

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 114**

and

The County of Oxford

DURATION: January 1, 2020 – December 31, 2022



**Sector 1
1-114-10097-20221231-1**

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Article 1 - Purpose

- 1.01 It is the purpose of both parties to this Agreement:
- (a) To establish an orderly collective bargaining relationship between the Employer and the employees within the bargaining unit.
 - (b) To provide machinery for the prompt disposition of grievances.
 - (c) To establish and maintain satisfactory working conditions, hours of work, and wages for all employees within the bargaining unit.
 - (d) To maintain good relations between the Employer and the Union.
 - (e) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

Article 2 - Management Rights

- 2.01 Except as specifically designated in this Agreement, all other residual management rights are retained and remain exclusively and without limitation within the rights of management.
- 2.02 Without limiting the generality of the foregoing, management's rights include:
- (a) The right to direct the working force.
 - (b) The right to plan, direct and control the operation of the ambulance service.
 - (c) The right to introduce new and improved methods, facilities, equipment.
 - (d) The right to determine work schedules, work assignments and methods of doing work.
 - (e) The right to determine in its discretion at all times the number of employees and the amount of supervision necessary.
 - (f) The right to formulate policies, Rules and Regulations as set out in the Employer's Policy and Procedure Manual. All new or amended Policies and Procedures, notices and memos will be dated and signed by the Employer prior to posting at each station/base.
 - (g) The right to establish standards of care and quality.

- (h) The right to determine the nature and scope of ambulance service which the Employer will provide, and the increases or decreases in employment.
- (i) The right to hire, assign, discharge, transfer, promote, demote, direct, classify, request medical certifications of, layoff, recall or discipline employees.
- (j) The right to operate the Ambulance Service so as to provide adequate ambulance service in a manner consistent with the obligations of the Employer to the general public.

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

Article 3 - Recognition

- 3.01 The Employer recognizes the Ontario Public Service Employees Union (The Union) as the sole and exclusive bargaining agent for all paramedic employees of The County of Oxford Paramedic Services, save and except, Supervisors and persons above the rank of Supervisor.
- 3.02
 - (a) The parties agree that all work falling within the jurisdiction and normally performed by the bargaining unit employees shall be performed by the member of the Union; however, it is expressly agreed that the Employer's management personnel may undertake the performance of bargaining unit work providing no regular full-time employee in the bargaining unit will be penalized or lose regular scheduled shift hours of work.
 - (b) The Employer and its supervisory staff will be able to continue their existing practice of performing bargaining unit work. The parties agree that at a maximum there will be only one (1) non-bargaining unit Superintendent per platoon performing bargaining unit work.
- 3.03 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass between the Manager/Chief of Paramedic Services, and the President of the Local and/or the OPSEU Staff Representative.
- 3.04 For the purpose of this Agreement:
 - "representative" shall mean Staff Representative, President, Stewards or Union members of committees referred to herein;
 - "full-time employee" shall mean an employee who is regularly scheduled to work forty (40) or forty-two (42) hours per week;

- "part-time employee" shall mean an employee who is scheduled to work an average of twenty-four (24) hours per week or less;
- "days" shall mean calendar days unless otherwise specified. It is agreed that days referred to in Articles 9, 10, 11, 12, 14 for time limits shall not include Saturdays, Sundays or Paid Holidays.

3.05 Wherever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or feminine.

Article 4 - Check Off of Union Dues

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

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

4.02 The employer agrees to include on the T4 slips of each employee affected by this Article the annual total of dues deducted.

4.03 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised will continue to be deducted until changed by further written notice to the Employer.

4.04 The Union will indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.

Article 5 - No Strikes/No Lockouts

5.01 The Employer agrees that there will not be any lockout of its employees and the Union agrees that there will not be any strike or cessation of work, refusal to work or to continue to work by employees, in combination or in concert, or in accordance with a common understanding, or a slowdown or other concerted activity on the part of the employees to restrict or limit the operations of the Employer.

Article 6 – No Discrimination

- 6.01 (a) 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 Regulations* and amendments pursuant thereto.
- (b) There shall be no discrimination practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (gender), including pregnancy, sexual orientation, gender identity, gender expression, age, marital status, family status, religion, social or religious affiliation or handicap (disability) as defined in Section 10 of the *Ontario Human Rights Code*.
- (c) Where application of this agreement adversely affects an employee or group of employees on the grounds listed in (b) above, the parties will negotiate accommodation measures to eliminate discrimination, provided that the accommodation does not cause undue hardship on one party as defined in Section 17 of the *Ontario Human Rights Code*.
- 6.02 The Employer agrees that new employees in the bargaining unit will be advised as to the names of the stewards. A representative of the Union shall be given the opportunity, upon request to the Manager/Chief for permission, to meet each new employee, within regular working hours, for a maximum of fifteen (15) minutes during the first thirty (30) days of employment, for the purpose of acquainting the new employee with the benefits and duties of the Union membership, and his responsibilities and obligations to the Union. Such interview must not interfere with the normal schedule of operations or response time.

Article 7 - Labour/Management Committee

- 7.01 There shall be a Labour-Management Committee comprised of four representatives of the Union and four representatives of the Employer, one of whom shall be the Chief of Paramedic Services for the Employer and one of whom shall be the Staff Representative for the Union. The function of the committee shall be to discuss matters of mutual concern but it is understood and agreed that the committee will not discuss grievances. The meetings shall be chaired alternately by a person designated by the Employer and a person designated by the Union.
- 7.02 The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of the Collective Agreement.

The Committee shall not supersede the activities of any other Committee established under this Agreement and does not have the power to bind either the Union or its members to any agreements reached in their discussions without proper ratification. The committee shall have the power to make recommendations to the Union and the Employer with respect to discussion and conclusion.

Members of the Committee shall suffer no loss of wages while in attendance at Committee meetings.

Article 8 - Stewards

- 8.01 The Employer acknowledges the right of the Union to elect four (4) stewards plus the President. All stewards shall have completed their probationary period. The name and area of each of the stewards shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been so notified. In matters of discipline involving a written reprimand, suspension or dismissal, the Employer shall provide notification in writing of such discipline to the employee and the Steward.
- 8.02 The right of stewards and grievors to leave their work without loss of pay for the purpose of servicing grievances is granted on the following conditions:
- (a) The time shall be devoted to prompt handling of Union/Management relations.
 - (b) The steward concerned shall obtain the permission of his Superintendent before leaving his work, and shall report to his Superintendent upon his return.
 - (c) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- 8.03 The Union shall have the right to have the assistance of a Staff Representative of the Ontario Public Service Employees Union and/or legal advisor when dealing with or negotiating with the Employer and similarly the Employer shall have the right to have the assistance of a legal advisor when dealing with or negotiating with the Union.
- 8.04 Employees who are representing the Ontario Public Service Employees Union during grievances or negotiations shall be granted time off without loss of pay or benefits.
- 8.05 The Employer agrees to recognize a Negotiating Team consisting of three (3) members of the bargaining unit, the President plus two (2) members,

plus a paid representative of the Ontario Public Service Employees' Union. Bargaining unit members shall suffer no loss of pay for time spent in negotiations, including essential services negotiations, up to and including Arbitration. The Union and/or the Employer may bring outside counsel to the table as required.

The Employer, subject to its operational needs, shall also release the Negotiating Team members from their duties for preparation time with the Union for negotiations with the Employer. The Employer shall maintain salary and benefits for such preparation time and will invoice the Union for 100% reimbursement by the Union for the wages and benefits paid to members for such time.

Article 9 - Grievance Procedure

9.01 A grievance shall be defined as a dispute involving the interpretation or alleged violation of this agreement. It is understood that a probationary employee may not grieve his discharge unless the Employer has acted in a manner that is discriminatory, arbitrary or in bad faith.

9.02 Step 1 - Discussion

If an employee has a complaint, within seven (7) days of the occurrence coming to the attention of the employee or within seven (7) days of when the employee ought reasonably to have known of the occurrence which gives rise to the complaint, he must first give opportunity to his Superintendent or designate to discuss and resolve the complaint before he files a grievance.

Step 2

Failing resolution at Step 1, the grievance shall be submitted in writing by the aggrieved employee and signed by a steward within fourteen (14) days of the events causing the alleged grievance, and will be taken up between the employee, his Steward and the Deputy Chief or designate. The Deputy Chief or designate shall render his decision in writing within fourteen (14) days.

Step 3

Failing settlement and within fourteen (14) days following the Step 2 decision, the grievance will be forwarded to the Chief of Paramedic Services to be taken up between the grievor and the steward and a Committee appointed by the Employer with the grievor at a mutually agreeable time within twenty (20) days of receiving the grievance under Step 3. A Staff Representative of OPSEU may be present at this step or at the request of either party. The Employer's Committee shall render its decision in writing within fourteen (14) days.

Step 4

Failing settlement under the above procedure of any difference concerning the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or when an allegation is made that this Agreement has been violated, the Union may, but only within a period of twenty (20) days from the date of receipt of the reply of the Employer, invoke the mediation/arbitration provisions of this Agreement. If no written request is received within the time limit, then it shall be deemed to have been abandoned.

- 9.03 The above time limits may be extended by mutual agreement between the parties to this Agreement; however, such agreement must be confirmed in writing.
- 9.04 Any grievance initiated by the Employer may be referred in writing to the Union in accordance with Clause 3.03 within fourteen (14) days of the occurrence of the circumstances giving rise to the grievance, and the parties shall meet within twenty (20) days thereafter with the Employer to consider the grievance. If final settlement of the grievance is not completed within twenty (20) days of such meeting, the grievance may be referred by either party to mediation/arbitration in accordance with Article 10 at any time within twenty (20) days thereafter, but no later.
- 9.05 A Union policy grievance, which is defined as an alleged violation of this Agreement, affecting more than one employee in the bargaining unit, may be lodged by the Union in writing with the Employer at Step 3 of the Grievance procedure within fourteen (14) days after the circumstances giving rise to the grievance occurred or originated and if it is not satisfactorily settled, it may be processed to Step 4 and mediation/arbitration in the same manner and to the same extent as the grievance of an employee.
- 9.06 If two or more grievances are filed on the same issue, they will be heard jointly and continuously
- 9.07 Nothing in this Article shall prevent an employee having a steward or designate act for him at any stage in the grievance process.

Article 10 - Mediation/Arbitration

10.01

Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- i) A request to utilize the services of a mediator must be submitted in writing by either party within twenty (20) days of the response at Step No. 4.
- ii) The referring party shall notify the other party in writing that it is proceeding to Mediation and such notice shall include a list of three (3) proposed Mediators.
- iii) Within seven (7) days of receipt of the above notice, the responding party shall reply indicating whether they are in agreement to proceed to Mediation and if so, shall either accept one of the proposed Mediators or propose three (3) alternate Mediators.
- iv) Where the parties are unable to agree to a Mediator within fourteen (14) days, or such other time as may be mutually agreed, either party may apply to the Minister of Labour to appoint a Mediator.
- v) The Mediator shall convene a meeting within thirty (30) days and attempt to mediate a settlement to the dispute.
- vi) Mediation will be attended by a maximum of three (3) representatives of the Union and three (3) representatives of the Employer. It is understood that the grievor is also entitled to be present at mediation. Legal counsel will not be present at Mediation.
- vii) Any concessions, discussions or offers to settle the grievance which occur during mediation are without prejudice to each parties' positions at arbitration.
- viii) Time spent during regular working hours at mediation shall be paid at the employee's regular rate of pay.
- ix) Grievances not resolved at Mediation will be forwarded to Arbitration in accordance with Article 10.03.

10.02

Arbitration

- i) Where a grievance is not resolved under the Grievance Procedure, either party may, within twenty (20) working days of the last disposition of the matter, refer the grievance to the Arbitration Process.
- ii) The referring party shall notify the other party in writing by registered mail that it is proceeding to Arbitration and such notice shall include a list of three (3) proposed Arbitrators.

- iii) Within seven (7) days of receipt of the above notice the responding party shall reply, either accept one of the proposed Arbitrators or propose three (3) alternate Arbitrators.
- iv) Where the parties are unable to agree to an Arbitrator within fourteen (14) days, or such other time as may be mutually agreed, either party may apply to the Minister of Labour to appoint an Arbitrator.
- v) Nothing in this Agreement shall preclude the Union and the Employee from agreeing to substitute an Arbitration Board for the Sole Arbitrator.
- vi) No person who has assisted in the negotiation of this Collective Agreement, or any renewal thereof, may be appointed to such Board of Arbitration.
- vii) The Arbitrator or the Arbitration Board shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations. The Arbitrator or the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and, subject only to the provisions of this Agreement, such decision shall be final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board and if there is no majority, the decision of the Chair shall govern.
- viii) Each party shall pay:
 - a) The fees and expenses of their appointee.
 - b) One-half of the fees and expenses of the Sole Arbitrator.
- ix) The parties reserve the right to make application for Arbitration using Section 48 (1) of the *Ontario Labour Relations Act* and should such right be exercised, agrees to inform the other Party in accordance with the time limits specified above.
- x) An employee, in addition to the grievor, whose attendance is required at an Arbitration hearing shall receive permission to be absent from work with pay providing the employee provides the Employer with fourteen (14) days written notice.

10.03

The Arbitrator/Arbitration Board shall not have the authority to alter or change any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms or conditions of this Collective Agreement, or in

any way modify, add to or detract from any of the provisions of this Collective Agreement.

Article 11 - Discharge and Disciplinary Procedures

- 11.01 A claim by an employee who has completed his probationary period that he has been terminated without just and sufficient cause shall be treated as a grievance and taken up at Step 3 of the grievance procedure within fourteen (14) days of such termination.
- 11.02 Disciplinary action will be removed from an employee's file after fourteen (14) months of active employment has elapsed since the issuance of discipline, provided there have been no further occurrences of a similar nature. Educational counselling letters are considered non-disciplinary and a copy shall be given to the employee
- 11.03 When the employer requests an incident report from an employee in response to a complaint, the employer will provide the nature of the complaint to be addressed. The employee's written reply to such complaint shall become part of his record if any disciplinary action ensues.

Article 12 - Seniority

- 12.01
- i) Seniority for full-time employees shall mean the length of continuous service from the date of last hire with the County of Oxford and shall be used in accordance with the terms of this Agreement in determining preference or priority for promotions, layoffs and recalls. Seniority shall be on a bargaining unit-wide basis.
 - ii) Seniority for the part-time employees shall mean the number of hours worked since the last date of hire with the County of Oxford and shall be used in accordance with the terms of this agreement in determining preference or priority for promotions, layoffs and recalls. Seniority shall be on a bargaining unit-wide basis.
 - iii) A part-time employee who, after December 31, 2001, is successful in obtaining a full-time paramedic position with the County of Oxford shall receive credit for the part-time seniority as calculated in subparagraph (ii) above wherein 2184 part-time hours worked shall equal one (1) year of full-time seniority.
 - iv) See Letter of Understanding - Re: Service and Seniority List
- 12.02 Part-time and full-time seniority lists will be revised every six (6) months (February 1st and July 1st). A copy of the list will be given to the Union, the Local President and the Staff Representative at the same time the list is posted on the Oxford County Paramedic Services web page. If an

employee does not challenge the position of his name on the seniority list within four (4) weeks from the date the seniority list was posted and provided the employee was at work during the said period then he shall be deemed to have proper seniority standing.

12.03 Seniority shall accumulate in the following circumstances only:

1. Full-Time Employees

- (a) When off work due to layoff, seniority shall continue to accumulate for a period of time equal to twelve (12) months from the date of layoff.
- (b) Where the employee is receiving weekly benefits from Workers' Compensation or under the Long Term Disability plan for a period of twenty-four (24) calendar months.
- (c) When off work due to personal leave of absence, then seniority will continue to accumulate for the first six (6) calendar months of such leave.
- (d) When absent on vacation with pay, on paid leave or on a Paid Holiday.
- (e) When actually at work for the Employer, excluding shifts worked on speciality teams, for example Public Relations and Education teams.
- (f) When absent under the union leave provisions of this agreement for a period of time equal to six (6) months.
- (g) When absent on pregnancy or parental leave.

2. Part-Time Employees

- (a) When actually at work for the employer, excluding shifts worked on speciality teams, for example Public Relations and Education teams.
- (b) When absent due to illness or injury as verified by a medical certificate from a duly qualified medical practitioner for a period of time in excess of one (1) month to a maximum of twenty-four (24) months.
- (c) Where the employee is receiving weekly benefits from Workers' Compensation for a period of twenty-four (24) months.
- (d) When absent on pregnancy or parental leave.

- (e) When absent on an approved educational leave under Article 26.01.

The credited seniority for part-time employees when absent from work in accordance with b), c), d) and e) above, shall be calculated by determining the total number of hours the employee worked, by the Employer in the previous twelve (12) months prior to the first day of absence and then pro-rated for the period of absence.

12.04 Seniority shall terminate and an employee shall cease to be employed by the Employer when he:

- (a) Voluntarily quits his employment with the Employer.
- (b) Is discharged and is not reinstated through the grievance procedure or arbitration.
- (c) Fails to report for work within ten (10) working days after being notified by the Employer of recall.
- (d) 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.
- (e) Accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing.
- (f) Is absent from work for two (2) consecutive working days unless absent due to verified illness or unless such absence is approved by the Employer.
- (g) If not recalled from layoff within twelve (12) months of the date of layoff.
- (h) Retires.

Article 13 - Probation Period

13.01 An employee shall be a probationer until he/she has worked a total of one thousand and ninety-two (1092) hours. An extension of five hundred and forty-six (546) hours for probation may be deemed necessary with justification. The dismissal of a probationary employee, for failure to meet the requirements of the position, shall be at the Employer's discretion and is not subject to the grievance procedure.

Article 14 - Promotions And Staff Changes

14.01 Job Posting

When the employer undertakes to fill a full-time vacancy or a new continuous full-time position is created within the bargaining unit the Employer will post notice of the position for a period of ten (10) working days so that the present employees will know about the vacancy or position and no outside advertising shall be placed until the expiry of the 5th working day following the initial posting of the notice and provided that there are insufficient internal applicants.

14.02 In the case of promotions (other than promotions outside the bargaining unit) and demotions (other than disciplinary demotions) and in all cases of increase and decrease of forces the following factors shall be considered:

- (a) Seniority.
- (b) Ability and qualifications, and *Ambulance Act* specified qualifications.

Where in the opinion of the employer, the factors in (b) are relatively equal, factor (a) seniority shall govern.

14.03 Decertification or Deactivation of Skills

- (a) A PCP who is deactivated and/or decertified will be assigned to non-patient care duties for a maximum of a one (1) week period during which time such employee is expected to obtain reactivation. If the employee has not obtained reactivation and/or re-certification as a PCP within this one (1) week period, the employee will be suspended without pay for a maximum period of three (3) months during which time the employee must obtain reactivation and/or re-certification as a PCP. If the employee has not obtained this reactivation and/or re-certification, the employee will be terminated. If the employee is successful in obtaining reactivation and/or re-certification during the three (3) month period, he or she will return to active duty as a PCP.
- (b) It is understood that all references to Primary Care Paramedic certification is inclusive of any expanded scope of practice and/or auxiliary protocols that are required by the Employer as part of the standard scope of practice for all paramedics employed by the County.

14.04 If an employee accepts a new position while on an approved leave of absence under Articles 25 or 26 any benefits the employee may be entitled to as a result of the new position shall become effective the date the employee returns and commences the new position. Any waiting

periods a benefit may be subject to will also start the date the employee returns and commences the new position.

14.05 The parties agree to the following parameters for filling temporary assignments outside of the bargaining unit.

A temporary assignment outside of the bargaining unit is one that will be less than six (6) months in duration. Prior to appointing an employee in the temporary assignment, the Employer will request expressions of interest from all employees. The Employer will meet with the Union President and another Executive prior to the commencement of the temporary assignment to discuss specific details, including start and finish dates, and suitable candidate(s). The Employer will take into consideration the input of the union regarding the most suitable candidate; however, the final appointment is at the sole discretion of the Employer.

When an employee is assigned to a non-bargaining unit position, he or she shall continue to pay union dues to OPSEU and continue to be covered by the Collective Agreement for the entire term of the temporary assignment.

In no case shall Article 14.01 and 14.02 apply to a temporary vacancy outside of the bargaining unit.

On expiry of the temporary assignment, the employee shall return to their former position at the appropriate wage with no loss of entitlements to increments, all credits, benefits, seniority, etc. If the position is expected to exceed (6) months in duration, the Employer and Union will meet to discuss the reason(s) for the extended duration.

If the position an employee is temporarily assigned to has a higher wage rate than their current Paramedic position in the bargaining unit, the employee will receive the same premium as the Acting Superintendents while performing such duties.

Article 15 - Layoffs And Recalls

15.01 The Union and the Employer shall convene a Labour Management Committee meeting in order to discuss layoff(s) and recall(s), possible alternatives to the proposed layoff(s) or elimination of position(s) and this may include the retraining needs of workers.

15.02 Notice of Layoff

In the event of a proposed layoff of a permanent nature or elimination of a position within the Bargaining Unit:

- (a) The Employer shall endeavour to provide the Union with three (3) month's written notice of the proposed layoff or elimination of position(s).
- (b) Provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof at the employee's option.

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

15.03 **Short-Term Layoff**

For layoffs of less than thirteen (13) weeks, the Union and those employees affected will receive five (5) working days' notice and for layoffs greater than one (1) shift in duration, it is agreed:

- (a) That a laid off full-time employee may choose to accept the layoff or will have first access by seniority to any scheduled overtime and scheduled part-time work up to the normal weekly full-time hours of work or any other unscheduled hours that become available up to the normal weekly full-time hours of work. For benefit purposes during such layoff, the laid off employee will be defined as a part-time employee in accordance with clauses 23.03, 24.02 and 28.04.
- (b) The employee may choose to utilize his vacation or banked credits.

15.04 **Layoff**

- (a) In the event of a layoff or displacement of a full-time bargaining unit employee, supervisory and management employees shall cease to work the cars as part of a regularly scheduled crew.
- (b) An employee in receipt of notice of layoff pursuant to 15.02 may:
 - (i) accept the layoff; or
 - (ii) opt to retire, if eligible under the terms of the OMERS Pension Plan; or
 - (iii) displace another employee who has lesser bargaining unit seniority in the same or lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the qualifications to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) 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.

15.05

Recall

- (a) An employee shall be recalled from a layoff to an available opening, in order of seniority, provided he or she has the qualifications 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) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within twelve (12) months of being recalled.
- (c) 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.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by courier (with a copy to the Union), addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) 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.

- (f) In the event of a layoff of an employee, the Employer shall pay the insured benefits premiums to the end of the third month following the month of layoff.

15.06 **Training During Layoff**

Any mandatory training that occurs during the period of layoff will be provided to the laid off employee upon recall.

15.07 **Technological Change**

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any upon employees concerned.

Employees who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

Article 16 - Job Security

16.01 The Employer shall not contract out any work that is usually performed by members of the bargaining unit if as a result of such contracting out a layoff of any bargaining unit employee results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

16.02 The employer agrees that it will notify the Union of any proposals being considered to any services that are covered by this Collective Agreement that would involve a transfer or contracting out of work currently carried out by the Employer and employees covered by this Collective Agreement to another organization or contractor.

Article 17 – Severance

17.01 Employees shall be entitled to severance pay in accordance with the *Employment Standards Act*, as may be amended from time to time.

For the purpose of this article, those employees who transitioned to the County from either Woodstock Ambulance Limited or Tillsonburg District Memorial Hospital shall only have their service since August, 2000

recognized for the purposes of notice of termination, pay in lieu of notice and severance pay pursuant to the *Employment Standards Act*, as may be amended from time to time and the Collective Agreement.

Article 18 - New Classification

- 18.01 The parties agree that should the Employer intend to introduce any new classification(s) during the term of this Collective Agreement, the Employer will assign a wage rate for the classification(s). The Negotiation Committee shall then reconvene to negotiate the wage rate and to discuss training and implementation. Should the parties fail to reach agreement regarding compensation, that matter shall be referred to consensual mediation/arbitration in accordance with Article 10. The arbitrator has the authority to award a rate for the classification retroactive to the date upon which the classification was filled.

Article 19 - Hours Of Work And Wages

- 19.01 (a) The Employer does not guarantee to provide work for any employee for the regularly scheduled hours or for any other hours. Further, it is understood and agreed between the parties that the present standard hours of work will be an average of forty (40) or forty-two (42) hours per week.
- (b) The Employer shall provide eight (8) consecutive hours off between shifts. Where the Employer fails to provide eight (8) consecutive hours off between shifts, excluding call-backs, the employee shall be paid one and one-half (1½) times for the next shift.

If an employee voluntarily accepts an assignment for paid duty or a training session that starts or ends within eight (8) hours of a regularly scheduled shift and the employee has the option of refusing the paid duty or training session, the employee will be paid at straight time for all hours regularly scheduled and all hours attended at the paid duty or training session.

If the paid duty or training time is mandatory with no other options available the provisions of the first paragraph of Article 19.01 (b) above, will apply.

- (c) Days off shall be consecutive.

19.02 Overtime and Emergency Call Ins

Where an employee works a shift over-run in excess of their normal regularly scheduled daily hours or open shift hours, they shall be paid for the work in excess at the rate of one and one-half (1½) times their regular hourly rate.

Where an employee is not granted the overtime requested, they will be notified by email stating the reason for the denial.

When an open shift cannot be filled in accordance with the provisions of Article 19.10, full-time employees who have not submitted availability and are subsequently called in to work an open shift within twenty-four (24) hours of the shift start shall receive one and one-half (1½) times their regular hourly rate for the period worked.

Anytime shift coverage is required immediately or within two hours of shift start, it will be considered an emergency call in. Emergency call ins are assigned by the on duty superintendent or designate based on operational demands and are not assigned by equal distribution amongst employees.

Overtime and paid holiday pay earned during a pay period will be paid on the regularly scheduled pay date following such pay period or banked at the employee's option (option provided to the Employer January 1st each year and may be changed each calendar quarter thereafter). For banked hours the employee may take time in lieu prior to December 31st of each calendar year with prior approval of the Employer. Banked time may be paid out at the end of each calendar quarter at the request of the employee with two (2) weeks notice in writing to the Employer. Time not taken will be paid out on the first pay of the following calendar year.

19.03 **Partial Shift Coverage**

When a regularly scheduled shift becomes vacant after the commencement of the shift and the backfilling of the balance of the shift is required, the following procedure will be utilized.

Partial shifts are assigned by the on duty superintendent or designate and will not be filled on a rotational or seniority basis. The compensation for a partial shift will be at time and one half (1½) the regular hourly rate of pay if less than two-thirds ($\frac{2}{3}$) of the total scheduled shift hours remain when the employee reports for work. Where more than two-thirds ($\frac{2}{3}$) of the total scheduled hours of the shift remain when the employee reports for work they shall be paid at the regular hourly rate of pay for the total scheduled shift hours.

19.04 **Shift Schedules**

Shift schedules will be posted three (3) weeks prior to February 1st, June 1st and October 1st for the subsequent four month period. Changes in the Master Schedule may be made within the two (2) weeks if mutually agreed upon by the Union and Employer.

19.05 **Shift Changes**

It is agreed by the parties that shift change by the Employer or by the employee(s) is allowable only provided forty-eight (48) hours written notice is given to the party(ies) affected in advance of the originally scheduled

shift starting time(s). In situations where the forty-eight (48) hour notice period can not be provided the request for change must be reasonable and must not adversely affect the operations so as to impair the ambulance service.

The actual arrangement for any shift change is the responsibility of the party requesting the change; however, employees must first have approval of the Deputy Chief of Logistics and Standards or designate, and such approval shall not be unnecessarily withheld.

Shift changes not contained within the pay period will not be at the expense of the Employer.

Shift changes shall not cause the employee to work back to back shifts.

There shall be no split shifts other than specifically provided in the Collective Agreement.

There shall be no pyramiding of benefits arising from the hours of work.

19.06

Wage Rates

Refer to Appendix "B".

19.07

Meal Allowance

- (a) Each regular full-time employee shall receive a meal allowance of three hundred dollars (\$300.00) per year payable seventy-five dollars (\$75.00) each quarter.
- (b) A part-time employee shall receive a meal allowance on a pro-rated basis according to their work scheduled to a maximum of three hundred dollars (\$300.00) per year payable quarterly.
- (c) For new hires, their first quarterly payment will be pro-rated from their date of hire to the end of that quarter.
- (d) The parties agree that in accordance with the *Employment Standards Act*, as may be amended from time to time, the Employer shall provide an eating period. Due to the nature of the employment such eating period may be interrupted or missed.

19.08

Full-time (Open Shift) and Part-time Shift Availability

- (a) A full-time employee who wishes to voluntarily hold themselves available to work open shifts as defined by Article 19.09 (Definition and Compensation of an Open Shift) shall submit availability in a manner prescribed by the Employer a minimum of six (6) weeks prior to January 1st, May 1st and September 1st for the subsequent

four (4) month period. A full-time employee who submits availability may be assigned open shifts they have indicated they are able to work.

After the posting of the four (4) month schedule a full-time employee shall be offered the shift prior to its assignment.

Once a shift has been assigned the employee must work the assigned shift unless they have an approved shift change under Article 19.05 (Shift Changes).

A full-time employee can adjust their availability as required after the schedule is posted but cannot adjust their availability for an open shift that has been accepted or assigned.

Where a full-time employee submits availability six (6) weeks prior to the schedule being posted and is assigned an open shift but is subsequently unable to work the assigned open shift for any reason that they would normally be entitled to receive a benefit under this Collective Agreement for their regularly scheduled shifts, they shall receive the benefit for the vacated open shift.

- (b) A part-time employee shall submit their availability in a manner prescribed by the Employer a minimum of six (6) weeks prior to February 1st, June 1st and October 1st for the subsequent four (4) month period.

All part-time employees must commit and maintain a minimum availability for each calendar month of eight (8) days where two (2) days must be on the weekend in order to remain employed.

All part-time employees must work a minimum of 900 hours annually for the twelve (12) month period from February 1st to January 31st in order to remain employed. For employees commencing part-time employment mid-year or who have had a period of an approved leave of absence shall be required to work a pro-rated number of part-time hours.

Notwithstanding the above, should the employee fail to meet the requirements due to unforeseen circumstances such as illness, injury, or the employer is unable to offer sufficient hours to the employee, consideration will be given on a case by case basis.

For the purposes of part-time availability a day shall be defined as a consecutive twenty-five (25) hour period commencing from 0600 hours to 0700 hours the following calendar day. A weekend shall be defined as the 61 hour period from 1800 hours on Friday to 0700 hours on Monday. A day cannot contravene Clause 19.01(b).

Part-time employees may submit half day availability from 0600 to 1900 hours or 1800 to 0700 hours. Any half day availability provided shall be credited as a half day.

Part-time employees must work their assigned shift that they have indicated they are available to work unless they have an approved shift change under Article 19.05. Failure to do so may result in termination of employment.

19.09 **Definition and Compensation of Open Shift**

- (a) Full-time employees shall be scheduled their regular shifts. Part-time employees shall be offered up to forty-eight (48) hours per pay period. Any shift available after full-time have been scheduled, and part-time have been offered up to forty-eight (48) hours per pay period shall be considered an Open Shift. Open shifts shall be compensated at the regular hourly rate of pay.
- (b) An Open Shift shall be defined as any unfilled opening that occurs on the master schedule for any reason, including but not limited to vacation requests submitted with less than four (4) weeks notice, special events staffing, leaves of absence, illness, short-term disability, long-term disability, WSIB, pregnancy or parental leave. Speciality teams (for example Public Relations and Education) scheduling will not be considered Open Shifts.
- (c) Special Events: All special events shifts will be scheduled for a minimum of six (6) hours to a maximum of twelve (12) hours at the employee' regular hourly rate of pay.

19.10 **Distribution of Shifts**

- (a) Where an Open Shift becomes available, the shift will be filled in accordance with the following procedure:
 - 1) The shift will be offered to full-time employees that have submitted availability for the open shift on a rotational basis. If the shift is offered and accepted, the full-time employee will work the assigned shift.
 - 2) If the full-time employee refuses the offer or cannot be reached, the next full-time employee that has submitted availability will be offered the open shift until it is accepted or the list of full-time available employees has been exhausted.
 - 3) When all available full-time employees have been offered and refused, or could not be reached, part-time employees

will be offered the open shift on a rotational basis in accordance with their submitted availability in the same manner as for full-time employees. Where the shift start is greater than thirty-six (36) hours away part-time employees will be auto-assigned the shift based on their availability and notified of the shift assignment.

- 4) This procedure will be followed for each open shift that becomes available.
 - 5) The rotational basis utilized will be the call-in list established by the current scheduling software utilizing the last timestamp method.
- (b) Any vacation requested by an employee greater than four (4) weeks from the first date of commencement of the vacation period requested will be offered to full-time employees first in accordance with (a) above and then to part-time employees.
 - (c) Where a shift or shifts become open that were previously filled by a regular full-time employee by virtue of illness or leave of absence, and it is expected that the employee will be absent for a period exceeding six (6) weeks, the first six (6) weeks of absence shall be considered Open Shifts and filled in accordance with this Article. After six (6) weeks, the Employer may fill the shift with the most senior part-time applicant based on current seniority. Such appointment will not infer full-time employment or benefits except as provided for under clauses 23.03, 24.02, and 28.04 for the assigned part-time employee. The appointment will cease at the end of the defined term or upon the regular full-time employee's return to work, whichever comes first.
 - (d) Employees will provide the Employer with one (1) primary contact phone numbers for the purposes of being contacted for Open Shifts.

19.11

Scheduling for Time Off Request

- (a) Time off requests will be submitted at least six (6) weeks prior to February 1st, June 1st, and October 1st and will be scheduled on the Master Schedule.
- (b) Time off requests submitted after the Master schedule is posted and greater than two (2) weeks in advance of the first shift being requested off will be scheduled within three (3) business days of the request being received subject to available coverage.

- (c) Time off requests submitted with less than two (2) weeks' notice shall be filled at the employer's discretion. Such requests shall not be unreasonably withheld subject to available coverage.
- (d) Time off requests will not be granted with less than forty-eight (48) hours' notice unless the employee provides a written reason that exceptional circumstances exist.

Article 20 - Job Share (effective January 1, 2018)

- 20.01 For the purpose of this agreement, a job share, shall be defined as the sharing of hours and the responsibilities for that of a normal full-time schedule between two (2) existing employees, one (1) full-time employee and one (1) part-time employee, in the same classification.
- 20.02 A full-time employee may make written application to the Employer for a job share on or before December 1st, April 1st and August 1st with the job share to commence for the subsequent Master Schedule. It is agreed that there shall be no more than four (4) job share arrangements in effect at any one time. Where there are more than four (4) applications for a job share, the job share arrangements will be granted based on seniority. The other half of the job share will be posted in accordance with Article 14 and filled with the most senior part-time applicant.
- 20.03 For the duration of the job share, both parties shall be considered part-time employees and shall be subject to the applicable provisions of the Collective Agreement, unless otherwise amended by this article.
- 20.04 Both employees in a job share will prepare and agree upon a four (4) week rotation schedule with an equitable distribution of hours equivalent to that of one (1) full-time distribution of hours. The employees will submit their proposed schedules to the Superintendent/Deputy Chief of Logistics and Standards or designate for approval a minimum of six (6) weeks prior to the commencement of the job share. It is expected that the parties of the job share arrangement will cover each other's planned absences. All such changes must be forwarded to the Superintendent/Deputy Chief of Logistics and Standards.
- 20.05 In the event that the former full-time person is promoted or ceases employment, the part-time employee shall revert to his/her part-time position and the employer may choose to post the vacancy as per Article 14.
- 20.06 It is understood and agreed that the full-time or part-time employee may discontinue the job share on or before December 1st, April 1st and August 1st with the status change to commence for the subsequent Master Schedule. Should the full-time employee request to discontinue the job

share, they shall revert to his/her full-time position. The remaining party will consequently return to his/her normal employment status.

Should the part-time employee request to discontinue the job share arrangement, the former full-time employee may choose to revert back to their previous full-time position, or request that the remaining half of the job share be re-posted and filled with the most senior part-time applicant. Should there be no part-time applicant, the job share will discontinue and the full-time employee will revert back to their previous position.

- 20.07 The job share between the two (2) employees will remain so long as the Operational needs of the Employer are being met.
- 20.08 The full-time employee in the job share will be provided the opportunity to bid in any base bidding that may occur during the job share in accordance with the terms of the Collective Agreement.
- 20.09 The employees in the job share will be eligible for additional Open Shifts in accordance with the part-time provisions of the Collective Agreement.
- 20.10 It is the responsibility of each party involved in the job share to communicate all pertinent information to each other and to keep informed of current work place communications, directives and activities.
- 20.11 A full-time employee may only apply for a change in status under Article 20 or 21, once every three (3) years.
- 20.12 If the former full-time employee returns to full-time status, his or her seniority date shall be adjusted to reflect the time spent as a part-time employee in a Job Share.

Article 21 – Full-time Employees Transferring to Part-Time Status

- 21.01 Written application to the Employer for a change in status to part-time will be considered on or before December 1st, April 1st and August 1st of each year with the status change to commence for the subsequent Master Schedule.
- 21.02 An employee whose status changes to part-time shall have their full-time seniority converted at the time of transfer to the part-time hourly method of calculating seniority whereby one year of service is equivalent to 2184 hours or a proration thereof.
- 21.03 A full-time employee who changes status to part-time is subject to the applicable clauses of the Collective Agreement as they apply to all part-time employees.

- 21.04 A full-time employee who changes status to part-time may only return to full-time status if there is a full-time vacancy posted and, they possess the qualifications to fill the posting and, is the senior most part-time employee applying for the vacancy.
- 21.05 A full-time employee may not apply for a change in status to part-time while receiving WSIB, Long Term Disability, Short Term Disability Benefits, while on a modified work program, or on an approved leave of absence under the Collective Agreement.
- 21.06 A full-time employee may only apply for a change in status under Article 20 or 21, once every three (3) years.
- 21.07 The resulting full-time vacancy will be posted in accordance with 14.01.

Article 22 - Shift Premium

- 22.01 Effective January 1, 2021, an employee shall receive a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked between 5:00 p.m. and 7:00 a.m.
- 22.02 Notwithstanding 22.01 above, where more than fifty percent (50%) of the hours worked fall within 7:00 a.m. and 5:00 p.m., employees will not be entitled to a shift premium for hours worked under 22.01 above.
- 22.03 Shift premiums shall not be considered as part of an employee's basic hourly rate.

Article 23 - Paid Holidays

- 23.01 The following are recognized as Paid Holidays:

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

Canada Day, Victoria Day and Remembrance Day will be recognized in accordance with the Federal Holidays Act.

- 23.02 In order to qualify for pay for a holiday, a paramedic shall complete his or her regular scheduled shift on each of their scheduled working days immediately preceding and following the holiday concerned unless excused by the employer or the paramedic was absent due to:

- (a) Vacation granted by the employer.
- (b) Sickness, providing a dated medical certificate from the attending physician is presented to support the absence.
- (c) Or while on an approved leave of absence.

A paramedic entitled to holiday pay hereunder shall not receive sick pay to which he or she has been entitled unless he or she was scheduled to work that day. The employee may not be collecting any other monies for this day as provided through any benefits paid by the Employer on behalf of the employee.

23.03 A full-time employee who does not work on a designated holiday is entitled to holiday pay at the employee's basic hourly rate of eight (8), ten (10) or twelve (12) hours, based on their regular scheduled shift. For part-time employees who do not work on a designated holiday, paid holiday time will be calculated and paid out in accordance with the *Employment Standards Act*, as may be amended from time to time.

23.04 Where an employee works on a holiday included under this Article, the employee shall be paid at the rate of two (2) times the employee's basic hourly rate for all hours worked. In addition, a full-time employee who works on a holiday shall receive either eight (8), ten (10) or twelve (12) hours paid holiday pay based on hours worked on the holiday.

23.05 An employee may choose to take his/her December 25th and/or December 26th stat lieu time in the month of December. Should the employee utilize the Stat Lieu Time and subsequently not qualify for said Stat Lieu Time, the employee shall be required to reimburse the Employer on his/her first pay period following the December Stat holidays as noted above.

Article 24 - Vacations

24.01 Where applicable, employees will receive earned vacation pay in accordance with credited full-time continuous service with the Employer, including full-time service with the predecessor employers, Woodstock Ambulance Limited and Tillsonburg District Memorial Hospital, as of the anniversary of an employee's date of hire as follows:

Credit Service of:

- less than one (1) year of service as of December 31st in any calendar year with the Employer will receive one point two five (1.25) working days' vacation for each month of employment. Based on an eight (8) hour day.
- more than one (1) full year = three (3) weeks of pay
- more than six (6) full years = four (4) weeks of pay
- more than twelve (12) full years = five (5) weeks of pay

- More than twenty (20) full years = six (6) weeks of pay

Note: One (1) week of pay is equivalent to the average master scheduled work week. i.e. one (1) week = 40 hours
 one (1) week = 42 hours

24.02 For part-time employees, vacation time will be calculated in accordance with the *Employment Standards Act*, as may be amended from time to time and paid out on each pay period.

24.03 Vacation entitlement will be based on service on the employee's anniversary date and will be credited to the employee on January 1st of that year. Part-time employees transferring into a full-time position will have their vacation entitlement calculated based on their new calculated seniority date as a full-time employee.

Employees must submit their vacation requests to the Employer a minimum of six (6) weeks prior to February 1st, June 1st and October 1st for the subsequent four (4) month period. All requests received after the above-mentioned deadlines, shall be in writing at least two (2) weeks prior to the first day requested and will only be granted based on operational needs and if coverage can be arranged and shall be handled on a first come, first served basis. Minimum operational needs is defined as two (2) available part-time employees per shift. With the approval of the Chief, up to sixty (60) hours of vacation time may be carried over to the following year.

24.04 Not more than once in every three (3) years an employee may request a leave of absence extension to his regular vacation and not more than one (1) employee may be off at any one time. The Employer will require a written request at least three (3) months in advance of any leave and seniority of the employee will be considered if one or more employees apply for leave at the same time.

24.05 Where an accident or illness occurs prior to a scheduled vacation, the period of vacation can be rescheduled and the period of the illness shall be considered sick leave, provided the employee produces a certificate from a qualified medical practitioner dated for the period of the illness.

24.06 (a) An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate amount of salary or wages in lieu of such vacation. If the employee has taken more vacation time than the employee has earned, the overpayment will be deducted from the employee's final pay.

(b) Any regular full-time employee who is absent from work for more than seventeen (17) weeks while on WSIB or for more than eight

(8) weeks while on an approved leave of absence shall have his vacation time and pay proportionately adjusted to reflect same.

Article 25 - Pregnancy and Parental Leave

- 25.01 All employees who qualify in accordance with the *Employment Standards Act*, as may be amended from time to time, will be eligible for pregnancy and parental leave. Where the provisions of this Article conflict with the *Employment Standards Act*, as may be amended from time to time, the provisions of the *Employment Standards Act* shall prevail.
- 25.02 Pregnancy leave enables pregnant women to take seventeen (17) weeks of unpaid leave from work. They may choose to take less time or, in special cases, the leave may be longer.
- 25.03 Parental leave enables parents up to sixty-one (61) weeks of unpaid leave from work if pregnancy leave was taken (sixty-three (63) weeks if pregnancy leave was not taken). This leave must start no later than fifty-two (52) weeks after the baby is born or the child first comes into their custody, care or control. Both parents are entitled to this leave. Parental leave is not part of pregnancy leave and must be taken all at once.
- 25.04 A birth mother can take both pregnancy leave and parental leave for a total of seventy-eight (78) weeks off work.
- 25.05 The Employer shall grant leave of absence without pay to a pregnant employee who has been employed for a minimum of thirteen (13) weeks prior to the employee's date of delivery. If the baby is born earlier, the employee is still eligible for pregnancy leave because his/her date of delivery was at least thirteen (13) weeks after she started his/her job.
- 25.06 Pregnancy leave can be taken at any time during the seventeen (17) weeks before the baby is born. The leave starts at a time determined by the employee. Pregnancy leave must be taken all at the same time.
- 25.07 An employee must give two (2) weeks' notice in writing together with a medical certificate estimating date of delivery when requesting a pregnancy leave of absence. The notice should also include the estimated date when the employee intends to return to work. If no date is given, then the Employer will assume that the employee intends to take the full seventeen (17) weeks. Where the employee decides to change his/her plans, he/she must give the Employer at least four (4) weeks' notice before the change is to happen.
- 25.08 In cases where the baby is born earlier than the estimated date of delivery, the employee is expected within a two (2) week period following birth, to provide the Employer with a letter from her doctor saying when

the baby was due and when it was born written notice confirming the date her pregnancy leave began.

25.09 An employee must give two (2) weeks' notice in writing stating the date when he/she plans to start a parental leave. The employee may also include the date when he/she plans to return to work. Where the employee decides to change his/her plans, he/she must give the Employer at least four (4) weeks' notice before the change is to happen.

25.10 On confirmation by the Employment Insurance Commission (EIC) of the appropriateness of this Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy or parental leave as provided under this Article who is in receipt of Employment Insurance (EI) benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental benefit. That benefit will be the equivalent to the difference between 75% of his/her regular weekly earnings and the sum of his/her weekly employment insurance benefit and other earnings for a maximum period of seventeen (17) weeks while the employee is in receipt of Employment Insurance benefits which includes the waiting period while waiting to receive Employment Insurance benefits. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal working hours.

- In order to be eligible for the top-up under this Article 25.10, the employee must provide the employer with proof that he/she is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act* (Canada) and the amount of the EI benefit he/she is receiving.
- In no event will the top-up exceed the difference between 75% of the employee's actual weekly rate of pay that he/she was receiving on the last day worked prior to the start of the leave and the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

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

Article 26 - Leave Of Absence

26.01 Personal Leave

The Employer may grant leave of absence without pay to an employee for personal reasons, including educational leave, for up to one (1) year and

any person who is absent with such written permission shall continue to accumulate his seniority for up to six (6) months and retain benefits paid by the Employer for three (3) months and benefits may be continued longer subject to approval by the insurance carrier and paid by the employee. Such requests shall not be unreasonably denied. It is understood that a request for a leave of absence for the purpose of working for a different employer shall not constitute legitimate personal reasons under this provision.

26.02

Bereavement Leave

When a death occurs in the family of a regular full-time employee, he shall be granted a paid leave of absence at his regular rate of pay at the time of the death. The leave must be taken at the time of death for the purposes of arranging for, attending the funeral of, and mourning thereafter of a deceased relative according to the following schedule:

- (a) In the event of a death of an employee's spouse or child, the employee shall receive five (5) consecutive paid days leave of absence.
- (b) In the event of the death of an immediate family member (mother, father, mother-in-law, father-in-law, brother or sister), the employee shall receive four (4) consecutive paid days leave of absence or;
- (c) In the event of the death of a secondary family member (grandparents and grandparents-in-law, grandchildren, brother-in-law or sister-in-law, nieces or nephews), the employee shall receive three (3) consecutive paid days leave of absence or;
- (d) In the event of the death of an aunt, uncle, or first cousin, an employee shall receive one (1) day paid leave of absence for the purposes of attending the funeral if they are scheduled on a regular shift to work the day of the funeral or;
- (e) In the event of the death of a fellow employee, scheduled on duty employees shall be given paid time off to attend the funeral providing coverage can be arranged.
- (f) If the interment should occur at a date later than the funeral, one (1) day from (a, b, c, d, e) shall be held in reserve for the purposes of attending the interment.

For the purposes of clarification of the above paragraphs, a spouse shall be defined as the person with whom the employee currently cohabits with and an in-law shall be defined as a "blood" relative of the current spouse and shall include same sex relationships. The Employer may require the employee to offer documentation of the death of a relative to support a claim for paid leave under this paragraph. In no instance can the claim for

paid leave be deferred to a point in time other than immediately coinciding with the time of death.

26.03

Jury/Witness Duty

- (a) Each employee who is summoned and reports for jury duty during his regular working hours shall be paid by the employee's regular straight time hourly rate of pay. In order to be entitled to such pay from the Employer, an employee must give notice of selection for jury duty.

Each employee who is required to appear in Court during his regular working hours or during his scheduled time off as a result of a service-related incident which occurred during the course of his work or at a Coroner's Inquest, shall:

- (i) notify the Employer on the day the subpoena is received and
- (ii) shall receive his regular hourly rate of pay for his scheduled shift or pay at time and one –half the employee's regular rate of pay for each hour in court, with a minimum of three (3) hours at one and one-half (1½) times, whichever is applicable.

The Employer shall arrange appropriate shift changes from night shifts adjacent to an employee's scheduled court/inquest appearances without loss of pay.

- (b) An employee who is required by law to attend court as a juror or witness, in a matter in which he does not have an interest, will receive the difference between attendance fees (not including travel and meal allowances) and his normal earnings during such time as he is required to be absent from employment, by virtue of such attendance. The employee shall provide the Employer with a copy upon receipt of such notice.
- (c) An employee who attends court in matters in which such employee has an interest shall, on giving reasonable notice under the circumstances, be granted leave for such attendance. Such leave shall be without pay, but without loss of benefits or seniority.
- (d) An Employee who is jailed pending a court appearance shall be entitled to a leave of absence, without pay, during such period unless discharged by the Employer. Such leave shall be without loss of benefits to the end of the third month following the first day of absence.

- (e) Employees who, while on annual vacation, are required by law to attend court as a result of services performed in the execution of their duties on behalf of the Employer shall receive the difference between monies receivable from the witness fees (which fees shall not include travel and meal allowances) and their normal earnings for such vacation time, as is required by virtue of such attendance. In lieu of such payment, the employee shall be granted time off, with pay, equal to the vacation time for the court attendance. Subject to scheduling, such time off may be immediately following the annual vacation.

26.04

Union Leave

- (a) Up to one (1) employee from any one (1) shift and up to two (2) employees at any one time may be granted leave of absence without pay to attend Union meetings, provided that at least seven (7) days' notice is given by the Union to a Superintendent or his designate prior to the absence.
- (b) Upon request by the Union, confirmed in writing and provided that seven (7) days written notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board Members and Executive Officers of the Union, for the purpose of conducting the internal business affairs of the Union. Only one (1) member of the bargaining unit shall be granted leave and such leave will be to a maximum of twenty-five (25) scheduled shifts per year.
- (c) 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.
- (d) 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, that being a maximum two (2) year term. Only one (1) bargaining unit member shall be granted such leave in any two (2) year term.
- (e) On completion of the employee's two (2) year term of office, the President or First Vice-President will have the opportunity to return to their previous employment and service shall be deemed to be continuous for all purposes.
- (f) 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 the Pension Fund and make the Employer's contribution to any prevailing statutory financial obligations, health or other plans applicable to the elected employee during the leave of absence.

- (g) All requests for leave of absence permitted in these sections shall be sent to the Employer in writing upon ten (10) working days of being elected to office. It is understood that leaves requested by the Union may be withheld if such leave interferes with the operational requirements of the Employer.

26.05 Leave Due to Workplace Infectious Disease Exposures

In the event a paramedic is exposed to an infectious disease of public health importance during the course of their work, and it has been deemed by the medical officer of health, or designate that the employee should not be at work, the employee will be placed on a leave of absence with pay for any time lost.

- 26.06 Employees shall be entitled to all *Employment Standards Act* Leaves of Absence as defined in the ESA, as may be amended from time to time.

Article 27 – Sick Time, Short Term Income Protection Plan and Long Term Disability (effective January 1, 2018)

- 27.01 The Employer agrees to provide Sick Time, Short Term Income Protection and Long Term Disability Insurance in accordance with the following terms and conditions:

27.02 **Sick Time**

Each permanent, full-time employee who has completed their probationary period shall be entitled to 96 paid sick hours per calendar year to be used for non-occupational incidental illness or injury or as a bridge to short term income protection benefits. The 96 hours will be pro-rated for the first year of full-time status. This benefit is to be applied to periods of disability of three (3) consecutive working days or less. Any unused sick days will not be carried over from one year to the next.

On a maximum of three (3) occasions, an employee may draw from their paid sick time to be used for other reasons outlined in the Family Responsibility Leave provisions of the *Employment Standards Act*, as may be amended from time to time.

It is understood that employees are entitled to a total of three (3) unpaid sick leave days and three (3) unpaid family responsibility leave days under the *Employment Standards Act*, as may be amended from time to time, which includes any entitlement to paid days under this article.

Short Term Income Protection Plan

- (a) On the fourth (4th) day of consecutive absence due to non-occupational illness or injury, or on the first (1st) day of absence due to hospitalization, the Plan provides that all full-time employees who have completed their probationary period and are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the following schedule if acceptable medical documentation is provided in accordance with (d) below.

For the purposes of this article, hospitalization is defined as:

- Admission to a hospital for in-patient services (does not include emergency room visits)
- Admission to a hospital or clinic for a day-surgical procedure or invasive investigative procedure requiring general or conscious sedation

In all cases, hospitalization must be confirmed by a medical certificate in order for short term income protection benefits to be paid from the first (1st) day of absence.

Length of Service	Insured Weeks Full Salary	66 2/3 Salary
After completion of probationary period but less than 1 year	1	16
1 year but less than 2 years	3	14
2 years but less than 3 years	4	13
3 years but less than 4 years	5	12
4 years but less than 5 years	6	11
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
After 9 years	17	0

- (b) If an employee has exhausted their annual 96 sick hours, they may use vacation or banked lieu time to maintain their income during the three (3) day waiting period until they are eligible for short term income protection benefits.

- (c) The maximum short term income protection available in any calendar year, regardless of the number of separate incidents of absence, shall be seventeen (17) weeks. In the event an employee is in receipt of short term income protection at the end of a calendar year, short term income protection will be carried over. The seventeen (17) weeks of benefit will be re-instated once the employee has worked ten (10) consecutive shifts of regular duty in the new calendar year.
- (d) Employees who are absent on account of non-occupational illness or injuries must report to the Superintendent at least two (2) hours in advance of the start of the shift. Where the absence is in excess of three (3) consecutive working days the employee, at the discretion of the Employer, shall not be entitled to short term income protection or an unpaid medical leave in the case of part-time employees, unless a medical Certificate from a qualified medical practitioner is produced to the Superintendent or Employee Health Coordinator, which is dated for the period of the absence. The cost of obtaining the Certificate is the employee's responsibility. The Certificate shall include:
 - i) the expected Return to Work date or duration of absence;
 - ii) recommended restrictions and duration;
 - iii) prognosis to resume the essential duties of their job.

When absent due to sickness for more than three (3) days an employee must notify the Superintendent or designate at least twenty-four (24) hours prior to such employee returning to his next scheduled shift.

Short term income continuance for prolonged absence for full-time employees is contingent upon the employee, the Employer and the Union cooperating fully in the development and progress of the employee's return to work program.

- (e) Where an employee has been granted pregnancy leave, parental or any other leave of absence without pay, the short term income protection shall not apply during the period of leave of absence except as provided under the *Ontario Employment Standards Act*, as may be amended from time to time.
- (f) When an employee is covered under the short-term income protection plan all benefits shall be continuous and, where applicable, deducted in the usual manner so that the employee will retain all benefits.

- (g) The short term income protection plan cannot be substituted while an employee is on an approved vacation, leave of absence, or during paid holiday.
- (h) When an employee is pregnant and unable to perform her regular duties, as verified by a medical certificate from a duly qualified medical practitioner, she shall be accommodated. If a full-time employee is unable to perform any duties, with supported medical evidence from a duly qualified medical practitioner, she shall qualify for short term sick leave benefits until she commences her pregnancy/parental leave.
- (i) Special events staffing outlined in article 19.09, do not qualify for sick time or short term income protection.

27.04

Long Term Disability Insurance

The Employer shall pay 100% of the cost of the premiums for long term disability insurance.

- (a) After three (3) months of continuous employment, all full-time employees who have completed their probationary period are eligible to enrol in this benefit. After a qualifying period of 119 calendar days of continuous disability, the employee will be eligible for Long Term Disability payments in the amount of 75% of their monthly earnings rounded to the nearest dollar on date of disability to a maximum of \$6,000.00 per month subject to the contractual terms and eligibility requirements as stipulated in the insurance company's master contract.
- (b) The insurance coverage outlined above is described in detail in a booklet prepared by the County of Oxford's Insurance Company and is available to each employee. The Employer reserves the right to change carriers on the insurance without notification to the Union provided the insurance maintains equal or better coverage.
- (c) An employee who is receiving payment under the long term disability plan shall not accrue vacation.
- (d) If an employee is on long term disability his status of employment with the Employer shall be reviewed by the Employer and Union after twenty-four (24) months from the last day worked.

27.06

Part-time employees refer to Clause 28.04.

27.06

Where the Employer requires a medical certificate from a qualified medical practitioner (with the exception of Clause 27.03(d)), the Employer shall reimburse the Employee for the full cost of the certificate.

Article 28 - Health Benefits

- 28.01 The Employer shall pay 100% of the cost of premiums of health benefits. The benefit entitlements are referenced in the GreenShield and SunLife Benefit Booklets and form a part hereof as Schedule "B." Such booklets are available to all regular full-time employees.
- 28.02 Benefits are detailed in a booklet issued to each participating employee. The Employer has the flexibility to change carrier without the authorization of the bargaining unit as long as the benefits stay equal or become better.
- 28.03 (a) Health premiums will be continued for the duration of twenty-four (24) months for employees while on short-term, long-term or Worker's Safety Insurance benefits from the last day worked.
- (b) Health premiums will be continued to the end of the month in which an employee reaches the age of 65.
- 28.04 (a) Part-time employees will receive an amount equal to 14% of their regular hourly rate for each hour of work performed in lieu of the following fringe benefits: OHIP; Extended Health Care, including drug card, vision care, semi-private hospital; Group Life Insurances and AD&D; OMERS; Sick Time, Short-Term Income Protection Plan; Long Term Disability; and Dental Plan.
- (b) When a part-time employee meets the eligibility criteria as outlined in 29.01 and elects to join OMERS, the in lieu percentage payment will be offset by the OMERS tier one percentage rate.

Article 29 - Pensions

- 29.01 In addition to the Canada Pension Plan, all eligible employees at the time of hiring shall join the Ontario Municipal Employees Retirement System on date of hire. The Employer and the Employee shall make contributions in accordance with the provisions of the plan. The OMERS pension booklet provides information regarding full-time and part-time eligibility to join.

As defined by OMERS. "Other than Continuous Full-time Employees" are eligible, on a voluntary basis, to join the plan if during each of the two (2) immediately preceding calendar years they have worked at least 700 hours, or earned at least 35% of the Year's Maximum Pensionable Earnings (YMPE) as defined under the Canadian Pension Plan. It should be noted; however, that once an employee joins OMERS the employee cannot opt out at a later date or if there is an employment status change, for example a change in status from full-time to part-time.

The Employer will deduct CPP contributions from pensionable earnings paid to an employee who is 65-70 years of age unless the employee has

filed an election with the Employer to stop paying CPP contributions (the election will take effect on the first day of the month following the month the employee has provided a completed and signed election form).

Article 30 - Health and Safety

- 30.01 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.
- 30.02 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 30.03 The obligation contained herein does not apply to the provision of safety shoes or boots or the provision of clothing. The provision of these items shall be in accordance with Article 32.
- 30.04 The Employer and Union recognize their responsibility under the *Occupational Health and Safety Act* to maintain a Joint Health and Safety Committee. The Union agrees to provide, and the Employer agrees to accept, two (2) representatives to represent workers for the Committee. The Employer will appoint a maximum of two (2) management representatives to represent the Employer. The Committee shall function in accordance with Terms of Reference agreed to by the parties and as may be amended by mutual agreement of the parties from time to time.
- 30.05 The Employer agrees to offer suitable and available full-time and part-time work to employees able to return to work as governed by legislation.
- 30.06 One (1) member of the bargaining unit and one (1) member of management to be certified in accordance with the *Occupational Health and Safety Act*.

Article 31 – Workers' Compensation

- 31.01 An employee absent due to occupational illness or injury and who is in receipt of worker's safety insurance benefits may request the Employer to make up the difference between the amount of worker's safety insurance benefits paid and his/her salary. The Employer shall make up the difference in salary, if any, through an equivalent deduction from his/her short term income protection plan entitlement to a maximum of 17 weeks.

Article 32 - Uniforms

- 32.01 The Employer will provide at no cost to employees, an initial uniform specified by the Employer, consisting of the following:

- (a) Regular Full-Time Employees
 - six (6) shirts
 - six (6) t-shirts
 - six (6) pair pants
 - one (1) 3-in-1 all season coat
 - one (1) pair winter gloves
 - one (1) summer hat
 - one (1) winter toque
 - one (1) balaclava
 - one (1) pair boots – as needed and approved by Superintendent or designate

- (b) Part-time Employees
 - four (4) shirts
 - four (4) t-shirts
 - four (4) pair pants
 - one (1) 3-in-1 all season coat
 - one (1) pair winter gloves
 - one (1) summer hat
 - one (1) winter toque
 - one (1) balaclava
 - one (1) pair of boots – as needed and as approved by Superintendent or designate

- 32.02
- (a) Uniform will be topped to full-time allotment upon attaining regular full-time employment status.
 - (b) All uniforms will be replaced upon proof of need at the Employer's discretion; however, all uniform items issued by the Employer are and shall remain the property of the Employer.
 - (c) The boots issued by the Employer become the property of the employee and need not be returned to the Employer.
 - (d) The Employer reserves the right to redesign or change the format of the uniform at its discretion.
 - (e) There shall be no sharing of uniform items amongst employees.

32.03 Upon termination of any employee for any reason, such employee shall return the full uniform, except their boots, prior to receiving their final pay cheque. Any uniform items lost, stolen or not returned to the Employer upon termination of employment will be replaced by the Employer and billed to the employee on a cost recovery basis.

32.04 Employees must ensure that if their t-shirts are to be visible to the exterior of the uniform, they must be of a colour consistent with the theme of the

uniform (dark navy or black) and plain (free of wording or graphics except for authorized Oxford County Paramedic Services logo and wording).

- 32.05 The parties shall have a joint Uniform and Equipment Committee which shall be responsible for the recommendation to the Employer of the uniform and equipment issue. The Committee will be comprised of up to two (2) members each from the bargaining unit and management.

Article 33 - Education Matters

- 33.01 The Employer will schedule in-house training sessions on non-scheduled working days, Monday through Friday inclusive.

Mandatory educational or mandatory training courses required by legislation or the County must be taken within time frames specified by the Employer.

Failure to complete mandatory educational or mandatory training courses required by the legislation or the employer may result in termination of employment.

For clarity, this provision does not apply to any time spent by an employee obtaining or seeking the following:

1. EMCA certification
2. First Aid/CPR certification
3. Driver's license

An employee scheduled for training shall be paid his/her regular straight times for all hours in training.

The Employer will provide the annual CPR program and/or instructor. It is understood and agreed that employees shall attend the course provided by the Employer on their own time.

- 33.02 The paramedic may be reimbursed for related expenses for any job related, non-compulsory course approved by the Employer.

Article 34 - General

- 34.01 (a) Employees will accept Paramedic Students on all shifts when required as part of an accredited Paramedic Training Program.
- (b) All observers will only be allowed to ride if one of the crew members has agreed to take responsibility for overseeing the observer's ride-out. Observers will be properly attired with identification flash to distinguish them from the regular crew members.

(c) Problems with students and/or observers will immediately be brought to the attention of the Superintendent on duty.

34.02 It is agreed that the parties shall share equally the cost of printing the Collective Agreement. The printing shall be by Union printer or by OPSEU Print Shop. The Collective Agreement shall indicate "Printed by Union Labour." The Collective Agreement will normally be printed and distributed to employees within sixty (60) days following ratification or the release of any arbitration award, whichever is applicable.

34.03 It is agreed that the Union and the employees will not hold meetings at any time on the premises of the Employer without the permission of the Management. The Employer will provide one (1) bulletin board at each station, no less than three (3) feet by three (3) feet square for union business.

34.04 It shall be the duty of each employee to notify the Employer promptly of any change of address. Any notice required of the Employer shall be deemed to have been given, if forwarded by priority post to the employee at the last address of which the Employer had notice. The Employer shall notify the Union of any difficulties contacting an employee.

34.05 Where the Employer makes an error on an employee's pay, such that the employee's pay is reduced, the Employer shall correct the error on the next pay.

Where the Employer makes an error on an employee's pay that results in an overpayment, it will be repaid in accordance with a repayment agreement reached between the Employer and the employee. Such agreement will not be unreasonably withheld by any of the parties involved.

Article 35 - Personnel File

35.01 An employee, accompanied by a steward, shall be entitled to view and initial the entire contents of his or her personnel file in the presence of a Human Resources representative.

35.02 A copy of each performance appraisal shall be given to an employee and a copy shall be placed on his or her file.

35.03 An employee who objects to his or her performance appraisal may elect to attach a statement to the document setting out the details of, and reasons for those objections.

Article 36 - Duration and Retroactivity

36.01 This Agreement shall be effective from January 1, 2020 to December 31, 2022, with the exception of the amendments that become effective the date of ratification, and shall remain in effect from year to year thereafter unless either party gives to the other party written notice of termination or desire to amend this Agreement.

36.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

Signed at Woodstock, Ontario, this 3 day of July, 2020.

On behalf of
The County of Oxford:

On behalf of the
Ontario Public Service Employees Union:

B. Kelly
Amy Smith
Sarah Hamulecki

*
Adrian
Matt
Louise Foley
S. Wells
W. Jones

Appendix "A" - Benefits

Refer to GreenShield and SunLife Benefits Booklets amended as of (date of ratification) to include the following:

Capped dispensing fees for prescription drugs of nine dollars (\$9.00) effective the first of the month following ratification of both parties.

True mandatory generic prescription drug coverage effective the first of the month following ratification of both parties.

For more information contact the Human Resources Office.

Appendix “B” - Wages

	Start	1 Year	2 Years
Effective January 1, 2019	\$36.71	\$37.83	\$39.00
Effective January 1, 2020	\$37.44	\$38.59	\$39.78
Effective January 1, 2021	\$38.10	\$39.27	\$40.48
Effective January 1, 2022	\$38.77	\$39.96	\$41.19

2% effective January 1, 2020
1.75% effective January 1, 2021
1.75% effective January 1, 2022

The PCP wage rate is inclusive of all skill levels, excluding an ACP as defined by *The Ambulance Act* and its Regulation.

For part-time employees, placement on the grid is based on hours worked where 1 year equals 2,184 hours worked.

For full-time employees, placement on the grid is based on hours worked with the County of Oxford Paramedic Services, Tillsonburg District Memorial Hospital or Woodstock Ambulance Limited.

**Letter of Agreement
Between
County of Oxford
And
Ontario Public Service Employees Union
Local 114**

Re: Loss of License under Highway Traffic Act

Where an employee loses his license and is able to show conclusive proof that it was through no fault of his own, i.e. error of MTO, lost documents, delay in receiving documents, such employee shall be placed in a non-patient care role until the error has been rectified. The employer will meet their obligations under the Ontario Human Rights Code regarding loss of license for medical reasons.

Signed at Woodstock, Ontario, this 3rd day of July, 2020.

On behalf of
The County of Oxford:

B. Kelly
Amy Smith
Sarah Hamulecki

On behalf of the
Ontario Public Service Employees Union:

X
[Signature]
[Signature]
Louise Foley

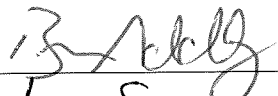
**Letter of Agreement
Between
County of Oxford
And
Ontario Public Service Employees Union
Local 114**

Re: Acting Superintendent


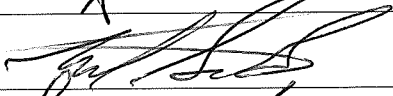
1. The Employer shall post internally to current full-time employees for the position of Acting Superintendent. If no suitable full-time candidate is found, the Employer shall post internally to current Part-time employees for the position of Acting Superintendent.
2. The employer may select individuals to be Acting Superintendents on a reserve basis, who shall be compensated as above only when assigned in the Acting Superintendent capacity.
3. Acting Superintendents shall not have authority to hire/fire, discipline, promote, demote.
4. Shall only be utilized to backfill existing superintendent positions.
5. If no suitable candidate is found within the Bargaining Unit, the Employer may advertise externally.
6. Acting Superintendents shall be compensated at four percent (4%) above the Primary Care Paramedic hourly rate.

Signed at Woodstock, Ontario, this 3 day of July, 2020.

On behalf of
The County of Oxford:


Amy Smith
Sarah Hamulecki

On behalf of the
Ontario Public Service Employees Union:



Matt
Louise Foley

**Letter of Agreement
Between
County of Oxford
And
Ontario Public Service Employees Union
Local 114**

Re: Vacation for Paramedics Over 20 Years of Service

The Paramedics listed below will receive the following vacation entitlement instead of the provisions in Article 24.

Mike Vann

Where applicable, the above employees will receive earned vacation pay in accordance with credited full-time continuous service with the Employer, including full-time service with the predecessor employers, Woodstock Ambulance Limited and Tillsonburg District Memorial Hospital, as of the anniversary of an employee's date of hire as follows:

Credit Service of:

- less than one (1) year of service as of December 31 in any calendar year with the Employer will receive one point two five (1.25) working days' vacation for each month of employment. Based on an eight (8) hour day.
- more than one (1) full year = three (3) weeks of pay.
- more than six (6) full years = four (4) weeks of pay.
- more than twelve (12) full years = five (5) weeks of pay.
- More than twenty (20) full years = six (6) weeks of pay plus one (1) day.

Note: One (1) week of pay is equivalent to the average master scheduled work week.
i.e. one (1) week = 40 hours
one (1) week = 42 hours.

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	Additional vacation Days Paid at Eight (8) hours basic pay
22 years	One (1)
24 years	Two (2)
26 years	Three (3)
28 years	Four (4)
30 years	Five (5)

Signed at Woodstock, Ontario, this 3 day of July, 2020.

On behalf of
The County of Oxford:

On behalf of the
Ontario Public Service Employees Union:

B. Adley
Amy Smith
Sarah Hamulecki

[Signature]
[Signature]
[Signature]

**Letter of Agreement
Between
County of Oxford
And
Ontario Public Service Employees Union
Local 114**

Re: Training and Paid Duties

If an employee voluntarily accepts an assignment for paid duty or a training session that starts or ends within eight (8) hours of a regularly scheduled shift and the employee has the option of refusing the paid duty or training session, the employee will be paid at straight time for all hours regularly scheduled and all hours attended at the paid duty or training session.

If the paid duty or training time is mandatory with no other options available the provisions of Article 19.01 (b) will apply.

Signed at Woodstock, Ontario, this 3 day of July, 2020.

On behalf of
The County of Oxford:

B. Kelly
Amy Smith
Saeed Jamulechi

On behalf of the
Ontario Public Service Employees Union:

*
[Signature]
[Signature]
[Signature]

**Letter of Agreement
Between
County of Oxford
And
Ontario Public Service Employees Union
Local 114**

Re: Auto Assignment of Shifts for Part-time Staff

The employer shall provide off-site web access to all staff for the scheduling system. The auto assign under Article 19.10 (a) 3) will not be implemented until the off-site web access is available to all employees.

The union agrees to identify the change of process to all employees, including the requirement to ensure the entered availability is current.

The employer and union will continue to meet for the duration of this collective agreement for the purposes of improvements or modifications to the implementation of the auto-assignment of shifts.

Signed at Woodstock, Ontario, this 3 day of July, 2020.

On behalf of
The County of Oxford:

B. Adly
Amu Shub
Sarah Jamulecki

On behalf of the
Ontario Public Service Employees Union:

[Signature]
[Signature]
[Signature]
[Signature]