# Collective Agreement

**between**

**Ontario Public Service Employees Union**
**on behalf of its Local 303**

**and**
**The Corporation of the County of Simcoe**
**Paramedic Services**

**DURATION: January 1, 2023 – December 31, 2025**

Sector 1
3-303-10082-20251231-1

## TABLE OF CONTENTS


ARTICLE 1 – PURPOSE ..... 1
ARTICLE 2 – RECOGNITION ..... 1
ARTICLE 3 – MANAGEMENT RIGHTS ..... 1
ARTICLE 4 – DEFINITIONS ..... 2
ARTICLE 5 – NON BARGAINING UNIT POSITIONS ..... 3
ARTICLE 6 – VOLUNTEER DUTIES ..... 4
ARTICLE 7 – NO DISCRIMINATION ..... 4
ARTICLE 8 – NO STRIKE/NO LOCKOUT ..... 5
ARTICLE 9 – UNION SECURITY ..... 5
ARTICLE 10 – REPRESENTATION AND COMMITTEES ..... 5
ARTICLE 11 – JOINT HEALTH & SAFETY COMMITTEE ..... 6
ARTICLE 12 – GRIEVANCE AND ARBITRATION ..... 8
ARTICLE 13 – LETTERS OF REPRIMAND AND ACCESS TO RECORD ..... 12
ARTICLE 14 – SENIORITY ..... 12
ARTICLE 15 – LAYOFF AND RECALL AND REDEPLOYMENT ..... 15
ARTICLE 16 –TECHNOLOGICAL CHANGE ..... 17
ARTICLE 17 – HIRING, PROMOTIONS, TRANSFERS & STAFF CHANGES ..... 18
ARTICLE 18 – LEAVES OF ABSENCE ..... 20
ARTICLE 19 – EDUCATION MANDATORY IN SERVICE & RECERTIFICATION TRAINING ..... 27
ARTICLE 20 – HOURS OF WORK AND OVERTIME ..... 27
ARTICLE 21 – WORKING FOR OTHER EMERGENCY MEDICAL SERVICES ..... 28
ARTICLE 22 – BANKED TIME ..... 28
ARTICLE 23 – CALL-BACK ..... 28
ARTICLE 24 – PAID HOLIDAYS ..... 29
ARTICLE 25 – VACATIONS ..... 30
ARTICLE 26 – HEALTH AND WELFARE BENEFITS ..... 33
ARTICLE 27 – MISCELLANEOUS ..... 36
ARTICLE 28 – COMMUNICABLE DISEASES ..... 36
ARTICLE 29 – PRINTING OF COLLECTIVE AGREEMENTS ..... 36
ARTICLE 30 – LIABILITY INSURANCE ..... 36
ARTICLE 31 – SCHEDULING ..... 37

ARTICLE 32 – ALLOWANCES ..... 41
ARTICLE 33 – WAGES ..... 44
ARTICLE 34 – DURATION AND RENEWAL ..... 46
ARTICLE 35 – CONDITIONS OF EMPLOYMENT ..... 47
APPENDIX “A” - ESSENTIAL SERVICES AGREEMENT ..... 49
APPENDIX “B” ..... 54
LETTER OF UNDERSTANDING #1 - SERVICE WIDE REBID ..... 55
LETTER OF UNDERSTANDING #2 - JOB SHARING TRIAL ..... 58
LETTER OF UNDERSTANDING #3 - INCIDENT RESPONSE UNIT (IRU) ..... 61
LETTER OF UNDERSTANDING #4 - COMMUNITY PARAMEDICINE PROGRAM ..... 63
LETTER OF UNDERSTANDING #5 - INTERPRETATION ON ARTICLE 20.02 ..... 66
LETTER OF UNDERSTANDING #6 - DEDICATED PART-TIME SCHEDULES ..... 68
LETTER OF UNDERSTANDING #7 - CONTINUING EDUCATION ..... 70
LETTER OF UNDERSTANDING #8 - SPECIAL EVENTS TEAM ..... 72
LETTER OF UNDERSTANDING #9 – HOURS OF WORK ..... 74
LETTER OF UNDERSTANDING #10 – NRA 60 FOR PARAMEDICS ..... 76
LETTER OF UNDERSTANDING #11 – CASUAL POOL TRIAL ..... 77

## ARTICLE 1 – PURPOSE

1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and the Employees covered by this agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this agreement.

## ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all paramedic Employees of the Corporation of the County of Simcoe save and except managers, Supervisors and persons above the rank of Supervisor. Non bargaining unit personnel shall not perform bargaining unit work unless there is a critical operational requirement for which no bargaining unit Employee is readily available.

2.02 The Employer agrees that new Employees in the bargaining unit shall be given a copy of the Collective Agreement. Any steward who is on duty at the same ambulance (station) location at the time shall be allowed thirty (30) minutes to familiarize any new Employee with the local Union structure. However, should the Employer decide to conduct a group orientation of new Employees, the Union shall be allowed thirty (30) minutes for such familiarization with the local Union structure. Such time for familiarization shall be subject to the operational needs of the Employer, and to be clear, each new Employee will only be entitled to one or the other of the familiarization periods described above.

## ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Employer to:

(a) Maintain order and efficiency;

(b) Hire, promote, classify, assign, transfer, suspend and rehire Employees, and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided hereinafter;

(c) Make, enforce and alter, from time to time, rules, regulations, policies and procedures to be observed by the Employees provided the Union is provided with a copy of such new rules, regulations and policies prior to implementation. The Employer will endeavor where possible to provide the Union with sufficient time to review prior to implementation.

(d) Operate and manage its operations in accordance with its commitments, responsibilities and legislative requirements; decide on the number of Employees needed in any classification; determine the location of its operations; relocate its Employees to any such location in accordance with the terms of the collective agreement; decide on the method, process and means of operation.

3.02 Without limiting the generality of the foregoing provisions, the Employer agrees that the exercise of any of the above rights shall be in a manner that is fair, reasonable and consistent with the terms of this Agreement.

## ARTICLE 4 – DEFINITIONS

4.01 Full-Time (FT)

A "Full-Time" Employee is an Employee engaged to fill a full-time position for an indefinite period who is regularly scheduled for eighty (80) to eighty-four (84) hours per pay period as per the scheduling article herein. This includes "Full-Time Float" Employees.

4.02 Part-Time Employee (PTE)

A "Part-Time" Employee is an Employee who is hired to fill a part-time position for an indefinite time and is scheduled in advance as required. Part-time Employees will not normally be scheduled for more than sixty (60) hours in any pay period. However when operationally required or in times of peak demand the Employer may schedule part-time Employees for up to eighty-four (84) hours in any pay period.

Part-time Employees shall only be eligible to remain on the roster so long as they meet the availability requirements as set out in Article 31.03 – Part-Time Scheduling of this agreement.

4.03 AEMCA Pending

A student who has graduated from a certified Paramedic College certificate course may be hired for a maximum two hundred and ten (210) day working period as defined in the Ambulance Act and Regulations thereto. An AEMCA pending Employee shall not be able to grieve being released while covered by this classification, subject to legislation. Upon presentation of the AEMCA certification, the AEMCA pending positions will be automatically converted to Part-time (PT) status if PT vacancies exist. Notwithstanding this conversion provision the Employer may, at its discretion, release the Employee within a fourteen (14) day window of presentation of the AEMCA certificate. Following the fourteen (14) day window the conversion shall be confirmed, subject to the posting and filling provisions set out in Article 17, and all regular hours worked in the AEMCA pending will count towards fulfilling the Employee's probationary period.

## ARTICLE 5 – NON BARGAINING UNIT POSITIONS

5.01 Permanent Non Bargaining Unit Position

In the event an Employee is the successful candidate and, accepts a full-time permanent position outside of the bargaining unit, but within Corporation of the County of Simcoe;

Such Employee shall cease to accrue seniority and cease to pay union dues on the start date of the position.

Such Employee will retain their accumulated seniority as the start date of the position for a period of three (3) months. On the three (3) months anniversary of the positions start date if such Employee has not returned to their bargaining unit position they will lose all of their accrued seniority permanently.

Such Employee, during this three (3) months period, may either at the Employee's or the Employer's request, return to the bargaining unit in a Part-Time position with the aforementioned accrued seniority.

The Employer shall fill the Employee's position permanently as quickly as possible as outlined in this agreement.

5.02 Temporary Non Bargaining Unit Position

In the event an Employee is the successful candidate for, and accepts a temporary full-time position outside of the bargaining unit, but within the Corporation of the County of Simcoe;

Such an Employee shall accrue seniority and pay union dues during their temporary assignment.

Such positions shall not exceed eighteen (18) calendar months in length.

Such an Employee shall return to their bargaining unit position at the conclusion of the position and shall not be eligible to take another position as outlined in 5.02 – Temporary Non Bargaining Unit Position or 5.03 – Intermittent Acting Assignments Outside the Bargaining Unit within Paramedic Services for two (2) years from the conclusion of this position.

Should such an Employee access a full-time permanent position with the County of Simcoe, within the same department as their temporary position, within two (2) years of the conclusion of their temporary position, the Employee shall not have access to the rights outlined in 5.01 - Permanent Non Bargaining Unit Position and shall lose all seniority upon acceptance of a full-time position.

5.03 Intermittent Acting Assignments Outside the Bargaining Unit within Paramedic Services

Should the Employer wish to use bargaining unit Employees to fill intermittent acting assignments outside the bargaining unit, the Employer shall advertise such opportunities. Employees who are successful will be posted on the "Acting" list in the workplace. Such Employees may be removed from shifts to attend training specific to their acting assignments. Such Employees will then be allowed to work in non-bargaining unit assignments for eighteen (18) calendar months in either "on-the-road" or "in-office" positions. Employees fulfilling these assignments shall continue to accrue seniority and shall continue to pay union dues.

Any Employee may rescind their participation on the acting list at any time, such Employees regardless of the number of hours worked will be deemed to have fulfilled an "acting" assignment for eighteen (18) calendar months.

The above timeframe shall exclude protected leaves.

The Employer shall inform the Local Union President of the start date of each paramedic who takes an acting position. The Employer shall report to the Union the total number of hours, by category, worked outside the bargaining unit by bargaining unit members at the end of every calendar year.

Any Employee who takes any intermittent acting position shall not be allowed to take a position under 5.03 - Intermittent Acting Assignments Outside the Bargaining Unit within Paramedic Services until eighteen (18) calendar months following the conclusion of their intermittent acting position.

## ARTICLE 6 – VOLUNTEER DUTIES

6.01 From time to time the Employer may receive requests from the Community that its Employees participate in community oriented events. The Employer and the Union recognize the mutual benefit of these events.

## ARTICLE 7 – NO DISCRIMINATION

7.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any Employee because of membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising rights under the Collective Agreement.

7.02 It is agreed that there will be no discrimination by either party or by any of the Employees covered by this agreement on the basis of any prohibitive grounds outlined in the *Ontario Human Rights Code*.

7.03 The Employer and the Union recognize their obligations in accordance with the provisions of the *Ontario Human Rights Code* including the duty to accommodate and any other statutory right.

## ARTICLE 8 – NO STRIKE/NO LOCKOUT

8.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*. The parties agree to negotiate, maintain in force and honour an Essential Services Agreement as provided under the Ambulance Services Collective Bargaining Act. The Essential Services Agreement is attached as Appendix "A".

## ARTICLE 9 – UNION SECURITY

9.01 The Employer will deduct from each Employee in the bargaining unit an amount equal to the regular monthly Union dues designated by the Union in accordance with the constitution and bylaws of the Union. The amount of the regular monthly dues shall be as certified to the Employer by the Treasurer of the Union from time to time. The Employer shall remit the amounts so deducted to the Accounting Department at 100 Lesmill Road, North York, Ontario M3B 3P8, no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article.

9.02 The Employer will provide each Employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes.

9.03 Union Security

The Employer will provide the Union with Employee contact information, excluding address information, for the purposes of conducting a position bid or vacation bid, where applicable.

## ARTICLE 10 – REPRESENTATION AND COMMITTEES

10.01 Union Stewards

The Employer agrees to recognize Union Stewards to be selected or appointed from amongst Employees in the bargaining unit for the purpose of handling grievances and other necessary Union/Management labour relations matters. The rights of Stewards to leave their work (but not their work site) without loss of pay to attend to such matters will not be unreasonably withheld and every

effort is made to seek agreement from their immediate Supervisor provided it does not adversely affect operational requirements.

The Employer acknowledges the right of the Union to elect/appoint or otherwise select sixteen (16) Stewards from amongst Employees in the bargaining unit and recognizes said Stewards for the purpose of handling complaints, questions and grievances and other labour relations matters as provided for under this Collective Agreement.

All Stewards shall have completed their probationary period. The name of each Steward shall be provided in writing to the Employer along with the identification of the Chief Steward and the Employer shall not be required to recognize any Steward until it has been so notified.

The process for meeting with the Employer and accessing representation is attached as a Letter of Understanding in Appendix "B" to this agreement.

10.02 Labour/Management Committee

The parties agree that it is mutually beneficial to discuss matters that arise from time to time at Labour/Management Committee meetings during the term of this agreement. The Committee shall be comprised of representatives of each party and shall meet at a time and place mutually satisfactory. The Committee shall meet as necessary, normally not more than once every two (2) months without mutual agreement, but at least once every six (6) months. A request for a meeting hereunder will be made in writing by the requesting party at least fourteen (14) days prior to the date proposed and shall have an agenda of matters being tabled for discussion. In the event of an emergency or extraordinary circumstances the fourteen (14) day notice period shall be waived by mutual agreement. The Employer will pay for attendance at Labour Management Meetings at straight time up to a total of seventy-two (72) hours per calendar year.

10.03 Negotiating Committee

The Employer agrees to recognize a negotiating Committee comprised of four (4) Members from the bargaining unit. The Members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiations with the Employer up to and including conciliation.

## ARTICLE 11 – JOINT HEALTH & SAFETY COMMITTEE

11.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.

11.02 Recognizing their joint responsibilities under the applicable legislation, the Employer and the Union agree to establish a Joint Health & Safety Committee, to which at least three (3) representatives elected/selected or appointed by

each of the Union and the Employer shall constitute the committee. The Union shall rotate its representatives on the Committee as it deems appropriate taking into account specific Ambulance station concerns and/or the expertise of its Members. It is understood that the Union and Employer Co-Chairs shall remain as consistent participants. The Employer agrees to pay up to a maximum of three (3) Union representatives.

11.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health of the workforce.

11.04 Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

11.05 Any representative appointed or selected in accordance with Article 11.02 – Joint Health & Safety Committee shall serve for a term of two (2) years from the date of appointment, which may be renewed for a further period. Time off for such representative(s) to attend meetings of the Joint Health & Safety Committee in accordance with the foregoing, shall be granted in accordance with the Ontario Occupational Health and Safety Act.

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

11.07 The power of the Committee shall be as outlined in the Ontario Occupational Health and Safety Act, as amended from time to time.

11.08 Critical Incident Stress Management

The Employer recognizes that due to the nature of our work, Employees may at times, experience critical incident stress in the course of their duties. It is in both the Employer's and Employee's best interests to deal with these occurrences in a compassionate and effective way.

An Employee may contact their Supervisor in the aftermath of any critical incident to assist in managing or reducing stress. Supervisors will make efforts to attend to the location of crews who request assistance or as soon as possible after becoming aware of such a call.

Supervisors are authorized to remove Employees from service for varying periods of time up to and including the remainder of their shift. Employees will not suffer loss of pay or use of credits for such removal thereof.

Employees are encouraged to contact the Employee Assistance Program provider in follow up to any critical incident exposure.

In addition, the Employer will endeavor to remain aware of best practices with respect to initial management of critical incident stress and endeavor to create policies and practices that reflect such approaches.

## ARTICLE 12 – GRIEVANCE AND ARBITRATION

12.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a Member of the bargaining unit and the Employer or between the parties hereto relating to the interpretation, application, administration or alleged violation of this Agreement or any applicable legislation.

12.02 Time Limits and Time Computation

Time limits are mandatory for all steps of the entire Grievance and Arbitration process unless the Union and the Employer, or in the case of Arbitration the nominees or counsel agree in writing to extend the time limits. The date of submission of any complaint or grievance or the giving of any notice or decision shall be excluded from the computation of time.

12.03 Employer Not To Negotiate with Employee

After a grievance has been filed the Employer shall not initiate negotiations with the aggrieved Employee with respect to the grievance, either directly or indirectly, without the presence of a Steward or Chief Steward. Once filed the grievance shall be the joint responsibility of the griever and the Union.

12.04 Delivery of Grievances and Replies

Grievances and replies to the grievances shall be in writing at all stages and delivery shall be confirmed. The person receiving the grievance or the response shall acknowledge receipt in writing and date the acknowledgement, a copy of which is to be retained by the person acknowledging receipt. The grievor and the Union shall submit grievances in person to the appropriate individual described in the grievance procedure. However, should that individual be unavailable the grievance may be submitted to that individual's immediate Supervisor, the immediate Supervisor's appointee, if previously identified, or given their unavailability, to the Human Resources Office, and receipt will be acknowledged as described above. The Employer shall submit responses in person to the grievor and or the Steward identified on the grievance.

12.05 Disclosure of Facts

The Union and the Employer will provide each other with full disclosure in writing as to all facts known to either party concerning the grievance upon which either party is relying and which are relevant to any step of the grievance procedure. If the Employer or the Union are made aware of any new facts

upon which they will be relying subsequent to said disclosure, either party will promptly notify the other of such new facts in writing.

12.06 Policy Grievances

When a dispute involving a question of general application or interpretation occurs (including an Employer grievance) or when the Union has a grievance which cannot be made the subject of an individual grievance, the grievance shall be filed at Step 2 within thirty (30) days of the affected party becoming aware of the circumstances that give rise to the grievance.

12.07 Complaint

(a) It is the mutual desire of the parties hereto that complaints or grievances of Employees shall be adjusted as quickly as possible. It is understood that an Employee has no grievance until he has first given their immediate Supervisor the opportunity of adjusting their complaint.

(b) If an Employee has a complaint, they shall discuss it with their immediate Supervisor within ten (10) business days after the circumstances giving rise to the complaint having originated or occurred or within ten (10) business days of when the complainant ought to have reasonably become aware of the circumstances giving rise to the complaint.

(c) If the immediate Supervisor is unable to adjust the complaint to their mutual satisfaction within ten (10) business days, the Employee may file the grievance within ten (10) business days following the immediate Supervisor's decision.

12.08 Grievance Procedure

A grievance of an Employee properly arising under this Agreement shall be processed and settled as follows:

**STEP 1**

The Employee, with the assistance of a Steward and/or Union Representative, if the Employee so requests, shall deliver a written grievance, signed by them, to the Commander or designate. The nature of the grievance, and the remedy sought, shall be set out in the grievance.

The Commander (or designate) will deliver their decision, in writing, within ten (10) business days following the day on which the grievance was presented to them (or any longer period which may be mutually agreed upon in writing). If the decision of the Commander is not satisfactory to the Employee, the Employee may at their option proceed to the next step of the grievance procedure.

**STEP 2**

Within ten (10) business days following the decision under Step 1, the Employee may submit the written grievance to the Deputy Chief (or designate). The Deputy Chief shall convene a meeting within ten (10) business days (or any longer period which may be agreed upon in writing) of receipt of the grievance at a time and place suitable to both parties. A representative of the Union may be present at the request of either the Employer or the Employee. It is understood that the Deputy Chief or their appointee shall have such counsel and assistance as they may desire at any meeting dealing with the grievance. The Deputy Chief (or their designate) shall render a written decision within ten (10) business days of the meeting. If the grievance is not settled at Step 2 of the grievance procedure the matter may be submitted to Arbitration as follows:

**STEP 3**

The Union or the Employer will have twenty-one (21) calendar days of receipt of the written decision at Step 2 to request that a grievance be submitted to Arbitration, and shall make a request in writing addressed to the other party of this Agreement, and at the same time name a nominee. Within ten (10) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a chairperson.

12.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance unless the parties agree to a Mediation/Arbitration process.

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

12.11 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

12.12 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto and the Employee or Employees concerned.

12.13 Each of the parties hereto will bear the expenses of the nominee appointed by it, and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.

12.14 Where both parties agree, a single arbitrator may be substituted for a Board of Arbitration. In such cases, the parties shall endeavour to agree on the selection of an arbitrator.

If the agreed upon arbitrator is unable or unwilling to act, the parties may:

(a) Revert to the three-person Board as provided above, or

(b) Agree mutually on another single arbitrator.

12.15 The limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply with such limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48.16 of the *Labour Relations Act* or as amended from time to time. Such time limits shall exclude Saturdays, Sundays, and paid holidays.

12.16 Group Grievances

Where three (3) or more Employees have a common grievance the grievance may be submitted at Step 2 of the Grievance Procedure.

12.17 Discharge and Suspension

In the event an Employee is discharged or suspended from employment, and the Employee claims they have been unjustly discharged or suspended subject to Article 14.01 - Seniority, they may file a written statement of grievance with the Employer at Step 2 of the Grievance Procedure, within five (5) calendar days of being notified in writing of the discharge or suspension or within five (5) calendar days of the discharge or suspension being effected whichever occurs first. The parties confirm that in the event of a dismissal or suspension that stands after the Employer has rendered its decision at Step Two of the grievance procedure and the Union forwards the grievance to arbitration, the parties will process the grievance without any undue delay.

Such grievance may be settled by:

(a) Confirming the Employer's action in discharging or suspending the Employee;

(b) Reinstating the Employee without loss of seniority and with full compensation for time lost; or

(c) Any other arrangement which is justified and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

## ARTICLE 13 – LETTERS OF REPRIMAND AND ACCESS TO RECORD

13.01 Any adverse report, letter of reprimand, or notice of suspension which is not rescinded by way of the grievance or arbitration procedure herein, will be removed from the record of an Employee eighteen (18) months following the receipt by the Employee provided that the Employee's record has been discipline-free of identical or similar infractions for such period. Employees shall receive a copy of any and all documentation, which conveys the Employer's actions that are considered to be counseling or disciplinary at the time of issuance.

13.02 Each Employee shall have reasonable access to their file, which is the property of the Employer for the purpose of reviewing its contents in the presence of an Employer representative. An Employee may request a copy of any document contained in the file and the Employer shall not unreasonably deny such a request.

13.03 Should the Employer become aware of circumstances that warrant an investigation the Employer shall first notify the Employee and the Employee may notify the Union at their own discretion. The Employer shall afford the Employee ample time to clarify details of any such circumstance with representation during meetings as outlined in the letter of understanding regarding investigations. The Employer shall come to a conclusion regarding its investigation no later than six (6) months after becoming aware of such circumstances. Any actions taken by the Employer regarding the Employee shall be announced in writing to the Employee inside the six months noted above.

13.04 During any investigation the Employer shall not inflict any discipline or suspension on any Member until such time as the Employer has concluded the investigation. If prior to the conclusion of an investigation the Employer reasonably needs to remove an Employee from the workplace then they shall do so without any loss, monetary or otherwise and this shall not be considered disciplinary.

## ARTICLE 14 – SENIORITY

14 .01 A full-time Employee shall be on probation until the Employee has been in the employment of the Employer for one hundred (100) days and has completed six hundred (600) regular hours on the road. A part-time Employee shall be on probation until the Employee has completed six hundred (600) regular hours on the road. At the Employer's discretion, this probationary period may be extended, by mutual agreement with the Union, up to an additional six hundred (600) regular hours, with the provision of written notice to the Employee and the Union. It is understood that a probationer has no seniority for the purpose of this Agreement. An Employee obtains seniority, equal to their length of service, upon completing their probationary period. An Employee may be released during the probationary period for failure to perform to the satisfaction of the Employer in the position and such release of an Employee during the

probationary period shall not be the subject of a grievance or arbitration notwithstanding any statutory provision.

14.02 Seniority, as referred to in this Agreement, shall mean the length of continuous service with the Employer for full-time Employees in the bargaining unit and hours worked in the bargaining unit for part-time Employees, plus, in both cases, deemed credit for unbroken service in the bargaining unit in Simcoe County. The application of seniority shall be used for the purposes of layoff, recall job postings, vacation scheduling and service for purposes of wage progression and vacation entitlement. Severance pay entitlement varies with the individual and will be applicable on a case-by-case basis.

(a) 1. Part-time seniority hours will be calculated by pay period and not by calendar month. Regular hours worked up to and including eighty (80) hours per pay period will be used towards calculating seniority.

2. When an Employee's status is changing from regular part-time to permanent full-time, their regular part-time hours calculated as described above, will form a total, and that total will be divided by one hundred and seventy-five (175), equating to full-time months or parts thereof for the purposes of their permanent full-time seniority. This number will include two (2) decimal places.

3. The first posted seniority list after an Employee has changed from part-time to full-time reflecting where an Employee's placement is shall indicate the months and parts thereof expressed to two (2) decimal places.

4. In the event that Employees have the same seniority as calculated in paragraph 3, consideration will be given to Employee's original date of hire to break a tie. In the event that Employees have the same seniority (to two (2) decimal places) and same original date of hire a lottery will be held to determine placement on the seniority list.

Part-time Employees shall not lose seniority hours when they have accepted a temporary full-time position and the eighty (80) hours per pay period calculation will be utilized.

(b) An Employee whose status changes from full-time to part-time shall receive credit for seniority. It shall be converted from years or part thereof to hours on the basis of one (1) year being equivalent to two thousand and eighty (2080) hours, with one (1) month equivalent to one hundred and seventy-five (175) hours.

Separate seniority lists shall be established for full-time and part-time Employees covered by this Agreement who have completed their probationary period. A copy of the seniority lists subject to the agreement of the parties will be provided to the local Union President within fifteen (15) calendar days after the issuance of the arbitrator's

award/execution of the agreement and revised lists will be provided semi-annually in January and July. The seniority lists to be published shall show number of completed months for full-time Employees and hours worked for part-time respectively. The lists will be posted by the Employer at each work location and remain posted for a period of thirty (30) calendar days. If an Employee does not challenge the position of their or another name on the applicable seniority list within thirty (30) calendar days from the date the lists were posted or within ten (10) calendar days from the date s/he returns to work having been off when the list was posted, then s/he shall be deemed to have proper seniority standing. If no challenge to the list is filed in writing to the Employer within this period, the applicable list shall be deemed to be correct for all purposes.

14.03 Seniority shall accumulate in the following circumstances only:

(a) When an Employee is actually at work for the Employer.

(b) When an Employee is off work due to layoff, seniority shall continue to accumulate for a period of time equal to twenty-four (24) months.

(c) When an Employee is off work due to sickness or accident for a period of time equal to twenty-four (24) months.

(d) When a full-time Employee is off work due to personal leave of absence, then seniority will continue to accumulate for the first twelve (12) calendar months of such leave.

(e) When an Employee is absent on vacation with pay or on a designated holiday.

(f) When an Employee is occupying positions as outlined in Articles 5.02 – Temporary Non Bargaining Unit Position, 5.03 – Intermittent Acting Assignments Outside the Bargaining Unit within Paramedic Services.

(g) When an Employee is off on Maternity/Paternal Leave as provided under ESA.

(h) When an Employee is off on Workplace Safety Insurance Board (WSIB).

(i) When an Employee is off on all leaves outlined in Article 18.02 – Union Business Leave Processing the following Union Business Leaves and Article 18.03 a) - President or Vice President of OPSEU/SEFPO Leave.

(j) Seniority for part-time Employees where applicable above will be calculated based on the average regular hours worked during the three (3) full bi-weekly pays preceding the effective date of an approved Leave.

(k) Part-time Employees on Pregnancy and/or Parental Leave, as per Article 18.07 – Pregnancy Leave and 18.08 – Parental Leave shall accumulate seniority during said leave period.

(l) Seniority will be calculated based on the average regular hours worked during the three (3) full bi-weekly pays preceding the effective date of the approved Pregnancy and/or Parental Leave.

14.04 Seniority shall terminate and an Employee shall cease to be employed by the Employer when that Employee:

(a) Voluntarily quits their employment with the Employer;

(b) Is discharged and is not reinstated through the grievance procedure or arbitration;

(c) Is off work for a continuous period in excess of twenty-four (24) months notwithstanding any statutory entitlement.

(d) Fails to report for work within ten (10) calendar days after being notified by registered mail by the Employer of recall from layoff;

(e) Is absent from work for more than three (3) consecutive scheduled working days without leave, as provided for in the collective agreement or failing a reason acceptable to the Employer;

(f) Fails to report to work upon the termination of an authorized leave of absence unless there has been an agreed upon extension of the leave of absence or s/he is unable to return to work as a result of illness or injury.

## ARTICLE 15 – LAYOFF AND RECALL AND REDEPLOYMENT

15.01 In the event of a proposed layoff of a permanent or long-term nature, the Employer will:

(a) Provide the Union with no less than three (3) months' notice of such layoff, and;

(b) Meet with the Union through the Labour/Management Committee to review the following:

(i) The reason causing the layoff with a view to eliminating or minimizing the need to layoff;

(ii) The service the Employer will undertake after the layoff;

(iii) The method of implementation including the areas of cut-back and Employees to be laid off;

(iv) Any ways the Employer can assist Employees to find alternate employment.

(c) Provide the affected Employee with three (3) months' written notice of layoff.

15.02 In the event of layoff, the Employer shall lay off Employees in the reverse order of their seniority.

15.03 An Employee who is subject to layoff shall have the right to accept the layoff and be placed on a recall list for twenty-four (24) months.

15.04 An Employee shall have opportunity of recall from a layoff to an available opening, in order of seniority. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

15.05 No new Employee 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 provisions, or have been found unable to perform the work available.

15.06 The Employer shall notify the Employee of recall opportunity by registered mail addressed to the last address on record with the Employer (which notification shall be deemed to be received on the fifth ($5^{th}$) day following the date of mailing). The notification shall state the job and location to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for their proper address being on record with the Employer.

15.07 An Employee with five (5) or more years of service with the Employer, based on their seniority as determined under Article 14 herein, shall on separation from employment, be entitled to receive on separation, severance pay equal to one (1) week's pay per year of service for all credited service after January $1^{st}$, 2001, or date of hire, whichever is earlier, based on their regular yearly pay averaged over the length of their employment with the Employer.

15.08 Access to Part-Time Hours

On lay off, a full-time Employee will be offered first opportunity to work part-time hours provided they are willing to accept this work at the prevailing wage and benefit levels applicable to part-time Employees and provided they are able and qualified to perform the work.

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

expiration of recall rights. On payment of severance pay, any subsequent access to part-time employment is only on the mutual agreement of the Employer and Employee subject to the provisions of the Collective agreement.

15.09 Where an Employee loses their paramedic certification or is deactivated, the Employer will provide for the necessary remedial training as well as materials for the Employee to attempt to be recertified or reactivated. While the Employee is disqualified from working under these circumstances, the Employer will continue to pay benefit premiums for a maximum of ninety (90) days and this leave shall be deemed to be a leave of absence without pay.

15.10 Notwithstanding any required qualifications, an ACP who is deactivated and/or decertified by base hospital but retains certification in SAED and Symptom Relief will be allowed to work as a PCP, on a temporary basis, for a maximum period of sixty (60) days, while endeavoring to obtain reactivation or recertification. If such a Paramedic has not obtained reactivation and/or recertification by the end of the aforementioned sixty (60) day period, they will become a PCP on a permanent basis provided there is a vacancy for this classification. If there is no vacancy they will become a part-time Employee. If the Employee is successful in obtaining the required reactivation and/or recertification during the sixty (60) days, they will return to ACP status.

## ARTICLE 16 –TECHNOLOGICAL CHANGE

16.01 The Employer undertakes to notify the Union in advance, so far as practical, of any technological changes which the Employer intends to introduce which will significantly change the requirements of the job classification/position of Employees within the bargaining unit.

16.02 The Employer agrees to discuss with the Union in advance of implementation 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, including the provision of training to Employees concerned.

16.03 Employees with one (1) or more years of continuous service who are subject to lay off 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 set forth above and the requirements of the applicable legislation.

16.04 When new or greater primary care or advanced care paramedic skills are required than are already possessed by affected Employees under the present methods of operation, the Employer will provide the necessary training with pay. Training shall be given during the tour of work whenever possible.

16.05 When additional skills/knowledge are required of the Employee the provisions of Article 33.03 – New Classification, Substantial Changes to an Existing Classification shall be reviewed and considered.

## ARTICLE 17 – HIRING, PROMOTIONS, TRANSFERS & STAFF CHANGES

17.01 Where the Employer determines there is a vacancy, or a new position is created of an ongoing and recurring nature, the Employer shall first determine if any laid-off Employee has a right to be assigned to the vacancy or newly created position and having exhausted any such rights, the Employer shall post the remaining position(s) internally for a period of fourteen (14) calendar days. Applications for such vacancies shall be made within the fourteen (14) calendar day period referenced herein.

17.02 When a temporary vacancy in the bargaining unit occurs as a result of illness, WSIB, maternity or any other authorized leave anticipated to be greater than sixty (60) days, it shall be posted in accordance with 17.01 – Hiring, Promotions, Transfers & Staff Changes. When a temporary position occurs as a result of a pilot or special project such temporary positions, shall be posted in accordance with 17.01 – Hiring, Promotions, Transfers & Staff Changes.

17.03 Full-time Employees may request to transfer to part-time status at any time subject to the Employer's discretion and such request shall not be unreasonably denied. After a minimum continuous period of twelve (12) months, such Employee may reapply for a posted full-time position. The Employee shall retain full seniority credits.

17.04 The posting of vacancies referred to in Article 17.01 – Hiring, Promotions, Transfers & Staff Changes shall include the identification of the work location shift schedule and wage rate. The work location as identified in the posting shall be deemed to be the successful applicant's regular work location.

17.05 In filling posted vacancies, the selection shall be made based on requisite skill (CP, IRU, and other mutually agreed to specialized positions), ability, experience, relevant qualifications and seniority of the applicants. Where all other factors are relatively equal seniority shall be the determining factor. For clarity seniority of internal applicants shall be based on seniority as it stands at the end of the pay period that ended prior to the posting of any such position.

17.06 The successful applicant shall not be considered for any subsequent vacancy for a period of six (6) months from the position start date or if the temporary position has concluded. Further, any successful applicant on the basis of seniority to a posted vacancy who does not accept the offer of the position they applied for pursuant to this article shall not be considered for any subsequent vacancy for a period of six (6) months.

This clause is not intended to impact those Employees seeking a change to their current "category", i.e., a change in "category" is a job posting that changes the Employee from one "category" to any other category of; Part-Time, Full-Time, Float or Full-Time, PCP/ACP to IRU, PCP/ACP to CP or other mutually agreed to special skilled category.

17.07 No Employee shall be transferred to a position outside of the bargaining unit without their consent.

17.08 An Employee who is on an approved/confirmed leave of absence including vacation, sick etc. may at their option provide the Employer with written notification of their request to be considered for any vacancy that may be posted during their absence. The Employee is not obligated to take the position if offered.

For temporary vacancies, the Employee must be able to fulfill the majority of the length of the temporary vacancy.

17.09 Should an existing PCP announce to the Employer that they intend to enroll in an ACP program, such an Employee shall be given the following considerations:

(a) Should a Full-time permanent Employee request a temporary change to Float status, with all of its regular requirements during the course of their schooling and testing, such a request shall not be unreasonably denied. This will not result in the addition of Float positions and must meet operational requirements.

(b) The Employer will make reasonable efforts to ensure that Employees who are enrolled in ACP programs are given the opportunity to precept and consolidate, within the Service, if required.

17.10 If as a result of operational requirements the Employer is required to permanently transfer an Employee from a regular work location the Employer shall transfer the most junior Employee.

17.11 Temporary Position/Return to Work

A "Temporary Position/Return to Work" is a position arising from the absence of an Employee who is absent as a result of maternity, sick leave, or other authorized leave of absence, for a period greater than sixty (60) days. In the event that an Employee who is on leave for a pre-determined period who wishes to return to work in advance of the established return date may do so with a minimum of thirty (30) days written notice to the Employer.

In the case of temporary positions arising from the absence of an Employee who is absent for an undetermined period, such an Employee shall normally be entitled to return to work within seven (7) days of advising the Employer of their ability to return. Appropriate documentation may be required. Article 31.01 does not apply in order to provide a balance of hours and avoid loss of shifts within the seven (7) days as set out above.

Any extension of or implementation of a Temporary Position must be agreed upon in writing between the Employer, the Employee and the Union. If the "Temporary Employee" has current Employee status in the company at the point of commencement of the temporary assignment they shall receive the

entitlements as outlined in Article 17.11 – Rights and Entitlements of Part-time Employees in Full-Time Vacancies herein.

17.12 Rights and Entitlements of Part-Time Employees in Full-Time Vacancies

The Employer agrees to allow Part-time Employees who post into temporary full-time vacancies to bank time in accordance with Article 22.01 – Banked Time of the collective agreement. Seniority shall be accrued for any banked time taken. Seniority accrual will not be applied to payouts. Should the temporary full-time vacancy come to an end, and the Part-time Employee filling the position has time in the bank, it is understood that the Employee will not be eligible to use this banked time once back in their Part-time position, but will have the time paid out in accordance with Article 22.01 – Banked Time.

Further, should a Part-time Employee call in sick during the temporary position they may use a bank or float day, if they have one, to cover the lost wages and seniority.

Part-time Employees who have passed probation and post into a temporary full-time (TFT) vacancy shall receive a limited benefit plan for the Employee only which will reimburse to a maximum of 80% for both prescription drugs up to five hundred dollars ($500), and basic and preventative dental services up to five hundred dollars ($500) per benefit year; Combined Paramedical (Practitioners as listed for f/t paramedics) reimbursement to a maximum of eighty percent (80%) of one thousand dollars ($1000) per benefit year and reimburse 100% vision care up to two hundred dollars ($200) per benefit year. Once the Employee leaves the TFT and returns to part-time, they will no longer be eligible for this benefit plan. If the staff accepts a full-time position, they will move onto the f/t benefits plan. For clarity, if the staff remains in a TFT, they will remain on the benefit plan outlined above.

## ARTICLE 18 – LEAVES OF ABSENCE

18.01 Sick Leave

Annually each full-time Employee shall be entitled to be paid sick leave totaling nine (9) shifts of regularly scheduled time. The Employee shall have the option of accessing any unused sick days as follows:

(a) Receiving one hundred percent (100%) pay for all unused sick days per calendar year (paid out in the pay period in which December 31st falls) and/or

(b) Carry over up to five (5) of these unused sick days as vacation. Any such days carried over must be used or paid out by April 30th of the next calendar year. Employees must indicate their choice by following the process established by the Employer. Failing such indication, option (a) shall apply.

(c) Sick day credits shall cease to accrue during periods of long-term disability leave and following seventeen (17) weeks of WSIB leave.

(d) Part-time Employees shall accrue twelve (12) hours of sick time for every three hundred sixty (360) regular hours worked, up to a maximum of three (3) days per calendar year.

18.02 Union Business Leave Processing the following Union Business Leaves

With regard to the following leaves, Employees will retain their position with the Employer and will continue to accrue seniority while on leave. The Employer shall pay Employees wages and benefits. Notwithstanding Articles 10.02 – Labour/Management Committee, 10.03 – Negotiating Committee and 18.02 b) – Local Administration Leaves either OPSEU/SEFPO or the Local, as appropriate, will reimburse the Employer in full for such costs within ninety (90) days upon receipt of a detailed invoice.

The Union will give the Employer as much notice as possible of such leaves, with a minimum of twenty-eight (28) days, and will not be unreasonably denied. The Employer will endeavor to accommodate short notice requests.

Should an Employee on a union business leave need to make up missed training or recertify with the Base Hospital the Employee will do so prior to returning to work. Employee time, training and recertification will not be at the Employer's cost. If Base Hospital retraining or recertification is required the Employer may need up to four (4) weeks' notice to arrange such recertification.

(a) Local Business Leaves

The Employer, shall with reasonable notice and subject to service demands, grant leave of absence with pay and without loss of seniority to Employees elected or appointed to represent the Union at Union conventions, seminars and/or committees.

(b) Local Administration leaves

On January 1st of each calendar year, the Employer shall set a bank of two hundred and sixteen (216) hours of paid time that can be used at the discretion of the Local President to release Members from duty to attend to the administrative needs of the Local. Application for use of this time shall be done as far in advance as is reasonable and the requests shall not be unreasonably denied.

(c) Union Staff Position Leaves

When an Employee requests a Leave of Absence to accept a Temporary OPSEU/SEFPO Staff or Training position outside the workplace, the Union will immediately notify the Employer of the name of the Employee.

The leave of absence will not be unreasonably denied. Said leave request shall not exceed a cumulative total of four thousand three hundred and sixty eight (4368) hours for each Employee.

(d) Union Event Scheduling

Where a Union event that would normally have time booked off to attend, occurs on a steward's regularly scheduled day off, the local president may request that the steward be allowed to do a shift exchange into an open shift on the same day as the event which they will then be subsequently booked out of at OPSEU/SEFPO's cost. Such shift exchanges must meet the shift exchange requirements as per policy. The steward and the Employer will determine the shift that the Employee switches out of at a mutually agreeable time. With twenty-eight (28) days' notice such requests shall not be unreasonably denied and requests made within twenty-eight (28) days will be at the Employer's discretion.

18.03 Executive Leaves

(a) President or Vice President of OPSEU/SEFPO Leaves

When an Employee is elected as the Union's President or First Vice-President (provincially), the Union will immediately following such election, advise the Employer of the name of the Employee so elected. Leave of absence shall be granted from the Employee's place of employment for the duration of the term of office. The Union shall reimburse the Employer the amounts paid on behalf of the Employee, including pay and benefits. Seniority within the bargaining unit for the Members(s) involved will continue to accumulate. The Member's status (Full-time or Part-time) and classification (ACP or PCP) and their home position will be held for a maximum of two (2) years.

(b) Provincial Position/Executive Board Leaves

When an Employee is elected to a Committee or the Executive Board of the Union, such Member will immediately notify the Employer of their election and the term of their position. During said term, the Employer, shall with reasonable notice and subject to service demands, grant leaves of absence without loss of seniority to such Employees elected or appointed to a Provincial Position or an Executive Board Leaves. The Union shall reimburse the Employer the amounts paid on behalf of the Employee, including pay and benefits. The Member's status (Full-time or Part-time) and classification (ACP or PCP) and their home position will be held for a maximum of two (2) years.

In the event that an Employee requests an extension beyond the two (2) years as identified in 18.03 a) – President or Vice President of OPSEU/SEFPO Leaves or 18.03 b) – Provincial Position/Executive Board Leave such leave shall be granted by the Employer, subject to

reasonable notice and service demands, and the Employee's position will be held until the conclusion of the leave.

18.04 Bereavement Leave

An Employee, who notifies the Employer as soon as possible following a death, will be granted bereavement leave as follows:

(a) Seven (7) consecutive days off without loss of regular pay from regularly scheduled hours in the event of the death of their spouse (including common law), child (including adoptives or step child), parent or siblings.

(b) Three (3) consecutive days off without loss of regular pay from regularly scheduled hours in the event of the death of their mother-in-law, father-in-law, grandparent, spousal grandparent, grandchild, brother-in-law and sister-in-law, son-in-law and daughter-in-law;

(c) Further, an Employee who notifies the Employer as soon as possible following bereavement will be granted bereavement leave for one (1) shift off without loss of regular pay from regularly scheduled hours for the purpose of attending the funeral of a relative not identified above. In this case, it is understood that the Employer may require the Employee to provide proof of attendance at the funeral.

The Employee may choose to retain up to two (2) days of the above entitlement, where applicable, to be requested at a later date, within one (1) year of the death, in order to attend matters relating to the burial or celebration of life.

There will be no loss of seniority to any Employee who accesses the Bereavement Leave.

18.05 Jury Duty

If an Employee is required to serve as a juror in any court of law, or is required by subpoena to attend a court of law (or coroner's inquest) as a witness in connection with a case concerning the Employer, the Employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to report for work on the day of such duty, provided that the Employee:

(a) Informs the Employer immediately upon being notified that the Employee will be required to attend court or the coroner's inquest;

(b) Presents proof of services requiring the Employee's attendance;

(c) Presents proof of attendance (provided the officer of the court will issue such proof of attendance).

18.06 Witness Duty

In addition to the foregoing (except for jury duty), where this occurs on an Employee's regularly scheduled day off or during their regularly scheduled

vacation, relative to witness duty, the Employer shall pay them at time and one half (1½) their regular hourly rate for all hours of required attendance considering a minimum of four (4) hours.

18.07 Pregnancy Leave

Applicable to both Full-Time and Part-Time Employees

(a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

(b) The Employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

(c) The Employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The Employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.

(d) An Employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit.

That benefit will be equivalent to the difference between eighty per cent (80%) of their average weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of sixteen (16) weeks.

The Employer will pay the Employee eighty percent (80%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance Benefits.

The Employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

18.08 Parental Leave

Applicable to both Full-Time and Part-Time Employees

(a) An Employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended by this provision.

(b) An Employee who has taken a pregnancy leave under Article 18.07 – Pregnancy Leave is eligible to be granted a parental leave in accordance with the *Employment Standards Act.* An Employee who is eligible for a parental leave that is the natural father or is an adoptive parent may extend the parental leave in accordance with the *Employment Standards Act.*

(c) The Employee shall be reinstated to their former position, unless that former position has been discontinued, in which case they shall be given a comparable job.

(d) An Employee who is on parental leave, as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits, pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit. For Employees who are approved for and in receipt of standard parental benefits, that benefit will be equivalent to the difference between eighty percent (80%) of their average weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. In no event will the top-up exceed the difference between eighty percent (80%) of the Employee's normal weekly earnings that they were receiving on the last day worked 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*. Such payment shall commence following completion of any one (1) week Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of twenty-one (21) weeks, unless the waiting period was already served during the pregnancy leave; in such instances, the maximum period shall remain at twenty weeks.

The Employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

18.09 Part-Time Leave

Part-time Employees may request in writing a leave of absence up to one (1) month whereby they would not be subject to the availability requirements set out in Article 31.03 - Part-time Scheduling. This request is a one time request per calendar year. The Employee shall provide the Employer with as much notice as possible but no less than sixty (60) days. Such request shall not be unreasonably denied.

Should an Employee request to cancel the leave, such request must be made prior to the publication of the next posted part-time schedule. On an exceptional basis, the Employer may approve leave requests for longer than thirty (30) days. The reason for the extended leave must be acceptable to the Employer.

18.10 Personal Leave of Absence

Written requests for a personal leave of absence without pay for periods in excess of fourteen (14) days and not to exceed twelve (12) months shall be considered on a case by case basis. Such requests shall be submitted with a minimum of thirty (30) days' notice of the commencement of the requested leave and such leave shall not be unreasonably denied.

Should an Employee request to cancel or end the leave early, thirty (30) days' notice shall be provided to return to their regular position.

18.11 Self-funded Leave

Permanent full-time Employees shall be eligible to apply for *Earned Deferred Leave* as outlined in the Human Resources Policy Manual.

## ARTICLE 19 – EDUCATION – MANDATORY IN SERVICE & RECERTIFICATION TRAINING

19.01 Employees who are required to attend training on a scheduled workday shall suffer no loss of pay or benefits. If such training is on an unscheduled workday the Employee shall be paid at time and one half (1½) their regular hourly rate for the full period they attend the training. With four (4) weeks advanced notice, the Employer may reschedule regular work assignments to coincide with training days.

## ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.01 Although there is no guarantee of hours, the scheduled hours of work for full-time Employees shall be an average of eighty (80) hours or eighty-four (84) hours in a two (2) week pay period.

20.02 (a) Full-Time Employees

Time and one-half (1.5) shall be paid to all full-time Employees for all hours worked in excess of the normal workday and the normal two (2) week pay period. Notwithstanding the provision for statutory holidays or the fact that, since Employees work a compressed workweek, they may work up to sixty (60) regularly scheduled hours in any one (1) week period.

(b) Part-Time and AEMCA Pending Employees

Time and one-half (1½) shall be paid to all part-time and AEMCA pending Employees for all hours worked in excess of the normal work day or in excess of sixty (60) hours in any one (1) week period or eighty-four (84) hours in any two (2) week pay period.

20.03 If an Employee is required to work beyond their normal end of shift time the Employee shall be paid at the overtime rate as follows:

| | | |
|---|---|---|
| 0 – 15 minutes | = | 0 minutes |
| 16 – 30 minutes | = | 30 minutes |
| 31 – 45 minutes | = | 45 minutes |
| 46 – 60 minutes | = | 60 minutes, and so on. |

20.04 An Employee who responds to an emergency call, that is a code 3 or code 4 (or, with Supervisor's approval, emergency coverage) prior to the commencement of their scheduled shift because they are already at the workplace and ready to work, shall be entitled to thirty (30) minutes pay at time and one-half (1.5). The maximum entitlement shall be thirty (30) minutes. When responding to such a call, the Employee deemed to be relieved shall suffer no loss of pay as a result of being relieved.

## ARTICLE 21 – WORKING FOR OTHER EMERGENCY MEDICAL SERVICES

21.01 Each Employee shall advise the Employer in writing if they are working full or part-time for any other emergency service and shall identify said service.

## ARTICLE 22 – BANKED TIME

22.01 Full-time Employees may elect to bank premium time in lieu of receiving pay in accordance with the appropriate article. Such time off must be taken at a mutually agreeable time. If the time is not taken then the Employee can request that some or all of the time be paid out on the last full pay period in March, June, period in December.

Should an Employee be on maternity and/or parental leave they may elect to carry over banked time beyond the last full pay period in December. The Employer will pay out any of this unused time on the next scheduled payout date (March, June, September, or if unused or unpaid will be paid out on the last full pay period in December) following their return from leave.

Pensionable hours cannot be banked.

## ARTICLE 23 – CALL-BACK

23.01 Where an Employee has completed their regularly scheduled tour and left their work station and is called in to work outside their regularly scheduled working hours, or where an Employee is called back they shall receive time and one-

half (1½) their regular straight time hourly rate for all hours worked prior to being released considering a minimum guarantee of four (4) hours.

23.02 Call-back pay shall cover all calls within the minimum four (4) hour period provided for above. If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second callback premium, but in no case shall an Employee collect two (2) callback premiums within one (1) such four (4) hour period.

23.03 In the event the call-back occurs on a paid holiday which is not the Employee's regularly scheduled shift the Employee shall be paid for all hours worked at two times (2X) for a minimum of four (4) hours.

## ARTICLE 24 – PAID HOLIDAYS

24.01 The following shall be recognized as holidays with pay: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

24.02 To be eligible for holiday pay an Employee must work their full scheduled shift preceding and following the holiday unless there is agreed upon written permission beforehand. Payment of the holiday is one day's pay at the Employee's straight time rate. When an Employee is on leave of absence without pay or sick leave without pay in excess of one month they shall not receive holiday pay during this period.

24.03 (a) Pay For Holidays Worked

Full-time and part-time Employees whose shift commences on a holiday shall receive payment at the rate of two times (2X) the Employee's regular straight time hourly rate for all hours worked. In addition, they will receive holiday pay for all hours worked that day.

(b) Pay For Holidays Not Worked

A full-time and part-time Employee who is not required to work on a holiday, shall be entitled to and shall be paid holiday pay. This pay shall be the daily average of the regularly scheduled three (3) preceding bi-weekly pays:

(i) They are not in receipt of WSIB or Long Term Disability benefits.

(ii) A full-time Employee who is entitled and is not required to work on a holiday shall be paid holiday pay. This pay shall be the daily average of the three (3) preceding bi-weekly pays, provided they are not in receipt of WSIB, Short Term Disability or Long Term Disability benefits.

(iii) A part-time Employee who is not required to work on a holiday but who is eligible for holiday pay shall be paid on the daily average of the three (3) preceding bi-weekly pays.

24.04 Full-time Employees will be entitled to one (1) additional floating holiday per year to be taken at a mutually agreeable time, subject to operational requirements.

24.05 Part-time Employees will be entitled to one (1) floating holiday per calendar year, upon the completion of twelve hundred and fifty (1250) hours worked in the previous year. This floating holiday will be granted effective January 1st of the following year and may be taken at a mutually agreeable time, subject to operational requirements. If the floating holiday is unused, it shall be paid out automatically on the last full pay period in December.

Those part-time Employees who qualify for the floating holiday must submit their request to take their floating holiday during the ten (10) days prior to the start of the scheduled period.

Requests to take the floating holiday will be considered in accordance with Article 31.08 – Vacation Scheduling in that the part-time requests for leave shall be included in the minimum of ten percent (10%) of the full-time complement rounded to the nearest whole person entitled to take vacation or banked credits on any given day. Approval will not be unreasonably denied, but requests beyond the ten percent (10%) as defined above will be considered.

Those part-time Employees who qualify for the floating holiday, but who have posted into a temporary full-time vacancy, shall be eligible to request to take the floating holiday in accordance with Article 31.08 – Vacation Scheduling and in accordance with the current practice established for floating holiday requests submitted by permanent, full-time Employees.

Those part-time Employees who qualify for the floating holiday, but subsequently post into a permanent, full-time vacancy through a job posting or rebid process prior to taking the floating holiday, shall have the floating holiday paid out during the pay period in which the effective date of transfer to permanent, full-time status occurs.

## ARTICLE 25 – VACATIONS

Eligibility and Entitlement

25.01 (a) Vacation Entitlements (Full-time)

For all full-time Employees, the determination of annual service for the purposes of calculating vacation entitlement shall have as its reference point the Employee's deemed seniority as determined by the Employer subject to Article 14 and expressed in months.

(b) Vacation Eligibility (Full-time)

Each full-time Employee shall be eligible for maximum vacation with pay based on the number of regularly scheduled hours normally worked and according to the following scale:

| | | |
|---|---|---|
| 0 -12 months | less than 1 year | 80 - 84 hours/ 2 weeks prorated |
| 12 months – 23 months | 1 year but less than 2 years | 80 - 84 hours/ 2 weeks |
| 24 months – 107 months | 2 years but less than 9 years | 120 - 126 hours/ 3 weeks |
| 108 months – 167 months | 9 years but less than 14 years | 160 - 168 hours/ 4 weeks |
| 168 months – 239 months | 14 years but less than 20 years | 200 - 210 hours/ 5 weeks |
| 240 months plus | 20 years or more | 240 - 252 hours/ 6 weeks |

(c) Vacation Entitlement (Part-time)

Part-time Employees will receive a percentage in lieu of vacation in accordance with the equivalent seniority as set out in the following scale:

| | |
|---|---|
| 0 – 4159 hours | 4% in lieu |
| 4160 – 18719 hours | 6% in lieu |
| 18720 – 29119 hours | 8% in lieu |
| 29120 – 41599 hours | 10% in lieu |
| 41600 hours plus | 12% in lieu |

25.02 Normal Deductions from Pay

All normal deductions made from an Employee's pay will be made from the vacation pay.

25.03 Vacation Owing On Termination

An Employee on cessation of employment shall receive earned vacation pay. Should the Employee have taken a vacation advance, the Employer shall deduct such amount from the Employee's final pay cheque.

25.04 Vacation Pay Calculation (FT)

Vacation pay for full-time Employees shall be based on the particular Employee's regular rate of pay effective immediately prior to the vacation period.

25.05 Maximum Unbroken Period (FT)

An Employee shall be entitled to receive all of their vacation entitlement in an unbroken period if s/he so chooses subject to Article 31.08 – Vacation Scheduling.

25.06 Approved Leave During Vacation

Where an Employee is hospitalized or is eligible for any other approved leave established to the satisfaction of the Employer during their vacation period, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, upon mutual agreement, either be added to the vacation period or be reinstated for use at a later date.

25.07 Vacation for Employees Changing Employment Status

When an Employee becomes a full-time Employee (FT), the Employer shall calculate appropriate seniority credit by expressing the Employee's part-time seniority in completed months and parts thereof and allow such Employee the appropriate vacation allowance for such time.

25.08 Unused Vacation Credits

Employees shall have the option of having their unused vacation credits paid out at the rate earned in the last pay of December or carrying these unused vacation credits over to the following year. Such payout, if elected, will be paid in the pay period in which December 31st falls. The maximum carryover is eighty – eighty four (80-84) hours of vacation credits and such credits must be used before April 30th of the next year.

Vacation Carryover

Any unused carryover vacation shall be paid out on the pay period after which the April 30th deadline has been passed and those hours will be paid at the rate at which they were earned.

Employee requests for vacation payouts or carry over shall be made in accordance with the process established by the Employer. Failing such indication, unused vacation credits shall be paid out.

25.09 Statement Of Sick Leave/Vacation/Banked Time

The Employer shall provide to each Employee who qualifies and requests, a detailed statement of their current sick leave banked time and vacation credits.

25.10 Vacation on Retirement

An Employee who is retiring with twenty (20) or more years of seniority shall be entitled to their full annual vacation allotment in the calendar year in which they retire, Article 25.03 – Vacation Owing on Termination does not apply.

25.11 Vacation credits do not accrue during periods of long-term disability leave and cease to accrue following seventeen (17) weeks of WSIB leave.

## ARTICLE 26 – HEALTH AND WELFARE BENEFITS

26.01 Comprehensive benefits booklets shall be made available online for all Employees covered by this agreement prior to the expiry of the Collective Agreement.

26.02 It is understood and agreed that the Employer is not an insurer as to any available, insurable benefits (LTD, Life, Dental, Extended Health, Accidental Death and Dismemberment, etc.) and that the exact coverage and payment of such benefits is governed by the terms of the particular policies of insurance in effect from time to time with the Carrier. The Employer is solely responsible for the payment of premiums as assessed by the carrier.

26.03 The Employer may at any time substitute another carrier for any Plan provided that the benefits provided thereby are substantially the same or superior. The Employer shall notify OPSEU/SEFPO Local 303 President or their designate of a carrier change.

The Employer shall endeavor to notify the OPSEU/SEFPO Local 303 President or their designate when the Employer becomes aware of any changes or amendments to the benefits before implementation of such changes.

26.04 Full-Time Employees

The Employer agrees to pay one hundred percent (100%) of the billed premium towards the premium coverage of eligible full-time Employees in the active employ of the Employer under the insurance plan set out below subject to their respective terms and conditions including any enrolment requirements.

(a) Personal Life Insurance – One and one half (1½) times basic annual salary to a maximum amount of one hundred and fifty thousand dollars ($150,000) rounded to the next highest one thousand dollars ($1000).

(b) Dependent Life Insurance – Spouse – ten thousand dollars ($10,000); Child – five thousand dollars ($5,000).

(c) Accidental Death and Dismemberment Insurance. Accidental death insurance is equal to Employee's Life Insurance. Disease and Dismemberment coverage is as detailed in the coverage handbook.

(d) Extended Health and Dental Care insurance to provide:

(The overall health deductible is nil)

- Semi-private hospital coverage
- Drug Plan – one hundred percent (100%) (drugs legally requiring a prescription by law)
- Vision Benefit – three hundred dollars ($300) every two (2) calendar years
- Extended benefits: Paramedical services one hundred percent (100%) coverage per benefit year, to a maximum of:
  - $1750 Physiotherapy/Athletic Therapy
  - $600 Chiropodist/Podiatrist
  - $600 Speech Therapy
  - $600 Osteotherapy
  - $600 Naturopath
  - $600 Acupuncture
  - $500 Occupational Therapy
  - $1000 Chiropractic
    - (Dependents max $800)
  - $1000 Massage Therapy
    - (Dependents max $800)
- Dental Plan: Major Services – Add coverage for Major Services (inlays, onlays, bridges and dentures), at fifty percent (50%) reimbursement up to an annual maximum of one thousand and five hundred dollars ($1500) per person, effective January 1st, 2013.
- Orthodontics – Add coverage for Orthodontics (including adult Orthodontics), at fifty percent (50%) reimbursement up to an annual maximum of one thousand and five hundred dollars ($1500) per person, effective January 1st, 2013.
- Custom orthotics/orthopedics one hundred per cent (100%) coverage up to four hundred dollars ($400) per benefit year
- Diabetic Supplies - coverage includes lancets, alcohol swabs, test strips, needles and dispensing fees.

(e) Short Term Disability seventy-five percent (75%) of weekly salary to a maximum of seventeen (17) weeks, with the following cap:

Effective upon ratification - $1483/week
Effective January 1st, 2024 - $1566/week
Effective January 1st, 2025 - $1600/week

Payable for up to seventeen (17) weeks, upon completion of the elimination period as follows:

Accident – 0 days
Hospitalization – 0 days
Eligible outpatient procedure – 0 days
Other outpatient procedures – 36 Hours
Illness – 36 hours

(f) Long Term Disability (LTD) – Seventy-Five percent (75%) of monthly salary to a maximum of 24 months, to start after a 119 day elimination

period, with a cap of $6000/month. Effective January 1st, 2025, cap of $6500/month.

(g) Travel Benefits (Out of Province/Country),

(h) The Corporation will pay for fifty percent (50%) toward the cost of premiums for prescription drugs (including diabetic supplies) and dental coverage, in accordance with the coverage provided to active Employees, for those Full-Time Employees who retire between the age of fifty-five (55) and sixty-five (65). To qualify for these benefits Full-Time Employees must be eligible for an unreduced pension and have worked for the Employer for a minimum of fifteen (15) years.

Full-Time Employees must purchase the benefits as outlined above within thirty (30) days of the date of retirement from the County under the condition that the Employee would be responsible for fifty percent (50%) of the cost of the premiums up to age sixty-five (65). Coverage shall cease on the last day of the month in which the Employee turns sixty-five (65). Benefit coverage also terminates in the event of the death of the retired Employee on the last day of the month of the death, where death precedes the Employees sixty-fifth (65th) birthday.

(i) Eye tests – Covered once every two (2) years unless covered in cost of eyeglass purchase.

(j) Hearing aids one hundred percent (100%) coverage with full replacements once every five (5) years, effective the first full pay period following ratification of the parties.

(k) Psychological Benefits – 100% up to a maximum of $2000 per benefit year and $900 per benefit year for dependents, effective upon ratification. Part-time staff: $1000/benefit year, effective upon ratification.

Psychotherapy – add to include Psychotherapy into the current Psychological benefit entitlement as approved by Manulife or the applicable benefit carrier, with respect to eligible practitioners.

26.05 Part-Time In Lieu of Benefits

Part-time Employees will receive five percent (5%) in lieu of benefits, effective upon ratification.

26.06 OMERS

(a) The normal retirement for all Employees shall take place on the first working day of the calendar month following the month in which the Employee reaches sixty-five (65) years of age.

(b) All Employees must participate in OMERS as of their first day of employment. The Employer and the Employee shall make equal contributions to the Ontario Municipal Employees Retirement System and to the Canada Pension Plan.

## ARTICLE 27 – MISCELLANEOUS

27.01 Union Communication with Members

The Union shall have the use of bulletin boards to be placed in mutually agreed upon locations for the purpose of posting Union notices, newsletters and educational material. At the time of posting the Union shall provide a copy of such notice to the Employer.

## ARTICLE 28 – COMMUNICABLE DISEASES

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

Paramedics who are under quarantine by order of the local Medical Officer of Health and not permitted to work as a result of an exposure during the normal performance of their duties at the County of Simcoe will be paid at their regular wage rate for a maximum of ten (10) calendar days. Any monies paid by WSIB or STD as a result of time lost during the quarantine shall be assigned to the County of Simcoe.

## ARTICLE 29 – PRINTING OF COLLECTIVE AGREEMENTS

29.01 The Employer and the Union agree to share equally the cost of printing sufficient copies of this Collective Agreement and commit to issuing to all current Employees the printed document within ninety (90) days of ratification. The parties will mutually agree on the format.

## ARTICLE 30 – LIABILITY INSURANCE

30.01 The Employer shall provide at no cost to the Employee, liability insurance coverage, as set out in the current summary of coverages document for errors and relating to its paramedics while on duty or under the direction of the Employer. The Employer confirms that, in the event an Employee is civilly charged while under the direction of the Employer, it is understood that the Employee will be saved harmless and indemnified from any monetary liability.

## ARTICLE 31 – SCHEDULING

NOTE: For the purpose of scheduling a "cycle" is a twenty-eight (28) day time frame comprised of two (2) full pay periods.

A "period" is a fourteen (14) day time frame that is one (1) full pay period.

In November of each calendar year the Employer will post the periods and cycles for the following calendar year.

In the event that a person does not answer their phone at their one primary contact number, provided to scheduling, the shift will be offered to the next eligible person.

An unanswered call will be counted as a shift offered. An Employee shall normally have a minimum of twelve (12) hours off between scheduled shifts.

31.01 Full-Time Scheduling

The Employer shall post the work schedule covering a twenty-eight (28) day cycle and the schedule shall be posted a minimum of twenty-eight (28) days in advance of its commencement. An operational online schedule that is accessible and updated will satisfy the forgoing requirement. Upon request each Employee will receive a master/perpetual work schedule for the year.

Each Employer initiated change to a fulltime Employee's schedule requires twenty-eight (28) days' notice and the Employee must be notified directly in a way that clearly outlines the change.

31.02 Full-Time Float Scheduling

Float Employees shall submit availability, for consideration, for a minimum of twelve (12) days per pay period, forty-two (42) days in advance of the start of the twenty-eight (28) day cycle to be scheduled. Float Employees will receive their schedule twenty-eight (28) days in advance of the twenty-eight (28) day cycle to be scheduled.

Float Employees shall be scheduled by seniority.

Float Employees shall submit their vacation request(s) as per the Vacation Article (31.08 – Vacation Scheduling). For Float Employees only, each single vacation day approved will result in a deduction of twelve (12) hours of vacation entitlement, and for one (1) week (Monday to Sunday) of approved vacation time will result in a deduction of thirty-six (36) hours of vacation entitlement. Each two (2) consecutive weeks (Monday to Sunday) of approved vacation will result in a deduction of eighty-four (84) hours of vacation entitlement.

31.03 Part-time Scheduling

Part-time scheduling will occur after the Float schedule is completed.

Part-time Employees shall submit availability for a twenty-eight (28) day cycle. Such availability will be submitted no later than forty-two (42) days prior to the first day of the cycle.

Part-time Employees' schedules will be posted a minimum of twenty eight (28) days prior to the start of any pay period for that entire pay period.

In each twenty-eight (28) day cycle, part-time Employees are required to be available for a minimum of seven (7) non-conflicting shifts of which three (3) must be night shifts. Peak shifts starting prior to fourteen hundred (1400) hours shall be considered in day shift availability.

Each part-time Employee shall ensure their submitted availability includes four (4) weekend shifts in each twenty-eight (28) day cycle.

Part-time Employees that have sixty (60) hours of scheduled work in any given pay period will not be obligated to take any more shifts in that pay period.

Part-time Employees shall be scheduled in a manner that is fair, reasonable, and consistent with the terms of this agreement.

Prescheduled shifts will be distributed evenly beginning with the most senior Employee until all prescheduled shifts are filled. For call-ins, the most senior Employee based on availability with the fewest number of shifts is called first.

Notifications of Employer initiated changes to schedules greater than seventy-two (72) hours from the shift start time will be communicated to the Employee via their County email address by directing the Employee to check their web portal to view the specific change to their schedule. In addition to the above, when the Employer initiates schedule changes with less than seventy-two (72) hours of the shift start time, the Employee will be called and provided with the specifics regarding the change. If the Employee does not answer their phone, a message will be left providing the specifics regarding the change. Leaving a voice mail in this regard will be deemed sufficient notification. It is the responsibility of the Employee to ensure that accurate and up-to-date contact information is provided to the Employer.

When scheduling shifts within thirty-six (36) hours of the start time of the shift, the Employer is required to confirm acceptance and a lack of acceptance will not be grounds for discipline.

Friday peak shifts and night shifts are considered weekend shifts. Shift definitions are as follows:

Day Shift: Any shift beginning before 10:00 a.m.

Peak Shift: Any shift beginning at or after 10:00 a.m. but before 5:00 p.m. and the majority of the shift occurs before midnight

Night Shift: Any shift beginning at or after 5:00 p.m.

31.04 Full-time Scheduling of Overtime

Overtime shifts will be distributed evenly beginning with the most senior Employee, the subsequent overtime shifts will be offered down the seniority list on a rotating basis and reset each year.

If the notice given to the Employer to fill such shifts is less than four (4) hours, operational requirements shall take precedence over equity.

31.05 No Call List

Should an Employee wish they may be placed on a "no call" list and the Employer shall not call that Employee for overtime shifts until the Employee removes themselves from the "no call" list. Operational exigencies may require these Employees to be contacted.

31.06 Paid Holiday Scheduling

When the Employer is aware of a vacant shift on a statutory holiday with more than three (3) days' notice, shifts shall be filled first with full-time Float Employees and then with part-time Employees, who have provided availability and who are currently eligible to work.

Should a part-time Employee provide availability to work that weekend, prescheduled shifts will not be a determining factor in awarding the stat.

Preference will be given to Float and part-time Employees who have been required to work on the shifts immediately prior to any given holiday or who are currently eligible to work. Should it be required, available regular full-time Employees will be offered these shifts by seniority who are currently eligible to work.

Scheduling can exchange one (1) prescheduled shift to accommodate the paid holiday.

31.07 Paid Duty Special Events Scheduling

When the Employer is requested to provide paramedic services for the purposes of medical care coverage twenty-one (21) calendar days or greater in advance of a paid duty special event, the opportunity will be posted, a minimum of fourteen (14) days in advance of the event. Such a posting will be for at least three (3) calendar days in duration and, include the hours of work, reporting location, and description of the duties. This will be open to the required number staff by seniority who are already scheduled to work the day of the event. Should notice of a paid special event be contracted with less than twenty-one (21) calendar days' notice a part-time Employee(s) will be offered the shift.

For the purposes of Special Event paid duty only, should the Special Event paid duty be less than the hours of the shift that was switched the Employee must submit a request for the use of leave credits, equivalent to the difference of the paid duty to the Employee's regular shift. Should a Paid Duty Special Event staffing require the scheduling of overtime, Article 31.04 – Full-Time Scheduling of Overtime shall apply.

Should the Special Event be subsequently cancelled or amended, or a Special Event contract is not received prior to the Event date, the Employer reserves the right to reassign staff to their original shift, and cancel any related staffing changes, including overtime shifts. The twenty-eight (28) day notice provision as identified will not apply.

For Clarity, a paid duty special event refers to events or mass gatherings where wages and other costs incurred by the County of Simcoe are reimbursed by a contracted agent.

Notwithstanding the above, this process will be applied when paramedic resources are dedicated to the following events:

- Promenade Days in Barrie
- Elvis Festival in Collingwood
- Scottish Festival in Orillia
- Mariposa Festival in Orillia
- Burl's Creek Events

31.08 Vacation Scheduling

The Employer confirms that a minimum of ten percent (10%) of the full-time complement rounded up to the nearest whole person shall be entitled to take vacation or banked credits on any given day. Requests beyond the ten percent (10%) will be considered.

Short notice book offs for vacation or banked time submitted within five (5) days of the requested time off will be subject to approval based on operational demand.

Short notice requests will not be unreasonably denied.

Requests to amend approved vacation must be submitted with greater than twenty-eight (28) days' notice and prior to the posting of the Float and Part-Time schedules for the relevant period.

Employees will request and commit to a minimum of seventy (70) per cent of their vacation entitlement inclusive of a) and b) below.

Paramedics shall be entitled to use their entire vacation allotment during the vacation bid. Should they require additional hours to create a full day they will

be permitted to use bank hours (provided they have sufficient hours readily available in their bank at the time of booking during the vacation bid).

*(for example should someone with three (3) weeks or one hundred and twenty six (126) hours of vacation they will be allowed to submit the eleventh ($11^t$) day of vacation provided they have sufficient bank time available)*

(a) Should a full-time Employee wish to use vacation time in the months of January or February they can request the time in writing prior to October 1st of the previous year. The Employer will approve or deny such requests on the basis of seniority no later than October 15th.

Once this process is complete time off requests using vacation during the months of January and February will be processed on a first come first serve basis.

(b) Once deployment changes have been finalized for a calendar year and if required, a rebid has been executed, the Employer will facilitate a vacation request process. This process will be done as soon as possible and no later than February 1st of the same calendar year. No Employee shall be offered vacation time until all staff senior to them have been offered the opportunity to request and commit to their vacation. This process will be a call out process similar to the one used for executing service wide rebids. As such, staff will make themselves available to be contacted or use a proxy for making the request and confirmation. Notice to the Employee of their approved vacation will be made as soon as possible within fourteen (14) days of the end of the vacation bid process. The above dates may be modified upon mutual agreement in years that the budget was not approved in time to facilitate the service rebid (full or partial) in the timelines specified above.

The Local Union agrees to provide Union executive Members to staff and run the vacation rebid process. The Employer agrees to pay for approved planning and execution time or to mutually agreed shift exchanges as required without incurring overtime. The Employer and the Union will attempt to resolve any disputes that result from the vacation rebid process.

Within fourteen (14) days of the completion of the vacation process, the Employer will send to each Employee a confirmation of their schedule for the calendar year that includes all approved vacation.

Once this process is complete time off requests using vacation credits or banked credits will be processed on a first come first served basis.

## ARTICLE 32 – ALLOWANCES

32.01 Breaks

The parties recognize that, due to the emergency nature of the service, it may not be possible to regularly schedule a break for Employees on shift.

Each Employee working a twelve (12) hour shift is entitled to two (2) thirty (30) minute breaks in a shift.

Any uninterrupted thirty (30) minute period spent at a station following the commencement of the break window shall be deemed to be a completed break. During the break window, breaks will take priority over day-to-day duties, i.e. station cleaning. In the event a major cleaning or duty is required to maintain operational readiness, Employees are required to contact their Supervisor and advise that they are unable to initiate their break at that time.

The first break window shall be within the third (3rd) and seventh (7th) hour from the start of their shift. The second break window shall be after the seventh (7th) hour from the start of their shift. The first and second breaks shall be non-consecutive with a minimum of sixty (60) minutes between the two breaks and no break shall start within one hundred and twenty (120) minutes of the end of their scheduled shift.

The Employee will initially self-advocate with dispatch to obtain each of their thirty (30) minute break periods. Should the Employee be unable to obtain their breaks, they shall notify their Supervisor. The Supervisor will then contact dispatch in an attempt to facilitate the scheduling of a break at the earliest opportunity.

The breaks will take place at the closest – or as otherwise directed by dispatch or the Supervisor – CSPS facility or Administration Centre, (this does not include a hospital facility) and the crew will remain available for calls as outlined in the Deployment Plan.

If either of these breaks are not completed within the Employee's regularly scheduled shift, such an Employee shall be entitled to a reimbursement of twelve dollars ($12.00) effective date of ratification, thirteen dollars ($13.00) effective January 1st, 2024 and fourteen dollars ($14.00) effective January 1st, 2025, per break period as a taxable benefit, and no receipts need to be submitted.

32.02 Uniform Allowance

1. At date of hire, the Employer agrees to provide at no cost / point deduction to the Employee, the following uniform items:

    - 6 regular shirts
    - 3 pants (cotton/poly blend)
    - 4 pairs of epaulettes
    - 1 paramedic belt
    - 1 parka with water-proof shell
    - 1 sweater

- 1 pair of safety footwear (summer or winter rated), up to a maximum of one hundred and seventy dollars, inclusive of taxes, upon receiving the appropriate claim form and purchase receipt.
- 1 paramedic cap
- 1 pair of gloves
- 1 toque
- 1 pair of safety glasses
- 1 badge and wallet

2. AEMCA pending Employees will receive an appropriate uniform issue upon hire.

3. Annually, full-time Employees are entitled to one (1) pair of either summer, winter or all season safety footwear, up to a maximum of one hundred and seventy ($170) inclusive of taxes, upon receiving the appropriate claim form and purchase receipt.

4. In the event an Employee requires special footwear in excess of one hundred and seventy dollars, the Employer will consider such requests on a case by case basis. Appropriate documentation will be required to substantiate such requests.

5. Each Employee shall maintain their uniform in a clean and presentable condition. Should the Employer deem that the uniform is not presentable, the Employer shall replace the required items and deduct the equivalent points from the Employee's point allotment.

6. When deemed necessary by the Employer, or upon proof of need – i.e. wear and tear, the Employer will replace individual articles from the initial allotment.

7. Significantly damaged items will be cleaned, repaired or replaced at the discretion of the Employer.

8. The uniform point system is based on one (1) point issued for each dollar of uniform value based on a calendar year from January to December.

9. In November of each calendar year, the employer will advise of the cost/points allotment as well as a list of items available. Employees shall annually be allotted enough points to provide for at least four (4) regular shirts and two (2) pants.

10. By December 15th of each year, every Employee must submit their annual uniform order. The annual uniform order must contain, at a minimum, one (1) pair of pants and two (2) shirts. In the event a uniform order is not placed, the requisite order will be placed on the Employee's behalf. (Referencing sizing information from previous year order). The cost/points for the mandatory uniform issue will be deducted from the annual allotment and the remainder can be used to purchase other uniform and

accessory items or can be carried over. Points shall not expire however an Employee may accrue a maximum of one thousand (1000) points.

11. Ad hoc uniform and accessory orders will be processed monthly.

12. At no time do accrued points equate to a monetary value available for payout either during, or at the time of cessation of employment.

13. Employees must return all issued branded uniform items, badge, ministry ID card, county passcard, and personal protective equipment (PPE), within two (2) weeks upon cessation of the employment relationship.

## ARTICLE 33 – WAGES

33.01 The Employer will pay wages as per the collective agreement every two (2) weeks by direct deposit no later than ten (10) days after the end of the pay period. Should the Employer wish to change the pay date they shall provide sixty (60) days' notice of any such change.

33.02 A shift premium of one dollar and twenty-five cents ($1.25) per hour shall be paid for all hours worked when the majority of those hours fall between fifteen hundred (1500) hours and seven hundred (0700) hours. This premium does not form part of an Employee's straight time hourly wage and shall not be deemed pyramiding.

33.03 (a) New Classification

When a new classification which is not excluded from the bargaining unit is established the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to permit the Union to make representation with respect to the appropriate rate of pay of the new classification. The request for such meeting shall be made within ten (10) days after the receipt of notice from the Employer. If the rate of pay is not resolved following such meeting the Union may refer the matter to arbitration as provided in the collective agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such other classifications. The Board of Arbitration (or the Arbitrator as the case may be) shall also have jurisdiction to determine retroactivity and/or the date upon which the new pay rate is/was effective.

(b) Substantial Changes to an Existing Classification

(i) When the Employer determines there has been substantial changes to an existing classification the Employer shall determine

the new rate of pay resulting from such substantial change and notify the Local Union of the same. If the Local Union challenges the new rate of pay resulting from such substantial change the process set out in Article 33.03 (a) – New Classification shall apply.

(ii) When the Union believes the Employer has made or intends to make a substantial change in the job content of an existing position (for some or all Members of that classification) or has or intends to introduce a new classification it shall notify the Employer that it desires a meeting to make representation regarding the substantial changes and/or new classification and the new rate of pay which should result from such substantial changes or new classifications. That meeting will take place within ten (10) days of such request unless the parties mutually agree to extend the time for such meeting. If the matter is not resolved following such meeting the Union may refer the matter to arbitration as provided in the agreement within fifteen (15) days of such meeting. The Board of Arbitration (or Arbitrator as the case may be) shall determine if the Employer has made a substantial change in the job content of an existing classification (for some or all Members of the bargaining unit) or has introduced a new classification. If the Board of Arbitration (or Arbitrator as the case may be) so determines the Board of Arbitration shall determine the new rate of pay which should result from such substantial change or new classification having regard to the duties and rates of pay for other classifications and or positions in the bargaining unit. The Board of Arbitration (or Arbitrator as the case may be) shall also have jurisdiction to determine retroactivity and/or the date upon which the new pay rate is/was effective.

33.04 Effective and retroactive to January 2nd, 2023 – two percent (2%) general wage increase to all steps on the grid and all classifications.

Effective January 1st, 2024 – two percent (2%) general wage increase to all steps on the grid and all classifications

Effective January 1st, 2025 – two percent (2%) general wage increase to all steps on the grid and all classifications.

## WAGE GRID

Primary Care Paramedic (PCP)

| | | | Pay Scale Level | | |
|---|---|---|---|---|---|
| **Date** | **Change** | **PSG** | **-S** | **01** | **02** |
| 1-Jan-22 | 1.20% | PCP | 38.90 | 39.91 | 40.96 |
| 1-Jan-23 | 2.50% | | 39.87 | 40.91 | 41.98 |
| 1-Jan-23 | 2.00% | | 40.67 | 41.73 | 42.82 |
| 1-Jan-24 | 3.50% | | 42.09 | 43.19 | 44.32 |
| 1-Jan-24 | 2.00% | | 42.93 | 44.05 | 45.21 |
| 1-Jan-25 | 2.00% | | 43.79 | 44.93 | 46.11 |

Part-time Employees will move through the pay grid based on their current seniority.

Advanced Care Paramedic (ACP) - (Based on PCP + 10%)

| | | | Pay Scale Level | | |
|---|---|---|---|---|---|
| **Date** | **Change** | **PSG** | **-S** | **01** | **02** |
| 1-Jan-22 | 1.20% | ACP | 42.78 | 43.92 | 45.05 |
| 1-Jan-23 | 2.50% | | 43.85 | 45.02 | 46.18 |
| 1-Jan-23 | 2.00% | | 44.73 | 45.92 | 47.10 |
| 1-Jan-24 | 3.50% | | 46.30 | 47.53 | 48.75 |
| 1-Jan-24 | 2.00% | | 47.23 | 48.48 | 49.73 |
| 1-Jan-25 | 2.00% | | 48.17 | 49.45 | 50.72 |

Part-time Employees will move through the pay grid based on their current seniority.

## ARTICLE 34 – DURATION AND RENEWAL

34.01 This agreement shall be effective from January 1st, 2022 to December 31st, 2025. If neither party serves notice to bargain in the ninety (90) day period preceding expiry, the agreement will be automatically renewed for a period of one (1) year.

34.02 The Union and the Employer agree to exchange proposals within thirty (30) days of either party serving notice to bargain. Further the Union and the Employer shall meet at the earliest mutually agreeable time available to initiate negotiations.

## ARTICLE 35 – CONDITIONS OF EMPLOYMENT

35.01 It is each Employee's responsibility pursuant to the *Ambulance Act* and Regulations to ensure that their qualifications are kept current and valid, including immunization certificates or medical proof of contraindication.

35.02 Copies of all renewals as referenced above must be submitted prior to individual expiry dates. Failure to provide proof in a timely manner may result in temporary or permanent layoff without pay.

35.03 The minimum standard for primary care paramedics will be as defined in the *Ambulance Act* and the Regulations thereto.

35.04 Annually, the Employer shall provide, alone or in conjunction with other training, one opportunity where CPR may be recertified at no cost to the Employee, subject to Employee unavailability due to an approved or legislated leave.

35.05 Movement between employment classifications is solely at the discretion of the Employer notwithstanding other provisions standing in this agreement.

35.06 Notwithstanding any legislated entitlement or restriction, it is agreed that the first time an Employee loses their driver's license ("F" classification) due to a matter arising out of the Highway Traffic Act, it will result in suspension without pay or benefits but will not be considered cause for discharge. However, should the circumstances surrounding the said suspension warrant more serious disciplinary action, the Employer reserves its rights under the Collective Agreement. If an Employee incurs a second loss of their driver's license that results in a suspension of more than two (2) years, termination of employment will result and such termination will be deemed as just cause.

35.07 The parties acknowledge the right of the Employer to recall staff or refuse leave due to operational needs.

35.08 An Employee who fails a requalifying paramedic examination shall be given a leave of absence without pay beginning with the date that such notice is effective and continuing for a maximum period of ninety (90) days to facilitate regaining their qualifications.

Dated at MIDHURST this 30th day of OCTOBER, 20 23.

| For the Employer | For the Union |
| --- | --- |
| | DocuSigned by: Cory Schepers 4A0A1B51A1174B0... 13 October 2023 \| 9:2 |
| | DocuSigned by: BD242B9F2169455... 13 October 2023 \| 4: |
| | DocuSigned by: D4725D347B0E423... 13 October 2023 \| 4:1 |
| | DocuSigned by: 94FC935EFC0A438... 16 October 2023 \| 7: |
| | Marc Casey |

# APPENDIX "A" - ESSENTIAL SERVICES AGREEMENT

AGREEMENT MADE PURSUANT TO THE AMBULANCE SERVICES COLLECTIVE BARGAINING ACT, 2001

Between:

THE CORPORATION OF THE COUNTY OF SIMCOE
("The Employer')

-and

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION,
AND ITS LOCAL 303

("The Union')

ESSENTIAL AMBULANCE SERVICES AGREEMENT

## ESSENTIAL AMBULANCE SERVICES AGREEMENT

WHEREAS the Employer and the Union are parties to a collective agreement effective the 6th day of July, 2001 to and including the 5th day of July, 2004 (the "Collective Agreement');

AND WHEREAS in accordance with Section 3 of the *Ambulance Services Collective Bargaining Act ('ASCBA'),* the Employer and the Union agree to the following Essential Ambulance Services Agreement (ESA').

### A. STRIKES AND LOCKOUTS

1. The Employer and the Union agree that there shall be no strikes or lockouts as defined in the *Labour Relations Act, 1995*, so long as the Collective Agreement between the parties continues to operate.

2. In the event of a strike or lockout, it is understood and agreed that Employees who are on strike or locked out shall not be entitled to pay, seniority or service accumulation during the period of the strike or lockout, except as otherwise provided herein with respect to essential services.

3. The cost of benefits for those Employees who actively participate in the strike, or who are locked out, shall be borne by the Union. The Employer shall in such circumstances continue coverage and invoice the Union accordingly, and the Union shall remit payment within sixty (60) days of the date of the invoice.

4. In accordance with section 15(2) of ASCBA the terms and conditions of the paramedics who perform services under the ESA shall be in accordance with those terms and conditions specified in the collective agreement between the parties. Where the terms and conditions of the collective agreement or any practice are inconsistent with this ESA (particularly, but in no way limited to, hours of work and scheduling) the provisions of this ESA shall govern.

5. The Employer agrees that the union dues deducted from the pay of each paramedic who works during the strike or lockout, pursuant to Article 7 – No Discrimination, shall remain the regular rate that was taken off before the legal strike ensued.

6. The Union agrees that there shall be no reprisals by the Union or its Members against paramedics because they are required to work during a legal strike or lockout. The Union further agrees that neither the Union nor its Members shall interfere with, or attempt to interfere with, the work as required by the ESA performed by the paramedics during a legal strike.

7. The Employer agrees that there shall be no reprisals by the Employer against paramedics because they are required to work during a legal strike or lockout, or who participate in a legal strike or lockout.

B. **MAINTENANCE OF ESSENTIAL SERVICES DURING A STRIKE OR LOCKOUT.**

8. The parties agree that this ESA describes the number of paramedics represented by the Union, which is minimally required to provide paramedic services at the Stations of the Employer in the case of a strike or lockout.

9. Paramedics required to perform services under this ESA are those persons employed by the Employer in the classifications of "Primary Care Paramedic" and "Advanced Care Paramedic" and who are represented by the Union.

10. The Union, on its own behalf and on behalf of its Members, agrees that in the event of a legal strike or lockout as defined in the *Ontario Labour Relations Act, 1995*, the essential services of the Employer, as set out in this provision, shall be maintained.

11. All full-time and part-time Employees shall work their regular scheduled shifts in accordance with the posted master schedule.

12. The parties agree that the dispatch of paramedic services, in the event of a legal strike or lockout, will be in accordance with the current operating procedures, practices and definitions of the Ministry of Health ambulance priority codes and dispatch from the Central Ambulance Communication Centre.

13. In the event that any bargaining unit paramedics are unable to work a scheduled shift due to medical illness or any other legitimate reason, the shifts will be filled by the Employer in accordance with Article 17 – Hiring, Promotions, Transfer & Staff Changes of the Collective Agreement between the parties.

14. The paramedics who are required to perform services under the ESA will perform all essential paramedic services and all other normal and customary duties of their position during a strike or lockout, except work specifically exempted under this ESA.

15. Code "1" routine deferrable transfer request will not be responded to, for the duration of the legal strike or lockout.

16. Bargaining unit Employees shall not be required to perform Code "0" calls or administration calls for the duration of the legal strike or lockout.

17. The Director of Paramedic Services (or designate) and the Local President of the Union (or designate) will liaise on any issue there may be with respect to a Code "2" dispatch of a paramedic services, provided it is understood that a Code "2" dispatch is not exempted under the ESA.

18. "Incidental work" for purposes of section 4(l) (c) (i) of ASCBA and "work that is performed on or in connection with paramedic services to protect health and safety" for purposes of section 4(l) (c) (ii) shall be any and all duties normally and customarily performed by Employees in the classification described in this ESA, as well as any other incidental work the paramedics are capable of performing other than work referred to in paragraph 19 below.

19. During a legal strike or lockout it is understood that paramedics are not required to perform the "deep cleaning" of ambulance vehicles which is currently performed on a weekly basis. Further, paramedics are not required to perform computer data entry or exterior cleaning of the ambulance vehicles during a legal strike or lockout other than normal and customary cleaning of emergency lights, tail lights and headlights on the ambulance vehicles, which shall continue to be performed. Further, paramedics are not required to perform routine cleaning during a legal strike or lockout other than the normal and customary removal of garbage, which shall continue to be performed. Notwithstanding the above, should the Corporation of the County of Simcoe be issued an order by a Ministry official, the work will be performed by the paramedics.

20. During a legal strike or lockout, the County of Simcoe emergency vehicles shall be able to pass through picket lines without stopping.

21. During a legal strike or lockout, management or Supervisors shall be able to work bargaining unit scheduled shifts and bargaining unit overtime shifts subject to item #13 relative to the provisions of the Collective Agreement.

22. Bargaining unit Employees shall not be required to work overtime shifts for the duration of the legal strike or lockout except in a Declaration of Emergency Service.

23. During the period of the strike or lockout, bargaining unit Members shall not be required to precept students or have third party ride along in an emergency vehicle unless otherwise specified in legislation.

## C. DECLARATION OF EMERGENCY SERVICE

24. In the event of an anticipated or declared emergency, the Director of Paramedic Services/designate may declare the use of mandatory overtime. Mandatory overtime or extra shifts will be compensated in accordance with the Collective Agreement.

25. Discipline of any bargaining unit Employee for failure to respond to any emergency declaration will be in accordance with the Collective Agreement between the parties.

26. The parties agree to continue bargaining at mutually accepted times and places following the commencement of a legal strike or lockout. At any time during the first fifteen (15) days of such strike or lockout, the parties may mutually agree to submit their differences to binding arbitration. In any case, the parties agree that should they fail to reach a Collective Agreement within fifteen (15) days they will submit their remaining differences to binding arbitration. In both cases described above, the parties will either mutually agree on an Arbitrator, or request the Minister to appoint same.

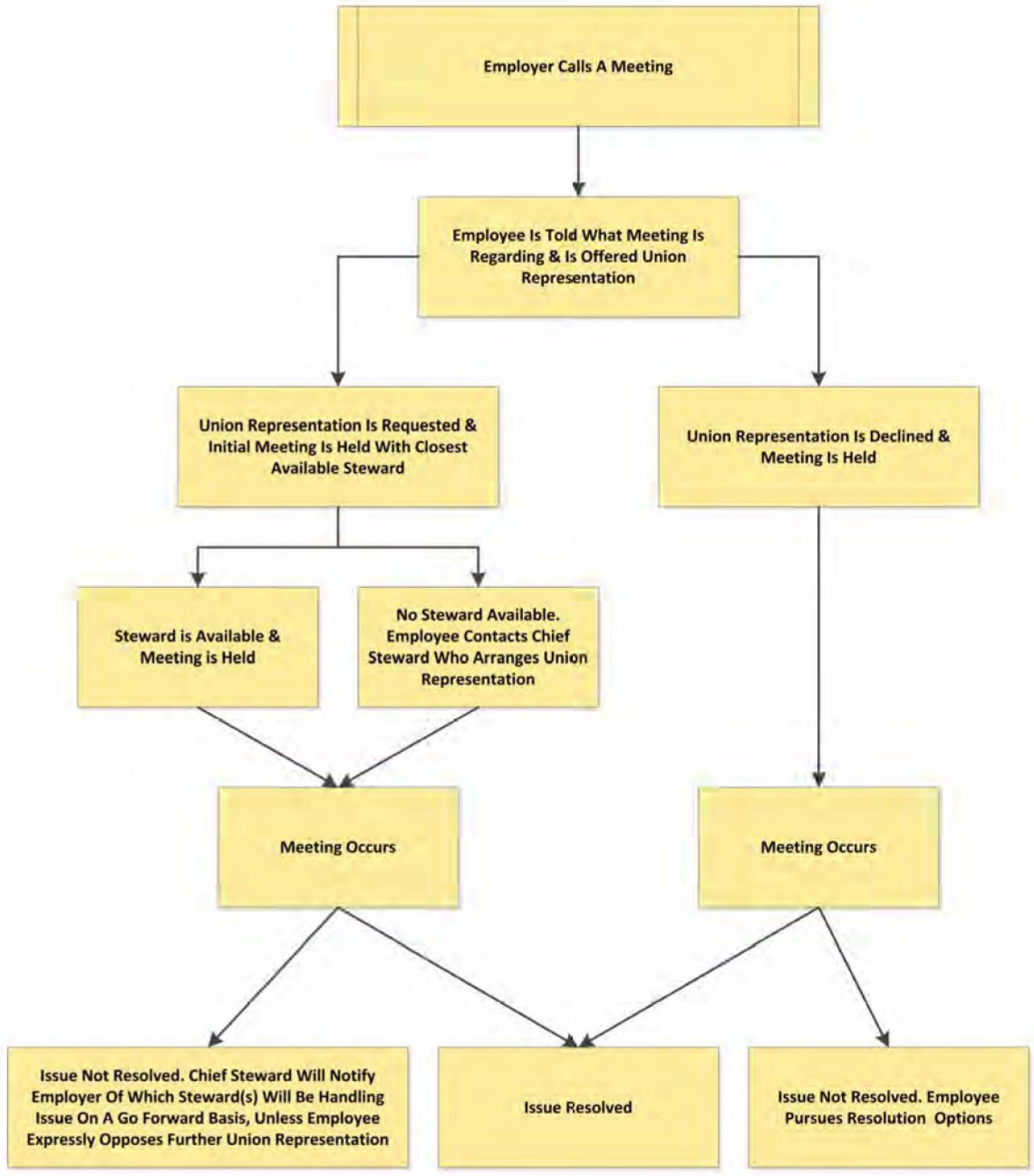
The Arbitrator shall meet with the parties as soon as possible thereafter, and in any case, render their decision within forty-five (45) days of the date they are appointed. Finally, the parties agree that upon mutually agreeing to binding Arbitration within the first fifteen (15) days of the strike or lockout or at the latest upon reaching fifteen (15) days following the commencement of the legal strike or lockout the parties agree the strike or lockout will be immediately ended and the Employees returned to work under the terms and conditions of the former Collective Agreement until a new Collective Agreement has been concluded.

Dated at MIDHURST this 30th day of OCTOBER, 2023.

| For the Employer | For the Union |
| --- | --- |
| | DocuSigned by: Cory Schepers 4A0A1B51A1174B0... 13 October 2023 \| 9:2 |
| | DocuSigned by: BD242B9F2169455... 13 October 2023 \| 4: |
| | DocuSigned by: D4725D347B0E423... 13 October 2023 \| 4:1 |
| | DocuSigned by: 94FC935EFC0A438... 16 October 2023 \| 7: |

# APPENDIX "B"

## Letter of Understanding
## Union Stewards – Article 10.01



# LETTER OF UNDERSTANDING #1 - SERVICE WIDE REBID

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

Whereas it is agreed by the parties that this Letter of Understanding shall not result in an unintended layoff of any Employee and further that management rights will be maintained as outlined below. AND WHEREAS the Employer and the Union have mutually expressed concerns with the postings of vacated positions, new positions and the addressing of redeployment.

The Employer and the Union hereby establish a working document to address these issues.

The Parties hereby agree as follows; either party may choose to dissolve this Letter of Understanding upon the provision of written notice, which will then be effective 90 calendar days from receipt of the notice. The current language of the Collective Agreement and its associated past practices will then apply.

1. Rebid Consideration

   Factors that will be considered in deciding whether a service-wide rebid is required will include staff displacement, such as but not limited to: permanent Geographical displacement, twelve (12) hour cars becoming twenty four (24) hour cars (or vice versa), significant changes in start time (greater than a one hour change), significant changes in duties.

   Should the parties determine that a service wide rebid is required, then the effective date of the rebid will be the first day of a fourteen (14) day pay/schedule period as early in the calendar year (normally in March) as practicable. The Employer agrees that all deployment changes will ideally occur on the same day as the rebid's "effective date". That date will be provided in the notifications associated with the rebid. Upon mutual agreement an augmentation may be implemented without invoking a rebid throughout the year.

2. Rebid Processes

   a) The local union agrees to staff and execute the rebid processes. The Employer agrees to pay, without incurring overtime, for reasonable

planning and execution time or mutually agreed shift exchanges as required.

b) A notification email will be sent out by the Employer advising that a rebid will occur including the specifications and timelines for such a rebid.

c) Employees participating in a Rebid process must provide their contact information or proxy information as outlined in the notification email.

d) Employees will be contacted in order of seniority to select a position within their current classification in CSPS.

e) Once an Employee has accepted a position they will not be able to change their selection.

f) The Employer will provide the Union with a full list of available bid opportunities. Part-time and full-time seniority lists effective the last day of the pay period preceding the rebid, lists of staff working on the day(s) of the rebid, and any other information required to run the rebid effectively.

g) If an Employee elects to change from full-time to part-time status they may do so during the rebid process. This status change from full-time to part-time will occur on the effective date of the rebid.

h) Employee requests to change classification will be emailed to the Employer prior to the rebid process and shall not be unreasonably denied.

i) Employees will be contacted in order of seniority and will have a maximum of fifteen (15) minutes to make a decision. Failure to respond within fifteen (15) minutes shall result in the Employee missing their opportunity by their seniority ranking. The rebid will continue until the missed Employee calls in and they will have their opportunity to bid at that time, based on the remaining positions. Should they fail to call they will be assigned a vacant position at the end of the process. Special consideration shall be extended to those on shift for CSPS during the rebid process.

Dated at MIDHURST this 30th day of OCTOBER, 2023.

| For the Employer | For the Union |
| --- | --- |
| | DocuSigned by: Cory Schepers 4A0A1B51A1174B0... 13 October 2023 \| 9:2 |
| | DocuSigned by: BD242B9F2169455... 13 October 2023 \| 4:1 |
| | DocuSigned by: D4725D347B0E423... 13 October 2023 \| 4:1 |
| | DocuSigned by: 94FC935EFC0A438... 16 October 2023 \| 7:4 |

# LETTER OF UNDERSTANDING #2 - JOB SHARING TRIAL

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

1. The parties agree to initiate a Job Sharing Trial in accordance with the following general principles. The conditions and terms of this agreement are without prejudice and without precedence to any matter or outstanding grievance.

2. Job Sharing is defined as an arrangement whereby two full-time Employees in the same classification share the hours of work of what would otherwise be one (1) full-time position. For clarification, this arrangement shall not be available for any Employees currently participating in the following assignments: Community Paramedic, Incident Response Unit, Acting assignments.

3. The Employees involved in a job sharing arrangement will be classified as part-time Employees for the duration of the job share, but the position being job shared will remain full-time.

4. A maximum of two (2) job sharing arrangements will be available. Annually full-time Employees may propose their intention to enter into a job share arrangement. Such proposals will be submitted no later than November 15th for consideration in the following calendar year, to begin the first full pay period in March. Job sharing arrangements will be finalized as soon as operationally feasible. If no suitable job share agreement can be reached, then the requesting full-time Employee(s) shall retain their full-time positions(s).

5. For clarification, seniority will be based on the individual seniority of each applicant to the job sharing arrangement.

6. The Employees involved in the job sharing shall have the same rights and benefits afforded to part-time Employees. For clarity, job sharing participants will have their vacation entitlement prorated upon the start date and end date of the job sharing arrangement and any required adjustments such as claw back of overused vacation or payout of unused vacation will occur prior to the commencement of the job sharing. At the commencement of the job sharing arrangement and thereafter until the conclusion of the job sharing arrangement,

the Employees shall receive vacation pay in lieu in accordance with Article 25.01 – Vacation – Eligibility and Entitlement.

7. Job sharing participants retain their seniority accrued to the date of entry into the arrangement and thereafter accrue seniority based on their part-time status in accordance with hours worked as described in Article 14.02 (a) - Seniority.

8. The full-time position of the most senior Employee participating in the job sharing arrangement shall be the position that becomes shared. Schedules will be agreed upon between the Employer and the participants of the job share for the duration of the job share at the beginning of the job share arrangement.

9. The vacant full-time position of the most junior Employee in the initial job sharing arrangement shall be filled on a temporary basis for the duration of the job share.

10. In the event one of the job sharing participants wished to terminate the arrangement during the job sharing cycle, they must give forty-five (45) days' notice to the Employer and their job share partner, the junior job sharing participant shall be returned to their full-time position. The Employer shall give any Employees in a temporary full-time position associated with this job share at least twenty-eight (28) days' notice of the end of the temporary assignment.

11. This Trial shall run for the duration of the collective agreement at which time the parties shall reassess this initiative. This agreement is without prejudice to any position that either party may take with respect to this issue in future negotiations.

12. Job sharing participants shall be eligible to be assigned additional shifts that become available outside of their job sharing arrangement after said shift(s) have been offered to all regular part-time Employees. For clarity, Employees participating in a job sharing arrangement shall only be eligible to receive overtime pay as a part-time Employee in accordance with Articles 20.02 b) – Part-Time and AEMCA Pending Employees, 20.03, and 20.04.

13. Job sharing participants are eligible for shift exchanges inside or outside of the job sharing position.

14. Job sharing participants will not be eligible to apply for temporary full-time positions while in a job sharing arrangement.

15. The Employees participating in the job share agreement shall have the same rights and conditions of employment for part-time Employees under the collective agreement, unless otherwise outlined herein.

Dated at MIDHURST this 30th day of OCTOBER, 20 23 .

| For the Employer | For the Union |
| --- | --- |
| | DocuSigned by: Cory Schepers 4A0A1B51A1174B0... 13 October 2023 \| 9:2 |
| | DocuSigned by: BD242B9F2169455... 13 October 2023 \| 4: |
| | DocuSigned by: D4725D347B0E423... 13 October 2023 \| 4: |
| | DocuSigned by: 94FC935EFC0A438... 16 October 2023 \| 7: |
| | |
| | |

## LETTER OF UNDERSTANDING #3 - INCIDENT RESPONSE UNIT (IRU)

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

WHEREAS the Employer wishes to outline the specifics regarding the Incident Response Unit (IRU) both parties agree as follows:

1. The IRU will consist of Advance Care Paramedics and Primary Care Paramedics who are provided with training in various incident response specialty skill sets that may include Chemical, Biological, Radiological, Nuclear, Explosive CBRNE and/or Tactical paramedic care.

2. Should any issues arise with respect to the IRU, both Parties agree to bring forward the concerns for discussion.

3. In filling vacancies or where additions to the IRU team may be required, the Employer will determine the selection process and will advise the Union prior to any fundamental changes being implemented to the current process, where applicable.

4. The County agrees to pay an annual stipend to all active members of the IRU of 1.75% of their current base salary. This stipend shall be paid out on the last full pay period in December of each year. Base salary is an Employee's current base hourly wage rate multiplied by their scheduled base hours for the year. The parties agree that if an Employee is on an extended leave of absence, the stipend may be prorated.

5. If the Employer wishes to modify or reduce the size of the IRU the Employer will notify the Union with lead time that facilitates staff reassignment which may occur through a rebid or enhancement. All members of the IRU who will be affected by changes outlined above will have a minimum of 56 days' notice prior to implementation.

6. Should a member of the IRU leave the team for any reason, they shall remain a part of the IRU team, provided they meet the minimum requirements, until they successfully bid into a permanent position outside of the IRU.

7. Being a member of the IRU will not be a factor in differentiating between staff in the event of a layoff. In the event of a layoff, Article 15 – Layoff and Recall and Redeployment - shall apply.

8. Any issues regarding Decertification, Deactivation or Reclassification will be as per the Collective Agreement.

9. Notwithstanding any awards, agreements or language in the Collective Agreement, IRU members may be required to attend training on regularly scheduled days off at straight time. In facilitating this, the Employer acknowledges that IRU members are entitled to 28 days' notice of a change in schedule. Further, the Employer agrees that in any given 28 day period no member of the IRU will be required to work more than the 168 hours regularly required. This means that IRU members may have to accept schedule changes and hours of work changes to facilitate this mandatory training.

10. It is understood that IRU members may receive uniform allotment and personal equipment that varies from those outlined in the Collective Agreement. The Union executive shall be notified of any variances from the standard uniform issue.

11. Unless otherwise specified in this LOU, members of the IRU will retain all of the rights and entitlements as outlined in the Collective Agreement.

Dated at MIDHURST this 30th day of OCTOBER, 2023.

For the Employer

For the Union

DocuSigned by:
Cory Schepers
4A0A1B51A1174B0...
13 October 2023 | 9:2

DocuSigned by:
BD242B9F2169455...
13 October 2023 | 4:

DocuSigned by:
D4725D347B0E423...
13 October 2023 | 4:1

DocuSigned by:
94FC935EFC0A438...
16 October 2023 | 7:

## LETTER OF UNDERSTANDING #4 - COMMUNITY PARAMEDICINE PROGRAM

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

WHEREAS the Employer wishes to outline the specifics regarding the Community Paramedicine Program, both Parties agree as follows:

1. The Employer will provide training through their internal Community Paramedicine program and/or through a partnership with various Education Providers, where applicable.

2. Full-time and Backfill positions shall be available per budget approval and shall only be available to Full-time, PCP Employees. The Employer shall solicit interest to the Community Paramedic program via a job posting process.

3. The qualification process shall include a written exam with a pass rate of seventy percent (70%), successful completion of an interview, and a discipline free record.

4. In filling the vacancies, positions will be offered as per the selection criteria established in paragraph #3, in order of seniority.

5. The training component of this program is mandatory and shall be as determined by the Community Paramedicine Education provider. The Employees participating in this training program shall be responsible for their own transportation to and from the education facility and such location shall be deemed their work location while so assigned. The parties agree that the twenty-eight (28) day notice provision under Article 31.01 may be waived to accommodate the College training schedule. In the event the location is outside of the Greater Toronto Area, the Parties will meet to discuss the terms of transportation and/or accommodation.

6. Any ongoing training requirements shall be in accordance with Article 19.01 - Education - Mandatory in Service & Recertification Training of the collective agreement.

7. Employees participating in this training program shall retain their permanent position until the successful completion of all education components, as determined by the Education provider. Should an Employee be unsuccessful in completing these components, they shall return to their permanent position.

Following the successful completion of the training program, the Employees in the Full-time Community Paramedic positions shall be confirmed into the Community Paramedic positions, and shall forfeit their permanent position within regular Operations.

8. It is understood and agreed that incumbents in the Backfill positions shall return to their permanent position upon the conclusion of the training and shall be scheduled into the Community Paramedic position when coverage is required. The parties agree that the twenty-eight (28) day notice provision under Article 31.01 - Full-Time Scheduling may be waived at the Employee's consent. Further, for the incumbents in the Full-time positions, requests for banked time or vacation days within fourteen (14) days will not be granted without mutual agreement.

9. Further to the above, Community Paramedics may be requested to rotate based on mutually agreeable shift trades with other Community Paramedic positions, on an as needed basis, in order to maintain clinical competencies.

10. The Employer agrees to pay, an annual stipend of 1.75% of their current PCP base salary, payable on the last full pay period in December. That base salary constitutes the Employee's base hourly wage rate for all scheduled hours (which also includes all approved paid leave i.e. vacation, sick, banked time), following the completion of the training program. The parties agree that if an Employee is on an extended unpaid leave of absence, or in a backfill capacity, the stipend will be prorated based on actual hours worked in the Community Paramedic role.

11. The parties agree and understand that the primary responsibility of these positions is mobile emergency response, in accordance with the Ambulance Act, and CSPS policies and procedures, unless these positions become assigned to a dedicated CP vehicle.

12. Should a vacancy occur within a Community Paramedic position throughout the year, the position will be offered to the most senior trained Backfill Community Paramedic.

13. Should an Employee resign to obtain employment with another emergency service during the first year, notwithstanding any statutory entitlement, the Employee shall repay to the Employer six thousand dollars ($6,000). The debt owed will be prorated based on the number of completed months the Employee has fulfilled in the position within the one year period. For clarity, the one year period shall begin following the completion of the education period, once the Employee commences in the CP role.

14. The contents of this LOU are without prejudice or precedent to either parties' position in the negotiation of a subsequent agreement either within the Collective Agreement or other agreement surrounding this position or any other position or classification.

15. The Employees selected for these positions shall have the same rights and conditions of employment under the collective agreement, unless otherwise outlined herein.

Dated at MIDHURST this 30th day of OCTOBER, 2023.

| For the Employer | For the Union |
| --- | --- |
| | DocuSigned by: Cory Schuyers 4A0A1B51A1174B0... 13 October 2023 \| 9:2 |
| | DocuSigned by: BD242B9F2169455... 13 October 2023 \| 4:1 |
| | DocuSigned by: D4725D347B0E423... 13 October 2023 \| 4:1 |
| | DocuSigned by: 94FC935EFC0A438... 16 October 2023 \| 7: |

## LETTER OF UNDERSTANDING #5 - INTERPRETATION ON ARTICLE 20.02

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

WHEREAS the Parties discussed and came to an agreement on the interpretation of Article 20.02 – Full-Time Employees, and in accordance with the past practice;
The Parties hereby agree as follows:

1. Such Memorandum of Agreement shall be without prejudice or precedent.

2. It is clarified and understood that a full-time Employee who has approved time off for Vacation, Banked time, Sick, or Union Leave is deemed to have worked those hours for the purpose of this article. Therefore, should an Employee receive a call to work an extra shift over and above their regular schedule in the same pay period as such time off, they will receive premium time in the amount of time and one-half (1.5) to do so. This includes a shift on the same day as the approved leave (with the exception of sick time) and in some circumstances may even be the same shift that was previously approved off.

3. It is agreed that should any issues arise out of the application and/or interpretation of this Letter of Understanding, they shall be brought forward for discussion between the Parties.

Dated at MIDHURST this 30th day of OCTOBER, 2023.

| For the Employer | For the Union | |
|---|---|---|
| | DocuSigned by: Cory Schuepers 4A0A1B51A1174B0... | 13 October 2023 \| 9:25 |
| | DocuSigned by: BD242B9F2169455... | 13 October 2023 \| 4:1 |
| | DocuSigned by: D4725D347B0E423... | 13 October 2023 \| 4:12 |
| | DocuSigned by: 94FC935EFC0A438... | 16 October 2023 \| 7:4 |

## LETTER OF UNDERSTANDING #6 - DEDICATED PART-TIME SCHEDULES

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

WHEREAS the Employer has reviewed the recurring vacancies in the schedule based on predictable peak vacation periods and anticipated periods of upstaffing;

The Parties agree as follows:

1. The Employer may post dedicated part-time schedules throughout the year in accordance with Article 4.02 – Part-Time Employee (PTE) as it pertains to hours of work.

2. These dedicated part-time schedules shall be booked up to a maximum of sixty (60) hours per pay period.

3. Only part-time Employees shall be eligible to apply to these schedules.

4. Employees who post into these dedicated part-time schedules shall not be subject to the availability requirements as outlined in Article 31.03 Part-time Scheduling.

5. It is understood that some shifts may be scheduled for eight (8), ten (10) hours, or twelve (12) hours at the Employer's discretion.

6. Employees who post into these dedicated part-time schedules may elect to be scheduled for additional shifts beyond the dedicated schedule, based on their submitted availability; however overtime shall only be incurred in accordance with Article 20.02 – Full-Time Employees. It is understood that for an accepted shift, the regular hours of that shift become the normal workday for that shift.

7. These dedicated part-time schedules shall be posted internally. Full-time Employees may request to transfer to part-time status in accordance with Article 17.03.

8. In filling the posted vacancies, selection shall be based on seniority in classification. Employees who accept such a vacancy shall occupy the dedicated part-time schedule until such schedule comes to an end. It is understood that part-time Employees who are working in a dedicated part-time schedule shall not

be precluded from applying to a temporary, full-time or permanent, full-time position.

9. Shift swaps between Employees with differing daily work hours will not incur overtime. Those Employees who have banked time or vacation time available may use hours to avoid loss of earning from their regular schedule.

Dated at MIDHURST this 30th day of OCTOBER, 2023.

For the Employer

For the Union

DocuSigned by:
Cory Schuepers
4A0A1B51A1174B0...
13 October 2023 | 9:2

DocuSigned by:
BD242B9F2169455...
13 October 2023 | 4:

DocuSigned by:
D4725D347B0E423...
13 October 2023 | 4:

DocuSigned by:
94FC935EFC0A438...
16 October 2023 | 7:

# LETTER OF UNDERSTANDING #7 - CONTINUING EDUCATION

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

WHEREAS the Parties wish to set out the terms regarding mandatory, annual Continuing Education (CE), the Parties hereby agree as follows:

1. Continuing Education shall consist of components provided by CSPS for completion by Paramedics employed by the CSPS. CE components may consist of any combination of didactic, field and/or online delivery methods. Base Hospital education/certification requirements are outside of this agreement.

2. CE Components shall consist of eight (8) to twelve (12) hours. Annual CE will be comprised of multiple components each year. Full-time Employees who are required to attend training on a scheduled workday shall suffer no loss of pay or benefits. If such training is on an unscheduled workday the Employee shall be paid at time and one half (1.5x) their regular hourly rate for the full period they are required for the training. Due to operational demand, it is recognized that a maximum of up to two (2) Employees at regularly scheduled time may be required. Any requests above this threshold will only be considered on a case-by-case basis. Employees shall be made aware of all available training dates and will provide preference for regularly scheduled or unscheduled workday attendance. Preference shall be given based upon seniority as training is assigned. In the event the maximum attendance has been met for all regularly scheduled dates available, the Employee may be required to complete the training on an unscheduled workday where they will be compensated at the overtime rate. Available dates shall be posted by the employer and selections must be made within the established deadline.

3. Part-time Employees shall be scheduled for training by the Employer, with their availability and preference for regularly scheduled or unscheduled workday attendance in accordance with Article 31.03- Part-Time Scheduling of the collective agreement.

4. Paramedics are required to complete all assigned CE annually.

5. By the end of the year, approved CE training must be completed and submitted as per the qualification submission process established by the Employer.

6. To ensure staff understand and are current on new procedures or equipment, there will from time to time be the requirement for staff to review training while on duty, but not part of CE. This training may be provided online or by other means.

Dated at MIDHURST this 30th day of OCTOBER, 2023.

| For the Employer | For the Union | |
|---|---|---|
| | DocuSigned by: Cory Schepers 4A0A1B51A1174B0... | 13 October 2023 \| 9:25 |
| | DocuSigned by: BD242B9F2169455... | 13 October 2023 \| 4:1 |
| | DocuSigned by: D4725D347B0E423... | 13 October 2023 \| 4:12 |
| | DocuSigned by: 94FC935EFC0A438... | 16 October 2023 \| 7:4 |

# LETTER OF UNDERSTANDING #8 - SPECIAL EVENTS TEAM

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

WHEREAS Paramedic Services are asked to support local community and special events with Paramedic presence and provision of medical services on an ongoing basis;

AND WHEREAS the Employer is looking to streamline the approach to scheduling these community events in order to minimize impact to operations and create opportunity for staff;

The Parties agree as follows:

1. The Employer will look to develop a team of paramedics that will be dedicated to attending certain community events and complete the following tasks along with the provision of medical care, as required:

    - Operate equipment such as Mobile Command, UTV, UTV trailer, bikes and other event equipment;
    - Engage in public and community relations while representing Paramedic Services at events; and
    - Demobilize, clean and re-stock equipment and vehicles following the event.

2. Mobilization of this team will be determined based on event requirements as determined by the Employer and/or at the request of the Event Organizer.

3. On an annual basis, opportunities to participate on this community event team will be posted and shall be available to all Employees. Selections shall be made on a seniority basis.

4. As early as possible in advance of the event, trained staff will be offered community events that fall outside their regularly scheduled shifts on a fair and equitable basis. For clarity, Special Events scheduling will be offered to FT staff at overtime before being offered to PT staff.

5. Should the community event be subsequently cancelled or amended, the Employer reserves the right to reassign staff to their original shifts, and cancel

any related staffing changes, including overtime shifts. The twenty-eight (28) day notice provision as identified will not apply.

6. For Clarity, a paid duty special event refers to events or mass gatherings where wages and other costs incurred by the County of Simcoe are reimbursed by a contracted agent.

7. While LOU #9 is in effect it shall replace Article 31.07.

Dated at MIDHURST this 30th day of OCTOBER, 20 23 .

| For the Employer | For the Union |
| --- | --- |
| | DocuSigned by: Cory Schepers 4A0A1B51A1174B0... 13 October 2023 \| 9: |
| | DocuSigned by: BD242B9F2169455... 13 October 2023 \| 4: |
| | DocuSigned by: D4725D347B0E423... 13 October 2023 \| 4: |
| | DocuSigned by: 94EC935EEC0A438... 16 October 2023 \| 7: |

# LETTER OF UNDERSTANDING #9 – HOURS OF WORK

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

WHEREAS the above noted parties agree to define the terms of the hours of work, rest periods, and overtime provisions for Paramedic staff;

AND WHEREAS the parties agree that the terms of this Letter of Understanding form part of the attached Collective Agreement (the "Agreement");

AND WHEREAS the Parties herby agree to the following terms with respect to hours of work, rest periods and overtime:

1. The Employer and the Union agree to work cooperatively to assure the maintenance and integrity of the bargaining unit and its membership.

2. This Agreement is designed to assist the Employer and the Union to reduce the risk of violation of Hours of Work as defined within the Ontario *Employment Standards Act, 2000*, as amended ("ESA"), and also to reduce the overall risk(s) associated with working excessive hours.

3. The Employer agrees that Paramedics will not suffer loss of benefits and/or loss of current hourly wage rates by the implantation of defined hours of work and overtime.

4. The Parties agree that all Paramedics will be assigned hours of work in accordance with the Scheduling Article of the collective agreement.

5. With respect to hours free from work, the Parties agree that s. 4(2) of O Reg 491/06 shall apply instead of Section 18(1) of the ESA and that the Employer shall give all Paramedics a period of at least eight (8) consecutive hours free from performing work in each day.

6. The Parties agree that all Paramedics may be scheduled beyond eight (8) hours in a work day up to a maximum of twelve (12) hours, notwithstanding overtime or catastrophic events.
7. The Parties agree all Paramedics will be regularly scheduled for no more than sixty (60) hours per week and may voluntarily work up to a maximum of seventy-two (72) hours per week.

8. The Parties agree that overtime hours of work will be paid in accordance with the Collective Agreement and as approved by the Employer.

9. Notwithstanding Paragraph #8, for the purposes of determining a Paramedic's entitlement to overtime, if any, the parties agree that all Paramedics hours of work will be averaged over separate, non-overlapping, contiguous periods of two (2) weeks (the "Averaging Period").

10. The Parties agree that all Paramedic hours worked during the Averaging period will be totaled and divided by two (2) weeks to determine the average number of hours worked per week in the Averaging Period.

11. This Agreement will come into effect on the date of ratification and shall expire on the day the subsequent collective agreement comes into effect.

Dated at MIDHURST this 30th day of OCTOBER, 2023.

For the Employer

For the Union

DocuSigned by:
Cory Schepers
4A0A1B51A1174B0...
13 October 2023 | 9:

DocuSigned by:
BD242B9F2169455...
13 October 2023 | 4

DocuSigned by:
D4725D347B0E423...
13 October 2023 | 4:

DocuSigned by:
94FC935EFC0A438...
16 October 2023 | 7

## LETTER OF UNDERSTANDING #10 – NRA 60 FOR PARAMEDICS

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

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

Dated at MIDHURST this 30th day of OCTOBER, 2023.

| For the Employer | For the Union |
|---|---|
| | DocuSigned by: Cory Schepers 4A0A1B51A1174B0... 13 October 2023 \| 9:2 |
| | DocuSigned by: BD242B9F2169455... 13 October 2023 \| 4:1 |
| | DocuSigned by: D4725D347B0E423... 13 October 2023 \| 4:1 |
| | DocuSigned by: 94FC935EFC0A438... 16 October 2023 \| 7:4 |

## LETTER OF UNDERSTANDING #11 – CASUAL POOL TRIAL

**Between**

**The Corporation of the County of Simcoe Paramedic Services**
(Hereinafter referred to as the Employer)

**and**

**The Ontario Public Service Employees Union And its Local 303**
(Hereinafter referred to as the Union)

WHEREAS the Employer values the experience and contributions of its part-time Employees while recognizing that some of these Employees would like increased flexibility in their schedule;

AND WHEREAS the Employer and the Union would like to establish a trial process by which existing Part-Time Employees may be classified as a Casual Employee;

NOW THEREFORE, the Parties agree as follows:

1. This trial is only available to existing part-time Employees.

2. The Employer will post the opportunity to change to Casual status in accordance with the established posting process.

3. Initially, a maximum of five (5) part-time Employees will be eligible to apply to change to Casual status. Following the completion of the next part-time recruitment, an additional five (5) more part-time Employees will be eligible, for a total of ten (10) Casual positions.

4. Casual positions shall be awarded to applicants in order of seniority, subject to the cap outlined in paragraph #3.

5. A Casual Employee will be required to be available for a minimum of four (4) non- conflicting shifts, of which one must be a night shift, in each twenty-eight (28) day cycle. Submitted availability shall include two (2) weekend shifts in each twenty-eight (28) day cycle.

6. Casual Employees shall be scheduled into shifts in seniority order, based on their availability and remaining open shifts, after Float staff have been scheduled and part- time staff have been scheduled for up to sixty (60) hours per pay period in a twenty- eight (28) day cycle. Casual shifts will be distributed evenly beginning with the most senior Employee until all shifts are filled.

7. A Casual Employee will not normally be scheduled for more than thirty-six (36) hours in any pay period and will not be obligated to work more than thirty-six (36) hours in any given pay period.

8. A Casual Employee shall only be eligible to remain on the roster so long as they meet the availability requirements set out in this Agreement and submit their availability in accordance with the process established under Article 31.03 - Part-Time Scheduling.

9. Unless otherwise prescribed herein, the process outlined under Article 31.03 - Part- Time Scheduling, shall apply to Casual Employees.

10. After the Part-Time and Casual schedules have been posted, call-in shifts shall first be awarded to Part-Time staff based on availability for up to eighty-four (84) hours per pay period and then to Casual staff, where available, in accordance with Article 31.03.

11. Where a Part-Time Employee changes to Casual status, after a minimum continuous period of twelve (12) months, such Employee may reapply for a posted part-time position. If there is no part-time posting available, such Employee may request to return to Part- Time status and such request shall not be unreasonably denied.

12. Employees participating in this trial shall have the same rights and entitlements of employment for part-time Employees under the collective agreement, unless otherwise outlined herein or where prescribed within the Collective Agreement.

13. Should this agreement need to be amended or cancelled, the Parties agree to meet to discuss the other Party's concerns. The Employer or the Union may cancel this Agreement with the provision of thirty (30) days' notice.

14. Should this Agreement be cancelled, staff in Casual positions shall return to part-time status.

Dated at MIDHURST this 30th day of OCTOBER, 20 23 .

For the Employer

For the Union

DocuSigned by:
Cory Schuepers
4A0A1B51A1174B0...
13 October 2023 | 9:2

DocuSigned by:
BD242B9F2169455...
13 October 2023 | 4:

DocuSigned by:
D4725D347B0E423...
13 October 2023 | 4:1

DocuSigned by:
94FC935EFC0A438...
16 October 2023 | 7: