COLLECTIVE AGREEMENT

BETWEEN

KENORA DISTRICT SERVICES BOARD

(the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5911

(the "Union")

Duration: January 1, 2022 to December 31, 2024

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ARTICLE 1 - PREAMBLE/RECOGNITION

1.01 Preamble

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Kenora District Services Board (hereinafter referred to as the 'Employer') and the Employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and for the prompt disposition of grievances and the final settlement of disputes between the parties; to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement and to secure the best possible service to the communities being served.

It is recognized that the Employees undertake to work efficiently together with the Employer to secure the best possible care and health protection for patients.

The parties recognize that the Employer provides a district service and the nature of this service requires the co-operation of the parties and the Employees to ensure the most efficient utilization of resources across the district. Accordingly, the parties recognize that the work performed is not the property of any Employee, group of Employees, or work location but will be assigned and performed in accordance with the purposes and provisions of this Agreement.

1.02 Recognition

The Employer recognizes the Union as the sole exclusive bargaining agent of all Employees of the Employer who are regularly and directly engaged in providing Land Ambulance Services in the District of Kenora, save and except managers, supervisors, persons above the rank of supervisor, Executive Secretary, technical staff and summer students, and any other Employee who is covered by another Bargaining Unit.

1.03 Feminine/Masculine Pronouns

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

1.04 Singular/Plural

Whenever the singular is used in this Agreement it shall also mean the plural and vice versa where the context so requires.

ARTICLE 2 - DEFINITIONS

2.01 Employee

"Employee" shall include only such persons coming within the scope of the Bargaining Unit described in Article 1.02.

2.02 Steward

"Steward" shall mean an Employee of the Employer, duly accredited as such by the Union.

2.03 Administrator

"Administrator" shall mean the Chief Administrative Officer of the Employer or designate.

2.04 Regular Full-time Employee

"Regular Full-time Employee" is an Employee who has completed his probationary period, who is employed on an indefinite basis and who is scheduled to work the normal hours of work as specified in Article 14 of this Agreement.

2.05 Regular Part-time Employee

"Regular Part-time Employee" is an Employee who has completed his probationary period, who is employed on an indefinite basis and who regularly works less than the normal hours of work for a Regular Full-time Employee, as specified in Article 14 of this Agreement.

2.06 Casual Employees

"Casual Employee" is an Employee who does not have a regular schedule and who is employed on a relief or replacement basis.

2.07 Temporary Employee

"Temporary Employee" is an Employee who is engaged by the Employer for a specific term or specific task for a period not to exceed twelve (12) months, which has been established prior to employment. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

Temporary Employees shall not be entitled to apply for job postings pursuant to Article 9.09.

2.08 Work Location

(a) Work location or base means any facility operated by the Employer located in Kenora, Dryden, Red Lake, Ear Falls, Sioux Lookout, Ignace, Pickle Lake, Sioux Narrows, Nestor Falls and Wabaseemoong or any other facility operated by the Employer.

(b) For the purpose of this Agreement each Employee shall be deemed to be employed at the work location for which they were hired or subsequently accepted transfer to.

2.09 Regular Straight Time Rate of Pay

The regular straight time rate of pay is the applicable rate per hour as prescribed in Schedule "A" of the Agreement.

2.10 Master Schedule

Master Schedule is defined as the regular, recurring six (6) week rotational schedule as established by the Employer.

ARTICLE 3 - RELATIONSHIPS

3.01 Management Rights

Subject to the provisions of this Agreement, the Union acknowledges that all the rights, powers, and authority of management are retained by the Employer and shall remain exclusively and without limitation within the rights of management.

Subject to the provisions of this Agreement, the Employer's rights include:

(1) the right to maintain order, discipline, and efficiency and in connection herewith, to make, alter, and enforce from time to time, rules and regulations, policies, and practices to be observed by its Employees and the right to discipline, suspend, or dismiss Employees for just cause;

(2) the right to direct the working forces, to plan, direct, and control the operations of the Employer; the right to introduce new and improved methods, facilities, and equipment, the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards, and quality of service, the determination of the extent to which the Employer's services will be provided and the right to increase or decrease the number of Employees to be employed;

(3) the right to select, hire, transfer, assign, promote, demote, classify, layoff, recall, and to select Employees for positions not covered by this Agreement;

(4) the right to generally operate in a manner consistent with the obligations of the Employer to the general public in the community served.

3.02 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code, 1990*, except as may otherwise be permitted or required by law, against any Employee by the Union or the Employer by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members, because of an Employee's membership or non-membership in a Union or because of his/her activity or lack of activity in the Union.

ARTICLE 4 - STRIKES & LOCKOUTS

4.01 Strikes and Lockouts

The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act, 1995* as amended from time to time.

4.02 Essential Services Agreement

The provisions of this Article shall be applied subject to the provisions of the *Ontario Ambulance Services Collective Bargaining Act, 2001* and the *Essential Services Agreement*, being Schedule B hereto.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

The Employer shall deduct from every Employee any dues set by the Union. Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, the amount of union dues deducted from each employee, and a statement of individual aggregate earnings eligible for union deductions during the reporting period and classifications of Employees from whose wages the deductions have been made.

The Union agrees to confirm, in writing, for each calendar year, the percentage amount of Union dues to be deducted and to specify the types of earnings on which the dues are withheld. The Union agrees to advise the Employer, in writing, thirty (30) days in advance of any changes in the amount of dues deductions.

The Union shall indemnify and hold the Employer harmless with respect to all dues so deducted and remitted with respect to any liability that the Employer might incur as a result of such deductions.

At that same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

5.02 Notification to Union

The Employer will provide the Union with a list, monthly, of all hires, lay-offs, recalls, and terminations within the Bargaining Unit where such information is available or becomes readily available through the Employer's payroll system. The list will accompany the monthly cheque under Article 5.01.

5.03 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 during the Employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the Employee with the representative of the Union and the Agreement.

The Employer as part of the orientation program may arrange such meetings collectively or individually for Employees.

5.04 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 Agreement.

No Employee or group of Employees shall be allowed or required to represent the Union at meetings with the Employer without proper authorization from the Union.

5.05 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator of the Employer, or his designate, and the President of the Union or his/her designate.

The Union shall provide the Employer with a list of elected Officers, Stewards, and Committee Members, all of whom must have completed their probationary period. The Employer will not be required to recognize any representative(s) until the Union has notified the Employer in writing, of the election and appointment of the representative(s). The Union shall inform the Employer of any changes.

5.06 Change of Address

It shall be the duty of the Employee to notify the Employer of any change in address. If an Employee fails to do this, the Employer will not be responsible for failure of notice sent by registered mail to each Employee.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor any of its officers, agents, representatives, or members will engage in the solicitation of members, holding of meetings or any other Union activities on Employer premises or on Employer time without the prior written approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 Labour-Management Committee

The parties are agreed that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting.

Meetings shall be held at the request of either party.

(1) A request by either party for a meeting hereunder shall be made in writing, at least two weeks prior to the date proposed and shall be accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or arbitrations provisions of the Agreement or negotiations for the amendment or renewal of this Agreement.

(2) The Labour-Management Committee shall be composed of up to four (4) representatives from either party. No more than one Union representative shall be from any one work location.

(3) Meetings shall take place at a time and location mutually agreed upon.

(4) The meetings shall be alternately chaired by a representative of the Employer and a representative of the Union. Minutes will be taken by a representative of the party not chairing the meeting and shall be circulated at the next meeting. Following approval of the minutes, they shall be distributed and posted on the bulletin board in each work location.

(5) The Employer agrees to pay members of the Labour-Management Committee for straight time wages lost from their regularly scheduled working hours for time spent in Labour-Management meetings.

(6) The parties recognize the importance of communication between the Employer and the Employees. The Employer will maintain the organization's policies and procedures on the Employer's website. All Employees will have access to the website and will be notified when changes or amendments are made to the policies and procedures. Employees may request a meeting with the manager of his or her work location for the purpose of communicating about work place issues, which shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement, nor shall it include matters that are properly appropriate for the Labour-Management Committee. Meetings shall not be held more than once monthly. Following each meeting a note will be sent to the Employees indicating issues discussed and the resolve.

(7) Persons serving on the Labour-Management Committee shall do so for a one year term.

(8) A Terms of Reference will be mutually developed and agreed upon by the Union and Employer. The Terms of Reference may be amended from time to time as agreed to by the Union and Employer.

6.03 Negotiating Committee

The Employer agrees to recognize a negotiating committee comprised of Employee representatives of the Union for the purpose of negotiating a renewal Agreement. The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal Agreement, up to the time one party notifies the other that it wishes to discontinue bargaining pursuant to paragraph 1 of Schedule B (*Essential Services Agreement*). Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representative of the Union when negotiating with the Employer.

The number of Employees on the negotiating committee shall not exceed four (4) Union members including the Union President, with not more than one (1) member representing any one (1) work location.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavor to provide one (1) day's leave of absence without pay, to provide a sufficient rest break if the Employee so requests.

Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for Union business, but shall not be deducted from the union entitlement under Article 12.02.

6.04 Union Stewards

The Employer agrees to recognize a maximum of one (1) Union Steward per work location, to be elected or appointed from amongst Employees in the bargaining unit who

have completed their probationary period for the purpose of dealing with Union business as provided under this Agreement.

The Union shall keep the Employer notified, in writing, of the names of Union Stewards appointed, selected, or removed under this Article as well as the effective date of their respective appointments or removal. The Employer shall not be required to recognize any Employee(s) appointed or selected as a Steward until the Employer has been notified, in writing, of the name(s) of the Steward(s) so appointed or selected.

It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. If, in the performance of his duties, a Union Steward is required to enter a work location in which he is not normally employed, he shall report his/her presence to the supervisor or designate in the work location immediately upon entering it. Permission to enter such work location shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Steward shall again report to his immediate supervisor or designate. A Union Steward shall suffer no loss of earnings for reasonable time spent in performing the above duties during his regular scheduled working hours.

A Chief Steward or designate may, in the absence of any Steward, assist in the presentation of any grievance or with any Steward function.

Nothing in this Article shall preclude a Full-time Steward from representing Regular Part-time and Casual Employees and vice versa.

6.05 Bulletin Boards

The Employer will provide a bulletin board at each work location, which will be available for the posting of notices affecting Employees.

The Employer shall be provided with copies of notices, which shall be approved by the Employer prior to their posting, and may require the Union and/or any Employee to refrain from posting any notices which the Employer considers objectionable.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Definition of Grievance

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

7.02 Presence of Union Steward

At the time discipline is imposed, or at any stage of the grievance procedure, an Employee shall have the right, upon request, to the presence of his/her Steward. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.

7.03 Grievance Procedure

(a) It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until he has first given his immediate Supervisor or designate the opportunity of adjusting his complaint. The grievor may have the assistance of a Union Steward if he so desires. Such complaint shall be discussed with his immediate Supervisor or designate within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee and, failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following the receipt of his immediate Supervisor's or designate's decision in the following manner and sequence:

Step 1

The Employee or the Union Steward may submit a written grievance signed by the Employee to his immediate Supervisor or designate. The grievance shall specify the nature of the complaint, the article(s) of the Agreement alleged to have been violated, documentation supporting the alleged violation and the relief sought. The immediate Supervisor or designate will deliver his decision, in writing, within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

Step 2

Within nine (9) calendar days following the date of the decision under Step No. 1, the Employee may submit the written grievance to his Director or designate who will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step will be omitted where the Employee's immediate Supervisor and Director or designate are the same person. Failing settlement or response, then:

Step 3

Within nine (9) calendar days following the date of the decision at Step No. 2, the grievance may be submitted, in writing, to the Administrator or his designate. A meeting will then be held between the Administrator or his designate, the grievor and the Steward and/or Chief Steward at the Employer's Administrative Office or by teleconference within nine (9) calendar days of the submission of the grievance at Step No. 3. 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 Administrator or his designate may have such counsel and assistance as he may desire at such meeting. The decision of the Administrator or his designate shall be delivered in writing within nine (9) calendar days following the date of such meeting.

(b) In Article 7, a written grievance or response shall be deemed to have been delivered on the third day following the date of mailing (regular or electronic mail).

7.04 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the Agreement, by either party, shall be submitted, in writing, at Step No. 3, within fourteen (14) calendar days following the date the circumstances giving rise to the complaint or grievance have occurred or ought to have reasonably come to the attention of either party. It is expressly understood however, that the provisions of this Article may not be used with respect to a grievance directly affecting an Employee who could file a grievance himself and the regular grievance procedure shall not thereby be bypassed.

7.05 Group Grievance

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately they may present a group grievance, in writing, identifying each Employee who is grieving, to the Director or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

7.06 Suspension or Discharge of an Employee

A claim by an Employee that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the Employee with the Employer at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is affected.

Wherever the Employer deems it necessary to suspend or discharge an Employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an Employee who has completed his probationary period, without just cause.

Such special grievance may be resolved under the Grievance or Arbitration procedure by:

(1) confirming the Employer's action in dismissing or suspending the Employee; or

(2) in the case of suspension or discharge, reinstating the Employee with or without full compensation for the time lost; or

(3) by any other arrangement which may be deemed just and equitable.

7.07 Abandonment of Grievance

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be conclusively and finally deemed to have been abandoned.

Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

7.08 Effect of Disposition of Grievances

All agreements reached under the grievance and arbitration procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the Employee(s) affected.

7.09 Requisite Steps of Grievance Procedure

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

7.10 Submission of Grievance to Arbitration

Should any grievance fail to be satisfactorily settled under the foregoing procedure, either party may, within fifteen (15) calendar days following receipt of the answer at Step 3, notify the other party, in writing, of its desire to submit the grievance to arbitration. The Employer and the Union shall agree upon a single arbitrator to hear the matter and, for this purpose, the party submitting the grievance to arbitration shall provide, with its notice of intent to proceed to arbitration, a list of arbitrators whom it wishes to hear the grievance.

Within 15 calendar days after receipt of such notification the other party shall provide a list of arbitrators whom it wishes to hear the arbitration and the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator to hear the matter, either party may request the Ministry of Labour to appoint an arbitrator.

7.11 Restriction of Arbitration Chairperson

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance except as permitted by the *Ontario Labour Relations Act, 1995*, as amended from time to time.

7.12 Authority of Arbitrator

The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, subtract from or amend any part of this Agreement, or to deal with any matter that is not a proper matter for a grievance under the Agreement.

7.13 Final and Binding Decision

The arbitrator shall hear and determine the grievance and shall issue a decision in conformity with the terms of the submission to arbitration and the decision shall be final and binding upon the parties and upon any Employee(s) affected by it.

7.14 Fees and Expenses of the Arbitrator

Each of the parties hereto shall share equally the fees and expenses of the arbitrator.

7.15 Time Limits

All time limits set out in the grievance and arbitration provisions of this Agreement are mandatory. Any agreements to extend the time periods must be in writing.

The parties agree that Section 48(16) of the *Ontario Labour Relations Act, 1995* shall not apply and failure of the Employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire and be abandoned and such grievance shall not be the subject of a new grievance or of arbitration. Failure of the Employer to meet

its time limit shall permit the aggrieved Employee or the Union to take the grievance to the next succeeding step.

7.16 Reference to Arbitration Board

(a) Wherever "arbitrator" is referred to in this Agreement, the parties may mutually agree, in writing, to substitute "an arbitration board" at the time of reference to arbitration and the other provisions referring to arbitration shall apply accordingly.

(b) Should any grievance fail to be satisfactorily settled after completing all required steps of the grievance procedure, the parties may mutually agree to submit a matter to a board of arbitration rather than a single arbitrator. Upon mutual agreement, the party wishing to proceed by way of a board of arbitration shall advise the other party, in writing, and at the same time name its nominee. Within seven (7) calendar days thereafter the other party shall name its nominee. The two (2) nominees shall attempt to select, by agreement, a Chairperson to the arbitration board. If they are unable to agree upon such Chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

In the event the parties agree to a board of arbitration to hear any grievance involving the interpretation, application, administration or alleged violation of the Agreement the parties shall share equally in the fees and expenses of the arbitrator and shall be responsible for the fees and expenses of its own nominee.

7.17 Arbitration of a Discharge Grievance

Notwithstanding the provisions of this article, in the case of the arbitration of a discharge grievance the parties shall, unless agreed otherwise in writing, proceed by way of Arbitration Board and in such case the provisions of Article 7.16 shall apply.

ARTICLE 8 - ACCESS TO PERSONNEL FILE

8.01 Access to Personnel File

Each Employee shall have access to his personnel file at the Employer's Administrative Office during regular business hours for the purpose of reviewing any formal performance evaluations or formal disciplinary notations contained therein and for the purpose of ensuring accuracy and completeness in the presence of the Manager of Human Resources or his designate. An Employee has the right to request, in writing, that copies of specified documents in this file be mailed to him or her.

Access is gained through advance written notice of seven (7) working days to the Manager or immediately upon receiving any formal discipline.

An Employee having had access to his/her records may request correction of or amendments to the contents of any such records. If the request is denied, the Employee may submit a notation indicating the nature of the disagreement.

8.02 Clearing of Record

Any letter of reprimand, suspension or any other sanction (other than discharge) will be removed from the record of an Employee on a date which is eighteen (18) months

following the receipt of such letter, suspension or other sanction (the "review date") provided that such Employee's record has been discipline free for one (1) year immediately preceding the review date.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new Employee will be considered on probation until he has completed six hundred (600) hours of work within any twelve (12) consecutive calendar months. Upon completion of the probationary period he shall be credited with seniority since last date of hire. With the written consent of the Employer and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

9.02 Definition of Seniority

(a) Full-time Employees will accumulate seniority on the basis of their continuous service in the Bargaining Unit from the last date of hire, except as otherwise provided herein.

(b) Regular Part-time Employees and Casual Employees will accumulate seniority on the basis of one (1) year's seniority for each 2080 hours worked in the Bargaining Unit from the last date of hire, except as otherwise provided herein. Regular Part-time and Casual Employees will accumulate seniority up to 2080 hours in a year. Hours worked in excess of 2080 hours will not count toward seniority. Regular Part-time and Casual Employees shall not accrue more than one (1) year's seniority (2080) hours in a 12 month period starting from their anniversary date.

(c) The "date of hire" shall be deemed to be an Employee's first day of work.

(d) Seniority will operate on a Bargaining Unit wide basis.

(e) Where seniority among two (2) or more Employees is equal, the determining factor will be, in order, as follows: seniority, date of hire, full-time start date, then the date the probationary period was completed. In the event all these factors are the same, the Employee with the highest ranking at their initial hiring shall be used as the determining factor.

9.03 Seniority Lists

The Employer agrees to post seniority lists for all Employees covered by this Agreement who have completed their probationary period. The Employer agrees to post the seniority list six (6) times per calendar year, being January, March, May, July, September, and November in each base. The list will be posted no later than one (1) week after the end of the first pay period in the associated month.

No objection may be taken or grievance filed by the Union or by any Employee to a seniority list unless written notice of objection is given to the Employer within thirty (30) calendar days after the posting of the seniority list. If no objections are received within the thirty (30) day period, the lists will be deemed to be accurate.

9.04 Loss of Seniority

(a) An Employee shall lose all seniority and service and shall be deemed terminated if he:

(i) resigns;

(ii) is discharged and not reinstated through the grievance/arbitration procedure;

(iii) retires at any age;

(iv) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;

(v) has been laid off for twenty-four (24) months;

(vi) has been laid off and fails to return to work within seven (7) calendar days after having been notified to return to work by the Employer through Registered Mail (which notification shall be deemed to be received on the third day following the date of mailing) addressed to the last address on the records of the Employer subject to Article 9.11(g);

(vii) Is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced. This shall not be applied in a manner which is inconsistent with the *Ontario Human Rights Code, 1990*.

(viii) Allows mandatory qualifications under the *Ontario Ambulance Act, 1990* and other relevant legislation to expire, unless he or she is on an approved sick leave supported by a duly qualified medical practitioner or other approved leave of absence. Employees will notify management as soon as they become aware of such lapse in qualifications and be allowed a thirty (30) day unpaid leave to rectify. Circumstances beyond the Employee's control causing the loss of qualification or delays in reinstatement will be considered extenuating circumstances and shall not result in loss of all seniority, service, and termination.

(b) In addition to the grounds listed in (a), a Casual Employee shall lose all seniority and service and shall be deemed terminated if:

(i) the Employee moves permanently from the district and is no longer available to work; or

(ii) the Employee fails to provide a minimum availability of eight (8) shifts over a six (6) week cycle, two (2) of which must be on weekends.

9.05 Effect of Absence

(a) Effect of Absence for Full-time Employees

(i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.

(ii) During an approved unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned

appropriately reduced on a pro rata basis and the Employee's anniversary date adjusted accordingly. In addition, the Employee will become responsible for full payment of any subsidized Employee benefits in which he/she is participating for the period of absence, except that the Employer will continue to pay its share of the applicable group benefit premiums up to thirty (30) months from the time the absence commenced while an Employee is in receipt of WSIB or LTD benefits, or is on an approved sick leave supported by a duly qualified medical practitioner. Notwithstanding this provision, an Employee shall accrue service from the time the absence commenced, if an Employee's absence is due to a disability resulting in WSIB, LTD, or STD.

(iii) It is further understood that during such approved unpaid absence, credit for seniority for purposes of promotion, demotion, transfer, or lay-off shall be suspended and shall not accrue during the period of absence. Notwithstanding this provision, an Employee shall accrue seniority from the time the absence commenced, if an Employee's absence is due to a disability resulting in WSIB, LTD, or STD.

(b) Effect of Absence for Regular Part-time Employees
Regular Part-time Employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the Employee's normal regular hours of work would have been. Regular Part-time Employees shall not accrue seniority or service during any other type of absence except as otherwise set out in the Agreement.

(c) The parties agree that any reference to absence due to disability resulting in WSIB benefits in this Article applies only where the disability arises out of and in the course of employment with the Employer.

9.06 Transfer Within the Bargaining Unit to a Different Location
It is understood that the Employer shall not transfer an Employee to a Bargaining Unit position located at a different location without his consent except in the case of emergency. It is understood that in the event of an emergency a transfer will not exceed two consecutive weeks' duration.

(a) Where no Employee agrees to the transfer, Employees will be assigned the transfer as follows:

(i) to Regular Part-time Employees in reverse order of seniority, up to eighty-four (84) hours per two week period.
(ii) then to Regular Full-time Employees on the basis of reverse order of seniority.
(iii) an Employee shall not be assigned more than once per year.

(b) In the event that the Employee agrees to the transfer, no less than one (1) weeks' written notice shall be given. Failure to give less than one (1) weeks' notice shall result in the Employee being paid at the rate of time and one half (1 ½) his straight hourly rate for the duration of the notice period.

(c) Where such transfer requires the Employee to live away from home, reasonable accommodation shall be provided and meal allowance shall be paid.

(d) The Employee shall not have a reduction in earnings as a result of the transfer.

9.07 Transfer and Seniority Outside the Bargaining Unit

(a) It is understood that the Employer shall not transfer an Employee to a position outside the Bargaining Unit, either at the same location or at another location, without his consent.

(b) Employees on temporary assignments not exceeding six (6) months shall remain members of the Bargaining Unit and shall accumulate seniority.

(c) In the event that the Employee agrees to transfer to a position outside the Bargaining Unit at a different location, no less than one (1) weeks' notice shall be given. Where such transfer requires the Employee to live away from home, reasonable accommodation shall be provided and meal allowance shall be paid.

(d) Failure to give less than one (1) weeks' notice shall result in the Employee being paid at the rate of time and one half (1 ½) his straight hourly rate for the duration of the notice period.

(e) The above noted Employee shall be allowed a trial period of up to thirty (30) days, 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 without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes, which would have occurred, had he not transferred.

(f) Where the Employer temporarily assigns an Employee to carry out the assigned responsibilities of a classification outside the Bargaining Unit, the Employee shall be paid the rate of pay for the position for all hours worked. It is understood that the Employee shall not have a reduction in earnings as a result of the transfer.

(g) An Employee who is transferred to a position outside the Bargaining Unit shall not, subject to (b) above, accumulate seniority. In the event the Employee is returned by the Employer to a position in the Bargaining Unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the Bargaining Unit. An Employee not returned to the Bargaining Unit within twenty-four (24) months shall forfeit Bargaining Unit seniority.

9.08 Transfer of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service including meeting any waiting period or other entitlement requirements for purposes of vacation entitlement, STD, LTD, health and welfare benefit plans (subject to the terms of such plans) and wage progression:

(a) an Employee whose status is changed from Full-time to Regular Part-time or Casual shall receive full credit for his seniority and service, at the rate of:
- A maximum of 2080 hours for each completed year of service for Employees with the calculated seniority date being no earlier than the date of hire as per Article 9.02 (c).

(b) an Employee whose status is changed from Regular Part-time or Casual to Full-time shall receive credit for his seniority and service, at the rate of:
- one (1) year for each 2080 hours worked for Employees with the calculated seniority date being no earlier than the date of hire as per Article 9.02 (c).

9.09 Job Posting

(a) Where a permanent vacancy occurs in a classification within the Bargaining Unit or a new position within the Bargaining Unit is established by the Employer, such vacancy shall be posted electronically 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 postings shall stipulate the qualifications, classifications, rate of pay, work location, and department and a copy shall be provided to the Secretary of the Local Union or designate.

(b) The successful applicant will be placed into the position within thirty (30) calendar days after acceptance or as stated on the job posting. The successful applicant shall be allowed a trial period of up to thirty (30) calendar days, 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. The vacancy resulting from the posting may be filled in the Employer's discretion on a temporary basis until the trial period is completed.

(c)

(i) In matters of promotion (except those referred to in subparagraph (ii)) and staff transfer the initial appointment shall be made of the senior applicant able to meet the normal requirements of the job. For purposes of clarity, the most senior applicant will be determined based on the bargaining unit seniority as at the last posted seniority list.

The Employees eligible for consideration shall be limited to those Employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

(ii) The Employer and the Union agree that in case of promotions to the PCP AEMCA-Coordinator position the following factors shall be considered:

(a) current qualifications, including ability, knowledge, education, skill, and experience;

(b) three (3) or more years of seniority.

The Union agrees that where the factors set out in paragraph (a) are relatively equal, factor (b) shall govern.

(d) The name of the successful applicant will be posted on the bulletin board, at each work location, for a period of seven (7) calendar days.

(i) Where a Temporary Full-time or Temporary Part-time position becomes available at a specific work location, that is expected to exceed ninety (90) calendar days, the Employer shall post the vacancy in accordance with Article 9.09(a). The temporary posting will be based on the location and status (i.e., Full-time or Part-time), not the specific schedule of the regular incumbent of the position.

(ii) When the temporary position is finished, the Employee in that position may have the option to accept another temporary position or displace another Employee in a temporary position at the same work location who has lesser Bargaining Unit seniority.

(iii) Any vacancy of less than ninety (90) calendar days will be filled at the Employer's discretion.

(iv) The Employer may fill temporary vacancies created by vacation scheduling in its absolute discretion.

(e) A Regular Part-time or Casual Employee who is awarded a Temporary Full-time position shall retain his Regular Part-time or Casual status while filling the Full-time position.

(f) Regular Full-time Employees who are awarded a Temporary Part-time position will assume the benefits and rights for that position.

9.10 Notice of Layoff

(a) "Layoff" shall be defined as a reduction in the number of Regular Full-time or Regular Part-time Employees or a reduction in the normal weekly hours of work of one or more Regular Full-time or Regular Part-time Employees, as defined in Article 14.

(b) Notice

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

(i) provide the Union with no less than two (2) months' written notice of the proposed layoff or elimination of position; and

(ii) provide to the affected Employee(s), if any, no less than two (2) 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 (i) above shall be considered notice to the Union of any subsequent layoff.

(iii) Prior to issuing notice of layoff pursuant to Article 9.10(b)(i) and (ii) 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 9.10(b)(i) and (ii).

An Employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of one week's salary for each year of service, plus a prorated amount for any additional partial year of service, and, in addition, Full-time Employees shall receive a single lump-sum payment equivalent to one-thousand dollars ($1,000) for each year less than age sixty-five (65) to a maximum of five-thousand dollars ($5,000) upon retirement.

(c) A layoff shall not include a reassignment of an Employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

(i) the reassignment of the Employee is to an appropriate permanent job with the Employer having regard to the Employee's skills, abilities, qualifications, and training or training requirements;

(ii) the reassignment of the Employee does not result in a reduction of the Employee's wage rate or hours of work;

(iii) the job to which the Employee is reassigned is located at the Employee's original work site or at a nearby site in terms of relative accessibility for the Employee;

(iv) the job to which the Employee is reassigned is on the same or substantially similar shift or shift rotation; and

(v) where more than one Employee is to be reassigned in accordance with this provision, the reassigned Employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

9.11 Layoff and Recall

(a) In the event of a layoff, Employees shall be laid off from their work location in the reverse order of their seniority within their job classification subject to the ability and qualifications of the remaining staff to perform the available work.

An Employee in receipt of notice of layoff pursuant to Article 9.10 may:

(i) accept the layoff; or

(ii) Opt to receive separation allowance:

Where an Employee resigns within 30 days after receiving notice of layoff pursuant to Article 9.10 that his or her position will be eliminated, he or she shall be entitled to a separation allowance of one (1) weeks' salary for each year of continuous service to a maximum of four (4) weeks' pay, 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 five hundred dollars ($2,500).

(iii) opt to retire, if eligible under the terms of OMERS; or

(iv) displace another Employee at the same work location who has lesser Bargaining Unit seniority in the same or a lower or an identical-paying classification in the Bargaining Unit if the Employee originally subject to layoff has the qualifications and 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 9.10.

Or failing sufficient seniority and/or qualifications:

(v) displace another Employee at any work location who has lesser Bargaining Unit seniority in the same or lower or an identical paying classification in the Bargaining Unit if the Employee originally subject to layoff has the qualifications and 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 9.10.

(vi) 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.

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

Note: For purposes of the operation of clause (a) (iv), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off Employee is within ten percent (10%) of the laid off Employee's straight time hourly wage rate.

(c) 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 14.01, reduced, shall have the right to accept the layoff or displace another Employee in accordance with (a) and (b) above.

(d) An Employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has 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 Agreement shall not apply until the recall process has been completed.

(e) An Employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

(f) No new Employees shall be hired until all those laid off have been given an opportunity to return to work.

(g) 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 third 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 his proper address being on record with the Employer.

(h) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(i) No Full-time Employee within the Bargaining Unit shall be laid off by reason of his/her duties being assigned to one or more Regular Part-time Employees.

(j) In the event of a lay-off of an Employee, the Employer shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

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

9.12 Organizational Change

In the event of a proposed lay-off or the elimination of a position the Employer agrees that it will meet with up to four (4) representatives of the Union to discuss ways to minimize the impact on the Bargaining Unit and affected members. Discussions may include but not be limited to:

(a) Identifying and proposing possible alternatives to the proposed lay-off(s) or elimination of position(s), identify Bargaining Unit work which could be performed by Bargaining Unit Employees who are or who would otherwise be laid off;

(b) Identifying vacant positions with the Employer or positions which are currently filled but which will become vacant within a six (6) month period and which are within the Bargaining Unit;

(c) Identifying and discussing the re-training needs of workers and the existence of any retraining opportunities for workers who are or who would otherwise be laid off. The Employer and the Union will cooperate so that Employees who have 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;

(d) Identifying Employees eligible for early retirement for the purpose of reducing positions subject to layoff.

9.13 Technological Change

(a) The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of Employees within the Bargaining Unit.

(b) The notice will provide the following:
   (i) The nature and degree of the technological change;
   (ii) The date(s) on which the Employer proposes to effect the change;
   (iii) The location(s) involved; and
   (iv) The number and type of Employees likely to be affected by the change.

(c) 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.

(d) Where new or greater skills are required than are already possessed by affected Employees under the present method of operation, such Employees shall be given appropriate training as per Article 12.08(a) and (b) In-service Training to permit them to acquire the skills required by a technological change.

ARTICLE 10 - CONTRACTING OUT

10.01 Contracting Out

The Employer shall not contract out any work usually performed by members of the Bargaining Unit if the layoff of any Employees other than Casual Employees directly results from such contracting out.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those Employees who are covered by this Agreement except for the purpose of instruction, experimentation, or in emergencies when regular Employees are not readily available.

11.02 Volunteers

(a) Volunteers shall not be considered Employees for the purpose of this Agreement.

(b) It is agreed that the use of volunteers shall not result in the lay-off of Regular Part-time and Casual Employees or to replace a Bargaining Unit Employee(s) on a permanent basis.

The Employer shall submit to the Union, at three month intervals, the number of volunteers and the number of hours worked for the immediately preceding month.

(c) The parties recognize the use of volunteers in the provision of ambulance services and confirm that it is an integral part of the service delivery in the communities served by the Employer in accordance with the Employer's operational and resource management needs. The parties recognize, however, that it is not the Employer's intent to reduce the number of Bargaining Unit positions, or to deny Bargaining Unit Employees employment opportunities through the use of volunteers.

(d) The use of volunteers to perform Bargaining Unit work, as covered by this Agreement, shall not be expanded beyond the extent of existing practice as of June 15, 2005 and volunteers terminating from the service will not be replaced.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to the Director or designate at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

The length of the leave shall be provided at the time the initial request is made. Any subsequent changes to the Employee's return to work date must be provided in writing a minimum of two (2) weeks in advance of the return to work date.

For leaves of absence up to one year:

(i) Seniority will accumulate;

(ii) Service for the purpose of vacation and salary progression and other benefits will be retained but not accumulate during the period of the leave.

Employees are responsible for the full payment (100%) of premiums for all health and welfare benefits, including short-term and long-term disability, and for contributions to the OMERS pension plan subject to the terms of the respective plans. The Employee will not be eligible to participate in the disability income plan during the term of the leave. The Employee may opt out of all health and welfare benefits, including short-term and

long-term disability, if permitted by, and will be subject to, the terms of the applicable plan.

12.02 Union Business

(a) The Employer shall grant leave of absence without pay to Employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Agreement provided that such leave will not interfere with the efficient operation of the Employer. Such leave will not be unreasonably denied.

(b) In requesting such leave of absence for an Employee or Employees, the Union must give at least twenty-one (21) days' clear notice in writing to the Employer unless not reasonably possible to give such notice.

(c) The cumulative total leave of absence of all Employees off on Union business shall not exceed fifty (50) days per calendar year. The number of Employees that may be absent at any one time shall not exceed ten (10) and shall not exceed one (1) from any one (1) work location. During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

(d) The Employer may in its absolute discretion permit more than one (1) Employee from a single work location to take a leave of absence under this provision.

(e) Regular Part-time Employees will be given full credit for seniority purposes for scheduled hours missed in accordance with this provision.

(f) Casual Employees will be given full credit for seniority purposes for scheduled hours missed in accordance with this provision.

12.03 Leave for Work in Union Office

(a) 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.

(b) Seniority shall accumulate for Regular Full-time Employees on the basis of his continuous service and for Regular Part-time Employees during such leave on the basis of what his 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 Agreement. It will become the responsibility of the Regular Full-time Employee for full payment of any applicable Health and Welfare Benefits in which the Employee is participating during such leave of absence.

Regular Part-time Employees who are on leave under this Article shall not receive pay in lieu of benefits as stipulated in Article 18.05.

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

12.04 Bereavement Leave

Any Employee who notifies the Employer as soon as possible following a death will be granted bereavement leave for five (5) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the Employee's spouse, including common-law spouse and same sex partner, child or step-child, parent or step-parent, sister or step-sister, brother or step-brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law or sister-in-law. One of the days off under this provision shall be the day of the funeral.

An Employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his/her aunt, uncle, niece, or nephew.

The Employer, in its discretion, may grant or extend such leave without pay in extenuating circumstances.

12.05 Jury and Witness Duty

(a) Jury and Witness Duty for Regular Full-time Employees or Regular Part-time Employees

If a Regular Full-time or Regular Part-time 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, the Employee shall not lose regular pay because of such attendance provided that the Employee:

(i) notifies the Employer immediately on the Employee's notification that he will be required to attend at court;
(ii) presents proof of service requiring the Employee's attendance and proof of the hours for which their attendance was required in court;
(iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances, and provide an official receipt thereof;
(iv) reports for work during any reasonable period in which his attendance is not required in court.

12.06 Pregnancy Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the *Ontario Employment Standards Act, 2000* as amended from time to time.

(b) The Employer agrees to continue paying their portion of premiums for applicable group benefits for the duration of the pregnancy leave, provided that the Employee continues to pay her portion of the premiums.

(c) Supplemental Employment Benefits (for Full-time and Part-time Employees only)
Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplementary Employment Benefit (SEB) Plan, an Employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits, shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between one hundred percent (100%) of her normal weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Receipt by the Employer of the Employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The Employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the Employee one hundred (100%) percent of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits. Where the waiting period has been waived, this payment does not apply.

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

(d) 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 above.

12.07 Parental Leave

(a) Parental leave will be granted in accordance with the provisions of the *Ontario Employment Standards Act, 2000*, as amended from time to time. The Employer agrees to continue paying their portion of premiums for applicable group benefits for the duration of the parental leave, provided that the Employee continues to pay their portion of the premiums.

(b) Supplemental Employment Benefits (for Full-time and Part-time Employees only)
Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) Plan, an Employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits, shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between one hundred percent (100%) of her normal weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Receipt by the Employer

of the Employee's insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance parental benefits.

The Employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on parental leave.

In addition to the foregoing, the Employer will pay the Employee one hundred percent (100%) of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits. Where the waiting period has been waived, this payment does not apply.

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

12.08 In-Service Training

(a) It is agreed that when mandatory in-service educational sessions are instituted by the Employer, Employees shall be required to attend. Such programs will be conducted during working hours where practicable.

(b) Where such mandatory in-service educational sessions are conducted outside the Employee's working hours, the Employer will pay the Employee his applicable rate of pay for attendance as per Article 20.03 at such in-service sessions.

(c) Upgrading Qualifications

If required by the Employer, an Employee shall be entitled to leave of absence without loss of regular earnings and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications. Costs relating to travel and accommodation will be paid in accordance with Board policies.

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 an upgrading course required by the Employer.

The Employer will not be required to cover any costs relating to an Employee's subsequent attempt to pass a failed examination.

In the event that Employees are required by the Ministry of Health to upgrade their qualifications and funding is provided by the Ministry for the purpose of such upgrading, the Employer agrees to make such funding available to Employees in accordance with any parameters under which such funding is provided by the Ministry.

(d) Facilitation

Where an Employee is scheduled to facilitate at an educational or an in-service program for the Employer, and/or where the Employee has to prepare for such

educational or in-service, the preparation time and facilitation time shall be completed in the regular work week where possible.

ARTICLE 13 - SICK LEAVE, INJURY, & DISABILITY

13.01 Sick Leave

Regular Full-time Employees shall earn sick leave credits at the rate of one day per month based on the Employee's normal daily hours of work as defined in Article 14.01. Sick leave credits will accumulate to a maximum of 12 normal daily work days and are to be used for the Employee's personal illness or for the purpose of the Employee attending his or her medical appointment. For the purpose of this clause, sick leave credits will not accumulate for periods of sick leave or leave of absence in excess of 30 continuous calendar days. Employees will not be allowed to cash in any unused sick leave credits upon termination of employment, resignation, or retirement.

Regular Full-time Employees will be allowed to use a total of two (2) of the twelve (12) sick days in a calendar year to care for a sick family member or to drive a family member to a medical appointment. A family member is defined as the employee's spouse, parent (including step-parent), sibling (including step-sibling), child (including step-child and foster child), grandparent, grandchild, or a relative of the employee who is dependent on the employee for care or assistance.

13.02 Short Term Disability Insurance

The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for a short-term disability insurance plan with benefits equivalent to those described in Schedule C.

13.03 Long Term Disability

The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for a long-term disability plan with benefits equivalent to those described in Schedule C.

13.04 Sick Leave Administration

Employees absent on account of sickness must notify their Immediate Supervisor at their earliest opportunity, and in any event before the commencement of their working hours, in order to permit the Employer to obtain a replacement. Employees failing to report as herein provided will be treated as absent without leave unless excused by the Employer.

Any Employee may be required to produce, at the Employer's expense, a certificate from a duly qualified practitioner for any absence due to illness or accident at the discretion of the Employer. The certificate must state that such Employee is unable to carry out his regular duties due to illness or accident and the Employee's expected date of return to work.

If a Regular Full-time Employee claims sick leave for any day prior to, or subsequent to a statutory holiday, or for any day prior to, or subsequent to his normal day off, his sick leave pay will not be granted, unless satisfactory proof of illness or accident is presented

by way of a doctor's certificate, provided however, that any other evidence of such sickness satisfactory to the Employer may be accepted in lieu of such certificate.

Sick leave credits may be used by an Employee up to his/her accumulated total where the Employee has made application and is awaiting a determination of WSIB or STD benefits. In the event the WSIB or STD benefit claim is approved, the Employee shall reimburse the Employer for sick leave pay in respect of the claim and the Employee's sick leave credits will be reinstated accordingly. If no sick credits are available, the Employee may utilize any lieu time or vacation time under the same conditions as above.

13.05 Leave Records

The Employer will indicate the number of hours of sick leave accumulated and used by each Employee at the end of each pay period.

13.06 Medical Examinations

Employees may be required to undergo medical examinations from time to time as designated by the Employer. Any expenses associated with such examinations shall be borne by the Employer. Medical examinations required to maintain any legislated employment qualifications including driver's license shall be at the Employee's expense.

13.07 Copies of Disability Plans

A copy of the current short-term disability and long-term disability plan text shall be provided to the Union. Employees shall receive an updated employee handbook when changes are made to the plan.

ARTICLE 14 - HOURS OF WORK

14.01 Daily and Weekly Hours of Work

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

The work week shall be defined as Friday to Thursday.

(a) Paramedic

(1) Eight hour shift

The normal daily hours of work for Regular Full-time and Regular Part-time Employees will be eight (8) hours per day inclusive of one-half (½) hour paid meal break.

(2) Twelve hour shift

The normal daily hours of work for Regular Full-time, Regular Part-time and Casual Employees will be twelve (12) hours per day inclusive of a three quarter (¾) hour paid meal break.

(3) Both shifts

(i) Employees are entitled to one fifteen (15) minute rest period in each four (4) hours of work.

Where an Employee performs authorized overtime work of at least three (3) hours duration, the Employee will be entitled to one fifteen (15) minute rest period.

(ii) When an Employee is out of his catchment area and unable to return to base for a meal, the Employee will be compensated for the cost of a meal of $20.00.

Employees are entitled to this reimbursement once after 4 hours, and once after each subsequent consecutive 8 hour period that the Employee is outside his catchment area in a shift.

(iii) The normal work week for Regular Full-time Employees shall be forty (40) hours per week inclusive of paid meal breaks averaged over the scheduling period at each work location.

(iv) The Employer shall not establish any shift of less than four (4) hours duration. The Employer may also arrange for “up staffing” shifts, where Employees are asked to work shifts, the duration of which is not known at the time of commencement of the shift.

In such cases Employees will only be paid overtime rates for such hours exceeding twelve (12) hours for each “up staff” shift.

(v) Relief coverage and/or up-staffing will be offered separately at each work location as follows:

(a) to Regular Part-time Employees who have made themselves available at that work location in order of seniority, up to eighty-four (84) hours per two week pay period providing they have not exceeded 240 hours per six week schedule.

(b) to Casual Employees who have made themselves available at that work location in order of seniority, up to eighty-four (84) hours per two week pay period providing they have not exceeded 240 hours per six week schedule.

(c) to Regular Part-time Employees who have made themselves available at another work location in order of seniority, up to eighty-four (84) hours per two (2) week pay period providing they have not exceeded 240 hours per six (6) week schedule.

(d) to Casual Employees who have made themselves available at another work location in order of seniority, up to eighty-four (84) hours per two week pay period providing they have not exceeded 240 hours per six week schedule.

(e) if relief coverage cannot be filled in accordance with this article then relief coverage will be filled on a mandatory basis from the bottom of the seniority list amongst Regular Part-time and Casual Employees at that work location.

Employees are required to advise the Employer, at the time of being offered relief shifts under this provision, if accepting such shift(s) would put the Employee in an overtime position, and in such case the Employer shall not be required to offer the shift to such Employee. In no event shall the Employer be required to pay overtime to Employees filling relief shifts under this provision notwithstanding any other provisions of this Agreement.

(4) Call-in or up-staffing conducted by the Central Ambulance Communications Centre (CACC) for emergencies and/or to maintain sufficient emergency coverage shall not be required to adhere to the procedure set out in subparagraph (v).

The Employer will provide CACC with a copy of the call-in protocol and up to date Employee seniority lists including the Employee's primary phone number, from each work location.

14.02 Scheduling

(a) An Employee shall not be required to work more than five (5) consecutive 8 hour shifts or more than four (4) consecutive 12 hour shifts without the Employee's consent. If an Employee is required to work more than the stipulated number of consecutive shifts, the Employee shall be paid at the rate of time and one-half (1 ½) the regular hourly rate for all scheduled hours worked on the next consecutive shift.

(b) An Employee working a combination of 8 and 12 hour shifts shall not work more than five consecutive shifts. If an Employee is required to work more than the stipulated number of consecutive shifts, the Employee shall be paid at the rate of time and one-half (1 ½) the regular hourly rate for all scheduled hours worked on the next consecutive shift.

(c) There shall be at least twelve (12) consecutive hours off between shifts and at least 48 consecutive hours following a period of night shifts when changing to the day shift. Failure to provide such time off will result in pay at the rate of time and one-half (1 ½) regular hourly rate for the Employee's next shift. This will not apply when an Employee has accepted an extra shift or a change in the start time for a shift.

(d) The Employer will schedule days off on the basis of no less than forty-eight (48) consecutive hours. Failure to provide forty-eight (48) consecutive hours off shall result in pay at the rate of time and one-half (1 ½) the regular hourly rate for all scheduled hours worked on the Employee's next shift. This will not apply when an Employee has accepted an extra shift during their scheduled days off.

(e) At least thirty-three (33%) percent of weekends shall be scheduled off in each master rotation. This shall not preclude scheduling more frequent weekends off. An Employee will be paid at the rate of time and one-half (1 ½) for all scheduled hours worked on additional weekends in a rotation save and except where:

1. such weekend has been worked by the Employee to satisfy specific days off requested by such Employee; or
2. such Employee has requested weekend work; or
3. such weekend has been worked as the result of an exchange of shifts with another Employee.

(f) A weekend is defined as a minimum of forty-eight (48) consecutive hours scheduled off work between 1800 hours Friday and 0800 hours Monday.

(g) The Union and the Employer agree that it is of mutual benefit to have schedules that provide a balance between adequate coverage to meet operational demands and promotes health and wellness of Employees. Where schedule change is proposed by the Union, the Employer may consider the change, with the final approval being made by the Employer.

(h) Shift schedules and on-call schedules will be posted at least four (4) weeks in advance, utilizing accepted posting practices, as determined by the Employer.

(i) Requests for change in posted time schedules must be submitted using the accepted method as determined by the Employer and co-signed by an Employee willing to exchange days off or shifts. It is understood that such change in days off or shifts initiated by the Employee and approved by the Employer shall not result in overtime or premium payment.

(j) When a tour shift schedule is changed by the Employer without twenty-four (24) hours' notice, the Employee shall be paid at the rate of time and one-half (1½) the regularly hourly rate for the first shift of the schedule.

14.03 Daylight Savings Time

It is understood that normal hours of work include those required to accommodate the change from Daylight Savings Time to Standard Time, and vice versa, to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that all hours worked will be paid at the regular straight rate as a result of the change-over to Daylight Savings Time from Standard Time or vice versa.

14.04 Court Duty (Work Related)

If an Employee (Regular Full-time, Regular Part-time, or Casual) 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, Employees shall be paid at their regular straight time hourly rate for all hours for which the Employee's attendance is required in court and travelling to and from court provided that the Employee:

(i) notifies the Employer immediately on the Employee's notification that he will be required to attend at court;
(ii) presents proof of service requiring the Employee's attendance and proof of the hours for which their attendance was required in court;
(iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances, and provides an official receipt thereof;
(iv) reports for work during any reasonable period in which his attendance is not required in court.

In addition to the foregoing, where a Full-time Employee or Regular 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 his regularly scheduled day off, the Employer will attempt to reschedule the Employee's regular day off.

Should the Employer not be able to reschedule the Employee's regular day off, the Employee shall be paid for such attendance at the appropriate rate of pay as per Article 20.03.

Where the Employee's attendance is required during a different shift than he is 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.

14.05 Travel Time

When an Employee is required to travel to/from a work location other than his home work location at the request of the Employer, or is required to attend courses in a community outside his home work location, the Employee shall be entitled to pay at their regular straight time hourly rate for hours spent in travel. Employees may be required to travel to such courses during their regularly scheduled hours. Time spent in travel pursuant to this article outside an Employee's regular scheduled hours will not be counted as hours of work for overtime purposes. No other travel time will be compensated except as provided herein.

14.06 Travel - Training

If the Employer offers training in the Employee's home work location, the Employer will not pay travel time if the Employee chooses a location outside their home work location. Employees who have approved vacation during the mandatory training whose vacation was approved prior to the Employer releasing the dates to the Employees and Employees who are off on approved sick leave supported by a duly qualified practitioner or other approved leave of absence will not be subject to this clause.

An Employee who has followed the training schedule deadlines and who has not been provided an available spot for training at their home work location and is therefore required to attend training at another work location will not be subject to this clause.

ARTICLE 15 - PREMIUM PAYMENT

15.01 Overtime

Overtime will be paid in accordance with the following:

(a) for Regular Full-time Employees overtime will be paid for any hours worked in excess of the normal daily hours of work as defined in Article 14.01 (a) and (b) or in excess of:
   - two hundred and forty (240) hours averaged over a six (6) week period subject to the provisions of the Agreement;

(b) for Regular Part-time and Casual Employees, overtime will be paid for any hours worked in excess of the normal daily hours of work as defined in Article 14.01 (a) or in excess of:

- eighty-four (84) hours over a two (2) week period to a maximum of two hundred and forty (240) hours averaged over a six (6) week period, subject to the provisions of the Agreement.

15.02 Overtime Premium

Employees in an overtime situation shall be paid time and one-half (1½) their regular hourly rate or a day and one-half time off, the day to be selected by mutual agreement between the Supervisor or designate and the Employee. All other hours worked beyond the overtime shift shall be paid at two times their regular hourly rate.

15.03 No Pyramiding

Overtime shall not be allowed more than once for any hour worked, and there shall be no pyramiding or duplication of overtime and any other premiums under this Agreement.

15.04 Overtime Approval

All overtime must be approved in advance by the Employee's Supervisor or designate.

15.05 Distribution of Overtime

(a) Overtime will not be offered until the Employer has exhausted the relief coverage provisions under Article 14.01 (a)(3)(v).

(b) This article applies only to overtime opportunities offered directly by the Employer and not to overtime situations resulting from resource utilization decisions made by the Central Ambulance Communications Centre (CACC). Accordingly no grievance may be filed against the Employer concerning the distribution of overtime where such decisions are made and implemented by CACC.

(c) The Employer will offer overtime (excluding shift overrun situations) in order of seniority to the most senior Regular Full-time Employee qualified to perform the work that is available. Where the senior Regular Full-time Employee is unavailable or unable to accept the overtime, the next senior Regular Full-time Employee shall be offered the overtime.

(d) Where there are no Full-time Employees available to work the overtime, the overtime will be offered to the most senior Regular Part-time Employee qualified to perform the work that is available. Where the senior Regular Part-time Employee is unavailable or unable to accept the overtime, the next senior Regular Part-time Employee shall be offered the overtime.

(e) Where there are no Regular Part-time Employees available to work the overtime, the overtime will be offered to the most senior Casual Employee qualified to perform the work that is available. Where the senior Employee is unavailable or unable to accept the overtime, the next senior Casual Employee shall be offered the overtime.

(f) Overtime will have been deemed to have been offered to an Employee when the Manager or designate contacts the primary telephone number provided by the Employee.

(g) When there is no one available at the affected site, the Employer will offer the scheduled overtime in order of seniority.

(h) Any Employee who is listed as “not available” will not be called except for emergency up-staffing after all others have been called under (c) through (g) above or relief coverage cannot be filled under (i).

(i) If overtime cannot be filled in accordance with this article then overtime will be filled on a mandatory basis from the bottom of the seniority list at the affected work location.

15.06 Time Off in Lieu of Overtime for Regular and Temporary Full-time Employees

(a) Employees intending to bank lieu hours for overtime call-in will indicate accordingly on their time sheet.

(b) Time in lieu may be accumulated and shall not exceed ninety-six (96) banked hours at any given time. All additional hours will be paid out at the applicable rate.

(c) Banked time shall be taken at a mutually agreed time.

(d) For Casual Employees in Temporary Full-time positions, all banked time hours will be paid out at the applicable rate upon the conclusion of the temporary position.

15.07 Forfeiting Subsequent Shifts for Working Overtime

Employees who work overtime will not be required to forfeit a subsequent scheduled shift to make up for overtime worked, except for health and safety reasons.

15.08 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work or, if sent home by the Employer, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined herein shall not apply whenever an Employee has received prior notice not to report for work or where the Employer attempted to notify the Employee not to report for work, but was unable to do so due to the Employee’s failure to provide the Employer with his current address and telephone number.

Regular Part-time and Casual Employees scheduled to work less than eight (8) hours per day will receive a pro-rated amount of reporting pay.

15.09 Call-In

(a) Where Employees are called-in 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.

(b) In no event shall an Employee collect more than two (2) call-in premium payments within any four (4) hour period.

(c) In the event of a third or subsequent call-in during the said four hour period an Employee shall be paid regular overtime rates for time worked in excess of the said four hour period.

(d) An Employee may return home after having completed the work for which he was called in. This includes having cleaned and restocked the vehicle, completed and submitted the e-ACR, and contacting CACC to be cleared from base.

15.10 On-Call

An Employee who is required to remain available for duty on on-call, outside the normal working hours for that particular Employee, shall receive on-call pay in the amount of twelve percent (12%) of the Employee's regular hourly wages, excluding any overtime or other premiums, for each hour on call. Such on-call hours shall not be considered as time worked for the purpose of overtime pursuant to Article 15.02 of the Agreement.

On-call pay shall, however, cease where an Employee is called into work under Article 15.09 above and works during the period of on-call.

15.11 Shift Premium and Weekend Premium

Employees shall be paid a shift premium for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same premium will be paid as a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the parties. Employees are entitled to only one premium for any hours worked. Shift premiums will be effective as follows:

- one dollar ($1.00) per hour effective January 1, 2009.

15.12 Charge Paramedic Premium

When assigned additional responsibility as Charge Paramedic by the Manager or designate, a premium of one dollar ($1.00) per hour shall be paid to the most senior paramedic on each shift for all hours for which responsibility is assigned.

ARTICLE 16 - HOLIDAYS

16.01 Number of Holidays

(The following clause is applicable to Full-time Employees only)

(a) The Employer recognizes the following days as paid holidays:

New Year's Day	Remembrance Day
Canada Day	Victoria Day
Thanksgiving Day	Labour Day
Boxing Day	Christmas Day
Good Friday	Civic Holiday
Second Monday in June	National Truth and Reconciliation Day

(b) Regular Full-time Employees shall be entitled to one (1) floating day within each calendar year after completing one (1) year of service. The Employee and Employer shall schedule the floating day on a day mutually agreed upon.

(c) Qualification and Payment for Holiday Pay
Save and except for superior conditions as set out herein, Employees shall qualify and receive payment for the above listed paid holidays in accordance with the provision of the *Ontario Employment Standards Act, 2000*. The current relevant provisions of the *Ontario Employment Standards Act, 2000* will be kept in the communication book at each work location.

(d) Should the Employer be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing paid holidays recognized by the Employer or floating day recognized by the Employer shall be established as the legislated holiday after discussions with the Union, so that the Employer's obligation to provide the total number of paid holidays and floating days as noted above remain unchanged.

(e) Sick Pay during Holiday
An Employee who qualifies to receive pay for any holiday or a lieu day for such holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

(f) Payment for Working Overtime on a Holiday
Where an Employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such Employee shall receive twice (2x) his regular straight time hourly rate for such authorized overtime.

(g) Paid Holidays Clarification of Payment for Lieu Days for 12-hour shifts
Lieu days resulting from a statutory holiday and the float day will be converted to a bank of hours on the basis of an eight (8) hour day (13 x 8 = 104 hours).

(h) The total banked hours (104) from g) above, will be allotted at the beginning of the calendar year. Employees will be able to request time off from their bank of paid holidays until December 31. In order to facilitate Employees taking as much paid time off as possible during the year, Employees may request paid holidays for use in advance of the date the holiday occurs. Any remaining paid holiday time at December 31, will be paid out by January 31 of the following year. Should an Employee resign prior to the end of the calendar year, their paid holiday bank will be reconciled accordingly; adjustments required, if any, will be made on the Employee's final pay cheque.

ARTICLE 17 - VACATION

17.01 Vacation Entitlement, Qualifiers, and Calculation of Payment

(a) Vacation Entitlement, Qualifiers and Calculation of Payment for Full-time Employees

(i) An Employee who has completed one (1) year but less than two (2) years' of continuous service shall be entitled to two (2) weeks' annual vacation, with pay.

(ii) An Employee who has completed two (2) years' but less than five (5) years' of continuous service shall be entitled to three (3) weeks' annual vacation, with pay.

(iii) An Employee who has completed five (5) years' but less than thirteen (13) years' of continuous service shall be entitled to four (4) weeks' annual vacation, with pay.

(iv) After ten (10) years' service, one (1) day for each additional two (2) years' of service will be added to the vacation time to an accumulated maximum of ten (10) days.

(v) An Employee who has competed thirteen (13) years' but less than twenty-one (21) years' of continuous service shall be entitled to five (5) weeks' annual vacation, with pay.

(vi) An Employee who has completed twenty-one (21) years' but less than twenty-seven (27) years' of continuous service shall be entitled to six (6) weeks' annual vacation, with pay.

(vii) An Employee, who has completed twenty-seven (27) years or more of continuous service, shall be entitled to seven (7) weeks of annual vacation, with pay.

Vacation pay shall be calculated on the basis of the Employee's regular straight time rate of pay times forty (40) hours per week times the number of weeks of vacation entitlement for paramedics, subject to the application of Article 9.05, Effect of Absence. In no event shall vacation pay be less than the amount required by the *Ontario Employment Standards Act, 2000* as amended from time to time.

(b) Vacation Entitlement, Qualifiers and Calculation of Payment for Regular Part-Time and Casual Employees

(i) An Employee who has completed one (1) year but less than two (2) years' of continuous service shall be entitled to two (2) weeks' annual unpaid vacation.

(ii) An Employee who has completed two (2) years' but less than five (5) years' of continuous service shall be entitled to three (3) weeks' annual unpaid vacation.

(iii) An Employee who has completed five (5) years' but less than fifteen (15) years' of continuous service shall be entitled to four (4) weeks' annual unpaid vacation.

(iv) An Employee who has competed fifteen (15) years' but less than twenty-five (25) years' of continuous service shall be entitled to five (5) weeks' annual unpaid vacation.

(v) An Employee who has completed twenty-five (25) years' or more of continuous service shall be entitled to six (6) weeks' annual unpaid vacation.

For the purpose of calculating service for vacation purposes, for Regular Part-time and Casual Employees an Employee will be deemed to have worked a year for every:

- 2080 hours worked for paramedic Employees.

In the case of Regular Part-time and Casual Employees vacation pay shall be paid at the time of each pay period.

17.02 Unbroken Vacation Period

Subject to the Employer's operational requirements, an Employee shall be entitled to receive his vacation in an unbroken period.

17.03 Notification of Preferred Vacation

(1) Requests for vacation time off for June, July, and August shall be in writing, entered on the timesheet, and shall be submitted to the Employer by March 1st of each year. Requests for Christmas Day (Dec. 25), Boxing Day (Dec. 26), New Year's Eve (Dec. 31), and New Year's Day (Jan. 1) shall be submitted to the Employer by October first (1st) of each year. An Employee may indicate a second or third preference for June, July, and August vacation time. To facilitate such requests, the Employer shall make available a standard vacation request process.

(2) Where a dispute arises between Employees requesting the same vacation time, and such request cannot be accommodated by the Employer, then seniority shall apply. However, once an Employee has been granted a preferred vacation period, he may not exercise seniority rights to change the stated period.

(3) Once vacation has been approved, the Employer will confirm accordingly with the affected Employee. It is incumbent on the Employees to contact the Employer immediately should any discrepancies be found in the correspondence. The Employer will complete this process by April 15th and November 16th each year, respectively.

17.04 Employees Receiving Greater Number of Vacation Days

Any Employee who currently receives a greater number of vacation days than as provided in Article 17.01 shall remain at their current level, and will not be entitled to additional vacation entitlement until they achieve the number of service years which would entitle them to a greater level of vacation entitlement.

17.05 Work During Vacation

Should an Employee who has commenced his/her scheduled vacation agree to a request by the Employer to return to perform work during the vacation period, the Employee shall be paid at the rate of one and one-half (1 ½) times his/her 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 lieu day off for each day on which she/he has so worked.

17.06 Illness During Vacation for Regular Full-Time Employees

Where an Employee's scheduled vacation is interrupted due to a serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness that requires the Employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the Employee to their residence or to bed rest for more than three days.

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

17.07 Written Request for Vacation Pay

An Employee shall be entitled to receive his/her vacation pay prior to going on vacation, provided that such request is made in writing to the Employer and at least twenty-five (25) working days in advance of the vacation.

17.08 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 12.04. 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.

17.09 Unused Vacation

With prior approval, an Employee will be permitted to hold over from one (1) year to the next, forty (40) hours of unused vacation entitlement.

17.10 Changing Vacation

Changes to scheduled vacation and banked statutory holidays will only be considered if submitted in writing a minimum of one (1) week in advance. Exceptions may be considered at the discretion of Management.

ARTICLE 18 - HEALTH & WELFARE

18.01 Insured Benefits

The Employer agrees, during the term of the Agreement, to contribute towards the insurance premium of participating Regular Full-time eligible Employees (as defined by Article 2.04) in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements.

(1) The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for basic participant life insurance, dependent life insurance and participant accidental death and dismemberment insurance with benefits equivalent to those described in Schedule C.

(2) The Employer agrees to contribute seventy-five percent (75%) (effective January 1, 2023, eighty percent (80%) and effective January 1, 2024, eighty-five percent (85%)) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for extended health care with benefits equivalent to those described in Schedule C.

(3) The Employer agrees to contribute seventy-five percent (75%) (effective January 1, 2023, eighty percent 80%) and effective January 1, 2024, eighty-five percent (85%)) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for dental care with benefits equivalent to those described in Schedule C.

(4) A copy of the insured benefits plan text shall be provided to the Union. Employees shall receive an updated Employee Handbook when changes are made to the plan.

(5) The Employer agrees to contribute seventy-five percent (75%) (effective January 1, 2023, eighty percent (80%) and effective January 1, 2024, eighty-five percent (85%)) of the billed premium towards coverage to all Regular Full-time Employees who retire early and have not yet reached age sixty-five (65) and, who are in receipt of the Employer's pension plan benefits, on the same basis as is provided to active Regular Full-time Employees for extended health care and dental benefits. Retired Employees, who choose to participate in the Employer's extended health care and dental benefit plans shall contribute the remaining twenty-five percent (25%) (effective January 1, 2023, twenty percent (20%) and effective January 1, 2024, fifteen percent (15%)) to the billed premiums payable by post-dated cheques three (3) months in advance of the month for which the premium is paid to the carrier. When a retired Employee reaches the age of sixty-five (65) any benefits under the extended care and dental plans will cease.

18.02 Change of Carrier for Full-Time Employees

It is understood that the Employer may, at any time, substitute another carrier for any plan (other than OHIP) provided that each benefit conferred thereby is not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed changes and ascertain its views regarding the proposed changes. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit program contracted for and in effect for Employees covered herein.

The Employer will not be liable to cover the costs of any benefit, which its insurance carrier has dropped from its plan, if any such benefit is not available by a comparable commercial benefits carrier at a comparable cost.

18.03 Benefits Disputes

Any dispute over the payment of benefits provided for in Article 13 or Article 18 shall be adjusted solely between the Employee and the insurer concerned. The Employer's

obligation shall be solely restricted to the payment of the premium and the Employer shall not be in any way responsible if the insurer shall deny payment. Any claim for such payment shall not be the subject of a grievance or arbitration under the Agreement except:

(1) where an Employee alleges that the Employer has failed to pay the premium costs for the benefit plan; or

(2) where an Employee alleges that the Employer has substituted a benefits carrier or benefits package in a manner that breaches the Agreement.

18.04 Pension Plan

(a) All Regular Full-time Employees shall, as a condition of employment, enroll in the Employer's pension plan when eligible in accordance with its terms and conditions.

(b) Subject to eligibility requirements of OMERS, Regular Part-time and Casual Employees may opt to enroll in the plan. In such case the Employer and the Employee shall contribute to the plan according to OMERS requirements.

18.05 Benefits for Regular Part-time and Casual Employees

A Regular Part-time and Casual 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, save and except: salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, pay for jury and witness duty, bereavement pay, and maternity supplemental employment benefits), an amount equal to fourteen percent (14%) of his regular straight time hourly rate for all straight time hours paid.

ARTICLE 19 - HEALTH AND SAFETY

19.01 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 Employer's operation in order to prevent accidents, injury and illness.

(b) The Employer and Union recognizes that they will comply with the *Ontario Occupational Health and Safety Act, 1990* concerning the selection or appointment of Occupational Health and Safety representatives and/or committees.

Health and Safety representatives and/or committees 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.

(c) The Employer agrees to co-operate reasonably in providing necessary information to enable the Health and Safety representatives and/or committees to fulfill their functions.

(d) Health and safety issues arising at one or more of the work locations, which are of significance to the organization as a whole or to more than one work location, shall be addressed to and dealt with by the Labour Management Committee. Issues of

an urgent nature will be taken up as soon as reasonably possible with Administration.

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

(f) In work locations with Health and Safety committees, meetings shall be held every three months or more frequently if required. The committee shall maintain minutes of all meetings and make the same available for review.

(g) Any representative appointed or selected shall serve for a term of one (1) calendar year from the date of appointment that may be renewed for further periods of one (1) year.

(h) Preparation time up to one hour and time spent at the Joint Health and Safety Committee meeting shall be paid at the applicable rate.

19.02 Workers Killed or Injured on the Job

In recognition of all workers killed or injured on the job, the Employer agrees to permit the observance of one minute of silence at 11:00 a.m. annually on April 28th where practical.

19.03 Violence and Harassment in the Workplace

The parties recognize that Employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an Employee.

The relevant Health and Safety representative and/or committee shall concern itself with those matters and shall make such recommendations, as it deems appropriate.

19.04 Modified Work

(a) The Employer and the Union recognize their joint responsibility to provide a modified work program to facilitate the return to active employment of Employees as quickly and efficiently as possible.

(b) When it has been medically determined that an Employee is unable to return to the full duties of his/her position due to a disability, the Employer will notify and meet with designated members of the Union, and the Employee, to discuss the circumstances surrounding that Employee's return to suitable work.

(c) The Employer agrees to provide the Employee with a copy of WSIB Form 7 at the same time it is sent to WSIB.

ARTICLE 20 - COMPENSATION

20.01 Job Classification

(1) When a new classification (which is covered by the terms of this Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer

to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) calendar days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in Article 7 of the Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator or Board of Arbitration 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 classification.

(2)

(a) 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, within ten (10) days of the date the Union is notified of the substantial change in job content to permit the Union to make representation with respect to the appropriate rate of pay.

(b) If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in Article 7 of the Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator (or Board of Arbitration 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.

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

20.02 Promotion to a Higher Classification

An Employee who is promoted to a higher rated classification within the Bargaining Unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification provided that he does not exceed the wage rate of the classification to which he has been promoted.

20.03 Wages and Classification Premiums

(1) The wage rates in effect for the duration of this Agreement shall be as set forth in Schedule “A” attached to and forming part of this Agreement.

(2) The Employer may, in its absolute discretion, pay to a new Employee a salary which is in excess of the “start” rates set out in Schedule “A” having regard to the Employee’s qualifications and experience in the type of employment for which they are being hired. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule of the Agreement.

20.04 Progression on the Wage Grid for Regular Part-time and Casual Employees

Regular Part-time and Casual Employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year:

- for each 2080 hours worked by paramedic Employees.

20.05 Job Descriptions

A copy of the current job description for a Bargaining Unit position shall be made available to the Union upon request. When a new classification that is covered by the terms of this Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the Local Union of the rate of pay pursuant to Article 20.01 above.

ARTICLE 21 - DURATION

21.01 Term

This Agreement shall be effective from January 1, 2022 to December 31, 2024 and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date hereof. Upon receipt of such notice by either party, both parties will meet thereafter for the purpose of bargaining.

ARTICLE 22 - GENERAL

22.01 Copies of the Collective Agreement

The Employer will print sufficient copies of this Agreement within sixty (60) days of signing and the costs will be paid by the Employer and the Union equally. Copies of the Agreement will be available for all Employees.

22.02 Uniforms and Safety Boots

(a) The Employer will provide such uniforms as are required by the Employer following commencement of employment and on a reasonable replacement basis.

(b) Cost of regularly maintaining, repairing and replacing the uniform will be the responsibility of the Employer.

(c) The Employer will reimburse an Employee up to $200.00 effective January 1, 2019, $225.00 effective January 1, 2020, and $250.00 effective January 1, 2021 for the purchase of approved safety footwear no more than once per calendar year upon presentation of proof of purchase.

(d) Issues relating to uniform pieces, quantity and style shall be the subject of Labour-Management Committee meetings.

22.03 Retroactivity

Retroactive payments to individuals relating to the foregoing general wage increases shall be paid within thirty (30) days from the effective date of ratification and shall be based on all hours paid for the following Employee groups: Land Ambulance Staff.

SIGNATURES

IN WITNESS WHEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives.

Signed this 8th day of Feb , 20 23

For the Employer:

Henry Wall (Feb 1, 2023 13:46 CST)

For the Union:

Derek Hamilton (Feb 1, 2023 22:09 CST)

Crystal Hamilton (Feb 1, 2023 22:19 CST)

Ted Bowcock (Feb 8, 2023 07:24 CST)

Dave Francis (Feb 8, 2023 07:40 CST)

SCHEDULE A - PAY GRID

	Jan. 1/22 to Dec. 31/22		
	Start	**1**	**2**
Paramedic	$32.64	$32.99	$33.37
PCP (Non-AEMCA)	$34.56	$34.95	$35.36
PCP (AEMCA)	$38.43	$39.64	$40.82
PCP Coordinator (AEMCA)	$39.89	$41.09	$42.27

	Jan. 1/23 to Dec. 31/23		
	Start	**1**	**2**
Paramedic	$33.29	$33.65	$34.04
PCP (Non-AEMCA)	$35.25	$35.64	$36.07
PCP (AEMCA)	$39.20	$40.43	$41.64
PCP Coordinator (AEMCA)	$40.69	$41.91	$43.11

	Jan. 1/24 to Dec. 31/24		
	Start	**1**	**2**
Paramedic	$33.96	$34.32	$34.72
PCP (Non-AEMCA)	$35.95	$36.36	$36.79
PCP (AEMCA)	$39.99	$41.24	$42.47
PCP Coordinator (AEMCA)	$41.50	$42.75	$43.98

SCHEDULE B - ESSENTIAL SERVICES AGREEMENT

Essential Services Agreement
Between

Kenora District Services Board

and

Canadian Union of Public Employees
and its Local 5911

Whereas, it is the obligation of the parties to negotiate an Essential Service Agreement pursuant to the *Ontario Ambulance Services Collective Bargaining Act, 2001*, and

Whereas, the parties are interested in fulfilling their obligations under the Act and in ensuring that ambulance services are maintained in the event of a bargaining impasse; and

Therefore, the parties agree as follows:

1. For the purpose of this Agreement, "bargaining impasse", means the point in time at which either party notifies the other party in writing that it wishes to discontinue bargaining.

2. In the event of a bargaining impasse, the parties agree to maintain normal ambulance services, both essential and non-essential.

3. In the event of a bargaining impasse, the number of ambulance workers required to provide normal ambulance services both essential and non-essential shall be the same number which was required to provide ambulance services prior to the bargaining impasse.

4. The terms and conditions of employment of the ambulance workers in the Bargaining Unit and any rights, privileges or duties of the ambulance workers or the Employer or Union in relation to the ambulance workers continue in effect until a new Agreement is made unless the Employer and the Union agree otherwise.

5. Where the parties reach impasse, the matters in dispute will be referred to arbitration for full and final resolution in accordance with Appendix "A" of this Agreement.

6. The parties agree that this Agreement will be incorporated into and form part of the Agreement between the parties.

Signed this 8th day of Feb, 2023

For the Employer:

Henry Wall (Feb 1, 2023 13:46 CST)

For the Union:

Derek Hamilton (Feb 1, 2023 22:09 CST)

Crystal Hamilton (Feb 1, 2023 22:19 CST)

Ted Bowcock (Feb 8, 2023 07:24 CST)

Dave Francis (Feb 8, 2023 07:40 CST)

APPENDIX A

1. Where either party, in accordance with this Agreement, notifies the other party that it wishes to discontinue bargaining, the parties shall appoint to a board of arbitration a member who has agreed to act.

   Such appointment shall be made no later than sixty (60) days from the date on which notice was given under this clause.

   Prior to the appointment of a member or members mentioned in this clause, the parties will meet and make a good faith effort to resolve the matters in dispute. By agreement, the parties may request that the Minister of Labour appoint a conciliation officer/mediator in order to effect a settlement.

2. Where a party fails to appoint a member of a board of arbitration within the time mentioned above, either party may request in writing that, the Minister of Labour appoint such member.

3. Where the two members appointed by or on behalf of the parties fail within ten days after the appointment of the second of them to agree upon the third member, the third member shall be chosen by lot from amongst the list of members of the Ontario Labour-Management Arbitrators' Association.

4. If a person ceases to be a member of a board of arbitration by reason of resignation, death or otherwise before it has completed its work, the party whose point of view was represented by such person shall appoint a member in his or her place. If such person is the chair, the other members of the Board of Arbitration will select a new person in accordance with this Agreement.

5. The board of arbitration shall commence the hearing within ninety (90) days after the last member of the board is appointed.

6. The chair and the other members of a board of arbitration established under this Agreement have, respectively, all the powers of a chair and the members of a board of arbitration under the *Ontario Labour Relations Act, 1995, s.48 (12)*.

7. Where, during the bargaining under this Act or during the proceedings before the board of arbitration, the parties have agreed upon some matters to be included in the Agreement and have notified the board in writing of the matters agreed upon, the decision of the board shall be confined to the matters not agreed upon by the parties and to such other matters that appear to the board necessary to be decided to conclude an Agreement between the parties.

8. If either of the parties fail to execute the document prepared by the board within a period of five days from the day of its submission by the board to them, the document shall come into effect as though it had been executed by the parties and the document thereupon constitutes an Agreement under the *Ontario Labour Relations Act, 1995, s.48 (18)*.

9. The board of arbitration shall remain seized of and may deal with all matters in

dispute between the parties until an Agreement is in effect between the parties.

10. The remuneration and expenses of the members of a board of arbitration shall be paid as follows:

    (a) Each party shall pay the remuneration and expenses of the member appointed by or on behalf of that party.

    (b) Each party shall pay one-half of the chair's remuneration and expenses.

SCHEDULE C – GROUP INSURANCE COVERAGE SUMMARY

Termination of Coverage: The day you reach age 65 or retirement, whichever is earliest.

Participant's Basic Life Insurance

Amount of Insurance	2 times annual earnings
Maximum Amount	
Non-evidence maximum	$150,000
Maximum with evidence	$150,000
Rounded	To higher $1,000

Participant's Optional Life Insurance

Amount of Insurance	Units of $10,000 1 to 45 units of $10,000
Minimum Amount	$10,000
Maximum Amount	
Non-evidence maximum	Evidence of insurability always required
Maximum with evidence	$450,000

Spouse's Basic Life Insurance

Amount of Insurance	$10,000

Dependent Children's Basic Life Insurance (Age 24 hours and older)

Amount of Insurance	$5,000

Spouse's Optional Life Insurance

Amount of Insurance	Units of $10,000 1 to 45 units of $10,000
Minimum Amount	$10,000
Maximum Amount	
Non-evidence maximum	Evidence of insurability always required
Maximum with evidence	$450,000

Participant's Basic Accidental Death and Dismemberment Insurance

Principal Sum	Equal to the Amount of Insurance you hold under the Participant's Basic Life Insurance

Short Term Disability (Weekly Indemnity) Insurance

Amount of Insurance	75% of weekly earnings
Maximum Amount	The greater of $1,000 or 55% of the maximum payable under the Employment Insurance Act
Reference week	Calendar days
Elimination period	
In the event of accident	0 days
In the event of hospitalization	0 days
In the event of illness	7 days
Duration of Benefits	17 weeks
Frequency of Benefit Payments	Weekly
Benefit	Taxable
Termination of Benefits	The day you reach age 65 or retirement, whichever is earliest

Long Term Disability Insurance

Amount of Insurance	75% of monthly earnings
Maximum Amount	
Non-evidence maximum	$5,000
Maximum with evidence	$5,000
Elimination period	
In the event of accident	119 days
In the event of hospitalization	119 days
In the event of illness	126 days
End of “own occupation” period for definition of disability	After the Long Term Disability elimination period and the following 24 months
Frequency of Benefit Payments	Monthly
Benefit	Taxable
Termination of Benefits	The day you reach age 65 or retirement, whichever is earliest

Health Insurance
Deductible per prescription: $2.00

Coverage	Eligible Expenses / Type of Room	Combined Maximum	Maximum Amount Covered	% Reimbursed
Hospital Room	Semi-private			100%
Drugs				
Drugs*				100%
Intra-uterine Contraceptive Devices*			$50/calendar year	100%
Health Care Professionals				
Acupuncturist			$500/calendar year	100%
Athletic Therapist			$500/calendar year	100%
Chiropodist Chiropodist – X-Ray		$500/calendar year		100%
Podiatrist Podiatrist – X-Ray				
Chiropractor			$600/calendar year	100%
Chiropractor – X-Ray				100%
Dietician			$500/calendar year	100%
Massage therapist		$500/calendar year		100%
Kinesitherapist				
Orthotherapist				
Naturopath			$500/calendar year	100%
Osteopath Osteopath – X-Ray		$500/calendar year		100%
Physiotherapist			$600/calendar year	100%
Psychoanalyst		$500/calendar year		100%
Psychiatrist				
Psychologist				
Social Worker				
Speech Therapist			$500/calendar year	100%

Vision Care		$300/24 consecutive months for insureds age 21 and over $300/12 consecutive months for dependent children under age 21 and eligible overage dependent children		100%
Eyeglasses				
Contact Lenses				
Laser vision correction				
Other Medical Expenses				
Ambulance				100%
Blood glucose monitor			1/lifetime	100%
Breathing apparatus			$2,000/calendar year	100%
Continuous Positive Airway Pressure Machine (CPAP)				
Sleep Apnea Mask (CPAP)			$400/calendar year	
Colostomy and Ileostomy supplies				100%
Convalescent Home*	Semi-private		$40/day to a max of 180 days/calendar year	100%
Cosmetic surgery following an accident*			$5,000/accident	100%
Dental treatment following accidental injury to natural teeth	Within 12 months of the accident			100%
External prosthesis and artificial limb	1 / limb or eye / lifetime		$5,000 / limb or eye / lifetime	100%
External breast prosthesis		$200/24 consecutive months		100%
Surgical brassiere				
Eye Examinations			$75/24 consecutive months	100%
Foot orthoses			$200/calendar year	100%
Hearing aids			$500/36 consecutive months	100%
Hospital bed*				100%
Mobility aids				100%

Wheelchair*			$5,000/lifetime	
Nursing care*			$5,000/calendar year	100%
Orthopaedic apparatus				100%
Orthopaedic shoes			$400/calendar year	100%
Out-of-province medical referral			$10,000/calendar year	100%
Respirator				100%
Support hose			4 pairs/calendar year	100%
Therapeutic devices*			$10,000/lifetime	100%
Transcutaneous electrical nerve stimulator (TENS)			$700/lifetime	100%
Wig following chemotherapy			$200/lifetime	100%
Travel Assistance Insurance			$5,000,000/lifetime	100%
Termination of Benefit	The day you reach age 65 or retirement, whichever is earliest.			

***Physician's referral required**

Please note that:

Generic prescription drug plan: The plan will reimburse the cost of the lowest-price generic equivalent drug, unless the prescription states that there can be no generic substitution.

Dental Care Insurance
Rates based on dental procedure fee guide: Province of residence
Fee guide year: Year during which expenses are incurred
The first calendar year is established as follows: 2011

Coverage	Maximum Amount Covered	% Reimbursed
Basic Dental Care	$2,000 / insured / calendar year	100%
Diagnostic Services		
Preventive Dental Care		
Routine Dental Care		
Minor Restorative Services		
Endodontics		
Periodontics		
Rebase, Reline, Adjustment and Repair of Removable Dentures		
Repair of Fixed Bridges and Crowns		
Oral Surgery		
Additional Services		
Dental Restorative Services		50%
Major Restorative Services and Fixed Prosthodontics		
Removable Dentures		
Fixed Bridges		
Orthodontics	$5,000 / insured / lifetime	50%
Frequency of recall examinations	5 months	
Termination of Benefit	The day you reach age 65 or retirement, whichever is earliest.	

Please note that:
Polishing of coronal portion of teeth: one unit per 5 months period.
Scaling: 8 units per calendar year.
Topical application of fluoride: once per 5 months period.
Pit and Fissure sealants: limited to children under age 19.

Second Opinion Benefit

Termination of Benefit	The day you reach age 65 or retirement whichever is earliest.

LETTER OF UNDERSTANDING (RE: Scheduling and Availability)

(without prejudice)

B E T W E E N:

KENORA DISTRICT SERVICES BOARD

Hereinafter named the 'Employer'

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911

Hereinafter named the 'Union'

WHEREAS the Employer and the Union (the "Parties") desire to develop a system for efficiently scheduling Part-Time Employees and Casual Employees in accordance with their preferred availability;

NOW THEREFORE the Parties agrees as follows:

1. Casual Employees are to utilize the "Available" and "Not Available" work codes in the electronic staffing portal ("TeleStaff")

Prior to the schedule being posted

2. Prior to the schedule being posted in accordance with Article 14.02(h), the Employer will follow the process of filling shifts outlined in Article 14.01(3)(v)(a-d). When filling shifts in accordance with Article 14.01(3)(v)(a-d), the Parties agree on the following process:

   (a) Under Article 14.01(3)(v)(a), Part Time Employees whose home base is where the shift is needed will be contacted in order of seniority and offered the shift. Part Time Employees who have indicated "Not Available" in TeleStaff will not be contacted.

   (b) Under Article 14.01(3)(v)(b), Casual Employees whose home base is where the shift is needed and who have marked themselves as available in TeleStaff to work the shift will be placed on the schedule in order of seniority. If there is still a need, Casual employees whose home base is where the shift is needed and who have not indicated any availability in TeleStaff will be contacted in order of seniority and offered the shift. Casual Employees who have indicated "Not Available" in TeleStaff will not be contacted.

   (c) Under Article 14.01(3)(v)(c), Part Time Employees whose home base is not the base where the shift is needed but have indicated in TeleStaff they are willing to work at the base where the shift is needed will be contacted in order of seniority

and offered the shift. Part Time Employees who have indicated “Not Available” in TeleStaff will not be contacted.

(d) Under Article 14.01(3)(v)(d), Casual Employees whose home base is not the base where the shift is needed but have indicated in TeleStaff they are willing to work at the base where the shift is needed and indicated in TeleStaff they are available to work on that shift will be contacted by the Employer in order of seniority and offered the shift. If there is still a need, Casual Employees whose home base is not the base where the shift is needed but have indicated in TeleStaff they are wiling to work at the base where the shift is needed (but have not indicated any availability of the shift) will be contacted by the Employer in order of seniority and offered the shift. Casual Employees who have indicated “Not Available” in TeleStaff will not be contacted.

<u>After the schedule has been posted</u>

3. When filling a shift after the schedule has been posted, the following process will be followed:

(a) Under Article 14.01(3)(v)(a), Part Time Employees whose home base is where the shift is needed will be contacted in order of seniority and offered the shift. Part Time Employees who have indicated “Not Available” in TeleStaff will not be contacted.

(b) Under Article 14.01(3)(v)(b), Casual Employees whose home base is where the shift is needed and who have marked themselves as available in TeleStaff to work the shift will be contacted in order of seniority and offered the shift. A Casual Employee who has marked themselves as available to work the shift in TeleStaff and decline two (2) shifts in a four (4) week rolling period will be placed at the bottom of the seniority list for the purpose of scheduling under paragraph 3(b) of this Letter of Understanding for a four (4) week period.

(c) If there is still a need after following the above steps, Casual Employees whose home base is where the shift is needed and who have not indicated any availability in TeleStaff will be contacted in order of seniority and offered the shift. Casual Employees who have indicated “Not Available” in TeleStaff will not be contacted.

(d) Under Article 14.01(3)(v)(c), Part Time Employees whose home base is not the base where the shift is needed but have indicated in TeleStaff they are willing to work at the base where the shift is needed will be contacted in order of seniority and offered the shift. Part Time Employees who have indicated “Not Available” in TeleStaff will not be contacted.

(e) Under Article 14.01(3)(v)(d), Casual Employees whose home base is not the base where the shift is needed but have indicated in TeleStaff they are willing to work at the base where the shift is needed and indicated in TeleStaff they are available to work on that shift will be contacted by the Employer in order of seniority and offered the shift. If there is still a need, Casual Employees whose home base is not the base where the shift is needed but have indicated in TeleStaff they are willing to work at the base where the shift is needed (and have

not indicated any availability for the shift) will be contacted by the Employer in order of seniority and offered the shift. Casual Employees who have indicated "Not Available" in TeleStaff will not be contacted.

General (applicable to Part-Time and Casual Employees)

4. If the shift is not filled after the Employer follows the steps above, the Employer agrees to first offer overtime as per Article 15.05(a-g) prior to using the mandatory staffing provision in Article 14.01(3)(v)(e).

5. All other terms of the Collective Agreement will apply unless specifically modified by this Letter of Understanding.

Signed this 8th day of Feb, 2023

For the Employer:	For the Union:
Henry Wall (Feb 1, 2023 13:46 CST)	Derek Hamilton (Feb 1, 2023 22:09 CST)
	Crystal Hamilton (Feb 1, 2023 22:19 CST)
	Ted Bowcock (Feb 8, 2023 07:24 CST)
	Dave Francis (Feb 8, 2023 07:40 CST)

LETTER OF UNDERSTANDING (RE: Influenza Vaccination)

(without prejudice)

B E T W E E N:

KENORA DISTRICT SERVICES BOARD

Hereinafter named the 'Employer'

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911

Hereinafter named the 'Union'

The parties agree to the following Letter of Understanding with respect to influenza vaccinations:

The parties agree that influenza vaccinations may be beneficial for patients and Employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Heath or in compliance with applicable provincial legislation, the following rules will apply:

(a) Employers recognize that Employees have the right to refuse any recommended or required vaccination.

(b) If an Employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an Employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other Employees.

Signed this 8th day of Feb, 2023.

For the Employer:

Henry Wall (Feb 1, 2023 13:46 CST)

For the Union:

Derek Hamilton (Feb 1, 2023 22:09 CST)

Crystal Hamilton (Feb 1, 2023 22:19 CST)

Ted Bowcock (Feb 8, 2023 07:24 CST)

Dave Francis (Feb 8, 2023 07:40 CST)

LETTER OF UNDERSTANDING (RE: Prepaid Leave Option)

(without prejudice)

B E T W E E N:

KENORA DISTRICT SERVICES BOARD

Hereinafter named the 'Employer'

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911

Hereinafter named the 'Union'

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

(a) 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.

(b) 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), stating the intended purpose of the leave.

(c) The number of Employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be January 1st of one year to December 31st the following year or such other twelve (12) month period as may be agreed upon by the Employee, the Local Union and the Employer.

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

(e) During the four (4) years of salary deferral, 20% 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.

(f) The manner in which the deferred salary is held shall be at the discretion of the Employer.

(g) 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.

(h) All benefits shall be kept whole 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 the OMERS Pension Plan 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.

(i) 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.

(j) 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.

(k) The Employer will endeavour to find a temporary 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.

(l) The Employee will be reinstated to his or her former position unless the position has been discontinued, in which case the Employee shall be given a comparable job.

(m) 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 Clause 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.

Signed this 8th day of Feb , 2023.

For the Employer:

Henry Wall (Feb 1, 2023 13:46 CST)

For the Union:

Derek Hamilton (Feb 1, 2023 22:09 CST)

Crystal Hamilton (Feb 1, 2023 22:19 CST)

Ted Bowcock (Feb 8, 2023 07:24 CST)

Dave Francis (Feb 8, 2023 07:40 CST)

MEMORANDUM OF SETTLEMENT (RE: Call-ins)

IN THE MATTER OF A POLICY GRIEVANCE NO.: L-01-06-02 DATED JULY 9, 2006 FILED PURSUANT TO THE COLLECTIVE AGREEMENT

B E T W E E N:

KENORA DISTRICT SERVICES BOARD

Hereinafter named the 'Employer'

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911

Hereinafter named the 'Union'

The parties agree to the following final and binding settlement of grievance No.: L-01-06-02:

1. This Memorandum of Settlement shall constitute a Letter of Understanding to the current Collective Agreement between the Kenora District Services Board and the Canadian Union of Public Employees, Local 5911.

2. An Employee called in to work pursuant to Article 15.09 of the Agreement may be assigned subsequent calls, prior to being cleared from duty by CACC, as part of the original call (and eligible for only the single call-in premium) where subsequent calls are a Code 3, 4, or 8.

3. Employees shall not refuse to follow or disregard the direction and/or instructions of the CACC Communications Officer in regard to any request for ambulance service.

4. In the event of a disagreement or a concern regarding the directions and/or instructions provided by CACC, ambulance staff will comply with the said directions and/or instructions and submit an incident report outlining their disagreement to the Ambulance Service Manager or Coordinator for resolution.

5. If a crew is mistakenly called in for a Code 1 or 2, they may be assigned subsequent Code 3 or 4 calls as part of the original call, but will NOT be assigned a subsequent Code 1 or 2.

6. If the current deployment plan should change such that the Employer is contemplating calling Employees in for Code 1 and 2 calls, the parties will discuss the issue of subsequent calls at the time of the deployment plan revision.

7. The parties agree to refer any issues or disputes relating to the terms or implementation of this Memorandum of Settlement to binding arbitration.

Signed this 8th day of Feb, 2023.

For the Employer:

Henry Wall (Feb 1, 2023 13:46 CST)

For the Union:

Derek Hamilton (Feb 1, 2023 22:09 CST)

Crystal Hamilton (Feb 1, 2023 22:19 CST)

Ted Bowcock (Feb 8, 2023 07:24 CST)

Dave Francis (Feb 8, 2023 07:40 CST)

MEMORANDUM OF SETTLEMENT (RE: Code 8's)

IN THE MATTER OF an arbitration arising out of grievance LASL-16-13 filed against Kenora District Services Board pursuant to a Collective Agreement between:

B E T W E E N:

KENORA DISTRICT SERVICES BOARD

(the "Employer")

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911

(the "Union")

WHEREAS the Union filed grievance LASL-16-13 alleging, among other things, a breach of Article 15.09, the Memorandum of Settlement for Grievance L-01-06-02 (the "Call-in MOS");

AND WHEREAS the Union filed related grievance LASL-16-20;

AND WHEREAS the parties appeared before Arbitrator Dana Randall on May 18, 2017;

AND WHEREAS the parties now wish to resolve the matters between them;

NOW THEREFORE the parties agree as follows:

1. The parties agree that the Call-in MOS is still in effect.

2. The parties agree that the Employer may call in to work Employees who are on-call for a Code 3, Code 4, or Code 8, but not call into work Employees who are on-call for a Code 1 or Code 2.

3. An Employee called in to work pursuant to Article 15.09 of the Collective Agreement may be assigned subsequent calls, prior to being cleared form duty by CACC, as part of the original call (and eligible for only the single call in premium) where subsequent calls are a Code 3, Code 4, or Code 8.

4. Code 8 is a Standby Call, which is defined in the Manual of Practice (effective November 1, 2006) as vehicle or ambulance crew utilization to provide emergency coverage or for anticipation of a call, as amended from time to time by the Ministry of Health and Long-term Care.

5. Code 8 can be used for assigning an ambulance resource to provide on-site EMS coverage at police or fire service incidents, relocating an ambulance or emergency response vehicle to provide standby coverage for another land ambulance service operator, and the assignment of an ambulance or emergency response vehicle to a

predetermined location for the purpose of re-establishing emergency coverage. For clarity, a predetermined location can include any location within Kenora District, including any ambulance base, where the Employer determines assigning a vehicle to that location is required to re-establish emergency coverage.

6. Article 15.09(d) states as follows:

   (d) An Employee may return home after having completed the work for which he was called in. This includes having cleaned and restocked the vehicle, completed and submitted the e-ACR, and contacting CACC to be cleared from base.

7. The parties agree that the time at which the e-ACR is submitted is not necessarily the time that coincides with the end of the Employee's call-in shift.

8. The call-in shift ends when the Employee has cleaned and restocked the vehicle, completed and submitted the e-ACR, and contacted CACC to be cleared from base.

9. The parties agree that grievances LASL-16-13 and LASL-16-20 are resolved.

10. This Settlement is without prejudice or precedent to any other matter and will not be relied on in any other matter except for the purposes of enforcing the terms herein.

11. This Settlement cannot be relied on by either party in future grievances/arbitrations as evidence of either party's understanding of the issues covered in this Settlement prior to the date of this Settlement or as evidence supporting a past practice, or lack thereof, with respect to any of the issues covered in this Settlement prior to the date of this Settlement.

12. The parties agree to refer any issues or disputes relating to the terms or implementation of this Memorandum of Settlement to binding arbitration.

Signed this 8th day of Feb, 2023.

For the Employer:	For the Union:
Henry Wall (Feb 1, 2023 13:46 CST)	Derek Hamilton (Feb 1, 2023 22:09 CST)
	Crystal Hamilton (Feb 1, 2023 22:19 CST)
	Ted Bowcock (Feb 8, 2023 07:24 CST)
	Dave Francis (Feb 8, 2023 07:40 CST)

LETTER OF UNDERSTANDING (RE: Daily Rest Rule)

(without prejudice)

B E T W E E N:

KENORA DISTRICT SERVICES BOARD

Hereinafter named the 'Employer'

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911

Hereinafter named the 'Union'

As per 18.1 of the *Ontario Employment Standards Act, 2000* and notwithstanding Article 14.02 of the Agreement and in resolution to Grievance LASL-18-09, the Parties agree that Employees will receive eight (8) consecutive hours free from work each day.

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

Signed this 8th day of Feb, 2023

For the Employer:	For the Union:
Henry Wall (Feb 1, 2023 13:46 CST)	Derek Hamilton (Feb 1, 2023 22:09 CST)
	Crystal Hamilton (Feb 1, 2023 22:19 CST)
	Ted Bowcock (Feb 8, 2023 07:24 CST)
	Dave Francis (Feb 8, 2023 07:40 CST)

LETTER OF UNDERSTANDING (RE: Community Paramedic Position)

(without prejudice)

B E T W E E N:

KENORA DISTRICT SERVICES BOARD

Hereinafter named the 'Employer'

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911

Hereinafter named the 'Union'

WHEREAS the Employer and Union are collectively referred to as the Parties herein;

AND WHEREAS this Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreement between the Parties, or to any similar dispute between the Parties;

AND WHEREAS the Parties have a mutual desire to support the goal and direction of the Community Paramedicine program;

AND WHEREAS the Parties have introduced the position of Community Paramedic;

AND WHEREAS the Parties agree that the Community Paramedic position falls within the bargaining unit;

AND WHEREAS the Parties agree that the terms of the collective agreement apply to the Community Paramedic position unless modified by the provisions of this LOU;

NOW THEREFORE the Parties agree as follows:

1. The Employer will post and fill the Community Paramedic position in accordance with Article 9.09(c)(i) of the Collective Agreement.

2. When posting the position, the Employer will indicate whether the position is being posted on a temporary or permanent basis.

3. If a Regular Part-Time employee assumes the position of Community Paramedic on a temporary basis, he or she will continue to be considered a Regular Part-Time employee pursuant to Article 9.09(e) of the collective agreement.

4. If a Casual employee assumes the position of Community Paramedic on a temporary basis, he or she will continue to be considered a Casual employee pursuant to Article 9.09(e) of the collective agreement.

5. The Community Paramedic position will be paid at the applicable PCP-AEMCA rate based on the employee's service.

6. The regular daily hours of work for Regular Full-Time, Regular Part-Time or Casual employee holding the Community Paramedic position will be ten (10) hours inclusive of a three quarter (3/4) hour paid meal break.

7. The Employer will not schedule the employee to work on any of the holidays listed in Article 16. If one of the holidays listed in Article 16 falls on a Saturday or Sunday, the substitute day recognized by the Employer between Monday to Friday will be the holiday for the Community Paramedic position. The Employer will not schedule the Community Paramedic on a holiday. If the holiday would have otherwise been a workday for the Community Paramedic, the Employer will adjust the Community Paramedic's schedule that week so that he or she works four (4) shifts of ten (10) hours each that week without working on the holiday.

8. If the position is posted as a temporary position, the employee will return to his or her permanent position at the end of the temporary position.

9. If the Employer posts the position on a permanent basis and the Employer no longer receives funding for the Community Paramedic position, the affected employee(s) in permanent position(s) will utilize Article 9 of the collective agreement to address layoffs.

Signed this 8th day of Feb, 2023.

For the Employer:

Henry Wall (Feb 1, 2023 13:46 CST)

For the Union:

Derek Hamilton (Feb 1, 2023 22:09 CST)

Crystal Hamilton (Feb 1, 2023 22:19 CST)

Ted Bowcock (Feb 8, 2023 07:24 CST)

Dave Francis (Feb 8, 2023 07:40 CST)