COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE COUNTY OF PETERBOROUGH
(hereinafter referred to as "the Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4911
(hereinafter referred to as "the Union")

Expires: December 31, 2025

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Article 1 – Preamble

1.01 It is the intent and purpose of this Collective Agreement, which has been negotiated in good faith:

1) To establish collective bargaining relations between the Employer and the Union.
2) To provide an orderly procedure for the equitable disposition of grievances.
3) To establish mutually satisfactory working conditions, hours of work and wages for all employees subject to the provisions of this Collective Agreement.
4) To recognize the rights of the Employer and the functions of the Union.

1.02 Definitions

For the purpose of this Collective Agreement, the following definitions shall apply:

1) **Probationary Employees**

   The term probationary employee applies to employees who are hired by the Employer as part of the permanent establishment, and will be designated as permanent employees after satisfactorily completing their probationary period.

2) **Permanent Full Time and Part Time Employees**

   The term permanent full time and part time employee applies to employees who have satisfactorily completed their probationary period and who are considered as part of the permanent establishment of the Employer.

3) **Full-Time Employees**

   Full-time employees for the purpose of this Collective Agreement shall mean a person who is regularly employed for forty (40) or forty-two (42) hours per week.

   "Floater" employees are full-time employees with all rights and privileges of a full-time employee.

   Floater positions will be in addition to the regular complement of full-time positions and shall be scheduled in twelve (12) hours shifts. The Employer will endeavour to provide 12 hours off between each floater shift.

   Notwithstanding Article 13.01 (a), second paragraph, with a minimum of twelve (12) hours notice to the affected employee, the reporting base location of a scheduled shift for a floater may be changed. In addition, the start time of a scheduled shift for a floater may be changed by up to one and one half (1 ½) hours. If the Employer provides less than twelve (12) hours' notice for either change to the affected floater employee, then the employee shall be paid at the rate of one and one half (1 ½) their regular hourly rate for the first four (4) hours of the shift.

   These changes are not to be construed as a standby.

4) **Part-Time Employees**

Part-time employees are permanent employees who are not classified as full-time employees.

5) **Temporary Position**

A position with hours that are equivalent to full-time hours which has a duration of six (6) or more weeks not to exceed eighteen (18) months and is vacant due to a full-time employee's absence due to W.S.I.B., S.T.D., L.T.D., promotion pursuant to Article 12.02, or other approved leave of absence including pregnancy, parental or union leave.

1.03 Probationary employment may be terminated at the sole discretion of the Employer for any reason not contrary to law, nor shall the employer act in an arbitrary or discriminatory manner.

1.04 **Probationary Period**

A new employee will be considered on probation until they have completed six hundred and eighty (680) hours of work not including orientation, CME's and other administrative duties. Upon completion of the probationary period they shall be credited with seniority equal to all hours worked since their original hire date.

Article 2 – Management Rights

2.01 The Union recognizes that the management of the Employer and the direction of the working force are fixed exclusively by the Employer and shall remain solely with the Employer except as specifically limited by the expressed provisions of this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

1) Maintain order, discipline and efficiency;

2) Hire, discharge, direct, classify, transfer, promote, demote, assign employees to shifts, layoff and suspend or otherwise discipline non-probationary employees for cause provided that a claim of discriminatory classification, promotion, demotion, or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;

3) Establish and enforce rules and regulations, policies and practices to be observed by employees, provided that they are not unreasonable;

4) Generally to manage and operate the workplace in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the

Employer's operations, not otherwise specifically dealt with elsewhere in the Collective Agreement.

2.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the expressed provisions of this Collective Agreement.

Article 3 – Union Recognition

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the Peterborough County/City Paramedics Division, save and except supervisors, persons above such rank, and persons bound by subsisting Collective Agreements.

3.02 No Discrimination

The Employer and the Union will continue the practice of no discrimination, interference, restriction or coercion being exercised or practiced with respect to any employee by reason of any of the protected grounds set out in the *Ontario Human Rights Code* or by reason of an employee's membership in or activities on behalf of the Union.

Article 4 – Union Security

4.01 It shall be a condition of continuing employment that all present and future employees, save and except those mentioned in Article 3.01, shall become and remain members in good standing of the Union within six hundred and eighty (680) hours of employment with the Employer. The Employer shall not be required to discharge an employee who has been expelled or suspended from membership in the Union.

4.02 Dues Deduction

The Employer shall deduct from every employee in the bargaining unit any dues, initiations, or assessments levied in accordance with the Union constitution and/or bylaws, and owing by them to the Union.

The Employer agrees that it will provide the number of hours worked by part-time employees, and forward this information to the Treasurer of the Union.

The Union and its membership agree to hold the Employer completely harmless with respect to all dues, or amounts equivalent thereto, so deducted and remitted.

4.03 All such deductions shall commence the first month of employment provided that the employment date is prior to the fifteenth (15th) and forward the money so deducted to the Treasurer of the Union not later than the fifteenth day of the month following, together with the names of the employees added or deleted during that period.

4.04 T4 Slips – Union Withdraws

The Employer will provide each employee with a T-4 supplementary slip by February 28th or as required by legislation showing the dues deducted in the previous year for income tax purposes.

4.05 If an employee is absent from the payroll due to a serious illness, W.S.I.B. accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the employee for this period.

4.06 Every new employee shall serve a probationary period, as described in Article 1.04, and on completion of the said period, seniority shall date from the day on which employment commenced. During the probationary period, employees will be entitled to all rights and privileges of this Collective Agreement, except with respect to discharge and except as provided herein.

4.07 The Union Secretary, shall be advised in writing by the Employer within five (5) working days following a retirement, leave of absence in excess of one (1) month (including WSIB), the appointment of a probationary employee and any vacant positions covered under this Collective Agreement.

4.08 The Employer shall advise the Union Secretary of all decisions of the Employer dealing with wages, assessment, re-classification, changes in anniversary dates of all employees concerned in this Collective Agreement within one (1) week of the Employer's decision.

4.09 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with a representative of the Union and the Collective Agreement.

Time away from the job by the Union representatives to conduct the meeting shall be arranged by the Union representative through the Supervisors affected.

4.10 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s), which conflicts with the terms of this Collective Agreement.

4.11 Address and Telephone Numbers

The Employer will provide the Union with a list of addresses and telephone numbers of all employees in the bargaining unit.

Article 5 – Correspondence

5.01 Except as herein provided, all correspondence between the parties, arising out of this Collective Agreement, or incidental thereto, shall pass to and from the Director of Human Resources and the Secretary of the Union with a copy to the President and to the Chief of Paramedics.

Article 6 – Labour Management Relations

6.01 Representation

a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officers. Similarly, the Employer shall, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

b) There shall be a Labour Management Committee composed of equal representatives of Union and Management, subject to mutual agreement of the parties. Either party may require additional representation if a particular issue is being discussed or is warranted.

The function of this committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the committee will not discuss grievances. It is also understood that committee discussions shall not give rise to grievance or discipline.

The committee will meet on an as needed basis. Such meeting to be convened within seven (7) working days of the request by either party.

Minutes shall be recorded and a copy sent to each of the members as soon as possible. The recorder shall not be considered a representative of the Labour Management Committee

Union committee members will be allowed time off with pay to attend such meetings.

6.02 Bargaining Committee

A Bargaining Committee shall be appointed by the Union and consist of not more than six (6) members of the Union with an addition of a representative from the Canadian Union of Public Employees. The Employer may appoint not more than five (5) representatives, with an addition of a consultant or legal counsel of their choice.

The parties agree that no more than six (6) persons from either party will be face to face in negotiation meetings.

The parties will advise each other as to the representatives on the committee at least seven (7) days before bargaining commences.

The employer agrees that employees on the bargaining team that attend bargaining days with the Employer, and are not scheduled to work, shall be paid their rate of pay for twelve (12) hours at straight time.

6.03 Additional Representation

Either party shall have the right at any time to have the assistance of representatives, consultants or legal counsel, when dealing or negotiating with each other.

6.04 Technical Information

The Employer shall make available to the Union, upon request, information requested by the Union as to job descriptions, positions in the bargaining unit, job classifications and wage rates.

Article 7 – Grievance Procedure

7.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect three (3) stewards, whose duties shall be to assist any employee in preparing and presenting their grievance in accordance with the grievance procedure.

7.02 Names of Stewards

The Union shall notify the Employer in writing of the names of the stewards before the Employer shall be required to recognize them.

7.03 Grievance Committee

The Steward, President and the Chief Steward or their designates of the Union shall constitute the Grievance Committee.

7.04 Permission to Leave Work

The Union understands and agrees that each steward is employed to perform work for the Employer. The steward will not leave work during the working hours except to perform duties under this Collective Agreement. A steward shall not leave work without obtaining the permission of the Superintendent, which permission shall not be unreasonably withheld. When resuming their regular work, they shall again report to their Superintendent.

Time away from the job by the Stewards, President and the Chief Steward of the Union shall be with pay if during normal working hours and if such time has been granted.

7.05 Definition of Grievance

A grievance is defined as a difference arising between the parties related to the interpretation, application or the administration of this agreement, including a question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, may be referred to arbitration as described below.

7.06 Time Limit

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance or when such circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

7.07 Procedure

Differences or disputes arising between the County and the employee shall be dealt with in the following manner. Any grievances arising shall be submitted and answered in writing, and shall state the Article(s) in dispute, the nature of the grievance, the affected employee(s) and the remedy sought. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Pre-cursor to Grievance

It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given their Superintendent or designate the opportunity of adjusting their complaint. The employee may have the assistance of one (1) Union Steward if they desire or shall request that the Union representative appear on their behalf. It is further understood that the Superintendent may request that the employee be present and such request will not be unreasonably denied. Such complaint shall be discussed with their Superintendent or designate within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The Superintendent or designate shall issue a written response to the employee and the Union President within three (3) working days and failing settlement, it may then be taken up as a grievance within ten (10) working days following the written response of the Superintendent.

Step One

The employee, who may be accompanied by a Steward, or who may request that the Union representative appears on their behalf shall submit their grievance in writing to the Chief or designate. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement that are alleged to be violated. The Grievance Committee, the employee (if available and applicable) and the Chief will meet to discuss the grievance at a time and place suitable to both parties within ten (10) working days unless extended by agreement by the parties. It is understood that the Chief or designate may have such counsel and assistance as they may desire at such meeting. The Chief or designate will deliver

their decision in writing within ten (10) working days following the day on which the grievance was presented to them. Failing settlement or response, then:

Step Two

Within ten (10) working days following the decision under Step One, the grievance may be submitted in writing to the CAO or designate. A meeting will then be held between the CAO or designate, the Grievance Committee and the employee (if available and applicable) within ten (10) working days of the submission of the grievance at Step Two unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees may be present at the meeting. It is further understood that the CAO or designate may have such counsel and assistance as they may desire at such meeting. It is further understood that if the Union specifically requests the Chief Administrative Officer's attendance then that shall occur. The decision of the CAO or designate shall be delivered in writing within ten (10) working days following the date of such meeting. The Employer must be notified in writing within ten (10) working days following the meeting if the grievance is to be submitted to arbitration.

7.08 Policy Grievance

Where a dispute involving a question of the application or interpretation of this Collective Agreement occurs, a grievance may be submitted in writing to the Chief Administrative Officer or their designate by the President or vice versa. The parties shall meet within ten (10) working days to consider the grievance and the Employer shall respond within ten (10) working days. Failing settlement of the grievance either party may submit it to arbitration within ten (10) working days following the written response in accordance with Article 8 below.

7.09 Any reference to days in this article shall mean working days unless otherwise stated. Saturdays, Sundays and Statutory Holidays are not working days.

7.10 The representatives for the Union and the Employer outlined in this Article shall be deemed to be the individual or their appropriate designate.

Article 8 - Arbitration

8.01 Composition of Board of Arbitration

If either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party to the Collective Agreement indicating the name of its nominee to the Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. Such notices shall be sent to the Chief Administrative Officer or their designate in the case of the Employer, with a copy to the Chief of Paramedics and in the case of the Union to the Secretary of the Union, with a copy to the President and the National Representative.

8.02 Failure to Appoint

If the recipient of the notice fails to nominate an arbitrator, or if the two (2) nominees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

8.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within in a timely fashion.

8.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Collective Agreement or alter, modify or amend any of its provisions.

8.05 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

8.06 Expenses of the Board

Each party shall pay:

1) The fees and expenses of the nominee it appoints (if nominees are used); and
2) One half (1/2) the fees and expenses of the Chairperson of the Arbitration Board.

8.07 Amending the Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by the consent in writing of the parties to this Collective Agreement.

8.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the grievance.

8.09 Single Arbitration Process

A single Arbitrator process will be used unless either party requests to proceed with a Board of Arbitration as outlined in this Article.

Article 9 - Discharge, Suspension and Discipline

9.01 A non-probationary employee may be discharged, suspended, reprimanded, or otherwise disciplined by the Employer for just cause. Employees who are required to attend a meeting with the Employer, which is of a disciplinary nature, shall be informed by the Employer prior to such meeting of their right to Union representation and if requested by the employee Union representation shall be present. In addition, the employer agrees to notify the Union at the same time the employee is notified.

All non-probationary employees shall have the right to a Union Representative during scheduled meetings with the employer regarding performance concerns.

9.02 Should the Board of Arbitration find that an employee has been discharged or suspended without just cause, the Board may order the employee to be reinstated in their former position without loss of seniority.

9.03 A claim by an employee who has completed their probationary period that they have been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step Two of the grievance procedure within ten (10) full working days after the employee is discharged.

9.04 An employee has the right to review their personnel file within two (2) working days of requesting same in writing to the Director of Human Resources or the Chief Administrative Officer. An employee who has been terminated by the Employer may view their file within ten (10) working days of their termination date. Employees reviewing their files shall do so in the presence of the Employer and a Union representative, if requested by the Employee.

No material may be removed from a personnel file, but a copy of any document in the file will be provided to the employee upon request.

9.05 The length of duration that any letter of reprimand, suspension or other sanction remains on a personnel file will be subject to discussions between the parties during the grievance procedure. If no grievance is filed, at no time shall a reprimand, suspension or other sanction remain on an employee's personnel file beyond eighteen (18) months after the date of the incident.
All letters pertaining to any level of discipline shall only be kept in the personnel file at Human Resources.

Article 10 - No Strikes or Lockouts

10.01 The parties agree that there shall be no strikes or lockouts as defined under the *Ontario Labour Relations Act* during the term of this Collective Agreement.

Article 11 - Seniority

11.01 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit.

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each twenty-one hundred and eighty-four (2,184) hours worked within the bargaining unit. The maximum any part-time employee can accumulate in one calendar year is twenty-one hundred and eighty-four (2,184). Part-time shall continue to accumulate service and seniority when on an approved WSIB claim.

At no time shall a part-time employee's seniority standing be greater than their date of hire.

Seniority will operate on a bargaining unit wide basis.

11.02 Seniority List

a) **Full-Time Employees:**

A seniority list of full-time employees covered by this Collective Agreement shall be posted in January and June of each year and/or upon request by the Union President.

b) **Part-Time Employees:**

A seniority list of part-time employees covered by this Collective Agreement shall be posted on January 1st and June 1st of each year, in addition at the time of any job postings.

For the purposes of job postings the seniority lists will be effective as of the pay period immediately preceding the posting of any positions.

c) These lists shall show names, positions, and seniority standing of each employee. Copies of the seniority list will be posted at each ambulance base and one (1) copy will be supplied to the President.

11.03 Loss of Seniority

An employee's seniority rights shall cease and their name shall be removed from the seniority list for any of the following reasons:

1) If an employee resigns;

2) If an employee is discharged for just cause and they are not reinstated;

3) If an employee is absent from work for five (5) consecutive workdays without authorized leave of absence and without reasonable excuse in which case the employee shall be deemed to have resigned;

4) If an employee fails to report for work within five (5) working days following a lay-off after being notified of their recall by registered mail at their last known address on the records of the Employer;

5) If an employee is laid off for a period longer than twenty-four (24) months, provided that the employee has not elected to receive severance pay under the *Employment Standards Act* of Ontario;

6) If an employee is absent from work due to illness or accident for more than twenty-seven (27) consecutive months from the time the disability or illness commenced.

Article 12 - Promotions, Transfers, Lay-Offs and Recalls

12.01 Where a permanent vacancy or temporary position occurs in a classification within the bargaining unit and the Employer determines the position is required to be filled, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted within fourteen (14) days of such determination/establishment, for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
The posting shall stipulate the qualifications, classifications and rate of pay. A copy shall be provided to the President.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.
The name of the successful applicant will be posted at each ambulance base for a period of seven (7) calendar days. A copy shall be provided to the President.

The successful applicant shall be allowed a trial period of up to three hundred and sixty (360) hours of work, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority.

12.02 Transfer and Seniority Outside the Bargaining Unit

a) No employee shall be transferred to a position outside the bargaining unit without their written consent. Such transfers will not be less than two hundred and fifty-two (252) hours.

b) If an employee accepts a position outside of the bargaining unit, on a temporary basis they shall have the right to return to the bargaining unit within six (6) months. An Employee shall continue to accumulate seniority

during this time. An employee shall not be allowed to assume a non-Union position for more than six (6) months in a twelve (12) month cycle unless mutually agreed upon between the Union and the Employer for up to an additional three (3) months. Should the extension be agreed upon, seniority shall not accrue during any extension.

c) Seniority shall accrue for full-time employees at the rate of full-time. Seniority shall accrue for part-time employees at the rate at which the employee had been accumulating prior to leaving the bargaining unit. For clarity, part-time employees will accumulate based on the average hours over the past twelve (12) months worked within the bargaining unit.

d) If an employee accepts a position outside of the bargaining unit, on a permanent basis they shall have the right to return to the bargaining unit only through a posting and shall have no seniority.

e) All employees who are temporarily transferred to a position outside of the bargaining unit shall continue to pay Union dues based on their rate of pay in the non-Union position.

12.03 Transfer of Seniority of Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall:

1) an employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service on the basis of twenty-one hundred and eighty-four (2,184) hours worked for each year of service;

2) an employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year for each twenty-one hundred and eighty-four (2,184) hours worked.

12.04 Notice and Mandate of Labour Management Committee

a) **Notice**:

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

1) provide the Union with no less than three (3) months' written notice of the proposed layoff or elimination of a position; and

2) provide to the affected employee(s), if any, no less than three (3) months' written notice of layoff, or pay in lieu thereof.

Note:

Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (1) above shall be considered notice to the Union of any subsequent layoff.

b) The Labour Management Committee outlined in Article 6.01 b) will meet not later than two (2) weeks after the notice referred to in Article 12.04 a) 1) and will meet thereafter as frequently as is necessary.

1) **Mandate of Labour Management Committee:**

The mandate of the Labour Management Committee is to:

i) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Employer which could be performed by bargaining-unit employees who are or would otherwise be laid off.

ii) Identify vacant positions within the bargaining unit or positions which are currently filled but which will become vacant within a twelve (12) month period.

iii) Identify the retraining needs of workers and recommend such training for workers who are, or would otherwise be, laid off.

iv) Subject to Article 12.06, the Employer will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.

v) Any dispute relating to the foregoing procedures may be filed as a grievance under Article 7 – Grievance Procedure commencing at Step 2.

2) Meetings of the Labour Management Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at their regular or overtime rate as may be applicable.

3) **Disclosure:**

The Employer shall provide to the Labour Management Committee all pertinent staffing and financial information.

12.05 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 12.04 a) 2) may:

1) accept the layoff; or

2) opt to receive a separation allowance as outlined in Article 12.07; or

3) opt to retire, if eligible under the terms of the Ontario Municipal Employees Retirement System (O.M.E.R.S.); or

4) displace another employee who has lesser bargaining unit seniority in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 12.04 a) 2). The right to bump shall include the right to bump up.

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

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 13, reduced, shall have the right to accept the layoff or displace another employee in accordance with 12.05 1) and 12.05 4) above.

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

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

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall

be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed three (3) months. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.
For employees to be laid off, the benefits identified in Article 19.01 shall continue until the end of the month of layoff.

Employees may continue benefit items for semi-private hospitalization coverage and the extended health benefits plan for a period of up to four (4) months beyond the month of lay off if the employee pays the total premium costs to the Employer in advance. This coverage shall terminate should the employee obtain new full-time employment and prepaid premiums shall be reimbursed to the individual.

12.06 Retraining

a) **Retraining for Positions with the Employer:**

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a position within the bargaining unit identified by the Labour Management Committee in accordance with Article 12.04 b) 1):

l) Opportunities to fill vacant positions identified by the Labour Management Committee within the bargaining unit through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted.

2) The Employer and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived.

3) Apart from any on-the-job training offered by the Employer, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.

4) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the bargaining unit will continue to receive insured benefits.

b) **Placement:**

Upon successful completion of their training period, the Employer and the Union undertake to waive any restrictions, which might otherwise apply, and the employee will be placed in the job identified in 12.06 a) 1).
An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

12.07 Separation Allowances

a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 12.04 a) 2) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of service and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of five thousand (5,000) dollars.

b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 12.04 a) 2) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of two thousand (2,000) dollars.

12.08 Notwithstanding Article 12.04 a) 1) and 2), an employee who becomes decertified shall have one (I) month to become certified or they shall be deemed to be laid off and the Employer shall be deemed to have met the requirement outlined in Article 12.04 a) 2).Notwithstanding Article 12.04 a) 1) and 2), an employee who becomes decertified shall have one (I) month to become certified or they shall be deemed to be laid off and the Employer shall be deemed to have met the requirement outlined in Article 12.04 a) 2).

12.09 Compensation During Periods of Deactivation by Base Hospital

Should an employee be deactivated for reasons other than:

- breach of trust resulting from proven dishonest or proven deceitful activities; or
- failure to cooperate with base hospital requests or practices unless reasonable explanation provided; or
- issues resulting from employment at another paramedic service licensed from the same base hospital;

the following shall apply:

a) the Employer will provide paid support to the paramedic. The paid support will be for all lost time during the period of deactivation to a maximum of sixty (60) hours in any twelve (12) month period starting from the date of deactivation or;

b) Employees who are deactivated due to an approved leave of absence for greater than 90 days shall be entitled to a maximum of sixty (60) hours of paid support in order to become reactivated. Such hours will not affect entitlements addressed in a) above. These sixty (60) hours do not include hours spent doing service related return to work duties.

The Employer agrees that they will make any and all efforts to facilitate an expeditious resolve with Base Hospital in order for the employee to be reactivated as soon as possible.

During the paid support period provided in a) or b) above, the employee will be assigned to non-patient care duties or attendance at base hospital.

If after the period of paid support is provided to the employee, they have not been reactivated, the employee will be placed on leave without pay and benefits for a maximum duration of twenty-seven (27) months, during which time the employee is expected to regain activation as a certified paramedic. If the employee has not obtained reactivation by the end of the unpaid leave of absence, the employee will be deemed to have met the requirements of Article 11.03 5).

It is further understood that this article does not apply to situations where a paramedic has been reactivated and has further conditions imposed by Base Hospital to maintain their activated status.

Article 13 - Hours of Work and Working Conditions

13.01 a) i) The Employer shall post, in advance, a six (6) week schedule listing the hours and days of work for each employee in an appropriate place. The posted schedule will be in two (2) week increments.
It is agreed that posting shall be done electronically.

Once posted, the shift schedule shall not be changed, except under Article 13.01 b), without the agreement of the employee affected.

There will be no split shifts.

ii) **Assigned Shifts**

A part time employee shall provide their availability and maintain their availability between the date submitted and the assignment date as per the following schedule:

Submitted By:	Availability Period:	Assignment Date:	Minimum required shift availability
March 1	June, July, August, September	March 30	28 shifts/4 months Minimum 14 shifts available in July and August Minimum 6 weekend shifts
August 1	October, November, December, January	August 15	28 shifts/4 months Minimum 5 weekend shifts
December 1	February, March, April, May	December 15	28 shifts/4 months Minimum 5 weekend shifts

For the purpose of this article, a shift shall be defined as twelve (12) hours. For the purposes of meeting minimum availability requirements, shifts of availability may be “day availability” or “night availability”.

One shift of “day availability” means the paramedic is available for any shift defined below as starting during the day.

One shift of “night availability” means the paramedic is available for any shift defined below as starting during the night.

Day shift will be defined as any shift starting between 0500 to 1659 hours.

Night shift will be defined as any shift starting between 1700 to 0459 hours. A weekend shift is defined between Friday night shift to Sunday night shift inclusive.

An employee may opt to provide once a month their availability for two (2) twelve hour shifts within a twenty-four (24) hour period. It is agreed that if the employee works for the first of these two (2) shifts within a twenty-four (24) hour period and thereby making themselves unavailable for the second shift within the twenty-four (24) hour period, they shall provide the Employer with an additional twelve (12) hour shift within the availability period in order to maintain minimum availability.

Employees will submit this information in the approved manner. Equitable distribution of scheduled hours will be based on this minimum availability. This is not to be construed as a guaranteed number of shifts.

If availability changes subsequent to the submission, it is the responsibility of the part-time employee to advise the employer. Failure to advise means that

the part-time employee is still available and responsible for the shift assigned.
A part time employee will maintain their availability on an on-going basis and shall be responsible for showing availability in accordance with the requirements set out above on a continuous basis throughout the respective availability periods (i.e., all shifts removed from an employee's availability that will reduce the stated availability below the requisite level shall be replaced within the availability period by the employee). The Parties agree that where an employee has held a shift of availability and that shift has passed without the assignment of a shift, that shift is counted for the purpose of meeting the availability requirements of this agreement.

Employees removing a shift from their availability shall add an additional available shift that is beyond 96 hours from the day they initiate the change in availability.

It is understood that an employee removing a shift from their availability will not need to submit an additional shift if the remaining availability meets the requirements.

iii) **Additional Shifts**

Available Shifts: 36 hours or more before shift

When a shift becomes available which is more than 36 hours away, then the Employer shall assign the shift based on submitted availability. If no employee has submitted availability for that shift, the Employer shall do an "open call" for that shift. For clarity, the Employer shall send an e-mail to all part-time employees at their County e-mail address and their personal e-mail address (if requested by the employee). The acceptance of the shift is through e-mail and is on a first come, first serve basis. Each shift is offered individually through the "open call" system.

Available Shifts: 36 hours or less before shift

When a shift becomes available in less than 36 hours, then the Employer shall offer the shift by telephone at the phone number provided by the employee based on submitted availability. If no employee who has submitted availability for that shift accepts that shift, then the Employer shall offer the shift to full-time employees at the telephone number provided by the employee through a rotational system.

Notification Process

The parties agree to work collaboratively to explore and establish were possible efficient and secure use of available technology to enable rapid notification to employees.

iv) **Assigned work less than twelve (12) hours in duration**

On occasion, the Employer may be required to assign work based on the provided availability that is less than twelve (12) hours in duration to part-time employees. On these occasions, the following will apply:

- the Employee will be contacted by direct phone call
- the Employee must indicate at the time of the call whether they choose to accept or decline the assigned hours and neither the acceptance or the decline of the hours shall negatively affect the employee
- the acceptance of a partial shift will not be counted towards the employee's total hours in the 4 week block for the purpose of calculating the ordering of the call-in list
- if the employee is not reachable by direct phone call, the Employer shall leave a voicemail message and proceed down the call-in list.

The employee still remains eligible to accept an alternative shift of twelve (12) hours in duration under the following conditions:

- the alternative shift must become available greater than 36 hours prior to the commencement of the short shift.
- the hours of the alternative shift must overlap the short shift
- the alternative shift must be in line with their submitted availability and be in accordance with the equitable distribution of hours principles.

It is agreed that Article 13.06 applies to any and all hours beyond the assigned hours worked.

b) If the Employer cancels a shift, at least sixteen (16) hours notice will be given. If less than sixteen (16) hours notice is given, the employee will be paid at the rate of time and one-half (1 ½) their regular straight time rate of pay for an equal number of hours on their next shift worked.

c) An employee performing work outside of the County of Peterborough and in excess of eighty (80) kilometres from their base on normal working hours shall be provided a twelve (12) dollar meal allowance. The Employer agrees to pay a meal allowance to all employees who work two (2) hours or more of overtime past the end of the shift.

d) Where possible and operational requirements allow, vehicles shall be scheduled on a twenty-four (24) hour basis and the regular hours of work shall be twelve (12) hours per day inclusive of a paid meal period and the regular hours shall average forty-two

(42) hours per week, on a seven (7) day per week, twenty-four (24) hour per day rotation, averaged over a two-week period.

e) Where possible and operational requirements allow, vehicles may be scheduled eight (8) or ten (10) hours per day with an average of forty (40) hours per week inclusive of a paid meal period. The hours of work to fall between 0630 and 2330 except for the Emergency Response Unit(s). The shifts of eight (8) or ten (l0) hours per day will be in addition to the regular complement of full-time positions.

The Employer agrees to provide at least twenty (20) days notice, in writing, to the Union of its intention to implement either eight (8) or ten (10) hour shifts in relation to any employees whose status became full time after October 1, 2004. An employee whose status became full time before October 1, 2004 will not be scheduled to work the eight (8) or ten (10) hour shift unless the employee(s) choose to do so.

When posting full-time positions for eight (8) hour, ten (l0) hour or twelve (12) hour shifts the Employer shall include the hours and days of work.
Ambulances that are scheduled on a twenty-four (24) hour basis shall be staffed with twelve (12) hour shifts inclusive of a paid meal period.

f) In the situation where an employee has missed the opportunity to work a shift (overtime or regular) due to an acknowledged error on the call-in process, the Employer will pay the affected employee double time (2x) their regular rate of pay on their next regularly scheduled shift. Double time compensation will only apply to the number of lost hours, not the entire next shift. For clarity, if an employee misses an opportunity to work 4 hours, the first 4 hours of their next shift will be paid at double time.

13.02 For all full-time employees, the Employer will provide for every second weekend off and no more than four (4) scheduled consecutive twelve (12) hour shifts. Days off shall be on the basis of no less than two (2) consecutive days at a time. This clause may be amended by the mutual agreement of the Employer and the Union.

13.03 Shift Changes

Employees upon twelve (12) hour notice shall be allowed the trading of shifts with another employee with the consent of the Superintendent. All shifts must be of an equal number of hours. Such mutual exchange would not require the Employer to pay overtime rates of pay. Such mutual exchange shall be in writing, submitted electronically, and shall be within a twenty-eight (28) day period. A shift cannot be traded more than once. Such request will not be unreasonably withheld.

13.04 Meal and Rest Periods

1) Each paramedic working a twelve (12) hour day shift shall receive two (2) fifteen (15) minute paid rest periods and two (2) thirty (30) minute paid meal periods. Employees working a twelve (12) hour night shift shall receive two (2) forty-five (45) minute paid meal periods.

2) The first meal break shall commence between the third (3rd) and fifth (5th) hour of the shift. The second meal break shall commence between the seventh (7th) and ninth (9th) hour of the shift – this period will be known as the “Meal Break Window”.

3) If an employee is assigned to a base within the City of Peterborough and the employee is in the City of Peterborough during the Meal Break Window, the employee may return to their home base for their meal break. In all other circumstances, the employee will take their meal breaks at the base assigned by their shift supervisor. However, the employer will endeavour to return all employees to their home base.

4) Employees are expected to take their meal break as soon as possible within the Meal Break Window. As soon as an employee is free of assignment within the Meal Break Window, the employee will expedite their return to the base where they will be taking their meal break.

5) If an employee is unable to commence their meal break within the first hour of the Meal Break Window, the employee will contact the shift supervisor and request a meal break. The shift supervisor will make best efforts to ensure the employee commences their meal break within the Meal Break Window. For clarity, in order to be eligible for $15.00 the meal allowance, an employee must contact the shift supervisor, either be telephone to the Duty Officer Line or in person.

6) Notwithstanding paragraph 5 above, if due to exceptional circumstances no member of the crew is able to telephone or speak with a supervisor during the second hour of the Meal Break Window, the employee will remain eligible for the $15.00 meal allowance.

7) If an employee is interrupted during their meal break, efforts will be made to reschedule the meal break within the Meal Break Window.

8) If an employee does not commence a complete, uninterrupted meal break within the Meal Break Window, the employee will receive a $15.00 meal allowance. On a night shift, a meal break will be considered to be complete when an employee receives a thirty – five (35) minute uninterrupted meal break.

9) Employees are encouraged to utilize the comments section in the Operative IQ system, or similar applicable system should the current one change, to explain any circumstances the employee would like the shift supervisor to consider in determining whether to approve or deny a claim for the $15.00 meal allowance. The shift supervisor will consider any such reasons provided.

10) When a request for the $15.00 meal allowance is denied, the Employer will send an email to the employee indicating the following; the date of the claim, the break that was missed and the reason for the denial. This email will be sent once the decision to deny the meal allowance has been confirmed.

11) If the employee voluntarily agrees to take their break at a location other than a base during the Meal Break Window, and if they commence a complete uninterrupted meal break within the Meal Break Window as such location, they will not be eligible for the $15.00 meal allowance.

13.05 Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

13.06 Definition of Overtime

An overtime premium will be paid, at the rate of time and one-half (1 ½), for all work authorized and performed in excess of:

a) the normally scheduled hours of work per day;
or
b) the normally scheduled hours of work per week,

that an employee worked or for which an employee was paid by the Employer, or pursuant to Article 19.01 (8).

Part-time employees shall receive overtime pay for any hours authorized and worked beyond their daily scheduled shift or after eighty-four (84) hours in any one-pay period. A temporary employee as defined in Article 1.02 (5) shall be paid overtime on a full-time employee basis.

Mandatory requirements of work shall be deemed as authorized.

This clause may be amended by the mutual agreement of the Employer and the Union.

13.07 Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.

Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in shift at the request of an employee or changeover to daylight saving from standard time and vice-versa or exchange of shifts by two (2) employees.

13.08 Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime.

Employees are allowed to bank up to a maximum of one hundred and twenty (120) overtime hours and they are permitted to replenish the bank.
Upon request, in writing any amount of an employee's overtime bank will be paid out with four (4) weeks' notice. Any remaining unused overtime bank shall be paid out in the last pay period of December each year.

Any overtime hours worked in the last pay period of any given calendar year, may at the request of the employee, be carried over.

13.09 Partial Shift Time Off

Two (2) days of personal leave can be used in halves at either the first or last half of the shift.

13.10 Reporting Pay

a) Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will receive four (4) hours pay. The reporting allowance outlined as herein shall not apply when an employee has received prior notice not to report for work.

b) An employee requested, by the Employer, to attend work on an unscheduled day for the purposes of attending a disciplinary/discharge or a fact finding/investigation meeting with the Employer shall be a minimum of four (4) hours at the applicable rate and shall not be required to stay at work following the meeting.

13.11 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 ½) their regular hourly earnings.

13.12 Night Shift Premium

Employees shall be paid a night shift premium of one dollar ($1.00) per hour, moving to one dollar and twenty cents ($1.20) per hour effective January 1, 2024 for all hours worked between 1800 and 0700 hours.

13.13 Weekend Premium

Employees shall be paid a weekend premium of one dollar ($1.00) per hour, moving to one dollar and twenty cents ($1.20) per hour effective January 1, 2024 for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (48) hour period as may be agreed upon by the local parties.

13.14 Paid Duty

Where the Employer from time to time provides event coverage on a contract basis, and where the Employer secures payment pursuant to said contract to cover such costs (i.e. sufficient funds to cover wage costs at time and one half), such coverage will be offered on a voluntary basis at a rate of time and a half to off-duty full-time qualified employees in order of rotational seniority.

If no full-time employee accepts the shift, it shall be offered to part-time employees as per Article 13.

Any employee reporting for paid duty and such paid duty is cancelled, the employee shall not be reassigned to any front-line vehicle.

13.15 Backfilling of Shifts on Holiday

When a shift on a paid holiday as identified in Article 14 becomes available, the Employer shall offer the shift to full-time employees first as per regular practise of filling overtime shifts.

13.16 Early Shift Start

If a crew member elects to respond to an early call before the start of the shift and replaces a prior crew member, then he will be paid at the appropriate rate of overtime for thirty (30) minutes on top of their regularly scheduled shift.

13.17 Hours Free From Work

Paramedics shall have eight (8) consecutive hours free from work in accordance with the Employment Standards Act of Ontario.

13.18 Re-bid for Station and Platoon Assignment

When a change is made to the start time or base location of any employees, a full service wide re-bid shall take place. If a re-bid has not taken place in a 3-year time frame from the previous re-bid the union shall notify management of their intention to open up the schedule for a full service wide re-bid. This re-bid is open to all full-time paramedics with a permanent base/platoon assignment. Should a paramedic with less seniority bid into a position with a senior paramedic, the senior paramedic shall have one opportunity to move to another vacant position. There shall be no bumping during this process. The Union shall administer the re-bid with the administrative assistance of management. The re-bid shall be based on an individual's seniority starting with the most senior paramedic to most junior paramedic. Where the union initiates a re-bid and the employer also decides to initiate schedule changes any

costs associated with this process will be borne by the employer. For clarity conflict of shifts if required to change platoon/shifts.

Article 14 – Holidays

14.01 The Employer recognizes the following as paid holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

Should the Employer be required to observe an additional paid holiday as the result of legislation, it is understood the Employers obligation to provide a total of one hundred and thirty-two (132) hours of paid holidays remains unchanged. Effective January 1, 2022, paid holiday hours increase to one hundred and forty-four (144) hours.

14.02 a) Full-time employees working regularly scheduled twelve (12) hour shifts shall not receive time off when a statutory holiday is observed. In place of this they shall receive annually one hundred and thirty-two (132) hours which can be taken off at regular straight time on any day mutually agreed upon by the employee and the Employer. Effective January 1, 2022, employees will receive annually one hundred and forty-four (144) hours, which can be taken off at regular straight time on any day mutually agreed upon by the employee and Employer. Time off banked under this Article shall not be combined with banked time provided for under Article 13.08.

b) In order to qualify for time off under Article 14.02 a) and b) an employee must complete their scheduled shift on each of the working days prior to and following the time to be taken off by the employee unless such absence was due to an approved absence.

c) When an employee's employment terminates, and the employee has taken off more shifts in lieu of statutory holidays than have occurred to date in the calendar year, then the Employer shall deduct this money from any outstanding monies owed to the employee and/or the Employer may pursue appropriate action to recover the money.

14.03 Payment for Working on a Holiday

a) Employees required to work on a shift where any hours of that shift falls on Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Family Day or Remembrance Day shall be paid at time and one-half (1 ½) their regular straight time hourly rate for the entire shift.

b) Employees required to work on a shift where any hours of that shift falls on Good Friday, Easter Monday, Christmas Day, Boxing Day or New Year's Day shall be paid at double time (2X) their regular straight time hourly rate for the entire shift.

14.04 Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of their regularly scheduled hours on any of the recognized paid holidays, such employee shall receive double time (2X) their regular straight time hourly rate for the additional hours worked on that holiday.

Notwithstanding the above, if an employee is required to work beyond their shift (commonly referred to as a shift overrun) on any of the holidays listed in 14.03 b), such employee shall receive triple time (3X) for all hours of overtime worked beyond the scheduled shift.

When an employee whose regular shift extends beyond their regular shift into a holiday, the employee shall be paid two times (2X) their regular hourly rate for all time worked on the holiday.

14.05 Time Off at Christmas or New Years

All employees shall be entitled to be off on either Christmas Day or New Year's Day. The schedule will not be altered to allow time off for full-time employees. Requests for leave must be submitted by October 31 and responded to by the Employer by November 15 and shall be granted dependent on part-time availability. In the event of conflict between two (2) or more requests for leave, seniority shall govern.

Article 15 – Vacations

15.01 a) An employee who has successfully completed their probationary period shall be entitled to the pro-rated amount of two weeks of vacation between the date of hire and December 31st of their first year of employment.
Vacation entitlement for all employees shall be determined as of January 1st of each year. Progression on the vacation schedule shall occur on January 1st in the year in which the employee's anniversary date falls.

Seniority on January 1

Full Time	**Twelve Hour Employees**	**Ten Hour Employees**
One year or more	84 hours	80 hours
Two years or more of service	132 hours	120 hours
Five years or more of service	168 hours	160 hours
Ten years or more of service	192 hours	180 hours
Fifteen years or more of service	216 hours	200 hours

Twenty-two years or more of service	240 hours	220 hours
Twenty-four years or more of service	252 hours	240 hours
Twenty-Six years or more of service	300 hours	280 hours

b) Part-time employees shall accumulate service for the purpose of progression on the vacation schedule, on the basis of one (I) year for each one thousand seven hundred and twenty-eight (1728) hours worked, as per the table below:

Part-Time	**Vacation Pay**
Less than 3,456	4%
3,456 hours or more	6%
8,640 hours or more	8%
17,280 hours or more	9%
25,920 hours or more	10%
38,016 hours or more	11%
41,472 hours or more	12%
43,200 hours or more	12.7%

c) **Vacation Accumulation While on Leave**
The following applies to leaves other than statutory leaves.

i) Vacation will accrue for the first year of an employee's leave which the employee shall be entitled to use as time off upon their return to work. All vacation beyond the first year will still accrue however cannot be used for time off, and instead will be paid out to the employee within 30 days upon their return to work or upon termination of employment.

ii) Upon return to work, the employee will receive prorated vacation entitlements for the current year based on the return date to be used as time off and the remaining time off for the returning year (i.e. the portion of the year prior to their return to work) will be paid out as per (i) above.

15.02 When an employee's employment terminates, they shall be entitled to a pro-rated payment for any earned and untaken vacation. If the employee has taken vacation that they have not yet earned, then the Employer shall deduct this money from any outstanding monies owed to the employee and/or the Employer may pursue appropriate action to recover the money.

15.03 Work During Vacation/Holidays

Should an employee who has commenced their scheduled vacation or a holiday as defined in Article 14.01, and agrees upon request by the Employer to return to perform work during the vacation period or holiday, the employee shall be paid at the rate of one and one-half (1-1/2) times their basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was

performed, the employee will receive one (1) vacation day or holiday off for each day on which they have so worked.

15.04 Illness During Vacation

(The following clause is applicable to full-time employees only)

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient in a hospital or on home care the period of such hospitalization or home care shall be considered sick leave.

The portion of the employee's vacation, which is deemed to be sick leave under the above provisions, will not be counted against the employee's vacation credits.

15.05 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 17.02.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

15.06 Vacation Scheduling

The Employer will endeavour to schedule vacations on as equitable a basis as possible, having regard to the efficient operation of the workplace. The Employer will give preference to the vacation period requested by each employee, but of necessity, the Employer must reserve the final decision as to the scheduling of vacation.

Employees shall submit their vacation preferences to the Employer by March 1st of each year. The Employer shall respond to all vacation requests, on or before March 30th of the same year.

In the event of a vacation scheduling conflict between the employees, preference will be granted on a seniority basis.

Vacation requests submitted after March 1st, shall be determined by the Employer on a first come first serve basis.

Vacation entitlements may be taken in whole or in part at any time of the year between January 1st and December 31st.

An employee will not be permitted to hold over any portion of unused vacation entitlement from one year to the next, except with the approval of the Chief

Administrative Officer or their designate and on the understanding that all carried over vacation must be used by February 28th of the following year. Such requests shall be submitted to the Chief of Paramedics, in writing, no later than September 30th of the current year. No payments will be made by the Employer in lieu of vacation except in cases of termination of employment.

15.07 Minimum Complement of Full-time Employees

The Employer shall backfill a minimum of seven (7) employees' time-off requests on day shifts and seven (7) employees' time off requests on night shifts where more than 48 hours' notice is provided by the employee requesting such time off. Employees on maternity leave, parental leave, STD, LTD, WSIB or any other approved leave will not be considered as a part of the minimum complement above. Where less than 48 hours' notice of the request is given or additional requests for vacation are made, such requests shall be considered based on part-time availability and operational demands.

Maximum number of part-time employees to be held back for coverage shall be five (5).

15.08 Cancellation of Vacation

Employees must provide a minimum of forty-eight (48) hours' notice to cancel vacation.

Article 16 – Sick Leave

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

16.02 The Employer shall provide to each full-time permanent employee a maximum of one hundred and twenty (120) hours sick leave annually (January 1st. to December 31st.) with pay. These hours may not be accumulated from year to year and shall have no cash value on termination of employment.

New permanent full-time employees who have worked less than one (l) calendar year (January 1st. to December 31st.) shall be provided with sick hours pro-rated according to time worked in the calendar year.

Employees may use up to forty-eight (48) hours in sick leave as personal leave in any one (l) calendar year.

Personal days are to be used in the event of a family illness or for any personal/family appointments.

Personal days will not be used to augment vacation days.

The Employer reserves the right to request verification.

The Employer acknowledges that it is not the intent to request verification from every employee for each absence.

Where the Employer requires an employee to obtain verification the Employer shall pay all related fees for the verification.

16.03 a) An employee may be required to produce a certificate from a qualified medical practitioner of the employee's choice for any illness, certifying that such employee was unable to carry out their duties due to illness.

Failure to produce a certificate, if required, will result in loss of pay for the period in question.

Where the Employer requires an employee to obtain a medical certificate of health or to have a physical, the Employer shall pay all related fees for the required examination and report.

The Employer acknowledges that it is not the intent to request a medical certificate from every employee for each absence.

b) The Employer agrees to reimburse to the employee the cost for any medical certificate required by a third party with respect to any benefits provided for in the Collective Agreement up to $30.00 per certificate to a maximum of $90.00 per calendar year.

The Employer requires an original receipt complete with the Doctor's name, address and date and that the receipt is in regards to the required certificate.

16.04 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, they shall not receive sick leave credit for the period of such absence, but shall retain their credit, if any, existing at the time of such leave or layoff.

16.05 When an employee has been approved and is in receipt of the Weekly Income Insurance Program the sick leave provided for in Article 16.02 shall not be reduced and the wages during the qualifying period will be paid by the Employer.

16.06 For purposes of this Article, employees employed full-time as of July 26, 2000 with the P.R.H.C. Ambulance Department and who became employees of the Employer on November 6, 2000, shall receive a one (I) time bank of seventy-five (75) days (900 hours).

These days may be used as sick days or for the purposes of top up of the Weekly Income Insurance Program.

The seventy-five (75) bank days shall have no cash value other than provided for in this clause.

16.07 Payment Pending Determination of WSIB

(The following clause is applicable to full-time employees only)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the Weekly Income Insurance Plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board or the Weekly Income Insurance Plan Carrier.

Article 17 - Leave Of Absence

17.01 Leave of absence without pay and without loss of seniority shall be granted to officers or duly appointed representatives of the Union for Union activities.

Employees on leave of absence for Union activities will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the Union for all wages received during such absence.

Requests for Union leave shall not be unreasonably refused.

17.02 Bereavement

A full-time employee shall be granted, with pay, a maximum of:

Five (5) shifts leave in the case of the death of their immediate family which shall be defined as: spouse, children, step-children, parent, mother-in-law, father-in-law, brother or sister;

Three (3) shifts leave in case of the death of brother-in-law; sister-in-law, daughter-in-law, son-in-law, grandchild or grandparent;

Leave for the day of the funeral in the case of the death of an aunt, uncle, niece, nephew, other person as may have been a member of the employee's household at the time of the death (i.e. guardian or ward) provided the funeral falls on a normal working day and further provided that the employee attends the funeral. If the funeral falls on a day when an employee is scheduled to work on a night shift, then the employee may take a single night shift off.

All relations shall include relations through spouse.

Part-time employees will be compensated only for wages lost as a result of taking bereavement time under this Article for scheduled days at work between the date of death and date of the funeral to the above maximums.
One representative of Local 4911 shall be permitted a leave with pay to attend the funeral of a fellow employee of the County who is a member of Local 4911 or Local 1306 of the Canadian Union of Public Employees.
For the purposes of this article only, “spouse” shall mean a marital relationship or relationship of at least one (1) year in the case of a common-law heterosexual or same sex relationship.

17.03 Employees shall be permitted time off to vote in elections in accordance with the minimum legislative requirements.

17.04 The Employer may grant leave of absence without pay and without loss of seniority to any employee who requests it for good and sufficient cause. The request shall be made in writing to the Chief of Paramedics or their designate and shall specify the length of the absence. Such leave shall not be unreasonably withheld.

17.05 Position with the Union

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what their normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

17.06 Jury & Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

1) notifies the Employer immediately on the employee's notification that they will be required to attend at court;

2) presents proof of service requiring the employee's attendance;

3) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

In granting paid time off for Jury and Witness Duty, the Employer shall not unreasonably withhold the allowing of such paid time off. Similarly, the employee shall work the appropriate amounts of the time when they are not required to be present at court for Jury and Witness Duty. If an employee is required to attend Jury or Witness Duty, when an employee is scheduled to work the night shifts, then the employee shall have their schedule changed to the day shift during the length of the Jury, Witness Duty.

(The following paragraph is applicable to full-time employees only)

Where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Employer on their regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than they are scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Employer is unable to reschedule the employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at time and one-half (1 ½) their hourly rate subject to 1), 2) and 3) above.

(The following paragraph is applicable to part-time employees only)

Where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Employer on their regularly scheduled day off, they shall be paid for all hours actually spent at such hearings at time and one-half (1 ½) their hourly rate subject to 1), 2) and 3) above.

17.07 Pregnancy Leave

a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.

c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

d) Effective June 6, 2005 and on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Collective Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit as noted below. Receipt by the Employer of the employee's employment insurance bi-weekly pay remittance shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The supplement, subject to maximum allowable SUB payment under Employment Insurance legislation, shall be equal to the difference between the payments received from the Employment Insurance Commission and eighty (80) percent of the employee's regular straight time pay for a maximum of fifteen (15) weeks, minus any statutory deductions, to be paid by the Employer. The supplement payment will begin in the first pay period following receipt by the Employer that the employee is in receipt of Employment Insurance pregnancy benefits.
An employee who is on pregnancy leave as provided under this Collective Agreement and who is subject to the Employment Insurance waiting period, will receive payments for this period equivalent to eighty (80) percent of the regular straight time pay for the employee's classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

Notwithstanding the foregoing, the top up entitlements for an employee who elects to receive a lower employment insurance benefit spread over a longer period of time as may be permitted by the Employment Insurance Act (Canada) will not cumulatively exceed the Employer's obligation without such election.

e) Subject to any changes to the employee's status, which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift, in the same classification and at the current rate of pay.

(The following paragraphs are applicable to fulltime employees only)

f) Credits for service and seniority shall accumulate while an employee is on pregnancy leave.

g) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, if any, in which the employee is participating while the employee is on pregnancy leave.

(The following paragraphs are applicable to parttime employees only)

h) Credits for service and seniority shall accumulate while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

i) The Employer will continue to pay its share of pension contributions during the period of pregnancy leave unless the employee advises the Employer, in writing, that she chooses not to continue to pay her own share of the pension contributions. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

j) Subject to any changes to the employee's status, which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift, in the same classification, and at the current rate of pay.

17.08 Parental Leave

a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his/ her own.

d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An 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 two (2) weeks in advance thereof.

e) Effective June 6, 2005 and on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Collective Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit as noted below. Receipt by the Employer of the employee's employment insurance bi-weekly pay remittance shall constitute proof that they are in receipt of Employment Insurance parental benefits.

The supplement, subject to maximum allowable SUB payment under Employment Insurance legislation, shall be paid the difference between the payments received from the Employment Insurance Commission and eighty (80) percent of the employee's regular straight time pay for a maximum of ten (10) weeks, minus any statutory deductions, to be paid by the Employer. The supplement payment will begin in the first pay period following receipt by the Employer that the employee is in receipt of Employment Insurance parental benefits.

An employee who is on parental leave as provided under this Collective Agreement and who is subject to the Employment Insurance waiting period, will receive payments for this period equivalent eighty (80) percent of the regular straight time pay for the employee's classification which they were receiving on the last day worked prior to the commencement of the parental leave.

Notwithstanding the foregoing, the top up entitlements for an employee who elects to receive a lower employment insurance benefit spread over a longer period of time as may be permitted by the Employment Insurance Act (Canada) will not cumulatively exceed the Employer's obligation without such election.

f) Subject to any changes to the employee's status, which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift, in the same classification, and at the current rate of pay.

(The following paragraphs are applicable to fulltime employees only)

g) Credits for service and seniority shall accumulate while an employee is on parental leave.

h) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, if any, in which the employee is participating while the employee is on parental leave.

(The following paragraphs are applicable to parttime employees only)

i) Credits for service and seniority shall accumulate while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

j) The Employer will continue to pay its share of pension contributions during the period of parental leave unless the employee advises the Employer, in writing, that they choose not to continue to pay their own share of the pension contributions. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

17.09 Education Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade or maintain their employment qualifications. Where employees are required by the Employer to take courses to upgrade, maintain or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses. Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at the following:

1) a recognized upgrading course;

2) a seminar related to employment with the Employer; or

3) educational studies, which are not required but are related to an employee’s work.

The Employer will consider payment on an individual basis the costs associated with courses, seminars or educational studies outlined above.

17.10 Pre-Paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

1) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

2) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion).

3) The number of employees that may be absent at any one (l) time shall be determined between the Union and the Employer. The duration for purposes of the program shall be any period as may be agreed upon by the employee, the Union and the Employer.

4) Where there are more applications than spaces allotted, seniority shall govern.

5) During the four (4) years of salary deferral, twenty (20) percent of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.

6) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.

7) The Employer will continue to pay its share of the contributions of the subsidized employee benefits during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to O.M.E.R.S. will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

8) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.

9) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

10) The Employer will endeavour to find a replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

11) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.

12) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:

i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.

ii) The period of salary deferral and the period for which the leave is requested.

iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

17.11 Emergency Leave

The Employer shall provide Emergency Leave as per the *Employment Standards Act*, 2000, as amended.

Article 18 - Payment of Wages & Allowances

18.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. Every employee shall be provided with an itemized statement of their wages and deductions on a bi-weekly basis.

18.02 Mileage

Mileage rates paid to employees using their own automobiles for approved County business shall be paid at the rate as established by County Council from time to time.

18.03 It is understood that the Employer shall pay for any medicals for any license required to drive an ambulance up to the current OMA fee schedule.

The Employer requires an original receipt complete with the doctor’s name, address and date, and that the receipt is in regards to a required certificate.

18.04 The Employer agrees that employees required by the Employer to report to the Apsley Base shall be paid mileage for the use of their motor vehicle at the rate as established by County Council for each kilometre travelled from the Peterborough base or their home, whichever is less.

18.05 Transfer to Higher Paying Position

When an employee temporarily substitutes or performs the duties of a higher paying position, they shall receive the higher rate after they have performed the duties of the position for five (5) consecutive hours.

18.06 Transfer to Lower Paying Position

An employee, who is transferred to a position paying a lower range of wage rates, will be paid at the wage rate in the new range, which is closest to their present rate.

18.07 Payment for Meetings

Management – Agreed to Pay	Management – Agreed to Pay If	Management – Not to Pay
1. Workplace Investigations – Fact Finding/Investigations. **Find Rep on shift 1st if not available off shift paid by Employer**	1. Grievance Precursor - The union will attempt to find an available steward to attend such meetings. If not possible, Management will backfill a Steward when required to attend per the Collective Agreement	1. Return to Work (Simple – Parental, Maternity, etc)
2. Discipline **Find Rep on shift 1st if not available off shift paid by Employer**	2. Grievance Step 1 and Step 2 – The union will attempt to provide Grievance Committee members who are off shift to attend such meetings. If not possible, Management will backfill Grievance Committee Members to enable attendance per the Collective Agreement	2. Coaching/ Performance Feedback (if simple or Day to Day Supervision)
3. PCCP Investigations **Find Rep on shift 1st if not available off shift paid by Employer**	**3**. Coaching with consequences (refers to employee coaching processes/ conversation that has the potential to have consequences like discipline if correction isn't made.	3. PCCP Fact Finding – Witness or Investigation Warranted
4. Labour Management and Service Advisory **Paid By Employer for both on shift and off shift**		4. Conflict Resolution
5. Health and Safety **Paid By Employer for both on shift and off shift**		

6. Return to Work (more complicated) or Accommodations paid by Employer for both on shift and off shift		
7. New Employees **Paid by Employer Union Rep on shift**		
8. Negotiations Paid by Employer if working day of Night shift before and/or after		

Article 19 - Employee Benefits

19.01 The Employer shall arrange to pay the required premiums for each eligible full-time permanent employee, except as provided in Article 19.08, for the following:

1) The Employer's Health Tax;

2) Semi-private hospital care;

3) Extended Health Plan, ten (10) dollars single and twenty (20) dollars family deductible. Effective February 1, 2018, mandatory generic drug substitution unless otherwise medically required as prescribed and validated by a physician. It is agreed that if the brand name is medically required and validated by the physician, and acceptable to Manulife, the employee shall not be required to pay any additional costs.

4) A dental plan equivalent to the plan known as Liberty Health Plan # 9 at the current O.D.A. fee schedule, by a carrier acceptable to the parties to this Collective Agreement;

5) Manulife Vision care equal to three hundred and twenty-five (325) dollars and moving to five hundred (500) dollars effective January 1, 2024 in a twenty-four- (24) month period for prescription glasses or contacts. An employee may elect to use vision coverage in one 24-month period to pay for the cost of laser surgery.

   Vision care expense when prescribed by an ophthalmologist, optometrist, or oculist: eye exams, including refractions, up to the eye exam maximum shown in the Benefit Schedule (which states one hundred ($100) dollars every twenty-four (24) months).

6) Manulife Deluxe Travel Plan. The Deluxe Travel Plan coverage shall terminate at age sixty-five (65). A permanent full time active employee who

has reached age sixty-five (65), shall receive in lieu, an amount equal to the cost of the premium that the employer would have otherwise paid on behalf of the employee immediately prior to age 65, to be paid on a monthly basis.

7) Group Life Insurance at two (2) times annual earnings and accidental death and dismemberment insurance; Group Life Insurance and Accidental Death and Dismemberment insurance shall be reduced to one (1) times annual earnings at age sixty-five (65). A permanent full time active employee who has reached age sixty-five (65), shall receive in lieu, an amount equal to the differential of the reduced cost of the premium that the employer would have otherwise paid on behalf of the employee immediately prior to age 65, to be paid on a monthly basis.

8) A weekly income disability plan equal to seventy-five (75) percent of weekly earnings to a maximum of one thousand and fifty (1,050) dollars per week, (effective February 1, 2018 to a maximum of one thousand four hundred and twenty-five (1,425) dollars per week), with disability benefits payable from the fifteenth (15th) day of disability due to an accident or sickness to a maximum of seventeen (17) weeks; and

9) A long term disability plan equal to seventy-five (75) percent of normal basic earnings to a maximum of three thousand and five hundred (3,500) dollars per month following the one hundred and nineteenth (119th) day of disability. The Long Term Disability plan coverage shall terminate at age sixty-five (65), less the applicable waiting period. A permanent full time active employee who has reached age sixty-five (65), shall receive in lieu, an amount equal to the cost of the premium that the employer would have otherwise paid on behalf of the employee immediately prior to age 65, to be paid on a monthly basis.

10) The Employer agrees to pay the premiums necessary to maintain in force a general liability insurance policy in the amount of at least two (2) million dollars.

11) The employer agrees to pay premiums necessary to provide enrolment and access to the Employee Assistance Program (EAP) for full time and part time employees.

12) **Paramedical Benefits**

To help minimize the use of sick leave and enhance employee health and fitness, the Employer agrees to pay the premiums for paramedical services for eligible full time employees:

Physiotherapist to a maximum of three hundred and fifty dollars (350), moving to five hundred (500) per calendar year (effective January 1, 2024).

Chiropractor to a maximum of three hundred and fifty dollars (350), moving to five hundred dollars (500) per calendar year (effective January 1, 2024).

Clinical Psychologist, Therapist or Social Worker to a maximum of five hundred dollars (500) per calendar year effective January 1, 2024.

Massage Therapist, to a maximum of three hundred and fifty dollars (350), moving to five hundred dollars (500) per calendar year (effective January 1, 2024), single coverage only, for full time eligible employees, with prior authorization from a physician.

Such benefits are payable only after the annual maximum allowance under the provincial health plan has been paid.

19.02 The Employer shall continue payment for the following benefits from the date of normal retirement for a maximum period of ten (10) years or age sixty-five (65), whichever occurs first, provided that the employee has service with Corporation for a minimum of fifteen (15) years (for purposes of calculating “service with the Corporation” in this Article, Appendix “A” shall apply):The Employer shall continue payment for the following benefits from the date of normal retirement for a maximum period of ten (10) years or age sixty-five (65), whichever occurs first, provided that the employee has service with Corporation for a minimum of fifteen (15) years (for purposes of calculating “service with the Corporation” in this Article, Appendix “A” shall apply):

1) Semi-private hospital care;

2) Extended Health Plan ten (l0) dollars single and twenty (20) dollars family deductible;

3) Vision care equal to three hundred (300) dollars in a twenty-four (24) month period for prescription glasses or contacts; Effective October 1, 2011 increase to three hundred and twenty-five (325) per calendar year. Effective January 1, 2024, five hundred (500) in a twenty-four (24) month period.

4) Deluxe Travel Plan.

As well as the above, the Employer shall provide a dental plan known as “Liberty Health #9” at the current ODA fee schedule, by a carrier acceptable to the parties to this Collective Agreement provided the retiree pays one hundred (100) percent of the cost of the premium to carry this benefit.
Following the ten (10) year period, the employee may request continued coverage, at their own expense. It is the responsibility of the employee to keep the Employer informed of their current address and to submit such a request.
The Employer's premium assistance may stop or be reduced if any government premium assistance is available, and the employee shall make the necessary application for such assistance.

Normal retirement for the purpose of this article shall mean on or after age fifty-five (55), to age sixty-five (65), and as defined by Ontario Municipal Employees Retirement System.

The benefits to be provided to retired employees shall be those benefits outlined in this section (Article 19.02) of the Collective Agreement as amended from time to time and is subject to Article 19.04.

The benefits provided shall include the cost of their annual fee billed by the Provincial Government for retired employees to have access to Ontario Drug Benefit Program. The benefits provided shall also provide for the costs of prescriptions.

19.03 A copy of all current master policies pertaining to County operations of the benefits referred to in this Article shall be provided to the Union.

19.04 Change of Carrier

(The following clauses are applicable to full-time employees only)

It is understood that the Employer may at any time substitute another carrier for the benefits outlined in this Article provided that there is no reduction in the benefits provided. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Employer shall notify the Local Union in writing of any change in carriers.

19.05 In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System (OMERS) as provided by the Act. The Employer and employee shall make contributions in accordance with the provisions of the Plan.In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System (OMERS) as provided by the Act. The Employer and employee shall make contributions in accordance with the provisions of the Plan.

19.06 Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 12.04 a) 2) in any classification(s), the Employer will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under OMERS within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 12.04 a) 2).
An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to one-

thousand (1,000) dollars for each year less than age sixty-five (65) to a maximum of five-thousand (5,000) dollars upon retirement.

19.07 Benefits for Part-Time Employees

(The following clause is applicable to part-time employees only)

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay where applicable save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, parental supplemental unemployment benefits and maternity supplemental unemployment benefits) an amount equal to fourteen (14) percent of their regular straight time hourly rate for all straight time hours paid.

Part-time employees may choose to participate in OMERS as provided by the act. The Employer and Employee shall make contributions in accordance with the provisions of the Plan.

19.08 The Employer shall continue to pay the required premiums for the benefits outlined in Article 19.01 for a period of twenty-four (24) months for eligible permanent full-time employees who are absent from work due to illness or injury, and who are in receipt of Weekly Income (Short Term Disability), Long Term Disability or Workplace Safety and Insurance benefits. At the end of twenty-four (24) months, the eligible permanent employee may request the Employer to continue the group benefits provided the employee reimburses the Employer for the cost of the premiums.

If no request is made by the employee to continue coverage through the Employer's Plan, the benefit package will be discontinued.

19.09 Employment Insurance Reduction Rebate

Employee's share of the EI Premium reduction rebate will be paid to employees annually in the month of March.

Article 20 - Accidents and Safety

20.01 Joint Health and Safety Committee

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

b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health & Safety Committee at least one (I) representative selected or appointed by the Union from amongst bargaining unit employees.

c) 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.

d) The Employer agrees to co-operate reasonably in providing necessary information to the Committee.

e) Meetings shall be held every third 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.

f) Any representative appointed or selected in accordance with b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at their regular or overtime rate as may be applicable.

g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observance of all safety rules and practices.

h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the pregnancy leave referred to in Article 17.07.

i) Where the Employer identifies high-risk areas where employees are exposed to Hepatitis B, the Employer will provide, at no cost to the employees, a Hepatitis B vaccine.

20.02 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

20.03 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

20.04 Time lost by an employee as a result of being quarantined by a certified medical practitioner because of a job related incident shall be treated as a leave of absence with pay for the duration of the quarantine.

In the case of time lost by an employee as a result of any public health agency mandate, said employee shall have access to up to twenty-four (24) hours sick leave, per year, in addition to any entitlement under Article 16.02.

20.05 The Employer shall supply approved safety helmets for all employees who require them.

20.06 Certified Worker

The Employer accepts that one (I) CUPE member covering this Collective Agreement who is to serve on the Joint Occupational Health and Safety Committee will be selected among those to be trained as a certified worker under the *Occupational Health & Safety Act*. Any costs associated with the initial training of a certified worker will be paid by the Employer, or as may be prescribed pursuant to the *Occupational Health and Safety Act.*

20.07 Occupational Hazards Compensation

The Employer shall reimburse an employee for reasonable damages to eyeglasses, hearing aids, watches or clothing, which occur, arising out of, or in the course of employment. The Employer's liability shall not exceed one hundred (100) dollars per incident for other prescribed prosthetics.
The Employer requires an original itemized receipt for the replacement item(s).

The Employer will ensure provision of any required or prescribed medication for treatment of an occupationally acquired illness, at no cost to the employee.

20.08 Modified Work

When it is medically determined that an employee is unable to return to the full duties of their position because of disability, the Employer will meet with the Local Union to discuss the circumstances surrounding that employee's return to suitable work.

Article 21 - General

21.01 Employees shall have proper accommodation to eat their meals while working at the workplaces of the Employer.

21.02 a) The Employer shall provide bulletin boards at each base which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Employer shall approve all notices and shall signify their approval by initialling them. Such approval shall not be unreasonably withheld.

b) The Employer shall provide access to their internal e-mail system at each base so that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Employer shall approve all notices prior to the posting. Such approval shall not be unreasonably withheld.

21.03 Uniforms

Uniforms will be supplied by the Employer ready to wear, laundered and in good repair. Uniforms will be replaced as needed, upon return of the old uniform to the issuing department. It is agreed that part of the uniform issue will include C.S.A. approved safety footwear.

Boot Allowance of two-hundred ($200) dollars, employees have the option to utilize the voucher system as provided by the employer and/or submit a receipt to the employer for reimbursement.

An employee who leaves the employ of the County of Peterborough for any reason must return all uniforms.

21.04 Protective Clothing

An employee required to work outside the workplace in inclement conditions, will be provided with appropriate clothing at any time of the year.

21.05 Tools and Equipment

The Employer shall approve and provide all tools and equipment required by an employee in the performance of their duties.

21.06 Union Meeting Space

The Employer shall provide sufficient meeting space to allow the Local Union to hold its monthly meetings on the Employers premises at a time mutually agreed to.

21.07 a) **Workplace Safety and Insurance Board**

The Employer agrees to provide a copy of the Workplace Safety and Insurance Board Form #7 at the same time as it is sent to the Board. A copy of the form #7 will be provided to the Union President upon written request and consent of the employee.

b) **W.S.I.B. Issues – Reinstatement Committee**

The Employer will notify the President of the Union of the names of all members of the bargaining unit off work due to work related injury (whether or not the members are in receipt of WSIB Benefits) and those on LTD, on a monthly basis.

When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will endeavour to provide modified work. A meeting will be held with the Union to discuss the circumstances surrounding the employee's return to suitable work including what accommodations can be made. This meeting will include the employee, Director of Human Resources or designate, Chief of Paramedics or designate and a member of the Local Executive.

21.08 Printing of Agreement

The Union and the Employer will jointly bear the cost of a printed Collective Agreement.

21.09 Employee Contact Information

Employees are required to ensure the Employer has, at all times, current contact information including address, phone number(s) and email to be held confidentially and to be used only by the Employer.

The employee will provide current phone number(s) for the answering service.

Article 22 - Job Security

22.01 Technological Change

The Employer will notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.
The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to one (l) year.

Employees with one (l) 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 notification to the Union as above set forth and the requirements of the applicable law.

22.02 Notice of Investigation

i) An investigation is defined as a formal process of examining allegations of misconduct to determine the facts and to present them in an investigative report. This process shall also be used for any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to their work. The regular, on-going quality assurance reviews and workplace audits, including necessary follow-ups and inquiries with affected employees, do not constitute an "investigation". However, if regular reviews/audits indicate that further formal fact finding is required that could lead to discipline, then an investigation as defined here shall occur. In all circumstances, the employee and Union will be notified within ten (10) working days of when the circumstances giving rise to it

occurred or originated or ought reasonably to have come to the attention of the Employer.

ii) When an investigation is triggered, the employee(s) who are the primary subject of the investigation will be advised of the following:

a) Notice in writing including the details of the particulars of the area of concern/complaint that is being referred to investigation;
b) The name of the individual who will be conducting the investigation;
c) The right, if they desire, to have a Union representative at any meetings or hearings that form part of the investigation;
d) Their obligation to cooperate with an investigation;
e) That the investigation has concluded, and what the next steps are, which could include disciplinary action. In such situations, the disciplinary procedures outlined in this Collective Agreement shall be followed.

iii) The parties involved in the investigation will be bound by confidentiality which may at times require signing a formal Confidentiality Agreement. Said confidentiality shall not mean that an employee cannot discuss issues with their Union and/or their spouse unless prohibited by law.

iv) The parties will endeavour to be available for meetings/hearings and other activities related to the investigation to facilitate its earliest completion. If the Employer requires the employee to be away from work during the investigation, the employee shall not suffer any lost remuneration.

v) It is understood that if an investigation results in no disciplinary action being taken against the employee, such information acquired throughout the investigation process shall not form part of the employee's personnel file. The employee and the Union shall receive the formal written results of the investigation. An employee has the right to review Their personnel file as provided in Article 9.04 of this agreement.

vi) If this procedure is not followed, the issue giving rise to the investigation shall not be used against them at any time.

22.03 In order to provide job security for the members of the bargaining unit, the Employer agrees that no employee shall be laid off as a result of the sub-contracting out of any work.

22.04 In the event that the Employer seeks or is compelled to merge or amalgamate with another Employer, the Employer will attempt to secure the following conditions for all employees falling within the bargaining unit:

1) seniority rights;
2) service credits relating to vacations, benefits and sick leave;
3) conditions of their employment and wage rates.

22.05 Except in cases of emergency where regular employees are not available, or where it is necessary for the purpose of instruction or experimentation, persons not in the bargaining unit shall not perform work normally performed by members of the bargaining unit.

Article 23 - Interpretation

23.01 Wherever the singular or masculine is used in this Collective Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

23.02 Wherever the terms spouse, husband or wife is used in this Collective Agreement, the source of the definition shall be the current Ontario Municipal Employees Retirement System's (OMERS) definition.

Article 24 - Term of the Collective Agreement

24.01 This Collective Agreement shall be binding and remain in effect until December 31, 2025.

24.02 Either party desiring to propose changes or amendments to this Collective Agreement shall within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, that party is required to enter into negotiations for a renewal or revision of the Collective Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to negotiate a revised or new agreement.

Article 25 - Job Classification and Description

25.01 If a new job is established, the Employer will set a rate for the job and immediately notify the Union. If this rate is acceptable to the Union it becomes the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer concerned, and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If these negotiations fail to produce a satisfactory rate, the Union shall have the right to have a rate fixed by a Board of Arbitration in a similar manner as outlined in the grievance procedure with respect to arbitration.

25.02 The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. The Employer shall provide to the Secretary of the Union as well as to the President of the Union a copy of all job descriptions for positions covered by the Collective Agreement.

25.03 The Employer shall prepare a new job description whenever a job is created. When a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer shall give a copy of the new job

description to the Secretary of the Union with a copy to the President of the Union at least fifteen (15) working days prior to the posting of the position.

25.04 When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred 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 classifications.

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

DATED at Peterborough, Ontario this 24th **day of** January**, 2024.**

Signed on behalf of the Bargaining Committee for The Corporation of the County of Peterborough

Mary Spence (Jan 24, 2024 16:14 EST)

Patricia Bromfield (Feb 5, 2024 13:13 EST)

Signed on behalf of the Bargaining Committee for The Canadian Union of Public Employees, Local 4911

Natalie Waters

Natalie Waters (Feb 5, 2024 13:15 EST)

Stephanie Duggan (Feb 5, 2024 13:16 EST)

Tiffany Covell (Feb 5, 2024 16:37 EST)

Jordan Lean (Feb 5, 2024 16:39 EST)

Josh Hogan (Feb 5, 2024 17:07 EST)

GRCowling

GRCowling (Feb 7, 2024 08:59 EST)

Reviewed by KG/COPE491
Prepared by Employer

Schedule “A”

Covering the Period: January 1, 2023 - December 31, 2023 Representing a 3% increase				
Job Title	**Start 85%**	**680 Hours 90%**	**1728 Hours 95%**	**3456 Hours 100%**
	Hourly	**Hourly**	**Hourly**	**Hourly**
Attendant	$ 34.57	$ 36.61	$ 38.64	$ 40.67
P1 (PCP)	$ 37.44	$ 39.64	$ 41.84	$ 44.04
P2 (ACP)	$ 41.59	$ 44.03	$ 46.48	$ 48.93

Covering the Period: January 1, 2024 - December 31, 2024 Representing a 3% increase				
Job Title	**Start 85%**	**680 Hours 90%**	**1728 Hours 95%**	**3456 Hours 100%**
	Hourly	**Hourly**	**Hourly**	**Hourly**
Attendant	$ 35.61	$ 37.71	$ 39.80	$ 41.89
P1 (PCP)	$ 38.56	$ 40.83	$ 43.10	$ 45.36
P2 (ACP)	$ 42.83	$ 45.35	$ 47.87	$ 50.39

Covering the Period: January 1, 2025 - December 31, 2025 Representing a 3% increase				
Job Title	**Start 85%**	**680 Hours 90%**	**1728 Hours 95%**	**3456 Hours 100%**
	Hourly	**Hourly**	**Hourly**	**Hourly**
Attendant	$ 36.68	$ 38.84	$ 40.99	$ 43.15
P1 (PCP)	$ 39.72	$ 42.05	$ 44.39	$ 46.73
P2 (ACP)	$ 44.12	$ 46.71	$ 49.31	$ 51.90

Salary Grid

Employees shall progress through a salary grid based on their service with the Employer.

Probationary employees in all classifications shall be at eighty-five (85) percent of the end rate.

Permanent employees in all classifications shall be at ninety (90) percent of the end rate.

The rate at the end of six (6) months, or for part-time employees after six hundred and eighty (680) hours in all classifications, shall be ninety (90) percent of the end rate.

The rate at the end of twelve (12) months, or for part-time employees after one thousand and seven hundred and twenty-eight (1728) hours in all classifications, shall be ninety-five (95) percent of the end rate.

The rate at the end of twenty-four (24) months, or for part-time employees three thousand, four hundred and fifty-six (3,456) hours in all classifications, shall be one hundred (l00) percent of the end rate.

Service with Previous Employer(s)

For the purpose of progression through the salary grid only, employees may use documented service from a comparable Emergency Medical Service provided that any break in service between employer(s) is not greater than three (3) months. Each completed year with another service will be credited as six (6) months with the Employer, to a maximum credited service of one (1) year. This credited service for purposes of progression through the salary grid does not have any impact on the period of probation.

APPENDIX "A": Past Service – November 6, 2000

The following employees in the bargaining unit who came from PRHC and Apsley on November 6, 2000 shall have their unbroken past service and seniority recognized for all purposes except notice and severance pursuant to the employment standards act. (Agreed May 13, 2002)

Full-Time and Part-Time

* Plummer, G.	Nicholson, C.
* Thomas, A.	* Packman, M.
* Landon, G.	* Trotter, L.
* Gratton, G.	* Watson, D.
* Reid, K.	Martin, A.
* Cowling, G.	Courneyea ,J.
* Gratton, A.	* Micks, J.
* Parker, J.	Gibson, A.
* Covell, T.	* Jeffries, D.

* Indicates full-time employees as of October 4, 2002.

Letter of Understanding #1: Process for Determining Unpaid Time-Off for Part-time Employees on a Temporary Full-time Contract

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

The Parties hereby agree that a process similar to that used to determine vacation and stat days for full-time employees be applied to calculate unpaid time off for part-time employees who request time off during the term of a temporary full-time contract.
The time off will be:

1. unpaid;

2. pro-rated by calculating the applicant's seniority at the time of the posting and the term of the contract (in calendar days);

3. honoured, if:

    a. requested at the beginning of the contract resulting from prior commitments and
    b. are within the amount allowed as per above;
    c. no full-time employee has been previously denied the shift off; and
    d. subject to the same rules and procedures that apply to full-time employees requesting time off.

Further, it is agreed that the employer will consider and will not unreasonably withhold a request from the employee for additional unpaid time off for extenuating circumstances restricted to health reasons, family and/or elder care requirements. All requests under extenuating circumstances shall be honoured in accordance with the Ontario Human Rights Code.

Letter of Understanding #2: Job Sharing

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

RE: Job Sharing

The parties agree to provide a job-share for Paramedic employees in accordance with the following guidelines and principles. Should there be any discrepancy between this agreement and the Collective Agreement, this agreement takes precedence over the terms and conditions of the Collective Agreement for the job sharing employees only.

The parties recognize and agree to the following:

- That the schedule to be worked by the job sharers shall be equal to one (1) full-time position.
- That job sharing arrangement will involve two (2) full-time employees working 50% each, or one (1) full-time employee and one part-time employee sharing the regular work schedule equally.
- That the Collective Agreement is in effect except as modified in this letter of understanding.
- That employees fulfilling their probationary period are not eligible to participate in a job share arrangement.
- That the County and the Union agree to permit and implement a minimum of two (2) job sharing positions (four (4) participants), providing such number of requests are made, and the parties agree that there is no obligation to implement any additional job sharing positions except as provided for under section 28 below.
- That the job share arrangement(s) shall be at no additional cost to the County.

Job sharing is defined as an alternative work arrangement subject to the following:

1. Within sixty (60) days of ratification the Employer will advise employees of the availability of job sharing positions. Interested employees shall complete and submit a written application to the Chief of Paramedics and copied to Human Resources. Upon receiving an application, the Employer will post the job sharing opportunity/opportunities requested (based on the foregoing quantum of shares) to then be filled in accordance with this LOU (based on seniority if more than one employee applies for any given posted job share).
2. Job sharing participation is completely voluntary. It involves sharing a single full-time position with a commitment of both partners for the duration of the agreement.
3. In the event a request is initiated by one interested permanent full-time employee and through the posting process a job sharing partner is not identified, the other half of the job share will be posted in accordance with the requirements of the Collective Agreement. Full-time and part-time employees will be eligible to apply to job share postings and seniority shall be the deciding factor where competing applications are received. There will be no obligation to post a job share externally.
4. The duties performed, or responsibilities of other staff members, shall not be altered or changed to accommodate the job sharing arrangements.
5. Total hours worked by one pair of job sharing partners shall equal one (1) full-time position. The division of hours shall be at fifty percent (50%) for each of the job sharing participants. Scheduling and availability shall be in accordance with the Collective Agreement except that shifts will be scheduled over a 4 week (2 pay period) timeframe. Scheduling options must be regularly occurring and programmable in Time Manager.
6. Opportunities to work additional shifts including holiday shifts will be consistent with how they are offered to other employees in the employees home position (either Full-time or Part-time).
7. Overtime for job sharing employees will be considered as authorized hours worked in excess of the normal scheduled hours of work and will be compensated as prescribed under Articles 13 of the Collective Agreement.
8. If one (1) of the job share participants leaves a job share arrangement (whether voluntarily e.g. bidding on a new, desire to return to former job, taking a leave, etc. or involuntarily), the remaining job share participant has the option to:
    a. Return to their former status.

b. Request that the County re-post the vacated job sharing position.

9. If the job share is terminated by any party (either the participants and/or the employer) the job share participants will return to their original position (Platoon, base location and start time). The employer shall not cancel a job share except for extraordinary reasons and shall first notify the Union of its intention to do so in order for the parties to meet and discuss the reasons and to attempt to find a solution other than cancellation. In any event employees shall be notified thirty (30) days in advance of any cancellation. .

10. In the event that the vacated job sharing position cannot be filled by another participant, the job share arrangement shall end by the County providing two (2) weeks' notice in writing, and the remaining participant shall return to their former status.

11. It shall be the responsibility of each job share participant to communicate all pertinent information to each other and to keep informed of current workplace communications and activities.

12. Job sharing applications must provide a minimum of thirty (30) days' notice prior to commencing the job share arrangement to allow sufficient time to address scheduling requirements, adjustments to entitlements, etc.

13. Full-time permanent employees who are job sharing participants will continued to be treated as full-time employees to maintain access to OMERS Pension Plan and group benefits. OMERS contributions and service will be based on the fifty percent (50%) pay arrangements. This is subject to change if directed by OMERS to do so.

14. Full-time permanent employees who participate in a job share arrangement shall retain full coverage for Extended Health, Dental and EAP. Basic Life, ADD, Short Term Disability and Long Term Disability will be based on fifty percent (50%) salary levels. The administration of group benefits for job sharing participants will be subject to requirements as directed by Manulife or the County's group benefit insurer.

15. Full-time permanent job sharing participants will retain their seniority accrued to the date the job share arrangement commences and thereafter seniority will accrue based on their actual hours worked and according to the agreed upon calculation used to convert full-time seniority to part-time and part-time to full-time.

16. Full-time permanent job sharing participants will have their vacation, statutory holiday bank, sick and personal time pro-rated upon the start date and end date of the job sharing arrangement. Any required

adjustments such as claw back of overused entitlements will occur prior to the commencement of the job sharing arrangement.

17. Bereavement leave will be as per the Collective Agreement.
18. Union dues will be deducted per the Collective Agreement based on actual earnings.
19. Part-time employees participating in a job share arrangement shall continue to have the same rights and benefits afforded to part-time employees.
20. Part-time employees participating in a job share arrangement shall continue to accrue seniority as outlined in the Collective Agreement.
21. In the event one of the job sharing participants wishes to terminate the arrangement, they must give thirty (30) days' notice to the County and to their job share partner. The Employer will repost the remaining term of that one year job share provided that the job share will end more than three (3) months from the date. Where the job share will end with less than three (3) months remaining the portion of the job share will be backfilled through the language in the collective agreement.
22. Any job share shall run for a one (1) year period. Following the one year period the employer agrees to advise the paramedics that there is an open job share opportunity.
23. Job sharing participants are eligible for shift exchanges per the Collective Agreement.
24. Job sharing participants will not be eligible to apply for temporary full-time contracts while in a job sharing arrangement.
25. Applicants may not be on a leave of absence at the time of the commencement of the job sharing arrangement. Should a participant of an approved job sharing arrangement need to commence a leave, the Employer shall repost the remaining term of the one year job share provided that the job share will end more than three (3) months from the date. Where the job share was scheduled to end with less than three (3) months remaining the portion of the job share will be backfilled in accordance with the collective agreement.
26. Management agrees to discuss the expansion of the number of positions in Job Share agreement.

Letter of Understanding #3: Lateral Transfers

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

The Union and the Employer agree to apply the following:

Where a permanent vacancy or new position occurs in a classification within the bargaining unit and the Employer determines the position is required to be filled, prior to posting such vacancy the Employer shall notify the Union executive of its intention to post the vacancy. The Union executive will then have fourteen (14) days to poll its membership regarding any requests for transfer(s) of base or schedule rotation and report back to the Employer with the Union's suggested employee transfer(s). The Employer will consider the proposed employee transfer(s) and make a determination whether or not to approve based on operational needs and best practices. Upon approval of the proposed transfer(s), the Employer will post the remaining (final) vacancy in accordance with Article 12.01 of the Collective Agreement.

In the event that a permanent vacancy or new position does not occur within a twelve (12) month period, the Union may have one (1) opportunity to provide notification to the employer of its intention to poll its membership and make recommendation to the Employer of proposed employee transfer.

This agreement will in no way retract from or interfere with any management's rights, including the right to transfer and assign employees to schedule rotations and base locations, in accordance with the collective agreement or letters of understanding appended thereto.

The Parties agree that no grievances will be filed on any aspect of the project.

This agreement shall only be in effect for the term of the current Collective Agreement.

While this letter of understanding is in effect, the Parties agree that notwithstanding Article 12.01, in matters of temporary vacancies, appointment shall be made of the senior part-time applicant able to meet the normal requirements of the job.

This letter of understanding is without prejudice or precedent to the position that either party may take in the future.

Letter of Understanding #4: Staffing Assignments

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

The following are the principles and guidelines agreed to by the Employer and the Union to achieve efficiency in making certain assignments mentioned below:

1. The Union recognizes management's right to make ACP and PCP assignments and other staffing assignments in order to maximize coverage and service efficiency. Should a dispute arise out of this Letter of Understanding the Union and Management agree that Article 2 is the superior article and that this Letter of Understanding in no way detracts from or reduces either parties' rights or obligations under the Collective Agreement.

2. In the event of staff training requirements, such as service training and/or assuring an individual's skill retention, the Employer may reassign employees on a temporary basis provided the displaced employee is returned to their former shift and base after training requirements are complete. When an employee(s) must be displaced to accommodate these training requirements, the least senior employee(s) at the applicable base will be moved.

3. In cases where personal and confidential issues arise, the Employer in consultation with the Labour Management Committee may move employees. In considering the movement of employees in this case, the following criteria will be considered in the following order:

   a) the issue or matter surrounding the required change;
   b) the effective operation of the service; and,
   c) seniority.

4. This Letter of Understanding is entered into without prejudice to the position of both parties with respect to any future issues, matters or disputes between them which are not covered directly by the terms of this Letter of Understanding.

Letter of Understanding #5: Backfilling of Shifts

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

It is understood that whenever possible, the backfilling of shifts shall be based on the principles of availability, equitability and seniority as set out in this letter of understanding.

Subject to paragraphs four and five below, when shifts are available and the employer determines the shift will be filled and there is no part-time staff available or timeliness requires the use of a full-time employee, a call-back shall be used. In an effort to maintain equitability and fairness in call-back distribution, the following process is agreed to by the Employer and Union.

If a call back is required and full-time employees are used, the order in which the full-time employees are called will be based initially on a seniority basis and thereafter on a rotational system. If the employee accepts or refuses a shift their name goes to the bottom of the call list. If the employee cannot be reached their name stays in the same position. The employer will maintain a record of call-back requests and the employee status on each request, i.e. accepted, refused or did not answer.

If all the full time staff available are called for such shift with negative or no response, the employer may fill the shift, as they deem necessary.

If the shift required to be filled is within six (6) hours of the shift start time, the employer may use any available staff to fill such shift.

In circumstances where an employee is available to fill multiple shifts i.e. more than one shift such shifts may be given to an employee at the same time provided that 1) all available staff for the prospective shift(s) have been called and have refused or could not be reached for the subsequent shift(s) or 2) there are twenty-four (24) hours or less before the start of the subsequent shift.

Employees that are not working and have had at least eight (8) hours off from their previous shift or other non-County of Peterborough work are considered available for shift(s) under this process.

The union may request information on the shift assignment records should questions of shift assignment arise. The request shall be made in writing and dealt with in normal business hours.

Employees who are called in shall be paid in accordance with the provisions of the collective agreement.

The Letter of Understanding shall expire at the same time as the current collective agreement.

Letter of Understanding #6: Placement of a Full-time Paramedic into a Full-time Temporary Contract Position

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

The parties agree to the following process with respect to temporary contract positions:

a) All temporary contracts shall be a minimum six (6) weeks in duration, and shall be posted as they arise. On each temporary posting it shall indicate the expected duration of such contract, with the intent to post as long as reasonably possible.

b) If a temporary contract position needs to be extended beyond the posted expected end date, the employee currently holding the temporary contract shall be offered the extension.

c) An employee posting into a temporary contract shall carry with them any approved vacation provided that they are for the same date(s), otherwise paragraph (i) below will apply.

d) Available contracts will be sent to all employees via County email and posted for seven (7) days.

e) Full time employees who wish to make a temporary transfer into vacant position(s) and up to two (2) subsequent vacant positions must apply to the posting. In addition, the employee may email the scheduler other shift rotations and/or bases that may arise from subsequent moves, that they are not interested in. Only those people responding to this notification will be contacted during this round of temporary transfers for any and all openings.

f) Human Resources will receive applications from both full and part-time employees and the temporary positions will be awarded to the most senior full-time applicant(s). If no full-time paramedics apply, it will be awarded to the most senior part-time paramedic (who has applied to the posting in the same manner as full-time).

g) The successful candidate will be notified by phone, text and/or County email (as indicated by the candidates' preference on application). Confirmation of acceptance of the contract must be made within two (2) hours unless candidate is currently on shift or coming off night shift where you will have up to eight (8) hours of the offer being made to respond, otherwise the position will be offered to the next most senior applicant.

h) With two (2) weeks' notice, management or any affected employee(s) may terminate the temporary full-time contract and all affected employee(s) will move back to their regular positions. In these circumstances, the Union agrees to forego Article 13.01 of the Collective Agreement regarding the provision of six (6) weeks' notice of schedule changes.

i) The full-time paramedic(s) will be required to resubmit their time off requests to management through the normal channels if they are moving to a different schedule where their approved time off does not apply. These requests will be subject to the established system for approval of time off requests.

j) Previously approved shift exchanges may be cancelled if necessary to facilitate the movement of employees into new positions or returning to their regular positions. It is not the intent of management to cancel shift exchanges without just cause.

k) Movement of employees into or out of temporary full-time contracts may result in the potential loss of regular hours where a portion of a shift exchange has occurred prior to the movement of staff under this process. This may affect any employee involved in a shift exchange with an employee moving into or out of a contract. Should this occur, the full-time employee(s), management and the union will work together to find an appropriate solution as long as such agreement does not require the creation of new or additional shifts.

l) In circumstances where scheduling issues arise due to the movement of full-time employee into or out of a temporary full-time contract, the FT employee will make any scheduling changes necessary to address scheduling issues i.e. movement of a full-time employee from a shift pattern that is scheduled for a night shift and the new shift pattern starts on the following day shift.

The parties agree to meet six (6) months after ratification to review this process.

Letter of Understanding #7: Union Request for Internet & Wireless Router Installation

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

It is agreed that the Union shall be permitted to arrange for installation of internet access and wireless routers (to provide wi-fi access on a trial basis) at agreed upon County facility locations for its members. To ensure concerns regarding appropriate use and technological compatibility with County infrastructure, installation is subject to the following:

- Any and all costs associated with the installation, maintenance and any other contractual obligations belong solely to CUPE 4911;
- The initial trial period shall run from May 1, 2016 to April 30, 2017, and shall continue unless issues arise;
- All internet to be supplied through Nexicom;
- All Internet to be separate lines from existing County internet in each building (PCCP base locations);
- Wireless routers to be installed in the common area of each base (not housed with the County's other information technology equipment);
- County Information Technology Manager to be advised of installation and implementation plans and to be provided an opportunity to have input to and/or defer implementation if such could be deemed detrimental to the County's information technology infrastructure or current access;
- County Information Technology Manager to be advised of any required or suggested modifications or upgrades to installed hardware/software prior to any agreements for such being made between CUPE 4911 and the service provider and they shall have final decision making authority as to whether such changes can be made;
- No implementation or maintenance support will be required from County Information Technology employees;
- All County policies and procedures that relate to use of internet and codes of conduct, whether for personal or business use, shall apply to employees making use of the Union provided internet access while on County premises or when deemed to be representing the County in any capacity;

- The Union shall arrange for County access to internet data when such is available and is required to complete a workplace investigation. This request shall be in writing and outline the nature of the investigation.
- Employee access to and usage of Union provided internet access will not in any way interfere with employee duties and responsibilities;
- The County shall notify the Union in writing of its intention and reason to close down or temporarily suspend the Union provided internet. This may occur when violations of policy and/or workplace protocols that are contrary to laws of the land or where terms of the LOU have been breached or otherwise not complied with.

Letter of Understanding #8: Difficult or Critical Calls

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

Following a difficult or critical call (as Defined by the Paramedic) the Paramedic will be guaranteed out of service time off on that shift as the Paramedic deems necessary, up to and including the balance of their shift. The Paramedic will make any such request following completion of the call and clearing of the hospital once the Duty Officer has been notified.

In cases of a difficult and/or critical call if the Paramedic feels that they are unable to complete the remainder of their shift as a result of the impact of the call, paramedic will be booked out of service and allowed to leave their shift, if requested, without penalty to their sick bank, lieu bank, and/or vacation bank.

On the second day, if paramedic is still requiring time off, a claim is required under WSIB for further compensation.

Parties agree that if the forgoing is deemed to be inconsistent with best practices the parties will review the process and upon mutual agreement may agree to amend this Letter of Understanding.

Letter of Understanding # 9: Tactical Paramedic Program

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

The following are the principles and guidelines agreed to by the Employer and the Union in the selection, deployment and training for Paramedics deployed to the Tactical Paramedic Response Unit:

1. All training and field deployment shall be deemed as work of the bargaining unit.
2. Members of the tactical paramedic team shall be paid at applicable rates in accordance with the collective agreement for deployment, testing and/or re- qualifying testing. For clarity: Paramedics who are successful in being assigned to the tactical paramedic team shall be paid in accordance with the collective agreement for all additional training/testing/requalifying which may be required.
3. During the initial qualifying/testing phase paramedics scheduled to work a regular shift on the testing day(s) shall be allotted time off with pay to attend.
4. The employer shall not release and/or share personal files of any bargaining unit member with any external party.
5. Selection of tactical paramedic(s) shall be open to all bargaining unit members
6. During the selection /testing phase of the process with all things, being equal seniority shall be considered in the deciding factor.
7. Time off requests, shift trades, leave of absence requests, lateral transfers, base/platoon selection shall not be denied to accommodate the tactical paramedic unit.
8. If the employer is required to call in a tactical paramedic unit member because the on shift paramedic is not readily available and/or there are no tactical paramedic units members working article 13.10 call back shall apply. Missed meal and rest periods shall be compensated as per minutes of settlement and article 13.01 when unable to take due to tactical operations. For clarity, tactical paramedics are not required to call the duty officer during

tactical operations.

9. Tactical Paramedics shall be allotted time off between shifts in accordance with the Employment Standards Act of Ontario.

10. Tactical paramedics shall not be required to use personal time off allotments (vacation, bank time, stat etc) due to deployment of the tactical unit. Should the deployment of the unit make them unavailable to work their next shift(s) the tactical paramedic shall suffer no loss of pay for the shift(s).

11. Schedule changes shall not be made to accommodate the tactical paramedic unit.

12. WSIB coverage shall remain in place for all tactical paramedic(s). All training, testing, (qualifying and re-qualifying) and deployment covered by WSIB.

13. Paramedic(s) assigned to the tactical unit shall not agree to any deviations from this agreement and/or the collective agreement without consultation and consent of the Union

14. Paramedic(s) assigned to the tactical unit shall have the option of opting out of the unit by giving 4 months' notice.

15. Job posting in the tactical unit shall be posted in accordance with the collective agreement when directed by the City police.

16. This agreement is on a without precedent/prejudice basis in regards to any other special teams, training, testing, re-qualifying or other requirements to maintain employment qualifications.

17. For training purposes only paramedics assigned to the tactical team can have their shift start time changed by up to a maximum of two (2) hours.

Letter of Understanding # 10: Field Training Officer (FTO)

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

The union and employer hereby agree to the following with respect to Field Training Officers:

1. The position of Field Training Officer (FTO) shall be the work of the bargaining unit.
2. The selection of Field Training Officers shall be based solely on seniority.
3. Training shall be provided equitably to all FTO's and paid at applicable rates as per the collective agreement.
4. Field Training Officers shall continue to work their normal schedule based on current platoon/shift rotation. If shift start times and/or shift rotation is required to be altered the employer and union shall meet to discuss.
5. Field Training Officers may be required to report to Armour Road base for deployment when working in the capacity of FTO.
6. FTO's can be deployed for educational initiatives, including, but not limited to, mentoring, onboarding orientation, CME, return to work and community programs.
7. FTO's that are also members of the tactical paramedic team will be required to opt out of being deployed for tactical calls if the tactical call will interfere with FTO obligations.
8. FTO's shall not be required to evaluate probationary paramedics.
9. FTO's may ride as a 3rd crew member.
10. Management will endeavor to schedule FTO's on an equitable basis with FTO's on shift being given priority. Management will maintain scheduling records for the equitable distribution of work.
11. Field Training Officers shall be paid an additional $2.25 per hour on top of their hourly wage, including overtime, while performing FTO duties. If the current duties assigned to FTO's are expanded, the parties agree to meet and discuss what an appropriate hourly rate should be. Failing agreement, the Union may cancel this Letter of Understanding with three (3) months' notice.
12. This Letter of Understanding is entered into without prejudice to the position of both parties with respect to any future issues, matters or disputes between them which are not covered by the terms of this Letter of understanding.

Letter of Understanding # 11: Backfilling of Community Paramedics

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

The parties agree to the following process with respect to backfilling of Community Paramedics:

- In the event that Community Paramedic operations requires additional Community Paramedics (CP's) on any given day, the following process will be followed:

  a. The open spot will be offered at overtime rate to those members who are in a permanent CP position, on a regularly scheduled day off and based on seniority.
  b. A list will be developed to ensure equitable distribution.
  c. Management will decide the number of spots required to be backfilled to ensure client needs are met.

- Vacation allocation will allow for up to 5 CP's to be off on any given day. In the event of a conflict in allocation, the processes outlined in the collective agreement would be followed.

- If an overtime shift is accepted on the 911 schedule, this will be funded by 911, and the paramedic will then be moved to the bottom of both the 911 and CP overtime list.

- The parties agree to meet six (6) months after ratification to review this process.

Letter of Understanding # 12: Consumption Treatment Site

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

The County of Peterborough has received funding to temporarily support the Consumption Treatment Site (CTS) which is operated by Fourcast. All positions staffed under this program will be covered under the terms of the existing Collective Agreement except as otherwise specified in this Letter of Understanding.

- Full time paramedics shall retain their bidding rights pursuant to the Collective Agreement while in the CTS position.
- Paramedics in these positions may report to 220 Simcoe directly and be ready for duty at the start of their shift, otherwise they will report to Armour Rd base and then report to 220 Simcoe.
- Breaks will be as per collective agreement.
- Within sixty (60) days of ratification of the collective agreement, the employer agrees to post a sufficient number of training opportunities which, when added to those employees already trained, will provide a group of 20 employees for backfilling CTS shifts (provided the requisite number of applications are received). Every six (6) months thereafter, the employer agrees to post further training opportunities to maintain a trained complement of up to 20 employees. "Training" will be as determined by the Employer.
- Upon mutual agreement of the employer and the employees, the CTS paramedics may be reassigned as a Paramedic from time to time in order to maintain clinical competencies.
- It is further understood that the CTS position may be eliminated at any time due to funding allocation. The Employer will endeavor to provide at least six (6) weeks notice to the Union if the CTS position has been eliminated prior to the expiry of this LOU.
- If the CTS position is terminated rebidding and layoff language in the collective agreement shall apply.

- The use of backfill paramedics in this position is unique. When required to backfill, the paramedic backfilling will be requested to work the 09:00-21:00 shift as opposed to their regular shift. If the employee cannot complete the entire shift, they are to advise the on-duty superintendent who will make arrangements.

- Backfill process will be as follows:

    a. First choice for backfill will be a paramedic scheduled to work that day. They will be offered to be reassigned from their vehicle to the CTS site.

    b. In the event no paramedic is available, overtime will be offered to any CTS trained paramedic based on seniority and last assigned shift.

- If a paramedic in a CTS position accepts an overtime shift on the 911 schedule, it will be funded by 911 and the paramedic will move to the bottom of both CTS and 911 overtime lists.

- Management commits to CTS site visits a minimum of once monthly in support of employee wellness.

- Within sixty (60) days of ratification of the collective agreement, the employer agrees to post a sufficient number of training opportunities which, when added to those employees already trained, will provide a group of 20 employees for backfilling CTS shifts (provided the requisite number of applications are received). Every six (6) months thereafter, the employer agrees to post further training opportunities to maintain a trained complement of up to 20 employees. “Training” will be as determined by the Employer.

- This Letter of Understanding is without precedent and prejudice and may be renewed by mutual agreement of the Parties. The parties shall meet three (3) months prior to the expiry of this Agreement to discuss the renewal of the terms and conditions or an extension of such.

- This Letter of Understanding shall continue to be in effect for the duration of the collective agreement.

Letter of Understanding # 13: Advanced Care Paramedic (ACP) Tuition Reimbursement Opportunity for Community Paramedics

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

The parties acknowledge that there will be no application of this LOU beyond those already in the application process, enrolled or enrolled prior to December 31, 2023. In the event that the ACP Tuition Reimbursement Opportunity for Full-time and Part-time paramedics is available in the future, the parties will meet to discuss the necessary changes to this LOU that are required.

This is a one time opportunity directly connected to the Community Paramedic & Long Term Care (CPLTC) funding for the purposes of enhancing our patient care capabilities by offering financial support for ACP Certification training to the Community Paramedics.

This Letter of Understanding applies to paramedics in a full-time Community Paramedic role with PCCP.

- The County of Peterborough will commit to financially support the education of existing Community Paramedics Long Term Care (CPLTC) Primary Care Paramedic (PCP) positions.
- Financial support will be offered to paramedics who are accepted into an accredited educational institution within the ACP Certificate program.
- The County of Peterborough agrees to provide payment of tuition and fees (including books) as invoiced.
- Acceptance into the accredited program will be determined by the educational institute. The County of Peterborough is not responsible for the application or the determination of admissibility into the program.
- The County will not modify the existing shift schedule to allow attendance at school.
- If the paramedic is scheduled to work when attendance at school is required, the paramedic will be paid for their regularly scheduled hours. If the situation arises whereby a class is scheduled prior to or after a scheduled night shift, the paramedics shift will be backfilled. The paramedic will attend regularly scheduled shifts when attendance at school is not required. They will not be compensated to attend school on a regularly scheduled day off. This will require the paramedic

to provide their school schedule to the Deputy Chief of Community Programs & Emergency Management as requested.

- If the paramedic elects to complete their preceptorship phase with Peterborough Paramedics, during the preceptorship of the training, a preceptor shift shall be considered a workday and as such the total number of work hours shall not exceed the paramedic's normal working hours in any given pay period. In the event the paramedics elects to do their preceptorship with another service, they will not be compensated.
- The paramedic will receive regular wages for attendance at school in place of attendance at work. The employee may be requested to submit attendance reports. In the event an employee is absent from school, they will be required to report the reason for absence to the Deputy Chief of Community Programs & Emergency Management. Pay for absences will be determined by the Employer based on the reason for the absence and in accordance with the Collective Agreement.
- Full benefit coverage as per the collective agreement will be maintained during the educational period.
- A paramedic who voluntarily leaves the training program, or is involuntarily removed from the program, will be returned to their regular shift and will be responsible for reimbursement of all tuition costs paid by the County on behalf of the paramedic to that date. Reimbursement of the tuition will be processed through an agreed payroll deduction schedule such that the entire amount shall be paid within twenty-four (24) months.
- Successful candidates will be required to remain employed as an ACP with the County for a period of three (3) years from the date of ACP certification. In the event the paramedic leaves prior to the three (3) year commitment they will be required to repay the County, on a pro-rated basis, the outstanding educational costs. The costs will be deducted from their final pay. If this does not cover the entire amount owed, a certified cheque for the balance will be required. The paramedic shall agree to enter into an agreement with the County with respect to this obligation.
- For the purposes of this agreement, any paramedic in the permanent position of a CPLTC community paramedic will be eligible for this opportunity. If the situation arises where the number of paramedics applying for financial support exceeds the allocated budget, the most senior paramedic(s) will be offered the opportunity.
- Transportation to and from school is the responsibility of the paramedic and mileage/parking will not be compensated.
- Meals are the responsibility of the employee and will not be compensated.

Letter of Understanding # 14: Advanced Care Paramedic (ACP) Tuition Reimbursement Opportunity for all Full-time and Part-time Paramedics

Between

The Corporation of the County of Peterborough

and

The Canadian Union of Public Employees

And it's Local 4911

The parties acknowledge that there will be no application of this LOU beyond those already in the application process, enrolled or enrolled prior to December 31, 2023. In the event that the ACP Tuition Reimbursement Opportunity for Full-time and Part-time paramedics is available in the future, the parties will meet to discuss the necessary changes to this LOU that are required.

This is a one time opportunity directly connected to the Community Paramedic & Long Term Care (CPLTC) funding for the purposes of enhancing our patient care capabilities by offering financial support for ACP Certification training to current full-time and part-time paramedics.

This Letter of Understanding applies to full-time or part-time paramedics who are not currently in a full-time Community Paramedic position.

Criteria for Consideration:

1. Only Full or Part-time Employees of Peterborough Paramedics are eligible
2. Financial support will be offered to paramedics who are accepted into an accredited educational institution within the Advanced Care Paramedic Certificate program.
3. Acceptance into the accredited program will be determined by the educational institute, the County of Peterborough is not responsible for this application or the determination of admissibility into the program.
4. Complete a CPLTC orientation shift prior to March 31, 2023
5. The County of Peterborough agrees to provide payment of tuition and fees (including books) as invoiced.
6. Attendance at school, preceptorship and consolidation would be the responsibility of the paramedic. No compensation for attendance is implied or offered.

7. Successful candidates will be required to remain employed as an ACP with the County for a period of three (3) years from the date of ACP certification. In the event the paramedic leaves prior to the three (3) year commitment they will be required to repay the County on a pro-rated basis, the outstanding educational costs. The costs will be deducted from their final pay. If this does not cover the entire amount owed, a certified cheque for the balance will be required. The paramedic shall agree to enter into an agreement with the County with respect to this obligation.

8. A paramedic who voluntarily leaves the training program, or is involuntarily removed from the program, will be returned to their regular shift and will be responsible for reimbursement of all tuition costs paid by the County on behalf of the paramedic to that date. Reimbursement of the tuition will be processed through an agreed payroll deduction schedule such that the entire amount shall be paid within twenty-four (24) months.

9. Paramedics not in a permanent CPLTC position would be required to commit to backfill Community Paramedic shifts as operationally required as determined by management for a period of 2 years from the date of ACP certification.

10. Transportation to and from school is the responsibility of the paramedic and mileage/parking will not be compensated.

11. Meals are the responsibility of the paramedic and will not be compensated.

12. In the event of a permanent CP position becomes available, the position will be filled in accordance with the collective agreement.

In the Matter of a Mediation
Pursuant to the *Labour Relations Act, 1995*

BETWEEN:

THE CORPORATION OF THE COUNTY OF PETERBOROUGH

(the "Employer")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4911

(the "Union")

MINUTES OF SETTLEMENT

WHEREAS the Union filed Policy Grievances Nos. 2019-02 (the "Out of Town Meal Allowance Grievance") and 2019-04 (the "Meal Break Policy Grievance"), as well as 65 associated individual grievances (the "Meal Break Individual Grievances"), collectively referred to as the "Grievances," alleging breaches of the Collective Agreement and Meal Break Letter of Understanding;

AND WHEREAS the parties engaged in a mediation process before Arbitrator Sheri Price in an attempt to resolve the outstanding issues between them related to the Grievances;

AND WHEREAS the parties hereby agree to a full, final, and binding resolution of all matters relating to the Grievances;

THE PARTIES AGREE AS FOLLOWS:

1. The Parties agree to resolve the Meal Break Policy Grievance in accordance with the terms of the attached revised Letter of Understanding.

2. The Parties agree that the terms of the attached revised Letter of Understanding will be effective immediately.

3. The Employer will pay $7.50 for each of the Meal Break Individual Grievances, on a without prejudice or precedent basis. The payments will be made to the individual paramedics within two pay periods of the signing of these Minutes of Settlement.

4. The Parties agree that employees who are entitled to the $12.00 meal allowance pursuant to Article 13.01(c) of the Collective Agreement, may also be eligible for the $15.00 meal allowance pursuant to the attached Letter of Understanding.

5. The Parties agree that this settlement is not an admission of liability by the Employer, and in fact such liability is denied.

6. The parties agree that Arbitrator Sheri Price shall remain seized with regard to the interpretation and implementation of these Minutes of Settlement.

7. The Union hereby withdraws the Grievances as settled upon the terms contained herein.

Dated at the City of Peterborough this 24th day of June, 2019.

For the Union

Witness

For the Employer

Witness

MINUTES OF SETTLEMENT

BETWEEN:

THE CORPORATION OF THE COUNTY OF PETERBOROUGH

(the "Employer")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4911

(the "Union")

Whereas the parties entered into Minutes of Settlement and a Letter of Understanding dated November 19, 2018 to resolve Union policy grievances related to "Meal Breaks" and "Hours of Work" with the assistance of Arbitrator Price;

And Whereas the parties returned to Arbitrator Price due to a disagreement regarding the interpretation of the Letter of Understanding and negotiated a modified Letter of Understanding with the assistance of Arbitrator Price on June 24, 2019;

And Whereas a disagreement has arisen between the parties related to the Letter of Understanding dated June 24, 2019 and the parties have agree to return to Arbitrator Price for assistance in the interpretation of the Letter of Understanding as she remains seized of this matter;

THEREFORE, the parties agree that the following settlement shall be read in conjunction with, and as an interpretation of, the Letter of Understanding dated June 24, 2019 ("the LOU"):

1. The parties agree, for the purposes of defining an "interruption" pursuant to paragraphs 7 and 8 of the LOU the following will apply:

(a) If the paramedic is contacted at the base by CACC on the "red phone" and told by CACC that they are cleared from their standby and they can return to their base, but they are not given a Code 1, 2, 3, 4, or 8 call, the paramedic will advise CACC how much time is remaining in their meal break and they will ask if they can finish their meal break before departing for their base:

(i) If CACC advises that they can complete their meal break prior to departing, there will be no further obligations pursuant to the LOU and no payment is owed;

(ii) If CACC advises that they cannot complete their meal break prior to departing, and they must return before their meal

break would otherwise conclude, then the obligations under the LOU will continue to apply under paragraphs 7 and 8.

(b) If the paramedic is contacted at the base by CACC on the "red phone" and given a Code 1, 2, 3, 4, or 8 call this will constitute an interruption for the purposes of the LOU and the obligations under paragraph 7 and 8 will continue to apply.

(c) If the paramedic receives a call through the base page, this will constitute an interruption for the purposes of the LOU and the obligations under paragraph 7 and 8 will continue to apply.

2. The parties agree that the Duty Officer will not contact CACC to attempt to change the directions under paragraph 1(a)(ii) above.

3. The foregoing shall become effective October 30, 2020.

4. The parties agree that the foregoing is without prejudice or precedent to any other issues or circumstances which may arise under the definition of an interruption pursuant to paragraphs 7 and 8 of the LOU.

5. The parties agree that Arbitrator Sheri Price shall remain seized with regard to the interpretation and implementation of these Minutes of Settlement.

Dated at the City of Peterborough this 23rd day of October, 2020.

For the Union

Witness

For the Employer

Witness

CA CUPE L4911 County of Ptbo Paramedics Expires Dec 31 2025

Final Audit Report 2024-02-07

Created:	2024-01-24
By:	Kristin Gibson (kgibson@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ047O4B9Rb4o3DeaY5MkgGOqO85UJUua

"CA CUPE L4911 County of Ptbo Paramedics Expires Dec 31 2 025" History

Document created by Kristin Gibson (kgibson@cupe.ca)
2024-01-24 - 7:35:22 PM GMT- IP address: 108.162.71.6

Document emailed to rmellow@ptbocounty.ca for signature
2024-01-24 - 7:38:38 PM GMT

Email viewed by rmellow@ptbocounty.ca
2024-01-24 - 7:43:15 PM GMT- IP address: 52.102.12.85

Signer rmellow@ptbocounty.ca entered name at signing as Randy Mellow
2024-01-24 - 8:12:25 PM GMT- IP address: 66.79.227.2

Document e-signed by Randy Mellow (rmellow@ptbocounty.ca)
Signature Date: 2024-01-24 - 8:12:27 PM GMT - Time Source: server- IP address: 66.79.227.2

Document emailed to mspence@ptbocounty.ca for signature
2024-01-24 - 8:12:29 PM GMT

Email viewed by mspence@ptbocounty.ca
2024-01-24 - 9:11:43 PM GMT- IP address: 104.47.75.190

Signer mspence@ptbocounty.ca entered name at signing as Mary Spence
2024-01-24 - 9:14:24 PM GMT- IP address: 38.29.44.210

Document e-signed by Mary Spence (mspence@ptbocounty.ca)
Signature Date: 2024-01-24 - 9:14:26 PM GMT - Time Source: server- IP address: 38.29.44.210

Document emailed to Allison Young (ayoung@ptbocounty.ca) for signature
2024-01-24 - 9:14:29 PM GMT

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Email viewed by Allison Young (ayoung@ptbocounty.ca)
2024-01-25 - 3:54:34 PM GMT- IP address: 52.102.12.69

Document e-signed by Allison Young (ayoung@ptbocounty.ca)
Signature Date: 2024-01-25 - 4:05:39 PM GMT - Time Source: server- IP address: 66.79.227.2

Document emailed to Jennifer Stover (jstover@ptbocounty.ca) for signature
2024-01-25 - 4:05:41 PM GMT

Email viewed by Jennifer Stover (jstover@ptbocounty.ca)
2024-01-26 - 6:06:43 PM GMT- IP address: 52.102.12.245

Document e-signed by Jennifer Stover (jstover@ptbocounty.ca)
Signature Date: 2024-01-26 - 6:08:19 PM GMT - Time Source: server- IP address: 208.114.129.3

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2024-01-26 - 6:08:21 PM GMT

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2024-01-31 - 3:54:57 PM GMT- IP address: 52.102.12.245

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2024-01-31 - 4:04:24 PM GMT- IP address: 66.79.227.2

Document e-signed by Ryan Moloney (rmoloney@ptbocounty.ca)
Signature Date: 2024-01-31 - 4:04:26 PM GMT - Time Source: server- IP address: 66.79.227.2

Document emailed to tbromfield@ptbocounty.ca for signature
2024-01-31 - 4:04:29 PM GMT

Email viewed by tbromfield@ptbocounty.ca
2024-02-05 - 5:40:46 PM GMT- IP address: 52.102.12.69

Signer tbromfield@ptbocounty.ca entered name at signing as Patricia Bromfield
2024-02-05 - 6:13:56 PM GMT- IP address: 66.79.227.2

Document e-signed by Patricia Bromfield (tbromfield@ptbocounty.ca)
Signature Date: 2024-02-05 - 6:13:58 PM GMT - Time Source: server- IP address: 66.79.227.2

Document emailed to nwaters@ptbocounty.ca for signature
2024-02-05 - 6:14:01 PM GMT

Email viewed by nwaters@ptbocounty.ca
2024-02-05 - 6:14:16 PM GMT- IP address: 52.102.12.245

Signer nwaters@ptbocounty.ca entered name at signing as Natalie Waters
2024-02-05 - 6:15:11 PM GMT- IP address: 66.79.227.2

Document e-signed by Natalie Waters (nwaters@ptbocounty.ca)
Signature Date: 2024-02-05 - 6:15:13 PM GMT - Time Source: server- IP address: 66.79.227.2

Document emailed to sduggan@ptbocounty.ca for signature
2024-02-05 - 6:15:16 PM GMT

Email viewed by sduggan@ptbocounty.ca
2024-02-05 - 6:15:50 PM GMT- IP address: 52.102.12.245

Signer sduggan@ptbocounty.ca entered name at signing as Stephanie Duggan
2024-02-05 - 6:16:28 PM GMT- IP address: 216.221.95.112

Document e-signed by Stephanie Duggan (sduggan@ptbocounty.ca)
Signature Date: 2024-02-05 - 6:16:30 PM GMT - Time Source: server- IP address: 216.221.95.112

Document emailed to tcovell@ptbocounty.ca for signature
2024-02-05 - 6:16:33 PM GMT

Email viewed by tcovell@ptbocounty.ca
2024-02-05 - 9:36:13 PM GMT- IP address: 52.102.12.69

Signer tcovell@ptbocounty.ca entered name at signing as Tiffany Covell
2024-02-05 - 9:37:19 PM GMT- IP address: 24.204.249.235

Document e-signed by Tiffany Covell (tcovell@ptbocounty.ca)
Signature Date: 2024-02-05 - 9:37:21 PM GMT - Time Source: server- IP address: 24.204.249.235

Document emailed to jlean@ptbocounty.ca for signature
2024-02-05 - 9:37:24 PM GMT

Email viewed by jlean@ptbocounty.ca
2024-02-05 - 9:38:13 PM GMT- IP address: 104.47.75.190

Signer jlean@ptbocounty.ca entered name at signing as Jordan Lean
2024-02-05 - 9:39:09 PM GMT- IP address: 24.204.249.235

Document e-signed by Jordan Lean (jlean@ptbocounty.ca)
Signature Date: 2024-02-05 - 9:39:11 PM GMT - Time Source: server- IP address: 24.204.249.235

Document emailed to jhogan@ptbocounty.ca for signature
2024-02-05 - 9:39:14 PM GMT

Email viewed by jhogan@ptbocounty.ca
2024-02-05 - 9:58:01 PM GMT- IP address: 52.102.12.245

Signer jhogan@ptbocounty.ca entered name at signing as Josh Hogan
2024-02-05 - 10:07:21 PM GMT- IP address: 209.5.235.18

Document e-signed by Josh Hogan (jhogan@ptbocounty.ca)

Signature Date: 2024-02-05 - 10:07:23 PM GMT - Time Source: server- IP address: 209.5.235.18

Document emailed to gcowling@ptbocounty.ca for signature

2024-02-05 - 10:07:27 PM GMT

Email viewed by gcowling@ptbocounty.ca

2024-02-07 - 1:58:21 PM GMT- IP address: 104.47.75.190

Signer gcowling@ptbocounty.ca entered name at signing as GRCowling

2024-02-07 - 1:59:19 PM GMT- IP address: 66.79.227.2

Document e-signed by GRCowling (gcowling@ptbocounty.ca)

Signature Date: 2024-02-07 - 1:59:21 PM GMT - Time Source: server- IP address: 66.79.227.2

Agreement completed.

2024-02-07 - 1:59:21 PM GMT

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