

Collective Agreement

between

**Ontario Public Service Employees Union/Syndicat des
employés de la fonction publique de l'Ontario
on behalf of its Local 381**

and

The Corporation of the County of Northumberland

DURATION: April 1, 2024 – March 31, 2027



Sector 1
3-381-5024-20270331-1

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	1
ARTICLE 2- DEFINITIONS	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - CHECKOFF OF UNION DUES	3
ARTICLE 5 – NO DISCRIMINATION	3
ARTICLE 6 - NO STRIKES/NO LOCKOUTS	4
ARTICLE 7 – LABOUR MANAGEMENT CO-OPERATION COMMITTEE	4
ARTICLE 8 - UNION COMMITTEE	5
ARTICLE 9 – HEALTH AND SAFETY	6
ARTICLE 10 – GRIEVANCE PROCEDURE	7
Complaint Stage/Step 1	7
Step 2	7
Step 3	8
ARTICLE 11- ARBITRATION	9
ARTICLE 12 – EXPEDITED ARBITRATION PROCEDURE (VOLUNTARY)	10
ARTICLE 13 – MEDIATION/ARBITRATION PROCESS (VOLUNTARY)	11
ARTICLE 14 – SENIORITY	11
ARTICLE 15 - JOB POSTINGS, CLASSIFICATION/RECLASSIFICATION	14
(c) Job Postings	15
ARTICLE 16 - JOB SECURITY	16
16.02 Access to Part-Time Hours	17
16.06 Recall Rights	18
16.08 Sale or Transfer of Business	19
16.09 No Contracting Out	19
16.10 Voluntary Exit Option	19
16.11 Pay in Lieu	20
16.12 De-activation	20
ARTICLE 17 – SEVERANCE	21
ARTICLE 18 - ACP TRAINING	22
ARTICLE 19 - HOURS OF WORK	23
(f) Part-time Commitment	25
19.07 Standby Pay	26
19.08 Shift Premiums	27
ARTICLE 20- OVERTIME	29
(d) Vacation Replacement	30
20.03 Call Back Pay	30
20.04 Quarantine	30
ARTICLE 21 – MEAL ALLOWANCE	30
ARTICLE 22 - UNIFORM ALLOWANCE	32

ARTICLE 23 - PAYMENT OF WAGES	32
23.03 Progression on the Wage Grid.....	32
23.04 Credit for Experience.....	33
ARTICLE 24 - DESIGNATED HOLIDAYS	34
ARTICLE 25 - VACATION WITH PAY	35
ARTICLE 26 - SICK LEAVE PROVISION	37
26.07 Workplace Safety and Insurance.....	38
ARTICLE 27 - LEAVE OF ABSENCE	39
27.01 Bereavement Leave.....	39
27.02 Jury Duty	39
27.03 Witness Leave	39
27.04 Education Leave	40
27.05 Union Leave – Executive Board Members.....	40
27.06 Union Position Leave – F.T.	41
27.07 Union Event Scheduling.....	41
ARTICLE 28 - PREGNANCY AND PARENTAL LEAVE AND TOP-UP	41
ARTICLE 29 - HEALTH PLAN BENEFITS	42
29.02 Dental Plan.....	43
29.03 Vision Care	43
29.04 Long Term Disability	43
29.05 Life Insurance.....	43
29.06 Personal Liability Insurance	43
29.07 Part-Time Pay in Lieu of Benefits	43
29.08 Retirement Benefits.....	44
ARTICLE 30 – PENSIONS.....	44
ARTICLE 31 - COPIES OF THE AGREEMENT.....	44
ARTICLE 32 - WORK PERFORMANCE INQUIRY/NOTICE OF INVESTIGATION	45
ARTICLE 33 – DURATION	46
SCHEDULE "A" - WAGE RATES: FULL-TIME/ PART-TIME	47
LETTER OF UNDERSTANDING #1 - Work Schedules	48
LETTER OF UNDERSTANDING #2 - Extended Hours of Work.....	49
LETTER OF UNDERSTANDING #3 - Job Sharing.....	50
LETTER OF UNDERSTANDING #4 - PT Call-in Procedure	53
LETTER OF UNDERSTANDING #5 - Paramedic Team Lead (PTL)	55
LETTER OF UNDERSTANDING #6 – Community Paramedic (CP) Program	56
LETTER OF UNDERSTANDING #7 - Article 18 ACP Training	58
LETTER OF UNDERSTANDING #8 – Float Positions	61

ARTICLE 1 – RECOGNITION

(Applicable to Full time and Part time Employees)

- 1.01 The Employer recognizes the Ontario Public Service Employees Union as the sole and exclusive bargaining agent for all paramedics employed by the Corporation of the County of Northumberland in the County of Northumberland in its PARAMEDIC(S) department, save and except superintendent and persons above the rank of superintendent, secretary and the Health and Safety Disaster Planning Coordinator.

The County hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

Clarity Note

For the purpose of the Collective Agreement, paramedic includes:

- (a) EMCA pending employees as referred to in Reg. 257/00 of the Ambulance Act;
 - (b) Employees currently enrolled in EMCA review course;
 - (c) Employees who can demonstrate College equivalency.
- 1.02 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.
- 1.03 The Employer agrees to continue to recognize the Union and the Collective Agreement upon any expansion of the service within the UTM or upon successful RFP in any other UTM.

ARTICLE 2- DEFINITIONS

(Applicable to Full time and Part time Employees)

- 2.01 Part-time employees are those who are scheduled for twenty four (24) hours or less per week for seven (7) or more weeks having regard to:
- (a) the seven (7) weeks preceding the date in question

- (b) the six (6) weeks following the date in question
- 2.02 Part-time employees or students shall not be employed if such will directly result in the lay-off of a full-time employee.
- 2.03 Unless otherwise noted, students employed for summer relief are covered by the part time provisions of the Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

(Applicable to Full time and Part time Employees)

- 3.01 The Union recognizes and acknowledges that the management of the stations and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
 - (a) maintain order and efficiency

hire, promote, classify, transfer, suspend and rehire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided:
 - (b) determine the nature and kind of business conducted by the Company, the kinds and locations of stations equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the work schedules, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement;
 - (c) the right to formulate policies, Rules and Regulations as set out in the Employer's Policy and Procedures Manual.
- 3.02 In the exercise of the functions provided for in Article 3 or otherwise retained, the Employer shall not act in any way inconsistent with the provisions of this Agreement.

ARTICLE 4 - CHECKOFF OF UNION DUES

(Applicable to Full time and Part time Employees)

- 4.01 The Employer shall deduct from the regular pay of each employee in the bargaining unit, starting with the pay period nearest to the employee's date of hire, an amount equivalent to such union dues as may be designated by the Union from time to time. The Employer agrees to remit this amount to the First Vice-President/Treasurer of the Union, 100 Lesmill Road, North York, Ontario, not later than the 15th day of each month following deduction, accompanied by a list of names, and with the first dues deduction, the S.I.N. numbers of the employees from whose pay the dues have been deducted.

The Employer agrees that, should negotiations result in retroactive payment of salary increases, the Employer will deduct the amount of dues required by the Article at the time the payment is made.

- 4.02 The Employer agrees to include on the T4 slips of each employee affected by this Article the annual total of dues deducted.
- 4.03 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised will continue to be deducted until changed by further written notice to the Employer.
- 4.04 The Union will indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.

ARTICLE 5 – NO DISCRIMINATION

(Applicable to Full time and Part time Employees)

- 5.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

ARTICLE 6 - NO STRIKES/NO LOCKOUTS

(Applicable to Full time and Part time Employees)

- 6.01 The Employer agrees that there will not be any lockout of its employees and the Union agrees that there will not be any strike while this Collective Agreement is in operation. Additionally, the parties agree that, while this Collective Agreement is in operation, there will be no cessation of work, refusal to work or to continue to work by employees, in combination or in concert, or in accordance with a common understanding, or a slowdown or other concerted activity on the part of the employees to restrict or limit the operations of the Employer.

ARTICLE 7 – LABOUR MANAGEMENT CO-OPERATION COMMITTEE

(Applicable to Full time and Part time Employees)

- 7.01 A Labour Management Co-operation Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interest of maximum service to the public. Union representatives will be paid for four (4) hours pay at the regular hourly rate if they attend committee meetings when off duty.
- 7.02 The committee shall normally meet every three (3) months, and more or less frequently at the request of either party, provided the party requesting the meeting notifies the other party, in writing, of the proposed agenda It Paramedic(s) at least one (1) week in advance of the meeting date. The meetings of this committee shall take place at a mutually agreed upon time and place, during normal working hours. The chairperson of the committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement, and thereafter shall alternate between a Union member and an Employer member.

The purpose of the Labour Management Co-operation Committee is to provide a forum for ongoing communication and the joint consideration of concerns of the Union, employees and Employer. The committee shall not have the power to alter, amend or modify the specific terms of this Agreement.

ARTICLE 8 - UNION COMMITTEE

(Applicable to Full time and Part time Employees)

- 8.01 A Union Bargaining Committee shall be elected/appointed and shall consist of not more than three (3) members who are employees of the Employer. The Union shall have the right to have assistance of representatives of O.P.S.E.U. when dealing or negotiating with the Employer. Employees on the Union Bargaining Committee shall be paid at their regular rate of pay for all hours while in negotiations with the Employer. The Employer will arrange the shift schedule so as to allow the Union Bargaining Committee to attend negotiations.
- 8.02 The Employer acknowledges the right of the Union to appoint, or elect unit and/or shop stewards. The steward shall have completed their probationary period. The name of the Steward shall be given to the Employer in writing and the Employer shall not be required to recognize any such Steward until so notified.
- 8.03 The right of the steward to leave work without loss of pay to attend to grievances and arbitrations is granted on the following conditions:
- a) the time shall be devoted to prompt handling of necessary union/management relations;
 - b) the steward concerned shall obtain the permission of their supervisor before leaving their work and shall report to their supervisor upon their return;
 - c) the Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- 8.04 It is agreed that the Union and the employees will not hold meetings at any time on the premises of the Employer without the permission of the Management.
- 8.05 When an employee has been dismissed without notice, they shall have the right to interview their steward for a reasonable period of time before leaving the Employer's premises provided that a steward is readily accessible at the time of dismissal.
- 8.06 During the orientation period of a new employee the union shall be permitted 15 minutes, which is mutually agreed upon with the Employer, to provide information and answer any questions in regards to the bargaining unit and the role the Union plays in representing its membership. Such time will be arranged when both parties are working.

ARTICLE 9 – HEALTH AND SAFETY

(Applicable to Full time and Part time Employees)

- 9.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health as well as prevent job related accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer will establish a Health and Safety Committee comprised of two (2) representatives from management and two (2) representatives elected/appointed from the Union.
- (c) Such Committee shall identify the potential dangers and hazards, institute means of improving health and safety programs and recommend to the Employer actions to be taken to improve conditions related to health and safety.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain Minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of two (2) calendar years from the date of appointment which may be renewed for further periods of two (2) years. The time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all Health and Safety rules and practices.
- (h) The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- (i) The obligation contained herein does not apply to the provision of safety shoes or boots or the provision of clothing. The provision of these it Paramedic(s) shall be in accordance with specific language in the Collective Agreement related thereto.

ARTICLE 10 – GRIEVANCE PROCEDURE

(Applicable to Full time and Part time Employees)

- 10.01 In order to provide an orderly and speedy grievance procedure for the setting of grievances, the Employer acknowledges the right of the Union to appoint or elect members whose duties shall be to assist an employee in preparing and in presenting their grievance in accordance with the grievance procedure. Employees shall have the right to have representatives of the Union when dealing with the Employer on matters under this Agreement provided this does not affect the operation of the Service. Any of the time limits mentioned in the grievance procedure may be extended by mutual agreement in writing.
- 10.02 A grievance under this Agreement shall be defined as a difference or dispute concerning the interpretation, application, administration or alleged violation of this Agreement.
- 10.03 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Complaint Stage/Step 1

The employee shall first seek to settle the complaint with the employee's superintendent within seven (7) days of the circumstances giving rise thereto becoming known or when the circumstances ought reasonably to have been known.

The superintendent, or designate, shall meet with the employee within seven (7) calendar days of being apprised of the complaint. Following such meeting, the superintendent, or designate, shall give the employee a written reply within seven (7) calendar days of the meeting.

Step 2

Failing satisfactory settlement within seven (7) calendar days after the reply at Step 1, the employee concerned or the member's representative will submit a grievance to the Director of Emergency Medical Services, or designate, with statement of the particulars of the grievance and the redress sought. The Director shall hold a meeting with the employee and the employee's representative within fourteen (14) calendar days of the receipt of the grievance and shall give the grievor their decision in writing within seven (7) calendar days of the meeting.

Grievance forms and any reply to the grievance may be exchanged between the parties by regular or internal mail as appropriate.

The parties agree that it is not always possible to arrange a Step 2 within the time frames noted above.

The parties do meet on a regular basis and will continue to do so specifically to address grievances at Step 2 of the process. Therefore, the specific time frame of fourteen (14) days is waived as long as the regular meetings continued.

All other timeframes to remain the same.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration. Replies to grievances shall be in writing at Step 2.

- 10.04 A claim by an employee who has completed the probationary period that they have been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director at Step 2 of the grievance procedure within seven (7) calendar days after the employee ceases working for the Employer. Failing settlement at Step 2, the employee may proceed to Step 3, arbitration, as outlined above. Such special grievances may be settled by:
- (a) confirming the management's action in dismissing the employee; or
 - (b) reinstating the employee with full compensation for time lost; or
 - (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.
- 10.05 Any grievance instituted by the Employer may be referred in writing to the Unit Steward of the Local within ten (10) full working days of becoming aware of the occurrence or the circumstances giving rise to the grievance and the Unit Steward or designate and OPSEU staff member shall meet within ten (10) working days thereafter with the Employer to consider the grievance.
- 10.06 A Union policy grievance, which is defined as an alleged violation of this Agreement concerning the Union as such or concerning all or a substantial number of Employees in the bargaining unit, may be lodged by the Union in writing with the Chief of Northumberland Paramedics at Step 2 of the grievance procedure at any time within ten (10) full working days after becoming aware of the circumstances giving rise to such grievance occurred or originated.

- 10.07 All meetings held pursuant to the grievance procedure shall be at a time and place agreed to by the Union and the Employer. Employees whose attendance is necessary at such meetings and who attend during their scheduled hours of work shall be paid.

ARTICLE 11- ARBITRATION

(Applicable to Full time and Part time Employees)

- 11.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing and submitted within fifteen (15) calendar days of receipt of the decision at Step 2 and shall contain the name of the parties nominee to the Board of Arbitration. Within ten (10) calendar days of the receipt of such request, the other party shall nominate its member to the other party. The two (2) nominees shall then meet to select an impartial chairman.
- 11.02 Where a grievance is to be referred to arbitration it shall be referred to the Crown Employees' Grievance Settlement Board for resolution. The Board will have exclusive jurisdiction to arbitrate the grievances and will be entitled to exercise its powers pursuant to the Crown Employees' Collective Bargaining Act.
- 11.03 The Arbitration Board is to be governed by the following provisions:
- (a) the Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding on upon the parties;
 - (b) the Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;
 - (c) the Board shall not have any authority or power to alter, change or amend any of the provisions of this Agreement or to substitute any new provision, in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement or in any way, modify, add to or detract from any provision of this Agreement;
 - (d) the parties and the Arbitration Board shall have access to the Employer's Ambulance facilities to view working conditions, machinery or operations which may be relevant to the resolution of a grievance;
 - (e) the Board shall have jurisdiction to determine whether a grievance is arbitrable.
- 11.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this

Agreement or to alter, modify or amend any of its provisions. However, the Board may have the power to dispose of a discharge or discipline grievance by any arrangement which it Paramedic(s) just and equitable.

- 11.05 An employee, in addition to the grievor, whose attendance is required at arbitration hearings shall receive permission to be absent from work with pay providing the employee provides the Employer with ten (10) days written notice.
- 11.06 The above time limits may be extended by mutual agreement between the parties to this agreement, however, such agreement must be confirmed in writing.

ARTICLE 12 – EXPEDITED ARBITRATION PROCEDURE **(VOLUNTARY)**

(Applicable to Full time and Part time Employees)

- 12.01 Notwithstanding the provision of the Crown Employees Collective Bargaining Act (CECBA) regarding the arbitration procedure, the parties agree to the following process for expediting the hearing and decisions of certain grievances referred to arbitration. It is also agreed that the full arbitration procedure and rights outlined in CECBA will apply, subject to the following.
- 12.02 Any grievance, including outstanding grievances where a hearing has not commenced, may be referred to an expedited hearing, on mutual agreement.
- 12.03 On the request of either party, the Grievance Settlement Board shall appoint a settlement officer to endeavor to effect a settlement before the arbitrator or board of arbitration appointed under this Article begins to hear the matter in dispute. However, no such appointment of a settlement officer shall be made if the other party objects.
- 12.04 The arbitrator or board of arbitration, as the case may be, shall commence the hearing in accordance with the pre-arranged schedule the parties develop to support the implementation of this Article.
- 12.05 The parties shall advise the Grievance Settlement Board of the names of arbitrators acceptable to both parties for purposes of conducting expedited hearings under this Article. Such list shall come from the roster of Order-in-Council appointees in use at the Grievance Settlement Board.

ARTICLE 13 – MEDIATION/ARBITRATION PROCESS **(VOLUNTARY)**

(Applicable to Full time and Part time Employees)

- 13.01 Notwithstanding the grievance procedure in this Collective Agreement, the parties to the Collective Agreement may, at any time, agree to refer one or more grievances under the Collective Agreement to a single mediator-arbitrator for the purpose of resolving the grievances in an expeditious and informal manner.
- 13.02 The parties shall not refer a grievance to a mediator-arbitrator unless they have agreed upon the nature of any issues in dispute.
- 13.03 A mediator/arbitrator appointed under the above Article shall begin proceedings within 45 days of referral to mediation-arbitration, unless a later date is agreed to by the parties.
- 13.04 The mediator-arbitrator may adopt such procedures as are necessary to allow an expeditious resolution of the issue in dispute. Decisions by a mediator-arbitrator may be made in such a manner as the mediator-arbitrator chooses; however, a written decision shall be made at the request of either party.
- 13.05 In every such case, the arbitrator shall issue a brief written decision no later than 20 days from the date of the hearing.

This opportunity applies for the duration of lay off as long as recall rights exist for the laid off employee. Any severance pay owed to such employee in the event of lay off is not payable for the duration of time during which the employee is accessing part time hours under this provision. If the employee has not been recalled to full-time employment as of expiration of their recall rights, their severance pay entitlement will be based on the employee's entitlement to severance pay as a full time employee and will be paid as of the expiration of recall rights. On payment of severance pay, any subsequent access to part time employment is only on the mutual agreement of the Employer and employee.

ARTICLE 14 – SENIORITY

(Applicable to Full time and Part time Employees)

- 14.01 Seniority is defined as the length of service with the Employer and shall be used in accordance with the terms of this Article to determine preference for promotion, lay-off and recall. The Employer shall maintain a seniority list showing the date on which each employee's service commenced and shall post such list at all bases twice a year by the end of the month of January and June.

- 14.02 (a) Newly hired employees shall be considered on a probationary basis for a period of six (6) consecutive months worked within the full capacity as a front line paramedic. During the probationary period employees shall be entitled to all rights and benefits of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse through the grievance procedure. After completion of the probationary period, seniority shall be effective from the date of hiring.
- (b) The probationary period for part-time employees or students shall be one thousand and ninety (1090) hours. Orientation hours shall not be included in the accumulation of the one thousand and ninety (1090) hours. The employment of such employees may be terminated at any time during the probationary period, without recourse to the grievance procedure. A part-time employee who has completed the probationary period will not be required to complete a further probationary period if they are successful in obtaining a full-time position.
- (c) Part-time employees shall accumulate seniority at the rate of one (1) year per two thousand, one hundred and eighty-four (2184) hours.

14.03 Seniority shall accumulate in the following circumstances only:

- (a) when off work due to layoff, for a period of eighteen months, or the length of the employee's seniority prior to layoff, whichever is less;
- (b) when off work due to sickness or accident for a period of not less than twenty-four (24) months taking into account the Employers obligations under the *Ontario Human Rights Code*;
- (c) when off work due to personal leave of absence, then seniority will continue to accumulate for the first calendar month of such leave;
- (d) when absent on vacation with pay or on statutory holiday;
- (e) All leaves covered under the *Employment Standards Act*;
- (f) when actually at work for the Employer.

14.04 Seniority shall terminate and an employee shall cease to be employed by the Employer when they:

- (a) voluntarily quits their employment with the Employer;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off work for a continuous period of not less than twenty-four (24) months taking into account the Employers obligations under the *Ontario Human Rights Code*;
- (d) Fails to report for work within three (3) working days after being notified by the Employer of recall, by registered mail;
- (e) fails to return to work upon the termination of authorized leave of absence unless there is an acceptable reason;
- (f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing;
- (g) is absent from work for 3 consecutive working days, unless absent due to illness or unless such absence is approved by the Employer, or is absent from work for 3 consecutive days without notification to the Employer and without a reason that is satisfactory to the Employer.

14.05 An employee who is transferred to a position outside the bargaining unit shall retain but not accumulate seniority for a period of up to twelve (12) months. In the event that the employee is returned to a position in the bargaining unit, during the twelve (12) month period, they shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of their return to the bargaining unit. An employee promoted to a position outside the bargaining unit on permanent basis, shall lose all seniority held in the bargaining unit, and if returned to the bargaining unit through a job competition shall begin to accumulate seniority on the date they re-enter the bargaining unit. If the employee is not successful in the temporary position in the first 12 months, they retain their right to return to their home position and union representation.

14.06 Employees who transfer from full-time to part-time or vice versa, shall have their seniority and service in both a full-time and part-time capacity recognized provided there has been no break in service.

For the purposes of this article, one (1) year of full-time service shall count as two thousand, one hundred and eighty four (2184) hours of part-time service and vice versa.

- 14.07 The formula to be used to calculate seniority accumulation for part-time paramedics only will be the mean average of hours worked per week for the previous fifty-two (52) weeks ending at the finish of the affected part-time paramedic's last shift worked immediately prior to the "sickness or accident, or pregnancy/parental leave" that caused the part-time paramedic to miss opportunities to work scheduled shifts.

Should an employee not have a full (52) week period available for that purpose, the longest period they do have shall be used to establish their average number of hours worked per week.

This formula will only apply to part-time paramedics who will miss opportunities to work shifts due to an extended sickness or accident after being absent from their next three (3) scheduled shifts.

For clarity, it is understood that the requirement to be absent for their next three (3) scheduled shifts is derived from language related to Short-term disability benefits that apply to full-time employees only.

For part-time paramedic absences lasting less than their next three (3) scheduled shifts, the affected part-time paramedic will not accumulate seniority for shifts missed – not worked – due to sickness or accident.

The formula using thirteen (13) weeks or one quarter of the year represents a fair sampling of hours normally worked by part-time paramedics.

ARTICLE 15 - JOB POSTINGS, CLASSIFICATION/RECLASSIFICATION

(Applicable to Full time and Part time Employees)

- 15.01 (a) In the case of promotion (other than promotions outside the bargaining unit) and demotions (other than disciplinary demotions), the following factors shall be considered:
- (i) skill, competence, efficiency and ability.
 - (ii) seniority as of the date of posting.

Where, in the judgment of the Employer, the factors in (i) are relatively equal, factor (ii) seniority as of the date of the posting shall govern, provided that this judgment shall not be exercised in an arbitrary or discriminatory fashion.

Notes:

The Employer will consider PCP employee applicants who are enrolled in an ACP college program and participating in preceptorship to be of greater skill, competence, efficiency and ability than other PCP applicants. Should there be more than one PCP applicant with this level of training, factor (ii) seniority shall govern.

The Employer will consider PCP employee applicants who have completed an ACP college program to be of greater skill, competence, efficiency and ability than other PCP applicants who are enrolled in an ACP college program and participating in preceptorship. Should there be more than one PCP applicant with this level of training, factor (ii) seniority shall govern.

- (b) In all cases of lay-off and recall, the last persons hired shall be the first laid off and the last laid off shall be the first recalled.

- (c) **Job Postings**

When a vacancy occurs or a new position is created, the Employer shall, within thirty (30) days of the position becoming vacant or a new position is created, post notice of the position at all bases, for a minimum of ten (10) days, so that all members will know about the vacancy or new position. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills and wage range.

The Employer will send to County email and, through text app, send a text message which will include the link to the Jostle posting and a link to apply directly to Human Resources. It is the Employees obligation to ensure current cell numbers are provided to the Employer and updated as required.

Should the employer be unable to recruit and make an offer of employment to backfill a vacancy or new position after it has been posted outside the bargaining unit for a period of sixty (60) days, the employer will repost the position internally for a minimum of ten (10) days, seeking to fill it with a primary care paramedic.

Prior to anyone outside the bargaining unit being considered, the Employer will consider internal applicants. The most senior qualified internal applicant will be awarded the position.

- 15.02 It is further agreed that for the purposes of part-time applicants and determining their seniority, ranking will be based on their actual regular and replacement hours worked.
- 15.03 Qualified part-time employees will be considered for full-time vacancies ahead of new employees, in accordance with Article 15.01.
- 15.04 Should an employee request a partner change or a change to another shift rotation the employee will first canvas for volunteers for such change and provide a written request to the Employer for approval. The Employer will not unreasonably deny such a request provided the needs of the service are met.
- 15.05 Employees will be re-classified to a lower rated classification only due to disciplinary reasons, inability to perform the job, or exercise of seniority rights in the event of lay off.

When a new classification (which is not covered by the terms of this Collective Agreement) is established by the Employer, or the Employer determines the need for and implements an autonomous PCP I.V. Program, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of the notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate is given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

ARTICLE 16 - JOB SECURITY

(Applicable to Full time and Part time Employees as noted)

- 16.01 The Employer agrees not to reduce the normal work week for full-time employees employed on the date of ratification of this agreement.

16.02 **Access to Part-Time Hours**

On lay off, a full time employee will be offered first opportunity to work part time hours at their Service up to their normal weekly hours of work provided they is willing to accept this work at the prevailing wage and benefit levels applicable to part time employees and provided they is able and qualified to perform the work.

- 16.03 In the event of a permanent lay off, a full time employee shall receive four (4) months of layoff notice or pay in lieu thereof. The notice period shall begin when the employee receives written notice. Copies of such notice will be provided to the Union Local. The employee is deemed to receive notice on the date written notice is given to them by hand or the date of registration, if given by registered mail. Permanent lay off is any lay off which is greater than one (1) month in duration.

In the event of a layoff of less than one (1) month in duration but greater than one (1) shift in duration, it is agreed that a laid off full time employee will have first access by seniority to any scheduled overtime and scheduled part time work up to the normal weekly full time hours of work or any other unscheduled hours that become available up to the normal weekly full time hours of work. During such lay off, the full time employee will be eligible for the full time benefit provisions of the Collective Agreement.

- 16.04 In the event of a layoff of a full time employee, employees shall be laid off in reverse order of their seniority.

- 16.05 Where a more senior employee in the PCP classification is deemed not to have relatively equal ability and qualifications to a more junior PCP because they have not received a certification in the delegated medical acts required of a PCP and therefore has been given notice of lay off, such employee will be provided the opportunity during the notice period to obtain the necessary certification for the aforementioned delegated medical acts at the Employer's expense. This opportunity does not apply to a PCP employee who has not attained AEC certification.

If a Paramedic 1 employee provided an opportunity as above is unable to access a certification program during the notice period, they will be deemed to have relatively equal ability and qualifications for the purpose of lay off provided they successfully obtain the requisite certification at the first available opportunity.

In the event a senior employee obtains the necessary certification under this clause and accordingly, a more junior employee is laid off, such junior employee shall not be entitled to notice of lay off or pay in lieu under this provision but rather shall be entitled to the balance of the notice period remaining as of such certification but not less than two (2) weeks of notice or pay in lieu thereof.

16.06 **Recall Rights**

- (a) Where a full time employee has been laid off and such employee has completed their probationary period prior to the date of lay off and a full time position becomes vacant in the bargaining unit pertaining to their Employer, notice of this vacancy shall be forwarded to such employee at least seven (7) days prior to the closing date of the competition for the vacancy and such employee shall be appointed to the vacancy if:
 - (i) They have applied for the vacancy prior to the closing date;
 - (ii) They are able and qualified to perform the required duties. In the event of a PCP on layoff, who does not possess the necessary certifications to perform delegated medical acts pertaining to the PCP classification, they will be deemed qualified to perform the required PCP duties if they obtain the necessary certifications by the closing date of the competition.
 - (iii) No other person who is able and qualified to perform the required duties and who has a greater length of continuous service applies for the vacancy pursuant to this subsection.
- (b) A person shall lose their recall rights if they do not accept an appointment in accordance with subsection 1, or having accepted an appointment in accordance with subsection 1, they fail to report for duty within two (2) weeks of receiving notice of the appointment, or are otherwise not recalled for a period of eighteen (18) months, or the length of the employee's seniority, whichever is less, following layoff.
- (c) The Employer shall not hire any new employee to perform work normally performed by bargaining unit employees while a bargaining unit member is on lay off with recall rights, and is able and qualified to perform the required duties of the position.

16.07 In addition to the notice requirements set out in Article 16.03, the lay-off and recall of part-time employees shall be done in accordance with Article 16.04.

16.08 Sale or Transfer of Business

- (a) In the event that there is a sale or transfer of the Employer's business, or the Employer is unsuccessful in maintaining a contract with the UTM, the Employer agrees to recommend to the purchaser, receiving Employer or successful Employer that job offers shall be made to the employees at 100% of the employee's weekly salary at the time of the transfer. It will also recommend that the new Employer recognize the service and seniority of each employee for the purpose of qualification for vacation, benefits, layoff, job postings and severance.
- (b) Where an employee is employed by the new Employer at the employee's hourly rate of pay as of the date of the transfer and where the employee's service as of the date of the transfer is recognized by the new Employer for the purpose of vacation entitlement, wage grid position and severance pay on termination by the purchaser or death of the employee, the employee will be deemed to have resigned and severance pay will not be applicable. If the employee declines such an offer of employment, it will be deemed that they have refused an offer of reasonable continued employment and they will not be eligible for severance pay unless the employee is eligible for early retirement prior to the sale.
- (c) Where the salary of the job offered by the receiving Employer is less than one hundred percent (100%) of the employee's current weekly salary, or if the employee's service or seniority are not carried over to the receiving Employer, the employee may decline the offer. In such a case, the employee will receive severance pay.

16.09 No Contracting Out

The Employer will not contract out bargaining unit work.

16.10 Voluntary Exit Option

An employee who has not received notice of lay off may offer to be laid off in place of a more junior employee. The Employer retains the sole discretion to accept this offer. If the employee's offer is accepted they will be deemed to have been laid off on the date provided to the junior employee, or such earlier date as may be agreed, in which case notice of layoff is not applicable to the employee, but severance pay is so applicable.

16.11 **Pay in Lieu**

With mutual consent of the Employer, an employee who has received notice of lay off may resign and receive equivalent pay in lieu of notice in addition to any severance payment owed to the employee on lay off.

16.12 **De-activation**

- (a) An ACP who is deactivated by base hospital, but retains certification as a PCP will be allowed to work and will be paid as a PCP, on a temporary basis, for a maximum period of three (3) months, while endeavoring to obtain reactivation. If the employee is successful in obtaining the required re-certification by the end of three (3) month period, they will return to an ACP status. If the employee has not obtained reactivation by the end of the three-month period, they will become a PCP on a permanent basis provided there is a vacancy within the classification or, if there is no such vacancy, a part-time employee.
- (b) An ACP who is deactivated by base hospital and does not retain certification in their classification will be provided with skilled remediation at no cost to the Employer provided that the deactivation is not the result of a breach of the trust relationship between the Base Hospital Physician and the paramedic and shall be paid at PCP rate for a maximum of a one (1) week period, during which time such employee is expected to obtain reactivation by base hospital. If the employee has not obtained reactivation within this one (1) week period, the employee will be placed on a leave of absence without pay or benefits for a maximum period of six (6) months, during which time the employee is expected to obtain the required re-certification. If the employee has not obtained re-certification in certification in their classification by the end of the aforementioned six (6) month leave period, the employee will be terminated. If the employee has only obtained certification in their classification by the end of the aforementioned six (6) month period, the employee will become a PCP on a permanent basis, provided there is a vacancy for this classification or if there is no vacancy, the employee will become a part-time employee. If the employee is successful in obtaining the required re-certification during the six (6) month period, they will return to ACP status.
- (c) A PCP who is deactivated by base Hospital and who does not retain their certification in their classification will be provided with skilled remediation at no cost to the Employer provided that the deactivation is not a result of a breach of the trust relationship between the Base Hospital Physician and the paramedic and shall be paid at the PCP rate for a maximum of a one (1)

week period, during which time such employee is expected to obtain reactivation by Base Hospital.

If the employee has not obtained reactivation within this one (1) week period, the employee will be placed on leave without pay or benefits for a maximum period of six (6) months during which time the employee must obtain reactivation in their certification in their classification. If the employee has not obtained this reactivation during the aforementioned six (6) month period, the employee will be terminated. If the employee is successful in obtaining reactivation during the six (6) month period, they will return to active duty as a PCP.

16.13 De-Certification

It is understood that de-certification is intended to be a permanent loss of certification to practice as a paramedic. Decertification primarily results from a loss of trust or breach of trust between the base hospital physician certifying the paramedic and the paramedic whose certification is in question.

As this is considered a permanent loss of certification, the decertified paramedic will immediately be placed on a paid leave not to exceed one (1) week, after which the paramedic will be placed on a leave without pay and without benefits. The paramedic will, within twenty-one (21) days of decertification, notify the employer of their intent to challenge their decertification. In the event that the employer receives notification of the intent to challenge within the allotted time period, the employee will continue their leave without pay and without benefits until the earlier of the termination of the challenge process or six (6) months total on leave. In the event that the paramedic is successful in their challenge and attains recertification, they will return to active duty at the appropriate leave of certification as outlined in the deactivation language above. Should the decertified paramedic fail to notify the employer in writing of their intent to challenge, or the paramedic's challenge is unsuccessful, or the paramedic has been absent, on the aforementioned leave equal to six (6) months, the paramedic's employment will be terminated.

ARTICLE 17 – SEVERANCE

(Applicable to Full time and Part time Employees)

- 17.01 (a) An employee with five (5) years of service shall be entitled to receive, on separation from employment, severance pay of one (1) week's pay per year of service, up to a maximum of twenty-six (26) weeks of pay. For the purposes of indefinite layoff only, employees will become eligible for severance pay after one (1) year of service.

- (b) A part-time employee who is entitled to severance pay pursuant to this provision will have "one (1) week's pay" for the purposes of the severance pay calculation determined as follows:

One week's pay will be equal to the average number of regular non-overtime hours worked per week by the part-time employee over the fifty-two (52) week period prior to the date of separation of employment, multiplied by the regular non-overtime rate of pay applicable to such part-time employee at the time of separation from employment.

- (c) If, on separation from employment or indefinite layoff under this provision, an employee has continuous service which includes both part-time employment and full-time employment, two thousand eighty (2,080) hours of part-time work will equal one (1) year of service for the purpose of determining the employee's overall length of service under this provision.

ARTICLE 18 - ACP TRAINING

(Applicable to Full time and Part time Employees)

- 18.01 In the event that an employee is the successful applicant for participation in ACP training, such employee will be required to take a leave of absence from their Employer for the duration of their full training program. For each week during this leave of absence, the Employer will continue to pay to the employee their basic straight time hourly rate for the normal weekly hours of work assigned to such employee. Service will continue to accumulate for the purpose of seniority.
- 18.02 It is understood that the Collective Agreement continues to apply except for hours of work and overtime provisions. Notwithstanding, it is further understood that any actions of the base hospital, certifying agencies, or their representatives, do not come under the jurisdiction of the Collective Agreement and, therefore, cannot constitute a difference or dispute or grievable action under the Collective Agreement. This understanding does not limit an employee's right to grieve actions of its Employer including disciplinary action up to and including dismissal from employment which may occur during the period of leave of absence.
- 18.03 Should the employee successfully achieve certification, the applicable ACP rate of pay shall then apply, in accordance with their recognized service date.
- 18.04 All ACP trained employees will be required to maintain certification in all delegated medical acts which are required by the Employer.
- 18.05 An employee who voluntarily leaves the training program, or is involuntarily removed from the program, will be returned to their home position.

- 18.06 Any other ACP related issues can be raised by the parties at the LMC meeting level.
- 18.07 The parties agree that all employees may apply for a paid leave of absence to pursue ACP training. Subject to budget approval, a leave of absence for this purpose shall be based on seniority.

ARTICLE 19 - HOURS OF WORK

(Applicable to Full time and Part time Employees)

- 19.01 The following provisions are intended to define the normal hours of work per week and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week or of any set shift schedule.
- 19.02 The hours and days of work of each employee shall be posted in an appropriate place at least six (6) weeks in advance. Once posted, the shift schedule shall not be changed without the mutual agreement between the Employer and the employee. Employees who request a change of shifts shall be required to make such request at least one (1) week in advance, other than in an emergency.
- (a) Employees who work on a night shift, during which time changes to Daylight Savings Time, will be paid for 11 hours and will have the option to either use their banked credits to make up the 12 hour shift or work an additional hour at base.
- Employees who work a night shift during which the time changes from Daylight Savings Time will be paid for 12 hours at straight time and one hour overtime as per Article 20.
- 19.03 (a) Requests for change of shift for personal reasons shall not be denied unjustly. Once a shift exchange has been approved by the Employer, it is considered a schedule change and therefore the responsibility lies with each employee agreeing to the arrangement. No employee will incur overtime as a result of a voluntary shift exchange. Any exchange must be completed within 2 pay periods of the initial shift exchange. Once a shift has been exchanged it must be worked and cannot be exchanged again. Consideration will be given for an additional shift exchange resulting from an extenuating circumstance. Such consideration will be at the approval of a Deputy Chief or designate.
- (b) The shift schedule shall consist of an average of forty (40) hours or forty-two (42) each week and all time worked beyond forty (40) hours or forty-two (42) shall be considered as overtime and shall be paid for at the rate of one time and one half (1 1/2).

- (c) The Employer shall endeavour to schedule days off as consecutive and to plan schedules so as to equally distribute free weekends, it being understood that this is subject at all times to the needs of the Service. The employee will not be required to split their normal shift in the sense that they would have to work at part of their normal shift and then report later to complete such shift.
- (d) Part Time employees will indicate their availability to work shifts as per schedule below:

DUE	POST	SCHEDULE
Nov 1	Nov 15 (JAN)	Jan Feb Mar
	Dec 15 (FEB)	
	Jan 15 (MAR)	
Feb 1	Feb 15 (APR)	Apr May June
	Mar 15 (MAY)	
April 1	Apr 15 (JUNE)	
	May 15 (JUL, AUG, SEPT)	Jul, Aug Sept
Aug 1	Aug 15 (OCT)	Oct Nov Dec
	Sep 15 (NOV)	
	Oct 15 (DEC)	

In the event a Part Time employee misses a deadline for submitting their three month availability, the PT employee shall be placed at the bottom of the list for that month and be placed in the schedule for the following months.

At the time of posting, employees who indicate their availability as required shall be granted at least two (2) shifts (if such shifts are available) based on seniority on each schedule (four (4) in July and August if such shifts are available). The Employer will endeavour to equalize available shifts amongst the part time pool with extra shifts that become available after the initial posting. An employee who indicates availability to commit to shifts shall make themselves available for such shifts unless due to circumstances beyond their control.

- (e) All shifts greater than 72 hours away will be assigned to the PT via their County and preferred email address on file. Shifts less than 72 hours away will be contacted by telephone.

(f) **Part-time Commitment**

- (i) A part-time paramedic in the Paramedic(s) division is any paramedic who maintains the availability as indicated in their offer of employment. This is not to be construed as a guaranteed number of shifts per month.
- (ii) Except for leaves provided for under the terms of the Collective Agreement or under applicable legislation, a part-time paramedic will maintain their availability throughout the calendar year. A part-time paramedic who fails to be available in accordance with this provision shall be deemed to have resigned employment
- (iii) Part-time paramedics must indicate availability and non-availability at least ten (10) weeks prior to the beginning of each calendar month. Part-time paramedics will use the County approved method of submission and identified codes to indicate availability and non-availability.
- (iv) If availability changes subsequent to the submission of the timesheet it is the responsibility of the part-time paramedic to notify the Employer at least seventy-two (72) hours in advance of the dates in question.
- (v) A part-time paramedic shall not refuse more than three (3) shifts for which they have indicated their availability in a calendar month unless there are acceptable extenuating circumstances. Any shift refusals used cannot be compounded by declining any additional shifts offered within that original designated day or night period. For clarity, a day shift is defined as a shift that starts and ends on the same calendar day and a night shift is defined as a shift that starts and ends on different calendar days.
- (vi) A part-time paramedic who does not reply to a message within eight (8) hours after having received notification will be deemed to have refused the shift.
- (vii) Part-time paramedics may be deployed at the sole discretion of the County in accordance with operational requirements and in accordance with the Collective Agreement.

- (viii) Part-time call in with greater than eight (8) hours' notice will be for a minimum of four (4) hours to a maximum of twelve (12) hours of work at the regular rate. Time worked beyond twelve (12) hours will be paid at time and one-half (1.5).
- (ix) If the Employer has exhausted the part time availability list offering a four (4) hour shift with greater than eight (8) hours but less than seventy-two (72) hours it will be assigned based on availability in reverse seniority at which a refusal can be used in accordance with article 19.03 (v).

19.04 Employees shall be deducted one-half hour's salary if they are more than fifteen (15) minutes and less than one-half (1/2) hour late. Employees shall not be deducted any salary if they are less than fifteen (15) minutes late provided that the employee is not late for their scheduled shift, by less than fifteen (15) minutes, on more than two (2) occasions in a twelve (12) month period. In the event that an employee is less than fifteen (15) minutes late for their scheduled shift more than twice in a twelve (12) month period, salary will be deducted accordingly. If the employee is more than one-half (1/2) hour late without notifying the Employer, the Employer shall have the right to have the employee's shift covered by another employee. This shall not affect the Employer's right to discipline for lateness.

19.05 Employees shall be allowed leave within one hour of the completion of their scheduled shift, without loss of salary, provided this has been pre-approved at least 72 hours in advance through the Scheduler, provided that personnel assigned to the next shift are available and ready to assume their duties. The one hour period shall not create additional cost for the employer and does not qualify for payment as outlined in Article 20.05. Any time in excess of one hour requires an approved shift change as per article 19.02 of the Collective Agreement.

19.06 The workload shall be divided as equally as possible among the crews on any shift; each crew shall be responsible for the cleanliness of their vehicle and station.

19.07 **Standby Pay**

It is understood that employees are not currently required to provide standby coverage when off duty. Should the Employer be required to re-implement standby duty it will meet and negotiate a premium rate of pay with the union. Failing agreement on a new rate the union may refer the dispute to arbitration for resolution. During the negotiation process standby will be implemented at \$10.00 per hour.

Clarity Note: It is agreed and understood that Article 19.07 relating to Standby Pay relates only to shifts that are pre-scheduled and that are specifically designated as a

Standby Shift. Article 19.07 is in no way meant to apply to part-time availability or any part of the part-time commitment language contained within this agreement.

19.08 Shift Premiums

- (a) An employee shall be paid a shift premium of one dollar and twenty-five cents (\$1.25) for all hours worked between the hours of 1800 hours and 0559 hours. Shift premium will not form part of the employee's straight time hourly rate.
- (b) An employee shall be paid a weekend premium of fifty cents (\$0.50) for all hours worked on the weekend between 2400 hours Friday and 2400 hours Sunday. Weekend premium will not form part of the employee's hourly rate.

19.09 It is understood that premium payments under any terms of this Agreement shall not be duplicated or pyramided, for the same hours worked.

19.10 Management reserves the right to determine openings and the length/duration of temporary full-time contracts.

- a) All temporary contracts shall be a minimum of eight (8) weeks in duration. Each temporary posting shall indicate the expected duration of such contract, with the intent to post as long as reasonably possible.
- b) If a temporary contract position needs to be extended beyond the posted expected end date, the employee currently holding the temporary contract shall be offered a one-time extension of up to four (4) weeks in duration.
- c) An employee posting in to a temporary contract shall carry with them any approved vacation provided that they are for the same date(s), otherwise paragraph (i) below will apply.
- d) Available temporary contracts will be posted in accordance with the article 15.01(c).
- e) All employees full and part-time, actively at work, not on a leave of absence, that have completed probation can apply for the posted temporary vacancies by emailing Human Resources with their interest. Employees on an approved leave of absence with a return-to-work date confirmed prior to the start of the available contract position will be considered eligible applicants.

- f) Human Resources will receive applications from both full and part-time employees and the temporary positions will be awarded to the most senior paramedic. Seniority will be determined based on full and part-time seniority hours on the date of the posting.

When a temporary full time ACP or PCP vacancy occurs, it will be posted in accordance with article 15.01(c) with the exception that external candidates outside of the bargaining unit will not be considered.

- g) The successful candidate will be notified by phone. Confirmation of acceptance of the contract must be made within eight (8) hours.
- h) With a minimum of six (6) weeks' notice, management or any affected employee(s) may terminate the temporary full-time contract and all affected employee(s) will move back to their regular positions.
- i) The full-time paramedic(s) will be required to resubmit their time off requests to management through the normal channels if they are moving to a different schedule where their approved time off does not apply. These requests will be subjected to the established system for approval of time off requests.
- j) Previously approved shift exchanges may be cancelled if necessary to facilitate the movement of employees into new positions or returning to their regular position. It is not the intent of management to cancel shift exchanges without just cause, subject to the terms of article 19.02.
- k) As this is voluntary request to apply for a temporary vacancy, it may cause a change in platoon or day/night switch. This will not result in overtime. Should this occur, the full-time employee(s), management and the union will work together to find an appropriate solution as long as such agreement does not require the creation of new or additional shifts.
- l) In circumstances where scheduling issues arise due to the movement of full-time employee into or out of the temporary full-time contract, the FT employee will make any scheduling changes necessary to address scheduling issues i.e., movement of a full-time employee from a shift pattern that is scheduled for a night shift and the new shift pattern starts on the following day shift.

19.11 The hours of work for part-time employees or students shall be as determined by the Employer, subject to Article 19.02, 19.03 19.04, 19.10, 19.12.

19.12 Overtime and vacations for part-time employees or students shall be in accordance with the *Employment Standards Act* (Ontario).

ARTICLE 20- OVERTIME

(Applicable to Full time and Part time Employees)

20.01 All time worked beyond the normal work day, the normal average work week as designated on the shift schedule, or on a holiday with the exception of Designated Holidays and/or Statutory Holidays in Article 24, shall be considered as overtime and shall be paid for at the rate of time and one-half (1 1/2) for each hour worked. Employees who are called in or scheduled to work on a holiday shall receive one and one-half (1 1/2) times their regular rate of pay in addition to pay for the holiday. Full time employees at their option may receive compensatory leave in lieu of pay at the overtime rate up to a maximum of eleven (11) shifts (132 banked hours). NOTE: 132 hours is the annual maximum. This is not to be considered a "floating" bank. Once 132 hours is reached it cannot be topped back up after time has been used from the bank. Such banked lieu time shall be taken at times mutually agreed to between the employee and their supervisor. Any unused time will be paid out at the end of fiscal year.

The banking of overtime hours or extra pay for said hours is to be done in accordance with Article 23.05.

- 20.02 (a) Subject to paragraph (b) of this Article, when the Employer has less than eight (8) hours' notice of sickness or bereavement of an employee which will cause an open shift, such shift and any subsequent shift of that employee which is scheduled to commence within twenty-four (24) hours of initial notification shall be offered to the regular full-time employees on an overtime basis. If no regular full-time employees are available, it shall be offered to a part-time employee on an overtime basis.
- (b) Overtime and/or Paid Duty shall be divided equally among the employees who are available to perform the work. In the event that a complete rotation of the full-time call in list, the Employer will then move to the part-time list and begin with the employee following the last employee to receive an assignment. The Employer shall make available and maintain a list bi-weekly of those employees called in for overtime and/or paid duty.

Note: Paid Duty is defined as an event in which the County is being reimbursed for all expenses associated with Paramedics being present at the event.

- (c) For an emergency up staff, based on operational needs as determined by the Employer, Article 20.02(b) does not apply in cases where the level of vehicles available equals C-MEC 0 or its equivalent as defined in the deployment plan in force and effect. In all other cases, the calling order for up-staffing will

occur in accordance with the remainder of this Article. Employees accepting the shift must be able to report to the appropriate Station within one and a half (1-1/2) hours of the call.

(d) **Vacation Replacement**

Subject to the availability of part time staff, where the Employer elects to schedule overtime for vacation replacement. The Employer shall post a notice of available shifts which shall be filled on a first come basis.

(e) Part time employees' hours of work are in accordance with the *Employment Standards Act*.

20.03 **Call Back Pay**

An employee called back to work while not on standby shall receive a minimum of four (4) hours at time and one-half (1 1/2) their regular rate for each and every call-back.

20.04 **Quarantine**

Time lost by an employee as a result of being quarantined by a certified medical practitioner, due to performing their duties while working for the Employer, shall be compensated at the regular rate of pay for the duration of the quarantine. In the event that an employee develops a related illness, recognized by WSIB, the absence shall be compensated as per the WSIB policy and guidelines for the duration of the illness. In the event an employee is quarantined but does not develop a related illness, recognized by WSIB, the absence shall be compensated by the Employers' third party insurance carrier.

20.05 An employee who responds to a call prior to the commencement of their scheduled shift because they are already at the workplace and ready to work, shall be entitled to thirty (30) minutes pay at time and one half (1.5). The maximum entitlement shall be thirty (30) minutes. When responding to such a call, the employee deemed to be relieved shall suffer no loss of pay as a result of being relieved.

ARTICLE 21 – MEAL ALLOWANCE

(Applicable to Full time and Part time Employees)

21.01 (a) Meal breaks will be 30 minutes in length. Every effort will be made to take meal breaks at the crews' ambulance station. Where it is not possible for the crew to return to their base to access their lunch, the Employer will allow for a meal claim. The crew will take their break at the same time and location.

Where a crew is involved in transporting a patient outside the county, and more than 50 kilometres from their station, both crew members may take their meal period when free, subject to being available by radio/cell phone with CACC approval.

The first meal break during a shift shall take place between and 4th and 6th hour. On a 12 hour shift the second break will occur between the 10th and 12th hour. The crew will request lunch as early as possible in the 2 hour window with CACC. If a crew has not had a break within 5 (1/2) hours from the start of their shift, they will contact the duty officer, who will contact dispatch and facilitate the scheduling of the meal break at the earliest opportunity.

An employee required to travel a distance greater than 50 kilometers one way from their station during a meal period will be reimbursed fifteen (\$15.00) and a receipt will be required.

- (b) When dealing with meal allowance issues under Article 21.01, the parties will use the following practices:
1. Meal breaks will be 30 minutes in length.
 2. Where an employee misses a meal period as a result of authorized work and is unable to take the missed meal period before the end of their shift, they shall notify the Duty Officer at the 5th or 11th hour of their shift (unless engaged in active patient care.) The Duty Officer will contact dispatch and facilitate the scheduling of the meal break at the earliest opportunity. Employees who do not receive their meal period by the 6th or 12th hour shall be paid fifteen (\$15.00) dollars for the purpose of replacing their meal. In this circumstance, no receipt is required.
 3. Where employees are required to travel 50 km or more from their station and are outside the County, and are unable to return to a base by the fifth and a half or eleventh and a half hour of their shift, the employees may take their meal period when free, subject to being available by radio/cell phone with CACC approval. In this circumstance, employees will be required to submit a valid receipt of up to fifteen (\$15.00). A valid receipt is a receipt that indicates food items that a reasonable person would assess as constituting a meal.

ARTICLE 22 - UNIFORM ALLOWANCE

(Applicable to Full time and Part time Employees)

22.01 The Employer will provide at no cost to employees an initial uniform consisting of five (5) shirts, three (3) pairs of pants, one (1) jacket, one (1) parka, one (1) raincoat, one (1) Belt, one (1) uniform issued sweater, one (1) pair of gloves, one (1) toque, one (1) baseball cap, and one (1) duffel bag. Thereafter, uniforms shall be replaced as necessary.

Upon uniform replacement, employees can identify if they require a spare uniform and are entitled to up to 3 spare uniforms. Uniform Articles that are damaged or soiled during the course of employment will be cleaned, dry-cleaned, repaired or replaced at the discretion of the Employer at no cost to the employee.

22.02 The Employer will provide full time employees with safety footwear and replace as required. The Employer will provide part time employees with safety footwear at the time of hiring and thereafter at the discretion of the Employer in accordance with the number of hours worked.

22.03 The Employer will pay the license fee and the cost of the standard medical exam to a maximum of one-hundred and twenty-five (\$125.00) dollars every three years, associated with an employee's renewal of the required "F" license to operate an ambulance. The employee will submit a valid receipt and valid driver license photo identification in order to receive reimbursement.

ARTICLE 23 - PAYMENT OF WAGES

(Applicable to Full time and Part time Employees)

23.01 The Employer shall pay salaries bi-weekly in accordance with Schedule "A" - Wages forming part of this Agreement.

23.02 Employees shall receive their pay on Thursday, and shall be provided with an itemized statement of their wages, overtime and deductions.

23.03 Progression on the Wage Grid

Full time employees progression on the wage grid shall occur automatically on the employee's anniversary date until they reach the maximum step on their wage grid.

Part-time employees, shall accumulate service for the purpose of progression on wage grid, on the basis of one year for each 2184 hours worked.

Notwithstanding the above, employees hired prior to April 1, 2001 will be credited with the service they held for the purpose of progression on the wage grid (under the Agreement expiring March 31, 2001) and will thereafter accumulate service in accordance with this Article.

An employee who returns to their former classification shall be placed on the wage grid with recognition of the current seniority level.

23.04 Credit for Experience

After completion of the probationary period, all current or new employees shall receive recognition for a maximum of eight (8) years of prior, documented paramedic experience, related to the classification they currently hold, with other Emergency Medical Services for the purposes of calculating vacation entitlement and wages. Employees shall submit a written claim for the recognition of their previous experience. For new employees this written claim will be forwarded to Human Resources within (60) days from their date of hire. The County will then confirm the employee's placement on the vacation schedule and salary grid in writing. The adjustment of vacation entitlement and wage rates resulting from the implementation of this clause will be retroactive to April 1, 2004.

23.05 Employees may be eligible to bank paid holiday and/or overtime hours in accordance with applicable Articles; or, at the employee's option, the employee may be eligible for extra pay for paid holiday and/or overtime hours in accordance with applicable Articles.

The option to either bank extra hours to which the employee is entitled or to receive payment for said hours is to occur only on an annual basis. Employees must indicate to the Employer in writing by December 1st in each calendar year whether they wish to have banked or to have paid out the extra hours the employee is entitled to in the following calendar year. Time banks will be maintained independent of one another and employees may communicate varying preferences relating to each of these independent banks, to bank or to have paid out in accordance with this Article. Preference will not be permitted during the calendar year. In extenuating circumstances, an employee may make a request to change their preference to have time paid out and the employer will evaluate such requests on a case-by-case basis. Such change will only be made once and will remain at the changed status for the remainder of the calendar year until the next date stimulated by the employer to allow the change in the employee's preference is reached.

Any unused hours as of December 24th will be paid out prior to the end of January in accordance with the terms of the Collective Agreement. Banked hours can only be used for the purposes of taking pre-approved time off requested in advance in writing and does not include individual sick time and personal days. However, employees who are on a verified sick leave beyond one day may request a pay out of banked time with the submission of a valid medical certificate. Each case will be evaluated on an individual basis.

It is understood that the Employer will identify the deadline for changing the option for banking or for pay out each year by January 31st of each year.

Employees who do not indicate a preference in writing to the Employer by the required dates will be paid for any extra hours to which the employee is entitled and will not accrue banked time.

ARTICLE 24 - DESIGNATED HOLIDAYS

(Applicable to Full time and Part time Employees Article 24.01/24.03)

24.01 The Employer recognizes the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

and any other day proclaimed by the Provincial Government as a holiday. When any of the above holidays fall on an employees a regular day off, they shall be granted at their option another day in lieu thereof at a time mutually agreeable to the Employer and the employee, or receive one day's extra pay for the said holiday.

The banking of paid holidays or extra pay for said holiday is to be done in accordance with Article 23.05.

Clarity Note

It is understood that an employee who works an eight hour shift is entitled to an eight hour day in lieu for each Holiday. An employee who works a twelve hour shift is entitled to a 12 hour day in lieu for each Holiday. It is understood that a statutory holiday will be deemed to run from 12 a.m. of the statutory holiday to 12 a.m. of the following day. Example 12 a.m. January 1st to 12 a.m. January 2nd.

- 24.02 (a) In order to be entitled to bank or receive pay for designated and/or statutory holidays, an employee must have worked their last scheduled shift immediately preceding the statutory holiday and their first scheduled shift immediately following the statutory holiday unless absent with the permission of the Employer or on verified sick leave.
- (b) Employees on leave and receive income from other sources such as but not limited to EI, WSIB, STD, etc. will be deemed to have been paid for the designated and/or statutory holiday and therefore do not qualify for the provision noted in 24.02(a).

24.03 Employees who work on the designated paid holiday shall be paid double time (2) for all hours worked, and full-time employees shall receive one (1) eight (8) hour day, or one twelve (12) hour day as the case may be, in lieu at the employee's basic hourly rate. The employee at their option, may bank twelve (12) statutory holidays, up to one hundred and forty-four (144) hours of compensating leave, provided the employee opts for compensating leave prior to the holiday.

On the first partial year of full-time employment, the Employer will advance to each new full time employee, 36 hours of stat leave in lieu of statutory holidays yet to be worked during the year. To qualify for the advanced stat time, the employee must have transferred from part-time to full-time status and the transfer from part-time to full time will have occurred on or after January 2nd of the calendar year. Should the employee terminate employment prior to earning entitlement, the Employer may withhold wages owed to recover any portion of the unearned credits.

24.04 The Employer will arrange the shift schedule so that full-time employees will be scheduled off every other year from the beginning of the shift Christmas Eve to the beginning of the shift Boxing Day.

ARTICLE 25 - VACATION WITH PAY

(Applicable to Full time Employees)

25.01 Employees shall receive their vacation allotment in advance on January 1st each calendar year based on the current years of service as follows:

Less than one (1) year	(4%)
One (1) year or more	two (2) weeks (84 hours), (4%)
Two (2) years or more	three (3) weeks (126 hours), (6%)
Eight (8) years or more	four (4) weeks (168 hours), (8%)
Fifteen (15) years or more	five (5) weeks (210 hours), (10%)
Twenty (20) years or more	six (6) weeks (252 hours), (12%)
Twenty-two (22) years or more	seven (7) weeks (294 hours), (14%)

Part time employees shall receive vacation pay based on the applicable percentage of earnings per week of entitlement, ie. 2% per week of entitlement.

Vacation will be pro-rated during the first and last year of employment. If the last year of employment results for a retirement, no pro-rating will occur in the last year of employment provided that the employee has provided the employer with written notice of their intent to retire and that the employee retires after the end of the first quarter of the calendar year.

When part-time employees become full-time employees, they will be slotted into the appropriate vacation threshold based on their credited level of service and they shall receive prorated paid vacation time for the remainder of the calendar year in which they became full-time. Employees will be entitled to time off in the first year of full-time employment in accordance with the *Employment Standards Act*.

25.02 Additional vacation days will be granted and paid at twelve (12) hours basic pay upon completion of continuous years of service as follows:

Twenty-seven (27) years

Two (2 days) (24 hours)

25.03 (a) An employee entitlement to a higher vacation allotment shall be granted based on their anniversary date in the year of increased entitlement. The additional entitlement will be advanced in accordance with article 25.01.

(b) Any employee who leaves the employment of the Employer prior to acquiring the years of service needed to achieve the above noted weeks of vacation would be paid vacation pay based on the actual service completed.

25.04 Employees shall be granted their vacations in units of one (1) week.

25.05 Vacation scheduling shall be the prerogative of the Employer but preference will be granted to employees on the basis of their seniority.

25.06 (a) Vacation pertaining to June, July, August and September requests shall be completed and submitted by employees by April 1st and approved or disapproved in writing by the Employer by April 15th. Vacation requests for October, November and December shall be completed and submitted by employees by August 1st and approved or disapproved in writing by the Employer by August 15th. Once finalized, the vacation schedule of an employee shall not be changed except by mutual agreement between the Employer and the employee.

- (b) The parties agree that a minimum of four (4) employees in total, shall be scheduled to be on vacation per 24 hour period. They further agree that between four (4) employees and six (6) employees, providing the additional two (2) employees from four (4) to six (6) employees does not incur overtime, shall be scheduled on vacation for a twenty-four 24 hour period. They further agree that up to ten (10) employees shall be scheduled to be on vacation per twenty-four (24) hour period depending on part-time availability. Part-time employees will be required to submit availability for July and August by April 1st of each year.

25.07 Employees will be paid at the time of their vacation their current hourly rate for all vacation hours taken.

25.08 Employees shall receive the difference between two percent (2%) of their gross annual earnings not inclusive of taxable benefits for the prior year and one (1) weeks normal pay for every week of vacation entitlement on July 1st each year by separate cheque when the two percent (2%) is the higher amount.

25.09 Employees will automatically carry over any unused vacation to a maximum of two (2) weeks of vacation entitlement into the next calendar year. Unless due to extenuating circumstances, unused vacation that has not been used, carried over as indicated above, or cashed out by agreement with the Employer, shall be lost.

ARTICLE 26 - SICK LEAVE PROVISION

(Applicable to Full time Employees)

26.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act.

26.02 The Employer will pay up to eight (8) days of sick time in each year of the Collective Agreement, of which three (3) days may be used as personal days. Personal days cannot be used in conjunction with vacations or paid holidays, unless the day is considered to be a Personal Emergency Leave Day as defined in the *Ontario Employment Standards Act, 2000*. An employee may carry-over up to three (3) sick credits from one year to the next to a maximum of eleven (11) banked credits in any given year. Sick days will be pro-rated for all employees not on the full-time roster for 12 months in each calendar year.

26.03 An employee who is on sick leave for more than three (3) consecutive working days must submit a certificate from a duly qualified medical practitioner within seven (7) days from the commencement of such absence stating they are unable to carry out their duties, and indicating the probable duration of the illness and where

appropriate, the restrictions applicable to the employees' return to work. Provided the Employer has a bona fide reason, an employee may be required to submit a certificate in the case of an absence of less than three (3) working days. Notwithstanding the foregoing, the Employer shall not require an employee to provide a certificate from a medical practitioner where it would be in violation of the *Ontario Employment Standards Act* of Ontario as amended from time to time.

26.04 In the event of death, the value of sick leave credits shall be paid to the employee's beneficiary.

26.05 The Employer shall provide a short term disability plan which shall provide coverage up to seventy five (75%) of an employee's income. In addition, the Employer will supplement the benefit to one hundred percent (100%) of the employee's regular income up to the beginning of the L.T.D. plan.

The Employer shall advance an employee's pay while waiting for adjudication of the short-term sick leave claim for a maximum of four (4) weeks. The employee will provide a written undertaking, satisfactory to the Employer that any payments will be reimbursed to the Employer following a final determination of the claim by the STD carrier in the event of any overpayment by the Employer to the employee.

26.06 The Employer shall pay for such medical certificate(s) as it may require from time-to-time to certify an employee's illness or ability to return to work.

26.07 **Workplace Safety and Insurance**

Where an employee is absent by reason of illness or injury, sustained at work, and they have been awaiting approval of a claim for WSIB benefits, the employee may apply to the Employer for payment equivalent to their regular wages. Payment will be provided upon receipt of the written request and a copy of the WSIB form 7. The employee will also provide a written undertaking, satisfactory to the Employer that any payments will be reimbursed to the Employer following a final determination of the claim by WSIB, in the event of any overpayment by the Employer to the employee. Should there be a reoccurrence or new claim submitted an advance will not be provided until such time as any/all previous advances have been reimbursed in full to the Employer.

The WSIB benefit advance shall continue for lesser of a maximum of four (4) weeks or until the claim is adjudicated from the date of the illness or injury.

ARTICLE 27 - LEAVE OF ABSENCE

(Applicable to Full Time and Part Time)

27.01 Bereavement Leave

When a death occurs in the immediate family of an employee who has acquired seniority, they shall be granted not more than four (4) working days' leave of absence from their employment with pay. Such leave of absence shall be for time necessarily lost from work and shall be granted for the purpose of bereavement. An employee shall not be required to work a shift within twenty-four (24) hours of the funeral provided this provision shall not result in an entitlement beyond the four days stated above. In the event that an employee does not attend the funeral of a member of their immediate family, then they shall be granted one (1) day leave of absence with pay at the time of bereavement.

Immediate family is defined as parent, step-parent, spouse/partner, child, step-child, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild.

Where burial occurs outside of the county of Northumberland, employees may be granted reasonable traveling time without pay.

One day (1) day leave with pay shall be granted to attend a funeral as a pall-bearer. In the event of death of an employee's aunt or uncle, an employee shall be granted one (1) day leave of absence with pay to attend the funeral.

27.02 Jury Duty

Each employee who is summoned to and reports for jury duty shall be paid by the Employer the difference between the employee's regular straight time hour wage rate and the daily jury duty fee paid by the Court.

27.03 Witness Leave

Each employee who is required to appear in Court, on behalf of the Employer, during regular working hours or while off duty, shall receive regular pay for each hour in Court. The Employer has the right to amend schedules to accommodate Court dates and times.

27.04 **Education Leave**

The Employer agrees upon written request by an employee to allow a leave of absence for up to nine (9) months for educational or other purposes. This said leave shall be without pay or benefits but there shall be no loss of seniority. Such leave shall only be provided if in the opinion of the Employer, it does not interfere with the operational requirements of the Ambulance Service.

The Employer agrees to encourage employees to further their education in Ambulance training by allowing employees to exchange shifts, where possible, in order to attend an institution of learning. Requests for change of shifts between employees shall be approved by the Employer which approval shall not be refused in an unreasonable manner. At all times the requirements of the Service must be kept in mind.

It is understood that the employer will provide annual CPR re-certification for paramedics. It is further understood that this re-certification shall be delivered as part of continuing medical education delivered by the employer. The employer will provide this certification to paramedics, at the required interval for re-certification in accordance with the BLS Patient Care Standards provided that maintaining valid CPR certification remains a requirement for paramedics, mandated by the MOHLTC.

Schedule for CME Training

Training dates are offered within the language of the collective agreement to afford appropriate time to plan accordingly. Paramedics are entitled to first be able to choose a date out of those offered up to the maximum capacity in one class. If a date has not been chosen prior to the due date, a date will be assigned during the Paramedic's regular scheduled shift at regular time. Once a date is selected or assigned, this is deemed to be an assigned shift and is subject to the collective agreement as any other shift would be. The Paramedic is expected to attend the date selected or assigned or may be subject to discipline as per the appropriate section of the collective agreement. Within reason, switches may be requested, must be done through the scheduler and cannot bring the total in class beyond capacity.

27.05 **Union Leave – Executive Board Members**

- (a) Upon request by the Union, confirmed in writing and provided that reasonable notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to one (1) employee elected as Executive Board Member and/or Executive Officer of the Central Union, for the purpose of conducting the internal business affairs of the Union. The foregoing is

contingent upon a suitable replacement being obtained and no overtime costs being borne by the Employer.

- (b) The Union will reimburse the Employer for the salary and benefit paid to members of the Executive Board or Executive Officers granted leave under this Article.

27.06 **Union Position Leave – F.T.**

When an employee is elected as the Union's President or First Vice-President (Provincially) the Union will immediately following such election advise the Employer of the name of the employee so elected. A leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The filling of the position will be by part-time on six month contracts.

When an employee is elected as the Union's President or First Vice-President (Provincially) the Union will immediately following such election advise the Employer of the name of the employee so elected. A leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The filling of the position will be by part-time on six month contracts.

The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

27.07 **Union Event Scheduling**

Where a Union event, that would normally have time booked off to attend, occurs on a shop steward's regularly scheduled day off, the local President may request that the shop steward be allowed to do a shift exchange into an open shift on the same day of the event which they will then be subsequently booked out of at OPSEU's cost. Such shift exchanges must meet with the requirements of Article 19.02, must not incur overtime and be subject to coverage availability. The shop steward and the Employer will determine the shift that the employee switches out of at a mutually agreeable time.

ARTICLE 28 - PREGNANCY AND PARENTAL LEAVE AND TOP-UP

(Applicable to Full time and Part time Employees)

- 28.01 Supplementary Unemployment Benefit will be based on the Employee receiving the twelve (12) month rate of Employment Insurance Benefits as established by the Government of Ontario. In respect of the period of pregnancy leave, payments made according to the Employers' Supplementary Unemployment Benefit Plan will consist of the following:

- (a) For the one week Employment Insurance waiting period, payments equivalent to seventy-five percent (75%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave; and
- (b) Up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance (EI) benefits the employee is eligible to receive and any other earnings received by the employee, and seventy-five percent (75%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave.

28.02 Supplementary Unemployment Benefit will be based on the Employee receiving the 12 month rate of Employment Insurance Benefits as established by the Government of Ontario. In respect of the period of parental leave, payments made according to the Employers' Supplementary Unemployment Benefit Plan will consist of the following:

- (a) For the one week Employment Insurance waiting period, payments equivalent to seventy-five percent (75%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy/parental leave; and
- (b) Up to a maximum of twelve (12) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and seventy-five percent (75%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy/parental leave.

28.03 The Employer agrees that a pregnant employee will not be required to take light duties unless a doctor's note is provided which supports such assignment.

ARTICLE 29 - HEALTH PLAN BENEFITS

(Applicable to Full time only)

29.01 The Employer will pay one hundred percent (100%) of the premium cost of the mutually agreeable Plan for Semi-Private Hospital Care and Extended Health Care (no deduction drug plan). The specific details are set out in the Insurance Plans which form a part of the agreement. Increase hearing aids from \$500 to \$1,000.

29.02 Dental Plan

The Employer agrees to pay one hundred percent (100%) of the monthly premium for dental care equivalent to the mutually agreed to Dental Care Plan 9, in accordance with the current Ontario Dental Association Schedule of Fees.

The Employer also agrees to pay one hundred percent (100%) of the monthly premium for Orthodontic Service on the basis of 50% reimbursement of eligible charges up to a lifetime maximum of fifteen hundred dollars (\$1,500) per dependent.

29.03 Vision Care

The Employer shall pay one hundred percent (100%) of the premium cost for a vision care program on the basis of five hundred dollars (\$500.00) benefit per dependent every twenty-four (24) months. The plan shall also cover the cost of one eye exam per person in each twenty-four month period to a maximum of \$75.00.

29.04 Long Term Disability

The Employer shall pay the cost of a mutually agreeable long term disability plan which shall provide two (2) year own occupation coverage up to seventy-five percent (75%) of an employee's income up to age sixty-five (65).

NOTE: Maximum monthly coverage will increase to \$6,000.

29.05 Life Insurance

The Employer shall pay the cost of a mutually agreed upon Group Life Insurance Plan with dependent coverage and an Accidental Death and Dismemberment Plan for all employees. The schedule of benefits shall not be less than twice the amount of the employee's annual salary.

29.06 Personal Liability Insurance

Employees will continue to be covered for the purposes of liability or legal action arising during the course of their employment by the County's insurance plan.

29.07 Part-Time Pay in Lieu of Benefits

A part-time employee shall receive in lieu of all fringe benefits including holiday pay and sick leave pay (being those benefits paid to an employee in whole or in part by the Employer as part of a direct compensation or otherwise, save and except salary,

vacation pay, bereavement pay, jury and witness pay and any other leave entitlements as defined by the *Ontario Employment Standards Act*) an amount equal to twelve percent (12%) of their straight time hourly rate for all straight time hours paid. Where a part-time employee participates in OMERS they will receive six percent (6%) of their straight time hourly rate for all straight time hours paid.

A part-time employee who is awarded a temporary full-time position will continue to receive a percent in lieu of benefits.

29.08 **Retirement Benefits**

Employees retiring with 20 years of service within the County of Northumberland or any area Municipalities within the County of Northumberland and or Lakeshore Paramedics and age 60 shall be entitled to Medical, Dental and Vision Benefits as identified under the current plan. Employees would also be entitled to Life Insurance, to a maximum of \$10,000. All Benefits cease at age 65.

Employees retiring before age 65 and not earlier than age 55, and having accumulated 20 years of service within the County of Northumberland or area Municipalities or Lakeshore Paramedics must purchase the benefits as outlined above immediately upon their retirement from the County under the condition that the employee would be responsible for 50% of the cost up to age 60. The County would then assume 100% of the cost to age 65.

ARTICLE 30 – PENSIONS

(Applicable to Full time and Part time Employees)

30.01 The Employer will contribute payments to the OMERS pension plan on behalf of each eligible employee. Contributions will be made in accordance with the terms of the plan (exclusive of CPP contributions). This contribution will be subject to a matching contribution to the pension plan by the employee.

ARTICLE 31 - COPIES OF THE AGREEMENT

(Applicable to Full time and Part time Employees)

31.01 The parties agree to share equally the cost of printing the Collective Agreement by the Union.

ARTICLE 32 - WORK PERFORMANCE INQUIRY/NOTICE OF INVESTIGATION

(Applicable to Full time and Part time Employees)

32.01 An employee shall be notified in writing of any expression of dissatisfaction concerning their work within seven (7) days of the event or issue, if the Employer is aware of their specific issue. This notice shall show particulars of the work performance which led to the dissatisfaction. Employees may review their personal file under the supervision of the Employer, during the Employer's normal working hours. This will be deemed a "Work Performance Inquiry". Such inquiry shall not be part of an employee's file.

- (a) In the event that a formal investigation is required as a result of an internal or external matter, being brought forward for details of the employees details at work require accountability for the application of the role as a paramedic, clinical or otherwise, the paramedics will be notified of the issue within seven (7) days of the Employer becoming aware of the requirement for a formal investigation and this will be deemed a "Notice of Investigation".
- (b) In the event that the Employer requires further information or clarification on any matter that may or may not result in either a Work Performance Inquiry or a Formal Investigation, the Employer will contact the employee within seven (7) days of becoming aware of the need to gather information through a "Request for Information". If the Employer is satisfied with the information and there is no requirement for the investigation or Work Performance Inquiry then the Employer will summarize and close the file. Should the Employer determine through the Request for Information, that a formal investigation is required, the employee will be notified as per Article 32.01(a) and should the Employer determine that there is a work performance issue, the employee will be notified as per Article 32.01(a).
- (c) An employee who is under investigation shall receive results/decisions pertaining to the investigation in a timely manner.

32.02 The disciplinary record of an employee will not be used against such employee and any notice of investigation or disciplinary letter shall be removed from their file at the end of a twelve (12) month period provided they have achieved a period of twelve (12) discipline free months from the date of their most recent similar discipline.

SCHEDULE "A" - WAGE RATES: FULL-TIME/ PART-TIME

CLASSIFICATION		START	1 YEAR	2 YEARS
PCP As per ALS PCS	April 1, 2024			
	3%	41.90	43.24	44.48
	June 25, 2024			
	\$1.00/hour	42.90	44.24	45.48
	April 1, 2025			
	3%	44.19	45.57	46.84
ACP As per ALS PCS	April 1, 2026			
	3%	45.52	46.94	48.25
	April 1, 2024			
	3%	46.32	47.74	49.09
	June 25, 2024			
	\$1.50/hour	47.82	49.24	50.59
	April 1, 2025			
	3%	49.25	50.72	52.11
	April 1, 2026			
	3%	50.73	52.24	53.67

LETTER OF UNDERSTANDING #1 - Work Schedules

The Employer agrees to meet the Union to discuss work schedules and agrees to consider any schedules proposed by the Union. The threshold for approval of a schedule will be at least sixty-five percent (65%) of the full-time staff affected by the proposed schedule, signified by means of a verifiable choice.

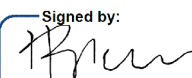
The Employer reserves the right to approve any schedule. Changed schedules will be permitted once per term of the Contract, provided the above terms are met

AGREED to by the parties, at Cobourg, Ontario, this 18 day of March, 2025.

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

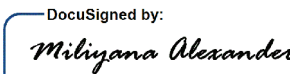
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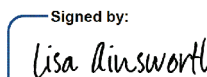
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NORTHUMBERLAND COUNTY
EMERGENCY SERVICES

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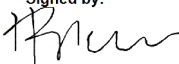
LETTER OF UNDERSTANDING #2 - Extended Hours of Work

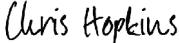
The *Employment Standards Act* has been amended to provide all employees with the opportunity to refuse to work more than 8 hours per day and/or 48 hours per week. In order for us to maintain an effective Land Ambulance service and allow employees to work their current schedules the parties agree that the maximum hours of work per day and per week as prescribed in the *Employment Standards Act* may be exceeded by the Employer to a maximum of 60 hours per week upon the Director of Employment Standards approval.

AGREED to by the parties, at Cobourg, Ontario, this 18 day of March, 2025.

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

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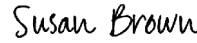
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LETTER OF UNDERSTANDING #3 - Job Sharing

The Employer will review requests for job sharing as to their feasibility and potential. Any such requests to job share will not incur a cost increase to the Employer.

If the request is denied, the Employer will provide the reasons for the denial to the employee making the request for the job sharing arrangement.

The employer will permit up to four (4) employees to participate in a job share program at one time. Competitions for these positions shall be consistent with Article 15 of the Collective Agreement. For the purpose of this agreement, the terms "job sharer" and "employee" shall be synonymous.

A call for job-share will be issued at the end of November with a start date the first full pay period in January and ending in the last pay period of December.

Below outlines the conditions of the agreement:

1. The job sharer will continue to work one half (1/2) of the shifts of their regular full-time position. In the event there are at least two (2) or up to four (4) job sharers, each resulting pair of vacancies will be filled with a temporary full-time contract position.
2. In the event a job sharer wished to bid on another FT opening, that position will then become the job sharers "home" position" and backfilled with PT to the end of the job share term. Should the job share be extended, that "home" position will be offered as a FT contract for the remainder of the 12-month term.
3. The commitment to the job-share program shall be for a twelve (12) month term beginning the first pay period in January and ending the last pay period in December. The four (4) job sharing positions will be posted once annually. No more than two (2) job sharing position will be filled by advanced care paramedics (ACPs). When no longer participating in the job share program, the employee will return to full-time status and when doing so, receive prorated paid vacation entitlement.
4. The job sharer agrees to be treated as a part-time employee with the exception of Article 19.03 (d) (e), and (f) of the Collective Agreement.

5. Seniority shall accumulate in accordance with Article 14.06 of the Collective Agreement.
6. In the event of a base re-bid, the job sharer will participate as if they were on the regular full-time roster in accordance with their seniority.
7. If applicable, each pair of job sharers will decide which of their positions to share. If the pair is unable to agree, they will share the more senior employee's position.
8. The proposed schedule for each job sharer is included in Appendix A
9. Changes to the proposed schedule shall be in accordance with Article 19.03 (a) of the Collective Agreement.
10. The job sharer is fully responsible for the shifts they are scheduled for and can only change shifts by shift trade in accordance with article 19.03 (a) of the Collective Agreement.
11. With respect to the Collective Agreement's Letter of Understanding # 3 – Work Schedules: the job sharers shall have one (1) vote.
12. Permission shall be granted for time off in accordance with the *Employment Standards Act*.

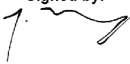
Consideration will be given to requests for non-standard hours of work based on operational needs where a job share is not possible. Such hours will be based on the same terms and conditions of a job share and be limited to two (2) individuals.

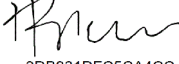
Appendix A:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun

AGREED to by the parties, at Cobourg, Ontario, this 18 day of March, 2025.

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EMPLOYEES UNION

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LETTER OF UNDERSTANDING #4 - PT Call-in Procedure

Call-in: Any shift that comes available after the schedule is posted and is less than seventy-two (72) hours and greater than eight (8) hours from the start time of that shift.
Available Staff: All PT employees who have indicated their availability and under normal circumstances are available to work the shift.

The employer will utilize an electronic scheduling program. Call-ins must be recorded in the system. Call-ins will be documented and retained for the length of the schedule.

All shifts will be offered to PT employees by the number of shifts and seniority and the following process will be followed:

Upon receiving notification that a shift has become vacant, the scheduler shall notify the duty manager by email.

The scheduler will check the master schedule to see who is eligible for the call and showing availability.

Taking into consideration the number of shifts and seniority of those PT employees who are available, the scheduler shall make a call to the designated primary contact number and allow it to ring a minimum of six (6) times unless the phone shifts to voicemail earlier.

The scheduler shall inform the employee of the location, time and date of the shift and, if accepted, a confirmation email will be sent to the employee and copied to the duty manager.

Where the call is received and the shift accepted, the response will be entered into the scheduling system, including who will be taking the shift.

Where the shift has been refused, or where the call has defaulted to voicemail, the scheduler may continue down the call list. If voicemail has been received, a message will be left notifying the employee of the time of the available shift, and the time of the offer.

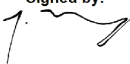
If a busy signal has been received, the scheduler will confirm the number called is correct, and re-attempt the call. If a second busy signal has been obtained, an email will be sent confirming the call out offer and requesting the employee call back within eight (8) hours.

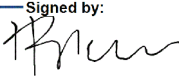
A part-time paramedic who does not reply to a message within eight (8) hours after having received notification will be deemed to have refused the shift as per Article 19.03(f) (vi).

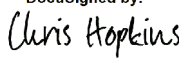
After all eligible part time employees have been contacted and it is confirmed none have accepted, the shift will be offered to all eligible full time employees and compensated as per Article 20.

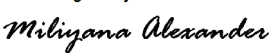
AGREED to by the parties, at Cobourg, Ontario, this 18 day of March, 2025.

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

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LETTER OF UNDERSTANDING #5 - Paramedic Team Lead (PTL)

Paramedic Team Leads will be utilized to cover Superintendents. During the shift the employee shall remain a Union member, pay Union dues, and accumulate seniority.

A Paramedic Team Lead appointed under this section will not be involved with discipline of a Union member, but may perform other immediate operational type duties.

Compensation for performing the duties of a PTL in the assigned shift will be a premium of (\$1) one dollar per hour above their job rate.

The employer agrees that it will post for Paramedic Team Leads. In determining the designation of a Paramedic Team Lead the following factors shall be considered:

- i. Full Time
- ii. skill, competence, efficiency, and ability
- iii. seniority

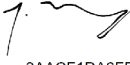
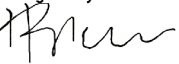
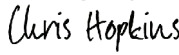
Where in the judgement of the Employer, the factors are relatively equal, seniority shall prevail.

The employer will not add to the current compliment or replace any vacancies that may exist for the duration of the contract.

The employer will provide training to current PTL's as deemed necessary.

AGREED to by the parties, at Cobourg, Ontario, this 18 day of March, 2025.

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EMPLOYEES UNION

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LETTER OF UNDERSTANDING #6 – Community Paramedic (CP) Program

Together, OPSEU/SEFPO Local 381 and Northumberland Paramedics have vested interest in the success of the Community Paramedic Program in Northumberland County. As such, the parties agree to the following terms:

1. A CP is not recognized as a new classification. All Scope of Practice and Controlled Act limitations will be respected. All medical acts will be delegated through an authorized physician and appropriate training will be provided.
2. CP job postings and the process for awarding CP positions will be consistent with Article 15 of the Collective Agreement.
3. A temporary CP contract to backfill absences will align with article 19.10 (new article). In order to be eligible to apply the paramedic must have completed the prerequisite twelve (12) hour training program.
4. In the event that a full-time position becomes available in the ambulance service, a paramedic in a temporary CP full-time position will be eligible to apply. If awarded the position, the paramedic will have two (2) options. The paramedic may move into the ambulance service position with six (6) weeks' notice, following article 19.02, from the date of the award or may remain in the CP role with the ambulance service position becoming their home position.
5. Ambulance service shifts vacated due to an employee's CP placement will be backfilled according to the collective agreement.
6. Should the employer desire to fill an open CP shift they will do so in accordance with Articles 19.02, 19.03 (a), 19.03 (d) and 20 of the Collective Agreement with those paramedics who hold qualifications for working as a CP and have worked a shift in the last 90 days to ensure the CP is up to date with current practices and processes. The online community paramedic training course will continue to be available.
7. In the event that the CP program funding is decreased or discontinued, all full-time paramedics would return to the home position, and part-time CPs would return to the part-time paramedic roster, as these are all temporary contracts.
8. Full-time Community Paramedics will not lose their assigned placement on the full-time ambulance service schedule due to participation in the program. In the event of a re-bid or a vote on a shift pattern change, they will not lose their opportunity for full participation.

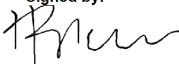
9. The employer will ensure that both full-time and part-time paramedics participating as CPs, maintain their emergency skills and their respective certification with the Central East Prehospital Care Program (CEPCP).
10. When the ambulance service is down staffed one full ambulance (2 Paramedics) and the efforts to fill the vacancy (or vacancies) as per article 20.02 of the Collective Agreement are exhausted, the employer will redeploy scheduled CPs to fully complement the ambulance service.
11. Where practical, the employer will ensure CPs are provided with safety equipment that is the same or comparable to the safety equipment available to their ambulance service counterparts. Community paramedics are not excluded from having the right to refuse unsafe work that is afforded to workers by the Occupational Health and Safety Act.

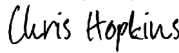
AGREED to by the parties, at Cobourg, Ontario, this 18 day of March, 2025.

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

NORTHUMBERLAND COUNTY
EMERGENCY SERVICES

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LETTER OF UNDERSTANDING #7 - Article 18 ACP Training

Between
Northumberland Paramedics
AND
OPSEU/SEFPO Local 381

Recognizing that the opportunity for Local 381 paramedics to take paid leave to pursue ACP training is constrained under Article 18 by budgetary approval by the County of Northumberland, and given historical lack of budgetary approval for such purposes has rendered the Intent of Article 18 effectively moot, the parties wish to enter into an agreement to provide an alternate arrangement for the duration of the present collective agreement to provide opportunity for up to two paramedics per year to receive financial support for approved ACP training.

Upon completion of the present collective agreement on March 31, 2027, the parties agree to resume the full terms and conditions of Article 18 unless both parties agree to new terms during the renewal process.

Commencing upon execution of this agreement, in the event that an employee is the successful applicant for participation in ACP training, such employee will be entitled to a job-protected leave of absence to allow them to attend to the requirements of the program. Both full-time and part-time employees will have the opportunity to modify the number of shifts they work based on this agreement, effectively taking partial leave.

Two employees will be granted financial support from the County within the following terms and conditions:

- a) Subject to the employee's selection, the Employer will:
 - Establish a \$30,000 time bank for each employee undergoing ACP training related to this LOU and, subject to operational demand, the time in that bank shall be used at each employee's discretion as it relates to the ACP program; or
 - Advance up to \$30,000 to each employee undergoing ACP training related to this LOU for the purpose of paying for schooling and related expenses, subject to Revenue Canada guidelines.
- b) Should the time bank option be selected, paid leave will be capped at \$30,000 for the duration of the leave period less employee pension contributions and all other statutory deductions.

- c) If leave is taken, the seniority date for full-time employees will remain unaffected during this period, part-time seniority shall be calculated by taking the sum of actual hours worked and banked time utilized. Hours utilized from the bank shall be recognized as shifts as they pertain to Article 19.03 (d) of the Collective Agreement.
- d) An employee must have been employed with the Employer for a minimum of two (2) consecutive calendar years and must have completed their probationary period in order to apply for this financial assistance.
- e) Part-time employees accepted into ACP training shall continue to be scheduled for shifts in accordance with 19.03 (e) & (f). The employee's training status will be considered as an acceptable extenuating circumstance for refusing more than three (3) shifts to a maximum of four (4) shifts in a calendar month. It is understood that part-time employees accepted into the program will, when the opportunity arises, apply to be a full-time employee with Northumberland Paramedics.
- f) It is understood that the employee will provide the scheduler with their regular school days in order to assist in scheduling. It is further understood that employees will not be eligible for any overtime shift that will conflict with their regular school schedule or, if applicable, one that occurs during any period booked off using the \$30,000 time bank.
- g) The terms of this agreement effectively replace Article 18.01 and 18.07 of the Collective Agreement for the duration of this agreement. All other terms and conditions of the Collective Agreement continue to apply, including but not limited to Articles 18.02, 18.03, 18.04 18.05, and 18.06.
- h) In the event the employee voluntarily leaves the training program or is involuntarily removed, as per Article 18.05, the employee will be required to reimburse to the County all monies paid/received for the program by the Employer, excluding the employer's pension contributions on this money. The employee will be offered a reasonable repayment plan in the event that such monies are to be returned. Employees recognize and agree through individual training contracts their obligation to reimburse the County as outlined above. Seniority shall not be clawed back in these circumstances.
- i) Should an employee leave the employ of the Employer within three (3) years (or equivalent hours), from the date of successful completion of the ACP program, the employee will be required to reimburse the County up to \$30,000, prorated based on the number of months (or equivalent hours), remaining in the three (3) year agreement. Any employer pension contributions based on this amount will be forgiven. The same shall apply for any employee who does not complete a total of

three (3) years of service (or equivalent hours), as a Northumberland Paramedics ACP due to any certification issue. The Union agrees that employees will be required to enter into individual contracts that shall only outline their obligation to reimburse the County.

- j) Upon successful completion of the ACP program and having remained in good standing as an employee with the Employer for a period of three (3) years (or equivalent hours), the County will consider the \$30,000 advanced to the employee as a grant and thereby release the employee from any obligation to reimburse all or part of the this training subsidy.
- k) Unless otherwise mutually agreed, Employees will notify the Chief, in writing, of their intent to use this agreement by July 1st of the year prior to the start date of the program and will be prioritized.

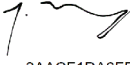
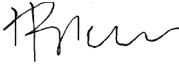
Should there be more than two (2) employees applying under the terms and conditions of this Letter of Understanding, employees with the most seniority shall be awarded this financial assistance.

Due to the extent of the financial commitment as noted above, staff approved to participate in the above noted program will not be entitled to apply for financial assistance through the Human Resources Employee Learning & Development program, Policy 4.5.2.

This agreement will not apply retroactively to any employee who is presently enrolled in an ACP training program or who has previously completed ACP training while employed by the County of Northumberland.

AGREED to by the parties, at Cobourg, Ontario, this 18 day of March, 2025.

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

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EMERGENCY SERVICES

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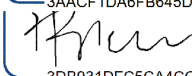
LETTER OF UNDERSTANDING #8 – Float Positions

The parties agree to following concerning full time Float positions:

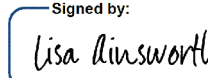
1. Float Paramedics will be defined as regular full-time employees who average forty-two (42) weekly hours of work over a six (6) week period. Float Paramedics are not permanently assigned to a location, however, are assigned to a platoon.
2. It is understood that a Float Paramedic may be assigned to any station based on operational requirements.
3. Employees assigned as Float Paramedics shall be scheduled such that there will be a minimum of eight (8) hours off between the end of one scheduled shift and the beginning of the next scheduled shift.
4. It is not a requirement to provide all Float Paramedics with an assigned work location and start time with six (6) weeks' advanced notice.
 - a) All shifts greater than seventy-two (72) hours away will be assigned to the Float via their County email address. Shifts with less than seventy-two (72) hours away will be contacted by telephone.
 - b) Less than twelve (12) hours with no assigned shift, the Float Paramedics will report to Cobourg base at 07:00 (days) or 19:00 (nights) and will be deployed at the commencement of the shift.

AGREED to by the parties, at Cobourg, Ontario, this 18 day of March, 2025.

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