

Collective Agreement

between

**Ontario Public Service Employees Union /
Syndicat des employés de la fonction publique
de l'Ontario**

on behalf of its Local 679

AND

Manitoulin-Sudbury District Services Board

DURATION: January 1, 2025–December 31, 2028



**Sector 1
6-679-10143-20281231-1**

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PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- b) To recognize the value of joint discussions and negotiations 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;
- e) To serve the public; and

WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement; to establish and maintain mutually satisfactory working conditions, hours of work, and wages and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - SCOPE AND RECOGNITION

1.01 The Employer recognizes the Ontario Public Service Employees Union / Syndicat des employés de la fonction publique de l'Ontario as the bargaining agent for all paramedic employees of the Manitoulin-Sudbury District Services Board, save and except office staff, supervisors, and those above the rank of supervisor pursuant to the *Ambulance Services Collective Bargaining Act 2001*.

1.02 Full-time Employee:

For the purposes of interpretation and clarification, full-time employees shall mean any employee who regularly works a variance of shifts amounting to an average of eighty (80) hours to a maximum of eighty-eight (88) hours in a two (2) week period.

1.03 Part-time Employee:

Any employee that is not full-time. This includes casual, and regular part-time.

1.04 Casual Employee:

A part-time employee that is required to provide a minimum availability for work, and have their amount of scheduled shifts capped, in accordance with the terms of Appendix B.

1.05 Regular Part-time Employee

A part-time employee that is required to provide a minimum availability for work, in accordance with the terms of Appendix B.

1.06 Temporary Employee:

A temporary employee is an employee who is externally hired to backfill a position for an employee absent as a result of maternity, sick leave, or other authorized leave of absence up to a maximum of twelve (12) months away from the workplace after the internal hiring process has resulted in a failed competition. Any extension of a temporary backfill assignment must be agreed upon in writing between the Employer, the Employee and the Union, such a request shall not be unreasonably denied.

1.07 Full Time Float Employee

An employee assigned to a service area. The Full Time Float Employee's schedule will fall into either A/B or C/D full-time paramedic rotations.

ARTICLE 2 - RELATIONSHIP

2.01 The parties agree that any employee covered by this Collective Agreement may become, or refrain from becoming, a member of the Union if they wish to do so and indicates such in writing to the Union.

2.02 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by any of them or by any of their representatives or members and includes the obligation of

the parties under the *Ontario Human Rights Code* and amendments pursuant thereto.

- 2.03 It is agreed that the Union will not meet with employees on the premises of the Employer without permission of the Chief of Paramedic Services or designate. The Employer will provide one (1) bulletin board per base for the posting of local union business notices. The Union agrees to send a copy of any notices to the Employer. Union business will not be conducted so as to disrupt the workplace.
- 2.04 The parties agree that all bargaining unit work shall be performed by paramedics who are bargaining unit employees of the DSB, except in emergencies as declared by the Employer when such employees are not available or where a member of Management must meet obligations to remain certified by the local medical certifying authority consistent with Article 26.05 or in situation of down staffing where no unionized employees are available.

In situations where the Employer has declared an emergency resulting in Management transporting a patient, the Employer will notify the Local President or designee within two (2) business days.

- 2.05 The Employer agrees that any new employees in the bargaining unit will be introduced to the Local President or designee. The Employer agrees that the Union shall be allowed sixty (60) minutes to provide the newly-hired employees with an orientation to the union during the Employer's Orientation Program. The Employer will advise the Union President two (2) weeks in advance of the scheduled orientation.
- 2.06 All correspondence between the parties, arising out of this Agreement shall pass to and from either the Chief of Paramedic Services or designate on behalf of the Employer, and the Staff Representative on behalf of the Union with a copy to the local Union president.
- 2.07 The parties agree that the Employee-Employer Relations Committee will review any existing contracted out work or work conducted by consultants which would otherwise be bargaining unit work, with a view to assessing the practicality and cost-effectiveness of having such work performed in-house by members of the OPSEU/SEFPO bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the DSB is the employer responsible for the management and direction of the work force and shall retain all other residual management rights without limitation except as otherwise specifically limited in this agreement.
- 3.02 Without limiting the generality of the foregoing, management's rights include:
- a) The right to direct the work force;
 - b) The right to plan, direct, manage and co-ordinate the operation of the Paramedic Service;
 - c) The right to introduce new and improved methods, facilities, equipment;
 - d) The right to determine work schedules, work assignments and methods of doing work;
 - e) The right to determine, at its discretion at all times, number of employees and the amount of supervisors necessary;
 - f) The right to formulate policies as set out in the Employer Policy and Procedure subject to Union consultation;
 - g) The right to establish standards of care and quality;
 - h) The right to determine the nature, type, location and scope of 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 employees;
 - j) The right to operate the Paramedic Service so as to provide appropriate emergency health care in a manner consistent with the obligations of the Employer to the Ministry of Health and the general public;
 - k) The right to maintain order and efficiency.

- 3.03 All 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 the Agreement.

ARTICLE 4 - CHECKOFF OF UNION DUES

- 4.01 The Employer shall deduct from the regular pay of each employee in the bargaining unit beginning with the first day worked, an amount equivalent to such union dues as may be designated by the Union from time to time. The Employer agrees to remit this amount to the First Vice-President/Treasurer of the Union, Accounting Department of OPSEU/SEFPO, 100 Lesmill Road, North York, Ontario, M3B 3P8, not later than the 15th day of each month following deduction, accompanied by an alphabetical list of employees names, the S.I.N. numbers, the amount of dues deducted for each of the employees' and for what period, and the date a bargaining unit member is hired, goes on leave of absence or terminates employment.
- 4.02 Dues will be deducted based on the current rate as adjusted from time to time by the Union on the basic salary plus overtime, wage income, allowances, and lump sum payments, i.e. grievance settlements, pay equity settlements and other wage related payouts, etc.
- 4.03 The Employer agrees to include on the T4 slips of each employee affected by this Article the annual total of dues deducted.
- 4.04 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised will continue to be deducted until changed by further written notice to the Employer.
- 4.05 The Union will indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.

ARTICLE 5 - NO STRIKES/NO LOCKOUTS

- 5.01 The Employer agrees that there will not be any lockout of its employees and the Union agrees that there will not be any strike 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.

- 5.02 A current Essential Services Agreement is appended to the collective agreement. (Appendix "C")

ARTICLE 6 - EMPLOYEE REPRESENTATION

- 6.01 The Employer recognizes the right of the Union to appoint or otherwise elect their stewards. The Employer agrees to recognize one steward per base for handling grievances, disputes, or differences that may arise under this Agreement. The name of the stewards shall be given to the Chief of Paramedic Services or designee in writing.

6.02 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee of five (5) members of the bargaining unit plus a representative of the Ontario Public Service Employees Union / Syndicat des employés de la fonction publique de l'Ontario. The members of the bargaining committee shall be paid their regular hourly wages for all such hours spent bargaining exclusive of pre-bargaining caucuses convened by the bargaining agent, and any hours spent during conciliation and/or arbitration. Such hours may not be used in the calculation of overtime. The employees' work schedule will be adjusted accordingly within the preceding and subsequent pay periods.

6.03 Employee-Employer Relations Committee (EERC):

- a) There shall be an Employee Employer Relations Committee which shall consist of five (5) representatives of the Union and not more than five (5) representatives of the Employer. A staff representative or employer consultant may attend any meeting between the parties. Additional resource persons may accompany the representatives of either party upon reasonable notice.
- b) The Committee shall meet at the request of either party to discuss matters of concern at an agreed upon time and place, at least once per quarter. Any such meeting may be cancelled upon mutual consent. Each party shall advise the other party of agenda items as far in advance of the meeting as possible but no later than one (1) week before the meeting.

- c) Up to three (3) union members of the EERC will attend meetings without loss of pay or benefits. The Union members to be paid shall be identified prior to the meeting.
 - d) The Employer will prepare and distribute draft minutes for the Union to review within fourteen (14) days of the meeting. The Union will provide feedback within seven (7) days of receipt from management. The objective is to have the minutes distributed to the membership within twenty-one (21) days of the meeting.
- 6.04 A Steward will be allowed to leave their work without loss to attend to Union business on the following conditions:
- a) To attend local union matters after obtaining permission from the Chief of Paramedic Services or designee. The time shall be devoted to prompt handling of necessary union/management relations and shall not interfere with the efficient operation of the Service as determined by management. Reasonable preparation and travel time will be provided.
 - b) To attend without loss of pay with the exception of grievance arbitrations, and any Union business away from the Employer's place of business.
 - c) It is agreed, subject to extenuating circumstances and prior approval of the Employer, the Steward appointed under this Article will work at the same Base as the affected employee whenever possible.

ARTICLE 7 - OCCUPATIONAL HEALTH AND SAFETY

- 7.01 In accordance with the *Ontario Occupational Health and Safety Act* and amendments thereto, 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 the Employer and the employees 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.
- 7.02 Recognizing their joint responsibility under the applicable legislation, the Employer and the Union agree to establish a Joint Health & Safety Committee, to which at least three (3) representatives elected/selected or appointed by each of the Union and the Employer shall constitute the committee. Meetings shall be

held quarterly or more frequently at the call of either party at a mutually agreeable time and place. The Committee shall maintain Minutes of all meetings and make the same posted electronically within fourteen (14) days of the meeting.

7.03 The Union and the Employer agree to co-operate in providing the necessary information to enable the Committee to fulfill its functions. The Union and/or the Employer shall respond in writing within fourteen (14) calendar days to any Committee recommendations or inquiries.

7.04 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all health and safety rules and practices.

7.05 Return to Work

The Employer and the Union recognize that they have a joint obligation to facilitate and assist with the reintegration of workers returning to work following serious injuries or illnesses. Where a return to work meeting is occurring, employees have the right to arrange for union representation in any such meeting regarding their return to work, recognizing that the union representative's inability to attend shall not delay the meeting in a manner that delays the employee's return to work. To support this joint obligation, the Employer will inform the Local President or designee of the need of a meeting for this purpose.

7.06 The Employer and the Union agree that the security system installed in all Paramedic stations are for the security of DSB property and the safety of all employees. The parties agree that the security cameras are not intended for monitoring employees and the Employer will not utilize the videos as a substitution for managing employees' performance.

7.07 Workplace Harassment and Violence

Both parties agree that it is essential to provide and maintain a work environment in which all employees are free from workplace harassment, sexual harassment, bullying and discrimination. Such actions are not tolerated and, where possible, are to be redressed.

The employer affirms it will take all necessary steps in order to ensure that allegations of harassment or violence be investigated and dealt with and to provide for a safe workplace.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Employees shall have the right, upon request, to the presence of a Union Steward, whose presence may be by teleconference, subject to mutual agreement and on a case-by-case basis, at any stage of the grievance procedure, including the complaint stage, or at any time where formal discipline is imposed. Where the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge.

8.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Employer relating to the interpretation, application, administration or alleged violation of the Agreement.

8.03 STAGE 1 (Complaint Stage)

It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor within ten (10) days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. Failing settlement within ten (10) days, it shall then be taken up as a grievance within the ten (10) days following their immediate supervisor's decision in the following manner and sequence:

STAGE 2 (Formal Grievance Stage)

The Employee must submit the grievance through the Local Union, signed by the grievor and the Local Union Steward, or designate, to the Chief of Paramedic Services or designate. The grievance shall identify the nature of the grievance, the remedy sought, and shall specify the provisions of the Agreement which are alleged to have been violated.

The parties will have a period of up to thirty (30) days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the Union with a formal written response setting out the Employer's position on the matter.

During the thirty (30) day resolution period referred to above, the parties will attempt to resolve the matter(s) in dispute through a Stage 2 meeting or series of meetings which shall involve the individuals with the authority to resolve the grievance.

In resolving the dispute, the parties will hold the meeting, and any other meetings as may be agreed, to thoroughly consider the grievance and attempt to find a resolution. The governing principle will be that the parties have a mutual interest in their own solutions and avoiding, if at all possible, having the decision made by an arbitrator.

If the parties are unable to resolve the grievance, the Employer will provide the Union with a written response to the grievance by the end of the thirtieth (30) day following the date of the filing of the grievance.

The Union will then have a period of ten (10) days from the date of the Employer's response to determine if the response is acceptable or will refer the matter to arbitration.

- 8.04 Time limits may be extended by mutual consent and confirmed in writing. It is agreed that time limits referred to in Articles 8 and 9 shall not include Saturdays, Sundays, Designated Holidays and/or Statutory Holidays.

8.05 EMPLOYER GRIEVANCES AND UNION POLICY GRIEVANCES

Any grievance initiated by the Employer may be referred in writing as a grievance to the Union Staff Representative or designate within ten (10) days of the occurrence of the circumstances giving rise to the grievance. The parties shall meet within ten (10) days thereafter to consider the grievance. If final settlement of the grievance is not completed within ten (10) days of such meeting, the grievance may be referred to arbitration as provided in Article 9.

A union policy grievance, which is defined as an alleged violation of this Agreement affecting more than one (1) employee in the bargaining unit, may be referred in writing as a grievance to the Chief of Paramedic Services or designate within ten (10) days after the circumstances 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.

8.06 DISCHARGE AND DISCIPLINARY PROCEDURES

- a) 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 Union President and/or the steward who was present at the meeting) setting forth the action taken, and the penalty imposed. The employee will be given the opportunity to consult with a steward.
- b) Whenever the Employer deems it necessary to issue a written reprimand to an employee, such reprimand shall be issued within fifteen (15) calendar days of being made aware of the circumstances giving rise to the reprimand and particulars of the reprimand shall be issued at the same time with a copy to the steward. The fifteen (15) day period may be extended by the mutual agreement between the parties.
- c) A claim by an employee who has been suspended, disciplined, or discharged without sufficient cause shall be treated as a grievance and taken up at Stage 2 of the grievance procedure within ten (10) days of such suspension, discipline or discharge.
- d) The disciplining of any employee shall not be used against them in future disciplinary actions in the following instances:
 - (i) Eighteen (18) months have elapsed since the issuance of any form of discipline.
- e) Any letter of counsel given to an employee, while non-disciplinary in nature, shall be removed from their file and not used against them in future actions eighteen (18) months from the date of issuance.

8.07 An employee shall have the right to access and review their personnel file on reasonable written notice and in the presence of the Human Resources Manager or designate. The employee will be provided, upon request, with a copy of any material in said file. 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.) Copies of any documents contained in the personnel file may be released to the employee upon written request with the understanding that the confidentiality of those

documents is no longer in the sole control of the Employer. A letter outlining any of the employee's disagreements with any comments contained therein will be appended to the file.

ARTICLE 9 - ARBITRATION

9.01 Where a grievance, which has not been resolved through the grievance procedure, is referred to arbitration, the party referring the grievance shall give written notice to the other party not later than ten (10) days after the response from Stage 2 that it intends to refer the matter to arbitration.

9.02 The parties agree to the following process for expediting the hearing and decisions of grievances referred to arbitration. It is also agreed that the full arbitration procedure and rights outlined in the *Ontario Labour Relations Act* will apply, subject to the following:

- a) Any grievance including outstanding grievances where a hearing has not commenced, may be referred to an agreed upon single arbitrator or to an expedited hearing as provided under the *Ontario Labour Relations Act*.
- b) The parties shall advise the Ontario Labour Relations Board of the names of arbitrators acceptable to both parties for purposes of conducting expedited hearings under this Article. Where such arbitrators are not available within the prescribed time limits either party may apply for the appointment of an arbitrator pursuant to the Ontario Labour Relations Board.
- c) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.

9.03 MEDIATION/ARBITRATION PROCESS

a) Notwithstanding the grievance procedure in this collective agreement, the parties may at any time agree to refer one or more grievances to a mediator or a single mediator-arbitrator for the purpose of resolving the grievances in an expeditious and informal manner.

- (i) The parties shall not refer a grievance to a mediator-arbitrator unless they have agreed upon the nature of any issues in dispute.

(ii) A mediator-arbitrator appointed under this Article shall begin proceedings within forty-five (45) days of referral to mediation-arbitration, unless a later date is agreed to by the parties.

(iii) The mediator-arbitrator may adopt such procedures as are necessary to allow an expeditious resolution of the issue in dispute. Decisions by a mediator-arbitrator may be made in such a manner as the mediator-arbitrator chooses; however, a written decision shall be made at the request of either party.

(iv) The mediator-arbitrator shall issue a written decision no later than twenty (20) days from the date of the hearing.

ARTICLE 10 - SENIORITY

10.01 Seniority, as referred to in this Agreement, shall mean the length of continuous service with the Employer for full-time employees and shall mean hours worked for the Employer for part-time employees. The application of seniority shall be used for: layoffs, recall from layoff, job postings, transfers, vacation entitlement, scheduling, wage progression and severance pay entitlements.

10.02 The Employer shall maintain two (2) separate seniority lists, one for full-time employees and one for part-time employees. The Part-time seniority list shall be calculated and posted monthly (following the closing of the month's final payroll), and the full-time list will be posted based on the closing of the last pay of March and the closing of the last pay of September. A copy of the lists shall be posted electronically on the DSB site, and a copy shall be given to the Union. If an employee does not challenge the position of their name on the list within fourteen (14) calendar days from the date the seniority list was posted, then that employee shall be deemed to have the proper seniority standing. Any challenge to a newly posted seniority list shall result in comparison of the newly posted seniority list to last most recent seniority list.

10.03 In the event that the DSB divests itself of its Paramedic Services through a "Sale of Business", all full-time and part-time employees currently working for the DSB shall have their current service and seniority recognized for all purposes including vacation entitlement and placement on the wage grid. In any other circumstances the Employer will make a reasonable effort to see the same provided.

10.04

- a) Employees whose status changes from full-time to regular part-time or to casual part time, or vice versa shall have both their full time and part time seniority recognized.
- b) For purposes of this Article, one (1) year of full-time service shall count as two thousand, one hundred and eighty-four (2,184) hours of part-time service and vice versa, and no employee may achieve more than one year's credit in any one calendar year.

10.05 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) fails to report for work within five (5) working days after being notified by registered mail by the Employer of recall;
- d) is absent from work for five (5) consecutive working days unless such absence is approved by the Employer in writing;
- e) utilizes a leave of absence for a purpose other than that for which it was granted without first obtaining the consent of the Employer in writing;
- f) fails to return to work upon the termination of an authorized leave of absence.
- g) is absent due to a disability for a period of twenty-four (24) months from the time the disability or illness commenced, or upon exceeding the two (2) year own occupation definition of the LTD plan, whichever is greater, providing such termination is not in violation of the *Human Rights Code*.

10.06 a) Seniority for full-time employees, when not actually at work for the Employer, shall be accumulated in the following circumstances only:

- i. when off work due to lay-off, seniority shall continue to accumulate for a period of time equal to six (6) months;

- ii. when off work due to sickness or accident;
 - iii. 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.
 - iv. when absent on any leave as provided under the *Employment Standards Act*
 - v. when absent on vacation with pay or on a designated holiday and/or statutory holiday;
 - vi. when absent due to witness duty in relation to work under article 15.03 Witness Duty;
 - vii. when an employee is scheduled for union leave under article 15.04.
- b) Seniority for part-time employees, when not actually at work for the Employer, shall be accumulated in the following circumstances only:
- (i) when absent on any leave as provided the *Employment Standards Act*;
 - (ii) when absent due to witness duty in relation to work under Article 15.03 – Witness Duty;
 - (iii) when scheduling error occurs under Article 16.03(a), the employee will accumulate seniority hours equal to the hours of pay received under article 16.03(a);
 - (iv) when an employee is scheduled for union leave under Article 15.04.

10.07

- a) A bargaining unit member who temporarily or on a casual basis accepts a non-bargaining unit position with the Employer will accumulate seniority for a maximum period of up to six hundred and twenty-four (624) hours in a calendar year. The maximum amount of hours in a calendar year that any bargaining unit member can act in any non-bargaining unit position is six hundred and twenty-four (624) hours. The Employer will notify the Local President or designate on a quarterly basis of the number of hours worked by bargaining unit members in a relief superintendent capacity.

- b) Any member working as a Relief Superintendent will not participate in terminations or formal disciplinary actions or lead formal investigation procedures. Any bargaining unit member acting in such a position will be required to sign a commitment of confidentiality regarding information obtained while in that position.
- c) Notwithstanding a) above, a part-time employee appointed to any non-bargaining unit position will only accrue seniority to the extent that their seniority for the current pay period does not exceed the seniority accrued for the average of the last two months of the seniority list immediately prior to the appointment.
- d) No Relief Superintendents will be scheduled to work shifts where pending vacation requests from bargaining unit members exist.

ARTICLE 11 - POSTING AND FILLING OF VACANCIES

11.01 Lateral Transfer

A lateral transfer is a transfer to a vacancy within the Paramedic's classification.

- a) All employees will have the opportunity to submit electronically to the Employer (using a method established by the Employer) their desire to be transferred to a vacancy in their classification within the Bargaining Unit. They will further be able to indicate their preference rating for the work locations that they desire to be transferred to, and their preferred scheduling line(s). The resulting list shall be referred to as the "Lateral Transfer List."
- b) Where there is a permanent vacancy in the bargaining unit, the following process will occur:
 - i. The Employer will issue a general reminder to all bargaining- unit employees using its electronic system that a vacancy is coming available and will indicate the starting location of the first vacancy only, and that they should update their preferences on the Lateral Transfer List within seventy-two (72) hours. At least seventy-two (72) hours following the reminder, the process in (ii.) will occur;

- ii. The Employer will review the Lateral Transfer List. The vacancy that exists will then be assigned to the most senior person on the Lateral Transfer List that has indicated a willingness to transfer to the work location and scheduling line in question;
 - iii. Once awarded, the employee will be required to assume the awarded position. The process described in (ii.) and (iii.) shall then be repeated for any resulting vacancy, until there is no person interested in a Lateral Transfer to the resulting vacancy;
 - iv. Once there is no person interested in a Lateral Transfer, the position may be posted externally.
- c) Any person assigned to a vacancy in accordance with (b) will be contacted and advised of the assignment.
 - d) Employees are responsible for keeping their preferences up to date on the Lateral Transfer List, as they will be assigned vacancies based on these preferences in accordance with (c).
 - e) It is understood that any employee who changes assignment by virtue of this article may be required to relinquish any approved time off. Where this occurs, such employee shall be required to resubmit their time off requests to the Deputy Chief or designate within seven (7) days of the appointment.
 - f) Nothing in this article shall be interpreted as the employee owning their shift rotation or scheduling line. It is understood that shift rotations and scheduling lines may be altered by the Employer.

11.02 Job Postings

Upon concluding the process outlined in 11.01 above, any unfilled permanent full-time and part-time vacancies within the bargaining unit shall be posted for five (5) days excluding weekends closing at 4:00 pm on the fifth day. Employees are required to submit a complete application package including a cover letter and a copy of all required qualifications for positions outside of their classification.

The notice of vacancy shall state the nature and title of position, salary and qualifications required, and the hours of work. The internal notice of vacancy

shall also state the work location and shift rotation where the position currently exists, and the position represented by the bargaining unit. Nothing in this article shall be interpreted as the employee owning their shift rotation or scheduling line. It is understood that shift rotations or scheduling lines may be altered by the Employer. In the case of demotions and in all cases of increase and decrease in the number of employees as well as the assignment of work based upon qualifications, the following factors shall be considered:

- a) Abilities and qualifications in accordance with the bona fide job requirements and legislation;
- b) Service Wide Seniority as of the end of the most recent closed pay period.

Preference shall be given to factor (a) except where in the opinion of the Employer, the factors in a) are relatively equal for the position, then b) Service Wide seniority shall govern.

11.03 It is agreed that permanent full-time or part-time vacancies and new positions shall be filled pursuant to this Article, internally to qualified persons prior to considering any outside applicants.

11.04 a) Temporary vacancies that are expected to exceed thirty (30) days but less than four (4) months due to approved leaves shall be offered to interested employees as determined by the Lateral Transfer List. Once a temporary vacancy offer has been accepted, the parties agree that a maximum of one (1) resulting additional offer required will be generated utilizing the Lateral Transfer List. Extensions to such contracts will be established through mutual agreement.

b) Approved temporary leaves of a known or fixed duration of more than four (4) months (e.g. pregnancy/parental leave) shall be offered to interested employees as determined by the Lateral Transfer List. Once a temporary vacancy offer has been accepted, the parties agree that resulting additional offers required will be generated using the Lateral Transfer List. Extensions to such contracts will be established through mutual agreement.

Any temporary vacancy of less than the timeframes described above will be filled using part-time employees.

The parties agree that temporary postings will not be used for the purpose of vacation replacement during the period of June 1 to August 31 for Service Areas 1, 2, and 3.

NOTE: Please note that Article 11.04 above does not apply to Pilot Projects.

11.05 The Union will be notified of the successful candidate to the vacancies within seven (7) days of the position being filled. The Union will have access to the "Lateral Transfer List" upon request.

ARTICLE 12 - PROBATION PERIOD

12.01 A full-time employee shall be on probation until the employee has been in the employment of the Employer for six (6) months. A part-time employee shall be on probation until the employee has completed one thousand forty (1040) regular hours of work or twelve (12) consecutive months. An employee obtains seniority, equal to their length of service, upon completing their probationary period. An employee may be released during the probationary period for just cause and such release of an employee during the probationary period shall not be the subject of a grievance or arbitration as long as the termination is neither in bad faith, arbitrary nor contrary to the *Ontario Human Rights Code*.

ARTICLE 13 – ADVANCED CARE PARAMEDIC IMPLEMENTATION

13.01 Protection of Bargaining Unit Members

In the event the Employer decides to introduce ACPs in the workplace, it will not result in layoffs of bargaining unit members.

The Employer will fill ACP positions in accordance with the following:

- i. The Employer may post any new positions as ACP.
- ii. When a PCP position becomes vacant, the Employer may post the position as either PCP or both ACP/PCP. The position will be filled in accordance with Article 11.01. Seniority will be the deciding factor. If an ACP is successful, the position will be designated as ACP for future purposes.

13.02 Consultation and Communication

- i. The Employer agrees to consult with the Union in a timely and transparent manner prior to the introduction of ACPs into the bargaining unit.
- ii. The Employer agrees to engage in ongoing dialogue with the Union and affected employees to address any concerns that may arise during the implementation phase.

ARTICLE 14 - JOB SECURITY

14.01

- a) The Employer shall provide a minimum of four (4) months' notice of a reduction of the permanent full-time workforce.
- b) In the event of a layoff due to a reduction in the workforce, the least senior full-time employee in the station affected shall receive the notice of layoff and will have the following options:
 - i. displace another employee following the process identified below,
 - ii. accept a vacancy if one exists,
 - iii. accept the layoff and be placed on recall; or
 - iv. choose to work part-time
- c) The most senior full-time employee in receipt of a notice of layoff under (a) above, shall be required to identify their option within the first two (2) weeks of their notice period.
- d) Displacement Process:
 - i. The employee shall displace the most junior full-time employee within their classification within a seventy-five (75km) kilometre radius of their home base, or Service Area where the employee holds a float position.
 - ii. Failing a displacement option under i) above, the employee shall displace the most junior full-time employee within their classification

and within a one hundred and fifty (150km) kilometre radius of their home base; for employees affected by layoff in Service Area 4, the entire Service Area will be considered in lieu of the one hundred and fifty (150km) kilometres applicable in other Service Areas.

- iii. Failing a displacement option under ii) above, the employee shall displace the most junior full-time employee within their classification service wide.
 - iv. Failing a displacement option under any of the above, the employee shall displace the most junior full-time employee within a classification they are qualified to hold following the process in i) ii) iii).
 - v. Failing a displacement option under iv) above, the employee shall elect to be converted to part-time status.
 - vi. An employee who is displaced under i), ii) or iii) above, shall follow the same sequential process identified but will not be eligible for any additional notice.
 - vii. A part-time employee shall not displace a full-time employee. Notwithstanding the process outlined above, all appropriate and applicable temporary positions will be made available to an affected employee in an effort to mitigate the effect of layoff in the short term. Employees in the affected temporary positions will revert to their home positions, if any.
- e) In the event that a vacancy becomes available, a full-time employee who has been laid off shall have the right of recall for a period of twenty-four (24) months.
- i. An employee may decline a notice of recall for any reason without penalty and shall remain on the recall list until recalled to a station that is acceptable or until the recall period expires.
 - ii. Notice of recall shall be sent to the employees by registered mail at their address of record with the Employer. It shall be the responsibility of the employee to keep the Employer advised of the employee's current address.

- iii. A full-time employee who is in receipt of a notice of layoff and is placed on the recall list will have the option of deferring their severance payments. The employee will receive their severance payments upon the earliest of their resignation or at the end of their recall period.
- iv. An employee will be recalled based on their seniority provided the employee has the qualifications and ability to perform the work.

14.02

- a) The Employer shall notify employees who are to be laid off a minimum of four (4) months prior to the effective date of the layoff, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice or pay in lieu thereof shall be given.
- b) The right of laid off employees to benefits under this agreement shall continue for a period of four (4) months.
- c) An employee who has not received a notice of layoff 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, the employee 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 the employee shall be entitled to severance pay if otherwise eligible under provisions of Article 14.03 – "Severance Pay".

14.03 SEVERANCE

- a) An employee with five (5) years of service shall be entitled to receive, on separation from employment, severance pay of one (1) week's pay per year of service, up to a maximum of twenty-six (26) weeks of pay. For the purposes of indefinite 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:
 - i. 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) Such severance pay shall only be provided in cases of separation from employment due to:
 - i. The death of the employee;
 - ii. 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 lay-off means a period of thirty-five (35) consecutive weeks or more of lay-off;
 - iii. The employee being unable to meet the conditions of employment due to physical or mental reasons which result in a termination by the Employer.

14.04 An employee who suffered a permanent lay off will be entitled to a training allowance of one thousand five hundred dollars (\$1,500.00) to be used for the cost of tuition for a certified educational program with supporting receipts within twenty-four (24) months of the effective date of the layoff.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 The Employer may grant a leave of absence without pay to an employee who requests such leave in writing. Any employee who is granted the leave of absence shall continue to accumulate their average hourly seniority for the first six (6) months of such leave in accordance with Article 10.06 (a, iii).

15.02 Training and Development

- a) The Employer will pay for all Ministry of Health, Base Hospital and Employer mandatory training, including time spent at training and cost of training where applicable. Payment for such training will be paid out to each employee when that employee completes the training no later than the following pay period. Hours spent in training shall be subject to overtime payment for all hours worked in excess of the scheduled hours (80-84-88) subject to Article 17.02 a) and b).
- b) The Employer will pay for the cost of CPR training for all employees. The rates will be based on the current day Sudbury Canadian Red Cross rates and the

level of CPR training paid for will be in accordance with required legislation. The Employer has the option of providing the CPR training in-house. When training is provided in-house the employees will not be eligible for reimbursement. The Employer will not pay for time spent on external CPR training.

- c) The Employer will only pay for time spent on the first attempt at certification or re-certification. It is understood that this provision does not apply to employees who have received such payments elsewhere.
- d) Should a Paramedic be deactivated by Base Hospital as a direct result of an approved absence from work in excess of ninety (90) days due to medical illness or injury or parental/pregnancy leave, the Employer will compensate the employee for attendance at one session of Base Hospital recertification at straight time. Time spent travelling and mileage will not be payable.
- e) The Employer will reimburse the cost of the license renewal fee for MTO Driver's License class allowing operation of Paramedic Services vehicles, where such costs have not been recovered elsewhere (including the costs of required medical, vision and auditory tests). The Employer will not pay for time spent on the MTO Driver's License renewal process.

15.03 Witness and Jury Duty

The Chief of Paramedic Services or designate must be notified immediately following receipt of a subpoena or summons. An authorized court duty form, signed by a court official, with the attached summons/subpoena must be provided for all reimbursement claims made under this Article.

Witness Duty

- i. Each employee who is required to appear in Court or at a Coroner's Inquest, or at a Government Tribunal or Hearing relating to Manitoulin-Sudbury DSB business shall be paid their full shift salary or in lieu of, including expenses if they were otherwise scheduled to be off that day, and the employee will be replaced on the regular schedule for the number of shifts paid under this provision. In order to qualify for this provision, an employee must provide a copy of the request for attendance to their Superintendent or designate for approval in advance.

All court attendance fees, appearance fees and expenses received by the employee shall be remitted to the DSB.

Jury Duty

- i. Each employee who is summoned to and/or is selected for jury duty during their regular scheduled shift shall be paid their full shift salary.
- ii. The daily jury duty fee paid by the Court associated with a regularly scheduled shift for which pay is received in part (i) shall be remitted to the Employer.

15.04 Union Leave

- a) Upon at least fourteen (14) days written notice by the Union, leave of absence with pay and without loss of seniority shall be granted to attend union activities. This leave shall be capped at a total of thirty-five (35) days per calendar year for the bargaining unit. Additional leave beyond this cap may be requested and will be considered by the Employer at their discretion.
- b) Upon at least fourteen (14) days written notice by the Union, leave of absence shall be granted with pay and without loss of seniority to function as OPSEU/SEFPO Executive Board members and/or Divisional Executive members.
- c) The Union submitting a request for leave under this article constitutes an agreement on the part of the Union to reimburse the Employer for the wages and benefits paid at regular time.
- d) The Union shall discuss any required leave with the Employer at the earliest opportunity.
- e) It is understood that leaves requested by the Union may be withheld if the Employer is unable to meet operational requirements. It is understood that these leaves are not intended to result in additional overtime costs to the Employer as a result of replacing the employee that is on union leave. Requests shall not be unreasonably denied.

15.05 Bereavement Leave

a) Full-Time 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 mother, father, wife, husband, son, daughter, sister, brother, step-children, and three (3) consecutive working days for grandmother, grandfather, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parents and one working day for the employee's direct relative aunt or uncle. For the purposes of clarity, spousal relations are not included as the employee's relative for the purpose of this Article, except where expressly stated herein. With notification and approval of the employer, full time employees may defer one bereavement day for a later interment. Management reserves the right to require the employee to submit confirmation of attendance at the funeral/memorial service and relationship.

Requests for additional leave may be granted at the sole discretion of the Deputy Chief or designate, either without pay or through the use of other earned credits.

b) Part-Time Employees:

Bereavement leave with no loss of pay for all scheduled shifts, and for all non-scheduled shifts that the employee would have otherwise been offered based on their stated availability in the scheduling system in advance of the death (at regular pay only), is as follows:

- i. Five (5) consecutive calendar days commencing the day following the death to attend the funeral/service of a parent, partner/spouse, child, sibling, step-children;
- ii. Three (3) consecutive calendar days commencing the day following the death of a grandparent, grandchildren, parent in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parents; and
- iii. One (1) calendar day for the employee's direct relative aunt or uncle. For the purposes of clarity, spousal relations are not included as the employee's relative for the purpose of this Article, except where expressly stated herein. With notification and approval of the employer, part time employees may defer one (1) bereavement day for a later

internment. Management reserves the right to require the employee to submit confirmation of attendance at the funeral/memorial service and relationship.

Requests for additional leave may be granted at the sole discretion of the Deputy Chief or designate, either without pay or through the use of other earned credits.

15.06 Personal Leave

Full-time Employees shall be allowed to utilize ninety-six (96) hours of accumulated sick leave credits earned per calendar year to engage in personal preventative health and dental care or in cases of the employee's immediate family emergency illness. Preventative health and dental care must be pre-booked as far in advance as possible and only will be granted based on operational demands noted in the scheduling system indicating the general reason for the request. Request for Personal Leave due to the employee's immediate family emergency illness must be called in to the Employer as soon as possible.

15.07 Pregnancy, Adoption and Parental Leave and Top Up

- a) Pregnancy, adoption and parental leave payments made according to the Employer's Supplementary Unemployment Benefit Plan will consist of the following for full-time employees:
 - i. For the one (1) week Employment Insurance waiting period, payments equivalent to eighty-five percent (85%) of the actual weekly rate of pay for the employee's classification, which the employee was receiving the last day worked prior to the commencement of the leave; and
 - ii. 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 the employee's classification, which the employee was receiving on the last day worked prior to the commencement of the leave.

b) The Employer will not require a pregnant employee to take light duties, unless it is requested by the employee and supported by a doctor's note.

c) Seniority for part time employees on pregnancy, adoption, and parental leave will be accrued while on leave as follows:

i) For part time employees who have worked one (1) year or more:

Paid Hours in Previous fifty-two (52) Weeks divided by fifty-two (52) = Seniority Hours Per Week of Leave

ii) For Part time employees who have worked for less than (1) one year:

Paid Hours divided by Number of Weeks of Employment = Seniority Hours

d) In the event that an employee entitled to the supplementary Unemployment Benefit above elects to take the extended leave option available under the *Employment Insurance Act, 2000* the parties agree that the total dollar amount received by that employee will equal the total dollar amount that would have been received had the employee not made such election.

15.08 Where an employee has been absent from work on an approved leave in excess of twelve (12) calendar months or shorter period on agreement of the parties, the employee will be entitled to two (2) shifts of re-orientation consistent with their regularly scheduled hours of work.

15.09 The employer will grant a leave of absence for not more than two (2) weeks without pay in a calendar year to an employee for the purpose of Canadian Forces Reserve training.

ARTICLE 16 - HOURS OF WORK

16.01 The normal shift shall be either eight (8) hours, ten (10) hours or twelve (12) hours inclusive of a one-half (1/2) hour paid meal break, including the associated on-call hours. The Employer agrees that there will be no change in the established weekly or daily hours of work without prior consultation with the Union.

16.02 It is understood that an employee shall be at their workplace and ready to assume their duties at the commencement of their working day.

16.03 Schedule Errors:

- a) Scheduling errors that are brought to the attention of the Employer within seventy-two (72) hours of the start time of the shift in question will be corrected by re-assigning that shift to the employee who should have received the shift. The affected employee will
 - i. Being paid four (4) hours at regular pay; or
 - ii. Being scheduled a full shift on the day in question. Under such a scenario, the Employer will assign work to the affected employee in a location within the same service area.
- b) Scheduling errors that are brought to the attention of the Employer more than seventy-two (72) hours from the start time of the shift in question will be corrected by re-assigning that shift to the employee who should have received the shift. The affected employee will be returned to the call-in list.
- c) The parties agree that if the scheduling error is corrected in accordance with this Article, any affected employee cannot grieve this matter.

16.04 Standard/Daylight Savings Time Changes

Employees shall be paid for the length of the typical scheduled shift, and not the time actually worked, when scheduled to work the nights of the standard/daylight savings time changes.

16.05 Rest Periods

Employees who work overtime which results in less than eight (8) hours rest after the completion of their overtime period and the commencement of their next regular shift, may take time off without loss of pay or credits to enable them to have a full eight (8) hour rest period between such overtime period and commencement of work on the regular shift. The parties agree that time spent on call-outs is not considered to be hours of work for this purpose. Call out stations will be monitored and will be dealt with on a case-by-case basis.

ARTICLE 17 - PAY

17.01 The regular straight time rate of pay is that prescribed in the wage Schedule (Appendix "A").

17.02 Overtime

- a) Time and one-half (1 ½) shall be paid to all full-time employees for all hours worked in excess of the scheduled eighty-four (84) hours in a two (2) week period with the exception of Designated Holidays and/or Statutory Holidays.
- b) Time and one-half (1 ½) shall be paid to all part-time employees for all hours worked in excess of their scheduled shift or in excess of eighty-four (84) hours in a two (2) week period.
- c) Full-time/Regular Part-time employees may accumulate overtime hours in their lieu time bank for payment at the rate of time and one-half (1 ½) for all hours worked. Employees must advise the Employer of their preference of banking these hours in lieu of payment when overtime is worked. Overtime banks shall not exceed one hundred and forty-four (144) hours at any given time.
- d) Employees may request a full or partial payout of their overtime bank on a quarterly basis in accordance with a pre-determined schedule set by the Employer. All banked overtime shall be paid to employees at the end of the year. An employee may request up to ninety-six (96) of banked overtime be carried over to the following year, however, such hours carried over must be taken off or paid out by March 31st of that year.
- e) The Employer will pay employees Overtime for shift over-runs based on time actually worked, paid to the minute.
- f) Where employees arrive back to their station at or after the scheduled end time for the shift, a maximum of thirty (30) minutes of overtime will be allowed for end of shift activities including but not limited to completion of charting, equipment restocking, or disinfection/cleaning. The thirty (30) minutes start from the time that the crew arrives back at their station; any overtime beyond thirty (30) minutes must be approved by the Superintendent in advance of it occurring where possible, or as it is occurring where not possible. All other overtime requires approval of the Superintendent in advance of it occurring where possible, or as it is occurring where not possible.

17.03 Call Back

- a) Any employee who is called back outside of their regularly scheduled hours and elects to report for work shall be paid for all hours worked at straight time or overtime, as applicable.
- b) Call-back is defined as the time from when the employee is called or paged and shall not be used for the calculation of overtime.

17.04 On-Call

- a) On-call means a period of regularly scheduled time where the designated on-call employee is not obligated to be on-site but must be available for immediate recall to work. On-call hours shall not be used for the calculation of overtime.
- b) An employee who is on-call shall be paid effective the date of ratification five dollars and fifty cents (\$5.50) per hour while on call. Effective January 1, 2027, an employee who is working on-call shall be paid six dollars (\$6.00) per hour while on-call. Effective January 1, 2028, an employee who is working on-call shall be paid six dollars and fifty cents (\$6.50) per hour while on-call. An employee who is on-call on a statutory holiday shall be paid two times (2X) the regular on-call rate.
- c) When on-call and notified to report to work, the employee is required to arrive at the Paramedic Services station and be mobile to the call within ten (10) minutes of the notification and they shall be paid for a minimum of four (4) hours at time and one-half (1 ½).

17.05

- a) There shall be no pyramiding of wages or benefits arising from being on call to being called in.
- b) Part-time employees will be credited for a minimum of four (4) hours of seniority for each call out.
- c) Where a Paramedic completes only the on-call portion of a shift (for clarity, has not worked the preceding on-site portion of the shift), they will be credited with four (4) hours pay at the rate of time and one-half (1 ½). This does not apply to shift exchanges.

17.06 Reporting Pay

Part-time employees who report for a scheduled shift will be guaranteed at least four (4) hours of work or will be paid for at least four (4) hours. The reporting allowance outlined herein shall not apply whenever an employee has received twelve (12) hours prior notice not to report for work.

(Note: Full-time employees are not eligible for the reporting allowance since they are not subject to be sent home due to lack of work.)

17.07 Orientation Pay

When an Employer invites a new hire to attend mandatory orientation, the Employer will pay the entire wages for each day in attendance as per the current wage grid. It is understood that time spent during initial base hospital certification, meal periods during orientation, travel to or from orientation, and external testing will be unpaid. Time spent during orientation will not count towards satisfying the probationary period.

17.08 Service Educator Pay

All Paramedics shall receive a premium of one dollar (\$1.00) per hour while educating a student, a Paramedic returning to work following an approved leave, and while orienting new employees. The Paramedic shall complete and sign the Base Hospital form and any and all documentation that may be required by the Employer or Third Party. It is agreed that management has the right to maintain a list of voluntary Service Educators.

17.09 Whereas an employee is called into work but will be late due to short notice, the employee shall be paid for the full hours of the shift with the approval of the Supervisor. The notice period will consider normal travel from the employee's home and a maximum of sixty (60) minutes to prepare to travel to the work location.

ARTICLE 18 - SHIFT PREMIUM

18.01 Shift Premium

Effective the date of ratification, an employee shall receive a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked between 16:00 and 8:00 a.m.

18.02 Notwithstanding Articles 18.01, where an employee's hours of work normally fall within 8:00 a.m. and 4:00 p.m. on a weekday, the employee shall not be entitled to receive a shift premium for hours worked between 8:00 a.m. and 4:00 p.m.

18.03 Shift premiums shall not be considered as part of an employee's basic hourly rate.

ARTICLE 19 - VACATIONS

19.01 The vacation year is the calendar year. Vacation entitlement for full-time employees during the vacation year is based upon completed service according to the seniority list up to December 31st of the previous year according to the following schedule:

Service to December 31	Paid Vacation Entitlement
Up to 1 year	Prorated to Period Worked
1 year and up to 3 years	two (2) weeks
3 years and up to 8 years	three (3) weeks
8 years and up to 15 years	four (4) weeks
15 years and up to 20 years	five (5) weeks
More than 20 years	six (6) weeks

19.02 Supplemental Vacation

In addition to Article 19.01, full-time employees will receive twelve (12) additional hours of paid vacation for every two (2) years of service.

19.03 Part-time employees are paid vacation pay each pay period according to the following schedule for seniority hours:

Up to 6240 hours	4%
6240 to 16640 hours	6%
16640 to 31200 hours	8%
31200 to 41600 hours	10%
More than 41600 hours	12%

Any vacation time off, taken by a rotational part-time employee is without pay with each four percent (4%) of vacation pay equivalent to two (2) calendar weeks of time off. It is understood that in order to gain the entire two (2) week period off

from work the rotational part time employee must enter a request for unpaid time off and make themselves unavailable for any other point in time during the two (2) calendar weeks. Any such vacation period must be requested in complete pay blocks and submitted in accordance with Article 19.05.

19.04 All vacation time off must be scheduled and approved in advance.

19.05 All vacation must be taken in the year so entitled. All vacation requests for one hundred percent (100%) of the vacation allotment are to be submitted via the electronic scheduling software by December 1 for the following calendar year. Such requests will be evaluated on a seniority basis by classification.

In order of seniority, each employee will be contacted by the Deputy Chief or designate during a pre-scheduled phone call. An employee attending to a call will not be disadvantaged. Employees will be advised of approvals and/or denials over the course of that conversation. Should a requested vacation date be denied, the employee will select alternative dates.

The vacation selection process will be completed on or before December 15.

It is the intent of this section, to provide as much advance notice as practical to employees requesting advanced time off. Employees may submit a request to the Deputy Chief to cancel vacation after it has been approved, and such approval shall not be unreasonably denied. In the event approval is granted to cancel the approved vacation request, the employee will be required to re-book an equal amount of vacation at the time of cancellation.

Any employee with vacation time remaining in the current calendar year by December 1 will meet with the deputy chief or designee in order to develop a plan to take the remaining time by the end of the calendar year. If unable to fill or schedule under extenuating circumstances and should there be unused vacation at the end of the vacation year, it will be paid out at the beginning of the next year.

Requests for use of other time off credits for the following year will not be accepted until December 16, after advance booking of vacation has been completed. Such requests will be considered on a first-come, first-serve basis.

- 19.06 Paramedics working an average of forty (40) hours per week will be credited at a rate of eight (8) hours per day or forty (40) hours per week. Paramedics working an average of forty-two (42) hours per week will be credited at a rate of eight point four (8.4) hours per day or forty-two (42) hours per week. Paramedics working an average of forty-four (44) hours per week will be credited at a rate of eight point eight (8.8) hours per day or forty-four (44) hours per week.
- 19.07 An employee who falls ill or is incapacitated for three (3) or more consecutive days as certified by a treating physician and becomes hospitalized during their scheduled time-off will be permitted to charge those days to their sick bank and have their vacation credits returned.

ARTICLE 20 - PAID HOLIDAYS

- 20.01 Paid Holidays will be banked at the beginning of the calendar year. Employees will be able to request time off from their bank of Paid Holidays until December 31. In order to facilitate employees taking as much paid time off as possible during the year, employees may request Paid Holidays for use in advance of the date the holiday occurs. Any remaining Paid Holiday time at December 31, will be paid out by January 31 of the following year. Should an employee resign prior to the end of the calendar year, their Paid Holiday bank will be reconciled accordingly; adjustments required, if any, will be made on the employee's final paycheck.
- 20.02 An employee shall be entitled to the following paid designated holidays and/or statutory holidays:

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

Removed "Day after New Year's Day" and replaced with "New Year's Eve day" beginning the January 1, 2014 calendar year.

- 20.03 To be eligible for holiday pay, an employee must work the full shift on their last scheduled work day immediately preceding such holiday and the full shift of their

first scheduled work day immediately following such holiday, unless absent due to illness. The employee may not be collecting any other monies for this day as provided through short term disability, long term disability, or WSIB.

20.04 Where an employee works on a holiday included under Article 20.02, the employee shall be paid at the rate of two times (2X) the employee's basic hourly rate for all hours worked on the specific holiday date included under Article 20.02.

20.05 In addition to the payment provided by Article 20.04, all regular full-time employees who worked the holiday shall receive an identical corresponding number of hours pay at the employee's basic scheduled hourly rate of pay or compensating leave for the corresponding number of hours worked provided the employee opts for compensating leave prior to the holiday.

ARTICLE 21 - PENSIONS

21.01 Full-Time Employees and Qualified Part-Time Employees Only

- a) The Employer agrees to maintain the OMERS pension plan into which contributions will be made in accordance with the plan.
- b) The parties agree to discuss on an annual basis any changes to the OMERS pension Plan at the EERC.

ARTICLE 22 - HEALTH & WELFARE

NOTE: Allow for chiropract/podiatrist in paramedical.

22.01 Full-Time Employees Only

The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible Employees in the active employ of the Employer. The Benefits Plans with the insurance carriers shall include coverage for Life Insurance; Short/Long term Disability, group health and dental coverage, AD&D and Out of Country Travel Insurance. Such total coverage per category will not be reduced during the term of the Collective Agreement. The Employer agrees to instruct its broker to invite the OPSEU/SEFPO Joint Trustee Benefit Plan in the tendering process should they seek to change carriers.

- a) The Short-Term Disability Plan will provide a benefit of seventy-five percent (75%) of weekly basic earnings. The Employer may elect to use a third-party administrator and fund the benefit directly, and/or wrap the benefit with Employment Insurance Sick Benefits. The Employer agrees to consult with the Union prior to making any changes in this area.
- b) Life insurance coverage at three times (3X) annual earnings to a maximum of two hundred and fifty thousand dollars (\$250,000). The employer agrees to continue paying life insurance coverage while an employee is collecting STD, LTD or WSIB benefits for twenty-four (24) months from the commencement of the absence.
- c) Effective on the first of the month following date of ratification the Dental Plan Basic Services and Major Services will be paid at one hundred percent (100%), to a maximum combined benefit of one thousand five hundred dollars (\$1500.00).
- d) Effective on the first of the month following ratification four hundred and seventy-five dollars (\$475.00) vision care every two (2) years. This amount may be utilized towards the cost of laser surgery. In addition, the cost of eye exams to a maximum of one hundred and twenty dollars (\$120.00) every two (2) years will be covered.
- e) EFFECTIVE Date of Ratification or May 1, 2025 whichever is later. The Employer agrees to provide a long-term disability plan which will be one hundred percent (100%) Employer paid and which provides a two (2) year "own occupation" benefit.
- f) The drug plan will provide a drug card to Employees with no deductible. The cost of drugs will be reimbursed as follows: one hundred percent (100%) Generic Drugs. The only circumstances in which brand drugs will be reimbursed in where, in the view of the carrier
 - i. there is no equivalent generic drug(s) and no alternative generic drug(s) therapy to treat the condition; or

- ii. the employee has had an adverse reaction/allergy to all equivalent generic drugs and alternative generic drug therapies to treat the condition. For this to occur, an Adverse Drug reaction form must be filed with the carrier.

Where the carrier indicates that a brand drug is reimbursable on this basis, it shall be reimbursed at one hundred percent (100%). Where the carrier indicates that a brand drug is not reimbursable on this basis, the brand drug will not be covered. The decisions of the carrier in this regard are no subject to grievance, but may be appealed through the carrier.

g) Sick Leave

Sick leave means the period of time an employee is said to be absent from work by virtue of being sick, disabled or in an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

- i. When absent due to sickness, the employee will endeavour to notify the Paramedic Superintendent or designate or designate with as much lead time as possible.
- ii. An employee may be required to produce a medical certificate from a duly qualified medical practitioner for absences from work where such employee has been absent for more than four (4) consecutive scheduled shifts, or where the employee has no remaining paid sick time, or at any time the Employer suspects abuse at the Employer's cost for the actual certificate.
- iii. Each full-time employee is entitled to one hundred and eight (108) hours of sick leave credits on January 1st of each year based on full employment for the preceding year. Employees who begin employment during the year will be entitled to a prorated amount of sick leave credits based on the portion of the year worked as a full-time employee.
- iv. At the end of every year each full-time employee must bank and carry forward unused sick leave credits until a maximum of one hundred ninety-two (192) hours is in the employee's bank. Fifty percent (50%) of the unused sick leave hours in excess of the maximum in the bank (192 hours) will be paid out in January of each year. Fifty percent (50%) of unused sick leave hours in the bank will be paid out in the event the

employee changes status from full time to part time. It is understood that this will be pro-rated based on the date of the status change.

h) Medical Examination

The cost of any medical examination or certificate for the purpose of establishing the employee's fitness for work or inability to return to work or for renewal of any specific license or certificate required by the Employer (with the exception of WSIB, STD or LTD) to perform their duties shall be borne by the Employer. Any medical examination will be performed by a physician of the employee's choice. The Employer using a physician of its choice may require the employee to provide further medical prognosis in order to establish the basis for the certificate. For clarification purposes, only the cost of the certificate is borne by the Employer. All other costs, including travel or time, are the responsibility of the employee. Where the Employer requires an Independent Medical Evaluation, the Employer will reimburse the employee for all associated costs.

22.02 Communicable Disease

The Employer will require employees to take disease control measures mandated by the Ministry of Health, Ministry of Long-Term Care and/or Health Canada as outlined in Ambulance Services Communicable Disease Standards and Patient Care & Transportation Standards.

Where employees during the course of employment may be exposed to communicable diseases for which there is an approved vaccine, the Employer will provide at no cost to the employee such vaccine, or any other treatment required as a result of such exposure.

22.03 The Employer will provide access to voluntary life insurance for the employee and dependants solely at the employee's request.

22.04 An employee who is absent by reason of an illness or injury for which a claim is made to WSIB and has not received a decision from WSIB within two (2) weeks of the claim being submitted, may submit a request in writing for a cash advance of up to four thousand dollars (\$4,000) for full-time and up to two thousand dollars (\$2,000) for part-time employees. Once the claim has been approved or denied by WSIB, any amounts paid by the Employer shall be reimbursed to the Employer by the employee within two (2) weeks of WSIB's decision being communicated to the employee. The parties agree that the Employer may deduct

any such amounts from monies payable to the employee (including but not limited to severance and any other payments under the Collective Agreement), with any remaining amounts being paid to the Employer by the employee.

22.05 Retirement Benefits

Full-time employees with at least twenty-five (25) years of service and entitled to a Retirement Allowance, upon agreeing to forfeit five (5) weeks of their entitlement to severance pay and enrolling in a benefit plan offered outside of the Employer's within thirty (30) days of retirement, will be entitled to have the Employer reimburse them for the first fifteen thousand dollars (\$15,000) of the benefit plan's premiums for that external plan. It is understood and agreed that this plan would not be administered by the Employer, and that the Employer's obligation to the Employee as it relates to retirement benefits are limited only to the reimbursement of premiums described herein.

22.06 All Part-Time employees shall receive fourteen percent (14%) of their regular straight time hourly rate for all straight time hours paid in lieu of fringe benefits. Fringe benefits are defined as those benefits paid in whole or in part by an employer as part of direct compensation or otherwise, including holiday pay but excluding salary, vacation pay, call back pay, reporting pay, jury and witness duty, and bereavement pay. For part-time employees who are enrolled in OMERS, the pay-in-lieu percentage will be reduced to eight (8%) percent.

ARTICLE 23 – MEAL/MILEAGE ALLOWANCE

23.01 a) Employees may claim meal expenses due to being on a call-out, call, or standby out of their catchment area. The Employee will be reimbursed seventeen dollars and fifty cents (\$17.50) per meal without receipt in accordance with the Employer's policy.

(Note: For the purposes of this Article, "out of their catchment area" means away from the assigned base.)

b) Employees will be reimbursed for seventeen dollars and fifty cents (\$17.50) meal without a receipt when traveling if the total one-way distance is more than three hundred and fifty kilometres (350km).

23.02 Mileage will be paid in accordance with the DSB Board policy. It is agreed that the rates will not be less than fifty cents (\$0.50) for the first five thousand kilometres (5000 km) and forty-four cents (\$0.44) for all kilometres over five thousand (5000) for the duration of the Collective Agreement. It is further agreed that the rates cannot exceed the Canada Revenue Agency posted rates for non-taxable reimbursement of mileage, under such circumstances the rates will be adjusted.

ARTICLE 24 – UNIFORM ALLOWANCE

24.01 Upon commencement of employment each Paramedic, paid for by the Employer, shall receive the following:

- a) dress shirts – four (4)
- b) mock turtle neck shirts – three (3)
- c) pants – three (3)
- d) toque – one (1)
- e) one pair of safety boots
- f) High visibility vest
- g) Safety helmet
- h) All season jacket
- i) Wind pants (1)
- j) gloves
- k) t-shirts (3)

24.02 Each employee will be required to replace their uniform as needed on return of the item.

24.03 The employees shall wear the uniform as designed by the Employer during working hours and at no time, save and except when the employee is going directly to work from home, or directly home from work, or as approved by the Employer for special functions.

24.04 Uniforms shall be maintained in a neat and clean condition by the employee. Uniform repairs and alterations will be the responsibility of the employee. The Employer will pay for laundering costs of the uniforms that are contaminated as a result of work-related incidents. Where PARAMEDIC SERVICES stations have laundering facilities, it will be the responsibility of the employee to launder their own soiled uniforms while on duty, with the exception of seriously contaminated uniforms which will be sent out for laundering at the Employer's cost. For clarity,

all bio-hazard contamination will be considered serious contamination.

- 24.05 The uniform shall be the property of the Employer and if an employee ceases employment for any reason, the current uniform issued, shall be returned to the Employer.

ARTICLE 25 - CONFIDENTIALITY OF EMPLOYER

- 25.01 It is understood and agreed that employees will not at any time either during the term of this Agreement or thereafter, divulge to any unauthorized person, firm or corporation any information received by them during the course of their employment concerning the business of the Employer.

ARTICLE 26 - GENERAL

- 26.01 Gender Neutral Language. The Parties agree by mutual agreement, to amend the Collective Agreement for the purpose of removing gender specific language and adopting a gender neutral format.
- 26.02 The Union and the Employer shall equally bear the cost of printing the Collective Agreement negotiated by the parties.
- 26.03 The Employer shall be responsible for the payment of all employment related health compliance costs as required by legislation.
- 26.04 The Employer will notify the Union of all hiring, lay-offs, resignations, recalls and terminations within the bargaining unit and the Union will advise the Employer of Union representations.
- 26.05 The manager/supervisor shall be permitted to work a sufficient number of shifts per month to maintain their qualifications. Such shifts shall be scheduled in advance, and the manager/supervisor shall be scheduled as the third person on a transport unit or as a second person on a PRU and shall not replace any of the bargaining unit employees normally assigned to that shift.

ARTICLE 27 - WAGES (See Appendix "A")

- 27.01 The Employer will pay salaries and wages as set out in Appendix "A" - Hourly Wage Scale, forming a part hereof. Each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and

deductions. Wages will be paid every two (2) weeks, by direct deposit on Thursday for the current period.

27.02 The Employer may not make deductions from wages unless authorized by statute, court order, arbitration award or this Agreement.

27.03 Any overpayment or underpayment of an employee shall be corrected as soon as practical and on mutually agreeable terms considering individual circumstances. If mutually agreeable terms cannot be arrived at, the Employer will notify the individual and the union on how it will implement a reasonable repayment schedule.

27.04 The Employer will recognize all service when it comes to determining a Paramedic's placement on the wage grid.

27.05 There shall be no pyramiding of wages or benefits arising from hours of work.

ARTICLE 28 - NEW CLASSIFICATIONS

28.01 When a new classification is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union.

28.02 If the Union is unable to agree to the new rate the matter may be referred to Arbitration as provided for in this agreement.

ARTICLE 29 - DURATION

29.01 This Agreement shall continue in effect until December 31, 2028 and shall be renewed from year-to-year thereafter unless either party gives to the other party notice in writing within ninety (90) days to the expiry date that it desires to terminate or amend its provisions. Where notice to amend the Agreement is given, the provisions of the Agreement shall continue in force until the new Agreement is signed.

Dated at Sudbury, Ontario this 23 September 2025 | 10:32 AM EDT

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION / SYNDICAT
DES EMPLOYÉS DE LA FONCTION
PUBLIQUE DE L'ONTARIO**

**MANITOULIN – SUDBURY
DISTRICT SERVICES BOARD**

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Signed by:

Don Symons

Signed by:



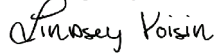
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September 2025 | 10:32 AM EDT

Andrew Ruszczak



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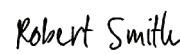


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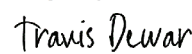


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APPENDIX “A” – WAGE SCHEDULE

OPSEU 2025-2028

EFFECTIVE JANUARY 1, 2025	Start	1 Year	2 Years	3 Years
3.00%		(2184 hours)	(4368 Hours)	(6552 Hours)
Primary Care Paramedic (EMCA/AEMCA)	39.33	41.99	43.24	44.53
EMA (Non-EMCA/AEMCA)	34.66			
Community Paramedic	39.72	42.42	43.67	44.97

EFFECTIVE JANUARY 1, 2026	Start	1 Year	2 Years	3 Years
3.00%		(2184 hours)	(4368 Hours)	(6552 Hours)
Primary Care Paramedic (EMCA/AEMCA)	40.51	43.25	44.54	45.87
EMA (Non-EMCA/AEMCA)	35.7	0	0	0
Community Paramedic	40.91	43.69	44.98	46.32

EFFECTIVE JANUARY 1, 2027	Start	1 Year	2 Years	3 Years
3.00%		(2184 hours)	(4368 Hours)	(6552 Hours)
Primary Care Paramedic (EMCA/AEMCA)	41.73	44.55	45.88	47.25
EMA (Non-EMCA/AEMCA)	36.77	0	0	0
Community Paramedic	42.14	45.00	46.33	47.71

EFFECTIVE JANUARY 1, 2028	Start	1 Year	2 Years	3 Years
3.50%		(2184 hours)	(4368 Hours)	(6552 Hours)
Primary Care Paramedic (EMCA/AEMCA)	43.19	46.11	47.49	48.9
EMA (Non-EMCA/AEMCA)	38.06			
Community Paramedic	43.61	46.58	47.95	49.38

APPENDIX “B” -LETTER OF UNDERSTANDING

RE: SHIFT ASSIGNMENTS

BETWEEN

Manitoulin-Sudbury DSB

AND

OPSEU/SEFPO, LOCAL 679

ARTICLE 1 - DEFINITIONS:

1.01 Availability:

The process of inputting notations on the approved scheduling format indicating whether the employee would consider a call for work on any given day (for this purpose, a day of availability is defined by a period from 0600 hours to 0800 hours on the following day). Employees must indicate their availability for days of work within their Service Area. The Employer will consider seniority in assigning shifts in accordance with this agreement.

1.02 Available Shift:

An eight (8), ten (10), or twelve (12) hour shift with all associated on-call hours, to which no one has been assigned.

1.03 Emergency shift:

A shift that was previously scheduled and has now become available less than four (4) hours prior to the commencement of the shift or an employee absence while on duty.

1.04 Assigned Shift:

An eight (8), ten (10), or twelve (12) hour shift with all associated on-call hours, to which a person has been assigned to work.

1.05 Service Area Assignment:

The grouping of bases to which a person is assigned by management based on operational need.

1.06 Base Station:

The station where a full-time employee is assigned. This Article does not apply to A full-time employee assigned to float position within a Service Area.

1.07 Paid Mileage:

Unless otherwise specified in this document, mileage will only be paid to part-time employees who work a shift in an area other than their assigned service area. Mileage will only be paid to full-time employees who work a shift in a base other than their assigned base.

Full Time Float employees will be paid mileage in accordance with Appendix B Article 2.

1.08 Service Areas:

There are three (3) Service Areas to which individuals are assigned, as follows:

Manitoulin Service Area: Little Current, Mindemoya, Wikwemikong, Gore Bay

South Service Area: Massey, Espanola, Hagar Killarney, Noelville

North Service Area: Chapleau, Foleyet, Gogama

ARTICLE 2 - MILEAGE

2.01 When traveling from South Service Area to another Service Area, mileage will be calculated from Hagar to the station assigned or from the Employee's home address to the station assigned whichever is less.

2.02 When traveling from Manitoulin Service Area to another Service Area, mileage will be calculated from Mindemoya to the station assigned or from the Employee's home address to the station assigned whichever is less.

- 2.03 When traveling from North Service Area to another Service Area, mileage will be calculated from Foleyet to the station assigned or from the Employee's home address to the station assigned whichever is less.
- 2.04 The Employer will have the option of providing a DSB vehicle for the purpose of work-related travel. Where this option is exercised, the Employee will not be entitled to any mileage payment. If a DSB vehicle is not provided, then the employee will have to use their own vehicle.
- 2.05 Part time employees assigned to the North Service Area will be paid mileage when travelling within the Service Area only for all mileage in excess of one hundred kilometres (100km) from their home address or the Foleyet Base, whichever is less.
- 2.06 Part time employees assigned to the South Service Area will be paid mileage when travelling within the Service Area only for all mileage in excess of one hundred kilometres (100km) from their home address or the Hagar Base, whichever is less.

ARTICLE 3 - MASTER SCHEDULING

- 3.01 Full-time staff will be scheduled into Base Station master schedules according to a repeating cycle, rotation, and pattern. Regular Part-time and casual employees will not have a regular repeating schedule. Full-time float staff will be scheduled in accordance with Article 1.08.

ARTICLE 4 - PART-TIME AVAILABILITY AND COMMITMENT:

- 4.01 All part-time employees (casual and regular) will be required to identify their availability for work by 23:59 hrs on November 1, for the following calendar year. Should it not be submitted by this date, the Employer may exclude the Employee from receiving shifts through advanced scheduling.
- 4.02 Part time employees may choose to be considered either a 'casual' or a 'regular part time' employee with written request to the Deputy Chief. Those wishing to change status may do so in writing by September 15, to take effect January 1 of the following year. In the event of extenuating circumstances, such requests will be considered at a time other than September 15. All status change requests will not be unreasonably denied, subject to operational requirements.

- 4.03 Casual employees will be required to provide a minimum availability of four (4) days per month (for this purpose, a day of availability is defined by a period from 0600 hours to 0800 on the following day). Casual employees will be required to work eight (8) shifts per quarter of offered and/or assigned shifts within their service area.
- 4.04 Regular Part-time employees will be required to provide a minimum availability of four (4) days per pay (for this purpose, a day of availability is defined by a period from 0600 hours to 0800 on the following day). Their availability must include at least one (1) weekend per month (defined as the period from Saturday at 0600 hours to Monday at 0800).
- 4.05 All Part-time employees will make themselves available for:
- i. Christmas Day and Boxing Day; and/or
 - ii. New Year's Eve Day and New Year's Day
- 4.06 For clarity, once the part time employee has submitted their minimum availability requirements (including full days from 0600 hours to 0800 hours on the following day) as defined in 4.03 and 4.04, they may declare themselves available for additional partial day shifts. These partial day shifts are in addition to the full days, and do not count towards the minimum availability requirements under 4.03 and 4.04.
- 4.07 Where any employee declines to work a shift offered on a day that they have made themselves available, they will be deemed to be unavailable for the purpose of meeting the minimum availability language. Regular part-time and casual employees will have access to altering their availability without limit.

ARTICLE 5 – SCHEDULING AVAILABLE SHIFTS FOR PART TIME EMPLOYEES

- 5.01 Part-time staff will be scheduled into available shifts. The objective is to schedule Part-time employees as far in advance as possible.
- 5.02 Long Term Scheduling (Call in for Shifts Over 5 days):

The following shall apply when considering filling shifts during the long term Scheduling period (shifts that are commencing greater than five (5) days in the

future, with the current day being considered as day 1). Shifts will be assigned on the following basis within classification, subject to employee availability at the time of assignment:

1. Eligible Regular Part-time and eligible casual part-time employees within the shift's service area in order of seniority;
2. Eligible Regular Part-time and eligible casual part-time employees outside the shift's service area in order of seniority who have indicated a willingness to work outside of their assigned service area as indicated on their annual declaration, which will be updated by the employee by November 1 each year.
3. Regular part-time and casual part-time employees outside of the shift's service area who have not indicated willingness to work outside of their assigned service area in order of reverse seniority.

5.03 Short-term Scheduling (for Shifts 5 days and less):

Shifts starting within five (5) days and less (with the current day being considered as day 1) and all overtime shifts require contact with and acceptance by the employee via telephone or confirmed e-mail, or text message. Phone calls for shifts will be limited to a single contact number. It is the employee's responsibility to ensure that the Employer has an up to date contact number or email. They are also responsible for indicating what their preferred method of contact will be (telephone, text or email) annually by October 15.

Such available shifts shall be given for acceptance and assigned on the following basis, subject to employee availability and classification at the time of assignment:

1. Regular Part-time and casual part-time employees within the shift's service area in order of seniority.
2. Regular Part-time and casual part-time employees outside the shift's service area in order of seniority.

When scheduling available shifts during regular office hours, short of Emergency shift scheduling, employees will be given a minimum of ten (10) minutes wait time to return and accept or decline the shift before the person scheduling the

shift moves on to the next available employee. A minimum of one (1) message will be left on the contact number or email on file stating the time of call.

- 5.04 All overtime shifts require contact with and acceptance by the employee via telephone or confirmed e-mail. Phone calls for shifts will be limited to a single contact number. Shifts will be offered by seniority, not availability. Overtime does not apply until an available shift is still available after exhausting the process in 5.03 above.

1. Full-time employees in order of seniority within classification
2. Part-time and casual employees in order of seniority within classification

In order for an employee to accept the shift, they must be able to report to the station for the start of the shift.

- 5.05 Where no employee is available following the process outlined in Article 5.03 and 5.04 above, the Employer may assign a qualified employee from another classification in order to avoid downstaffing.
- 5.06 All shifts that are being offered or have been worked as overtime shifts will be noted as such on the electronic work schedule at the time the shift is assigned or accepted.
- 5.07 Understanding that scheduling well in advance can lead to a scattered approach to scheduling the employer shall have the opportunity to review the schedule over the period starting four (4) weeks in advance in an effort to group a part time schedule to better allow for the part-time employee to be available for more shifts thus allowing them to gain more hours. This redistribution of shifts shall not result in an overall loss of hours over a period of two (2) pays.
- 5.08 Understanding that employees may request blocks of time off, the employer may schedule the most senior part-time employee available for the entire block of time to a maximum of five (5) consecutive shifts. If a senior employee loses hours as a result of blocking, the employer will attempt to equalize the hours over the next two (2) pay periods.

ARTICLE 6- REQUESTS FOR TIME OFF

- 6.01 Once shifts are assigned to individuals, it will be their responsibility, short of illness or compassionate grounds, to report to work or find an appropriately qualified replacement in accordance with the shift exchange procedure identified below.
- 6.02 Employees are allowed the opportunity to exchange shifts with other employees of appropriate qualifications and classification, understanding that no extra premiums, mileage or incentives will apply. Shift Exchanges are to be submitted on the scheduling software and are considered agreements between the employees involved. Shift exchanges are allowed to span the current pay period plus two (2) additional pay periods and are subject to the approval by management which will not be unreasonably denied.
- 6.03 In the event that any part-time employee is unable to fulfill their obligation to an assigned shift and is unable to find a suitable shift exchange partner, the following process will apply:

Employees will be allowed to request one (1) unpaid shift off per month following the process identified below. Any unused requests will not be carried over from month to month.

- i. Employees will request unpaid time off days using the employer's electronic scheduling software.
 - ii. Requests will be filled on a first-come-first-served-basis and will be subject to availability/operational requirements.
 - iii. It is understood that requests for such time off will not be unreasonably denied.
- 6.04 All requests for time off that fall outside the Advance Time Off Booking Process will be dealt with on a first-come-first-served basis and may be denied based on operational demands and/or suitable part-time availability and will not be unreasonably withheld. Requests will be reviewed by the Deputy Chief or designate and the employee making request will be notified of either approval or denial through the scheduling system within five (5) business days of the request. In the case of requests with less than five (5) business days' notice, the employee will submit their request through the scheduling system, immediately followed by an electronic notification to the Scheduling Department to facilitate a

prompt response.

The intent of this section is to advise the employee as soon as possible of the status of their request. In order to achieve this objective, employees are encouraged to request as soon in advance as possible. Any denied requests may be resubmitted for consideration.

- 6.05 Any employee requesting to cancel their approved time off must do so in a timely fashion. To minimize the disruption to the part-time employees who have been scheduled as replacement, employees wishing to cancel their time off must provide a minimum notice of thirty (30) days prior to requested day off to the Deputy Chief or designate in writing. It is understood that the part-time employee's cancelled shift shall not be the subject of a grievance. The part-time employee will be rescheduled where possible according to the scheduling provisions.

ARTICLE 7 - SCHEDULING EMERGENCY SHIFTS

- 7.01 Where a shift becomes available on short notice as defined in 1.03 above, or in the event that an employee is unable to fulfil their duties and is required to leave the workplace unexpectedly during shift, the person scheduling the shift will be allowed to fill the shift at their discretion. Availability and proximity to the shift location are the only factors that need to be considered to allow for seamless coverage. Payment for full shift wages will be given to the employee upon acceptance of an emergency shift under this provision. It is mutually agreed upon that filling of an emergency shift in this manner will not be subject to a grievance.

ARTICLE 8 - PART-TIME SERVICE AREA COMPLEMENT

- 8.01 Should the need for downsizing and/or layoffs occur, and where employees in that area are not prepared to voluntarily accept a layoff or transfer to another area, the layoff will occur in reverse order of seniority.

ARTICLE 9 – MISCELLANEOUS

- 9.01 Should this Appendix and the Collective Agreement be in conflict on any specific issue, the parties agree that the language of this Appendix shall apply.
- 9.02 No employee shall be scheduled consecutive shifts where they are required to travel to or from the Northern Service Area to meet the shift requirement. Where

this language varies from the established scheduling language, it shall not be subject to any grievance.

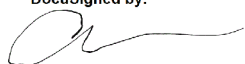
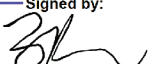
ARTICLE 10 – SPECIAL EVENTS

10.01 Paid special event assignments that require a Paramedic (which can include but are not limited to public relations events, fairs, festivals, community or private events, where the work is outside of deployment and where the role is generally specific to the scope of practice of a primary care paramedic) will be offered to bargaining unit employees in accordance with the terms of Appendix B. Any employee in such an assignment shall receive their regular rate of pay and seniority.

It is further understood that the provision above is not applicable to work that would have otherwise been scheduled on a regular basis.

Dated at Sudbury, Ontario this 23 September 2025 | 10:32 AM EDT

**ONTARIO PUBLIC SERVICE
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**MANITOULIN – SUDBURY
DISTRICT SERVICES BOARD**

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APPENDIX "C" ESSENTIAL SERVICES AGREEMENT

*Made pursuant to the
Ambulance Services Collective Bargaining Act, 2001*

BETWEEN:

**Manitoulin-Sudbury District
Services Board
(Hereinafter referred to as
the "Employer")**

-and

**Ontario Public Service Employees Union / Syndicat des employés de la fonction
publique de l'Ontario,
Local 679
(Hereinafter referred to as the "Union")**

AMBULANCE ESSENTIAL SERVICES AGREEMENT

WHEREAS the Employer and the Union are parties to a collective agreement (the "Collective Agreement");

AND WHEREAS in accordance with section 3 of the *Ambulance Services Collective Bargaining Act, 2001* ("ASCBA"), the Employer and the Union agree to the following Ambulance Essential Services Agreement ("ESA");

I STRIKES AND LOCKOUTS

1. The Employer and the Union agree that there shall be no strikes or lockouts as defined in the *Labour Relations Act, 1995*, so long as the Collective Agreement between the parties continues to operate.
2. In the event of a strike or lockout, it is understood and agreed that employees who are on strike or locked out shall not be entitled to pay, seniority or service accumulation during the period of the strike or lockout, except as otherwise provided for herein with respect to essential services.

3. The cost of benefits for those employees who actively withdraw their services while participating in the strike, or who are locked out, shall be borne by the Union for those days. The Employer shall in such circumstances continue coverage and invoice the Union accordingly, and the Union shall remit payment within sixty (60) days of the date of the invoice.
4. In accordance with s. 15(2) of ASCBA, the terms and conditions of employment of the paramedics who perform services under this ESA shall be in accordance with those terms and conditions specified in the collective agreement between the parties. Where the terms and conditions of the collective agreement or any practice are inconsistent with this ESA (particularly, but in no way limited to, hours of work and scheduling), the provisions of this ESA shall govern.
5. The Employer agrees that the union dues deducted from the pay of each paramedic who works during the strike or lockout, pursuant to Article 4 of the Collective Agreement, shall remain the regular rate that was taken off before the legal strike ensued.
6. The Union agrees that there shall be no reprisals by the Union or its members against paramedics because they are required to work during a legal strike or lockout. The Union further agrees that neither the Union nor its members shall interfere with or attempt to interfere with the work performed by The paramedics during a legal strike or lockout.
7. The Employer agrees that there shall be no reprisals by the Employer against paramedics because they are required to work during a legal strike or lockout or who participate in a legal strike or lockout.

II MAINTENANCE OF ESSENTIAL SERVICES DURING A STRIKE OR LOCKOUT

8. The parties agree that this ESA describes the number of paramedics represented by the Union which is minimally required to provide ambulance services to the Stations of the Employer in the case of a strike or lockout.
9. Paramedics required to perform services under this ESA are those persons employed by the Employer in all classifications who are represented by the Union.

10. The Union, on its own behalf and on behalf of its members, agrees that in the event of a legal strike or lockout as defined in the *Ontario Labour Relations Act, 1995*, the essential services of the Employer, as set out in this provision, shall be maintained.
11. One hundred percent (100%) of full-time and part-time paramedics shall work their regular scheduled shifts in accordance with the posted master schedule and current deployment plan.
12. The parties agree that the dispatch of land ambulances in the event of a legal strike or lockout will be in accordance with the current operating procedures, practices and definitions of the Ministry of Health ambulance priority codes and dispatch from the Central Ambulance Communication Centre, except where modified herein.
13. In the event that any bargaining unit paramedics are unable to work a scheduled shift due to medical illness or any other legitimate reason, the shifts will be filled by the Employer in accordance with the scheduling language of the Collective Agreement.
14. The paramedics who are required to perform services under this ESA will perform all essential ambulance services and all other normal and customary duties of their position during a strike or lockout except work specifically exempted under this ESA. Said employees will be entitled to all the rights, benefits and accruals contemplated in the expiring collective agreement for all scheduled hours.
15. "Incidental work" for purposes of section 4(1)(c)(i) of ASCBA and "work that is performed on or in connection with an ambulance to protect health and safety" for purposes of section 4(1)(c)(ii) shall be any and all duties normally and customarily performed by employees in the classifications described in this ESA as well as any other incidental work the ambulance workers are capable of performing and that is required to ensure the delivery of ambulance services
16. During a legal strike or lockout, ambulances shall be able to pass through picket lines without stopping.

17. During a legal strike or lockout, Duty Management or supervisors shall be able to work bargaining unit on-call shifts and bargaining unit overtime shifts in the event that bargaining unit employees are unavailable pursuant to paragraphs thirteen (13) and twenty-three (23) of this agreement.
18. Bargaining unit employees shall not be required to work overtime shifts for the duration of the legal strike or lockout except as per Clause III, Declaration of Emergency Service, of this agreement.
19. During the period of the strike or lockout, bargaining unit members shall not be required to precept students or have a third-party ride along in the ambulance. Patient escorts shall not be deemed a third-party ride along for this purpose.

III DECLARATION OF EMERGENCY SERVICE

20. Where the public health or the relevant government authorities declare a state of emergency or in the event of a catastrophic occurrence or an infectious disease alert, the Chief of Paramedic Services may declare the use of mandatory overtime. Mandatory overtime or extra shifts will be compensated at time and one-half the regular hourly rate of pay in accordance with the Collective Agreement.
21. Discipline of any bargaining unit employee for failure to respond to an emergency declaration will be in accordance with the just cause standard set out in the Collective Agreement between the parties.

IV MEANINGFUL RIGHT TO STRIKE OR LOCKOUT

22. In the event that the parties are unable to affect a renewal collective agreement, an application by the Union that it is unable to engage in a meaningful right to strike while respecting the terms of the ESA, will not be opposed by the Employer. This obligation does not require the Employer to support such an application.

Dated at Sudbury, Ontario this 23 September 2025 | 10:32 AM EDT

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION / SYNDICAT
DES EMPLOYÉS DE LA FONCTION
PUBLIQUE DE L'ONTARIO

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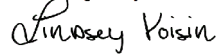
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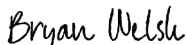
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MANITOULIN – SUDBURY
DISTRICT SERVICES BOARD

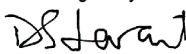
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APPENDIX “D” –
LETTER OF UNDERSTANDING
RE: RETIREMENT ALLOWANCE
BETWEEN
Manitoulin-Sudbury DSB
AND
OPSEU/SEFPO, LOCAL 679

Whereas the parties have agreed to convert the Long Term Disability (LTD) plan from one hundred percent (100%) employee paid plan to a one hundred percent (100%) Employer paid plan, and

Whereas the parties have agreed to convert the Severance Payment, currently payable to employees upon retirement, to a Retirement Allowance;

Therefore, the parties agree to the following:

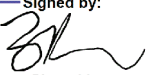
- 1) An employee with five (5) years of service, as of April 30, 2025, shall be entitled to a Retirement Allowance upon retirement at age fifty-five (55) or later into a pension plan.
- 2) The Retirement Allowance shall be calculated as follows:
 - a. Full-time Employees: Pay of one (1) week's pay per year of service, up to a maximum of twenty-six (26) weeks of pay calculated from their date of service to April 30, 2025.
 - b. Part-time Employees: Pay of one (1) week's pay per year of service, up to a maximum of twenty-six (26) weeks of pay calculated from their date of service to April 26, 2025. 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 April 26, 2025 of employment multiplied by the regular non-overtime rate of pay applicable to such part-time employee.

- c. The Retirement Allowance shall be held in trust by the Employer and paid to the Employee upon retirement only.
- 3) The parties agree to create a list of all employees eligible for the Retirement Allowance as of April 30, 2025 and to place a letter in each employee's personnel file confirming the amount. Both parties shall maintain the list in strict confidence.
- 4) Should an employee be eligible for a severance under Article 14.03, they shall not be entitled to the Retirement Allowance defined above.

Dated at Sudbury, Ontario this 23 September 2025 | 10:32 AM EDT

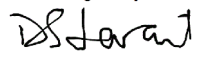
**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION / SYNDICAT
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PUBLIQUE DE L'ONTARIO**

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APPENDIX "E" - LETTER OF UNDERSTANDING
RE: NRA-60

BETWEEN
Manitoulin-Sudbury DSB
AND
OPSEU/SEFPO, LOCAL 679

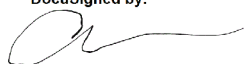
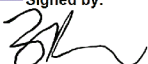
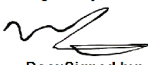
In the event that other paramedic services begin to engage with the issue of NRA 60 for paramedics during the term of this collective agreement, the parties agree that they will meet in 2024 for the purpose of exploratory discussion(s) to examine the issue and its implications of same for the paramedics and the Employer.

The parties agree any such discussion(s) are for information purposes only and are without prejudice to any position that either party may take regarding this issue in the future; and said discussion(s) cannot be used as evidence of any intentions beyond preliminary discussions. Without limiting the foregoing, the parties agree that there will be no changes expected or required from any such discussion(s).

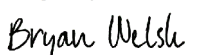
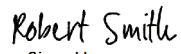
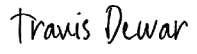
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**ONTARIO PUBLIC SERVICE
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APPENDIX "F" - LETTER OF UNDERSTANDING

RE: Additional Psychologist/Social Worker Coverage

BETWEEN

Manitoulin-Sudbury DSB

AND

OPSEU/SEFPO, LOCAL 679

Effective the 1st of the month following ratification, the Employer will adjust the benefit coverage for full-time employees only to ensure a maximum of one thousand dollars (\$1000) per calendar year for "Psychologist (including Social Worker)". For clarity the coverage limit for other covered persons (eligible dependents) will not be adjusted and remain unchanged.

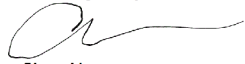
The Employer will institute coverage for part-time employees only that provides for a maximum of one thousand dollars (\$1000) per calendar year for "Psychologist (including Social Worker)." This plan will be subject to the terms and conditions of the plan established, which shall include a three (3) month waiting period for new employees. For clarity, there will be no coverage for dependents.

The Employer agrees to maintain the EAP program for the duration of the Collective Agreement. The parties agree to review utilization of services at the Peer Support Team meeting. The parties agree to discuss strategies for educating and communicating the available EAP services to the employees.

Dated at Sudbury, Ontario this 23 September 2025 | 10:32 AM EDT

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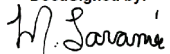
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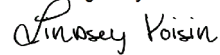
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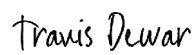
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APPENDIX "G" - LETTER OF UNDERSTANDING

RE: Hours Free From Work – *Employment Standards Act, 2000 - Ontario*
Regulation 491/06 raga

BETWEEN
Manitoulin-Sudbury DSB
AND
OPSEU/SEFPO, LOCAL 679

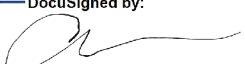
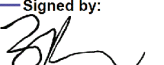
The parties agree that the Employer shall give an employee a period of at least eight (8) consecutive hours free from performing work in each day, in accordance with *Employment Standards Act, 2000- O. Reg. 491/06, s. 4 (2)*.

It is understood further understood that this agreement is in compliance with the requirements under the *Act* and shall remain in effect until the expiry of this collective agreement.

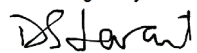
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