprimand or suspension or other sanction will be removed from the record of an employee twenty-four (24) months following the receipt of such letter provided the employee's record has been discipline free for such twenty-four (24) month period.
- (d) Letters of counsel cannot be used for discipline after twenty four (24) months.

25.02 Work Outside Usual Base Operations

A full-time employee, who is required to report to a base other than their regular base, shall be paid as per County policy for any positive difference between the distance from home to the required base and the distance from home to the regular base. A part-time employee required to work at a base, other than one where they previously have indicated a willingness to work, shall be paid on the same basis. All bases in the City of Kingston shall be treated as one for the purpose of this article. The parties agree that this Article does not apply to Float or contract positions.

25.03 Bulletin Board

The Employer shall provide space for a union bulletin board for union use. It is understood that notices and information posted will not contain remarks about the Employer or any employee.

25.04 Cost of Printing

The parties agree to share, equally, the cost of printing a sufficient number of collective agreements to accommodate the requirements of both parties.

25.05 Medical Certificates

Where required by the Employer, the Employer shall pay the cost of obtaining doctors' letters and medical certificates.

25.06 License Suspension

An employee who has their driver's license temporarily revoked will be considered on a leave of absence without pay and benefits in keeping with the Employer's leave of absence policy for the duration of the license suspension to a maximum of twenty-four (24) months.

25.07 Technological Changes

Where new or greater skills are required by the Employer, employees shall be given a period of training to acquire the necessary new or greater skills. The Employer will assume the cost of tuition and travel where such training is required by the Employer and the training is not provided in-house.

There shall be no reduction in normal earnings 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 (6) months.

ARTICLE 26 – TEMPORARY ASSIGNMENT OUTSIDE OF THE BARGAINING UNIT

26.01 An employee may be assigned temporarily outside the bargaining unit, at the request of the employer, for a period of up to twelve (12) months without loss of seniority. Seniority will not accumulate during the time the employee is assigned outside of the bargaining unit. After the completion of the leave, the employee must return to the bargaining unit for a minimum of twelve (12) months before being considered for additional temporary positions outside of the bargaining unit.

- 26.02 Any employee who is temporarily assigned to a position outside the bargaining unit will be required to sign a commitment of confidentiality regarding information obtained while in that position.

ARTICLE 27 – MERGER, TRANSFER OR AMALGAMATION

- 27.01 If the Employer merges, transfers, sells or amalgamates with any other employer with respect to the provision of land ambulance services within the County of Frontenac, the Employer will:
- (a) Request that the entity assuming responsibility for the land ambulance services recognize employees' seniority rights, vacation credits, conditions of employment, wage rates, pension and all other benefits, and
 - (b) Request that no employees shall suffer a loss of employment as a result of such merger, transfer, sale or amalgamation.

ARTICLE 28 – WAGES

- 28.01 The Employer agrees to pay the wages set out in the attached Schedule "A".
- 28.02 When a new classification (which is not covered by the terms of this Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of same. If the 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 Union's challenge was given to 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.

ARTICLE 29 –PREMIUMS AND ALLOWANCES

29.01 An employee shall receive a shift premium of one dollar (\$1) for all hours worked on a shift where fifty percent (50%) or more of the hours worked fall between 1800 and 0800 hours.

29.02 A meal allowance for breakfast (taken between 0500-0900 hours), for lunch (taken between 1000-1400 hours), for dinner (taken between 1600-2000 hours), and for overnight lunch (taken between 2200-0200 hours) will be paid in accordance with current County policy when authorized by the Employer.

29.03 An employee who reports for work as scheduled, unless notified not to do so no less than one (1) hour prior to the start of the shift, shall be paid for a minimum of four (4) hours.

29.04 (a) Any special event or undertaking by the Employer, for which a services contract is signed, occurring outside of the Service's normal deployment plan shall be offered in the following order:

- (i) off-duty full-time paid at the overtime rate;
- (ii) part-time at the applicable rate.

Such duties shall be offered in accordance with the current seniority list on a rotational basis and when an employee receives a shift under this format, their name shall revert to the end of the list.

29.05 Standby

Payment of two dollars and fifty cents (\$2.50) will be provided for each hour an employee is placed on standby by the Employer and for which the

employee is not entitled to other compensation. This provision does not apply to Kingston bases.

29.06 Preceptor Pay

- (a) The agreed upon Preceptors (Paramedics) shall receive a premium of one dollar and fifty cents (\$1.50) per hour for the preceptorship of a student from an approved Paramedic program. Compensation will be paid in one lump sum at the conclusion of the student's preceptorship. If a student fails to complete their preceptorship, the paramedic will be paid for the documented number of completed hours. This also will be paid in one lump sum.
- (b) When students are placed with paramedics for clinical placement, paramedics will be paid one dollar and fifty cents (\$1.50) extra per hour.
- (c) During military preceptorship, both paramedics will receive a premium of one dollar (\$1.00) per hour.

29.07 Call Back Pay

- (a) Except for an employee who is required to work two (2) hours (or less) prior to the beginning of their shift, where the work extends into the shift, a full-time employee who is required to work after booking off following completion of their shift, who has not been notified to work prior to the end of their shift shall be paid a minimum of no less than four (4) hours pay at one and one-half (1-1/2) times the employee's regular hourly rate for work performed on each such call-in.
- (b) Except for a part-time employee who is required to work two (2) hours (or less) prior to the beginning of their shift where the work extends into the shift, a part-time employee who is called to work within ten (10) hours after booking off following completion of their

shift shall be paid a minimum of no less than four (4) hours pay at one and one-half (1-1/2) times the employee's regular hourly rate for work performed on each such call-in. A part-time employee who is asked to work a complete shift as a replacement for another employee shall not qualify for call-in under the provisions of this Article.

29.08 Overtime

- (a) All hours worked beyond twelve (12) hours per day or eighty-four (84) hours bi-weekly (averaged over an eight (8) week period) shall be paid at a rate of time and one-half (1-1/2).
- (b) Overtime shall not collectively be refused by employees covered by this agreement. An employee may refuse to work overtime provided there is another qualified employee readily available with approval of the Supervisor.
- (c) When overtime is necessary, it is agreed that such work will be spread as evenly as possible among the members of the bargaining unit qualified to do the work required as per Article 16.06.
- (d) Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) they may choose whether to be paid for the overtime or to bank such overtime at the equivalent straight time rate. In no case shall the number of straight time hours in this overtime bank exceed eight-four (84) hours. When an employee wishes to use banked hours for time off work the time off must be mutually agreeable to the Employer and the employee. At the end of each fiscal year all hours remaining in the bank shall be paid out to the employee at the regular straight time rate at which it was earned.
- (e) All crews responding to calls prior to start of shift shall be paid overtime for thirty (30) minutes.


- (f) When an employee has been offered and agreed to work overtime on a Paid Holiday, such employee will be paid two (2) times their regular hourly rate.


ARTICLE 30 – TERM OF THE AGREEMENT

30.01 This Agreement shall be binding and remain in effect from January 1, 2021 to December 31, 2024 and shall continue from year to year thereafter, unless either party gives the other party notice in writing not earlier than ninety (90) days before the expiry date that it desires its termination or amendment.

SIGNED AT KINGSTON THIS 14th DAY OF December, 2023.

FOR THE EMPLOYER


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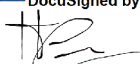
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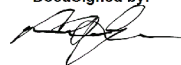
FOR THE UNION

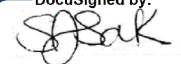
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OPSEU LOCAL 462

WAGE SCHEDULE "A"

PRIMARY CARE PARAMEDIC	1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24
Start	38.76	39.54	40.65	41.58
YEAR 1 & 2184 hours	39.93	40.73	41.87	42.84
YEAR 2 & 4368 hours	41.13	41.95	43.12	44.11

ADVANCED CARE PARAMEDIC	1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24
Start	43.03	43.89	45.12	46.16
YEAR 1 & 2184 hours	44.33	45.22	46.49	47.56
YEAR 2 & 4368 hours	45.65	46.57	47.87	48.97

Community Paramedicine Coordinator	1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24
Start	44.09	44.97	46.23	47.29
YEAR 1 & 2184 hours	45.39	46.30	47.60	48.69
YEAR 2 & 4368 hours	46.73	47.66	48.99	50.12

LETTER OF UNDERSTANDING

BETWEEN
THE CORPORATION OF THE COUNTY OF FRONTENAC ("the Employer")
AND
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 462 ("The Union")

RE: HOURS OF WORK

The Employer and Union recognize that the following shift patterns are currently in existence:

- The twenty-four (24) hour vehicles that follow the four (4) on four (4) off pattern. This pattern consists of two (2) consecutive day shifts, followed by two (2) consecutive night shifts, followed by four (4) days off.
- The twelve (12) hour vehicles may follow the four (4) on four (4) off pattern or a continental pattern.

Both patterns above have their specific and static start and end times.

When new staffing hours are added, it is recognized that they may follow the above shift patterns, or when mutually beneficial to both parties and discussed at Labour Management a new pattern may be established and implemented.

An overall system change in the current schedule would be discussed at Labour Management and should aim to be mutually beneficial to both parties.

The normal hours of work for all other full-time employees will consist of eighty (80) hours over a two (2) week period for employees who work eight (8) or ten (10) hour shifts or eighty-four (84) hours over a two (2) week period for employees who work only twelve (12) hour shifts.

Employees will be paid for hours worked in each pay period. Hours of work will change from pay period to pay period from ninety-six (96) hours for each of two consecutive pay periods to seventy-two (72) hours for each of the next two (2) pay periods and repeating in this sequence indefinitely over a four week cycle (for the 4 on/4 off rotation).

Regardless of the shift schedule followed or any new schedule that is implemented, there will be no pay averaging over the various pay periods.

SIGNED AT KINGSTON THIS 14th day of December, 2023.

FOR THE EMPLOYER

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Kellie D. D. D.

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Ben Vanden

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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN
THE CORPORATION OF THE COUNTY OF FRONTENAC ("the Employer")
AND
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 462 ("The Union")

RE: JOB SHARING

The parties agree to renew the Job Sharing pilot program in accordance with the following general principles. The conditions and terms of this agreement are without prejudice and without precedence to any matter or outstanding grievance.

A. DEFINITIONS

1. Job Sharing is defined as an arrangement whereby two full-time employees share the hours of work of what would otherwise be one full-time position.
2. The employees involved in a job sharing arrangement (hereinafter referred to as job sharing participants) will be classified as part-time employees but the position being job shared will remain full-time.
3. The "parties" to any discussion about the creation of any job sharing arrangements are the Employer and the Union Representatives on the Labour Management Committee.

B. INTRODUCTION

1. A job sharing arrangement may be implemented as follows:
 - a. The Employer or the Union may propose a job sharing arrangement if a full-time position becomes vacant and the Employer and the Union believes that a job sharing arrangement would be advantageous.
 - b. A full-time employee may propose a job sharing arrangement if the full-time employee wishes to job share their full-time position. If such a full-time employee's proposal is approved by the parties and posted, but there is no qualified applicant, then the requesting full-time employee shall retain the full-time position.

- c. A maximum of three (3) job sharing arrangements shall be permitted during this pilot program, each of which shall be for the duration of one (1) year and thereafter renewed at the mutual agreement of the Employer, the Union and the employees on an annual basis.
2. The provisions of B.1 above are the subject to the Agreement of the parties. If the parties do not agree, the job sharing arrangement will not proceed.
3. To be considered by the parties any job sharing proposal must relate to the sharing of one (1) full-time position by two (2) full-time employees who share the same job classification.
4. Job sharing shall be an arrangement whereby two (2) full-time employees share the hours of work of what would otherwise be one (1) full-time position.
5. The employees involved in the job sharing arrangement will be classified as part-time employees but the position being job shared will remain full-time.
6. The employees involved in the job sharing shall have the same rights and benefits normally afforded to part-time employees. For clarity, job sharing participants will have their vacation entitlement prorated upon the start date and end date of the job sharing arrangement and any adjustments (claw back of over used vacation or payout of unused vacation prior to the commencement of the job sharing) will be discussed with the Union and employee(s). At the commencement of the job sharing arrangement and thereafter until the conclusion of the job sharing arrangement the employees shall receive vacation pay based at 4%. These details will be discussed in detail with the individuals involved prior to engaging in the job sharing arrangement.
7. The vacant full-time position shall be filled on a temporary basis for the duration of the job sharing arrangement.
8. The parties agreed to work together in good faith to finalize the details of this job sharing pilot program. They shall be guided in such discussions, but not be restricted by, the discussions which have occurred to date and the proposals submitted by the parties during negotiations.
9. The parties shall meet to discuss this issue as soon as practical following ratification of this agreement and endeavour to have the details of the job sharing pilot program finalized so that it may begin effective January 1, 2012.

C. DISCONTINUATION

A job share arrangement may be discontinued as follows:

1. Following Trial Period
 - a. Each job sharing arrangement will have a trial period of four (4) weeks during which time any job sharer who was originally a full-time employee at the creation of the job sharing arrangement will have the right to revert back to their full-time position.
 - b. After four (4) weeks, the position becomes a job sharing position and the procedure in 2, 3 and 4 below shall govern discontinuance.
2. If one of the job sharing participants leaves the arrangement, the remaining job sharing participant, shall be given the option of returning to full-time status.
 - a. If the full-time offer is declined, the vacant portion of the job sharing position shall be posted as a job sharing vacancy under the Collective Agreement.
 - b. If the job sharing vacancy is still not filled, the remaining job sharing participant shall be returned to full-time status.
3. Each job share arrangement shall be written in the form of a Letter of Understanding, shall be fixed term, as determined by the pilot, and subject to review at least sixty (60) days before renewal.

D. TERMS AND CONDITIONS

1. A maximum of three (3) job sharing arrangements shall be permitted during this pilot program, each of which shall be for duration of one (1) year and thereafter renewed at the mutual agreement of the Employer, the Union and the employees on an annual basis.
2. This pilot program shall run for the duration of the collective agreement at which time the parties shall reassess this initiative. This agreement is without prejudice to any position that either party may take with respect to this issue in future negotiations.
3. Every job sharing Letter of Understanding shall have attached to it a work schedule

indicating how the regular hours of work of the position to be job-shared will be divided between job sharing participants.

4. Job sharing participants shall be eligible to be assigned ad hoc shifts that come available outside of their job sharing arrangement only after other part-time employees have declined those shifts.
5. Job sharing participants are eligible for shift exchanges inside or outside of the job sharing position.
6. Job sharing participants retain their seniority accrued to the date of entry into the arrangement and thereafter accrue seniority on the part-time list based on all regularly paid hours.
7. Job sharing participants will remain eligible to apply for temporary full-time or part-time vacancies as they arise.

SIGNED AT KINGSTON THIS 14th day of December, 2023.

FOR THE FMPI OYER

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Kelly Pender -

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Ron Vanden

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LETTER OF UNDERSTANDING

BETWEEN
THE CORPORATION OF THE COUNTY OF FRONTENAC ("The Employer")
AND
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 462 ("The Union")

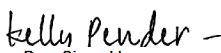
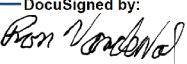
RE: EXCESS HOURS OF WORK



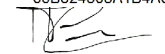
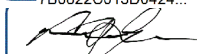
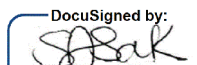
WHEREAS there are occasions when the County of Frontenac may have operational needs that can be accommodated by paramedic employees working more than forty-eight (48) hours in a week to a maximum of seventy-two (72) hours in a week, and

THEREFORE the parties agree to the following:

1. OPSEU Local 462 members with the County of Frontenac Paramedic Services may work up to thirty-six (36) hours a week of voluntary hours in addition to their normal work week of up to forty-eight (48) hours, up to a maximum of seventy-two (72) hours per week, in accordance with Section 17.1 of the Employment Standards Act, 2000.
2. The voluntary hours must comply with the Employment Standards Act, 2000 by having at least 11 hours off in a day, as defined in the Employment Standards Act, 2000.
3. Agreement by the Union to work beyond 48 hours can be rescinded with two (2) weeks written notice to the Employer.
4. This agreement will comply with the terms of the present collective agreement between the parties.

SIGNED AT KINGSTON THIS 14th day of December, 2023.

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LETTER OF UNDERSTANDING

BETWEEN
THE CORPORATION OF THE COUNTY OF FRONTENAC ("The Employer")
AND
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 462 ("The Union")

RE: SPECIALTY TEAMS

In recognition of the recruitment and initiation of specialty teams within the County the parties agree to the following;

1. Should the Employer initiate the resources for Bike, Marine, Training or Tactical Paramedic teams the positions will be posted with the job requirements. Should testing be required, the guidelines will be included in the job requirements.
2. The position will be awarded to the employee with the greatest skill and ability in light of the job requirements. When skill and ability are equal, the position will be awarded to the employee with the highest seniority.
3. In discussion at Labour Management, the parties may agree to additional special teams.
4. Terms of References for each team will be vetted and approved at the Labour Management Committee.
5. The Union acknowledges that employees will be required from time to time to retest and requalify for the above mentioned specialty teams with no loss of wages, seniority or benefits.
6. The Employer will endeavour to schedule these teams in advance and provide replacement to the staff for their regular duties.
7. Due to the nature of the work, for emergency situations attempts to fill requirements will be made from staff on duty. If unable to fill with staff on duty, team members will be called in according to seniority. Applicable premiums will apply.

8. The parties agree that when on duty for the Paramedic Teams, Employees will be classified as staff of the County of Frontenac, and entitled to all benefits and rights within the Collective Agreement.

SIGNED AT KINGSTON THIS 14th day of December, 2023.

FOR THE EMPLOYER

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Kelly Pender -

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Ron Vondra

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LETTER OF UNDERSTANDING

BETWEEN
THE CORPORATION OF THE COUNTY OF FRONTENAC ("The Employer")
AND
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 462 ("The Union")

RE: MEAL BREAKS

The parties agree that the following language satisfies the obligations pursuant to Regulation 491/06 of the Employment Standards Act in general, and in particular section 5 of the Regulation:

1. Each paramedic is entitled to two (2) meal breaks of thirty (30) minutes each in duration, in a twelve (12) hour shift.
2. Paramedic partners will take their meal breaks at the same time and location.
3. The Employer will use reasonable efforts to ensure that meal breaks will be uninterrupted, where possible, subject to the operational requirements of the service (Codes 3, 4 and 8).
4. The first meal break shall commence following the completion of three and one-half (3.5) hours and prior to the completion of five and one-half (5.5) hours of the shift. The paramedics will request their break by calling their supervisor/designate when duties permit the meal break to be taken and as soon as reasonably possible after three and one-half (3.5) hours have passed since the commencement of their shift. The supervisor/designate will then contact dispatch to have the paramedics placed on a "Conditional Availability" ("CAV") to facilitate the scheduling of the meal break at the earliest possible opportunity. The parties agree that the break request process is subject to change by the Employer, in consultation with the Labour Management Committee.

Example: 6:30 to 18:30 shift
1st Meal break window is from 10:00 to 12:00

5. If the first uninterrupted meal break does not commence prior to the completion of five and one-half (5.5) hours from the start of the shift, the paramedics will begin to receive time and a half (1.5) for all hours worked from that time five and one-half (5.5) hours after the start of the shift) until the interrupted meal break is concluded.

Example: 6:30 to 18:30 shift
1st Meal break window is from 10:00 to 12:00
Premium payment commences 12:01

6. Paramedics will not receive the additional payment referenced in paragraph five (5) above if they have not followed the procedure set out in paragraph four (4) above.
7. The second meal break shall commence before the commencement of the eleventh (11th) hour of the shift (e.g. after 10 hours). The paramedics will request their break by calling their supervisor/designate when duties permit the meal break to be taken and as soon as reasonably possible after eight (8) hours have passed since the commencement of their shift. The supervisor/designate will then contact dispatch to have the paramedics placed on a "Conditional Availability" ("CAV") to facilitate the scheduling of the meal break at the earliest possible opportunity. The parties agree that the break request process is subject to change by the Employer, in consultation with the Labour Management Committee.

Example: 6:30 to 18:30 shift
2nd Meal break window is from 14:30 to 16:30

8. If the second uninterrupted meal break does not commence prior to the commencement of the eleventh (11th) hour of the shift, the paramedics will begin to receive time and a half (1.5) for all hours worked from the commencement of the eleventh (11th) hour of work until the interrupted meal break is concluded or the end of the shift as the case may be.

Example: 6:30 to 18:30 shift
2nd Meal break window is from 14:30 to 16:30
Premium payment commences 16:31

9. A paramedic will not receive the additional payment referenced in paragraph eight (8) above if they have not followed the procedure set out in paragraph seven (7) above.
10. The entitlements under paragraph five (5) and eight (8) above are independent of each other and any entitlement to premium pay under the agreement. For example, a paramedic entitled under paragraph five (5) above or working on a paid holiday at time and one-half (1.5) who is entitled under paragraph eight (8) shall receive double time for the relevant period (e.g. not triple time).
11. Nothing in the foregoing shall be interpreted as a restriction on the Employer's ability to elect to take paramedics out of service to ensure that a meal period or meal periods are provided within the time frames set out above or to otherwise direct a paramedic to take a meal break within these time frames.
12. This LOU shall not be construed as either party waiving their legal rights in any other matter or forum under the collective agreement, statute or in collective bargaining.

13. The parties shall meet to discuss any operational or administrative issues that may arise regarding the foregoing process. The parties may elect to modify any of the foregoing provided that they mutually agree in writing to do so.
14. Unless superseded by agreement of the parties, this process shall remain in place on a trial basis for the duration of the collective agreement (effective date of ratification through to December 31, 2024) and any extension of the collective agreement by operation of statute.

SIGNED AT KINGSTON THIS 14th day of December, 2023.

FOR THE EMPLOYER

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Kelly Pender -

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LETTER OF UNDERSTANDING

BETWEEN
THE CORPORATION OF THE COUNTY OF FRONTENAC ("The Employer")
AND
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 462 ("The Union")

RE: LACK OF ACCESS TO CELL/INTERNET

If an employee is going to be out of cell/internet service they will notify the scheduling office at least one (1) week in advance of the dates and time period (not to exceed four (4) weeks per year of the lack of access to cell/internet service and refusals shall not count during this time. Any period of a lack of access cannot be when the employee has provided availability or within 12 hours prior to the employee's provided availability.

If the foregoing practice is being abused or otherwise causing difficulties in administration, the parties agree that they will meet during the term of the collective agreement to discuss the issues raised and work together in good faith towards a mutual resolve of same. Either party can request to meet to discuss this LOU.

SIGNED AT KINGSTON THIS 14th day of December, 2023.

FOR THE EMPLOYER

DocuSigned by:

Kellin Pender

DocuSigned by:

Ron Vachon

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FOR THE UNION

DocuSigned by:

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