

Collective Agreement

between

**Ontario Public Service Employees Union/Syndicat
des employés de la fonction publique de l'Ontario
on behalf of its Local 647**

and

**District of Nipissing Social Services
Administration Board**

DURATION: January 1, 2023 – December 31, 2025



Table of Contents

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 - RELATIONSHIP	1
ARTICLE 4 - DEFINITIONS	2
ARTICLE 5 - MANAGEMENT RIGHTS	6
ARTICLE 6 - CHECKOFF OF UNION DUES	7
ARTICLE 7 - NO STRIKES/NO LOCKOUTS	7
ARTICLE 8 - STEWARDS AND COMMITTEES	7
ARTICLE 9 - EMPLOYEE/EMPLOYER RELATIONS COMMITTEE	9
ARTICLE 10 - GRIEVANCE PROCEDURE	10
ARTICLE 11 - ARBITRATION	11
ARTICLE 12 - EMPLOYER GRIEVANCE AND UNION POLICY GRIEVANCES	12
ARTICLE 13 - DISCHARGE AND DISCIPLINARY PROCEDURES	13
ARTICLE 14 - SHIFT PREMIUM	13
ARTICLE 15 - HEALTH AND SAFETY	14
ARTICLE 16 - SEVERANCE	14
ARTICLE 17 - PREGNANCY AND PARENTAL LEAVE	15
ARTICLE 18 - PENSIONS	17
ARTICLE 19 - ADVANCE CARE PARAMEDIC TRAINING (ACP)	17
ARTICLE 20 - JOB SECURITY	18
ARTICLE 21 - PERFORMING BARGAINING UNIT WORK	20
ARTICLE 22 - HOURS OF WORK	20
ARTICLE 23 - OVERTIME/ON CALL/STAND BY/CALL BACK	23
ARTICLE 24 - CALL IN PROCEDURE – SHIFT ROTATION LISTS	25
ARTICLE 25 - VACATIONS	26
ARTICLE 26 - DESIGNATED HOLIDAYS AND/OR STATUTORY HOLIDAYS	27
ARTICLE 27 - SICK LEAVE/PERSONAL LEAVE	28
ARTICLE 28 - LEAVE OF ABSENCE	29
ARTICLE 29 - SENIORITY	32
ARTICLE 30 - LAY-OFF AND RECALL	34
ARTICLE 31 - BENEFITS	36
ARTICLE 32 - UNIFORMS /MEAL ALLOWANCE/TRAVEL	37
ARTICLE 33 - WAGES	39
ARTICLE 34 - PRINTING OF AGREEMENT	39
ARTICLE 35 - DURATION	40
APPENDIX “A” WAGE RATES	41
Letter of Understanding Re: Scheduling and Shift Distribution	42
Letter of Understanding Re: NRA 60 for Paramedics	43
ESSENTIAL SERVICES AGREEMENT	44
Letter of Understanding Re: Quarantine	46
Letter of Understanding Full Time Early Retirement Benefits	47

ARTICLE 1 - PREAMBLE

- 1.1 It is the desire of both parties to this agreement:
- (a) To maintain and improve harmonious relations and working conditions of employment between the Employer and the Union;
 - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
 - (c) To encourage efficiency in operation and co-operation in meeting all legislative requirements including *The Ambulance Act* and Regulations and amendments pursuant thereto;
 - (d) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union, and;
 - (e) To serve the Public.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Union as the sole exclusive bargaining agent for all paramedic employees of the District of Nipissing Social Services Administration Board, save and except Superintendents/Supervisors and those above the rank of Superintendent/Supervisor.
- 2.2 The Employer agrees to continue to recognize the Union and the collective agreement upon any expansion of the service.

ARTICLE 3 - RELATIONSHIP

- 3.1 The Employer, the Union and employees agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by any of them or by their representatives or members and includes the obligation of the parties under the *Occupational Health and Safety Act* and the *Ontario Human Rights Code* and Regulations and amendments pursuant thereto.
- 3.2 (a) The Employer and the Union agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's activity or lack of activity, in the Union.

- (b) There shall be no discrimination practiced by reason of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex (gender) including pregnancy, gender identity, gender expression, sexual orientation, age, marital status, family status, or disability as defined in Section 10 of the *Ontario Human Rights Code* except where there is a bona fide occupational requirement.
 - (c) Where application of this agreement adversely affects an employee or group of employees on the grounds listed in (b) above, the parties will negotiate accommodation measures to eliminate discrimination, provided that the accommodation does not cause undue hardship on one party as defined in Section 17 of the *Ontario Human Rights Code*.
- 3.3 It is agreed that the Union will not meet with employees on the premises of the Employer without obtaining permission from the Superintendent or designate, based on operational requirements. The Employer will provide one (1) bulletin board per worksite, for the posting of Union business notices. The Manager or designate will be provided with a copy of the material appearing on the Union bulletin boards. The Employer will allow the Local access and use of the Employer's electronic platform/server to operate as an "electronic Union board".
- 3.4 The Employer agrees to provide a Union Representative as identified by the Local, fifteen (15) minutes to introduce the new employees to the local (including signing union cards), and other Union matters, at a mutually agreeable time.
- 3.5 All correspondence between the parties, arising out of this Agreement shall pass to, and from, either the Manager or designate on behalf of the Employer, and the Staff Representative, on behalf of the Union.

ARTICLE 4 - DEFINITIONS

- 4.1 A full-time employee is defined as an employee who has a regular shift schedule of more than twenty four (24) hours a week or forty eight (48) hours bi-weekly.
- 4.2 A Regular part-time employee is an employee who does not have a regular schedule but will be scheduled in advance when shifts are available. Regular part-time employees will have the opportunity to request their preferred home region (South Region – South Algonquin, North Region – North Bay, West Nipissing, Temagami and Mattawa) on the basis of seniority and the Employer will endeavour to schedule part time employees at their preferred region when the schedule is posted. The Employer reserves the right to limit the number of part-time employees per region and if necessary, will assign employees to a region in reverse seniority order.

- 4.3 A Casual employee is an employee who does not have a regular schedule and is not scheduled in advance.
- 4.4 All part-time employees will be required to identify their availability in advance, for three (3) month periods. Regular Part time employees are required to provide their availability as follows:

Submit availability by:	For periods:
October 1 (previous year)	January 1 st to March 31 st
January 1 st	April 1 st to June 30 th
April 1 st	July 1 st to September 30 th
July 1 st	October 1 st to Dec 31 st

Availability can be changed with Employer approval, provided the employee provides at least two (2) weeks' written notice and maintains their minimum availability commitment as outlined below. Approvals shall be based on operational needs.

All part-time employees' commitment to be available as required by the Employer will include the following conditions:

- Available to work a minimum of 10 days out of every 28 days, which must include two weekends (i.e. shifts commencing between Friday night shift and the conclusion of the Sunday day shift).
- Available to work December 25th and December 26th or December 31st and January 1st in alternating years.
- Available to work all shifts as determined by the Employer's start/stop times and reporting locations.

To fulfill the minimum commitment, part-time employees must be available for the full period starting at 1600 the previous day and ending at 1900 the following day (i.e. 27 hours total). It is understood that part-time employees can provide additional availability that may be more limited in scope.

All work available shall be distributed as equitably as possible (starting with the most senior person based on seniority) amongst all part-time employees. It is recognized that the Employer shall not be required to assign any hours which may result in overtime pay.

For the purpose of this Article, part-time vacation shall be considered time worked.

- 4.5 A shift will be recognized as the total hours of scheduled work and will also include on-call work, for purposes of vacation.

- 4.6 An Acting management position means a temporary position outside the bargaining unit. Where an employee accepts an acting management position, they shall continue to pay dues to the Union and accumulate seniority. It is understood that they shall continue to have their rights and obligations under the provisions of the Collective Agreement notwithstanding any additional compensation they may receive while in the acting position. If the individual (acting position) exceeds six (6) months in duration, the employee shall forfeit their bargaining unit status including their seniority, unless the Employer and the Union agree otherwise.

4.7 Temporary Employee

A Temporary Employee is an Employee who is engaged by the Employer for a specific term or specific task for a period not to exceed eighteen (18) months, which has been established prior to employment. The Temporary Employee will assume the normal hours of work of the person they are replacing, or the position being held.

The release or discharge of such persons shall not be the subject of a grievance or arbitration, unless the termination is in bad faith. Temporary Employees shall not be entitled to apply as an internal candidate for job postings pursuant to Article 22.6. However, temporary employees may demonstrate an interest in a permanent job posting by submitting an application within the defined job posting period, and such employee will be considered for the position after all permanent employees and prior to the consideration of external applicants.

A Temporary Employee who, without a break in service, becomes a permanent Employee in the same classification is entitled to credit the temporary service accumulated towards their seniority. The probationary period can only be completed during permanent service.

4.8 Temporary Position

“Temporary Position” shall mean a position that is created when additional staff is required during periods of increased workload, to replace permanent Employees who are absent or to fill temporary vacancies created as a result of specially funded projects.

Temporary work assignments shall not exceed twelve (12) months in duration without Union approval unless filling in for absent Employees on pregnancy/parental leave, LTD, or WSIB. Temporary work assignments created as a result of special project assignments may not exceed twenty-four (24) months unless agreed to by the parties.

Full-time temporary vacancies or temporary positions expected to exceed sixty (60) days shall be posted in accordance with Article 22. Any temporary vacancy of less than sixty (60) calendar days or any Part-time temporary vacancy of any length will be filled at the Employer's discretion.

A Regular Part-time Employee who is awarded a temporary full time position shall retain their Regular Part time status while filling the Full-time position.

Upon completion of the period of work in the temporary position, Bargaining Unit Employees shall return to their former position and appropriate rate of pay. Employees who accept a temporary full time position may not apply for another posting for six (6) months if the Employee is still in the temporary position, unless the posting would result in a permanent change in status.

4.9 Acting Non-Union Superintendent

It may, on occasion be necessary to have bargaining unit employees backfill a Superintendent's position and on those occasions the following shall apply:

- Employees who accept the assignment of an Acting Superintendent do so strictly on a voluntary basis and it is understood that the job posting provisions of the collective agreement do not apply to the selection process;
- Acting Superintendents are to remain bargaining unit employees, but are performing non-bargaining unit work when working as an Acting Superintendent. However, union dues will not be payable and seniority hours will not accrue for hours worked as an Acting Superintendent;
- Acting Superintendents shall not participate in any disciplinary process nor conduct an investigation involving another bargaining unit employee;
- In the event of a strike/lockout or any other labour dispute, an Acting Superintendent shall be solely assigned to their bargaining unit position;
- Vacations will be scheduled under Article 26 prior to assigning Acting Superintendent shifts; and
- Employees will be paid in accordance with the non-Union compensation grid and non-Union compensation policies for all hours worked as an Acting Superintendent.
- Acting Superintendents may request not to be scheduled in the same platoon that they are in as a paramedic, unless there are last minute sick calls.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The Union recognizes and acknowledges that the management of the stations and direction of the working force are fixed exclusively with the Employer.
- 5.2 Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of management's rights to include:
- (a) The right to direct the working force;
 - (b) The right to plan, direct and control the operation of the Paramedic Service;
 - (c) The right to introduce new and improved methods, facilities and equipment;
 - (d) The right to determine work schedules, assignments and methods of doing work;
 - (e) The right to determine in its discretion at all times the number of employees and the amount of supervision necessary;
 - (f) The right to formulate policies, rules and regulations to be observed by the employees as set out in the Employer's Policies and Procedures Manual;
 - (g) The right to establish standards of care and quality;
 - (h) The right to determine the nature and scope of the Paramedic Service which the Employer will provide and the increases or decreases in employment;
 - (i) The right to hire, assign, discharge, transfer, promote, demote, direct, classify, lay-off, recall or discipline provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (j) The right to operate the Paramedic Service so as to provide appropriate Paramedic Service in a manner consistent with the obligations of the Employer to the Ministry of Health and the general public;

All the rights reserved to management herein are subject to the provisions of this Agreement, and shall be exercised in a manner that is fair, reasonable and consistent with the terms of this Agreement.

ARTICLE 6 - CHECKOFF OF UNION DUES

- 6.1 The Employer shall deduct from the regular pay of each employee in the bargaining unit, from the first day of employment 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 Accounting Department, 100 Lesmill Road, North York, Ontario, not later than the 15th day of each month following deduction. The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence, and may be either in hard copy or electronic copy.

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.

- 6.2 The employer agrees to include on the T4 slips of each employee affected by this Article the annual total of dues deducted.
- 6.3 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.
- 6.4 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 7 - NO STRIKES/NO LOCKOUTS

- 7.1 The Employer agrees that there will not be any lockout of its employees and the Union agrees that there will not be any strike or 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 8 - STEWARDS AND COMMITTEES

- 8.1 The Employer recognizes the right of the Union to appoint or otherwise select eight (8) stewards from amongst the membership. The names and area of the stewards shall be given to the Manager or designate in writing and the Employer shall not

be required to recognize any such steward until it has been so notified. Employees have the right to have the steward of their choice represent them, provided their steward of choice is available (virtually or in person) and their participation will not delay the process by more than one (1) hour.

8.2 The rights of stewards to leave their work without loss of pay to attend to Union business is granted on the following conditions:

- (a) the time taken shall be devoted to prompt handling of necessary union/management relations;
- (b) the time taken shall not interfere with the due and efficient operation of service;
- (c) the steward concerned shall obtain the permission of their Manager or designate before leaving their work, and shall report to their Manager or designate upon their return;
- (d) the Employer reserves the right to limit such time if it deems the time so taken to be excessive.

8.3 Employees who are officially involved or are representing OPSEU/SEFPO during local grievance or local collective agreement negotiations shall be granted time off without loss of pay or benefits.

8.4 Employee Right to Representation

Where a Superintendent or other Employer representative intends to meet with an employee:

- (a) for disciplinary purposes;
- (b) to investigate whether discipline is appropriate;
- (c) for termination of employment;
- (d) for matters related to the development, implementation and administration of an accommodation or return to work plan;
- (e) for layoff/surplus; or
- (f) any other provision in the collective agreement where the right to representation is referenced;

Employees will be informed of their right to have a Union steward present.

ARTICLE 9 - EMPLOYEE/EMPLOYER RELATIONS COMMITTEE

- 9.1 An Employee/Employer Relations Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer, with the capacity of either party to bring in an additional resource person or observer upon prior notice of at least twenty-four (24) hours. The Committee shall enjoy the full support of both parties in the interest of maximum service to the public.
- 9.2 The Committee shall concern itself with the following general matters:
- (a) considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees;
 - (b) operating efficiency;
 - (c) improving service to the public;
 - (d) fulfilling the obligations of the Health and Safety legislation and this Agreement;
 - (e) promoting safety and sanitary practices;
 - (f) reviewing suggestions from employees, questions of working conditions and services;
 - (g) correcting conditions which may result in grievances and misunderstandings;
- 9.3 The Committee shall meet at least once every three (3) months at a mutually agreeable time and place.
- 9.4 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of the Collective Agreement.
- 9.5 The Committee shall not supersede the activities of any other Committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 9.6 Committee recommendations shall be responded to by the Union or the Employer in writing within thirty (30) business days.

- 9.7 The Chairperson at the first meeting shall be named by the Employer and thereafter shall alternate between a member of the Committee selected by the Union and a member selected by the Employer. The Employer will provide a minute taker who shall keep the minutes of the meeting. Copies of the draft minutes will be provided to the Employer and the Union within ten (10) business days of the meeting and the parties agree to review and approve the minutes electronically in a timely fashion and such will be distributed electronically to all employees within ten (10) business days.
- 9.8 Notwithstanding the foregoing, it is understood and agreed that meetings of the Committee may have to be delayed or curtailed due to the operational requirements of the Employer
- 9.9 The parties will develop Terms of Reference for the EERC within six (6) months of ratification.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.1 A grievance shall be defined as a dispute involving the application, administration, interpretation or alleged violation of this Agreement.
- 10.2 If an employee has a complaint, the employee must first give opportunity to their Superintendent/Commander or designate to discuss and resolve the complaint before filing a grievance.

Complaint Stage (Step 1)

The complaint must be filed within fifteen (15) business days of the event giving rise to the grievance or fifteen (15) business days when the grievor ought to have reasonably become aware of the event giving rise to the complaint/grievance. The Superintendent or designate will provide a response to the complaint within ten (10) business days.

Step 2

If the complaint is not resolved as indicated in Step 1 above, the employee may file a grievance in writing with the Chief of Paramedic Services or designate within fifteen (15) business days after the response to the complaint.

The Chief of Paramedic Services or designate may convene a meeting with the parties and will provide a response within fifteen (15) business days from receipt of the grievance.

The grievor through the Union will invoke the arbitration provisions of this Agreement, within fifteen (15) business days of receipt of the response from the

Chief of Paramedic Services or designate, by notice in writing. If no such written request for arbitration is received within the time limit, then the grievance shall be deemed to have been abandoned.

- 10.3 It is understood that a probationary employee may not grieve their discharge unless it is done on a bad faith basis.
- 10.4 The above time limits may be extended by mutual agreement between the parties to this Agreement, however, such agreement must be confirmed in writing.
- 10.5 It is agreed that "business days" referred to in Articles 10 and 11 for time limits shall not include Saturdays, Sundays or Designated Holidays and/or Statutory Holidays.

ARTICLE 11 - ARBITRATION

- 11.1 The parties agree that any dispute or grievance concerning the application, administration, interpretation or alleged violation of this Agreement, and which has been carried through all the stages of the grievance procedure and which has not been settled, shall within fifteen (15) business days be submitted to arbitration by either of the parties who will give notice to the other party of their submission.
- 11.2 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance procedure.
- 11.3 Any grievance referred to arbitration by the parties, including any questions as to whether a matter is arbitrable, shall be determined by a sole arbitrator agreed to by the parties. When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out in Article 11.1 above, and at the same time propose a sole arbitrator to be used. Within seven (7) business days, the other party shall agree in writing to the proposed arbitrator, or propose alternate names(s). Failing agreement within twenty-one (21) calendar days an appointment may be made by the Minister of Labour at the request of either party. The parties will share equally the fees and the expenses of the sole arbitrator. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement. The decision of the arbitrator will be final and binding upon parties hereto and the employee(s) concerned.

- 11.4 An employee, in addition to the grievor, whose attendance is required by the Union at arbitration hearings shall receive permission to be absent from work, with their pay and credits maintained and billed to the Union providing the employee provides the Employer with ten (10) days written notice. If the Employer requires the attendance of an employee at an arbitration hearing, it will be paid by the Employer without loss of pay or other credits.
- 11.5 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to s.48(16), *Labour Relations Act*.
- 11.6 Expedited Arbitration and Mediation/Arbitration: The parties may agree to refer one or more grievances to an arbitrator/mediator or a mediator for the purpose of resolving such grievance(s) in an expeditious manner.

ARTICLE 12 - EMPLOYER GRIEVANCE AND UNION POLICY GRIEVANCES

- 12.1 It is understood that the Employer may submit to the Union a grievance that a contractual obligation undertaken by the Union in this Agreement has been violated or that conduct of any union officials has violated the terms of this Agreement. Such grievance, if not resolved by verbal discussion shall be reduced to writing and delivered or forwarded to the OPSEU/SEFPO Staff Representative or designate, whereupon it shall be discussed at Step 2 of the Grievance Procedure. Failing satisfactory settlement within fifteen (15) business days after the receipt of the Step 2 reply, the Employer may refer the grievance to Arbitration in accordance with the provisions of Article 11 preceding.
- 12.2 Where a grievance arises directly between the Union and Employer (policy grievance) regarding the general application or interpretation of the collective agreement, such a grievance may be submitted directly to Step 2 of the grievance procedure within fifteen (15) business days after the circumstances giving rise to the grievance occurred or originated or from when the Union ought reasonably become aware of the event giving rise to the grievance. If it is not satisfactorily settled it may be referred for arbitration in the same manner and to the same extent as the grievance of an employee.
- 12.3 It is agreed that "business days" referred to in Article 12 for time limits shall not include Saturdays, Sundays or Designated Holidays and/or Statutory Holidays.

ARTICLE 13 - DISCHARGE AND DISCIPLINARY PROCEDURES

- 13.1 In the event that the Employer initiates disciplinary action against an employee, such disciplinary action shall be confirmed in writing by letter to the employee involved (with a copy to the Chief Steward or designate and the steward representing the employee) setting forth the action taken and the penalty imposed.
- 13.2 A claim by an employee who has completed the probationary period that they have been suspended, discharged or disciplined without cause shall be treated as a grievance and taken up at Stage Two of the grievance procedure within five (5) business days of such suspension or discharge.
- 13.3 An employee shall have the right to have access to and review the employee's personnel file on reasonable notice and in the presence of the Manager or designate and a steward of the employee's choosing. The employee shall be given the opportunity to initial documents in the personnel file to indicate they have reviewed the contents. Initialing shall not be construed as agreement with the contents.
- 13.4 Discipline
- The disciplining of any employee shall not be used against them in future disciplinary actions provided the employee has been discipline free for eighteen (18) months of active service following the issuance of the discipline.
- 13.5 It is agreed that "business days" referred to in Article 13 for time limits shall not include Saturdays, Sundays or Designated Holidays and/or Statutory Holidays.

ARTICLE 14 - SHIFT PREMIUM

- 14.1 (a) An employee shall receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between 1800 and 0800. Where more than fifty percent (50%) of the hours worked fall within this period, the one dollar and fifty cents (\$1.50) per hour premium shall be paid for all hours worked.
- (b) An employee shall receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between 1800 on Friday and 0800 on Monday.
- (c) Shift premiums shall not be considered as part of an employee's basic hourly rate.

ARTICLE 15 - HEALTH AND SAFETY

The parties agree to abide by the *Occupational Health and Safety Act* as amended from time to time.

- 15.1 (a) The employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- (b) The Employer shall provide safety equipment and protective clothing (including PPE) where the Employer has deemed necessary and requires that such PPE shall be worn by its employees. The Employer agrees to provide the necessary training in the use of any safety equipment or protective clothing.
- (c) The obligation contained herein does not apply to the provision of safety shoes or boots or the provision of clothing. The provision of these items shall be in accordance with specific language in the Collective Agreement related thereto.
- (d) (d) The parties shall develop Terms of Reference for the enhanced functioning of the Joint Health and Safety Committee.

ARTICLE 16 - SEVERANCE

16.1 The following severance pay provisions shall apply:

- (a) An employee with five (5) years of service shall be entitled to receive, on separation from employment, as defined in Article 16.2, severance pay of one (1) week's pay per year of service, up to a maximum of thirty-four (34) weeks of pay. For the purposes of indefinite lay-off 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.

16.2 Such severance pay shall only be provided in cases of separation from employment due to:

- (a) The death of the employee;
- (b) Indefinite lay off, in which case the employee must waive their right to recall from lay off, in writing, as a condition of receiving severance pay. Indefinite layoff means a period of thirty-five (35) consecutive weeks or more of lay off.
- (c) Retirement at age sixty (60) or later into a pension plan, including a disability pension;
- (d) The employee being unable to meet the conditions of employment due to physical or mental reasons which result in a termination by the employer. In such case, payment of severance pay must be into a R.R.S.P., subject to applicable laws, or R.R.I.F. established by the employee. It is understood that if contributions cannot be made into an R.R.S.P. due to contribution caps being exceeded, the remainder of the severance pay is not forfeited but rather is paid out.

ARTICLE 17 - PREGNANCY AND PARENTAL LEAVE

17.1 In respect of the period of pregnancy leave, payments made according to the Employers' Supplementary Employment Benefit Plan will consist of the following:

- (a) For the one week Employment Insurance waiting period, payments equivalent to eighty-five (85%) of the regular 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 eighty-five percent (85%) 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.

17.2 In respect of the period of parental leave, payments made according to the Employers' Supplementary Employment Benefit Plan will consist of the following:

- (a) For the one week Employment Insurance (EI) waiting period, payments equivalent to eighty-five (85%) percent of the regular weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the parental leave; and
- (b) Up to a maximum of twenty (20) 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 eighty-five (85%) percent of the regular weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the parental leave.
- (c) In no event will the top up for an employee accessing Pregnancy or Parental leave exceed the difference between eighty-five (85) % of the employees actual weekly rate of pay that they were receiving prior to the start of the leave, and the Employers EI benefit is calculated without regard to any election by the Employee to receive a lower EI benefit spread over a longer period of time as may be permitted under *the Employment Insurance Act*.

- 17.3 (a) Pregnancy and Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement eligibility for Pregnancy and Parental leave shall be a minimum of thirteen (13) weeks of continuous service with benefits paid to employees.
- (b) The employee shall give written notice at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. In extenuating circumstances, the two (2) week notice period can be reduced.
 - (c) The employee shall confirm their intention to return to work on the date originally approved in subsection (b) above by written notification.

- (d) The Employer does not guarantee light duties and agrees that an employee will not be required to take light duties unless a doctor's note is provided which supports such assignment.
- (e) For the purpose of this article, "parent" shall include a person for whom a child is placed for adoption with the employee.

ARTICLE 18 - PENSIONS

- 18.1 (a) The Employer will maintain the OMERS pension plan into which regular contributions will be made in accordance to the plan for all eligible employees.
- (b) The parties agree to discuss on an annual basis any changes to the OMERS pension Plan at the EERC.
- (c) All part-time employees who participate in the pension plan will have their "Benefit in lieu" payment reduced by two percent (2%) less than the employee's OMERS contribution rate as established by the OMERS Plan.

ARTICLE 19 - ADVANCE CARE PARAMEDIC TRAINING (ACP)

- 19.1 (a) An ACP employee who loses their ACP certification or has it suspended by the Base Hospital Program shall remain employed as a PCP, if qualified. If the employee is not qualified to work as a PCP, they will be assigned alternative duties until the initial attempt at recertification has been completed. During this time the Employer will ensure the remedial training and materials are provided to the employee to be re-certified.
 - (b) A PCP employee who loses their certification or is deactivated shall be assigned alternative duties until the initial attempt at recertification has been completed. During this time the Employer will ensure the remedial training and materials are provided to the Employee to be re-certified.
 - (c) Employees failing re-certification to a minimum PCP within the time limits will be suspended without pay for a period until they can attain such certification, up to a maximum of six (6) months. It is understood that the recertification process is controlled by Base Hospital.
- 19.2 The Employer will pay for any required Ministry of Health training and Professional Development will schedule in-house training and will pay for the cost of maintaining an employee's CPR status after the employee has qualified. All training will be paid

at the employee's regular hourly rate. A reasonable effort will be made to provide such training during the employee's regular shifts. There shall be no loss of pay, benefits or credits for time spent in any mandatory training or any training that the Employer requests an employee attend. The Employer shall pay for the shift that will be required to be taken off in order to attend such mandatory training. (This only applies to shifts missed with the employer).

- 19.3 All full time and part time employees will have access to a \$500.00 training reimbursement to allow them to attend conferences or pay for courses that would be beneficial in their role as a Paramedic, such as a Paramedic conference, an ACLS course or a language course, etc. Unused training reimbursements cannot be carried over to a new year. Conferences and courses must be approved by the Employer.
- 19.4 The Employer will endeavour to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Employer, subject to operational needs.

ARTICLE 20 - JOB SECURITY

- 20.1 For the duration of the Collective Agreement, the Employer agrees not to reduce the normal work week for full-time employees employed on the date of ratification of this agreement subject to any directives concerning staffing patterns or hours of work from the Ministry of Health. In clarification, this provision does not limit the right of layoff subject to any required approvals under the *Ambulance Act*.

20.2 Sale or Transfer of Business

- (a) In the event that there is a sale of the employer's business, the employer agrees to recommend to the purchaser that it give first consideration to the full-time and part-time employees in the bargaining unit for available positions in the business being purchased subject to the necessary ability and qualifications being present. Should less than the full complement of full-time or part-time employees be offered positions by the purchaser, the employer will recommend to the purchaser that offers of employment will be on the basis of seniority subject to the necessary ability and qualifications being present.
- (b) Where an employee is employed by the purchaser at the employee's hourly rate of pay as of the date of the sale and where the employee's service as of the date of the sale is recognized by the purchaser 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 any severance pay unless the employee is eligible for severance pay under Article 16.2(e) (Factor 80) prior to the date of sale.

- (c) In the event that an employee does not receive an offer of employment by the purchaser and is terminated by the employer or receives an offer of employment that is less than their hourly rate of pay as of the date of the sale or that does not recognize their service or seniority as of the date of the sale for the purpose of vacation entitlement, wage grid position and severance pay on termination by the purchaser or death of the employee, they will be eligible for severance pay under the collective agreement whether they decline or accept such job offer.

20.3 Merger of Participating Paramedic Services

- (a) Should a participating employer purchase the Paramedic Services of another participating employer and merge the two Paramedic Services, it is agreed that any employee from the purchased service who is hired into the bargaining unit of the purchasing participating employer will become an employee of the purchasing participating employer under the terms and conditions of the collective agreement between the purchasing participating employer and OPSEU/SEFPO effective on the merger or date of hire, whichever is later.
- (b) Such person's prior service as recognized under the collective agreement between the vendor Participating Employer and OPSEU/SEFPO will be recognized by the purchasing Participating Employer for the purpose of vacation entitlement, wage grid position and severance pay under the collective agreement between the Participating Employer and OPSEU/SEFPO. For the purpose of seniority, such person will be given a seniority date commencing from the date of merger or their date of hire, if later. In the event this results in a common seniority date amongst such employees, for the purpose of any layoff which affects such employees after their date of hire, they will be ranked against each other on the basis of their former seniority under the collective agreement between OPSEU/SEFPO and the vendor participating Employer. In clarity, this does not apply to their ranking against other employees or where there is not a common seniority date.

- (c) This provision is applicable only in the event that a participating Paramedic Services under this agreement acquires the business of a current Participating Employer and then determines that it will merge the ambulance operations of the vendor Participating Paramedic Services into the operations of the purchasing participating Paramedic Services.

20.5 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.

20.6 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.

ARTICLE 21 - PERFORMING BARGAINING UNIT WORK

- 21.1 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 purpose of instruction, in emergencies when bargaining unit employees are not readily available or when necessary to maintain staffing levels and all union members have been offered to work and are unavailable.

ARTICLE 22 - HOURS OF WORK

- 22.1 The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

The normal hours of scheduled work for full-time employees will be an average of sixty-four (64) to eighty-four (84) hours in a bi-weekly period. The normal hours of scheduled work for a part-time employees may be up to an average of forty-eight (48) hours in a bi-weekly period. Hours will be averaged over a four (4) week period, consistent with Article 23.2 b).

Part time and casual employees are not guaranteed any hours of work.

22.2 Shift Exchange

In the event that a scheduled employee does not wish to work their regularly scheduled shift the employee may request a shift exchange with as much notice as possible. Where less than 24 hours notice is provided, employees are required to call their superintendent to request the shift exchange. The following shall apply to shift exchanges:

- (a) The Employer shall not unreasonably withhold consent to a shift exchange request in accordance with this paragraph;
- (b) the employees will exchange shifts within the same pay period;
- (c) all shift exchanges are not considered approved until the schedule has been changed;
- (d) the scheduled employee who has been scheduled to work and who cannot make a shift exchange is then responsible for working the shift that they are scheduled to work; and
- (e) It is understood that the Employer may reject any shift exchange that would result in an additional cost to the Employer or impact staffing levels based on operational needs.

22.3 (a) On Call Shifts

The employee scheduled to work the day shift shall be scheduled for the preceding on-call shift(s).

(b) Rest Periods Between Shifts

Employees who return from a shift overrun or call out which results in less than eight (8) hours rest after the completion of their run and the commencement of their next regular shift, will be placed on reduced work load status at the commencement of their regular shift, without loss of pay or credits to enable them to have a full eight (8) hour rest period between the end of such period and commencement of work on their next regular shift.

On overnight standby should a call be received that would not allow the eight (8) hours free from work, the crew will contact the paramedic superintendent and notify them that the crew will be on a reduced work load status.

Reduced work load status means that a crew is only available for Code 3 or Code 4 calls: no other duties will be completed until such time that the eight (8) hours rest period has been met. In addition, employees who are on-call may remain on-call until the eight (8) hours rest period has been met. Once the eight (8) hours rest period has been met, the crew will be returned to full duty status and will be required to be on-site.

It is understood that when employees are on a reduced workload in order to facilitate the rest period and are in receipt of their regular wages, they will not be entitled to receive call back pay during their regularly scheduled hours.

If the call originates and completes after 1700 but before 0100, the employee will have eight (8) hours rest period before 0900, unless another call comes in. Should another call come in, it will reset the clock.

If the call originates after 0100, the employee will have had eight (8) hours rest period from 1700 – 0100.

22.4 Shift Distribution for Part-time Employees

The Employer will endeavour to distribute shifts equitably among part-time employees until their maximum of 84 hours per two-week period has been accrued.

Employees will advise the Employer of their regional and on call base preferences at the same time that they provide their quarterly availability. The Employer will create the schedule based on regional and on-call base preference and availability. Should there be inadequate staff available taking into consideration regional and on-call base preference, the Employer will schedule other paramedics within the region who preferred not to work at an on-call base, in reverse seniority order. Should there continue to be inadequate staff available, the Employer will schedule paramedics from outside the region, in reverse seniority order. This process shall apply to shifts that are more than one (1) week in advance in accordance with Article 24.1.

22.5 Job Posting

- (a) When a vacancy occurs, or a new one is created, within the bargaining unit, it shall be posted for five (5) business days. The Employer may simultaneously post the job externally, provided that no external application will be considered or reviewed until the internal job competition process is complete.

- (b) The notice of vacancy will state, where applicable, the title of the position, salary, qualifications required and the hours of work currently scheduled.
- (c) In the event that no employee applies for the posted vacancy or new job, then the Employer shall hire from outside the bargaining unit, to fill the position.
- (d) In the case of promotions (other than promotions outside the bargaining unit) and demotions (other than disciplinary demotions) and in all cases of increase or decrease of forces, the following factors shall be considered:
 - 1) Qualifications and ability;
 - 2) Seniority

Where in the opinion of the Employer, the factors in 1) are relatively equal, factor 2) shall govern.

- (e) Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change their permanent status.
- (f) The successful applicant shall be allowed a trial period of up to three (3) months, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

ARTICLE 23 - OVERTIME/ON CALL/STAND BY/CALL BACK

23.1 There shall be no pyramiding of premiums arising from hours of work. The highest premium shall always apply.

23.2 Overtime

- (a) On a shift overrun in excess of the employee's scheduled shift, the employees shall be paid an overtime rate of one and a half (1-1/2) times the normal hourly rate. Overruns shall be calculated to the next 15 minutes.
- (b) Straight time shall be paid up to forty (40) hours per week, averaged over a four (4) week period for employees who are scheduled to work eight (8) hour shifts and up to forty-two (42) hours per week, averaged over a four (4) week period, for employees who are scheduled to work twelve (12) hour

shifts. Any hours in excess of eight (8) or twelve (12) scheduled hours per day are classified as overtime and the employee shall be paid an overtime rate of one and a half (1-1/2) times the normal hourly rate.

- (c) Employees may choose to accumulate equivalent hours up to a maximum of one hundred and twenty (120) hours in lieu of overtime payment. Lieu time will be scheduled at a mutually agreeable time, subject to operational needs. An employee must request to use their lieu time at least three (3) days, (seventy two (72) hours) in advance. Less than three (3) days notice may be allowed at management's discretion. Employees will be able to carry over sixty (60) hours for one year.
- (d) The DNSSAB will pay the insurance deductible up to \$1,000.00 in case of an accident while responding to Base on a Call Back. DNSSAB is not obligated to pay the deductible if the paramedic who is making the claim has been charged for an offense under the *Highway Traffic Act* as a result of an accident.

23.3 Call Back

An employee who is called back to work will receive the call back rate of one and a half (1-1/2) times the normal hourly rate for a minimum of four (4) hours for the work performed on the call-in. A call back will be considered completed when the employees have returned to base, restocked their Ambulance and completed all documentation. No employee shall be eligible to receive more than two (2) call back premiums within one such four (4) hour period. The parties agree that this does not constitute pyramiding. If an employee's regular shift begins during a call back, they shall receive one and a half (1-1/2) times the normal hourly rate of pay for the number of overlapping hours. There shall be no pyramiding of regular and call back hours.

23.4 On Call/Standby

Employees scheduled to be on call/standby duty hours will be compensated at a rate of seven dollars (\$7.00) per on call/standby hour. Employees scheduled to be on call/standby duty hours on a designated/statutory holiday will be compensated at a rate of fourteen dollars (\$14.00) per on call/standby hour.

On call/Standby pay will continue to be paid even when an employee is receiving the premium for Call Back. The parties agree this will not constitute pyramiding.

ARTICLE 24 - CALL IN PROCEDURE – SHIFT ROTATION LISTS

- 24.1 Shifts starting one (1) week or more in advance will be scheduled on the Employer's electronic scheduling program and will not require the employee to accept the shift, but an email notification will be provided. These additional shifts will be distributed equitably, subject to employee availability. The shift distribution for part time employees set out in Article 22.4 shall apply.
- 24.2 Shifts starting less than seven (7) days in advance and all overtime shifts require contact and acceptance by the employee. In these circumstances, Article 22.4 will have no application. A call placed to an employee's preferred number is a shift offered. If the employee does not respond, the Employer will move on to the next employee if the shift is forty-eight (48) hours or less away. If the shift is over forty-eight (48) hours away but less than seven (7) days away, the Employer will wait ten (10) minutes between calls to each available employee.

Call in shifts will be offered equitably starting with part-time employees who will not incur overtime and who are not scheduled to work the day of the call in shift. In the event that no part-time employees are available, call in shifts will be offered equitably to casual employees who will not incur overtime and who are not scheduled to work the day of the call in shift. In the event no casual employees are available, call in shifts will be offered equitably to full-time and part-time employees who are not scheduled to work the day of the call in shift but will incur overtime and/or have not received their rest period. Employees on vacation will not be called.

Once shifts are assigned to individuals, it will be their responsibility, short of illness or leaves of absence outlined in the Collective Agreement, to report to work or find an appropriately qualified replacement in accordance with the shift exchange procedure.

Employees that refuse a call-in shift will not be excluded from being offered other shifts that may become available.

An employee who is called into work for a shift that has already commenced and arrives within one (1) hour of agreeing to report to work will be paid from the time they agreed to work.

If an employee is missed for a shift for which they should have been called, the Employer will schedule a "remedy" shift of equal value of the shift missed which will be above base staffing and will not count towards the shift totals of the employee.

ARTICLE 25 - VACATIONS

- 25.1 For the purposes of computing entitlement for vacation for full-time employees, it will be based on the number of hours a full-time employee works per week (based on the employee's average weekly hours) plus the on call wages the employee would normally be entitled to for such days.

Less than one (1) year of service.....	Prorated to a maximum of 2 weeks
After 1 year of service.....	2 weeks' vacation
After 2 years of service.....	3 weeks' vacation
After 5 years of service.....	4 weeks' vacation
After 10 years of service.....	5 weeks' vacation
After 15 years of service.....	6 weeks' vacation

- 25.2 Where applicable, vacation pay for Part-time and Casual employees will be paid on a proportionate earned basis in each pay period according to the following schedule:

Less than 1,248 hour service	-	4% of gross earnings
1,249 – 4,992 hour service	-	6% of gross earnings
4,993 – 12,480 hour service	-	8% of gross earnings
12,480 – 18,720 hour service	-	10% of gross earnings
Over 18,720 hour service	-	12% of gross earnings

- 25.3 The vacation year shall be January 1 to December 31. Employees shall have access to their vacation entitlement on January 1st of each year in accordance with the schedule. Progression on the schedule shall occur in the calendar year in which the employee's anniversary date falls.
- 25.4 Employees may be granted their vacations in units of one (1) day. Employees may carry over up to one-hundred and twenty-six (126) hours of unused vacation to the next calendar year. Any additional unused vacation credits will be paid to the employee no later than the end of the calendar year.
- 25.5 Bargaining Unit Employee's vacation shall not be cancelled in order to facilitate vacation requests from excluded employees.

In any vacation year, employees shall be permitted to take their annual vacation prior to having earned it. Should an employee leave their employment before earning the vacation time taken, the employee is responsible for payment of unearned vacation credits taken and the Employer will withhold or make deduction from the employee's final pay.

- 25.6 An employee terminating their employment at any time in their vacation year before they had their vacation shall be entitled to a proportionate amount of salary or wages in lieu of such vacation. On normal retirement, an employee shall be entitled to 50% of their annual vacation or vacation pay, or the prorated amount of vacation or vacation pay which they have earned, whichever is greater.
- 25.7 Employees shall submit a vacation request form upon which they shall indicate by November 1st of each year, the vacation dates they prefer for the following year. Dates will be awarded by seniority, subject to operational needs, and approved by December 1st. Employees who have not submitted their requests for vacation by November 1st will be required to take their vacations in available time allocations, subject to operational needs.
- 25.8 Any full-time employee who is absent from work while on Long Term Disability or extended leave of absences shall have their vacation time proportionately reduced in accordance with their period away from work.

When an Employee is off due to a WSIB disability for a period of more than seventeen (17) weeks, the Employee shall not accrue paid holidays or paid vacation entitlement, but will continue to accrue vacation service.

ARTICLE 26 - DESIGNATED HOLIDAYS AND/OR STATUTORY HOLIDAYS

- 26.1 An employee shall be entitled to the following paid holidays. An additional floating holiday shall be granted to full-time and part time Employees only.
- | | |
|------------------------------|------------------|
| New Year's Day | Family Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day |
| Civic Holiday | Labour Day |
| Truth and Reconciliation Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |
- All new provincial or municipal holidays.
- 26.2 In order to be entitled to payment for a designated holiday and/or statutory holiday, an employee must have worked fully the last scheduled working day immediately preceding the holiday and the first scheduled working day immediately following the holiday unless absent through proven illness in which case such employee shall not be disqualified from receiving holiday pay provided they have worked on one (1) or more of the working days since the last designated holiday and returns to work prior to the next designated holiday.

In case of illness such proof of illness must be presented by the employee to their Superintendent within ten (10) calendar days of the return to work. This period may

be extended if exceptional circumstances prevent the employee from obtaining medical documentation, as approved by Human Resources.

- 26.3 When an employee works on a holiday included under Article 26.1 the employee shall be paid at a rate of two (2) times the employee's regular rate of pay including Basic pay, on-call pay, call back pay, overtime pay and shift/weekend pay.
- 26.4 In addition to the payment provided by Article 26.3 a full time employee who works on the holiday and is eligible to receive statutory holiday pay shall receive pay for the regular number of hours they are scheduled to work as Statutory Holiday pay at the employee's basic hourly rate or lieu time of the equivalent number of hours, provided the employee opts for lieu time prior to the holiday.

ARTICLE 27 - SICK LEAVE/PERSONAL LEAVE

- 27.1 Sick leave/personal leave days means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or requests a personal leave day or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*. Employees cannot request personal leave days on days they were originally denied vacation. The Employer will pay up to eighteen (18) days of sick time of which six (6) can be used as personal leave days to permanent full-time employees in each calendar year of the Collective Agreement. Eligible employees shall be compensated at their regular rate of pay based upon their scheduled daily hours of work at the time they become entitled to this benefit. Employees shall be allowed to accumulate up to a maximum of forty-eight (48) days of sick time which they may carry from year to year. Said days are for the sole purpose of sickness or personal leave and there shall be no payout of sick days/personal leave days.
- 27.2 When absent due to sickness, an employee must notify the Manager or designate at least two (2) hours prior to such employees starting time or as soon as possible.
- 27.3 The Employer reserves the right to have an Employee provide a medical certificate if absent for a period of more than three (3) consecutive days due to illness or more frequently in situations of patterned or concerning absenteeism. The Employer agrees to pay for any medical documents they request to a maximum of \$40 for medical notes and \$80 for FAFs.
- 27.4 When absent due to sickness an employee must notify the Manager or designate by no later 14:00 the day before returning to a day shift and no later than 11:00 before returning to a night shift. The Employer will presume that an employee who fails to notify the Employer by the prescribed times continues to be unwell and will be replaced.

- 27.5 When absent for more than three (3) consecutive shifts, the employee must notify the Manager or designate at least twenty-four (24) hours prior to such employee returning to their next scheduled shift.

ARTICLE 28 - LEAVE OF ABSENCE

- 28.1 The Employer may grant leaves of absence without pay to an employee for legitimate personal reasons for a reasonable length of time, and any person who is absent with such written permission shall continue to accumulate their seniority for the first six (6) months of such leave. Approval shall be subject to the Employer's operational requirements. It is understood that the employee may not be otherwise gainfully employed while on a leave of absence, without first obtaining permission in writing from the Employer.

Should an employee on a personal leave of absence for more than thirty (30) days wish to continue their benefit plan, the employee shall be responsible for paying 100% of the premium costs.

28.2 Bereavement Leave

(a) All Employees

Bereavement leave with no loss of pay for all scheduled shifts is as follows: Five (5) consecutive working days to attend the funeral of parent, guardian, spouse or common law partner, child, sibling, grandparent, grandchildren parent-in-law, sibling-in-law, spouse of employee's child, step-parents and one working day for the employee's grandparent-in-laws, direct relative sibling of employee's parent.

For the purposes of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

- (b) Where an employee's scheduled vacation is interrupted due to bereavement the employee shall be entitled to bereavement leave in accordance with Article 28.2. The portion of the employee's vacation which is deemed to be bereavement leave under the above will not be counted against the employee's vacation credits.
- (c) The leave could be extended by two (2) additional days if the member is required to travel in excess of 500 km to attend the funeral.

- (d) Days within Article 28.2 a. can be split to provide for later burial or celebration of life events.
- (e) The Employer reserves the right to request reasonable proof with respect to an employee's request for bereavement leave.

28.3 Jury Duty

Each employee who is summoned to and reports for jury duty during their working hours shall be paid by the Employer the difference between the employee's regular straight time hourly rate, and the daily jury duty fee paid by the Court. In order to be entitled to such pay from the Employer, an employee must give notice of selection for jury duty.

28.4 Witness Duty

Each employee who is required to appear in Court as a witness or being deposed for work related events during their regular working hours or during their scheduled time off as the result of an incident which occurred during the course of their work, shall receive their hourly rate of pay based on an regularly scheduled hour day for each day of work or scheduled day off lost due to attending court. In addition, if the employee is required to be in court in excess of their regularly scheduled day, the employee will be paid at the rate of one and one half (1-1/2) times their regular hourly rate of pay for each additional hour in court. For part time employees whose Court appearance is on a day off, the witness pay will be based on the average of the last hours/days worked over the last twelve (12) weeks or the actual hours spent as a witness, whichever is greater.

It is understood that if employees are required to appear in Court during a scheduled shift, the employee shall be required to report to work for all hours outside of time spent in court.

28.5 Union Leave

- (a) Upon at least fourteen (14) days written notice by the Union, leave of absence without pay but with no loss of credits shall be granted for not more than four (4) consecutive working days for employee delegates for the purpose of attending the Annual Convention. Not more than three (3) employees may be absent at any time under the sub-provision. Additional days may be requested under this article by the Local or OPSEU/SEFPO for purposes of attending an educational, training or other union related activity.

- (b) Upon request by the Union, confirmed in writing and provided that seven (7) days written notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board members and Executive Officers of the Union, for the purpose of conducting the internal business affairs of the Union.
- (c) The Union will reimburse the Employer for the wages paid to members of the bargaining unit or the replacement costs if such costs are greater than the wages paid where a leave of absence is granted under this Article.

28.6 Union President or First Vice President – Full-Time Leave

- (a) When an employee is elected as the Union's President or First Vice-President, the Union will immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.
- (b) During the term of such leave of absence, the Union will reimburse the Employer for the salary paid to the employee on such leave of absence and contribute the Employer's share of the contributions to the Pension Fund and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of attendance credits accumulated during the leave of absence. The Union will make the Employer's contribution for Employment Insurance.
- (c) On completion of the employee's term of office, the President or First Vice-President may return to their previous employment and service shall be deemed to be continuous for all purposes. It is understood that the employee will need to be reoriented/certified before returning to work. Any leave of absence extending beyond the initial term of office of the President or First Vice-President shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms prevailed in the initial leave of absence.
- (d) The employee shall discuss any required leave with their Employer at the earliest opportunity. In the event of a leave of absence under this Article, the Employer may hire a temporary employee, who will not be placed on any benefit plans for the duration of the leave.

28.7 All requests for leave of absence permitted in these sections shall be sent to the Employer. It is understood that leaves requested by the Union may be withheld if such leaves interfere with the operating requirements of the Employer.

28.8 Negotiating Team

Leave of absence with no loss of pay or credits shall be granted to up to three (3) members of the Union who participate in contract negotiations with the Employer.

ARTICLE 29 - SENIORITY

- 29.1 Seniority, as referred to in this Agreement, shall mean length of service calculated using hours with the Employer or in the employ of another Employer where operations have been purchased by the Employer, to a maximum accumulation of 2080 hours per calendar year. Seniority shall operate on a bargaining unit wide basis. Seniority shall be used in determining preference or priority for vacations, lay-offs and recall, or lateral transfers.
- 29.2 Seniority lists shall be revised each six (6) months; a copy of the list shall be posted and made available electronically. A copy shall be given to the Union. The seniority list shall reflect hours worked. If an employee does not challenge the position of their name on the list within two (2) weeks from the date the seniority list was posted and provided the employee was at work during the said period, then that employee shall be deemed to have the proper seniority standing.
- 29.3 An employee will be considered on probation for the first 520 regular hours (or 2 calendar years, whichever comes first) of their employment. After first 520 regular hours of service (or 2 calendar years), their seniority shall date back to the day on which their employment began. The termination of a probationary employee's employment shall not be the subject of a grievance or arbitration, unless done on a bad faith basis.

With agreement of the union, the probationary period may be extended. It is understood and agreed that the extension of the probationary period will not exceed an additional 260 regular hours or 1 calendar year, whichever comes first. Regular hours are scheduled hours of work, call back hours and overtime hours but do not include standby hours. The Employer will recognize years of experience of new employees within their classification to the DNSSAB for pay purposes only, following their probationary period. It is understood that in order to have their past experience recognized, employees must provide proof of past service.

29.4 Seniority shall terminate and an employee shall cease to be employed by the Employer when that employee:

- (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 longer than thirty (30) months, subject to the provision of the *Workplace Safety and Insurance Act* and the *Ontario Human Rights Code*;
- (d) fails to report to work within five (5) working days after being notified by registered mail of recall;
- (e) fails to return to work upon the termination of an authorized leave of absence unless there has been a mutually agreed upon extension of the leave of absence;
- (f) is absent from work for four (4) consecutive working days or more without notifying the Employer;
- (g) accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing;
- (h) is laid off for a period of more than eighteen (18) months;
- (i) does not work for a period exceeding 90 days despite having the opportunity to do so. This will not include periods of absence that are for reasons covered under the *Ontario Human Rights Code* or the *Employment Standards Act*.

29.5 Seniority shall be accumulated in the following circumstances only:

- (a) when off work due to sickness or accident;
- (b) when off work due to personal leave of absence, then seniority will continue to accumulate for the first six (6) calendar months of such leave. In the event that the leave of absence is to take a paramedical course, then seniority will continue to accumulate for up to one (1) year during such leave;
- (c) when absent on vacation with pay or on a designated holiday;

- (d) when actually at work for the Employer;
 - (e) when on an ESA protected leave of absence;
 - (f) when on call/standby at a ratio of one hour (1 hr.) of seniority accrued for every two hours (2 hrs.) of on call/standby;
 - (g) a bargaining member acting in a management position will not lose seniority accrued up to the start of the acting assignment and will accrue seniority for up to six months while in that acting Manager capacity.
- 29.6 The employee is expected to notify the Employer in the event they are not able to report for work at their scheduled starting time.
- 29.7 It shall be the duty of each employee to notify the Employer promptly of any change of address. Any notice required of the Employer shall be deemed to have been given, if forwarded by registered mail to the employee at the last address of which the Employer had notice.

ARTICLE 30 - LAY-OFF AND RECALL

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

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.

- 30.2 In the event of a permanent lay off, a full-time employee shall receive four (4) months of lay off 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 lay off 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.

- 30.3 In the event of a lay off of a full-time employee, employees shall be laid off in reverse order of their seniority, provided ability and qualifications are relatively equal to do the required work.

30.4 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; and
- ii. They are able and qualified to perform the required duties.

It is understood that a qualified employee on layoff shall be given priority for any such vacancy, even if an employee with greater seniority applies.

- (b) A person shall lose their recall rights if they do not accept an appointment in accordance with subsection a, or having accepted an appointment in accordance with subsection a, 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 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.

ARTICLE 31 - BENEFITS

- 31.1 The Employer shall pay one hundred percent (100%) of the premium cost of a group Medical Plan for Full Time Employees which shall include the following features:
- (a) Life Insurance;
 - (b) Accidental Death & Dismemberment;
 - (c) Short Term Disability;
 - (d) Long Term Disability;
 - (e) Dental;
 - (f) Visioncare;
 - (g) Drug Plan;
 - (h) Paramedical; and
 - (i) EFAP (applicable to FT, PT and Casual)
- 31.2 DNSSAB will procure medical malpractice insurance to cover claims made against a member due to any bodily injury caused by actual or alleged malpractice by the member while performing their duties as an employee, subject to any conditions, limitations and/or exclusion determined by DNSSAB's insurer.
- 31.3 With the exception of a leave of absence, the Employer will continue to pay full premiums on behalf of an employee for the first twelve (12) months of any absence; thereafter the employee will be given the opportunity to pay these costs.
- 31.4 Employees will be entitled to a parking spot at no charge. Where available, employees will have access to an electrical plug during the cold months at no charge.
- 31.5 The Employer will pay 100% of the premium costs for Short Term Disability and Long Term Disability insurance plans for permanent full-time employees. It is understood and agreed that the administration of these plans are not arbitrable.
- 31.6 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased.

Implement the following benefit improvements:

- Increase vision care for prescription glasses/contact lenses to \$300/2 years & \$300/1 year for under age 18
- Effective January 1, 2024 increase paramedicals to \$550 per practitioner per calendar year and effective January 1, 2025 increase to \$600 per practitioner per calendar year
- Increase mental health practitioner coverage to \$3000 per calendar year and

- add Clinical Counsellors, Marriage and Family Therapists, Psychoanalysts, Psychologists, Psychotherapists and Social Workers
- Orthotics \$400/2 years

ARTICLE 32 - UNIFORMS /MEAL ALLOWANCE/TRAVEL

- 32.1 (a) The Employer will provide each employee with a complete uniform upon hiring as follows:
- one winter parka
 - one spring/fall jacket
 - two sweaters
 - two sets of Epaulettes
 - one safety belt
 - four shirts
 - four pairs of pants
 - one winter hat
 - one pair of snow pants
 - one baseball cap
- (b) The employer will provide a boot reimbursement as follows:
- Two hundred dollars (\$200) (maximum per year) for each employee whose seniority has reached a multiple of one year or 2080 hours. Employees may use this reimbursement to purchase either safety boots or winter boots. Entitlement will be linked to the posted seniority list of January and July of each year. The boot reimbursement will be reviewed on an individual basis should the boots in question become unwearable (be destroyed due to a work related incident or confiscated).
- (c) All items will be replaced on an as-needed basis;
- (d) All uniform items remain the property of the Employer and will be returned upon termination of employment.
- (e) The employee is to maintain and clean their uniform. However the Employer will clean the parka one (1) time per year and any item "heavily soiled" while the employee is on duty.
- (f) Employees will be required to wear uniforms while on duty, and be neat and clean.

- (g) All worksites will be provided with laundry facilities and soap to clean their uniforms if possible. Laundry services will be made available if laundry facilities are not available.

32.2 The Employer will pay the following work related meal and travel allowance for Employees away from their assigned base:

- (a) Meal Allowance (maximum without receipt) \$15.00

Employees will be able to claim a meal allowance if responding to a call or assignment that does not permit them to have 30 minutes meal break at their assigned base commencing during the following periods:

- For employees working an 8 hour shift, a meal break between the 4th and 6th hour;
- For employees working a 12 hour shift, a meal break between the 4th and 6th hour and between the 8th and 10th hour.

- (b) Travel Allowance (own vehicle)

The kilometer rate for employees using their own vehicles will be the same rate as set by the CRA adjusted annually. Employees will be entitled to a travel allowance based on the following:

- i. Full time employees will be entitled to mileage when assigned to work outside of their home base.
- ii. Part time employees will be entitled to mileage when assigned to work outside of their home region (i.e. South Region – South Algonquin, North Region – North Bay, West Nipissing, Temagami and Mattawa). The travel allowance will be payable based on mileage from the North Bay base to South Algonquin base.
- iii. Shift exchanges will not result in an additional mileage cost to the Employer.

ARTICLE 33 - WAGES

- 33.1 Each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. Providing there are no payroll problems, wages will be paid biweekly by direct bank deposit every other Thursday. The Employer may not make deductions from wages unless authorized by statute, court order, arbitration award or this Agreement.
- 33.2 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, jury and witness duty, bereavement pay, and pregnancy/parental leave supplemental unemployment benefits) an amount equal to 14% of their regular straight time hourly rate for all straight time hours paid. All part-time employees who participate in the pension plan will have their "Benefit in lieu" payment reduced by two percent (2%) less than the employee's OMERS contribution rate as established by the OMERS Plan.
- 33.3 If an error occurs of more than three hundred dollars (\$300.00) on a paycheque or the error will cause undue financial hardship, and it is confirmed by payroll that an error was made, the Employer shall issue a correcting cheque within five (5) business days if requested by the employee. If no request is made, the correction will be made on the following pay cycle.
- 33.4 Wage rates will be as amended in Appendix "A".

ARTICLE 34 - PRINTING OF AGREEMENT

- 34.1 The parties agree that they will share equally the cost of printing the Collective Agreement.

ARTICLE 35 - DURATION

- 35.1 This Agreement shall remain in full force and effect until December 31, 2025.
- 35.2 Either party may, within the last three months of its operation, serve the other with notice of its intent to amend the provisions herein.
- 35.3 On receipt of such notice by either party, the two parties shall meet and bargain in good faith to reach a renewal agreement.
- 35.4 In the event that neither party serves notice of their intent to bargain as provided in Article 35.2, this Agreement shall continue in force automatically for periods of one year each until such time as one party gives notice as provided in Article 35.2 of their intent to bargain.

Feb 27, 2025

DATED AT NORTH BAY, THIS ____ DAY OF _____, 2025.

FOR THE EMPLOYER

Stephen Kirk
Stephen Kirk (Feb 24, 2025 16:38 EST)

Dan Raymond
Dan Raymond (Feb 25, 2025 12:21 EST)

Melanie Shaye
Melanie Shaye (Feb 26, 2025 11:07 EST)

FOR THE UNION

Scott A Poirier
Scott A Poirier (Feb 27, 2025 12:37 EST)

Kenneth J. Quinlan
Kenneth J. Quinlan (Feb 27, 2025 12:44 EST)

Heather Donovan
Heather Donovan (Feb 27, 2025 12:49 EST)

Scott McDonald
Scott McDonald (Feb 27, 2025 12:53 EST)

Michael Hocerar
Michael Hocerar (Feb 27, 2025 12:55 EST)

Lindsey Voisin
Lindsey Voisin (Feb 27, 2025 13:04 EST)

APPENDIX “A” WAGE RATES

Wage Increases:

January 1, 2023 3.25%

January 1, 2024 3%

January 1, 2025 3%

Job Class	Steps	Expired Rate	January 1, 2023	January 1, 2024	January 1, 2025
PCP	Start	\$39.26	\$40.54	\$41.75	\$43.00
	Year 1 / 2080 hours	\$40.16	\$41.47	\$42.71	\$43.99
	Year 2 / 4160 hours	\$41.06	\$42.39	\$43.67	\$44.98
ACP	Start	\$42.79	\$44.59	\$45.93	\$47.31
	Year 1 / 2080 hours	\$43.77	\$45.61	\$46.98	\$48.39
	Year 2 / 4160 hours	\$44.76	\$46.63	\$48.03	\$49.47
Community Paramedic		Will be paid the applicable PCP or ACP rate, based on their individual qualifications.			

Stipend \$1.00/hr for designated preceptors for all hours worked as a preceptor. It is understood that this payment is contingent on the Employer receiving preceptorship funding from the colleges. The Parties agree that this stipend is not applicable to the preceptorship of those employees enrolled in an ACP training program.

Letter of Understanding Re: Scheduling and Shift Distribution

Between

The District of Nipissing Social Services Administration Board

And

The Ontario Public Service Employees Union, Local 647

The parties will meet through the Labour Management Meeting to discuss shift resources and shift distribution of the present employees.

Any changes to the agreed upon shift distribution practice will be discussed at a Labour Management Meeting prior to implementation.

Feb 27, 2025

SIGNED AT NORTH BAY, THIS ____ DAY OF _____ 2025.

FOR THE EMPLOYER:

Stephen Kirk
Stephen Kirk (Feb 24, 2025 16:38 EST)

D. Raymond
Dan Raymond (Feb 25, 2025 12:21 EST)

Melanie Shaye
Melanie Shaye (Feb 26, 2025 11:07 EST)

FOR THE UNION:

Scott A Poirier
Scott A Poirier (Feb 27, 2025 12:37 EST)

Ken McLaughlin
Ken McLaughlin (Feb 27, 2025 12:44 EST)

Heather Donovan
Heather Donovan (Feb 27, 2025 12:49 EST)

Scott McDonald
Scott McDonald (Feb 27, 2025 12:53 EST)

Michael Hocevar
Michael Hocevar (Feb 27, 2025 12:55 EST)

Lindsey Voisin
Lindsey Voisin (Feb 27, 2025 13:04 EST)

Letter of Understanding Re: NRA 60 for Paramedics

Between

The District of Nipissing Social Services Administration Board

And

The Ontario Public Service Employees Union, Local 647

In the event Paramedic services begin to engage with the issue of NRA 60 for paramedics during the term of this collective agreement, the Parties agree they will meet for the purpose of exploratory discussions to examine the issue and implications of same for paramedics and the Employer. The Parties agree that any such discussions are for information purposes only and are without prejudice to any position either Party may take regarding the issue in the future and said discussions cannot be used as evidence as any intention beyond preliminary discussion. Without limiting the generality of the foregoing, the Parties agree there will be no changes required from any discussions.

Feb 27, 2025

SIGNED AT NORTH BAY, THIS ____ DAY OF _____ 2025.

FOR THE EMPLOYER:

Stephen Kirk
Stephen Kirk (Feb 24, 2025 16:38 EST)

Dan Raymond
Dan Raymond (Feb 25, 2025 12:21 EST)

Melanie Shaye
Melanie Shaye (Feb 26, 2025 11:07 EST)

FOR THE UNION:

Scott A Poirer
Scott A Poirer (Feb 27, 2025 12:37 EST)

Kevin Gaudet
Kevin Gaudet (Feb 27, 2025 12:44 EST)

Heather Donovan
Heather Donovan (Feb 27, 2025 12:49 EST)

Scott McDonald
Scott McDonald (Feb 27, 2025 12:53 EST)

Michael Hovevar
Michael Hovevar (Feb 27, 2025 12:55 EST)

Lindsey Voisin
Lindsey Voisin (Feb 27, 2025 13:04 EST)

ESSENTIAL SERVICES AGREEMENT

Between

The District of Nipissing Social Services Administration Board

And

The Ontario Public Service Employees Union, Local 647

Re: Voluntary Interest Arbitration

The parties recognize that it is in their mutual interest to establish a mechanism which would allow for the resolution of collective bargaining disputes without the risk of interruption in Land Paramedic Services due to strike or lockout.

Therefore, notwithstanding the Ambulance Services Collective Bargaining Act 2001, the employer and union hereby agree as follows:

1. If a conciliation officer appointed under section 18 of the Labour Relations Act, 1995 is unable to effect a collective agreement and the Minister subsequently notifies the parties that they do not consider it advisable to appoint a conciliation board, the parties shall submit any issues remaining in dispute to final and binding arbitration in accordance with this Letter of Understanding.
2. Within seven (7) days of the Minister's notification, each party shall inform the other in writing of the name of its nominee to be appointed as a single arbitrator.
3. If they cannot reach an agreement within a reasonable time period either party may apply to the Minister of Labour to appoint the arbitrator. The remuneration and expenses of the arbitrator so appointed shall be shared equally between the parties.
4. In consideration of the foregoing, and notwithstanding section 79 of the Labour Relations Act, 1995, the parties agree as follows:
 - (a) the union agrees that it will not authorize, support or condone in any way any strike (as defined in section 1 of the Labour Relations Act, 1995) or any withdrawal or limitation of Land Paramedic Services, and will make every effort to ensure that Land Ambulance employees do not engage in any withdrawal or limitation of their services.
 - (b) the employer agrees that it will not lock out (as defined in section 1 of the *Labour Relations Act 1995*) Land Ambulance employees;

- (c) neither the union nor the employer shall alter any term or condition of employment or any right, privilege or duty of the Employer, Union or Land Ambulance employees in effect at the time notice is given under section 21 of the *Labour Relations Act*, 1995 prior to the issuance of the award of the board of arbitration, except by mutual agreement in writing.
5. It is agreed that this Letter of Understanding shall constitute an irrevocable agreement in writing to refer all matters in dispute to a board of arbitration as contemplated by section 40 of the *Labour Relations Act*, 1995.
6. It is agreed that this Letter of Understanding shall apply to collective bargaining between the Union and Employer for the renewal of the collective agreement expiring December 31, 2025.

The parties agree that in the case of any alleged breach of the provision of this Letter Understanding, enforcement proceedings may be commenced before the Ontario Labour Relations Board.

Feb 27, 2025

SIGNED AT NORTH BAY, THIS ____ DAY OF _____ 2025.

FOR THE EMPLOYER:

Stephen Kirk
Stephen Kirk (Feb 24, 2025 16:38 EST)

Dan Raymond
Dan Raymond (Feb 25, 2025 12:21 EST)

Melanie Shaye
Melanie Shaye (Feb 26, 2025 11:07 EST)

FOR THE UNION:

Scott A Poirier
Scott A Poirier (Feb 27, 2025 12:37 EST)

Kenneth Coleman
Kenneth Coleman (Feb 27, 2025 12:44 EST)

Heather Donovan
Heather Donovan (Feb 27, 2025 12:49 EST)

Scott McDonald
Scott McDonald (Feb 27, 2025 12:53 EST)

Michael Hocevar
Michael Hocevar (Feb 27, 2025 12:55 EST)

Lindsey Voisin
Lindsey Voisin (Feb 27, 2025 13:04 EST)

Letter of Understanding Re: Quarantine

Between

The District of Nipissing Social Services Administration Board

And

The Ontario Public Service Employees Union, Local 647

In the event that an employee loses regular pay due to a quarantine mandated by the Medical Officer of health as a result of the employee performing their duties for the Employer and in the further event this situation is not the subject of provincial legislation compensating the employee for loss of pay (eg. WSIB), the Employer will reimburse the employee for regular wages and benefits for a maximum period of one (1) month from the date the employee is first absent from work due to such quarantine. In the event the employee is a part-time employee, lost regular wages and benefits for the one (1) month period in question will be based on the hours of work scheduled for such employee during this period at the time of the quarantine.

If the incident is subsequently found to be compensable under the *Workplace Safety and Insurance Act*, the employee shall transition to WSIB benefit payments.

This Letter of Understanding will expire with the current Collective Agreement.

Feb 27, 2025

SIGNED AT NORTH BAY, THIS ____ DAY OF _____ 2025.

FOR THE EMPLOYER:

Stephen Kirk
Stephen Kirk (Feb 24, 2025 16:38 EST)

D. Raymond
Dan Raymond (Feb 25, 2025 12:21 EST)

Melanie Shaye
Melanie Shaye (Feb 26, 2025 11:07 EST)

FOR THE UNION:

Scott A Poirier
Scott A Poirier (Feb 27, 2025 12:37 EST)

Kevin Gillingham
Kevin Gillingham (Feb 27, 2025 12:44 EST)

Heather Donovan
Heather Donovan (Feb 27, 2025 12:49 EST)

Scott McDonald
Scott McDonald (Feb 27, 2025 12:53 EST)

Michael Hovevar
Michael Hovevar (Feb 27, 2025 12:55 EST)

Lindsey Voisin
Lindsey Voisin (Feb 27, 2025 13:04 EST)

Letter of Understanding Full Time Early Retirement Benefits

Between

The District of Nipissing Social Services Administration Board

and

The Ontario Public Service Employees Union, Local 647

The Employer will explore the possibility of establishing early retiree group benefits for full time employees that would be one-hundred percent (100%) employee paid with its benefits provider. The Employer will present this information, including costing, to the Union at an Employee Employer Relations Committee meeting. The Union will advise if it wishes to establish this plan once the details and costs have been reviewed. If the Union chooses to proceed with the early retiree group benefits, it will be subject to the following terms:

The DNSSAB will allow employees to pay one-hundred percent (100%) toward the cost of premiums for prescription drugs (including diabetic supplies) and dental coverage, in accordance with the coverage provided to active Employees, for those Full-Time Employees who retire between the age of fifty-five (55) and sixty-five (65). To qualify for these benefits Full Time Employees must be eligible for an unreduced pension and have worked for the Employer for a minimum of fifteen (15) years.

Full-Time Employees must purchase the benefits as outlined above within thirty (30) days of the date of retirement from the DNSSAB. Coverage shall cease on the last day of the month in which the Employee turns sixty-five (65). Benefit coverage also terminates in the event of the death of the retired Employee on the last day of the month of the death, where death precedes the Employees sixty-fifth (65th) birthday. It is understood that premium renewals will be based only on the experience and usage of the retirees in the plan.

Feb 27, 2025

SIGNED AT NORTH BAY, THIS ____ DAY OF _____ 2025.

FOR THE EMPLOYER:

Stephen Kirk

Stephen Kirk (Feb 24, 2025 16:38 EST)

D. Raymond

Dan Raymond (Feb 25, 2025 12:21 EST)

Melanie Shaye

Melanie Shaye (Feb 26, 2025 11:07 EST)

FOR THE UNION:

Scott A Poirier

Scott A Poirier (Feb 27, 2025 12:37 EST)

Heather Donovan

Heather Donovan (Feb 27, 2025 12:44 EST)

Heather Donovan

Heather Donovan (Feb 27, 2025 12:49 EST)



Scott McDonald (Feb 27, 2025 12:53 EST)



Michael Hovevar (Feb 27, 2025 12:55 EST)

Lindsey Voisin

Lindsey Voisin (Feb 27, 2025 13:04 EST)

L647 - DNSSAB CA - FINAL

Final Audit Report

2025-02-27

Created:	2025-02-13
By:	Cameron Sharp (csharp@opseu.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXtZzQpxu-L6hOLLVfDCRiuuL_fuf_Vcc

"L647 - DNSSAB CA - FINAL" History

-  Document created by Cameron Sharp (csharp@opseu.org)
2025-02-13 - 3:06:02 PM GMT
-  Document emailed to stephen.kirk@dnssab.ca for signature
2025-02-13 - 3:13:16 PM GMT
-  Email viewed by stephen.kirk@dnssab.ca
2025-02-13 - 3:14:05 PM GMT
-  Email viewed by stephen.kirk@dnssab.ca
2025-02-24 - 3:35:17 PM GMT
-  Signer stephen.kirk@dnssab.ca entered name at signing as Stephen Kirk
2025-02-24 - 9:38:15 PM GMT
-  Document e-signed by Stephen Kirk (stephen.kirk@dnssab.ca)
Signature Date: 2025-02-24 - 9:38:17 PM GMT - Time Source: server
-  Document emailed to dan.raymond@dnssab-ps.ca for signature
2025-02-24 - 9:38:20 PM GMT
-  Email viewed by dan.raymond@dnssab-ps.ca
2025-02-25 - 5:20:21 PM GMT
-  Signer dan.raymond@dnssab-ps.ca entered name at signing as Dan Raymond
2025-02-25 - 5:21:46 PM GMT
-  Document e-signed by Dan Raymond (dan.raymond@dnssab-ps.ca)
Signature Date: 2025-02-25 - 5:21:48 PM GMT - Time Source: server
-  Document emailed to melanie.shaye@dnssab.ca for signature
2025-02-25 - 5:21:51 PM GMT



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2025-02-25 - 5:22:41 PM GMT

 Signer melanie.shaye@dnssab.ca entered name at signing as Melanie Shaye

2025-02-26 - 4:07:19 PM GMT

 Document e-signed by Melanie Shaye (melanie.shaye@dnssab.ca)

Signature Date: 2025-02-26 - 4:07:21 PM GMT - Time Source: server

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2025-02-26 - 4:07:23 PM GMT

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2025-02-27 - 5:36:13 PM GMT

 Signer scottyp_265@hotmail.com entered name at signing as Scott A Poirier

2025-02-27 - 5:37:40 PM GMT

 Document e-signed by Scott A Poirier (scottyp_265@hotmail.com)

Signature Date: 2025-02-27 - 5:37:42 PM GMT - Time Source: server

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2025-02-27 - 5:37:45 PM GMT

 Email viewed by ouellekev@gmail.com

2025-02-27 - 5:42:28 PM GMT

 Signer ouellekev@gmail.com entered name at signing as Kevin Ouellette

2025-02-27 - 5:44:09 PM GMT

 Document e-signed by Kevin Ouellette (ouellekev@gmail.com)

Signature Date: 2025-02-27 - 5:44:11 PM GMT - Time Source: server

 Document emailed to hdonovan03@gmail.com for signature

2025-02-27 - 5:44:13 PM GMT

 Email viewed by hdonovan03@gmail.com

2025-02-27 - 5:48:18 PM GMT

 Signer hdonovan03@gmail.com entered name at signing as Heather Donovan

2025-02-27 - 5:49:27 PM GMT

 Document e-signed by Heather Donovan (hdonovan03@gmail.com)

Signature Date: 2025-02-27 - 5:49:29 PM GMT - Time Source: server

 Document emailed to Scott McDonald (scottmcdonald03@gmail.com) for signature

2025-02-27 - 5:49:31 PM GMT



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 Email viewed by Scott McDonald (scottmcdonald03@gmail.com)

2025-02-27 - 5:51:31 PM GMT

 Document e-signed by Scott McDonald (scottmcdonald03@gmail.com)

Signature Date: 2025-02-27 - 5:53:13 PM GMT - Time Source: server

 Document emailed to Michael Hocevar (mhocevar@opseu.org) for signature

2025-02-27 - 5:53:15 PM GMT

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2025-02-27 - 5:54:13 PM GMT

 Document e-signed by Michael Hocevar (mhocevar@opseu.org)

Signature Date: 2025-02-27 - 5:55:02 PM GMT - Time Source: server

 Document emailed to lvoisin@opseu.org for signature

2025-02-27 - 5:55:04 PM GMT

 Email viewed by lvoisin@opseu.org

2025-02-27 - 6:03:21 PM GMT

 Signer lvoisin@opseu.org entered name at signing as Lindsey Voisin

2025-02-27 - 6:04:23 PM GMT

 Document e-signed by Lindsey Voisin (lvoisin@opseu.org)

Signature Date: 2025-02-27 - 6:04:25 PM GMT - Time Source: server

 Agreement completed.

2025-02-27 - 6:04:25 PM GMT

