

Collective Agreement

between

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

on behalf of its Local 371

and

**THE CORPORATION OF
THE CITY OF KAWARTHA LAKES**

DURATION: January 1, 2025 – December 31, 2027



INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE 1 -	RECOGNITION	3
ARTICLE 2 -	CHECKOFF OF UNION DUES	4
ARTICLE 3 -	NO STRIKES/NO LOCKOUTS	5
ARTICLE 4 -	VOLUNTARY ARBITRATION.....	5
ARTICLE 5 -	SHIFT PREMIUM	6
ARTICLE 6 -	PREGNANCY AND PARENTAL LEAVE AND TOP-UP	6
ARTICLE 7 -	ALS TRAINING (See also Letters of Understanding attached)	7
ARTICLE 8 -	PERFORMING BARGAINING UNIT WORK.....	8
ARTICLE 9 -	MANAGEMENT RIGHTS	8
ARTICLE 10 -	RELATIONSHIP	9
ARTICLE 11 -	POSTING AND FILLING OF VACANCIES	10
ARTICLE 12 -	EMPLOYEE REPRESENTATION.....	14
ARTICLE 13 -	GRIEVANCE PROCEDURE	15
ARTICLE 14 -	EMPLOYER GRIEVANCE AND UNION POLICY GRIEVANCE	16
ARTICLE 15 -	DISCIPLINARY MATTERS	17
ARTICLE 16 -	ARBITRATION	18
ARTICLE 17 -	UNION LEAVE	19
ARTICLE 18 -	SENIORITY	20
ARTICLE 19 -	LAYOFF AND RECALL	23
ARTICLE 20 -	HOURS OF WORK	26
ARTICLE 21 -	OVERTIME	32
ARTICLE 22 -	STATUTORY HOLIDAYS	34
ARTICLE 23 -	VACATION WITH PAY	35
ARTICLE 24 -	SICK LEAVE PROVISION	38
ARTICLE 25 -	WAGES	39
ARTICLE 26 -	MEAL ALLOWANCE	40
ARTICLE 27 -	LEAVE OF ABSENCE	40
ARTICLE 28 -	UNIFORM ALLOWANCE.....	42
ARTICLE 29 -	HEALTH PLAN BENEFITS.....	43
ARTICLE 30 -	HEALTH AND SAFETY AND LABOUR MANAGEMENT COMMITTEE... ..	47
ARTICLE 31 -	GENERAL	49
ARTICLE 32 -	DECERTIFICATION / DEACTIVATION	49
ARTICLE 33 -	TERM OF AGREEMENT.....	51
SCHEDULE "A"		52
Letter of Understanding - #1 -	Part-Time ACP Training	53
Letter of Understanding - #2 -	Education Facilitation	55
Letter of Understanding - #3 -	Public Relation/Education	57
Letter of Understanding - #4 -	Community Paramedics Program	59
Letter of Understanding - #5 -	ACP Training.....	62
Letter of Understanding - #6 -	Casual Part-time Employees	66
Letter of Understanding - #7 -	OMERS Normal Retirement Age	69
Letter of Understanding - #8 -	Critical Call Focus Group	70
Letter of Understanding - #9 -	Job Share	71

ARTICLE 1 - RECOGNITION

- 1.01 (a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all its Paramedics and Paramedic Logistics Support Technician, save and except Supervisors and persons above the rank of Supervisor.
- (b) The Employer agrees to continue to recognize the Union and the Collective Agreement upon successful RFP in any other County/Municipality.

1.02 Classifications

- (a) **Full-Time employees** regularly work more than twenty-four (24) hours per week, and shall be entitled to all benefits and privileges applicable to full-time employees described herein.
- (b) **Part-time employees** are those who are not classified as full-time employees, and shall be entitled to all benefits and privileges applicable to part-time employees described herein.
- (c) The total number of part-time positions will not exceed but can equal the number of full-time positions. Part-time employees will be limited to a maximum of twenty-four (24) pre-scheduled hours per week averaged over a twelve (12) week period. All new part-time employees will have AEMCA qualification as a minimum or be a graduate with AEMCA qualifications pending as per the Ambulance Act prior to commencing employment. Part-time employees shall not reduce the regularly scheduled hours of work of any full-time employee.

1.03 Class Standards/Job Descriptions:

Primary Care Paramedic, Advanced Care Paramedic and Paramedic Logistics Support Technician to be developed based on the current job functions.

1.04

New Classifications/Reclassifications

(a) **Classification Designation**

Employees who are trained in and required to perform any of the controlled acts from the level above them will receive the rate of pay for that next level.

(b) **New Classifications/Substantively Changed**

When a new classification (which is covered by the terms of this collective agreement) is established or the Employer substantively changes an existing classification, the Employer shall determine the rate of pay for such new or substantively changed classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after the receipt of notice from the Employer of such new occupational classification or substantially changed classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The parties further agree that any change mutually agreed to or awarded, as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

ARTICLE 2 - CHECKOFF OF UNION DUES

2.01

The Employer shall deduct from the regular pay of each employee in the bargaining unit, starting with the pay period nearest to the employee's date of hire, an amount equivalent to such union dues as may be designated by the Union from time to time.

The Employer agrees to remit this amount to the Accounting Department, 100 Lesmill Road, North York, Ontario, not later than the 15th day of each month following deduction, accompanied by a list of names, and with the first dues deduction, the S.I.N. numbers of the employees from whose pay the dues have been deducted.

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

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

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

- 3.01 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.

ARTICLE 4 - VOLUNTARY ARBITRATION

- 4.01 Notwithstanding Article 3 (No Strikes/Lockouts), the Union and the Employer agree that all future collective agreement renewals will be subject to Section 40 (Voluntary Arbitration) of the *Ontario Labour Relations Act*.

ARTICLE 5 - PREMIUMS

5.01 (a) **Night Shift Premium**

An employee shall receive a night shift premium of seventy-five (75) cents per hour for all hours worked between 5:00 p.m. and 7:00 a.m.

Effective January 1, 2026, an employee shall receive a night shift premium of one dollar (\$1.00) per hour for all hours worked between 5:00 p.m. and 7:00 a.m.

Where fifty percent (50%) or more of the hours worked fall within this period, the seventy-five (75) cents per hour premium shall be paid for all hours worked.

(b) **Weekend Premium**

Effective January 1, 2026, in addition to Article 5.01(a), an employee shall receive an additional premium of sixty cents (\$0.60) per hour for all hours worked on the weekend between 11:59 p.m. Friday and 11:59 p.m. Sunday.

(c) Night shift and weekend premiums shall not be considered as part of an employee's basic hourly rate.

ARTICLE 6 - PREGNANCY AND PARENTAL LEAVE AND TOP-UP

6.01 In respect of the period of pregnancy leave for full-time employees, payments made according to the Employers' Supplementary Unemployment Benefit Plan will consist of the following:

- (a) For one (1) week Employment Insurance waiting period, payments equivalent to sixty-six and two-thirds percent (66-2/3%) of the actual weekly rate of pay for the classification, which the employee was receiving on the last day worked prior to the commencement of the pregnancy leave; and

- (b) Up to a maximum of fifteen (15) 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 (80%) of the actual weekly rate of pay for the classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave.

6.02 In respect of the period of parental leave for full-time employees, payments made according to the Employers' Supplementary Unemployment Benefit Plan will consist of the following:

- (a) For the one (1) week Employment Insurance (EI) waiting period, payments equivalent to sixty-six and two-thirds percent (66-2/3%) of the actual weekly rate of pay for the classification, which the employee was receiving on the last day worked prior to the commencement of the parental leave; and
- (b) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and seventy-five percent (75%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the parental leave. Top-up is to be calculated without regard to any election the employee may make to lengthen the duration of the leave and to thereby receive a lower amount of Employment Insurance.

ARTICLE 7 - ACP TRAINING (See also Letters of Understanding attached)

7.01 In the event that the Employer makes funding available for additional Advanced Care Paramedic training, the Employer agrees to meet with the Union for the purpose of providing information with respect to training employees in the bargaining unit to upgrade the necessary number of bargaining unit employees to the Advanced Care Paramedic level.

ARTICLE 8 - PERFORMING BARGAINING UNIT WORK

- 8.01 No employee, other than bargaining unit employees, shall perform work of the bargaining unit, except in cases of emergency where bargaining unit members are not readily available or for the purpose of instruction or experimentation, and where the performance of such work does not result in the layoff of any bargaining unit members.
- 8.02 The parties agree that all work falling within the jurisdiction and normally performed by the bargaining unit employees shall be performed by the members of the Union, however, it is expressly agreed that Employer management personnel may undertake the performance of bargaining unit work providing no full-time employee is on layoff or loses regular scheduled shift hours of work.

ARTICLE 9 - MANAGEMENT RIGHTS

- 9.01 The Union recognizes and acknowledges that the management of the stations and direction of the working force are fixed exclusively with the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) determine the nature and kind of business conducted by the Employer, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the work schedules, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;
- (d) the right to formulate policies, Rules and Regulations as set out in the Employer's Policy and Procedures Manual.

9.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Employer's rules, or any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee; provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

9.03 In the exercise of the functions provided for in Article 12 or otherwise retained, the Employer shall not act in any way inconsistent with the provisions of this Agreement.

9.04 The City will assign the employees to a base. These assignments will only be changed upon six (6) weeks notice or when the service requirements necessitate a variance.

ARTICLE 10 - RELATIONSHIP

10.01 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.

- 10.02 It is agreed that the Union will not meet with employees on the premises of the Employer without the written permission of the Manager/designate. The Employer will provide one (1) bulletin board per station for the posting of Local Union business notices. Union business will not be conducted while on duty.
- 10.03 On the commencement of employment, the Employer will provide a representative of the Union an opportunity to provide information about the role of the Union for a period of up to fifteen (15) minutes during the orientation for new employees.

ARTICLE 11 - POSTING AND FILLING OF VACANCIES

- 11.01 A determination of the existence of a vacancy shall be in the sole discretion of the Employer. When a permanent full-time vacancy occurs, or a new full-time position is created, the Employer shall within thirty (30) days of the position becoming permanently vacant or a new position is created, post notice of the position for five (5) working days. The Employer shall notify the successful candidate within twenty (20) working days of the posting.
- 11.02 Any employee who wishes to be considered for a position shall notify the People Services Division in accordance with the Employer's practice, by the due date. Prior to any Paramedic outside the bargaining unit being considered, the Employer will consider internal applicants. The most senior qualified internal applicant will be awarded the position.
- 11.03 Any individual who wishes to be considered for a Logistics position shall notify the People Services Division in accordance with the Employer's practice, by the due date. Prior to anyone outside the bargaining unit being considered, the Employer will consider internal applicants. The Employer will consider the following factors in determining which, if any, of the applicants is to be awarded the position:
- (a) The requirements of the posted position and the qualifications, skill, experience, and ability of the applicant(s) to immediately satisfactorily perform all of the requirements of the posted position with orientation to the workplace; and

(b) Seniority

When factor (a) is relatively equal as between two (2) or more applicants, factor (b) will govern.

(c) If no internal applicants apply for the position, the Employer may then fill the position at its discretion.

11.04 For the purpose of job postings, when employees are moving from part-time to full-time positions, seniority will be calculated up to and including all hours worked until the end of the previous pay period prior to the posting date of the position.

11.05 Qualified part-time employees will be considered for full-time vacancies ahead of new employees, based on seniority in accordance with Article 11.03.

11.06 (a) The Employer shall have the right to fill temporary full-time vacancies where such vacancy is expected to last for at least four (4) weeks. Such vacancy will be posted internally to determine if any full time employee is interested. If there is more than one (1) request, such temporary vacancy shall be filled by seniority. Any resulting vacancy will be offered in order of seniority, based on seniority as calculated up to and including all hours worked until the end of the previous pay period before the expression of interest is issued, to part-time employees within the classification at the time when the vacancy occurs and the position shall continue for the duration of the absence. Where no part-time employees within the classification accepts, it shall then be offered to the employees in the other classification (where applicable and appropriate), in order of seniority.

Employees who have been offered a temporary position in accordance with this Article shall not thereafter make application for any other temporary position unless the new temporary position has a longer duration or expected expiry date beyond the contract the employee is currently in.

- (b) The part-time employee shall maintain their part-time employment status unchanged. Overtime and shift replacement for the temporary positions will be administered the same as full-time employees in accordance with Article 21 of the Collective Agreement.
- (c) Part time employees working in a full-time capacity for an excess of twelve (12) consecutive months are eligible for benefit coverage in accordance with Article 29.01 (e) and (f). While in receipt of these benefits, part time employees will not receive pay in lieu of benefits.

Employees will have the choice to opt in to the above benefits or continue receiving pay in lieu, which can be revisited once per year. Part time employees in receipt of the benefit coverage above, will not receive pay in lieu of benefits.

11.07

Base Assignments:

The parties agree to establish the following method of allocating base assignments and car assignments (where applicable) which enables full-time employees to bid on base location and car assignments (where applicable) and schedule based on seniority:

- (a) On October 1st, employees shall indicate, in order of preference from first to last, their choice of base location and car assignment (where applicable) on or before a designated date, such date to be at least fifteen (15) days from when the employees are given notice. Employees who fail to submit their choice prior to the stated deadline will only be assigned to a base (in order of the time in which their choice is submitted) following the assignment of all other employees who have submitted their choice prior to the deadline.
- (b) The Union representative and the Employer will then meet within fourteen (14) days of the deadline for the receipt of the requests, to determine the base assignments and car assignments (where applicable) on the basis of seniority.

- (c) The Employer will post the list of base assignments and car assignments (where applicable) in each workplace including an agreed upon starting date.
- (d) It is agreed and understood that base assignments and car assignments (where applicable) are for the purpose of initial reporting location. Thereafter, the employees may be reassigned as necessary by the Employer. Furthermore, the Employer reserves the right to direct an employee to report to a different base or car other than their regular base location or car on a temporary basis due to operational demands, which includes but is not limited to vacation coverage, and Article 20.02 shall not apply. Where an employee is required to move for operational demands, the employee with the lowest seniority within the classification on that shift line will be required to switch.
- (e) The parties agree that the base assignments and car assignments, shift start/end times (where applicable) shall be for a two (2) year duration upon which the process will be repeated.
- (f) Where a permanent opening in the schedule occurs, the opening will first be posted internally to determine if any employee is interested in changing base assignment or car assignment (where applicable). If there is more than one request, such opening shall be filled by seniority. Subsequently, any opening occurring as a result of a transfer will be filled by offering said opening to the remaining employees who applied for the initial opening in order of seniority until such opening is filled. This process will continue until there is an opening that is not filled by this process. Posting of the opening will then be determined in accordance with Article 11.

11.08

- (a) If a full-time employee (herein after referred to as the initiator) wishes to change base locations outside of the bid process they must inform the Deputy Chief in writing.
- (b) The Deputy Chief shall then advise all full-time staff that anyone interested in the initiator's base assignment must apply in writing within ten (10) business days.

- (c) The most senior applicant's base assignment shall be offered to the initiator. If the initiator declines the most senior applicant's base assignment then the base assignment trade will be null and void.
- (d) If the senior applicant changes their mind and declines the trade then the next most senior applicant's base assignment shall be offered to the initiator.
- (e) All trades must always be for the same level of care, Advanced Care Paramedic (ACP) or Primary Care Paramedic (PCP).
- (f) Successful trades will be effective within six (6) weeks of acceptance or at mutually agreeable time between the employees and the Employer. All trades will be considered final and will remain in place until the next scheduled bid process.

ARTICLE 12 - UNION REPRESENTATION

- 12.01 The Employer recognizes the right of the Union to appoint, or otherwise elect, one (1) employee as Unit and/or Shop Steward per station and one (1) employee or alternate for handling grievance disputes or differences that may arise under this Agreement. The names of the Union Local Executive and Stewards shall be given to the Chief People Officer/designate in writing and the Employer shall not be required to recognize any such Steward until it has been so notified.
- 12.02 The right of the Steward to leave their work without loss of pay or benefits to attend to Union business with the Employer will be granted with the following conditions:
 - (a) Such leave shall be requested with as much notice as reasonably possible in the circumstances;
 - (b) Such leave shall be requested from the Deputy Chief or designate; and
 - (c) The Steward and the Employer shall deal with issues promptly.

- 12.03 The Union Bargaining Committee shall consist of not more than four (4) members who are employees of the Employer. Members of the committee shall suffer no loss of pay or benefits for attending negotiation meetings.
- 12.04 It is understood and agreed that the employees have a right to Union representation by a paid Union Staff Representative in all matters of Union/Management relations.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. If an employee has a complaint the employee must first give opportunity to their immediate Supervisor or the Manager to discuss and resolve the complaint before filing a grievance.
- 13.02 Grievances shall be dealt with in the following manner, providing such grievances are in writing, signed by the grievor, and filed within ten (10) days of the events causing the alleged grievance.

STEP ONE

The employee may file a grievance in writing with the Manager/designate within ten (10) days of the Supervisor's or Manager's failure to resolve the complaint. The Manager/designate will meet with the grievor and their Steward within ten (10) days of receipt of the grievance. The Manager/designate shall give the grievor a decision in writing within ten (10) days of the Step One (1) meeting. Failing settlement at this step, or no response is received within the timelines above, then Step Two (2) may be invoked as follows:

STEP TWO

The employee concerned with the assistance of the Steward, shall take the matter up with the Chief People Officer/designate, provided such action is taken within ten (10) days of the receipt of the reply from Step One (1) or the date of which the response was to be received, whichever comes first. The Chief People Officer/designate will meet with the grievor and their Steward within ten (10) days of receipt of the Step One (1) response for the purpose of conducting a Step Two (2) meeting. The Chief People Officer/designate shall make a decision in writing to the employee within ten (10) days of the Step Two (2) meeting. Failing settlement at this step, or no response is received within the timelines above, then Step Three (3) may be invoked as follows:

STEP THREE

The Union may, but only within a period of ten (10) days from the date of the receipt of the reply, or the date at which the reply was to be received, whichever comes first, from the Chief People Officer/designate, invoke the arbitration provisions of this Agreement by notice in writing and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

- 13.03 The above time limits may be extended by mutual agreement between the parties to this Agreement, however, such agreement must be confirmed in writing. Agreement to extend timelines shall not be unreasonably withheld.
- 13.04 It is agreed that days referred to in these sections for time limits shall not include Saturdays, Sundays or Designated Holidays.

ARTICLE 14 - EMPLOYER GRIEVANCE AND UNION POLICY GRIEVANCE

- 14.01 Any grievance initiated by the Employer may be referred in writing as a grievance to the Unit Steward or Designate within seven (7) days of the occurrence of the circumstances giving rise to the grievance, and both 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 at Step Three (3) of the grievance procedure by the Employer for arbitration as provided in Article 13 within ten (10) days thereafter, but no later.

A Union policy grievance, which may affect more than one (1) employee in the bargaining unit, may be referred in writing as a grievance to the Union at Step Two (2) of the grievance procedure within ten (10) days after the circumstances giving rise to the grievance occurred or originated and 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.

ARTICLE 15 - DISCIPLINARY MATTERS

- 15.01 An employee shall be notified of any expression of dissatisfaction concerning their work within fifteen (15) working shifts from when the Employer first became aware. This notice shall show particulars of the work performance which led to the dissatisfaction. The Employer shall advise the employee of their right to have union representation and in the event the employee declines union representation the Employer shall provide a waiver document to be signed prior to the meeting commencing. Employees may review their personnel file under the supervision of the Employer, during the Employer's normal work hours.
- 15.02 The disciplinary record of an employee will not be used against such employee and any adverse report or disciplinary letter shall be removed from their file at the end of a twelve (12) month period provided they have achieved a period of twelve (12) discipline free months from the date of their most recent discipline.
- 15.03 In the event that the Employer initiates disciplinary action against an employee which results in the suspension, or discharge of such employee, such disciplinary action shall be confirmed in writing by letter to the employee involved (with a copy to the Union Steward) setting forth the action taken and the penalty imposed. The employee will be given the opportunity to be interviewed before leaving the premises by a Steward providing the Steward is on site.

- 15.04 Whenever the Employer deems it necessary to issue written discipline to an employee which results in a written warning, suspension or termination, then that document shall contain the particulars of the discipline, with a copy to the Steward.
- 15.05 A claim by an employee who has been suspended or discharged without just and sufficient cause shall be treated as a grievance and taken up at Step Two (2) of the grievance procedure within ten (10) days of such suspension or discharge.
- 15.06 Notwithstanding anything in this Agreement, a probationary employee may be disciplined or discharged at the sole discretion of and for any reason satisfactory to the Employer and such action by the Employer is not subject to grievance and arbitration procedures and does not constitute a difference between the parties.

ARTICLE 16 - ARBITRATION

- 16.01 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement. The Employer and the Union will mutually agree upon a single arbitrator.
- 16.02 The Arbitrator shall not have jurisdiction to amend, alter, modify, or add to any of the provisions of this Collective Agreement, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.
- 16.03 **Expenses of the Arbitration Board:**
- Each party shall pay:
- One-half (1/2) the cost of the Arbitrator.
- 16.04 **Amending the Time Limits:**
- The time limits fixed in both the grievance and arbitration procedure may be extended by the consent in writing of the parties to this Collective Agreement.

- 16.05 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

ARTICLE 17 - UNION LEAVE

- 17.01 (a) Upon request by the Union, confirmed in writing and provided that the fourteen (14) days written notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board members and Executive Officers of the Union, for the purpose of conducting the internal business affairs of the Union. The Employer shall endeavour to backfill a union leave request and provide a response within seven (7) days of the request. Notwithstanding the above, last minute union requests will not be unreasonably denied.
- (b) The Union will reimburse the Employer for the wages paid to members of the Executive Board or Executive Officers or the replacement costs if such costs are greater than the wages paid where a leave of absence is granted under this Article.
- 17.02 (a) When an employee is elected as the Union's President or First Vice-President, the Union will immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.
- (b) During the term of such leave of absence, the Union will reimburse the Employer for the salary paid to the employee on such leave of absence and contribute the Employer's share of contributions to OMERS and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee during the leave of absence. The Union will make the Employer's contribution for Employment Insurance.

- (c) On completion of the employee's term of office, the President or First Vice-President may return to their previous employment and service shall be deemed to be continuous of all purposes. Any leave of absence extending beyond the initial term of office of the President or First Vice-President shall be a matter to be determined between the parties and such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave of absence.
- 17.03
 - (a) The employee shall discuss any required leave with the Employer at the earliest opportunity.
 - (b) All requests for leave of absence permitted in these sections shall be sent to the Employer. It is understood that leaves requested by the Union may be withheld if such leaves interfere with the operating requirements of the Employer. In the event of a leave of absence under this clause, the Employer may hire a temporary employee who will not be placed on any benefit plans for the duration of the leave.

ARTICLE 18 - SENIORITY

- 18.01 Seniority, as referred to in this Agreement, shall mean length of continuous service with the Employer. Seniority shall be used in determining preference or priority for promotions, vacations, layoffs and recall.

Applicable to Part-Time Employees

- 18.02 Seniority accumulation for part-time employees shall be on a pro-rated basis and will be for all hours worked. The probationary period for part-time employees shall be one thousand and forty (1040) hours.
- 18.03 Part-time employees shall accumulate seniority at the rate of one (1) year per two thousand and eighty (2080) hours.
- 18.04 A part-time employee who has completed their probationary period and becomes full-time shall not have to repeat a second probationary period.

- 18.05 The seniority list for part-time employees shall be revised every six (6) months.

Applicable to Full-Time Employees

- 18.06 A full-time employee will be considered on probation for the first six (6) months of their employment. After six (6) months full-time service, their seniority shall date back to the day on which their employment began.
- 18.07 The seniority list for full-time employees shall be revised every six (6) months.

Applicable to All Employees

- 18.08 During the probationary period employees will be entitled to all rights and privileges of this Collective Agreement except as with respect to discharge and as provided herein. During the probationary period, the Employer reserves the right to discharge the employee for any reasons satisfactory to the Employer.
- 18.09 Once revised, a copy of the seniority lists shall be posted and a copy shall be given to the Union. If an employee does not challenge the position of their name on the list within seven (7) days from the date the seniority lists were posted and provided the employee was at work during the said period, then that employee shall be deemed to have the proper seniority standing.
- 18.10 Seniority shall terminate and an employee shall cease to be employed by the Employer when that employee:
- (a) voluntarily quits their employment with the Employer;
 - (b) is discharged and is not reinstated through the grievance procedure or arbitration;

- (c) is off work for a continuous period of twelve (12) months. However, if the employee is off work due to layoff, sickness or accident, the employee shall retain their seniority for the period prescribed in the applicable governing legislation starting from the date of their sickness or accident.
- (d) fails to report for work within fourteen (14) working days after being notified by the Employer of recall;
- (e) is absent from work for two (2) consecutive working days unless such absence is approved by the Employer in writing;
- (f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing;
- (g) fails to return to work upon the termination of an authorized leave of absence unless there has been a mutually agreed upon extension of the leave of absence.
- (h) fails to meet the requirements as per Article 20.05 except in extenuating circumstances acceptable to the Employer with such acceptance not being unreasonably withheld.
- (i) is absent from work for more than twenty-four (24) months by reason of illness or other disability and there is no reasonable likelihood that the employee will return to work in the future. The employee bears the onus of providing medical documentation that is satisfactory to the Employer to prove such reasonable likelihood.

18.11 For employees who transfer from full-time to part-time, or vice versa, or make a transfer after the implementation of this Agreement, seniority in both a full-time and part-time capacity shall be recognized provided there has been no break in service. For purposes of this Article, one (1) year of full-time service shall count as two thousand and eighty (2080) hours of part-time service and vice versa.

A full-time employee may request in writing a transfer to part-time. Employees will make such requests in writing to the Deputy Chief. Only after that employee's full-time position has been filled through the regular posting process in the Collective Agreement with a fully qualified internal or external candidate will the employee be allowed to move.

ARTICLE 19 - LAYOFF AND RECALL

19.01 No Reduction in Hours

The Employer agrees not to reduce the normal workweek for full-time employees subject to any directives concerning staffing patterns or hours of work from the Ministry of Health or from the City of Kawartha Lakes. For clarification, this provision does not limit the right of layoff subject to any required approvals under the *Ambulance Act*.

19.02 The parties agree that job security should increase in proportion to length of service with the Employer. Therefore, in the event that staff reductions are required, a sufficient number of full-time employees shall be moved to part-time in reverse order of seniority to reach the required reduction level. The full-time employees so affected will be placed at the top of the seniority list. The Employer endeavours to provide up to full-time regular hours to the affected full-time employees from available part-time hours ahead of persons below them on the seniority list. Employees shall be recalled in order of seniority.

19.03 Part-time employees shall not be employed if such will directly result in the layoff of a full-time employee.

19.04 Notice

In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (a) provide the Union with no less than four (4) months' written notice of the proposed layoff or elimination of position; and

- (b) provide to the affected employee(s), if any, no less than four (4) months' written notice of layoff, or pay in lieu thereof.

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

19.05 **Layoff and Recall**

An employee in receipt of notice of layoff pursuant to 19.04 may:

- (a) accept the layoff; or
- (b) opt to retire, if eligible under the terms of the Pension Plan; or
- (c) displace another employee who has lesser bargaining unit seniority if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 19.04.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) working days after receiving the notice of layoff.

Note: A full-time employee has the right to displace a part-time employee with lesser seniority but a part-time employee cannot displace a full-time employee under any circumstances.

19.06 **Recall**

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work before such opening is filled on a regular basis under a job posting procedure.

The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

- (b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (c) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.
- (f) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (g) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

19.07 **Benefits on Layoff**

In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the four (4) month notice period provided for in Article 19.04.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs, excluding LTD. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of their intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

19.08 **Reasonable Efforts**

In the event that there is a sale or transfer of the Employer's business, the Employer agrees to recommend to the purchaser, receiving Employer or successful Employer that job offers shall be made to the employees at one hundred (100%) percent of the employee's weekly salary at the time of the transfer. It will also recommend that the new Employer recognize the service and seniority of each employee for the purpose of qualification for vacation, benefits, layoff, job postings and severance.

19.09 **Contracting Out**

The Employer shall not contract out any work usually performed by members of the bargaining unit.

ARTICLE 20 - HOURS OF WORK

20.01 The following provisions are intended to define the normal hours of work per week and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week or of any set shift schedule.

- 20.02 (a) The hours and days of work of each employee shall be posted in electronic format, via e-mail or other web-based application at least six (6) weeks in advance.
- Once posted, the shift schedule of each full-time employee shall not be changed without the mutual agreement between the Employer and the employee. For part-time employees, the schedule shall not be changed without mutual agreement without three (3) weeks notice, except in cases where a full-time employee is returned to work following a pregnancy/parental leave, LTD, STD or WSIB absence.
- (b) Shift exchanges require approval of the Deputy Chief, or their designate. Employees who request an exchange of shifts through the electronic process shall be required to make such request at least seven (7) days in advance, other than in an emergency. The Employer will endeavour to honour shift exchange requests provided they are filed at least seven (7) days in advance of the requested change, would not require the Employer to pay overtime rates of pay and subject to the operational needs of the service. Once a shift exchange has been approved by the Employer, it is considered a schedule change and therefore the responsibility lies with each employee agreeing to the shift exchange to work the allocated shift. Once a shift exchange has been approved, the shift is no longer eligible for further exchange.
- 20.03 (a) The schedule of work for full-time employees will be as follows:
- (i) a “six (6) and four (4) shift” comprised of twelve (12) hour shifts which average one hundred and sixty eight (168) hours of straight time work over a four (4) week period;
 - (ii) an eight (8) hour shift, with forty (40) hours of straight time work per week; and
 - (iii) a “three (3) and two (2) shift” comprised of twelve (12) hour shifts which average eighty-four (84) hours of straight time work over a two (2) week period.

- (b) The Employer shall endeavour to schedule days off as consecutive and to plan schedules so as to equally distribute free weekends, it being understood that this is subject at all times to the needs of the Paramedic Service. The employee will not be required to split their normal shift in the sense that they would have to work at part of their normal shift and then report later to complete such shift. The schedule of working days accumulate time to average forty-two (42) hours worked per week exclusive of any standby time, with the exception of day car staff.

Staff will be paid on average up to forty-two (42) hours per week or up to eighty-four (84) per pay period.

20.04 An employee who responds to a call prior to the commencement of their scheduled shift because they are already at the workplace and ready to work, shall be entitled to thirty (30) minutes pay at time and one half (1½). The maximum entitlement shall be thirty (30) minutes. When responding to such a call, the employee deemed to be relieved shall suffer no loss of pay as a result of being relieved. If there is an ambulance and crew available that will not incur overtime, they shall perform the work and the oncoming crew shall not be entitled to overtime. All shift variances will be approved by the Duty Officer prior to payment.

20.05 Pursuant to Articles 1.02 and 20.03, the following rights and obligations in sequential order are in force and effect in respect to hours of work:

- (a) All permanent full-time employees will be scheduled to work forty (40) hours or forty-two (42) hours per week averaged over the schedule; and
- (b) All part-time employees will be pre-scheduled up to twenty-four (24) hours per week averaged over a twelve (12) week period; and

- (c) All unscheduled or open shifts available, after the above provisions have been satisfied, will be offered to full-time and part-time employees on a rotational basis in accordance with an employee alphabetical list; and
- (d) Notwithstanding Article 20.05 (b) and (c) it is understood that staff assignment for shift replacement will be on the basis of an Advanced Care Paramedic for an Advanced Care Paramedic and a Primary Care Paramedic for a Primary Care Paramedic if the staff is available from either the full-time or part-time employees. In the event there are no Advanced Care Paramedics available, the Employer may replace the shift with a Primary Care Paramedic at the Employer's discretion.
- (e) Part-time employees will be required to provide a minimum of six (6) twenty-four (24) hour periods and two (2) twelve (12) hour periods (days or nights) for which they are available to work in each calendar month. At least two (2) of the six (6) twenty-four (24) hour periods must be on a Saturday or Sunday. Part-time employees are required to provide the Employer, no later than the 15th of each month, an accurate listing of their availability for the following month. Availability for the summer months June, July and August, must be provided to the Employer by April 15. Availability for the months of November, December, and up to the end of the pay period that includes January 1 of the following calendar year, must be provided to the Employer by October 15.

The scheduled shifts will be assigned to the employee within three (3) business days after the fifteenth (15th) of each month for the following month, except for the scheduled shifts for December and up to the end of the pay period that includes January 1 of the following year, which will be assigned to the employee within eight (8) business days after the fifteenth (15th) of October.

After the schedule is distributed shifts will be assigned to employees within the classification based on their availability. Once a shift is assigned it will be the employee's responsibility to work the shift; staff will be notified of an assigned shift by email if the shift is outside of seven (7) days.

Once a shift is assigned within seven (7) days, staff will be notified of the assigned shift by telephone/text message and email. If an employee is going to be unable to receive email, text messages or voicemail messages (for example while on vacation) it is their responsibility to notify management before they leave. Staff will provide the employer with an email address of their choosing, for the notification of shift assignment only.

After the schedule is distributed employees may modify their availability provided they maintain the minimum availability requirements less any assigned shifts. At this time an employee may mark a period of time for which they have indicated they are available to work as SKIP which shall mean "skip if possible." When a period of availability is marked as SKIP the scheduler will offer the vacant shift to others who have indicated their availability and have not indicated SKIP ahead of the employee regardless of seniority or hours worked in that month. If the shift is assigned to the employee who has indicated SKIP they will be responsible to work the shift or it will count as a refusal, in accordance with Article 20.05 (g).

Shifts with less than forty-eight (48) hours' notice will be offered (rather than assigned) to part-time employees who have indicated their availability via both email and telephone call, however, if the employee does not accept the shift or contact is not made with the employee it will not count as a refusal, in accordance with Article 20.05 (g).

- (f) Employees shall be responsible for ensuring that their submitted availability is kept current for a thirty (30) day period and accurately reflects their actual availability as it will be relied upon by the Employer.
- (g) In the event a part-time employee refuses a shift and/or does not respond to a call/text message for an assignment that occurs after the schedule is posted that falls within that employee's declared availability time as per paragraph (e) on twelve (12) occasions within a calendar year, the part-time employee is deemed terminated in accordance with Article 18.10 (h).

- (h) All regular part-time employees will be offered at least twelve (12) full shifts in each six (6) month period and each regular part-time employee must work at least twelve (12) shifts in each six (6) month period in order to maintain their regular part-time status as per Article 18.10 (h).
- (i) It is understood that the Paramedics Logistics Support Technician will not be offered Primary Care Paramedic or Advanced Care Paramedic shifts.

20.06 It is understood and agreed that employees working the unscheduled or open shifts will be compensated at the straight time applicable rate.

- 20.07
- (a) Full-time employees may establish a non-renewable lieu time bank of up to two hundred and sixty-four (264) hours, which shall be inclusive of the statutory holiday banked hours in accordance with Article 22.04.
 - (b) Temporary full-time employees may establish a non-renewable lieu time bank of up to ninety-six (96) hours.
 - (c) Lieu time as a result of overtime may not be paid or taken until actually earned.
 - (d) An employee must advise the Manager/designate at least a full pay period before taking time off from the lieu time bank. Such time off will be taken at a mutually convenient time for the employee and the Employer.
 - (e) Lieu time will run on a fiscal year from April 1 to March 31 annually. Lieu time may be paid out during the year, and if not used by March 31st, then it shall be paid out in the next full pay period following March 31st of each year.

20.08 (a) When the Employer has work that is outside of the 'normal' assigned duties of a paramedic, which is work that is otherwise bargaining unit work and not work which would be properly excluded from the scope of the bargaining unit, that is expected to last for less than two (2) weeks;

the Employer, at their sole discretion, will assign the work to a bargaining unit employee.

- (b) When the Employer has work that is outside of the 'normal' assigned duties of a paramedic, which is work that is otherwise bargaining unit work and not work which would be properly excluded from the scope of the bargaining unit, and it is expected to take two (2) weeks or more to complete; the Employer will advertise the work to the entire membership, via email including a description of the work and the skill required to complete it. Staff will then submit their interest in completing the available assignment. The work will then be assigned to the staff member(s) who have submitted their interest and have the required skills. In the event no one applies, the Employer may assign an employee from the bargaining unit to conduct the work.
- (c) The exception to items (a) and (b) above will be when the Employer is providing modified work to an employee for a WSIB, STD or LTD illness or injury or in cases of an emergency situation.

ARTICLE 21 - OVERTIME

- 21.01 Time and one-half (1½) shall be paid for all hours worked in excess of the scheduled work day, the scheduled work week as determined in Article 20.03 with the exception of a paid holiday as provided for in Article 22. Such time may go into the lieu time bank in Article 20.07.
- 21.02 Overtime will be offered to employees using the three (3) following lists:
 - (a) Short notice shift replacement. All open shifts that are offered to employees with less than twenty-four (24) hours notice will be offered on a voluntary basis to full-time employees first, followed by part-time employees. All open shifts (short notice) awarded to full-time employees with less than twenty-four (24) hours notice will attract the overtime rate as described in Article 21. All open shifts (short notice) awarded to part-time employees with less than eight (8) hours notice will attract the overtime rate as described in Article 21.01.

- (b) The Employer will maintain a list of full-time and part-time employees who volunteer to be available for standby shifts. The standby shifts will be assigned on a rotational basis, in accordance with an employee alphabetical list starting with the full-time and then part-time employees. Standby procedures shall provide for employees to do their standby in the town of their residence. Employees who are unable to be at their designated station in the required time (45 minutes) must do their standby at a base or in a location where they can respond within the required time. Employees shall receive two dollars and fifty cents (\$2.50) for each hour they are required to be on standby. When an employee on standby is called in to work, they will be paid at time and a half ($1\frac{1}{2}$) for a minimum of three (3) hours beginning when they arrive at the base.
- (c) Statutory Holiday open shifts will be offered, on a voluntary basis, to full-time employees first, followed by part-time employees.

21.03 An employee who is called in outside of their scheduled hours or on a scheduled day off or during a period of standby will be paid at time and one-half ($1\frac{1}{2}$) for the period worked with a minimum of three (3) hours at time and one-half ($1\frac{1}{2}$) beginning when they arrive at the base.

21.04 Where the administration of scheduling overtime shifts results in an assignment out of order, the Employer will provide the next available opportunity to the skipped employee. Where this occurs more than nine (9) times in a calendar year the parties will meet and review the circumstance giving rise to the error in an effort to avoid further errors. Subsequent errors within that calendar year will result in payment at time and a half ($1\frac{1}{2}$) to the affected employee without a requirement to work the missed shift.

21.05 Notwithstanding Article 21.02 (a), overtime for part-time staff will be paid after forty-four (44) hours worked, averaged over four (4) weeks.

ARTICLE 22 - STATUTORY HOLIDAYS

22.01 (a) The Employer recognizes the following paid holidays for full-time employees:

New Year's Day	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	December 24 (½ stat 6:00p.m. to 12:00a.m.)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (first Monday in August)	
Labour Day	December 31 (½ stat 6:00p.m. to 12:00a.m.)
National Day for Truth and Reconciliation	

and any other day proclaimed by the Provincial Government as a holiday.

(b) Designated Holidays and/or Statutory Holidays for part-time employees shall be in accordance with the Employment Standards Act (Ontario).

22.02 In order to be entitled to statutory holiday pay, an employee must have worked their last shift immediately preceding the statutory holiday and their first scheduled shift immediately following the statutory holiday unless absent with the permission of the Employer or on verified sick leave.

22.03 (a) Where a full-time employee's shift commences on a holiday included under Article 22.01, the employee shall be paid at the rate of two times (2x) the employee's basic hourly rate for all hours worked.

(b) It is understood that a statutory holiday will be deemed to run from 12 a.m. of the statutory holiday to 12 a.m. of the following day. Example 12 a.m. July 1st to 11:59 p.m. July 1st.

(c) Where a full-time employee's shift commences on December 24 or December 31 between 6:00 p.m. and 12:00 a.m. the employee shall be paid at the rate of two times (2x) the employee's basic hourly rate for all hours worked.

- 22.04 (a) Full-time Paramedic employees shall receive one hundred and fifty-six (156) hours for the statutory holiday lieu days listed in Article 22.01 to be placed in their lieu bank under Article 20.07 (a) effective April 1 annually which can be taken off, at regular straight time, on any day mutually agreed upon by the Employer and the employee.
- (b) When an employee's employment terminates, and the employee has taken statutory holiday lieu time for holidays that have not yet occurred, the employer shall deduct this money from any outstanding monies owed to the employee.

ARTICLE 23 - VACATION WITH PAY

- 23.01 (a) Full-time employees will receive vacation with pay in accordance with credited full-time service with the Employer at January 1st in any year as follows:

Credited Service	Vacation Entitlement
credit service of less than one (1) full year	four percent (4%) of gross earnings
credit service of more than one (1) full year	two (2) weeks
credit service of more than three (3) full years	three (3) weeks
credit service of more than eight (8) full years	four (4) weeks
credit service of more than twelve (12) full years	five (5) weeks
credit service of more than twenty (20) full years	six (6) weeks
credit service of more than twenty-eight (28) full years	seven (7) weeks

For further clarity, the computation of vacation pay is to reflect the average number of hours per week (40 or 42 hours).

Full-time employees who already receive a six (6) week vacation entitlement will receive an additional vacation entitlement based on years of continuous service with the Employer as follows:

Years of Continuous Service as of April 1, 2000	Additional Vacation Days Paid at Eight (8) hours basic pay
22 years	One (1)
24 years	Two (2)
26 years	Three (3)

Effective January 1, 2027:

Years of Continuous Service as of April 1, 2000	Additional Vacation Days Paid at Twelve (12) hours basic pay
22 years	One (1)
24 years	Two (2)
26 years	Three (3)

- (b) In any calendar year in which a full-time employee becomes eligible to move to a higher category of vacation pay based on their service credits, then that employee shall be entitled to an additional week from their anniversary date until the end of the calendar year. The employee shall be eligible to receive this vacation after the anniversary date. Should the employee take paid vacation and their employment with the City is ended, for any reason, prior to that vacation time actually being earned, then the City shall deduct the amount owing from the employee's final pay deposit(s).

23.02 For the computation of vacation pay, a work week average (to a maximum of forty-two (42) hours per week) between the period of January 1st and December 31st of each year will be used and based upon the Seniority List as of January 1st of each year.

23.03 The following process shall apply to the employee vacation request process:

- (a) All full time employees are required to submit all of their vacation requests through the electronic scheduling software by March 15th for vacation between May 15th and December 31st of the current year.

- (b) The Employer shall provide part-time employees with the full time vacation requests as outlined in 23.03(a) above no later than five (5) business days prior to April 15th. Part-time employees shall provide the Employer with their availability based on the schedule, no later than April 15th.
- (c) Vacation time will be granted in accordance with seniority as operations permit.
- (d) The Employer shall post the finalized vacation list by May 15th of each year. Part-time employees shall be notified of their schedule prior to the May 15th posting and such scheduling shall be counted as time offered and worked pursuant to Article 20.05.
- (e) Vacation requests not approved pursuant to the process set out above shall be considered without regard to seniority on a “first come, first serve” basis for available vacation time. Such requests will be considered by the Employer based on operational expectations at the time of such request and part-time availability.
- (f) Once posted, the vacation schedule shall not be changed except by mutual agreement between the Employer and the employee.

23.04 Vacations must be taken within the twelve (12) month fiscal year (January – December). Unused vacation will be paid out in the next full pay period following December 31st of each year.

23.05 Part-time employees who become full-time will be credited with all hours worked as a part-time employee for purpose of this Article. Part-time employees, who move to full-time status mid-year, will have their vacation entitlement pro-rated, based on all hours worked for the employee’s first part-year of full-time employment.

23.06 Where a full-time employee is on vacation and becomes seriously ill and must attend a Physician’s office or experiences a bereavement, pursuant to this Collective Agreement, there shall be no deduction from vacation entitlement for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

- 23.07 Part-time employees shall receive vacation pay on each cheque based on the chart outlined below:

Percent Pay	Hours Completed	Time off
4%	Less than 6,240 hours	2 weeks
6%	Greater than 6,240 hours	3 weeks
8%	Greater than 16,640 hours	4 weeks
10%	Greater than 24,960 hours	5 weeks
12%	Greater than 41,600 hours	6 weeks

Part-time employees shall receive the greater of the above grid and their entitlements under the *Employment Standards Act (ESA)*.

- 23.08 An approved leave of absence of forty-five (45) working days or more per year shall reduce the vacation pay and earned vacation proportionately.

ARTICLE 24 - SICK LEAVE PROVISION

Applicable Only to Full Time Employees

- 24.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

- 24.02 The Employer will pay full-time employees up to eight (8) scheduled days of sick time in each year of the Collective Agreement.

Effective January 1, 2026, the Employer will pay full-time employees up to nine (9) scheduled days of sick time in each year of the Collective Agreement.

Full-time employees will be allowed to use up to four (4) days per calendar year of their sick day credits for personal days. Personal days may not be used to augment vacation time. The unused portion of an employee's sick leave will be paid out to a maximum of sixty (60) hours at the end of each fiscal year.

- 24.03 In the event of death, the value of sick leave credits shall be paid to the employee's beneficiary.
- 24.04 The Employer shall pay one hundred percent (100%) of the cost of the premium for a short term disability plan which shall provide coverage up to seventy-five percent (75%) of an employee's income with a maximum duration of seventeen (17) weeks.
- 24.05 The Employer shall continue to pay the premium cost of normal benefit coverage for the full period of short term disability.

ARTICLE 25 - WAGES

- 25.01 The Employer will pay wages as set out in Schedule "A" – Classifications and Wage Schedules 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 bi-weekly on Friday for the current period. The Employer may not make deductions from wages unless authorized by statute, court order, arbitration award, employee signature, or this Agreement.

If the Employer, in error, overpays an employee, then the employee will meet with the Employer to agree on a repayment schedule.

- 25.02 All hours not used from accumulated vacation and statutory holidays shall be clearly itemized on pay stubs, and vacation will be paid out in the first full pay following December 31st and lieu time and statutory holidays will be paid out in the first full pay following March 31st.

- 25.03 **Progression on the Wage Grid: Part-time Employees**

Part-time employees shall accumulate service for the purpose of progression on the wage grid, on the basis of one (1) year for each two thousand and eighty (2080) hours worked. It is understood that hours worked do not include on call hours and the maximum number of hours that can be accumulated in any twelve (12) month period is two thousand and eighty (2080).

ARTICLE 26 - MEAL ALLOWANCE

- 26.01 A meal allowance of up to twenty dollars (\$20.00) shall be paid by the Employer upon receiving an itemized receipt to substantiate the purchase of a meal, where an employee because of time and distance cannot return to any base between the fourth (4th) and sixth (6th) hours of their shift and eighth (8th) to tenth (10th) hours of their shift.

ARTICLE 27 - LEAVE OF ABSENCE

27.01 General Leave

The Employer may grant leave of absence without pay to a full-time employee following a written request for legitimate personal reasons for a reasonable length of time, and any such employee who is absent with such prior written permission shall continue to accumulate their seniority for the first six (6) months of such leave. Benefit premiums will be maintained in a normal fashion for the first thirty (30) days of general leave.

27.02 Bereavement Leave

- (a) Any employee who suffers the loss of a spouse, child, grandchild or parent shall be granted not more than seven (7) consecutive calendar days leave of absence without loss of pay commencing with the date of the death to make arrangements and attend any religious, spiritual and/or cultural funeral observances practiced by the employee.
- (b) Any employee who suffers the loss of a sibling, parent-in-law, grandparent, sibling-in-law, sibling of a parent shall be granted two (2) days leave of absence without loss of pay within seven (7) consecutive calendar days commencing with the date of death.
- (c) Notwithstanding the above, it is understood that if there is a delay in any religious, spiritual and/or cultural funeral observances practiced by the employee, the employee may make a request to the Employer to utilize up to two (2) bereavement leave days at a later date.

27.03 **Court Duty and Jury Duty**

The Duty Officer must be notified immediately following the issue of a subpoena.

Full-time and part-time employees who are required for court duty directly relating to City of Kawartha Lakes Paramedic Service business, or jury duty, will be paid their full salary during a regular scheduled shift, provided that upon completion of witness or jury duty, a court duty form has been filled out and signed by a court official and that the subpoena is attached.

An employee who is required for court duty directly relating to City of Kawartha Lakes Paramedic Service business, or jury duty, will be paid their full regular salary during a regular scheduled shift off, starting from the time arrived at the required location to the time left the required location, provided that upon completion of witness or jury duty, a court duty form has been filled and signed by a court official and that the subpoena is attached.

27.04 **Education Leave**

Leave of absence with pay and without loss of seniority shall be granted to allow full-time employees to write examinations for education courses to upgrade their employment qualifications, provided that the request for leave is submitted in writing three (3) weeks in advance and is for examinations or courses approved by the Employer.

27.05 **Quarantine/Self-Isolation Language**

In the event that a full-time employee loses basic pay due to quarantine/self-isolation mandated by the Medical Officer of Health as a result of the employee performing their duties for the Employer and in the further event this situation is not the subject of federal or provincial legislation compensating the employee for loss of pay, the Employer will reimburse the employee for loss of basic pay for a maximum period of one (1) month from the date the employee is first absent from work due to such quarantine.

In the event the employee is part-time, lost basic wages for the one (1) month period in question will be based on the hours of work scheduled for such employee during this period at the time of the quarantine.

In the event that an employee develops a related illness recognized by the WSIB, this absence shall be compensated as per WSIB policy and guidelines, subject to WSIB approval, for the duration of the illness.

ARTICLE 28 - UNIFORM ALLOWANCE

28.01 Full Time Employees

The Employer will assign at no cost to full-time employees the following:

- (a) Safety footwear
- (b) 3 Pants
- (c) 1 Belt - with radio clip
- (d) 4 Shirts - long/short as required with Employer crest sewn on each shoulder
- (e) 1 Jacket - with Employer crest sewn on each shoulder
- (f) 1 raincoat appropriately marked for safety
- (g) 1 pair gloves
- (h) 1 toque
- (i) 1 Parka - with Employer crest sewn on each shoulder
- (j) 1 baseball cap

This clothing will be replaced upon proof of need and shall be worn only while on duty and travelling to and from work at the City of Kawartha Lakes. All issued items shall be maintained and worn in a clean manner and in good repair.

28.02 Part-time Employees

Notwithstanding Article 28.01 (b) and (d), part-time employees will receive two (2) pants and three (3) shirts. Following the initial clothing and equipment issue, all uniforms and equipment items will be replaced upon proof of need and at the discretion of the Employer.

- 28.03 The Employer shall supply a washer and dryer at each station where staff report seven days a week for the exclusive purpose of laundering City of Kawartha Lakes issued uniform items.
- 28.04 The uniform shall be the property of the Employer and if an employee ceases employment for any reason, the current uniform issued and all equipment items, shall be returned to the Employer immediately. For existing employees, in the event that the current uniform issued and all equipment items are not returned to the Employer, a uniform holdback of two hundred dollars (\$200.00) shall be applied to any outstanding wages and vacation pay owed to the employee.

ARTICLE 29 - HEALTH PLAN BENEFITS

Applicable to Full-Time Employees

- 29.01 The Employer shall pay one hundred percent (100%) of the premium cost all existing-benefits. For greater clarity refer to the benefit booklet provided by the Employer. The following is a list of existing benefits and shall be maintained unless altered by negotiation:
- (a) Life Insurance;
Two times (2X) salary to maximum of \$300,000
 - (b) AD&D Insurance;
Two times (2X) salary to maximum of \$300,000
 - (c) Dependent Life Insurance;
\$10,000 Spouse / \$5,000 Child
 - (d) Short Term Disability Insurance;
75% of weekly earnings, to a maximum of \$1,800 per week
 - (e) Health Services;
 - (i) Single/Family coverage
 - (ii) \$25/\$50 deductible

1. Drugs –

- (a) generic substitution unless brand name requested by Physician
- (b) no dispensing fee cap

2. Paramedical Services –

- (a) \$500 per calendar year per paramedical discipline, except for Chiropractic and Registered Massage Therapy which will be to a combined total of \$1,000.

Effective January 1, 2026, \$600 per calendar year per paramedical discipline, except for Chiropractic and Registered Massage Therapy which will be to a combined total of \$1,200 each per calendar year. No referrals required for any of the paramedical services in the benefits plan.

Effective January 1, 2027, \$650 per calendar year per paramedical discipline, except for Chiropractic and Registered Massage Therapy which will be to a combined total of \$1,300 each per calendar year. No referrals required for any of the paramedical services in the benefits plan.

- (b) \$3000.00 per calendar year for mental health services including Psychologist, Social Worker, Clinical Counsellor, Master of Social Work or Psychotherapist.

(f) Dental Insurance;

- (i) Single/Family coverage
- (ii) Comprehensive Basic plan
- (iii) Current 'ODA' minus one (1) year
- (iv) Nine (9) month recall for adults and six (6) month recall for dependent children
- (v) Maximum of \$2,000 per calendar year excluding orthodontic
- (vi) Major restorative services are 50% co-insurance
- (vii) Orthodontic benefit is \$2,000 lifetime, 50% co-insurance

- (g) Audio;
 - (i) Single/Family coverage
 - (ii) Maximum of \$500.00 once every five (5) years (sixty consecutive months)
 - (iii) Reimbursement for standard hearing aids, repairs or replacement parts
- (h) Vision Care;
 - (i) Single/Family coverage
 - (ii) \$500 every twenty four (24) months
 - (iii) Eye exam every twenty four (24) months
- (i) Deluxe Travel Plan;
 - (i) Single/Family coverage

29.02 The Employer shall pay the full cost (100%) of the Long Term Disability premiums.

It is understood that an employee will have the right to return to active employment following any period in which they are in receipt of Long Term Disability benefit.

It is further understood that the Employer may post the position of an employee who is in receipt of Long Term Disability Benefits for a period of twenty-four (24) months or more. Where the Employer decides to post and fill such position and the employee is able to return to work following the illness or disability, the employee shall have the right to displace the most junior employee in a position similar to the position held prior to being in receipt of Long Term Disability benefits and provided they have the skills and ability. If no such position exists, the employee shall have the right to displace the most junior employee in any other position provided they have the skills and ability.

29.03 The Employer will continue to pay its share of benefit premiums for the existing health plan benefits as set out in Articles 29.01 and 29.02 while an employee is in receipt of Long Term Disability benefits.

29.04 **Retiree Benefits**

The Employer shall pay the insured premiums for full-time employees to provide extended health, drug, vision and life insurance at \$20,000 benefits, as amended by the Collective Agreement, for a maximum period of five (5) years commencing from the age of sixty (60) or at such time the employee can retire early under the OMERS pension plan with pension accrual benefits, provided that the employee has worked for the Employer for a minimum of ten (10) years.

29.05 **Pension Plan**

Every eligible employee shall join the Ontario Municipal Employees Retirement System (OMERS) pension plan as a condition of employment in accordance to the Plan.

29.06 Any full-time employee prevented from working as the result of an occupational accident/injury/illness that is recognized by the Workplace Safety and Insurance Board (WSIB) as compensable shall receive payment from the Employer equivalent to the payment received under the *Workplace Safety and Insurance Act* (WSIA) for the period in which:

- (a) The injury/illness remains eligible for loss of earnings benefits from the WSIB; and
- (b) The employee would have been eligible to receive wages from the Employer had the employee not been absent (i.e. for as long as the employee would have worked until the employee would have been laid-off pursuant to the Collective Agreement) to a maximum of four (4) weeks from the date of the accident/injury/illness.

Applicable to Part-Time Employees

29.07 Part-time employees not receiving benefits shall receive eight percent (8%)-in-lieu-of-benefits found in Article 29. However, part-time employees, at their option, may participate in the insured benefit coverage compatible with other City of Kawartha Lakes employees. The employee will pay the full premium for the coverage they select.

ARTICLE 30 - COMMITTEES

30.01

Joint Health and Safety Committee (JHSC)

- (a) The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- (b) The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees. The obligation contained herein does not apply to the provision of footwear or the provision of clothing. The provision of these items shall be in accordance with specific language as per Article 28 the Collective Agreement.
- (c) The Employer and the Union agree that they mutually desire to comply with their responsibilities under the applicable legislation and to maintain standards of safety and health as well as prevent job related accidents, injury and illness.
- (d) There will be a Joint Health and Safety Committee comprised of up to eight (8) representatives. Four (4) representatives selected by the Union from amongst bargaining unit employees and up to four (4) selected from and by Management.
- (e) The Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend to the Employer actions to be taken to improve conditions related to the Paramedic Service and health and safety.
- (f) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.

- (g) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (h) Any representative appointed or selected in accordance with (d) hereof shall serve for a term of two (2) calendar years from the date of appointment which may be renewed for further periods of two (2) years. The time off for such representative(s) to attend meetings of the Health and Safety Committee and Labour Management Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (i) 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.

30.02

Labour Management Committee (LMC)

- (a) The purpose of the Labour Management committee is to maintain harmonious working relations between management and employees and to provide a forum for the free exchange of information between management and union representatives. Discussions of this committee should therefore deal with day to day operational practices, and proposed improvements or necessary changes.
- (b) The Labour Management Committee will consist of four (4) representatives from the union and four (4) representatives of the Employer. Additional persons may be invited for the purpose of providing advice or information on particular agenda items but must be identified before the agenda is finalized.
- (c) The committee will meet every four (4) months, on a week day. A special meeting, if required, can be requested by either party and with agreement of both parties.

- (d) The employer will relieve the employee from their responsibility to respond to calls in order to allow the committee member to fully participate in the committee meeting without possible disruption. The time off for such representative(s) to attend such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

ARTICLE 31 - GENERAL

31.01 Printing of Agreement

The Employer will jointly pay for the cost of providing each employee with a copy of the Collective Agreement.

31.02 Technological Change

The Employer agrees to consult with the Union prior to any change in the type of defibrillator used by the Employer.

31.03 Driver's Licensing Medical

The Employer shall pay up to one hundred and twenty-five dollars (\$125.00) to compensate any Paramedics for the medical cost associated with a Class "F" driver's license renewal. All employees will provide the Employer with a copy of their current driver's license or driver's license renewal.

ARTICLE 32 – DECERTIFICATION / DEACTIVATION

32.01 Base Hospital Deactivation

If deactivation occurs due to medical error or administrative/education issues, the Employer will allow the paramedic (PCP or ACP) an unpaid leave of six (6) consecutive months to become reactivated. Once reactivated to their previous status, the paramedic will be reinstated to their former position and classification.

Failure to do this within twelve (12) consecutive months will result in termination for cause.

If deactivation occurs due to medical illness, injury or an approved absence pursuant to the Collective Agreement and the paramedic returns within twenty-four (24) consecutive months or less, the Employer will provide up to one hundred and sixty (160) hours of paid time for remediation with base hospital. Once reactivated to their previous status, the paramedic will be reinstated to their former position and classification.

The provisions of Article 27.01 shall apply with respect to benefit continuation and the accumulation of seniority. Beyond thirty (30) days, the employee may elect to continue health and dental benefits by assuming 100% of the premiums payable for such benefits. Such payments shall be made by the employee one (1) month in advance.

32.02

Base Hospital Decertification

If a paramedic (PCP or ACP) becomes decertified they will be immediately placed on an unpaid leave of absence. The paramedic will be provided with twelve (12) consecutive months to appeal their standing with the Base Hospital. Once reactivated to their previous status, the paramedic will be reinstated to their former position and classification with the designation of the Base Hospital physician subject to any terms and conditions imposed by the Base Hospital physician and shall be at no cost to the Employer. If the paramedic cannot certify within the twelve (12) consecutive month time frame the paramedic will be terminated for cause.

The provisions of Article 27.01 shall apply with respect to benefit continuation and the accumulation of seniority. Beyond thirty (30) days, the employee may elect to continue health and dental benefits by assuming 100% of the premiums payable for such benefits. Such payments shall be made by the employee one (1) month in advance.

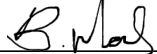
ARTICLE 33 - TERM OF AGREEMENT

33.01 This agreement shall remain in effect to and including December 31, 2027, and shall be automatically renewed from year to year thereafter, unless either party gives the other party notice to bargain in writing within the period of ninety (90) days before the Collective Agreement ceases to operate.

IN WITNESS WHEREOF the parties herein have executed this Collective Agreement at Lindsay, Ontario, this ____ day of _____, 2026.

FOR THE EMPLOYER:

FOR THE UNION:

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S. Robertson EF82C99CCDCC48E... DocuSigned by:	03 March 2026 9:04 AM EST	 981B8813637442C... Signed by:	02 March 2026 4:36 PM EST
Sara Johnston F477CCF910E94D7... DocuSigned by:	05 March 2026 9:13 PM EST	 DE5C5C87269947C... Signed by:	02 April 2026 11:39 AM PDT
Stephen Lucas C0AB597BBA9B47B... 	03 March 2026 9:26 AM EST	Michelle Bell 9DAE1F4F308A415... DocuSigned by: Hilarie LaFave 7F060B7E6E3142E... Andrew Ruszczak  	03 March 2026 1:47 PM EST 02 April 2026 1:39 PM PDT

SCHEDULE "A"

Paramedic Classifications and Wage Schedules

OPSEU/SEFPO – January 1, 2025 – 3%

Job Code	Job Title	Start Payroll Level 1	1 Year Payroll Level 2	2 Years Payroll Level 3
336003	Paramedic Logistics Support Technician	\$31.91		
336002	Primary Care Paramedic	\$42.25	\$43.56	\$44.86
336012	Advanced Care Paramedic	\$47.12	\$48.53	\$49.98

OPSEU/SEFPO – January 1, 2026 – Market Rate Adjustment of \$1.25 and 3%

Job Code	Job Title	Start Payroll Level 1	1 Year Payroll Level 2	2 Years Payroll Level 3
336003	Paramedic Logistics Support Technician	\$34.15		
336002	Primary Care Paramedic	\$44.81	\$46.15	\$47.49
336012	Advanced Care Paramedic	\$49.82	\$51.28	\$52.76

OPSEU/SEFPO – January 1, 2027 – 3%

Job Code	Job Title	Start Payroll Level 1	1 Year Payroll Level 2	2 Years Payroll Level 3
336003	Paramedic Logistics Support Technician	\$35.18		
336002	Primary Care Paramedic	\$46.15	\$47.54	\$48.91
336012	Advanced Care Paramedic	\$51.32	\$52.82	\$54.35

Full-time employees shall progress along the wage grid steps in one (1) year intervals.

Part-time employees shall progress along the wage grid steps based on two thousand and eighty (2080) hour intervals.

Letter of Understanding – #1 – Part-Time ACP Training

Between

City of Kawartha Lakes

-and-

OPSEU/SEFPO Local 371

Part-time ACP Training

Two (2) part-time employees per year (most senior part-time employees in the event of multiple applicants) shall be eligible for a bursary from the Employer in the amount of two thousand five hundred dollars (\$2,500.00) per employee upon successful completion of Advanced Care Paramedic training.

The Employer agrees to accommodate scheduling issues necessary to allow for this education (the employees shall still be required to maintain their required availability) and will endeavour to meet the clinical practice (preceptorship and consolidation) requirements of same.

In exchange for the foregoing, the employee shall be obligated to maintain their employment with the Employer for a period of at least two (2) calendar years following successful completion of the training. In the event that the Employee leaves their employment with the Employer prior to satisfying this obligation, the Employer shall be entitled to withhold such wages which remain payable as necessary to satisfy any repayment obligation. Otherwise, any outstanding amount repayable to the Employer shall constitute a debt which is properly payable to the Employer.

Dated the ____ day of _____, 2026.

For the Employer:

For the Union:

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Letter of Understanding – #2 – Education Facilitation

Between

City of Kawartha Lakes

-and-

OPSEU/SEFPO, Local 371

The City of Kawartha Lakes has expanded its approach to education facilitation for employees for the purpose of assisting with the delivery of education and other learning and development initiatives.

1. The opportunity to receive training and perform facilitation of the simulation labs (and other related tasks) will be offered to all paramedics.
2. The Employer will advertise the option to participate via email. The advertisement will include a general description of the type of work, the skill necessary for success and the compensation provisions.
3. Selection will be completed on the basis of seniority and demonstrated ability to complete the work as per paragraph 5.
4. The Employer will educate up to eight (8) staff to complete this work and will evenly distribute the selection between PCP and ACP where possible. In the event that insufficient PCP staff express an interest, the opportunity can then be offered to the next most senior ACP applicant.
5. Facilitators will receive additional training and education relating to the position and will be required to complete exit testing, achieving a grade of 70% or higher.
6. Employees participating in this work will be compensated at the straight time applicable rate whether the hours worked are within their regular schedule or they have agreed to assigned hours in addition to their regular schedule. Employees may bank additional hours worked in accordance with Article 20.07.

7. Further to paragraph 6 above, employees who are scheduled to work twelve (12) hour shifts, but facilitate for less than twelve (12) hours shall be paid for the entirety of their regularly scheduled shift, regardless of whether the Employer allows them to go home or assigns them alternative duties, including but not limited to, regular paramedic work.
8. Employees in this role must participate in a minimum of two (2) assignments per twelve (12) month period, if offered, in order to automatically remain doing this work the following year. Opportunities and hours must be distributed equally, subject to the level of Paramedic required to complete the work.
9. All previous employees who have been placed in this program will be required to reapply and participate in the competition process.

Dated the ____ day of _____, 2026.

For the Employer:

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For the Union:

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Letter of Understanding – #3 – Public Relation/Education

Between

City of Kawartha Lakes

-and-

OPSEU/SEFPO Local 371

The parties hereby mutually agree to the following conditions of employment for all staff who participate in paid Public Relation/Education events (note: not all events will be paid):

1. The Employer will advertise to all staff via email once a year for staff to submit their interest in participating in Public Relation/Education events. The advertisement will include a general description of the type of work and the skill required to complete it.
2. The work will then be offered to the staff member(s) who have submitted their interested and have the required skills. In the event no one applies, the Employer may offer an employee from the bargaining unit to conduct the work.
3. Public Relation/Education hours will be offered first to those with the fewest cumulative Public Relation/Education hours during the calendar year.
4. Once assigned a Public Relation/Education event shift(s) staff cannot forgo this shift to work a paramedic shift.
5. Public Relation/Education Paramedics must participate in at least two events per year in order to automatically remain on the team the following year.
6. Full-time employees participating in paid Public Relation/Education will be compensated at the straight time applicable rate. Full-time Employees may also bank the time in accordance with Article 20.07 (a).

7. Hours worked in a Public Relation/Education capacity are exempt from Article 1.02 (b) and 20.05 (b).
8. Part-time employees participating in a Public Relation/Education event(s) must continue to provide the minimum availability for paramedic shifts in accordance with Article 20.05 (e) and must work the minimum required shifts under Article 20.05 (g).
9. All other terms and conditions of the OPSEU/SEFPO, Local 371 Collective Agreement will apply.

Dated the _____ day of _____, 2026.

For the Employer:

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For the Union:

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Letter of Understanding – #4 – Community Paramedics Program

Between

City of Kawartha Lakes

-and-

OPSEU Local 371

WHEREAS the Employer has received temporary funding to implement a Community Paramedic Program (CPP) and has applied for additional funding to expand the program;

AND WHEREAS the Employer is choosing to create full-time CPP positions with the temporary funding;

AND WHEREAS the Employer has advised the Union that they will be expanding this program as soon as possible;

AND WHEREAS the Parties are in agreement that this will be a position covered under the terms of the existing Collective Agreement except as otherwise specified in this Letter of Understanding (“LOU”);

NOW THEREFORE, the Parties agree as follows:

1. The Employer will post for permanent full-time Community Paramedic (CP) assignments as deemed necessary by the Employer and as possible through available funding.
2. If there is a possibility of increasing the full-time complement of CPs as additional funding becomes available for additional positions beyond those set out in paragraph 1 or based on operational needs, the Employer will advise the Union about expanding the program.

3. The parties agree that any vacancies shall be posted and filled in accordance with Article 11.02.
4. The successful candidates shall be given a trial period of four hundred and fifty (450) hours worked. In the event that during such trial or probationary period a successful applicant proves to be unsatisfactory in the position, or if the paramedic is unsatisfied in the new position, such paramedic shall be returned to their bargaining unit position without loss of seniority. The bargaining unit position will not be deemed vacated until the employee has successfully completed the applicable probationary period. Any other paramedic(s) who had changed positions as a result of the implementation of the CPP shall be returned to their former position, without loss of seniority.
5. If a CPP employee wishes to return to an operational position, they must inform the Deputy Chief in writing. Following this notice, the employee will be eligible to apply for the next available position.
6. In the event of a temporary full-time vacancy in the CP program (i.e. pregnancy/parental leave), the employer will backfill the vacancy as outlined in paragraph 3 and all part-time paramedics in temporary full-time positions with the CP program will have access to temporary full-time benefits in accordance with Article 11.04.
7. Community Paramedics may be required to rotate or switch shifts with other CPs and/or may be reassigned as a Paramedic from time to time in order to maintain clinical competencies and for operational needs.
8. CPs may be eligible for 911 operation shifts after all front line paramedics have been offered the shift through the normal call-in procedure. A 911 operations shift may be offered to CPs based on the overtime call in list, in the event the shift has not been claimed by a front line paramedic.
9. Notwithstanding the above, in extenuating circumstances or in a public emergency CPs may be redeployed to 911 shifts.

10. It is further understood that the CP position may be eliminated at any time due to funding allocation. If the CPP is terminated prior to the expiry of this LOU, all impacted employees would be subject to layoff in accordance with Article 19.
11. This Letter of Understanding is without precedent and prejudice and may be renewed by mutual agreement of the Parties.
12. This Letter of Understanding shall continue to be in effect for the duration of the Collective Agreement, including any statutory extension of same until a renewal Collective Agreement is finalized.

Dated the _____ day of _____, 2026.

For the Employer:

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For the Union:

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Letter of Understanding – #5 – ACP Training

Between:

City of Kawartha Lakes

-and-

OPSEU Local 371

WHERE the Employer has determined in accordance with Article 7.01 that additional ACP training is required, the following process will be utilized:

1. Acceptance into the training program will be determined by a third party as a per the attached selection criteria, Appendix "A". Any actions of the Base Hospital, certifying agencies, or their representatives, do not come under the jurisdiction of the Collective Agreement and therefore cannot constitute a difference or dispute of grievable action under the Collective Agreement.
2. The City of Kawartha Lakes will provide payment of tuition costs and text books on semester by semester basis. Text books will remain the property of the City of Kawartha Lakes.
3. The City will not modify the existing shift schedule to allow attendance at school. The Paramedic will be backfilled by another staff member on scheduled dates when attendance at school is required. The employee will attend regularly scheduled shifts when attendance at school is not required. This will require the Paramedic to provide their school/training schedule to the Superintendent Staff Development and Wellness as requested. When a paramedic requires a shift off either prior to or following a school day they shall be given the full shift off (8 or 12 hours).
4. During the preceptor phase of the training a preceptor shift shall be considered a work day and as such the total number of work hours shall not exceed the paramedic's normal working hours in any given pay period.

5. The employee will receive regular wages for attendance at school in place of attendance at work. The employee will be required to submit attendance reports authorized by the training facility on a monthly basis. If an employee needs to be absent from school, they will be expected to report the reason for absence to the Superintendent Staff Development and Wellness. Pay for absence will be determined by the Employer based on the reason for the absence in accordance with the Collective Agreement.
6. An employee's benefit coverage as per the Collective Agreement will be maintained during the training period.
7. There are safety and liability concerns that will arise for the City of Kawartha Lakes as a result of employees attempting to balance their Paramedic service workload while participating in the ACP Program. These concerns extend to coworkers, patients and to the employee. It is the City's expectation that employees will not work all night, back to back with going to school all day, and that employees will ensure that they take the appropriate rest periods as defined by the Collective Agreement and applicable legislation. This may include shifts with the City of Kawartha Lakes Paramedic Service and or another employer impacting scheduled shifts with City of Kawartha Lakes.
8. An employee who voluntarily leaves the training program, or is involuntarily removed from the program, will be returned to their regular shift and will be responsible for reimbursement of any tuition costs paid by the City on behalf of the employee to that date. Books will be returned to the Employer. Reimbursement of the tuition will be processed through an agreed payroll deduction schedule such that the entire amount shall be paid within twelve (12) months.
9. In the event a Community Paramedic applies and is successful for the ACP training program, the Community Paramedic will be required to move back to an operational position for a period of at least two (2) years. After the two (2) year period, the employee may re-apply to a Community Paramedic position should one become available.

10. Successful candidates will be required to remain employed as an ACP by the City of Kawartha Lakes until they have completed 4,368 hours worked from the date of ACP certification. In the event the employee leaves prior to the 4,368 hours worked commitment they will be required to repay the Employer on a pro-rated basis the outstanding costs. The cost will be deducted from the employee's final pay. If this does not cover the entire amount a certified cheque for the balance will be required. The employee shall agree to enter into an agreement with the City with respect to this obligation, attached hereto Appendix "B".
11. Once ACP certification is achieved, employees will be moved to the rate in the ACP grid commensurate with their seniority. All ACP trained employees will be required to maintain certification in all delegated medical acts, which are required by the Employer.
12. This Letter of Understanding shall continue to be in effect until December 31, 2027.

Dated the _____ day of _____, 2026.

For the Employer:

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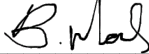
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Sara Johnston
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Stephen Lucas
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Appendix “A”

Selection criteria for participation in the ACP training program

The following selection criteria will be utilized, in partnership with Base hospital and the education provider, subject to the requirements of Base Hospital and the education provider at the time training is offered.

Steps	Description	Passing %
1. Post position	Interested full-time candidates apply.	
2. Testing	Part A – a written test designed and administered by the Base Hospital.	Pass 70%
	Part B –a scenario-based, practical skills test designed and administered by the Base Hospital.	Pass 70%
3. Oral Interview	Move to this step only if employee passes the Part A and Part B testing described above.	Pass 70%
	The education provider is to provide the interview questions, answers and marking format, which will include “commitment” issues, personal goals, etc.	
	<u>Interview Team:</u> as determined by Base Hospital.	
4. Final Selection	Provided a passing mark is achieved in each of the above criteria, seniority shall prevail.	

Letter of Understanding – #6 – Casual Part-time Employees

Between

City of Kawartha Lakes

-and-

OPSEU Local 371

The parties hereby agree to the following provisions for the introduction of casual part-time employees, applicable to Paramedics only, on a trial basis for the term of the Collective Agreement, unless terminated in accordance with the provisions of this Letter of Understanding.

Casual part-time employees are those who are current employees and not classified as full-time and shall be entitled to all benefits and privileges applicable to part-time employees described herein, except as further clarified below:

1. The number of casual part-time Paramedics will not be included in the full-time to part-time ratio under Article 1.02 (c).
2. There will be a maximum of six (6) employees in this classification, consisting of three (3) Primary Care Paramedics and three (3) Advanced Care Paramedics. These positions, when created or where an individual leaves a casual position for whatever reason, shall be filled in accordance with Article 11.02. In the event the Employer is unable to fill the three (3) Advanced Care Paramedic positions, the Employer can fill the casual positions with Primary Care Paramedics at their discretion.
3. Notwithstanding Articles 1.02 (c) and 20.05 (b), casual part-time employees will be limited to a maximum of twelve (12) pre-scheduled hours per week averaged over a twelve (12) week period. Casual part-time employees shall not reduce the regularly scheduled hours of work of any full-time employee.

4. Notwithstanding Article 20.05 (e), casual part-time employees will be required to provide a minimum of three (3) twenty-hour (24) hour periods and one (1) twelve (12) hour period (days or nights) for which they are available to work in each calendar month. At least one (1) of the three (3) twenty-four (24) hour periods must be on a Saturday or Sunday.
5. Notwithstanding Article 20.05 (g), in the event a casual part-time employee refuses a shift and/or does not respond to a call/text message for an assignment that occurs after the schedule is posted that falls within that employee's declared availability time as per paragraph (e) on six (6) occasions within a calendar year, the casual part-time employee is deemed terminated in accordance with Article 18.10 (h).
6. Notwithstanding Article 20.05 (h), all causal part-time employees will be offered at least six (6) full shifts in each six (6) month period and each casual part-time employee must work at least six (6) shifts in each six (6) month period in order to maintain their regular status as per Article 18.10 (h).
7. A casual part-time employee may submit a request to transfer to part-time in writing to the Deputy Chief. Casual part-time employees will only be approved to transfer provided there is a part-time vacancy.
8. Either party may give the other written notice, of not less than ninety (90) days, of their desire to terminate this trial and end the use of casual part-time Paramedics. Upon the provision of said notice, the parties agree that they will meet to discuss the concerns leading to the decision to give notice to terminate this trial. The parties, acting reasonably, will attempt to resolve such concerns, failing which, this Letter of Understanding will cease to operate. If the trial is cancelled, the casual part-time Paramedics would revert to part-time status and no further part-time Paramedics will be hired until the part-time complement aligns with the restriction under Article 1.02 (c).

Dated the _____ day of _____, 2026.

For the Employer:

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**Letter of Understanding – #7 – OMERS Normal Retirement Age (NRA) 60 for
Paramedics**

Between

City of Kawartha Lakes

-and-

OPSEU Local 371

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 for the purpose of exploratory discussion(s) to examine the issue and 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 the 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).

Dated the _____ day of _____, 2026.

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Letter of Understanding – #8 – Critical Call Focus Group

Between

City of Kawartha Lakes

-and-

OPSEU Local 371

The Employer commits to the creation of a focus group that includes up to two (2) representatives from the Peer Support Team, Joint Health and Safety Committee (at least one (1) worker representative), Union, front-line employees, as well as any Employer stakeholders as deemed necessary, to create a standard operating procedure (SOP) with respect to the management of critical calls. The Employer commits to reviewing the suitability of the developed SOP within six (6) months of the implementation and then on regularly agreed intervals going forward.

The focus group will be created no later than sixty (60) days from the date of ratification.

Dated the _____ day of _____, 2026.

For the Employer:

For the Union:

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Letter of Understanding – #9 – Job Share

Between

City of Kawartha Lakes

-and-

OPSEU Local 371

1. The Employer and the Union agree to implement two (2) job share positions (four (4) participants) in the front-line paramedic's department on a trial basis. As an overall principle, the implementation of a job share shall not increase the Employer's costs.

Notwithstanding any timelines set out herein, the parties agree that any job share shall be a trial. A job share may be cancelled by the Employer at any time subject to the Employer having reason to do so, and only if a resolution to the Employer's concerns is not achieved after discussion with the Union and involved Paramedics.

2. Job share positions shall involve two (2) permanent full-time employees or one (1) permanent full-time employee and one (1) permanent part-time employee. Probationary employees are not eligible for job share positions. The two employees sharing a position should be the same classification (ACP or PCP). However, if this is not possible due to the applicant pool, an ACP and PCP will be granted the job share.
3. The job share employees shall equally share (i.e. 50-50 split of the monthly schedule) the work of one (1) full-time position. The job share employees will decide on how the shifts will be split. If no agreement can be reached the employees forfeit their job share.
4. Job share positions shall be posted sixty (60) days prior to the biennial base assignment process as per Article 11.06. Interested employees shall indicate their interest, in writing, to the employer within fourteen (14) calendar days.

5. Job share positions shall be awarded to the highest seniority employee(s) who indicate interest by the deadline and notice will be given to these employees with fourteen (14) calendar days of the submission deadline indicated in bullet #4.
6. Job share positions will be in place for a twenty-four (24) month duration in-line with the base assignment process in Article 11.06.
7. In the case of a job share held by two (2) full-time employees, the position of the highest seniority employee will be the shared position unless mutually agreed otherwise. The resulting vacancy will be posted as a temporary full-time position.
8. In the case of a job share held by one (1) full-time employee and one (1) part-time employee, the resulting part-time vacancy may be filled at the discretion of the employer.
9. The employees involved in a job share will be classified as regular part-time for all purposes under the collective agreement (however, neither employee shall count toward the number of part-time Paramedics under Article 1.02 (c)) and will be covered by the applicable provisions of the Collective Agreement, with exception to Article 20.05 b) e) f) g) h). The job share employees shall be able to pick up short notice shifts but will not be eligible for regularly assigned part-time shifts as they will not be providing availability. The employees will accrue seniority on the same basis as regular part-time employees.
10. Without limiting the generality of the foregoing, the individuals in the job share arrangement will not have access to benefit coverage under Article 29, vacation entitlement under Article 23, statutory holidays for full-time employees under Article 22, and pregnancy and parental leave and top up under Article 6. The Employer will advise OMERS of the change in status for any full-time employee(s) involved in a job share and any pension entitlements, contributions or other obligations shall be managed in accordance with OMERS administrative practices.

11. While in the job share, the employees shall be able to utilize shift exchanges in accordance with Article 20.02 (b).
12. Employees in a job share will not be eligible to apply to temporary full-time positions for the duration of the job share.
13. If one (1) of the job share employees needs to leave the job share (due to a leave of absence, acceptance of another position, termination or other acceptable reason) prior to the end of the twenty-four (24) month term the following will apply:
 - (a) If the remaining job share employee wishes to return to their original position, the job share shall be dissolved, and a new job share opportunity shall be posted.
 - (b) If the remaining job share employee wishes to continue the job share and there are more than three (3) months remaining, the employer will repost the other half of the job share.
 - (c) If the remaining job share employee wishes to continue the job share and there are less than three (3) months remaining in the job share, the vacant shifts will be backfilled by part-time employees in accordance with the Collective Agreement.
14. If an initiating job sharer participates in a job share for less than twelve (12) months, they cannot request to initiate or participate in a job share in the following twelve (12) months, except in extenuating circumstances as approved by the Employer.
15. Each job share employee shall meet with the Employer and Union to discuss the terms of the job share in order to ensure the employee understands their rights. An individual letter of understanding (LOU) outlining the above terms will be signed by each job share employee. The Union and the employee will each receive a copy of the signed LOU.

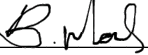
16. The parties agree to work in good faith together to resolve any issues which may arise which are not otherwise addressed herein.

Dated the _____ day of _____, 2026.

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