COLLECTIVE AGREEMENT

- between -

THE CORPORATION

OF THE CITY OF THUNDER BAY

(SUPERIOR NORTH EMERGENCY

MEDICAL SERVICES – District)

- and -

UNIFOR

LOCAL 229

Term: November 1, 2020 to October 31, 2024

TABLE OF CONTENTS

		PAGE
ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	DEFINITIONS	1
ARTICLE 3	RECOGNITION	4
ARTICLE 4	RELATIONSHIP	5
ARTICLE 5	NO STRIKE OR LOCK-OUT	7
ARTICLE 6	RESERVATIONS OF THE EMERGENCY MEDICAL SERVICES MANAGEMENT FUNCTIONS	7
ARTICLE 7	STEWARDS AND UNION GRIEVANCE COMMITTEE	8
ARTICLE 8	UNION REPRESENTATION	9
ARTICLE 9	COMPLAINTS AND GRIEVANCE PROCEDURE	9
ARTICLE 10	ARBITRATION	12
ARTICLE 11	WITNESS AND INSPECTION	14
ARTICLE 12	DISCHARGE CASES	15
ARTICLE 13	CORPORATION/UNION POLICY GRIEVANCES	16
ARTICLE 14	SENIORITY, PROBATION, VACANCIES, & JOB POSTINGS, LAYOFF & RECALL	17
ARTICLE 15	JOB CLASSIFICATION AND WAGE RATES	31
ARTICLE 16	PAYMENT OF WAGES	32
ARTICLE 17	HOURS OF WORK	33
ARTICLE 18	CALL- BACK / CALL-IN	37
ARTICLE 19	PAID HOLIDAYS	39
ARTICLE 20	SICK LEAVE	42
ARTICLE 21	HOSPITAL AND MEDICAL CARE	50

ARTICLE 22	PENSIONS	55
ARTICLE 23	VACATIONS	55
ARTICLE 24	TRAVEL ALLOWANCE	59
ARTICLE 25	LEAVES OF ABSENCE	59
ARTICLE 26	UNIFORM	72
ARTICLE 27	GENERAL CLAUSE	74
ARTICLE 28	OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	74
ARTICLE 29	LABOUR - MANAGEMENT RELATIONS COMMITTEE	77
ARTICLE 30	WORKERS' COMPENSATION INJURIES	77
ARTICLE 31	EXPERIENCE PAY	77
ARTICLE 32	WORK OF THE BARGAINING UNIT	78
ARTICLE 33	GENERAL	78
ARTICLE 34	DURATION AND RENEWAL	81
	SCHEDULE "A"	83
	LETTER OF UNDERSTANDING Re: Excess Weekly Hours of Work	84
	LETTER OF UNDERSTANDING Re: Sick Claims Adjudications & Complaints Arising From Claim Denials	85
	LETTER OF UNDERSTANDING Re: Vacation Time Off Without Pay – Regular Part-time Employees, Casual Part-time Employees in Posted Temporary Full-time Positions	87

LETTER OF UNDERSTANDING
Re: Primary Care Paramedic Deactivation and/or Decertification 88

LETTER OF UNDERSTANDING
Re: Superintendents (Temporary Acting) 90

LETTER OF UNDERSTANDING
Re: Peer Support/Health & Wellness Program – Temporary Full-Time Position 91

LETTER OF UNDERSTANDING
Re: Benefits for Employees after Age 65 94

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 Purpose of this Agreement is to establish an orderly collective bargaining relationship between the Corporation and certain classifications of employees represented by the Union which will not interfere with the successful operation of Superior North Emergency Medical Services District, as a public service institution intended to provide adequate emergency medical services to the general public.

ARTICLE 2 – DEFINITIONS

2.01 "Employee" shall include only such persons coming within the scope of the bargaining unit.

2.02 Bargaining Unit shall mean all employees of the Corporation employed as Paramedics in The District of Thunder Bay, save and except superintendents, persons above the rank of superintendents, office and clerical employees, and any other employees currently represented by a union in a certified bargaining unit.

Clarity Note: This group shall be comprised of Advanced Care Paramedics, Primary Care Paramedics, Emergency Medical Care Assistants (EMCA).

2.03 "Unit Chairperson" and "Steward" shall mean an employee of the Corporation duly accredited as such by the Union.

2.04 "Deputy Chief" shall mean the Deputy Chief Superior North Emergency Medical Services or their official designate.

2.05 "Advanced Emergency Medical Care Assistant" shall mean a person who is qualified in accordance with the Ambulance Act and Regulations.

2.06 "Advanced Care Paramedic" shall mean a person who is qualified in accordance with the Ambulance Act and Regulations.

2.07 "Primary Care Paramedic" shall mean a person who is qualified in accordance with the Ambulance Act and Regulations.

2.08 "Student Trainee" shall mean a third party observer who may accompany members of the bargaining unit while they are performing their duties. They shall not be members of the bargaining unit nor shall they be covered by the terms of the Collective Agreement. Generally, student trainees will be on placement from a recognized educational institute.

2.09 "Station" shall be considered a service location area, as defined by the Corporation.

2.10 "Regular Part-time Employee" shall be defined as a part-time employee who does not restrict their availability for more than twelve (12) days per month (only two (2) of which can be on weekends), and has made a commitment to be available to work on a pre-determined schedule of less than full-time hours.

In addition, subject to the availability of hours, a part-time employee will be scheduled to work over either Christmas (Christmas Eve, Christmas Day and Boxing Day) or New Year's (New Year's Eve and New Year's Day). Part-time employees may submit their preference for time off at either Christmas (Christmas Eve, Christmas Day and Boxing Day) or New Year's (New Year's Eve

and New Year's Day) in accordance with Article 17.05 and the Corporation will consider such requests in order of seniority.

A regular part- time employee who restricts availability and as a result does not meet the above commitment will be reclassified as a casual part-time employee and may not reapply for a regular part-time position for a period of ninety (90) days.

If no availability is submitted, the regular part-time employee's availability will be considered open and the employee may be scheduled to a maximum of eighty-four (84) hours per pay period.

"Casual Part-time employee" shall be defined as a part-time employee who makes themselves available to work on an 'on-call' basis or who does not normally have a predetermined schedule, or home station. A casual part-time employee shall provide a minimum availability of two (2) days per month (one (1) day of which must be on a weekend, i.e., Saturday and/or Sunday). A casual part-time employee who chooses to submit availability may be pre-scheduled for shifts, only after regular part-time employees have been assigned hours in accordance with 17.06 (c).

2.11 "Temporary Employee" Employees may be hired at the Employers discretion for a specified term, not to exceed two hundred and ten (210) days to replace an employee on leave, for vacation relief, for locum placement or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and the Corporation. The period of the employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probation period will be credited with the appropriate seniority.

The Corporation will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

2.12 "City Manager" and "Chief Administrative Officer (CAO)" shall be interchangeable and shall mean head of the municipal administration of the Corporation.

ARTICLE 3 - RECOGNITION

3.01 The Corporation recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for the employees of the Corporation (doing business as Superior North Emergency Medical Services District) of Thunder Bay as defined in Article 2.02. (title amended Jan./03)

3.02 The Corporation undertakes that it will not enter into any agreement or contract with the employees described in the bargaining unit above and represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement, subject to the Corporation's Operations and Procedures Manuals.

ARTICLE 4 – RELATIONSHIP

4.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership in the Union, or because of activities on behalf of the Union or for any grounds prohibited by the Ontario Human Rights Code.

4.02 The Corporation and the Union agree that it will be a condition of employment for all present and new employees to become members of the Union and remain members in good standing as a condition of employment. The Employer agrees that regular monthly union dues, fees, and assessments shall be deducted from each employee in accordance with the Union's constitution and by-laws, provided that such deductions will commence in the month immediately following the month in which they were hired.

4.03 Interview System: On or before the commencement of their employment, the Corporation will give to each new employee a copy of:

a. the Union Agreement, and

b. an information package provided by the Union.

The Employer will advise the Union monthly of the names of those who have been hired.

It is agreed that a representative of the Union will be given an opportunity to interview each new employee during the third month of their probationary period for the purpose of ascertaining the wishes of the employee concerning membership in the Union. The Employer will advise the Union monthly of the names of those who

have completed the first two months of their probationary period and, on request, will arrange a place and time once each month for the said interview which shall not exceed ten minutes in duration. In the case where the Union representative is not located at the same base as the new employee, the interview will take place via telephone. The Employer will co-operate in scheduling interviews when the employees are on duty.

4.04 The Corporation will furnish the Union with a copy of the employees' seniority list and post copies on January 31st, May 31st and September 30th each year.

No objection may be taken by the Union or by any employee unless notice of objection is given by the Union or an employee to the Corporation within one month after the Corporation has posted and furnished to the Union the seniority list in which the item first appeared.

4.05 The remittance of union dues or amount equivalent thereto which were deducted by the Corporation from the wages of employees will be accompanied by lists showing the names of those from whose wages such deductions have been made and the names of those employees from whose wages no such deductions were made and the reasons why no such deductions were made.

Upon request by the Union in each December, the Corporation will also provide a listing of current employees, addresses and SIN numbers.

The Union shall hold the Corporation harmless with respect to all dues or the equivalent thereof so deducted and remitted with

respect to any liability which the Corporation might incur as a result of such deductions.

ARTICLE 5 – NO STRIKE OR LOCK-OUT

5.01 (a) The Union agrees that there will be no strike or other collective action by the employees represented by the Union, and if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith and to resort to the grievance procedure established herein for the settlement of any complaint or grievance. Should there be a violation of this section, there shall be no discussion between the Corporation and the Union until formal work has been resumed.

(b) The Corporation agrees that there will be no lock-out of employees.

ARTICLE 6 – RESERVATIONS OF THE EMERGENCY MEDICAL SERVICES MANAGEMENT FUNCTIONS

6.01 Rights of the Corporation: The Union acknowledges that it is the exclusive function of the Corporation subject to the provisions of the Collective Agreement:

(a) To hire, promote, demote, assign duties, layoff, recall, and to suspend, discipline or discharge any employee for just cause, provided that a claim that an employee has been unjustly discharged or disciplined may be made the subject of a grievance and dealt with under the grievance procedure of this Agreement.

(b) Generally to manage and operate the Corporation in all aspects in accordance with its obligations and, without restricting the

generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, and allocations and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Corporation's operations.

(c) To operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time reasonable rules and regulations which shall not be inconsistent with the provisions of this agreement. The Corporation will notify the Union Chairperson of any changes to rules and regulations.

ARTICLE 7 – STEWARDS AND UNION GRIEVANCE COMMITTEE

7.01 The Corporation undertakes to deal with the said Union Representatives with respect to any matter which properly arises during the term of this Agreement. e.g. Settlement of complaints and grievances.

7.02 The Union will notify the Corporation in writing of the names of the Union Representatives from time to time, and the Corporation will not be required to recognize the Union Representatives until it has been notified in writing by the Union of the names of the employees elected.

7.03 The Union acknowledges that stewards have regular duties to perform for the Corporation, and that they will not leave their regular duties without first obtaining permission from their immediate supervisor, and such permission will not be unreasonably withheld. Upon resuming regular duties the stewards will report to their respective supervisors. In accordance with this undertaking, such employees will be compensated by the

Corporation to the extent of one hundred percent of the regular rate of pay for such time spent in dealing with grievances of employees under the Grievance Procedure up to and including step three. Compensation will not be lost for time spent outside of the employees' regular working hours, and the Corporation reserves the right to withhold payment if in the opinion of the Corporation, the steward does not conform to the accepted practice in dealing with the grievances, or is unreasonable, or abnormal time is consumed in dealing with such matter.

7.04 Negotiating Committee: The Corporation agrees to recognize a Union Negotiating Committee consisting of up to three (3) employees who may be accompanied by Union Staff Representatives. This committee shall deal with all matters arising in conjunction with the negotiations for the renewal of the collective agreement. The members of the negotiating committee who are employees of the Corporation shall not lose pay for time spent, during their regular working hours, in negotiations with the Employer, up to and including conciliation.

ARTICLE 8 – UNION REPRESENTATION

8.01 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of their union representative. In the case of suspension or discharge, the Corporation shall notify the employee of their right in advance.

ARTICLE 9 – COMPLAINTS AND GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties hereto that complaints of the Corporation or of the employees will be adjusted as quickly as

possible, and it is understood that an employee has no grievance until they have first given the Superintendent the opportunity of adjusting their complaint. The grievor may have the assistance of a Union Representative if they so desire.

Such complaints shall be discussed with the Superintendent within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The employee will clearly indicate to the Superintendent that the discussion is regarding a complaint.

The Superintendent shall have five (5) days to respond to the complaint. Failing settlement, the complaint shall be taken up as a grievance within five (5) days following the Superintendent's decision.

9.02 Grievance Procedure: Should any differences arise between the Corporation and an employee or employees as to the interpretation or alleged violation of the provisions of this Agreement, they shall be taken up in the following manner:

STEP ONE

The Employee or one designated member of a group of employees shall submit the grievance, in writing, and signed by the employee, to the Deputy Chief, Superior North Emergency Medical Services or designate. The employee may be accompanied by a Union steward. The Deputy Chief/designate will deliver their decision in writing within five (5) days following the day on which the written grievance was presented to him. Failing settlement, then:

STEP TWO

Within five (5) days following the decision under Step 1 the employee, accompanied by a Union steward or the Union steward shall submit the written grievance to the Chief, Superior North Emergency Medical Services or designate who will deliver their decision in writing within ten (10) days following the day on which the grievance was presented to him. Failing settlement then:

STEP THREE

Within ten (10) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Chief Administrative Officer or designate.

A meeting will then be scheduled between the Chief Administrative Officer or designate and the designated Union representative who may be accompanied by the general representative of the Union.

The decision of the Corporation shall be delivered in writing within ten 10 days following the date of such meeting.

NOTE: in consideration of the distances involved, grievances may also be presented via teleconference. Other methods may be used as agreed upon by the parties.

9.03 All grievance forms shall contain only one grievance. Written grievances shall contain a clear and concise statement concerning the alleged grievance, the people involved, and the relief sought.

9.04 Time limits shall be computed by excluding Saturday, Sunday, and holidays. Failure of the Union to meet its time limits will cause the grievance to expire and neither it nor the same subject matter shall

be further considered or made the subject of a further grievance. Failure of the Corporation to meet it's time limits shall permit the aggrieved employee to take the grievance to the next succeeding step, provided the employee then presents the grievance at this next step within five days after the expiration of the said time limit. All time limits may be extended by mutual agreement.

ARTICLE 10- ARBITRATION

10.01 Arbitration

(a) Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within fifteen (15) days following receipt of the decision under Step 3, notify the Corporation in writing of its desire to submit the difference or allegation to arbitration. The Union and the Corporation may agree upon a single arbitrator to hear the matter and, if agreed, will exchange nominations. Failing agreement between the parties as to the arbitrator to be appointed, the matter may be referred within ten (10) days thereafter to a Board of Arbitration composed of three members, and either the Union or the Corporation may inform the other party in writing of its desire to submit the matter to arbitration by a three-man board, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within five days of the appointment of the second of them, appoint a third person who shall be chairman. If either party fails to make the required appointments within the time designated, either or both parties may request the Ministry of Labour for Ontario to fill the vacancies.

No person may act as an arbitrator who is a member of the Union or an employee of either the Union or the Corporation or who has been directly involved in attempts to negotiate or settle the grievance.

The Arbitration Board shall hear and determine the differences and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman shall govern. The decision shall be discussed by all members of the Arbitration Board before it is rendered to the parties involved.

(b) Notwithstanding the foregoing, the parties may agree, in writing, that the Board of Arbitration shall consist of a single Arbitrator. In such case, the parties shall assume the role of nominees in selecting/agreeing to the Chairperson.

10.02 Authority of Arbitrator/Arbitration Board:

It is understood and agreed that the Arbitrator/Arbitration Board shall have authority only to settle disputes under the terms of this Agreement, and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable, shall be arbitrable.

The Arbitrator/Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with this agreement.

No costs of any arbitration shall be awarded to or against either party.

10.03 Compensation of Arbitrator/Arbitration Board: The Union and the Corporation shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the chairman or of a single arbitrator.

10.04 Place of Hearing: Arbitrations shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Union and the Corporation.

10.05 If a discipline grievance goes to arbitration, the Board of Arbitration may:

a) confirm the Corporation's action;

b) reverse the Corporation's action; or

modify the Corporation's action in a manner which is deemed to be just and equitable in the opinion of the Arbitrator, in the case of a single Arbitrator, majority of the Board of Arbitration or of the chairman of the Board of Arbitration in the absence of a majority decision.

ARTICLE 11 – WITNESS AND INSPECTION

11.01 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses, and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the premises

of the Corporation to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 12 – DISCHARGE CASES

12.01 A claim by an employee that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Deputy Chief within five (5) days after the employee ceases to work for the Corporation. Such grievance shall be taken up at Step Two of the grievance procedure. A meeting shall be held within five (5) days after the filing of a written grievance under this section or at such other time mutually agreed to by the parties.

12.02 A discharge grievance may be settled by:

a) confirming management's action in dismissing the employee; or by,

b) reinstating the employee with full compensation for time lost; or by,

c) any other arrangement which is just and equitable in the opinion of the conferring parties.

12.03 If a discharge grievance goes to arbitration, the Arbitrator/Board of Arbitration may:

a) confirm management's action in dismissing the employee; or,

b) reinstate the employee with full compensation for time lost; or,

c) any other arrangement of the Arbitrator/Board of Arbitration.

12.04 Access to Personnel File:

(a) Employees shall have a right of access to their personnel file administered by the Corporation for the purpose of ensuring accuracy and completeness. Access is gained through advance written notice of three (3) working days to Human Resources. Employees may only view their records in the presence of an administrative staff person.

(b) An employee having had access to their records may request correction of or amendments to the contents of any such records. If the request is denied the employee may submit a notation indicating their disagreement.

12.05 Letters of Reprimand: Any reprimand or warnings given in writing and becoming part of any employee's file shall be destroyed after twenty-four (24) months has elapsed.

ARTICLE 13 – CORPORATION/UNION POLICY GRIEVANCES

13.01 Either the Corporation or the Union may bring forward any complaint arising between the Parties concerning the interpretation, application or alleged violation of the Collective Agreement. Such complaints shall be submitted in writing to the Deputy Chief in the case of a Union complaint and to the Union office in the case of a Corporation complaint. The Complaining Party shall file its complaint within ten (10) days following the circumstances giving rise to the complaint.

13.02 The Responding Party shall within ten (10) days thereafter send a written reply to the complaint to the Complaining Party. Failing settlement, either party may within ten (10) days of the receipt of the written reply by the other Party, take the complaint up the grievance procedure.

13.03 It is expressly understood, however, that the provision of this Article may not be used with respect to a grievance directly affecting an employee which they could have instituted themselves and the regular procedure shall not be thereby passed.

ARTICLE 14 – SENIORITY, PROBATION, VACANCIES & JOB POSTINGS, LAYOFF & RECALL

14.01 Seniority Factors: The Corporation and the Union agree that in the cases of promotions (other than promotions to positions outside of the bargaining unit) and demotions and in all cases of increase or decrease of forces, unless specified otherwise seniority shall be the governing factor, provided that the employee has the skill, ability and qualifications to perform the work.

All full-time employees accumulate station seniority based on their date of hire. All Part-time Employees accumulate station seniority on the basis of all regular hours worked at any station. Seniority will be converted on the basis of 2184 hours of work equals one (1) year of full-time seniority.

For the purpose of wages, vacation pay and overtime, all Paramedics (Part-time) gain progression on the basis of all part-time regular hours worked. Where a part-time employee is off due to a work-related injury and is in receipt of WSIB benefits, the employee shall receive credit for seniority based upon the employee's average weekly hours in the ten (10) weeks immediately preceding the date of the injury.

For the purpose of union leave, all paramedics will receive seniority for all hours of union leave.

14.02 Probationary Period

(a) New full-time employees of the Corporation shall be considered probationary employees until they have completed six months of continuous active service with the Corporation, after which length of continuous active service shall be effective from the first full shift worked in the employee's last continuous employment by the Corporation.

(b) New part-time employees shall be considered Probationary for a period of one thousand and ninety-two (1092) hours worked. However, in no circumstances shall the probationary period exceed fifteen (15) calendar months unless the employee has been absent for extended periods of time in excess of thirty (30) calendar days. Any extensions of the probationary period beyond one thousand and ninety-two (1092) hours worked must be agreed to by the employee and the Union.

(c) A probationary employee may only grieve a layoff or termination if the Employer acted in a discriminatory manner and failed to properly evaluate said employees and failed to provide reason for their termination.

(d) When a person hired as a temporary employee continues in service in the same job after the expiration of the period of temporary employment with a view to becoming a regular employee with the consent of the Corporation, the period of continuous temporary employment will be credited on the probationary period.

When a person hired as a temporary employee is successful in gaining regular employment immediately following the temporary assignment, and there has been no break in service, the regular

hours worked during the period of continuous temporary employment will be credited towards the waiting period for in lieu of fringe benefits outlined in article 21.03.

14.03 Termination of Service: Seniority rights and an employee's employment shall be deemed to have been terminated if:

a) an employee quits or retires;

b) an employee is discharged and the discharge is not reversed through the grievance procedure;

c) an employee overstays an authorized leave of absence without obtaining the written consent of the Corporation or if they utilize a Leave of absence for purposes other than those for which the leave of absence was granted;

d) an employee is absent for more than twenty-four (24) consecutive months because of layoff.

e) an employee is absent for more than twenty-four (24) consecutive months because of illness or disability. The Human Rights Legislation and its impact on this article will be reviewed on a case by case basis.

f) an employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.

g) a part-time employee who restricts their availability and is not scheduled to work or has not worked for a period of three (3) consecutive months, except where absent on approved

leave, shall be deemed to have been terminated. Note that scheduled training and re-certification are not considered as time worked for the purpose of this Article.

14.04 Notice of Termination/Layoff: Every employee shall give at least one week's notice of termination. The Corporation shall give the following notice in writing:

(a) Notice: In the event of a proposed layoff at the Corporation of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Corporation shall:

i. provide the Union with no less than six (6) month's written notice of the proposed layoff or elimination of position; and

ii. provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff, or pay in lieu thereof.

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

(b) The above notice shall apply except in cases of dismissal for just cause or of termination during probationary period.

(c) Such notice will be handed to the employee, and signed acknowledgment requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail.

(d) In all other cases of layoff, the Corporation shall give each employee in the bargaining unit who has acquired seniority, one

week's notice, provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

14.05 Notices: Any notice to any employee under this Agreement may be given personally (either directly or by telephone) or by prepaid registered post, addressed to the employee at their last address shown on the seniority list or on the payroll of the Corporation, and such notice shall be deemed to have been given when signed for, indicating receipt, or when returned to the Corporation. The employee is solely responsible for their proper address being on record with the Corporation.

14.06 Transfer at Instance of Corporation: If at the instance of the Corporation an employee is transferred to another classification carrying a rate in a lower range the employee shall not suffer thereby a reduction in rate of pay.

14.07 Temporary Transfer Outside the Bargaining Unit: The Corporation may temporarily transfer an employee, with the employee's consent, to a position outside of the bargaining unit, or an employee may apply for and accept a temporary transfer to a position outside the bargaining unit, for a period of up to six (6) months. In the case of a temporary placement caused by illness/injury, or Maternity/Parental leave, such leave may be extended up to twelve (12) months by mutual agreement by the parties. The extension will not be unreasonably denied. An employee who temporarily transfers to a position outside of the bargaining unit and returns to their bargaining unit position within six (6) months or in the case of an approved extension within twelve (12) months, shall retain, but not accumulate seniority held

at the time of transfer. Accumulation of seniority will resume upon return to the bargaining unit.

14.08 Responsibility Outside the Bargaining Unit:

(a) When the Corporation temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employee shall receive an allowance of one dollar ($1.00) per hour for each shift from the time of the assignment.

(b) Designation of Lead Hand: When a Deputy Chief designates an employee as Leadhand, it is recognized that such employees are given the authority to organize and direct the employees on shift in accordance with established policies and procedures. The employee performing lead hand duties shall receive an additional one dollar ($1.00) per hour above their wage rate for all hours performing such duties.

14.09 Posting of Vacancies: All new positions and vacancies in existing positions under "Schedule A" within the bargaining unit shall be posted for a minimum of seven days (excluding Saturdays, Sundays, and holidays). Employees will be allowed to make written application during that period for the position to Human Resources.

The filling of the job postings and applications will be considered in the accordance with the following process:

Applicants from the bargaining unit as a whole will be considered. If there are no qualified applicants from within the bargaining unit, then external applicants will be considered.

The filling of job postings for temporary positions and applications will be considered in accordance with the following process:

Part-time applicants from the bargaining unit as a whole will be considered first. If there are no qualified part-time applicants then full-time applicants from the bargaining unit as a whole will be considered. If there are no qualified applicants from within the bargaining unit, then external applicants will be considered.

An employee successful in a job posting shall not be permitted to reapply to any subsequent job posting for a period of six (6) calendar months from the effective date of the appointment except if the employee is a regular part-time or casual paramedic applying for a full-time or temporary full-time position.

Internal applicants will have twenty-four (24) hours in which to accept a position once offered by the employer.

14.10 A part-time employee who accepts a temporary full-time vacancy will continue to receive the in lieu of fringe benefits.

14.11 Vacancies, which are not expected to exceed three (3) months, will not be posted and may be filled at the discretion of the Corporation.

This period may be extended by mutual agreement of the Unit Chair and the Corporation.

14.12 Job Security/Layoffs and Recalls: With respect to the development of any operating or re-structuring plan, proposal for funding in an "RFP" process, or downsizing or closure plans which may affect the bargaining unit, the Union shall be involved in the planning process

as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions being taken that would adversely affect the bargaining unit and through to the final phases of the process. This involvement shall take place at the Labour-Management Relations Committee level in accordance with Article 29.

It shall be the function of the Labour – Management Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit including:

i. identifying and proposing possible alternatives to any action that the Corporation may propose taking;

ii. identifying and seeking ways to address the retraining needs of employees;

iii. identifying vacant positions within the Corporation for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within the twelve (12) month period.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. The Corporation shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly

responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Disclosure: To allow the Labour-Management Committee to carry out its mandated role under this Article, the Corporation will provide the Committee with pertinent financial and staffing information and with a copy of any plans described in the first paragraph of this article which impact on the bargaining unit.

Accountability: The Committee shall submit its written recommendations to the Chief Administrative Officer of the Corporation. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

Any agreement between the Corporation and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

14.13 Layoff and Recall:

(a) In the event of layoff, the Corporation shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

(b) An employee who is subject to layoff shall have the right to either:

i. Transfer to a vacant position, if such is available, and the job posting provision will be waived in this instance, or

ii. displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off, or

iii. accept the layoff.

NOTE 1: For the purpose of this article there are only two classifications of employees, those being 1. Full-time; and 2. Part-time, and both of the above classifications shall be considered to be identical paying classifications for the purpose of this article.

NOTE 2: In the case of a station closure resulting in layoff where more than one employee is subject to layoff, the employees will exercise the rights listed under b) above in order of seniority, with the most senior of those employees proceeding first. In this scenario, under b) ii) the most senior of those employees subject to layoff may displace any one of the number of least senior employees in the bargaining unit equivalent to the number of employees subject to the layoff.

(c) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

(d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Corporation shall not act in an arbitrary or unfair manner.

(e) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within six (6) months of being recalled.

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

(g) It is the sole responsibility of the employee who has been laid off to notify the Corporation of their intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Corporation (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Corporation.

(h) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such

temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(i) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

(j) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

(k) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

14.14 Benefits on Layoff: In the event of a layoff of a full-time employee, the Corporation shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

14.15 Benefits on Early Retirement: A full-time employee who retires at the point of a reduced or unreduced early retirement under the most current OMERS qualifying service provision after January 1, 2003 and has not reached age sixty-five (65) will receive semi-private Hospital coverage (employee and spouse), Dental coverage and a prescription drug benefit from the point of retirement until the sooner of i) age sixty-five (65) or ii) eligibility to participate in prescription drug benefit coverage from the province of Ontario (provided the employee is at least sixty-five (65) years of age) or iii) the age at which the employee can retire and receive an OMERS pension plan without penalty or can no longer contribute to the

OMERS pension plan (in both instances, provided the employee is at least sixty-five (65) years of age. The drug plan does not include non-prescription drugs (i.e. over the counter drugs) or prescriptions for over the counter drugs. Effective June 1, 2005, reimbursement for dispensing fees in the case of prescription drugs will be capped at $8.00 per prescription, and the plan will provide for generic drug substitution unless otherwise indicated by the employee's physician. Note that the dispensing fee cap will be $10.50 in Beardmore, Red Rock, Nipigon, Geraldton, Longlac and Nakina. The dispensing fee cap will be $9.50 per prescription in Schreiber, Terrace Bay, Marathon, and Manitouwadge.

It is agreed that early retirement benefit coverage will be subject to amendments, if any, as are from time to time applicable to said coverage for bargaining unit members and as provided for in Article 21.

14.16 Severance and Retirement Options:

a) Severance Pay: Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above, an employee with more than twelve (12) months service with the Corporation who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

For the purpose of 14.16 (a) severance pay is to be calculated on the basis of two (2) weeks per year of service to a maximum of twelve (12) weeks. Thus the balance of the notice referred to above will be the balance of up to twelve (12) weeks as applicable.

(b) Retirement Allowance: Prior to issuing notice of layoff pursuant to Article 14.04 in any classification(s), the Corporation will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under OMERS within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 14.04.

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Ontario Municipal Employees Retirement System. An employee who chooses this option forfeits their right to notice and will receive severance pay on the basis on one (1) week's pay for each year of service with the corporation to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to $1,000.00 for every year less than age 65, to a maximum of $5,000.00.

NOTE: The Corporation may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

(c) A full-time employee who has completed one year of service and

i. whose layoff is permanent, or

ii. who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while their recall rights are still in effect. Once an employee does opt to receive the severance payment, they shall be deemed to have resigned, and their recall rights shall be extinguished.

ARTICLE 15 – JOB CLASSIFICATION AND WAGE RATES

15.01 Schedule "A" shall be the basic wage for the classifications named therein during the life of this Agreement.

15.02 Weekend Premium: An employee shall be paid a weekend premium in addition to the above of sixty cents ($0.60) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

15.03 Standby: An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars and ninety cents ($3.90) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

Effective the date of ratification standby pay shall be in the amount of four dollars and five cents ($4.05) per hour for all hours on standby.

Effective November 1, 2021 standby pay shall be in the amount of four dollars and fifteen cents ($4.15) per hour for all hours on standby.

Effective November 1, 2022 standby pay shall be in the amount of four dollars and twenty-five cents ($4.25) per hour for all hours on standby.

ARTICLE 16 – PAYMENT OF WAGES

16.01 Direct Deposit: The Corporation agrees that net pay will be deposited in the employee's local bank account on a regular bi-weekly basis, except when interfered with by the occurrence of a paid holiday, in which case regular pay day will be advanced by one day.

16.02 A statement of bi-weekly payments showing deductions and net pay will be provided to each employee for each bi-weekly pay period.

16.03 In the case of an accident which will be compensated by the Workplace Safety and Insurance Board, the Corporation will pay the employee's wages for the day of the accident.

16.04 Overtime, premium pay, holiday, and shift differential shall be itemized on each bi-weekly statement.

ARTICLE 17 – HOURS OF WORK

17.01 Scope: The following paragraphs and sections are not intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per month.

17.02 (a) The regular shifts for Paramedics shall be at the discretion of management.

Employees will report to work to their respective Superintendent in uniform at the commencement of their scheduled shift and remain in uniform for the full working shift.

(b) If a regular scheduled shift is altered for reasons such as mandatory training, an employee shall be provided an opportunity to make up any lost hours so that they will not receive less pay for the bi-weekly period.

(c) Overtime: All time worked in excess of a regular shift (i.e.: 8 hours, 10 hours or 12 hours) shall be paid at the rate of one and one-half (1½) times the regular rate.

i) All full-time employees shall be given the option of choosing overtime pay or equivalent time off in lieu of overtime, up to an aggregate annual maximum of one hundred and eight (108) hours. Should an employee choose to bank overtime, said employee shall be entitled to time off in lieu of cash payment upon giving the Corporation two (2) weeks notice in writing, subject to scheduling requirements. Banked overtime is accumulated during the calendar year and such time must be taken by December 31st of that year.

Such time off shall not be unreasonably denied. Any unused bank time left on December 31st will be paid out.

Full-time employees who report for scheduled overtime will be guaranteed at least four (4) hours work or if no work is available, will be paid at least four (4) hours. This shall not apply whenever an employee has received not less than twelve (12) hour's notice not to report to work.

ii) For part-time employees, all time worked in excess of eighty-four (84) hours per bi-weekly pay period shall be paid at the rate of one and one-half (1 ½) times the regular rate. The same hours cannot be claimed for both daily and weekly overtime.

Part-time employees shall have the option of banking overtime pay, up to an annual aggregate maximum of one hundred and eight (108) hours, for the purpose of payment at a later date. Banked overtime will not be used as scheduled paid time off. The employee must provide a minimum of two weeks' notice to the Superintendent of such payout and any unused banked time remaining on December 31 will be paid out.

(d) Time paid by the Corporation for bereavement leave, sickness, paid holidays and paid vacations is to be recognized as time worked for the purpose of calculation of overtime.

(e) Reporting Pay: All part-time employees who report for a scheduled shift will be guaranteed at least four (4) hours work or if no work is available will be paid at least four (4) hours. This shall not apply whenever an employee has received not less than twelve (12) hours' notice not to report to work.

17.03 For the purpose of this Agreement, the work week commences at 0001 hours on Sunday. The work day shall be for a period of twenty-four hours, commencing at 0001 hours, or beginning of the day shift of the operation as scheduled by the Corporation.

Attendance at in-service classes outside of regular working hours is voluntary on the part of the employee, and non-compensable.

17.04 A schedule may be established to provide for more than five consecutive days of work but not more than seven consecutive days of work without two days off, and as long as ten days off are scheduled in a five week rotation period, except in cases of emergency or requested for the convenience of the employee with the approval of the Deputy Chief.

17.05 Each year there will be six (6), six (6) week schedules and two (2), eight week schedules that will be posted two (2) weeks in advance.

Employees' requests for specific days off must be submitted in writing at least one (1) week in advance of posting.

17.06 (a) The Corporation will endeavour to schedule all regular part-time employees in each station an equal number of hours at that station up to forty-eight (48) hours per pay period. (This is not a guarantee of hours.)

(b) Subject to availability of hours, after (a) above has been accomplished, the remaining part-time hours will be assigned to regular part-time employees in order of station seniority and availability.

(c) Subject to availability of hours, after (a) and (b) above has been accomplished, the remaining part-time hours will be assigned to regular part-time employees in order of seniority, and based on availability and "standing orders". Part-time paramedics must indicate their "standing orders" or availability for these shifts in a manner prescribed by the Corporation. The Corporation will not be responsible to pay for any travel costs when a paramedic is scheduled to work a shift in another station in accordance with this Article.

(d) Thereafter or after the schedule is posted, call-in or extra shifts will be offered in accordance with Article 18.01 c)

(e) As a point of clarification, Article 17.06 only deals with the distribution or scheduling of hours of work resulting in payment of straight time.

17.07 The Corporation may allow an exchange of shifts at the request of two employees, including interstation shift exchanges, provided that its approval is obtained in advance and that no additional cost to the Corporation results from such exchange of shifts. Shift exchanges must be completed within the same pay period.

17.08 The Corporation must give full time employees forty-eight (48) hours' notice to any change in their posted shift, otherwise the Corporation must pay the employee a shift premium of time and one-half (1½) for all hours worked because of the lack of notice.

17.09 If a change in the scheduled part-time hours occurs on a posted shift schedule, it will be the responsibility of the Superintendent or designate to arrange the notification of the part-time staff member(s). If this notice is provided less than twelve (12) hours

prior to the start of the shift(s) in question, the employee will be guaranteed four (4) hours pay.

17.10 Holiday Overtime: When an employee is called in to work authorized overtime on a statutory holiday, such employee shall receive two (2X) times their regular straight time hourly rate for such authorized overtime.

17.11 Eating Periods: Further to Employment Standards Act Regulation 491/06 the parties agree that:

a) Paramedics are generally able to receive eating periods;

b) Eating periods are not guaranteed and may be missed for emergency calls, and

c) All eating periods are considered fully paid, whether or not they are interrupted, uninterrupted or missed.

ARTICLE 18 – CALL-BACK / CALL-IN

18.01 Call-Back:

(a) If an employee on standby in accordance with 15.03 is called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, the employee will be paid for a minimum of four (4) hours work or four (4) hours pay at the rate of time and one-half (1½) times the regular rate. Where the call-back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half (1 ½) after which time they shall revert back to the regular shift.

(b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such four (4) hour period, and to the extent that call back overlaps and extends into the hours of their regular shift (a) shall apply

(c) Call-in or the offering of extra shifts after the working schedule has been posted will be offered on the following basis:

i. to the most senior bargaining unit qualified part-time paramedic who has not been prescheduled up to the normal regular full-time hours in a bi-weekly period.

Notwithstanding the above, all offers of call-in or extra shifts are subject to the following:

i. Part-time paramedics must indicate their "standing orders" or availability for call-in or extra shifts in a manner prescribed by the Corporation; and

ii. A shift shall be deemed to have been offered whenever a telephone call is placed; and

iii. The Corporation shall not be required to offer any shifts which would result in overtime rates being paid; and

iv. The Corporation will not be responsible to pay for any travel costs should a paramedic from another station accept a call-in or extra shift.

When it is determined by the Corporation that overtime will be offered, such will be offered to qualified station specific full-time paramedics in order of seniority.

In the event that a shift is required to be filled as a result of an employee providing notice of twelve (12) hours or less, then the shift will be offered by station seniority as follows:

- To part-time employees who have not been scheduled up to the normal regular full-time hours in a bi-weekly period.
- If overtime will be offered, first to full-time employees and then to part-time employees.

(d) A page made in error will not result in payment under Article 18.01 a) and b) above. A paramedic who is paged in error will be compensated for the time spent responding to the call before being notified of the error or for two (2) hours of work, at straight time rates, whichever is greater.

As a point of clarification no pay will be made to those paramedics that are paged in error only during pager tests conducted at shift exchange.

ARTICLE 19 – PAID HOLIDAYS

19.01 (a) Every regular full-time employee, after having completed three months of their probationary period, will be granted time off with pay for authorized paid holidays, namely:

New Year's Day;
Good Friday;
Victoria Day;

Canada Day;
Civic Holiday (first Monday in August);
Labour Day;
Thanksgiving Day;
Christmas Day;
Boxing Day;
Employee's Birthday;
Remembrance Day;

(b) When an employee's birthday falls on a non-recurring February 29th, March 1st will be substituted as the birthday holiday;

(c) When an employee's birthday falls on another paid holiday, another day will be substituted;

(d) Where a paid holiday falls on the employee's regular day off, another day off will be substituted as mutually agreed upon between the Corporation and the employee.

(e) Regular full-time employees employed prior to the second Monday in February will receive two (2) floating holidays, both to be used at a mutually agreeable time.

(f) In order to qualify for each paid holiday, the employee must work their last scheduled shift immediately prior to and their first scheduled shift immediately following the paid holiday unless an absence greater than or equal to forty (40) hours is due to injury or illness supported by a doctor's note.

(g) Commencing on January 1 2012, full-time paramedics will be granted time off with pay, for the statutory holidays listed under Article 19.01 a) and e), on the basis of the duration of the regular portion of the shift immediately before the statutory holiday.

19.02 If one of the above mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off in lieu.

19.03 Upon scheduling an employee may be granted the privilege of accumulating all statutory holidays. These accumulated days may be added to the employee's annual vacation where scheduling permits. In December of each year all full-time shall indicate their preference as to:

i. working and accumulating statutory holidays that fall during their regular shift rotations; or

ii. receiving the time off with pay on the day of the holiday.

iii. where scheduling does not permit the employees to accumulate the above noted paid holidays, and for any and all paid holidays worked and/or accumulated, the employee shall be paid time and one-half for all hours worked in addition to the regular daily rate.

Note: For clarification purposes paid holidays for those staff working at the Geraldton Station will be based on a 10 hour day.

19.04 Part-time employees who work on the paid holiday shall be paid time and one-half for all hours worked on the paid holiday.

ARTICLE 20 – SICK LEAVE

20.01 Full-time employees:

Sick leave means the period of time when an employee is absent from work with pay due to sickness or accident rendering them unable to perform their regular duties as an employee and not compensable under the Workplace Safety and Insurance Act.

20.02 Sick Leave and Long Term Disability:

The Employer shall be responsible to provide and fund a short-term and long-term disability plan.

Effective December 12, 2006, the overriding conditions with respect to the application of the short-term and long-term disability plan, as provided for by this collective agreement, are such that this plan and/or its paid sick leave benefits are only available to eligible full time employees up until the sooner of:

a) age sixty-five (65);

b) the date at which the employee is eligible to receive prescription drug coverage from the province of Ontario (provided the employee is at least sixty-five (65) years of age);

c) the date at which the employee retires;

d) the age at which the employee can retire and receive an OMERS pension plan without penalty or can no longer contribute to the OMERS pension plan (in both instances,

provided that the employee is at least sixty-five (65) years of age);or

e) the date the employee ceases to be totally disabled.

Eligibility and/or paid benefits cease thereafter. The provisions of this article supersede all other collective agreement articles, and the sick leave plan document.

Short Term Disability (S.T.D.)

All full-time employees with three (3) months' service or more are eligible for sick pay benefits, which are one hundred percent (100%) Employer paid as follows:

Duration of Benefits

Benefits are payable for up to fifteen (15) weeks (seventy-five (75) working days) based on a normal five (5) day work week.

Rate of Sick Pay

The amount of sick pay income is determined by the length of continuous service up to the first day of absence according to the following:

3 months to 1 year of service – 66 2/3% of regular pay

1 year of service but less than 2 years – 70% of regular pay

2 years of service but less than 3 years – 80% of regular pay

3 years of service but less than 4 years – 90% of regular pay

4 years of service or over – 100% of regular pay

Waiting Period

There is no waiting period for the first three periods of total disability in a calendar year. No benefit is payable for the first two (2) days of absence for the fourth and subsequent periods of total disability in a calendar year. Notwithstanding the foregoing provision, the Employer agrees to pay an amount equal to any loss of benefits for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

One (1) period of total disability may include more than one (1) absence, provided that such absences are from the same cause of total disability and are separated by a period of less than three (3) weeks.

Reinstatement of Benefits

When an employee returns from an absence and works full-time continuously for three (3) weeks, their benefit period is reinstated in full. If an employee's absence from work again due to total disability is for the same or a related cause or before they completed three weeks of full-time employment, the balance of their original sick pay benefit will apply. However, if an employee's subsequent absence is due to a different illness unrelated to the initial one, the full fifteen (15) week benefit period will apply even if the absence due to the second illness occurs within three (3) weeks following their return to work.

Proof of Disability

Proof of total disability satisfactory to your employer such as a doctor's certificate, is required if you are absent for three (3) days

or more, and is subject to a periodic review thereafter. However, such proof may be required at any time in order for you to qualify for benefits.

Employment Insurance Benefits

Sick pay coverage from the 16th to 30th week of total disability is provided by the Employment Sick Pay Benefit available through your local Human Resources Development Canada Office. The two (2) week waiting period under E.I. rules is waived.

Long Term Disability (L.T.D.)

All full-time employees are eligible for Long-Term Disability benefits, which are one hundred percent (100%) employer paid as follows:

Effective Date of Insurance

The effective date of an employee's L.T.D. insurance will be the day they completed six (6) months of service providing they have been actively at work on a full-time basis for at least the seven (7) immediately preceding consecutive work days. If the employee was absent from work on this day, the effective date of their insurance will be the day they completed seven (7) consecutive working days following their return to work.

Amount Payable

The amount an employee will receive will vary with their service up to the first day of absence, according to the following schedule:

At least 6 months of service – 65% of regular pay

20 – 29 years of service –70% of regular pay

30 or more years of service – 75% of regular pay

less the amount of disability payments which are available to an employee under any other plan towards which their employer contributes, such as Workers' Compensation, Canada Pension Plan (primary benefit) or employers pension plan. In any event, the minimum monthly payment is fifty dollars ($50.00).

When Benefits are Payable

L.T.D. benefits are payable when an employee has become totally disabled as a result of injury or illness and has remained totally disabled for thirty (30) weeks.

"Total disability" and "totally Disabled" mean, during the first one hundred and four (104) weeks an employee is absent from work, they are unable to perform the regular duties pertaining to their occupation due to injury or illness and that they are not engaged in any gainful occupation. After one hundred and four (104) weeks, an employee must be prevented, by injury or illness, from engaging in any gainful occupation for which they are or may become fitted by training, education or experience.

Recurrence of Disability

If you recover and return to full-time work, but within six (6) months the same disability recurs, Long Term Disability benefit payments will resume immediately. However, if you have worked for more than six (6) months or if you are disabled from an unrelated cause, the disability will be considered a new disability.

Rehabilitation Benefit

While an employee is disabled and as their condition improves, they may be able to work part-time or take on a less demanding job as part of a rehabilitation program approved by the insurance carrier.

During such rehabilitation, the employee will receive their regular monthly disability benefit less fifty percent (50%) of the monthly earnings they receive from rehabilitative employment.

Exclusions

a) All total disabilities are covered provided that the employee is under the care of a medical doctor, except injury or illness resulting from commission by them of a criminal offense, engagement in an illegal occupation, willfully self-inflicted injury, or war.

b) An employee will not be entitled to Short-Term or Long-Term Sick Leave during the period of lay-off or on leave of absence without pay.

c) There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety and Insurance benefits.

d) Employment Insurance Rebate: The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's employment insurance premium reduction will be retained by

the Corporation towards offsetting the cost of the benefit improvements contained in this Agreement.

e) Sick Time Language:

i. Employees on sick leave shall maintain an on-going liaison with the Corporation and confirm their date of return to work from such sick leave with the Corporation to the extent necessary to accommodate scheduling arrangements.

ii. An employee who is absent from work due to sickness must, upon being ready to resume their normal work schedule, advise the Deputy Chief of their intention to return to work at least twelve (12) hours before the start of their next scheduled shift.

Failing such notice, the employee will forfeit their pay for that shift.

iii. Lieu Days While on Paid Sick Leave: Where an employee is on paid sick leave the Corporation will not schedule a lieu day. A lieu day scheduled prior to the commencement of the paid sick leave shall remain as scheduled.

f) The Corporation shall pay the full cost of any medical certificates required of an employee by the Corporation.

g) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

h) An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance benefits for a period longer than one complete pay period may apply to the Corporation for payment equivalent to the lesser of the benefit they would receive from the Workplace Safety and Insurance Board if their claim was approved, or the benefit to which they would be entitled under the short term sick portion of the disability income plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Corporation and a written undertaking satisfactory to the Corporation that any payments will be refunded to the Corporation following final determination of the claim by Workplace Safety and Insurance board. If the claim for Workplace Safety and Insurance benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

i) Until proof of total disability sick leave claim is adjudicated, advances will be provided for up to (20) working days. If the plan adjudicator denies a claim or the employee fails to provide the required medical documentation, pay advances must be reimbursed.

20.03 Employees of the service will be given credit in this program as per their seniority with the service, not as new hires. For the purpose of

transfer to the long-term portion of the disability program, employees will be credited with their actual service

ARTICLE 21 – HOSPITAL AND MEDICAL CARE

21.01 Insured Benefits: The Corporation agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time employees in the active employ of the Corporation under the insurance plans set out below subject to their respective terms and conditions including any cessation of coverage and enrolment requirements.

Part-time employees who transfer or who are promoted to a full-time position and who have worked five hundred and twenty (520) regular hours will not be required to serve the waiting periods under this Article.

Cessation of Coverage

The provisions of these plans will cease and/or will not be available to an employee when the employee:

i) resigns;

ii) is terminated;

iii) is laid off beyond (3) calendar months;

iv) is discharged;

v) is on extended leave of absence beyond (1) calendar month;

vi) reaches sixty-five (65) years of age;

vii) is eligible to receive prescription drug coverage from the province of Ontario (provided the employee is at least sixty-five (65) years of age); or

viii) can retire and receive an OMERS pension plan without penalty or can no longer contribute to the OMERS pension plan (in both instances, provided the employee is at least sixty-five (65) years of age).

Cessation of coverage provisions supersede other collective agreement provisions.

(a) The Corporation agrees to pay one hundred percent (100%) of the billed premium towards semi-private hospital coverage effective the date of hire for eligible employees in the active employ of the Corporation.

(b) The Corporation agrees to contribute one hundred percent (100%) of the billed premiums towards Extended Health Coverage effective the first day of the month following completion of three (3) months continuous service for eligible employees in the active employ of the Corporation. An annual deductible of $25.00 (single) and $50.00 (family) deductible will be applied to the drug benefit. In addition to the standard benefits, coverage will include vision care (maximum $250.00 every 24 months).

Effective the first day of the second month following the date of ratification, coverage will include vision care (maximum $300.00 every 24 months).

Effective January 1, 2022, coverage will include vision care (maximum $350.00 every 24 months.

When an eligible plan member is otherwise entitled to receive the vision care reimbursement of ($250.00 every 24 months) the amount can instead be applied towards the cost of laser eye surgery, it being understood that reimbursement can only be claimed once for each surgery and provided the claim is made within twelve (12) months from the date of surgery.

For information purposes, the current plan provides for reimbursement for Hearing Aids up to a maximum of five-hundred dollars ($500) per covered person per forty-eight (48) consecutive months. The Corporation agrees to provide coverage for the cost of the services provided by the following licensed practitioners: massage therapist, physiotherapist, chiropractor, speech therapist and psychologist up to a maximum of two-hundred ($200) per covered person per calendar year. The services of a physiotherapist who has an agreement with the provincial health insurance plan will not be covered.

The Corporation agrees to provide coverage for the cost of services provided by the following licensed practitioners: massage therapist, physiotherapist, and chiropractor up to a maximum of three-hundred ($300) per covered person per calendar year and speech therapist and psychologist up to a maximum of two-hundred ($200) per covered person per calendar year. The services of a physiotherapist who has an agreement with the provincial health insurance plan will not be covered.

Effective the first day of the second month following the date of ratification, speech pathologist, psychologist, psychotherapist, psychiatrist, and social worker coverage will be up to a maximum of three hundred dollars ($300.00) per covered person per calendar

year. The Services of a physiotherapist who has an agreement with the provincial health insurance plan will not be covered.

Reimbursement for dispensing fees in the case of prescription drugs will be capped at $8.00 per prescription, drug coverage will be amended to remove reimbursement for prescribed drugs that are otherwise available for purchase without a prescription (over the counter or off the shelf) and the plan will provide for generic drug substitution unless otherwise indicated by the employee's physician. Note that the dispensing fee cap will be $10.50 per prescription in Beardmore, Red Rock, Nipigon, Geraldton, Longlac and Nakina. The dispensing fee cap will be $9.50 per prescription in Schreiber, Terrace Bay, Marathon, and Manitouwadge.

Existing provisions for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight-hour shifts in any calendar year.

(c) The Corporation agrees to pay one hundred percent (100%) of the billed premium covering the Group Life Insurance and AD&D insurance benefit for all employees eligible to enroll in the plan commencing on the first day of the month following completion of three (3) months continuous service.

(d) The Corporation agrees to contribute one hundred percent (100%) of the billed premiums towards the Dental Plan effective the first day of the month following completion of three (3) months of continuous service for eligible employees in the active employ of the Corporation (based on the prior year ODA fee schedule as it

may be updated from time). Dental recall examination will be eligible once every nine (9) months.

21.02 Change of Carrier: The Corporation may at any time substitute another carrier for any plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same.

21.03 After working five hundred and twenty (520) regular hours, a part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Corporation as part of direct compensation or otherwise, including holiday pay, save and except pension contributions, salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, shift premium, weekend premium, travel allowance, fitness membership and pregnancy and parental supplementary employment benefits) an amount equal to 14% of their regular straight time hourly rate of pay for all straight hours paid.

Lieu pay will only be paid until the sooner of:

a) age sixty-five (65);

b) the date at which the employee is eligible to receive prescription drug coverage from the province of Ontario (provided the employee is at least (65) years of age); or

c) the age at which the employee can retire and receive an OMERS pension plan without penalty or can no longer contribute to the OMERS pension plan (in both instances, provided the employee is at least 65 years of age).

ARTICLE 22 – PENSIONS

22.01 Pension:

(a) It will be a condition of employment that every full-time employee will participate in the Ontario Municipal Employees Retirement System in accordance with its terms.

(b) Qualifying part-time employees may participate in the Pension Plan on the terms and conditions outlined in the Plan.

(c) All present employees enrolled in the Corporation's pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.

(d) The Corporation will contribute for regular full-time employees as follows:

i. To the Ontario Municipal Employees Retirement System on such basis as may be, from time to time, determined by that Plan.

ii. To the Canada Pension Plan an amount required by law.

ARTICLE 23 – VACATIONS

23.01 Effective the date of ratification, vacation time will be allotted between January 1st through to December 31st of each year, and granted in order of seniority, by station. Vacations may not be accumulated from one calendar year to the next. Requests for

vacation in the months of January to June of any given year shall be submitted before October 1 and will be approved by October 31 of the year prior. Requests for vacation for July to December of any given year must be submitted by March 1st and will be approved by March 31st of that year. Vacation requests made a minimum of two weeks prior to the schedule being posted may be approved if there is coverage available at the station.

23.02 Vacation Entitlement is calculated based on years of continuous service as at December 31 of the year in which vacation is to be taken.

(a) EIGHT AND TEN HOUR SHIFTS – 2080 hours equivalent to one year.

VACATION ENTITLEMENT				
Years Worked	Calculation	Hours	Shifts	
			8 hour	10 hour
Up to 1 year	1040 hours x 4%	40	5	4
1 – 2 years	2080 hours x 4%	80	10	8
3 – 6 years	2080 hours x 6%	120	15	12
7 – 11 years	2080 hours x 8%	160	20	16
12 – 15 years	2080 hours x 10%	200	25	20
16 – 20 years	2080 hours x 12%	240	30	24
21 – 24 years	2080 hours x 14%	280	35	28
Over 24 years			35 + additional shifts/ year to a maximum of 6 additional shifts	35 + additional shifts/ year to a maximum of 5 additional shifts

(b) TWELVE HOUR SHIFT – 2184 hours equivalent to one year.

VACATION ENTITLEMENT			
Years Worked	Calculation	Hours	Shifts
Up to 1 year	1092 hours x 4%	48	4
1 – 2 years	2184 hours x 4%	84	7
3 – 6 years	2184 hours x 6%	132	11
7 – 11 years	2184 hours x 8%	168	14
12 – 15 years	2184 hours x 10%	216	18
16 – 20 years	2184 hours x 12%	264	22
21 – 24 years	2184 hours x 14%	300	25
Over 24 years			25 + additional shifts/year to a maximum of 6 additional shifts

(c) Part-time Vacation Pay: A part-time employee who has completed less than 3,450 hours of continuous service shall receive 4% of their gross earnings each pay period.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive 6% of their gross earnings each pay period.

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service shall receive 8% of their gross earnings each pay period.

A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service shall receive 10% of their gross earnings each pay period.

A part-time employee who has completed 43,125 hours or more of continuous service shall receive 12% of gross earnings each pay period.

23.03 Approved Leave of Absence During Vacation: Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness, substantiated by a Doctor's certificate the Service will deem it to be considered sick leave.

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 credits.

23.04 The Corporation agrees to post a master schedule for vacations available during regular office hours.

The Employer will allow as many employees as possible to be off on vacation at any time, depending on the availability of part-time replacements.

Employees who are in receipt of Sick Leave, STD/LTD or WSIB benefits for the full vacation period January 1 to December 31 each year will be deemed to have been paid for their vacation during that time off.

ARTICLE 24 – TRAVEL ALLOWANCE

24.01 (a) If paramedics are required to travel while on duty for more than one hundred kilometers (100 km) and less than four hundred kilometers (400 km) one way, and a meal period occurs during that trip, each paramedic involved shall be paid ten dollars ($10.00) for such meal.

(b) If the trip is over four hundred kilometers (400 km) one way, all reasonable necessary expenses incurred shall be paid by the Corporation upon receipt of a completed travel claim form.

(c) If paramedics are called out during the standby period and as a result are required to work more than four (4) consecutive hours between the hours of 22:00 and 04:00, each paramedic involved shall be paid ten dollars ($10.00) meal allowance

ARTICLE 25 – LEAVES OF ABSENCE

25.01 Bereavement Leave:

If the parent, spouse, child, step-father, step-mother, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an employee dies, the employee shall be allowed three (3) days off with no loss of regular hours of pay, in conjunction with the funeral or equivalent memorial service. Where the funeral or equivalent memorial service of the deceased is more than four hundred and eighty-three (483) kilometers from their home station, the employee shall be allowed one extra shift for return travel and such extra day shall be leave of absence with pay.

(a) If an employee of the Corporation expires and the funeral takes place out of town the Corporation shall endeavour to allow an employee to attend the funeral as a representative of the staff.

25.02 Union Leave:

When at the request of the Union an employee is given leave to attend conventions, seminars or policy meetings of the Union, the Corporation will pay the regular salary to the employee and bill the Union for the time lost by the employee during such leave of absence. Leave of absence will not be granted to more than two employees at one time, nor for more than three periods in each calendar year of a maximum duration of two consecutive weeks.

25.03 Pregnancy Leave: (Full-time)

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

(b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time the employee shall also furnish the Corporation with the certificate of a legally qualified medical practitioner stating the expected birth date.

(c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Corporation at least two (2) weeks in advance thereof.

(d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Corporation's Supplemental Employment Benefit (SEB) 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 employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of the employee's regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Corporation of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular 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 if they were not on pregnancy leave.

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

(e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

(f) Subject to any cessation of coverage provisions, The Corporation will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

(g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

Pregnancy Leave (Part-time)

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

(b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time the employee shall also furnish the Corporation with the certificate of a legally qualified medical practitioner stating the expected birth date.

(c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Corporation at least two (2) weeks in advance thereof.

(d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Corporation's Supplemental Employment Benefit (SEB) 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 employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of the employee's regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Corporation of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular 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 if they were not on pregnancy leave.

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 of severance pay benefits are not reduced or increased by payments received under the plan.

(e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

(f) The Corporation will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

25.04 Parental Leave (Full-time)

(a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

(b) An employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

(c) An employee who is an adoptive parent shall advise the Corporation as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption

agency concerned up to a maximum aggregate of thirty-five weeks. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

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

(e) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Corporation's Supplemental Employment Benefit (SEB) 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 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of the employee's regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Corporation of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular 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 if they were not on parental leave.

Notwithstanding anything to the contrary above, in no event will the top-up exceed the difference between 93% of the employees actual regular weekly earnings that they were receiving on the last day worked prior to the start of the leave and the employee's employment insurance benefit calculated without regard to any election by the employee to receive a lower employment insurance benefit spread over a longer period of time as may be permitted under the Employment Insurance Act (Canada).

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.

(f) Credits for service and seniority shall accumulate for a period of up to thirty-five weeks while an employee is on parental leave.

(g) Subject to any cessation of coverage provisions, The Corporation will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five weeks while the employee is on parental leave.

(h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and the same rate of pay.

Parental Leave (Part-time)

(a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

(b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

(c) An employee who is an adoptive parent shall advise the Corporation as far in advance as possible of having qualified to adopt a child, and shall request a leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

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

(e) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Corporation's Supplemental Employment Benefit (SEB) 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 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Corporation of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular 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 if they were not on parental leave.

Notwithstanding anything to the contrary above, in no event will the top-up exceed the difference between 93% of the employees actual regular weekly earnings that they were receiving on the last day worked prior to the start of the leave and the employee's employment insurance benefit calculated without regard to any election by the employee to receive a lower employment insurance benefit spread over a longer period of time as may be permitted under the Employment Insurance Act (Canada).

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.

(f) Credits for service and seniority shall accumulate for a period of up to thirty-five weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

(g) The Corporation will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of thirty-five weeks while the employee is on parental leave.

(h) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

25.05 Paternity Leave: A male full-time employee shall be granted leave of absence with pay for five (5) days coincident with either the birth or adoption of the child for the needs related to the birth or adoption of their child.

NOTE: in the case where the child's release from Hospital is delayed after birth, at the request of the male employee the five (5) days leave of absence with pay will instead be coincident with the release of the child from Hospital.

25.06 Court Attendance:

(a) If an employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law (as a witness called on behalf of the crown), or is required by subpoena to attend a coroner's inquest resulting from their duties as an employee, the employee shall not lose regular pay because of necessary absence from work due to such attendance.

(b) Each employee who is required by law to appear in court during a non-regular working hour, on a job-related matter, shall receive a minimum of time and one-half their regular pay for each hour in court or four (4) hours pay at time and one-half (1 ½) times the regular rate.

(c) Paragraph (a) and (b) of Article 25.06 are provisional that the employee:

i. informs the Corporation immediately upon their notification that they will be required to attend court;

ii. presents proof of service requiring their attendance;

iii. resumes performance of their regular duties during any reasonable period when they are not required to be in attendance; and

iv. promptly repays the Corporation the amount (other than expenses) paid to them for such service as a juror, or attendance as such witness. A detailed account of such expenses will be submitted to the Corporation within five days of the Court appearance.

25.07 Education Leave:

i. The Corporation shall provide professional workers with the opportunity to participate in management approved seminars, workshops, or short courses for the purpose of upgrading their professional qualifications.

ii. The Corporation agrees to provide in-service courses for employment related mandatory courses, except First Aid and CPR. The Corporation shall pay all employees for all time spent attending such courses in accordance with this agreement. Note: this payment shall not apply in the case of retesting or recertification when an employee has been unsuccessful in their first attempt.

iii. The Corporation shall pay the full costs associated with CPR and First Aid training or provide the CPR and First Aid training.

25.08 Leave of Absence:

An employee may apply for and the Corporation may authorize a leave of absence if reasons satisfactory to the Corporation are provided. All such applications should be submitted in writing by the employee at least two weeks in advance. The Corporation will consider the merits of the individual employee's request and where the leave is not granted will provide a reason why the leave of absence is not given. The Corporation shall reply to any request within five (5) days.

In the event of an emergency or if it is physically impossible to complete the application in writing, verbal approval from the employee's immediate superintendent or the deputy chief will suffice, to be followed by an application in writing to be submitted

as soon as practical thereafter. A leave of absence will not be unreasonably withheld.

ARTICLE 26 – UNIFORM

26.01 (a) All Paramedics shall be required to wear a standard uniform. The standard uniform consists of the following, but is not restricted to:

- an all-weather parka
- shirt (long and short sleeve)
- safety smock
- pants
- black safety boots (winter and summer)
- spring/fall jacket
- toque
- gloves
- baseball hat

Toques, gloves and baseball hats will be issued on an as required basis.

The Corporation shall supply, clean and repair all uniforms which it requires the employees to wear. Each employee shall return the uniform in good condition (reasonable wear and tear accepted), before being issued a new uniform, and before final settlement on the termination of employment.

Employees are permitted to wear a baseball hat as approved by the Corporation.

(b) Employees will be credited each calendar year with one hundred (100) points which they may use to select from the following:

item	points
1 pair of pant pants	20
1 shirt	15

Note: there will be no carryover of points from year to year.

Casual part-time employees will be credited with the one hundred (100) points every 2 calendar years.

(c) Every two years the Corporation will reimburse employees up to two-hundred and twenty-five dollars ($225.00) every two (2) years upon presentation of original proof of purchase of work boots that meet Corporation specifications. As per Corporate policy.

Casual part-time employees will be reimbursed up to two-hundred and twenty-five dollars ($225.00) every three (3) years upon presentation of original proof of purchase of work boots that meet Corporation specifications. As per Corporate policy.

(d) The complete uniform list shall be issued upon the date of hire. Those items which are issued on a yearly and every two year basis will be issued within the first quarter of each year. Employees must submit their uniform order by January 31st of each year to the superintendent to receive uniforms in the first quarter of the year.

The complete uniform list shall be issued upon the date of hire. Temporary summer pool employees will not be issued a toque, gloves or parka unless there contract is extended beyond September 15th. Those items which are issued on a yearly and every two year basis will be issued within the first quarter of each year. Employees must submit their uniform order by December 1st of each year to the superintendent to receive uniforms in the first quarter of the following year.

(e) The Employer shall provide pregnant employees with uniforms that accommodate their condition at no cost to the employee.

26.02 The Corporation agrees to meet directly with the representative of the Union, or through the Health and Safety Committee to discuss the need for additional protective clothing or equipment.

ARTICLE 27 – GENERAL CLAUSE – Fitness Memberships

27.01 Upon presentation of a receipt by an employee who has completed the probationary period, the Corporation agrees to pay up to $125.00 per calendar year towards the cost of a membership for the employee in a physical fitness organization. "Physical fitness organization" means a cross-country ski club and private or public fitness clubs as approved by the Deputy Chief – EMS.

ARTICLE 28 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

28.01 The parties agree that employees have the right to safe working conditions. The Corporation shall prevent and/or correct any situation which may compromise an employee's health and safety. Failure to prevent and/or correct any situation shall be a matter for referral to the grievance procedure pursuant to the collective agreement.

28.02 All time spent by union representatives on Health & Safety matters will be considered as time worked and payment will be made, by the employer, at the applicable rate of pay.

A member of the committee is entitled to:

a) One (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting; and

b) Such time as is necessary to attend meetings of the committee and carry out inspections and investigations.

28.03 (a) Management will recognize a joint health and safety committee consisting of equal representation from the Corporation and the Union. The committee must be set up so that both parties are independent and able to freely express their views. At no time will the employer representatives outnumber the employee representatives. There must be at least two (2) representatives selected or appointed by the union from amongst the bargaining unit employees, per Region.

(b) The meeting will be co-chaired. A senior member of management with decision-making authority will be a permanent member of the committee. Management will guarantee policy statements, funding, access to health and safety information and on-the-job health and safety training. The joint Health and Safety Committee shall identify potential dangers and hazards, and institute means of improving health and safety programs. Recommendations will be submitted to the Deputy Chief. The Corporation agrees to co-operate in providing necessary information to enable the committee to fulfill its functions.

(c) Minutes of all meetings will be kept and copies distributed to all union/management bulletin boards once approved by the committee. Both co-chairpersons will sign the minutes unless there is a dispute over the contents of the minutes, in which case the

dissenting co-chairperson will indicate in writing the source of the disagreement.

(d) The duties of the committee shall include but not be limited to the following:

i. hold meetings once every two (2) months or as required by either co-chairperson;

ii. recommend settlement of the employee's complaint;

iii. maintain records of the complaints presented;

iv. examine the reports concerning the conditions within the workplace and the reports on the safety officers' directives;

v. co-operate with professional health services;

vi. establish and support educational programs dealing with health and safety;

(e) Any representative appointed or selected in accordance with paragraph (a), shall serve for a term of one calendar year from the date of appointment, which may be renewed for a further period of one year. Time off for such representatives to attend meetings will be mutually agreed. Employees shall be paid at the applicable rate of pay for all time spent at meetings.

28.04 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

28.05 The Corporation shall provide counseling for employees with post trauma stress syndrome.

ARTICLE 29 – LABOUR – MANAGEMENT RELATIONS COMMITTEE

29.01 The Corporation and the Union agree that a Labour-Management Relations Committee be established for the purpose of interchange of ideas and information on matters of mutual interest and concern, but it is understood and agreed that the committee will not discuss grievances.

29.02 The Labour-Management Relations Committee shall be composed of two representatives from the Bargaining Unit, one of whom shall be the Steward, and two representatives of the Corporation.

29.03 The Committee shall meet at the request of either party and time, date, location and method (including teleconference) to be jointly agreed to by both parties. Employees shall not lose pay for attendance at meetings during regular working hours.

ARTICLE 30 – WORKERS' COMPENSATION INJURIES

30.01 When an employee is absent due to illness or injury, which is compensable by the Workplace Safety and Insurance Board, such employee shall continue to accumulate seniority for the duration of is absence until such employee terminates their employment with the Corporation.

ARTICLE 31 – EXPERIENCE PAY

31.01 An employee hired by the Corporation with recent and related full-time service in another Ambulance Service, or comparable part-time service with the same Corporation, may claim in writing consideration

for such experience at the time of hiring. Any such claim shall be accompanied by verification of previously related experience. The Corporation shall then evaluate such experience during the probationary period. Where in the Corporation's opinion such experience is relevant; the employee shall be slotted in the wage progression, and credit the employee with not less than one year's service for every two years of related experience in such classification. It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement.

ARTICLE 32 – WORK OF THE BARGAINING UNIT

32.01 Work of the Bargaining Unit: Employees and volunteers not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purpose of instruction, experimentation, or in emergencies when regular employees are not readily available.

NOTE: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

ARTICLE 33 – GENERAL

33.01 Minute of Silence for All Workers Who have Died in the Line of Duty

During negotiations, the Union requested that a minute of silence be observed annually in memory of all workers who have died in the line of duty.

Each year on April 28, at 11:00 a.m., one (1) minute of silence will be observed without loss of production. The Union Chairperson will meet with the Deputy Chief, EMS to recommend methods of accomplishing this memorial in an appropriate manner.

33.02 Minute of Silence for Women Who Have Died Due to Acts of Violence

During these negotiations the Union requested a minute of silence be observed in memory of women who died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 a.m. or when Deputy Chief, EMS determines the observance will have the least impact on operations.

33.03 Violence against Women

During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the fact in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

Women's Advocate

The parties agree that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or at work. They may also need to find out about specialized

resources in the community such as Counselors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize a female employee from the bargaining unit who will serve as a Woman's Advocate.

The Union will be responsible to train and educate the Women's Advocate, and the parties agree that the Woman's Advocate will act strictly as a referral agent and not a counselor.

In addition, the Woman's Advocate will familiarize herself with the Employer's Employee and Family Assistance program and in each instance will provide the female employee with an Employee & Family Assistance Program pamphlet or information with respect to the EFAP program.

The Women's Advocate will be allowed reasonable time off work for the purpose of making a referral to a female employee who has requested immediate assistance. To conduct such business, the Women's Advocate shall obtain permission from her Supervisor (or designate) before leaving her job or work area, and shall notify her Supervisor (or designate) upon her return. Such permission will not be unreasonably withheld.

The local Union executive will develop appropriate communications to inform female employees about the referral role of the Women's Advocate. The Advocate will be allowed to attend an annual training program as per the terms of Article 25.02.

Liability

The parties agree that the Union is solely responsible and liable for the actions of the Women's Advocate and in addition, agree that interaction between the Women's Advocate and the female employee is not a collective agreement matter.

33.04 The Corporation also agrees to provide a union bulletin board at all locations.

33.05 The Corporation agrees to make all reasonable effort to make available at the workplace all employment related legislation.

ARTICLE 34 – DURATION AND RENEWAL

34.01 Except as otherwise provided herein, this agreement shall continue in full force and effect from the 1st day of November, 2020 until the 31st day of October, 2024.

34.02 If either party desires to terminate this Agreement as of midnight on the 31st day of October, 2024, it shall, not less than thirty days and not more than ninety days prior to such date, give written notice to the other of such notice of termination.

34.03 If neither party shall so give notice to terminate this Agreement, it shall continue in effect from year to year, after the 31th day of October, 2024, subject to termination by either party on written notice to the other, giving not less than thirty days and not more than ninety days prior to the 31st day of October of any subsequent year.

34.04 All negotiations for renewal of amendments to this Agreement shall be subject to the terms of the Ontario Labour Relations Act, 1995, and amendments thereto.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 28TH day of JUNE, 2021.

FOR THE CORPORATION:

MAYOR BILL MAURO

CITY CLERK

DEPUTY

FOR THE UNION:

SCHEDULE "A"

UNIFOR SNEMS (District) Wages 2020 - 2023				
Classification	**Date**	**Start**	**1 Year**	**2 Years**
Advanced EMCA/Advanced Care Paramedic- FT/ PT	**01-Nov-20**	$ 41.65	$ 42.91	$ 44.20
	01-Nov-21	$ 42.48	$ 43.76	$ 45.08
	01-Nov-22	$ 43.33	$ 44.64	$ 45.98
	01-Nov-23	$ 44.19	$ 45.53	$ 46.90
Advanced EMCA/Primary Care Paramedic- FT/ PT	**01-Nov-20**	$ 38.01	$ 39.21	$ 40.32
	01-Nov-21	$ 38.77	$ 39.99	$ 41.13
	01-Nov-22	$ 39.54	$ 40.79	$ 41.95
	01-Nov-23	$ 40.33	$ 41.61	$ 42.79
Paramedic/Graduate	**01-Nov-20**	$ 36.40	$ 37.57	$ 38.73
	01-Nov-21	$ 37.13	$ 38.32	$ 39.51
	01-Nov-22	$ 37.87	$ 39.08	$ 40.30
	01-Nov-23	$ 38.63	$ 39.87	$ 41.11
Paramedic	**01-Nov-20**	$ 34.96	$ 35.68	$ 36.53
	01-Nov-21	$ 35.66	$ 36.39	$ 37.26
	01-Nov-22	$ 36.38	$ 37.12	$ 38.01
	01-Nov-23	$ 37.10	$ 37.86	$ 38.77

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF THUNDER BAY, SUPERIOR NORTH EMERGENCY MEDICAL SERVICES

And

UNIFOR, LOCAL 229 (SNEMS – DISTRICT)

RE: Excess Weekly Hours of Work

In order to address the requirements of the Employment Standards Act, ensure the continued provision of emergency medical services and assist in addressing staffing and recruitment issues, the parties agree that:

- Hours of work for all paramedics in UNIFOR Local 229 Superior North Emergency Medical Services – District will not exceed seventy-two (72) hours per work week;
- A work week is defined as Sunday to Saturday.
- 'Hours of Work' will include but are not limited to hours worked during the work week as a result of the following – regularly scheduled shifts, extra straight or overtime shifts, exchanged shifts, call-back and training etc.
- If the offering of an extra straight or overtime shift will result in a paramedic exceeding the seventy-two (72) hours per week maximum, that paramedic will be bypassed in the offering of such a shift and the Union agrees that this shall not be considered a violation of the Collective Agreement.
- This agreement shall be in force for the life of the Collective Agreement.

Signed at Thunder Bay, this 21ST **day of** DECEMBER **2021.**

FOR THE CORPORATION:

MAYOR BILL MAURO

DEPUTY **CITY CLERK**

FOR THE UNION:

Letter of Understanding

Between

The Corporation of the City of Thunder Bay

And

UNIFOR Local 229 SNEMS (District)

RE: Sick claims adjudication and complaints arising from claim denials

The parties agree to the following process for claims adjudication and the handling of complaints arising from the denial of a sick claim:

1. The Union confirms its ongoing agreement to utilize a third party adjudicator for claims adjudication (approvals and appeal) in accordance with the standard terms of the plan document between the City and the adjudicator.

2. The Union and the Corporation agree to the following process for handling complaints arising from the denial of a claim for short term sick benefits under Article 20.

    - Appeals of denied STD claims will be in accordance with the procedure established by the adjudicator;
    - Once the third party adjudicator's appeal process is exhausted, and if a claim remains in dispute, an employee may file a grievance to the Director of Human Resources & Corporate Safety as Step 2 of the grievance procedure.
    - At Step 2, the Union and the Employee will provide authorization to permit the Director of Human Resources & Corporate Safety Resources and the Employee Health Nurse to view all related medical documentation that was provided to the adjudicator and/or the City in relation to the claim;
    - The Director of Human Resources & Corporate Safety will respond to the grievance and if that is not satisfactory the matter will proceed to Step 3 (City Manager) and failing resolution at that Step, to arbitration.

3. The Union and the Corporation agree to the following process for handling complaints arising from the denial of LTD claims:

- Appeals of denied LTD claims will be in accordance with the procedure established by the adjudicator and in the event that the final decision is not acceptable; the matter may proceed directly to arbitration.

- Upon referral to arbitration, the Union and the Employee will provide authorization to permit the Director of Human Resources & Corporate Safety, the Employee Health Nurse and the Corporation's legal representatives to view all related medical documentation that was provided to the adjudicator and/or the City in relation to the claim.

(As clarification the above applies only to current employees who have the right to grieve and not to employees who have been terminated.)

4. The above processes are without prejudice to any collective agreement amendments that either party may propose in the future.

Signed at Thunder Bay, this 21ST **day of** DECEMBER, **2021**.

FOR THE CORPORATION:

MAYOR BILL MAURO

DEPUTY **CITY CLERK**

FOR THE UNION:

Letter of Understanding

Between

The Corporation of the City of Thunder Bay

And

UNIFOR Local 229 SNEMS (District)

RE: Vacation Time Off Without Pay – Regular Part-time Employees, Casual Part-time Employees in Posted Temporary Full-time Positions

The parties agree that Regular Part-time and/or Casual Part-time employees who accept and work continuously in a Temporary Full-time position will be entitled to twelve (12) hours of vacation time off without pay for each three (3) consecutive month period the employee works in the Temporary Full-time position.

Request for unpaid vacation time off may be submitted in accordance with Article 23.01 of the Collective Agreement after full-time employees have submitted their vacation requests. Should the temporary full-time work assignment come to an end, any vacation selections beyond the date the temporary full-time assignment ended will no longer be approved. All other requests for unpaid vacation time off must be made a minimum of two (2) weeks prior to the schedule being posted and may be approved if there is coverage available at that station. All vacation time off must be approved by the Superintendent.

Signed at Thunder Bay, this 21ST **day of** DECEMBER, **2021.**

FOR THE CORPORATION:

MAYOR BILL MAURO

DEPUTY **CITY CLERK**

FOR THE UNION:

Letter of Understanding

Between
The Corporation of the City of Thunder Bay

And

UNIFOR Local 229 SNEMS (District)

RE: Primary Care Paramedic Deactivation and/or Decertification

The parties agree to the following procedure with regards to deactivation and decertification.

1. All paramedics must be certified as a Primary Care Paramedic (PCP) (as defined by Regulation 257) by Base Hospital immediately upon hiring.

2. A Primary Care Paramedic who is deactivated and/or decertified by Base Hospital will be placed on an unpaid leave and will be permitted one (1) month from date of deactivation and/or decertification to become reactivated and/or recertified by Base Hospital.

3. If Base Hospital is unable to provide the reactivation/recertification training within that one (1) month time frame, the time frame will be extended to the extent necessary to allow the training by base hospital to occur. If reactivation and/or recertification is not obtained within this time period, or if the employee is decertified and/or deactivated by Base Hospital, the employee will remain on an unpaid leave of absence for a maximum of six (6) months during which time the employee must obtain reactivation and/or recertification in the delegated act(s) they have been deactivated and/or decertified to perform.

If the employee is successful in obtaining reactivation and/or recertification during the six (6) month period, they will return to active duty as a Primary Care Paramedic.

If the employee has not obtained the required reactivation and/or recertification they will be terminated.

Nothing in this Letter of Understanding will prevent the Employer from issuing discipline, up to and including suspension and termination, to a deactivated and/or decertified Primary Care Paramedic.

NOTE: the time periods to obtain certification in above and reactivation and recertification in #2 above may be extended by the length of any of the following approved leaves of absence: WSIB, sick leave, pregnancy leave and parental leave. Extension of the time periods to obtain certification in #1 above and reactivation and recertification in #3 above will be considered on a case by case basis by the Employer where the employee is performing modified work duties.

Signed at Thunder Bay, this 21ST **day of** DECEMBER **2021.**

FOR THE CORPORATION:

MAYOR BILL MAURO

DEPUTY CITY CLERK

FOR THE UNION:

Letter of Understanding

Between
The Corporation of the City of Thunder Bay

And

UNIFOR Local 229 SNEMS (District)

RE: SUPERINTENDENTS (TEMPORARY ACTING)

The Corporation may at its own discretion use Article 14.07 (b) to select and assign permanent full-time paramedics for temporary acting Superintendent positions, for periods ranging from one full shift up to 6 months or in the case of replacement due to authorized leave of absence, or sick leave (STD/LTD, WSIB) until such time as they return to work, provided the paramedic is in agreement.

The assigned duties for these temporary acting Superintendents will not include the hiring, termination, investigation or discipline of employees, and temporary acting Superintendents will not have access to confidential medical information.

Employees assigned in this manner will continue to accrue seniority and will be compensated at 106% of their regular hourly rate for each hour worked performing these duties.

The Union agrees that the work performed under these assignments is not work of the bargaining unit under Article 32.01.

Signed at Thunder Bay, this 21ST **day of** DECEMBER**, 2021.**

FOR THE CORPORATION:

MAYOR BILL MAURO

DEPUTY **CITY CLERK**

FOR THE UNION:

Letter of Understanding

Between
The Corporation of the City of Thunder Bay

And

UNIFOR Local 229 SNEMS (District)

RE: PEER SUPPORT/HEALTH & WELLNESS PROGRAM – TEMPORARY FULL-TIME POSITION

The Corporation will, for the purpose of moving forward with the Superior North Emergency Service Peer Support/Health and Wellness Program, 'without prejudice and/or precedent' create a Peer Support/Health and Wellness Program Coordinator temporary full-time position in the Unifor Superior North Emergency Medical Service (District) bargaining unit. The position will be located in Thunder Bay, ON.

The parties agree that the inclusion of this position in the bargaining unit is 'without prejudice or precedent' to the application of Article 2.01 definition of 'Employee' and Article 3 Recognition-scope of the bargaining unit. The Union agrees that the work performed by this position is not work of the bargaining unit under Article 32 Work of the Bargaining Unit and the Corporation is not obligated to retain this position within the bargaining unit should it continue to exist after the temporary position.

This temporary full-time position will be posted within the bargaining unit and filled by a paramedic. Hiring will be at management's discretion and seniority provisions will not apply in any circumstance during this selection process. The position will be posted on the bulletin board for a minimum of seven days (excluding Saturdays, Sundays, and holidays). Employees are required to submit an application during this period.

The successful candidate will remain in the bargaining unit and retain their employment status (FT/PT), seniority, vacation or vacation pay, wage rate, and benefits (if applicable) for the duration of the temporary contract and other terms of work will be as per the collective agreement except as otherwise provided herein. Upon completion of the temporary position, the paramedic will be returned to their home position.

Hours of work for this position are at management's discretion. The majority of the shifts shall be Monday to Friday, (8) hours per day, plus a (30) minute unpaid meal break. There will be times when the hours of work shall be up to (12) hours

per day and up to (84) hours in a bi-weekly pay period. This position has flexible hours, but the incumbent will generally work (5) days per week/business hours' rotation. Notwithstanding the above, in recognition of the fact that the incumbent is required at times to perform additional duties outside of the standard hours of work listed above, the incumbent will be compensated based on eighty-four (84) hours in a bi-weekly pay period.

The paramedic working in the Peer Support/Health and Wellness Coordinator position will not be eligible to exchange shifts except when the incumbent is assigned to work as a paramedic.

Overtime will be at all hours worked in excess of 84 hours per pay period.

The incumbent will retain paramedic status, and will complete 1 shift every 90 days on an ambulance. No regular full-time paramedic will be displaced from a regular shift for this purpose. These shifts will be assigned by management and will be exempt from the scheduling and offering of extra shifts process in the collective agreement.

The paramedic will serve a probation period of 1092 hours in the position and if unsuccessful in passing probation will be returned to their home position.

All requests for time off must be approved by the Deputy Chief – Professional Standards or designate.

The duration of the up to 3 years temporary assignment is at management's discretion and the assignment can be canceled provided that two weeks' notice is given to the Union and the impacted employee. Every three (3) years or earlier the paramedic will return to their position and the Corporation has the option of reposting in accordance with the Letter of Understanding. The Paramedic will not be eligible to apply for a subsequent posting.

Signed at Thunder Bay, this 21ST **day of** DECEMBER **2021.**

FOR THE CORPORATION:

MAYOR BILL MAURO

FOR THE UNION:

DEPUTY CITY CLERK

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY
(Corporation)

AND

UNIFOR LOCAL 229 SNEMS DISTRICT
(Union)

RE: Benefits for Employees after Age 65

The parties agree that effective the date of signing this agreement and until the renewal of the next collective agreement:

1. Full-time employees who continue to work past age 65 will be provided with the following benefits:

    a) Health & Medical Care benefits as outlined in Articles 21.01 a) semi-private coverage, b) extended health care coverage that includes vision and d) dental.

    b) Short Term Disability (STD) benefits only under Article 20.02 for up to 15 weeks (seventy-five (75) working days) based on a normal five (5) day work week. (excluded Long Term Disability benefits)

2. The benefits listed in paragraph 1 above will be the sole benefits provided by the City to these full-time employees and shall be provided on the same terms and conditions as those applicable to other full-time employees in the Unifor Local 229 SNEMS District bargaining unit.

3. Regular part-time and casual part-time employees who continue to work past age 65 will be provided with the in lieu of pay for fringe benefits as outlined in Article 21.03 and on the same terms and conditions as those applicable to other part-time and casual employees in the Unifor Local 229 SNEMS District bargaining unit.

SIGNED THIS 21ST **day of** ~~April~~ DEC, **2021, AT THUNDER BAY, ONTARIO.**

FOR THE CORPORATION:

MAYOR BILL MAURO

DEPUTY CITY CLERK

FOR THE UNION: