COLLECTIVE AGREEMENT

Between

RAINY RIVER DISTRICT SOCIAL SERVICES
ADMINISTRATION BOARD

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4807-01

Term of Agreement: January 1, 2021 – December 31, 2024

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COLLECTIVE AGREEMENT

Between:

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

(hereinafter called the "Employer")

Of The First Part

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4807-01

(hereinafter called the "Union")

Of The Second Part

ARTICLE 1 – PREAMBLE/RECOGNITION

1.01 Preamble

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Rainy River District Social Services Administration Board (RRDSSAB) and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

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

1.02 Feminine / Masculine Pronouns and Plurals

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

1.03 Recognition Clause

The Employer recognizes the Union as the sole exclusive bargaining agent for all paramedics and the paramedic clerk employed by the RRDSSAB save and except supervisors and persons above the rank of supervisor.

ARTICLE 2 – DEFINITIONS

2.01 Regular Full-time Employee

A "regular full-time employee" is an employee who works forty (40) hours per week on a regular basis, or a clerical employee who works thirty-seven and a half (37.5) hours per week, and whose length of appointment is indefinite and who has completed their probationary period.

A regular full-time employee who works on an extended tour basis (compressed work week) is an employee who may work less or more than forty (40) hours per week on a regular basis but shall work the average of forty (40) hours per week over a scheduling period and whose length of appointment is indefinite and who has completed their probationary period.

2.02 Regular Part-time Employee

A "regular part-time employee" is an employee who works less than forty (40) hours per week on a regular basis and whose length of appointment is indefinite and who has completed their probationary period.

It is understood that part-time employees may also accumulate shifts outside their part-time position, up to full-time hours based on an eight (8) week rotation.

2.03 Casual Employee

A "casual employee" is an employee whose employment is irregular and may vary in length from day to day and week to week. Hours of work for casual employees shall be scheduled over an eight (8) week rotation. There is no guarantee of hours of work for casual employees.

2.04 Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability, or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such person will not exceed the absentee's leave. The release or discharge of such person shall not be the subject of a grievance or arbitration. The scheduling of work for temporary employees shall be at the discretion of the Employer, notwithstanding Article 20 (Hours of Work and Scheduling).

This Clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed their probationary period will be credited with the appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

2.05 Supervisor

"Supervisor or Immediate Supervisor", when used in this agreement, shall mean the first supervisory level excluded from the bargaining unit as defined in Clause 1.03.

2.06 Employee

"Employee" shall include only such persons coming within the scope of the bargaining unit described in Clause 1.03.

2.07 Steward

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

2.08 Chief Administrative Officer

"Chief Administrative Officer" shall mean the Chief Administrative Officer of the RRDSSAB.

ARTICLE 3 – RELATIONSHIP

3.01 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, disability, sexual orientation, gender identity, gender expression, political affiliation or activity, or place of residence. 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 the Union or because of their activity or lack of activity in the Union.

The Union shall be provided a copy of any written notice provided to an employee that they may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism.

3.02 Management Rights

The Union recognizes that the management of the RRDSSAB and the direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer, and without restricting the generality of the foregoing, the union acknowledges that it is exclusive function of the Employer to:

(a) Maintain order, discipline and efficiency.

(b) Hire, assign, retire, discharge, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim by a non-probationary employee of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.

(c) Determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing work and the working establishment for the service.

(d) Manage the operation of the Employer. To determine the number of personnel required, methods, procedures and equipment required in the operation of the Employer.

(e) Make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not consistent with the provisions of this collective agreement.

(f) The employer agrees that these functions will be expressed in a manner consistent with the provisions of this agreement and a claim that the employer has exercised any of these rights in a manner inconsistent with any of the provisions of this agreement may be subject of a grievance.

(g) No elimination. The employer agrees that there shall be no elimination of classification without prior consultation.

(h) Any employee who is asked to sit on committees outside the RRDSSAB representing the Rainy River District Paramedic Services or RRDSSAB shall have the approval of the CAO.

ARTICLE 4 – STRIKES AND LOCKOUTS

4.01 Strikes and Lockouts

(a) 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, as amended from time to time.

(b) The provisions of this Article shall be applied subject to the provisions of the Ambulance Services Collective Bargaining Act, 2001. See "Essential Ambulance Services Agreement between RRDSSAB and CUPE Local 4807" as attached (appendix).

ARTICLE 5 – UNION SECURITY

5.01 T4 Slips

The Employer will provide each employee with a T4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Employer's payroll system.

5.02 Notification to the Union

The Employer shall provide the Union with documentation as it occurs of all hirings, lay-offs, recalls and terminations within the bargaining unit.

5.03 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the RRDSSAB 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 such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

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 individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

5.05 Dues Deductions

It shall be a condition of employment for all employees, that amounts equivalent to regular monthly union dues will be deducted from their wages and remitted to the Union; such deductions will commence in the month following employment.

Deductions shall be made in each pay period and forwarded to the Secretary-Treasurer of the Union not later than the 15th, in the month following, accompanied by a list of names, status, department and site of all employees from whom deductions have been made.

5.06 Employer Held Harmless

The Union agrees to defend and hold the Employer completely harmless against all claims, demands, costs and expenses, should any person at any time contest or claim the Employer has acted wrongfully or illegally in making such dues deductions.

5.07 Refunds

The Union further undertakes and agrees to refund the Employer any monies paid to the Union pursuant to this Article in error.

5.08 Copies of the Collective Agreement

All new employees shall be provided with a copy of the Collective Agreement upon entering the employment of the RRDSSAB.

The Employer and Union shall equally share the cost of printing a sufficient number of collective agreements for employees within the bargaining unit.

5.09 Member Mailing List

The Employer shall provide a mailing list including names and current addresses for all members of the local union of the Canadian Union of Public Employees (CUPE). Union members who do not want the Union to have this information shall notify the Employer of such in writing.

5.10 Change of Address

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

5.11 Union Education

If the local union indicates to the Employer that its members have approved a special assessment for union education in accordance with the CUPE constitution and local union by laws, the Employer agrees to deduct this assessment.

Such assessment will be paid on a quarterly basis into a trust fund established and administrated by CUPE for this purpose.

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity On Premises and/or Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and 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 approval of the Employer, except as specifically provided for in the Agreement. Such approval will not be unreasonably denied.

6.02 List of Union Executive

The Union agrees to supply the Employer, in writing, with the names of executives of the union, the stewards, the current authorized members of the committee(s) as specified in Article 6, and of any changes thereto when they occur. Only such persons shall be recognized by the Employer.

6.03 Union Representation

All reference to return to work representative, officers, stewards, committee members of the union in this agreement shall be deemed to mean return to work representative, officers, stewards and committee members of the duly chartered Local constituted for this bargaining unit, all of whom are employees of the RRDSSAB with the exception of the President.

6.04 Right to Representation

The Employer shall have the right to a representative of its choosing and the Union shall have the right at any time to have the assistance of a representative of CUPE in negotiations, grievance meetings or other matters of mutual concern to the parties. The representative of CUPE will make prior verbal arrangements with the CAO/Chief or designate to attend at meetings on the Employer premises.

6.05 Employees on Committees

Any employee who is asked to sit on a RRDSSAB committee to represent union members shall be approved first by the local union.

6.06 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer of the RRDSSAB or designate and the Vice-President or designate of the Union. The Union shall receive copies from the Employer of all grievance procedure correspondence to union members.

6.07 Labour Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply:

(a) Up to four (4) representatives from each party shall meet once every three (3) months at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendments or renewal of this Agreement.

Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

(b) It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management committee.

It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The Committee shall have access to work schedules and job postings upon request.

(c) A copy of the minutes of the Labour-Management Committee shall go to each base.

6.08 **Bargaining Committee**

The Employer agrees to recognize a negotiating committee comprised of a number of RRDSSAB employee representatives equivalent to the Employer's bargaining committee, where one of them will be President/Vice-President of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay five (5) 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 but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of CUPE when negotiating with the Employer.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavour to provide a one 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 Clause 17.02.

6.09 **Union Stewards**

(a) The Employer agrees to recognize four (4) Union stewards 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 Collective Agreement.

(b) The Vice-President or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

(c) The Union shall keep the Employer notified in writing of the names of the Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

(d) It is agreed that the 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. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

(e) Nothing in this Article shall preclude full-time stewards from representing part-time and casual employees and vice-versa.

6.10 Grievance Committee

The Employer will recognize a Grievance Committee composed of the Chief Steward/Vice-President, and not more than four (4) employees selected by the Union who have completed their probationary period.

A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration.

6.11 Bulletin Boards

The Employer will provide a large bulletin board at each facility which will be available for posting of notices affecting employees.

The employer may request to be furnished with copies of notices prior to their posting, and may require the union and any employees to refrain from posting any notices which it considers objectionable.

ARTICLE 7 – GRIEVANCE 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 Union Representation During Discipline and Grievance Procedure

At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge the Employer shall notify the employee of this right in advance.

7.03 Grievance Procedure

It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible. Accordingly, the parties agree to abide by the following procedure, including the initial informal stage, to resolve all grievances:

Informal Stage:

It is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint.

The grievor may have the assistance of a Union Steward if they so desire. Such complaint shall be discussed with their immediate supervisor within ten (10) calendar days after the circumstances given rise to it have occurred or ought reasonably to have come to the attention of the employee and, failing settlement within ten (10) calendar days, it shall be taken up as a grievance within ten (10) calendar days following the receipt of their immediate supervisors or designates decision in the following manner and sequence.

Step #1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to the Chief of Paramedic Services or designate. The written grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the agreement, which are alleged to be violated. The Union and the employer may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Chief of Paramedic Services or designate will deliver their decision in writing within ten (10) calendar days following the day on which the grievance was presented to them. Failing settlement or response, then

Step #2

Within ten (10) calendar days following the date of the decision at Step one (1), the grievance may be submitted, in writing, to the CAO or designate. A meeting will then be held between the CAO or designate, the grievor and the Steward and/or Vice President at the Employer's Administration Office or by teleconference within ten (10) calendar days of the submission of the grievance at Step #2, unless extended by agreement of the parties. It is understood and agreed that a representative of CUPE may be present at the meeting. It is further understood that the CAO or designate may have such counsel and assistance as may be desired at such meeting. The decision of the CAO or designate shall be delivered in writing within ten (10) calendar days following the date of such meeting.

7.04 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within ten (10) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby 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 Health Services Manager or designate within ten (10) 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 and Discharge Grievance

The release or discharge of an employee during the probationary period shall not be subject of a grievance or arbitration. A claim by an employee who has completed their probationary period 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. 2 within ten (10) calendar days after the date the discharge or suspension is in effect. Such special grievance may be settled under the Grievance and Arbitration Procedure by:

(a) confirming the Employer's action in dismissing the employee; or

(b) reinstating the employee with or without full compensation for the time lost; or

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

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 their probationary period, without just cause.

7.07 Employer Complaints

It is understood that the Employer may bring forward at any meeting held with the committee any complaint with respect to the conduct of the Union, its officers or committee members or a member, which may affect the corporation, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing and the written grievance sent to the Vice -President of the local or to their designate representative of the said local.

If such complaint is not settled to the satisfaction of the Employer, the Vice-President or designate shall, within ten (10) days after the mailing or delivery of the written grievance by the Employer, give a reply in writing to the Employer.

If the written reply has not settled the grievance to the satisfaction of the Employer, or if no written reply is received by the Employer within ten (10) days after the mailing or delivery of the written grievance to the Vice-President of the local union or their designated representative, the Employer may within ten (10) days after the receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 8 of this agreement.

Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer grievance; otherwise the grievance shall be deemed to have been abandoned.

7.08 Binding Agreements

All agreements reached under the Grievance Procedure between the representatives of the RRDSSAB and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

ARTICLE 8 – ARBITRATION PROCEDURE

8.01 Submission to Arbitration

Failing settlement under the Article 7 (Grievance 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 twenty (20) calendar days after the decision under Step No. 3, is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within eighteen (18) calendar days after the decision under Step No. 3 it will be deemed to have been received within the time limits.

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

8.02 Arbitration Selection

When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time suggest three (3) potential arbitrators for consideration. The other party shall confirm the appointment of one (1) of the suggested arbitrators or propose three (3) alternative arbitrators for consideration by the referring party. This process shall continue until a mutually acceptable arbitrator is appointed. If the parties are unable to agree upon such an

arbitrator within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

8.03 Use of an Arbitration Board

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute an Arbitration Board for the single arbitrator at the time of reference to arbitration and the other provisions referring to Arbitration shall appropriately apply. The parties shall then, within seven (7) calendar days advise each other of the name of their respective nominees and if either party fails to name a nominee the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto. The two nominees shall then attempt to select by agreement a chairperson of the Arbitration Board. If the nominees are unable to agree upon a 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.

8.04 Restrictions on Appointment of Arbitrator

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.05 Grievance Procedure Prerequisite for Arbitration

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

8.06 Decisions to be Consistent with the Provisions of the Collective Agreement

The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

8.07 Arbitration Decision Binding

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

8.08 Clarification of Decision

Should the parties disagree on the meaning of the Board's decision, either party may apply to the Arbitrator or Board of Arbitration to reconvene the board to clarify the decision.

8.09 Expenses of Arbitration

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

8.10 Time Limits

The time limits set out in the Grievance and Arbitration Procedure herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned notwithstanding the provisions of Section 48 (16) of the Labour Relations Act.

8.11 Place of Hearing

Arbitrations shall be heard at Fort Frances, Ontario, or at such other place as may be agreed upon by the parties.

ARTICLE 9 – ACCESS TO FILES

9.01 Access to Files

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein and for the purpose of insuring accuracy and completeness, in the presence of their Supervisor or designate at the Employer's Administrative Office during regular business hours. An employee has the right to request in writing copies of any evaluations in this file.

Access is gained through advance written notice of three (3) calendar days to the Manager or immediately upon receiving any formal discipline.

An employee having had access to their 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.

9.02 Clearing of Record

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

Whenever the Employer delivers a written reprimand to an employee, the Employer will send a copy of the written reprimand to the Vice-President of the Union within five (5) days.

A written reprimand shall include particulars of the work performance alleged to be unsatisfactory. If the employee replies to the reprimand in writing, the reply shall become part of their record.

ARTICLE 10 – SENIORITY

10.01 Probationary Period

A new employee will be considered on probation until they have completed seven hundred and twenty (720) hours worked within any twelve (12) calendar months. Upon completion of the probationary period the employee shall be credited with seniority equal to seven hundred and twenty (720) hours worked. With the written consent of the Employer, the probationary employee and the Vice-President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

10.02 Definition of Seniority

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.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each two thousand and eighty (2080) hours worked (one thousand nine hundred and fifty (1950) hours worked for the paramedic clerk) in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

It is understood that the Casual/Part-time employees will accrue seniority of forty (40) hours for a week of booked vacation, and the Paramedic Clerk will accrue thirty-seven and a half (37.5) hours of seniority while off on a week of booked vacation.

A part-time/casual employee cannot accrue more than one year's seniority in a twelve (12) month period (January 1st to December 31st). It is understood and agreed that an employee's hire date for the purpose of seniority will not preclude their first day worked including orientation.

10.03 Seniority Lists

A seniority list shall be established for all employees covered by this agreement who have completed their probationary period. The Employer agrees to post the seniority list twice per year, January 15th and July 15th in each base. A copy of the seniority list will be filed with the Union.

The seniority list will be posted to the first pay immediately following January 1st and June 30th respectively.

Any objection by an employee or the Union to the accuracy of the seniority lists must be made in writing to the Human Resources Officer or designate within thirty (30) calendar days of the date the lists were posted. If no objections are received within thirty (30) days period, the lists will be deemed to be accurate.

10.04 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if the employee:

(a) resigns;

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

(c) is retired;

(d) 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;

(e) has been laid off for forty-eight (48) months; except in accordance with Clause 11.02 (m);

(f) has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

(g) A casual employee will be deemed to have lost all seniority and service and shall be deemed to have terminated if they have failed to work any shift(s) for a period of three (3) months from the last day worked provided work has been offered.

(h) Employees on pregnancy and/or parental leave as per the ESA leave or employees absent due to illness or disability for a period of less than twenty-four (24) months from the time the maternity, illness or disability commenced will not be deemed to have terminated their employment.

10.05 Effect of Absence

Unless otherwise provided in the Collective Agreement:

(a) 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 unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purpose of salary increment, vacation, sick leave, or any other benefits under the provisions of the Collective 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 except as provided in (iii) below. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of

absence, except that the Employer will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits.

Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits.

(iii) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision service and seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).

(b) Part-time/Casual Employees

Part-time/casual employees shall accrue service and seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).

For the purposes of calculation of service and seniority, part-time and casual employee hours would be based on the average of the previous 26 pay periods of hours worked calculated to the last complete pay period.

10.06 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 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 Employer shall not be required to post vacancies where the expected duration of the vacancy is three (3) months or less and may be filled at the Employer's discretion.

(b) The posting shall stipulate the qualifications, classifications, base and rate of pay and a copy shall be provided to the Vice-President.

(c) The Employer may at its discretion, fill vacancies temporarily during the period of the posting.

(d) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

(e) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirement of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change their permanent status or lateral transfers in permanent positions. If an employee declines two vacancies in an eighteen (18) month period, they need not be considered for any other vacancies within a twelve (12) month period.

When the Employer posts vacation coverage rotations for the summer months, the foregoing six (6) month bar for consideration will not apply to those individuals filling vacation coverage rotations.

(f) The Employer agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Employer provides the Union notice under Article 11 – Layoff and Recall of its intention to eliminate the position.

(g) Employees in temporary vacancies who post into a permanent position will be required to move into the permanent position by the date specified in the job posting, and the temporary vacancy will be reposted in accordance with this article.

(h) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) days and a copy provided to the Union.

(i) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article the position may be filled externally.

(j) Where members are applying for a posting no member shall accumulate more than full-time hours (2080 hours) during the calendar year.

(k) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.

(l) The successful applicant shall be allowed a trial period of up to fifteen (15) 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 on a temporary basis until the trial period is completed. However, an employee shall only be allowed one (1) trial periods per base during their career with the Employer. This clause shall not be applicable to movement within the same base.

10.07 <u>Transfer and Seniority Outside the Bargaining Unit</u>

(a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.

(b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, 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 the employee will be credited with the seniority held at the time of the transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returning to the bargaining unit within twenty-four (24) months shall forfeit bargaining unit seniority.

(c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within the period of twelve (12) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

10.08 Transfer of Seniority and Service

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

(i) an employee whose status is changed from full-time to part-time/casual shall receive full credit for their seniority and service;

(ii) an employee whose status is changed from part-time/casual to full-time shall receive credit for their seniority and service on the basis of one (1) year for each two thousand and eighty (2080) hours worked one thousand nine hundred and fifty (1950) hours worked for the paramedic clerk.

ARTICLE 11 – LAYOFF AND RECALL

11.01 Notice of Layoff

(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.

(b) In the event of a proposed layoff at the RRDSSAB 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 five (5) months' written notice of the proposed layoff or elimination of position; and

(ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) 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 on subsequent layoff.

(c) The parties agree that the issue of layoffs are properly matters for discussion by the Labour Management Committee in accordance with the following mandate:

(i) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s);

(ii) Identify vacant positions with the RRDSSAB or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:

(1) within the bargaining unit; or
(2) not covered by a collective agreement.

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

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

(iv) The Committee may consider the awarding of vacant positions to employees who are, or would be otherwise laid off, in order of seniority if, with the benefit of up to six (6) months retraining for positions in the bargaining unit or up to twenty (20) business days for positions outside of the bargaining unit, and the employee has become able to meet the normal requirements of the job. An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

Apart from any on the job training offered, the Employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the forgoing shall be granted an unpaid leave of absence which shall not exceed the notice period in paragraph (b).

Eligible laid off employees who are approved for the retraining in order to qualify for a vacant position within the RRDSAB will continue to receive insured benefits during the retraining period.

(v) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 2.

(d) The Employer shall provide to the Committee all pertinent staffing and financial information related to the proposed layoffs related to Ambulance Operations.

(e) The Committee, or where there is no consensus, the Committee members may propose alternatives to cutbacks in staffing to the RRDSSAB of Directors.

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

(ii) Each party shall appoint a co-chair for the (Redeployment Committee) Labour Management Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

11.02 Layoff and Recall

An employee in the receipt of notice of layoff pursuant to Clause 11.01 may:

(a) accept the layoff; or

(b) opt to receive a separation allowance as outlined in Clause 11.06; or

(c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) and/or the Ontario Municipal Employees Retirement System (OMERS) as outlined in Clause 11.03; or

(d) displace another employee 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 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 Clause 11.01.

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

For purposes of the operation of Clause (d), 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 1% of the laid off employee's straight time hourly wage rate.

(e) 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 Clause 20.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

(f) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

(g) In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the five (5) month notice period provided for in Clause 11.01.

(h) 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.

(i) The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have the opportunity of recall from layoff to an available opening, in order of seniority, provided they have the ability to perform the work.

(j) An employee recalled to work in a different location from which the employee 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.

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

(l) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer.

(m) Laid off employees who are on the recall list shall be called first before the standard call in procedure is utilized by seniority, for a period of forty-eight (48) months as per Clause 10.04 (e). Once the forty-eight (48) months has been exhausted, and the employee has not been recalled, that employee shall be placed in the casual list with their accrued seniority.

11.03 Retirement Allowance

Prior to issuing notice of layoff pursuant to Clause 11.01 in any classification(s), the Employer will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP and/or OMERS within the classification(s) in order of seniority, to the extent that the maximum number of employees within the classification(s) who would otherwise receive notice of layoff under Clause 11.01.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, plus a prorated amount for any additional partial years of service, to a maximum ceiling of fifty-two (52) weeks salary.

11.04 Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Employer will offer a voluntary early exit option in the classification where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority.

The number of voluntary early exit options the Employer approves will not exceed the number of employees who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Employer's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks salary for each year of service, to a maximum of fifty-two (52) weeks pay.

11.05 Benefits on Layoff

In the event of a lay-off of a full-time employee the Employer shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

11.06 Separation Allowances

Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Clause 11.01 that their position will be eliminated, the employee shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of sixteen (16) weeks pay and, on production of receipts from approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand ($3,000) dollars.

Where an employee resigns later than thirty (30) days after receiving notice pursuant to Clause 11.01 that their position will be eliminated, the employee shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty ($1,250) dollars.

ARTICLE 12 – PORTABILITY OF SERVICE

12.01 Portability of Service

An employee hired by the Employer with a recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Employer. Any such claim shall be accompanied by verification of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Employer such experience is determined to be relevant, the employee shall be slotted in the step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period.

It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

ARTICLE 13 – TECHNOLOGICAL CHANGE

13.01 Notification of Technological Change

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

The notice (8 weeks) 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.

13.02 Effects of Technological Change

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

13.03 Training for New Technology

Where new or greater skills are required as a result of technological change as defined in paragraph (a) above than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation.

Training shall be given in accordance with Clause 20.04 "In-service training". If tuition and travel are required, the employer shall assume all costs.

ARTICLE 14 – NOTICE OF TERMINATION

14.01 Notice of Termination by the Employee

Every employee will give at least two (2) weeks and where possible four (4) weeks notice of termination of employment.

14.02 Notice of Termination by the Employer

The Employer shall give notice of termination of employment in accordance with the *Employment Standards Act*.

ARTICLE 15 – CERTIFICATION

15.01 Loss of Status

An employee who is deactivated and/or decertified and who does not retain Northwest Region Prehospital Care Program (NWRPCP) annual certification will be assigned to non-patient care duties for a maximum of a one (1) week period or be placed on a paid leave of absence for a maximum of a one week (1) period during which time such employee is expected to obtain reactivation and/or re-certification.

An employee who is placed on a clinical deactivation or decertification will be assigned to non-patient care duties and placed on a paid leave of absence, for a period of up to one (1) week, during which time such employee is expected to obtain reactivation and/or certification.

If the employee has not obtained reactivation and/or re-certification within this one (1) week period, the employee will be suspended without pay for a maximum period of three (3) months during which time the employee must obtain reactivation and/or re-certification. If the employee has not obtained this reactivation and/or re-certification, the employee will be terminated. If the employee is successful in obtaining reactivation and/or re-certification during the three (3) month period, the employee will return to active duty as a PCP.

The parties may agree, in writing, to extend the unpaid suspension period if they agree that the circumstances warrant such an extension. No extension request shall be unreasonably denied.

An employee who is placed on a Base Hospital administrative deactivation will not be permitted to return to work until they obtain reactivation and/or re-certification and shall have no rights under this Article. The employee will be suspended without pay from the date of deactivation for a maximum period of three (3) months during which time the employee must obtain reactivation and/or re-certification. All costs associated with obtaining reactivation and/or re-certification will be the responsibility of the employee. If the employee has not obtained this reactivation and/or re-certification the employee will be terminated. If the employee is successful in obtaining reactivation and/or re-certification during the three (3) month period, the employee will return to active duty as a PCP.

If an employee has been placed on a Base Hospital administrative deactivation for failure to complete CME requirements, the Employer may invoke progressive discipline.

ARTICLE 16 – CONTRACTING OUT AND WORK OF THE BARGAINING UNIT

16.01 No Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

16.02 Work Performed by Members

Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out of the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees to employ the employees thus displaced from the Employer, and in doing so to stand, with respect to that work, in the place of the RRDSSAB for the purpose of the Employer's Collective Agreement with the Union, and execute an agreement with the union to that effect.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

16.03 Work of the Bargaining Unit

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

ARTICLE 17 – LEAVES OF ABSENCE

17.01 Personal Leave of Absence Without Pay

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 employee's immediate supervisor 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. Employees needing personal leave days for appointments with a medical practitioner may utilize the personal leave language. Such leave shall not be unreasonably withheld.

17.02 Leave for Union Business

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 collective agreement provided that such leave will not interfere with the efficient operation of the RRDSSAB. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer, unless not reasonably possible.

During such leaves of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their 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.

In addition to the above, a part-time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part-time or casual employee will be credited for seniority for the number of hours of such leave to a maximum of forty (40) hours per week. The Union will advise the Employer of the number of such hours.

Any bills sent to the Union outside ninety (90) days shall be rejected and paid by the Employer.

17.03 Full-time Position with the Union – Full-time/Part-time Employees

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 specified period by agreement of the parties.

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

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

Notwithstanding Clause 10.06, the Employer may fill the vacancy resulting from such leave on a temporary basis.

17.04 Bereavement Leave

(a) Any employee who notifies the Employer as soon as possible following bereavement will be granted bereavement leave for five (5) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of a spouse, child/step-child, or parent/step parents, sister/step-sister, brother/step-brother, mother-in-law, father-in-law, son-in-law, daughter-in-law. Such leave may commence no earlier than the date of the death. For casual employees, this bereavement leave must be completed within a twelve (12) consecutive calendar day period following the date of death with the exception of the entitlement under paragraph (e) below.

(b) Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the grandparent/step-grandparent, grandchild/step-grandchild, brother-in-law, sister-in-law or grandparent/step-grandparent of spouse, aunt/step-aunt, uncle/step-uncle, niece/step-niece, or nephew/step-nephew. Such leave may commence no earlier than the date of the death. For casual employees, this bereavement leave must be completed

within a twelve (12) consecutive calendar day period following the date of death with the exception of the entitlement under paragraph (e) below.

(c) The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave.

(d) For the purpose of bereavement leave, the relationships specified in the preceding clauses are deemed to include a common-law spouse and a partner of the same sex.

(e) From the days specified in (a), and (b) above, the employee may elect to hold back up to two (2) days to be used to attend the burial or celebration of life that may have been delayed for any reasons. The employee will provide at least two (2) weeks notice to use said day(s). The scheduling of such day(s) will not take priority over previously scheduled absences but will be scheduled in advance of other leave requests.

17.05 Jury and Witness Duty

(a) Jury and Witness Duty

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 they will be required to attend at court;
(ii) presents proof of service requiring the employee's attendance at court;
(iii) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances, and provides an official receipt thereof; and
(iv) reports for work during any reasonable period in which their attendance is not required at court.

Where the Employer is unable to reschedule the employee and, as a result, the employee is required to attend during other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (i), (ii), (iii) and (iv) above.

(b) Court Duty (Work Related) – All Employees

If an 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, the employee 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 they will be required to attend at court;

(ii) presents proof of service requiring the employee's attendance at court;
(iii) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and provides an official receipt thereof;
(iv) reports for work in their full Paramedic uniform during any reasonable period in which their attendance is not required at court.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Employer on their regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. 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 21.

Where the employee's attendance is required during a different shift than what 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.

17.06 Pregnancy Leave – Full-time and Part-time Only

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

(b) The employee shall give written notification at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. At such time the employee shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.

(c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof. If the expected return date is different than identified in subsection (b), the employee shall confirm the new return to work date at least four (4) weeks in advance thereof.

(d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer Supplementary Unemployment Benefit (SUB) 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 pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

Notwithstanding the foregoing, the top up entitlements for an employee who elects to receive a lower employment insurance benefit spread over a greater period of time as

may be permitted by the Employment Insurance Act (Canada) will not cumulatively exceed the Employer's obligation without such election.

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

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of their normal weekly earnings during the EI waiting period of one (1) week.

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.

(e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

(f) For regular full-time employees the Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. For regular part-time employees, the Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions (if applicable) during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

(g) Subject to any changes to the employee's status which would have occurred had the employee not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

17.07 <u>Parental Leave – Full-time and Part-time Only</u>

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

(b) An employee who qualifies for parental leave, other than an adoptive parent, will endeavour to give four (4) weeks notice where possible and in any event shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

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

(d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in

writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

(e) An employee shall reconfirm their intentions to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof. If the expected return date is different than identified in subsection (b), the employee shall confirm the new return to work date at least four (4) weeks in advance thereof.

(f) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. The benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that the employee is in receipt of Employment Insurance parental benefits.

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

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave, times the employee's normal weekly hours, plus any wage increases or salary increments that the employee would be entitled to if they were not on parental leave.

In addition to the foregoing, the Employer shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the EI waiting period of one (1) week.

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.

Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.

(g) For regular full-time employees, the Employer will continue to pay its share of the premiums of the subsidized employees benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental

leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave. For regular part-time employees, the Employer will continue to pay the percentage in lieu of benefits and its share of the pension contribution (if applicable) for a period of up to ten (10) weeks while the employee is on parental leave. The Employer will register these benefits with the Unemployment Benefit Plan.

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

17.08 Education Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications. Where the employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the RRDSSAB.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the RRDSSAB.

17.09 Pre-paid Leave Plan

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

(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 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 by the parties. The year, for purposes of the program, shall be September 1st of one year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the employee, the 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 on 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. OMERS 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 their 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 Article of the Collective Agreement.
(ii) The period of salary deferral and the period for which the leave is requested.
(iii) The manner in which the deferred salary is to be held.

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

17.10 **Family Medical, Personal Emergency, Organ Donor and Reservist, Family Caregiver, Critically Ill Childcare and Crime-Related Child Death or Disappearance Leaves**

An employee is entitled to leaves of absence without pay in accordance with the Family Medical Leave, Personal Emergency Leave, Organ Donor Leave and Reservist Leave in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time to time.

ARTICLE 18 - SICK LEAVE, INJURY AND DISABILITY

18.01 **Sick Leave, Injury and Disability Benefits**

(a) The Employer will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure. The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction.

Employees will be eligible for sick pay benefits after they have completed three (3) months of service following their first day of active work. Service shall include part-time and casual service.

(b) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.

(c) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 18.01 including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective Agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

(d) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent shall be provided to the Union to the extent that this is within the possession of the Employer.

(e) The Employer shall pay the full cost of any medical certificate required of an employee.

(f) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this agreement.

(g) Sick leave benefits will cease on termination of employment, on reaching normal retirement age or death.

(h) An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

(i) Employees who suffer illness or injury such that they are eligible for WSIB benefits shall not be simultaneously eligible for LTD benefit coverage. If WSIB coverage is subsequently discontinued or otherwise denied, the employee shall be eligible to apply for LTD benefits and a determination regarding eligibility shall be made in the normal course at that time. In this case, the Employer will ensure that the timing of the application for LTD benefits is not the determining factor for LTD eligibility.

18.02 Sick Leave Records

When sick leave is claimed and upon the request of the Employer proof of the disabling sickness or accident will be furnished by certificate from a duly qualified medical practitioner.

Any medical note provided by an employee to substantiate an absence will, to the extent possible, provide a reasonable and meaningful estimate as to the expected duration of the absence to assist the employer with staffing issues, recognizing that estimated absence durations can change.

18.03 Injury Pay

If an employee is injured on the job and their supervisor excuses them from further duty for the balance of their shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

18.04 Self-Isolation Leave

If an employee is required to self-isolate on the direction of Public Health, the Employee shall be paid for all scheduled hours during such period (for part-time and casual employees this will be limited to shifts already scheduled and shall not include shifts they might otherwise attain based on availability). This period of self-isolation will not be counted against any applicable sick leave or attendance management provisions. This shall not apply to self-isolation required as a result of non-essential travel.

ARTICLE 19 - WSIB CLAIMS AND MODIFIED WORK

19.01 Payment Pending Determination of WSIB Claims

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit the employee would have received from WSIB benefits if the claim was approved, or the benefit to which the employee would be entitled under the short term sick leave plan. Payment will be provided only if the employee provided evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid in advance will be applied towards

the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

19.02 Workplace Safety Insurance Board

The Employer agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time it is sent to the Board.

The Employer agrees to send a copy of the notice of objection to a WSIB claim to the affected employee.

19.03 Modified Work

In respect to long-term injuries and illness, the Employer and the Union agree that in most instances it is in the best interest of both the Employer and the employee that the employee be returned to gainful employment at the earliest possible time.

Therefore:

(a) The Employer will notify the Vice-President of the Local of the names of all CUPE employees who go off work due to a work related injury.

(b) When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will notify and meet with the employee and Union Vice-President and Return to Work Representative or designate to discuss the circumstances surrounding the employee's return to suitable work.

(c) The Employer agrees to include CUPE representatives in the development of an individual's Return to Work program.

ARTICLE 20 - HOURS OF WORK

20.01 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 normal hours of work for paramedics will be up to twelve (12) hour shifts (averaged over eight (8) weeks at forty (40) hours per week).

The workweek shall be defined as Monday to Sunday.

The following shall also apply:

(1) Eight hour shift

The normal daily hours of work for paramedics 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 paramedics will be twelve (12) hours per day inclusive of two (2) one-half (1/2) hour paid meal breaks.

(3) Rest and Meal Periods

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

(b) The length of shifts stated herein shall be inclusive of all meal periods.

(c) When an employee is out of their catchment area or unable to return to their base for a meal break they will contact dispatch to arrange a meal break and they shall be compensated in the amount of up to $10.00 (breakfast), $15.00 (lunch) and $25.00 (dinner), upon the presentation of receipts. In the event the employee remains away from their catchment area longer than twelve (12) hours, each employee will be reimbursed an additional $15.00 (upon presentation of a receipt) for every four (4) hours away from their base.

(d) 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.

(e) Actual meal periods will be self-scheduled around the activities of the shift and regardless if a paramedic is called to perform work during a selective meal period; pay at the paramedic's regular straight time rate of pay will apply.

20.02 Scheduling

(a) An employee shall not be required to work more than seven (7) consecutive eight (8) hour shifts or more than four (4) consecutive twelve (12) hour shifts without the employee's consent. If an employee is requested to work more than the stipulated number of consecutive shifts, the employee shall be paid at the rate of time and one-half (1½) the regular hourly rate for each consecutive shift worked, notwithstanding Clauses 21.03 and 22.03 (premium payment and payment for working on a holiday) of the Collective Agreement.

(b) An employee working a combination of four (4) hour, eight (8) hour and twelve (12) hour shifts shall not work more than seven scheduled or unscheduled consecutive shifts. If an employee is requested to work more than the stipulated number of consecutive shifts, the employee shall be paid at the rate of time and one-half (1½) the regular hourly rate for each consecutive shift worked, notwithstanding Clauses 22.03 and 23.03 (premium payment and payment for working on a holiday) of the collective agreement.

(c) There shall be at least eight (8) consecutive hours off between shifts. Failure to provide such time off will result in pay at the rate of time and one-half (1½) regular hourly rate or

the employee's next shift. This will not apply when an employee has a change in the start time for a shift.

(d) Where schedule change is proposed by the Union for a designated base, the Employer may consider the change if the full-time and part-time employees at that base have voted with a 75% approval vote of the change.

Any problems or disputes arising from the required changes to implement the new schedule will not be the subject of a grievance but will be discussed and resolved by the parties.

Employees will be allowed a six (6) month trial period in their proposed schedule. At the end of the trial period, another vote will take place requiring a 75% majority approval to keep the schedule. The proposed schedule may be terminated at any time during the trial period if deemed unsatisfactory by the Employer or (75%) of the employees affected.

It is understood that the Employer has the final approval.

(e) Master schedules (permanent rotation) will be posted at least eight (8) weeks in advance. Schedules will be updated at least weekly.

(f) Shift exchanges must be submitted in writing 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 and will be paid back within eight (8) weeks of the exchanged shift. Part-time/Casual employees may only exchange shifts within the eight (8) week scheduling period.

(g) When a full-time employee's 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.

(h) Regular part-time and casual employees may be scheduled to work all or part of a shift depending upon the Employer's staffing requirements.

(i) Where practicable, an employee who requests permanent day or night shifts may be granted such request.

(j) In respect to eight (8) hour shifts associated with Full-time tours of duty, the employee who is scheduled in that location, shall first be offered, regardless of seniority, the available eight (8) hour shift if they are scheduled to work the four (4) hour shift.

(k) In filling of shifts or short notice call-in's, the most senior part-time or casual employee will be first be given the opportunity to work provided they are available to work.

(l) In respect to long term vacancies of three months or less, assignments will be made by the supervisor. The most senior part-time or casual employee will first be given the opportunity to work, provided they are available.

20.03 Part-Time/Casual Employee Availability

Casual employees are required to meet the following availability and update their availability to ensure ongoing compliance with these provisions:

(a) Provide and maintain twenty (20) shifts in an eight (8) week scheduling period for which the employee would be legally able to work in that eight (8) week block, until such time as requirements of (d) below have been met. While casual employees may submit more than ten (10) shifts per month, no more than twelve (12) shifts submitted per month will count towards the commitments of the twenty (20) shifts in the eight (8) week scheduling period. Employees are permitted to indicate their preference for a particular base, but this will not guarantee assignment within that base, nor will it preclude assignment to any other base. Where two (2) shifts are available at the same time in different bases, preference will be considered when assigning shifts in order of seniority.

(b) The eight (8) week scheduling period is defined on the Employers Master Schedule.

(c) The twenty (20) shifts per eight (8) week scheduling period under (a) must include eight (8) shifts commencing on a weekend shift. (ie. Shifts commencing between Friday 18:30 and Sunday at 18:30)

(d) Must work a minimum of fourteen (14) shifts over an eight (8) week scheduling period, to maintain employment with the RRDSSAB, provided the minimum of fourteen (14) shifts has been made available to them. Once the paramedic has worked the requisite number of shifts there shall be no penalty for declining further offered shifts.

(e) Provide their availability at least five (5) weeks in advance of the eight (8) week block. The schedule shall be posted electronically four (4) weeks prior to its implementation.

(f) If a casual employee fails to comply with the stated availability standard pursuant to this Article, they may be subject to progressive discipline. The parties agree that for the first two (2), eight (8) week scheduling periods following ratification, an educational period shall be recognized to acquaint employees with their obligations pursuant to this Article.

(g) Casual employees may not block themselves out for more than five (5) consecutive days without applying for vacation.

(h) For the purpose of this Article, a "shift" shall be defined as a day shift (07:30 to 19:30) or night shift (19:30 to 07:30). Submissions of availability for different start times in the same day or night period shall count as one shift of availability.

Filling Shifts

Once all available full-time employees have been scheduled their required shifts, the following procedure shall be followed:

(a) Shifts to be assigned to part time/casual employees as follows:

i. Shifts will be assigned to part-time/casual employees on the basis of seniority on a rotating basis in accordance with the employees' availability as per Article 20.03. Shifts shall be assigned based on 24-hours at a time based on shift duration commencing with the longest available shift.

ii. The remaining shifts will be assigned based on seniority.

iii. Timelines for Shifts Given Out:
1) Shift with less than 72 hours notice, employer will call employee and confirm that employee either accepts or declines shift. Where there is no answer, a brief message shall be left and the caller shall move onto the next employee on the list.
2) Shifts with more than 72 hours notice, employer will schedule employee (based on availability in accordance with Article 20.03 and seniority), and notify via phone call and/or email that they have been scheduled.

(b) If after Step a) there are hours still to be filled, they shall be offered to available Full-Time employees in order of seniority and paid in accordance with Article 21.

(c) If after Step b) there are hours still to be filled, they shall be offered to part-time/casual employees who would be eligible for overtime in accordance with Article 21.

(d) If none of the above steps results in the filling of the shift, scheduling shall be at the discretion of the RRDSSAB.

(e) For the purposes of this Article, the following shall apply:
i. Where a number of shifts are available under paragraph a), iii), i), the employee shall be advised of the number of shifts available and each shift shall be filled per Article 20.03 (a-d);
ii. If an employee has not had a minimum of eight (8) hours off between shifts, no offer shall be made. It is the employee's responsibility to advise the employer if they have not had a minimum of eight (8) hours off between shifts, including shifts worked with other employers;
iii. If a part-time/casual employee has not indicated their availability for the shift, it shall not be offered to them until steps a)-c) have been followed.

(f) This shall not be construed as a guarantee of a minimum number of shifts. Scheduled shift is any shift that is open two (2) weeks prior to the posting of the quarterly schedule.

20.04 <u>In-Service Training</u>

(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 their applicable rate of pay for attendance as per Article 26 at such in-service sessions.

(c) The employer will endeavour to post upcoming available training dates which it becomes aware of on the master schedule as soon as such dates are known (including tentative dates), including but not limited to annual skill review, CPR, CME's, etc. The Employer will not be held liable or responsible for any consequences where changes to the dates of events not under the direct delivery of the Employer occur.

ARTICLE 21 - OVERTIME AND PREMIUM PAYMENT

21.01 Definition of Regular Straight-time Rate of Pay

The regular straight time rate of pay is that prescribed in Schedule "A" of the Collective Agreement.

21.02 Definition of Overtime

(a) All authorized work performed:

(i) in excess of an employee's regularly scheduled shift per day; or
(ii) in excess of forty (40) hours per week averaged over and up to an eight (8) week period.

(b) Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour at the request of an employee, or changeover to Daylight Saving Time from Standard Time or vice versa.

(c) If an employee is required to work overtime for a period of fifteen (15) minutes or less, the provision of Clause 21.02 (a) shall not apply. If an employee is required to work overtime for a period of sixteen (16) minutes or more, then overtime payment shall apply on all time worked in excess of the normal daily hours of work.

(d) When an employee is called in and continues to work up to and on their regular shift, compensation will be at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay for the time worked immediately prior to the regular shift only, to obviate overlapping.

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

21.03 Overtime Premium

The overtime rate shall be time and one-half (1½) the employee's straight-time hourly rate.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time their straight-time hourly rate for all additional contiguous overtime hours worked.

21.04 No Pyramiding

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

21.05 Overtime Approval

All overtime must be approved in advance by the employee's supervisor or designate except in the case of a shift overrun.

21.06 Distribution of Overtime

(a) The Employer will not be required to incur overtime until it has exhausted all regular part-time and casual paramedics who have not reached their maximum hours over the scheduling period.

(b) All overtime will be offered to full-time employees first. If no full-time employees accept the overtime, the permanent Part-time employees will then be offered the overtime. If no permanent part-time employees accept this overtime, the shift will then be offered to the casual employees. All overtime shifts will be offered on a rotational basis, in each category.

(c) Overtime will have been deemed to have been offered to an employee when the Supervisor or designate, places a telephone call to the primary telephone number or secondary telephone number if provided by the employee. If the Manager or designate reaches an answering machine they will leave a message indicating the call was made.

(d) In the event if either, the overtime shift is a regular four (4) hour scheduled shift, or the preceding eight (8), the Employer may at its discretion offer the shift respectively to the employee working the preceding eight (8) hour shift or the employee working the four (4) hour shift.

(e) In an emergency situation, the Employer may take any and all steps necessary, to staff an ambulance including circumvention of the overtime process.

21.07 Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked subject to the following:

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

(b) Time in lieu may be accumulated and shall not exceed one hundred and eight (108) banked hours at any given time. All additional hours will be paid out at the applicable rate.

(c) An employee wishing to use banked time shall request such time off in writing at least two (2) weeks in advance of the requested time off. The Employer shall provide a response

no later than one (1) week in advance of the requested time off. Banked time may be taken at a mutually agreed time between the employee and the Employer.

(d) The parties agree that an employee may carry over a maximum of forty-eight (48) hours. In doing so the maximum hours that may be accumulated under Clause 21.07 (b) of one hundred and eight (108) hours shall not be exceeded.

(e) It is understood that all banked lieu time, except as permitted under paragraph (d) above, shall be paid out in the first pay period of the following year at the rate in effect when it was earned.

21.08 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when the work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Employees scheduled to work less than eight (8) hours per day will receive a pro-rated amount of reporting pay.

21.09 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1½) their regular earnings.

21.10 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars and twenty cents ($3.20) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Clause 21.09 above and works during the period of standby.

21.11 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, the employee shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the higher paying position.

Where an Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of four dollars ($4.00) for each shift from the time of the assignment.

21.12 Shift and Weekend Premiums

Employees shall be paid a shift premium of one dollar ($1.00) per hour for all hours worked between 1530 and 0730 hours.

One dollar ($1.00) per hour will be paid as 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 local parties.

ARTICLE 22 - HOLIDAYS

22.01 Number of Holidays

There shall be twelve (12) holidays. The Employer recognizes the following dates as paid holidays for all full-time employees:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
Canada Day (July 1st)	December 26th (Boxing Day)

Should the Employer be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide the number of paid holidays as noted above remains unchanged.

It is agreed by both parties that the "Holiday Period" runs from the start of the night shift on the previous day to the end of the day shift on the day of the holiday.

22.02 Definition of Holiday Pay and Qualifiers – Full-time Employees

(a) Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times eight (8) hours.

(b) In order to qualify for the holiday pay for any holiday or to qualify for a lieu day, an employee must complete their scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days was due to a satisfactory reason.

(c) An employee who was scheduled to work on a holiday and is absent shall not be entitled to holiday pay or to a lieu day for which they would otherwise be entitled unless such absence was due to a satisfactory reason.

(d) An employee who qualifies to receive pay for any holiday or a lieu day 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.

(e) An employee who is absent on a holiday after being posted to work forfeits all pay for the day unless the employee presents to the Employer proof of illness or non-occupational accident rendering them unable to perform their regular duties.

22.03 Payment for Working on a Holiday

(a) Full-Time Employees:

If an employee is required to work on any of the holidays set out in Clause 22.01 the employee shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holiday subject to Clause 22.04.

(b) Regular Part-Time and Casual Employees:

The holidays listed for the purpose of Clause 22.03 (b) shall be the same holidays as are listed in Clause 22.01.

If an employee is required to work on any of the holidays set out in Clause 22.01 the employee shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holiday.

22.04 Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of their regular scheduled hours on a paid holiday, such employee shall receive twice (2x) their regular straight time hourly rate for such authorized overtime.

22.05 Banked Holidays – Full-time Employees

Holidays for full-time employees will be banked at the beginning of the calendar year in the amount of ninety-six (96) hours for all Holidays as per Clause 22.01. Such hours shall be placed in a separate bank in addition to the employee's lieu bank under Clause 21.07 and administered in accordance with that article.

It is understood that all banked Holiday time, shall be paid out in the first pay period of the following year at the rate in effect when it was earned.

If an employee's employment ceases prior to the end of the calendar year, any Holiday hours which have not yet been earned, but which have been taken, will be reconciled accordingly and adjustments required, if any, will be made by deductions from the employee's final paycheque or any other amounts payable to the employee which remain outstanding.

22.06 Christmas and New Year's Scheduling

(a) The Employer will schedule each employee a day off on either New Year's Day or Christmas Day unless otherwise agreed by the Employer and the employee.

(b) The Employer will endeavour to assign these days off on an alternating basis from one year to the next unless otherwise agreed by the Employer and the employee.

(c) It is understood that regular part-time and casual employees will make themselves available for work at Christmas and New Year's on an alternating basis unless that employee has utilized their seniority under Article 23 – Vacation of the Collective Agreement, to have a vacation day or vacation week during Christmas or New Years.

(d) If a regular part-time casual employee, after the normal scheduling process is completed, is required to work Christmas or New Years notwithstanding (c), it will be done so on a reverse seniority basis, taking into consideration Clause 22.06 (b).

(e) Christmas Day is defined as the start of the night shift on December 24th to the end of the day shift on December 25th. New Years Day is defined as the start of the night shift on December 31st to the end of the day shift on January 1st for the purposes of this Article.

ARTICLE 23 – VACATIONS

23.01 Vacation Entitlement

(a) Vacation Entitlement - Full-time Employees Vacation

(1) Employees who have worked less than one (1) year shall have their vacation entitlement prorated.

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

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

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

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

(6) 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 of annual vacation with pay.

(7) 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.

(8) Vacation pay shall be calculated on the basis of the employee's straight time rate of pay times their normal weekly hours of work, subject to the application of Clause 10.05, Effect of Absence.

(b) Vacation Entitlement - Regular Part-time and Casual Employees

(1) A regular part-time or casual clerical/office employee who has completed less than three thousand nine hundred (3,900) hours of continuous service or a regular part-time or casual paramedic employee who has completed less than four thousand one hundred and sixty (4,160) hours shall receive 4% vacation pay.

(2) A regular part-time or casual clerical/office employee who has completed three thousand nine hundred (3,900) hours but less than nine thousand seven hundred and fifty (9,750) hours of continuous service or a regular part-time or casual paramedic employee who has completed four thousand one hundred and sixty (4,160) hours but less than ten thousand four hundred (10,400) hours of continuous service shall receive 6% vacation pay.

(3) A regular part-time or casual clerical/office employee who has completed nine thousand seven hundred and fifty (9,750) hours but less than twenty-five thousand three hundred and fifty (25,350) hours of continuous service or a regular part-time or casual paramedic employee who has completed ten thousand four hundred (10,400) hours but less than twenty-seven thousand and forty (27,040) hours of continuous service shall receive 8% vacation pay.

(4) A regular part-time or casual clerical/office employee who has completed twenty-five thousand three hundred and fifty (25,350) hours but less than forty thousand nine hundred and fifty (40,950) hours of continuous service or a regular part-time or casual paramedic employee who has completed twenty seven thousand and forty (27,040) hours but less than forty five thousand seven hundred and sixty (45,760) hours of continuous service shall receive 10% vacation pay.

(5) A regular part-time or casual clerical/office employee who has completed forty thousand nine hundred and fifty (40,950) hours but less than fifty-two thousand six hundred and fifty (52,650) hours of continuous service or a regular part-time or casual paramedic employee who has completed forty five thousand seven hundred and sixty (45,760) hours but less than fifty eight thousand two hundred and forty (58,240) hours of continuous service shall receive 12% vacation pay.

(6) A regular part-time or casual clerical/office employee who has completed fifty-two thousand six hundred and fifty (52,650) hours of continuous service or a regular part-time or casual paramedic employee who has completed fifty-eight thousand two hundred and forty (58,240) hours of continuous service or more shall receive 14% vacation pay.

(7) Casual employees will receive two (2) weeks unpaid vacation entitlement after one (1) year of continuous service. After five (5) years of continuous service. After five (5) years of continuous service, they shall be entitled to three (3) weeks unpaid vacation.

Regular part-time employees shall receive unpaid vacation as follows based on continuous service:

(i) less than 3,900 hrs (clerical/office) or 4,160 hrs (paramedics) will be entitled to 2 weeks unpaid vacation;

(ii) more than 3,900 hrs but less than 9,750 hrs (clerical/office) or more than 4,160 hrs but less than 10,400 hrs (paramedics) will be entitlement to 3 weeks unpaid vacation;

(iii) more than 9,750 hrs but less than 25,350 hrs (clerical/office) or more than 10,400 hrs but less than 27,040 hrs (paramedics) will be entitled to 4 weeks unpaid vacation;

(iv) more than 25,350 hrs but less than 40,950 hrs (clerical/office) or more than 27,040 hrs but less than 43,680 hrs (paramedics) will be entitled to 5 weeks unpaid vacation;

(v) more than 40,950 hrs but less than 52,650 hrs (clerical/office) or more than 43,680 hrs but less than 56,160 hrs (paramedics) will be entitled to 6 weeks unpaid vacation;

(vi) more than 52,650 hrs (clerical/office) or 56,160 hrs (paramedics) will be entitled to 7 weeks unpaid vacation.

(8) 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:

i) one thousand nine hundred and fifty (1,950) hours worked for office/clerical employees;
ii) two thousand and eighty (2,080) hours worked for paramedic employees.

A part-time or casual employee shall be entitled to receive their vacation pay prior to going on vacation, provided that such request is made in writing to the Employer and at least two (2) weeks in advance of the vacation.

23.02 Vacation Requests

(a) Vacation request lists to cover the total vacation period May 1st to April 30th will be posted on March 1st each year and will remain up until March 31st or the closest business day. This list will show the amount of vacation available to be taken. Vacations requested on this list will constitute the paramedic's vacation requests. They must write their request on this list and complete the vacation request form. Vacation lists showing the granted vacation time shall be posted no later than April 15th and shall remain posted for one year. Priority will be granted firstly to full block requests and then subsequently individual days.

Once an employee has been granted vacation based on their seniority, the employee shall not use their seniority to change their vacation time.

(b) Vacation requests made other than by the vacation request list shall be granted on a first come basis subject to vacation granted through the list process. Employees will endeavour to submit their request in writing at least eight (8) weeks in advance of the requested time. The Employer shall reply in writing within two (2) weeks of receipt of the request. Requests shall not be unreasonably denied.

(c) Part-time employees will endeavour to have requests for any vacation time off which remains from the previous May 1st vacation year submitted to the Employer no later than February 15th.

(d) An employee shall be entitled to receive their vacation pay prior to going on vacation, provided that such request is made in writing to the Employer and at least two (2) weeks in advance of the vacation.

(e) Upon written request approved by the employer, an employee will be permitted to carry over one (1) week of vacation entitlement for a period of not longer than twelve months.

(f) Unbroken vacation period: An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

23.03 <u>Vacation Scheduling and Administration</u>

(a) Full-time: The vacation year for purposes of calculating vacation entitlement shall be the employee's anniversary date.

Part-time: The vacation year for the purposes of calculating vacation entitlement is from May 1st to April 30th.

Regular full-time or part-time employees who possess three (3) weeks or more vacation entitlement may request up to ten (10) vacation days per year on a single day basis provided that they use a minimum of two (2) weeks of their vacation entitlement as entire vacation weeks. Such requests will be requested and made in accordance with Clause 23.02(b). Single vacation day requests will not be subject to the annual vacation pre-scheduling process or subject to the application of seniority.

(b) Notwithstanding Article 20.01, for the purposes of vacation, a vacation week is defined as:

(i) For full-time employees working a regular twelve (12) hour rotation (4 on/4 off) the vacation week will be the set of four (4) consecutive shifts, except during the drop shift cycle, where the vacation week will be the set of three (3) consecutive shifts.

Furthermore, where a full-time employee has booked vacation for two (2) or more consecutive blocks, the employee will be deemed unavailable for

the purpose of scheduling unless the employee expressly advises the Employer they are available for the period of time between the blocks at the time of the request.

(ii) For full-time employees working a regular eight (8) hour rotation, regular part-time employees and casual employees a vacation week will be Monday to Sunday.

(iii) Regular part-time employees and casual employees who are awarded an interim full-time twelve (12) hour rotation (4 on/4 off) shall follow section 23.03 (b)(i).

23.04 Work During Vacation

Should an employee who has commenced their scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at one and one-half (1½) times their basic straight time rate for all hours 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 the employee worked.

23.05 Illness During Vacation – Full-time Employees

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

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatment resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

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

b) WSIB Prior to Vacation

If an employee's scheduled vacation is pre-empted by a workplace injury, subject to the provisions of WSIB, the portion of the employee's vacation which is deemed to be WSIB will not be counted against the employee's vacation credits.

23.06 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 Clause 17.04.

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.

ARTICLE 24 - HEALTH AND WELFARE – FULL-TIME EMPLOYEES

24.01 Insured Benefits

(a) 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 the Sun Life Financial Plan #33264 employee handbook.

(b) The Employer agrees to contribute eighty percent (80%) 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 the Manulife Financial Plan #G0089425A employee handbook.

Effective January 1st, 2024, the Employer agrees to contribute 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 the Manulife Financial Plan #G0089425A employee handbook.

(c) The Employer agrees to contribute eighty percent (80%) 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 the Manulife Financial Plan #G0089425A employee handbook.

Effective January 1st, 2024, the Employer agrees to contribute 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 the Manulife Financial Plan #G0089425A employee handbook.

(d) 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.

(e) The Employer agrees to contribute eighty percent (80%) 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 percent (20%) 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.

Effective January 1st, 2024, the Employer agrees to contribute 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 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.

24.02 Voluntary Part-time Employee Benefits

The Employer will provide regular part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Clause 24.01 where employees meet the eligibility requirements of the applicable benefits plan. It is understood and agreed that the regular part-time employees would pay the Employer the full amount (100%) of the applicable monthly premiums in advance. Employees will not be permitted to elect in and out of such benefits.

24.03 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union sixty (60) days in advance to explain the proposed changes and ascertain its views regarding the proposed changes. The Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

24.04 Pension Enrolment

All regular full-time employees shall, as a condition of employment, enrol in OMERS when eligible in accordance with its terms and conditions.

Subject to eligibility requirements of OMERS, regular part-time and casual employees may opt to enrol in the plan. In such case the Employer and the employee shall contribute to the plan according to OMERS requirements.

24.05 Benefits for Part-time / Casual Employees

A part-time/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, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of their regular straight time hourly rate for all straight time hours paid.

ARTICLE 25 – HEALTH AND SAFETY

25.01 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 Occupational Health and Safety Act 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 Joint Occupational Health and Safety Committee. Issues of an urgent nature will be taken up as soon as reasonably possible with Management.

(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 two (2) calendar years 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.

(i) Certified Member: The Employer will provide for the cost of the CUPE member to become "Certified" as required by the Occupational Health and Safety Act at each site.

25.02 Transfer of Pregnant Employee

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, deems it necessary for medical reasons. Where the Employer can provide suitable and meaningful modified duties, consistent with the stated restrictions and limitations, the employee will be given the choice of modified work or, if they so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Clause 17.06.

25.03 Uniform and Safety Boots

(a) Uniforms

The Employer will provide uniforms to employees upon commencement of employment, and place orders for uniforms on or before March 1st and September 1st of each calendar year and will distributed the uniforms promptly upon receipt of same from the supplier

The Employer will request sizes from the employees on or before February and August 1st of each calendar year. If the Employees do not submit their sizes on or before this date, the Employer will not be held responsible for delayed distribution of Uniforms or inaccurate orders. Where a change of supplier occurs, the Employer shall arrange for sample clothing to be available for employees to confirm the appropriate sizing.

Costs of regularly maintaining, repairing and replacing the uniforms will be the responsibility of the Employer. The Employer will be responsible for the cost of initial cresting of uniforms and hemming of pants. Excessively soiled uniforms may be replaced or laundered at the discretion of the Employer.

Issues relating to uniform pieces and style shall be the subject of Labour-Management Committee meetings.

Damaged uniforms can be exchanged when needed.

Maternity uniforms will be provided to those employees who require them, by the Employer.

(b) Safety Footwear

The Employer will provide all employees up to $300.00 for the purchase of approved safety footwear upon completion of one year of service and thereafter following once every twenty-four (24) months upon presentation of proof of purchase. The employee shall be given the option to use one hundred and fifty dollars ($150.00) on a yearly basis or every twelve (12) months upon proof of purchase. If an employee is off on an approved leave greater than 30 days, the safety footwear allowance will be payable upon the employee's return from leave.

ARTICLE 26 – JOB CLASSIFICATION AND COMPENSATION

26.01 Job Classification

(a) When a new classification (which is covered by the terms of this collective agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the 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 8 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.

(b) 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.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in Article 8 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.

(c) 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.

26.02 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 the employee shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification provided that the employee does not exceed the wage rate of the classification to which they have been promoted.

26.03 Wages and Classification Premiums

The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

26.04 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:

(i) for each one thousand nine hundred and fifty (1950) hours worked by office/clerical employees;
(ii) for each two thousand and eighty (2080) hours worked by paramedic employees.

26.05 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 which is covered by terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the Union of the rate of pay pursuant to Clause 26.01 (a) above.

26.06 Pay Day

Pay days shall be every second Friday. When such pay day falls on a statutory holiday, the day prior shall become the pay day.

26.07 Preceptor Pay

The agreed upon and assigned Preceptor (1 per student at any given time) shall receive a premium of one dollar ($1.00) per hour while preceptoring a student from an approved Paramedic program. The selection of Preceptors shall be at the Employer's discretion.

ARTICLE 27 – DURATION

27.01 Term

This agreement shall be binding 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 of December 31, 2024. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

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

DATED this 24 day of June 2021.

On behalf of:

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

Deborah J. Ewald

Robert Burns

On behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4807-01

:rf/COPE491

ESSENTIAL AMBULANCE SERVICES AGREEMENT

BETWEEN:

THE RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

(hereinafter referred to as the "Employer")

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4807-01

(hereinafter referred to as the "Union")

WHEREAS the Employer and the Union are parties to a Collective Agreement expiring December 31, 2013(the "Collective Agreement"); AND

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

A. STRIKES AND LOCKOUTS

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

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

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

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

5. The Employer agrees that the Union dues deducted from the pay of each bargaining unit member who works during the strike or lockout shall remain the regular rate that was taken off before the legal strike ensued.

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

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

B. MAINTENANCE OF ESSENTIAL SERVICES DURING A STRIKE OR LOCKOUT

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

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

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

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

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

13. In the event that any bargaining unit members are unable to work a scheduled shift due to medical illness or any other legitimate reason, the shifts will be filled by the Employer in accordance with the Collective Agreement between the parties.

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

15. "Incidental work" for purposes of section 4(1)(c)(i) of ASCBA and "work that is performed on or in connection with paramedic services to protect health and safety" for purposes of section 4(1)(c)(ii) shall be any and all duties normally and customarily performed by employees in the classification described in this ESA, as well as any other incidental work the paramedics are capable of performing other than work referred to in paragraph 19 below. Both parties agree to use currently

certified members to perform work in connection with an ambulance to protect health and/or safety.

16. During a legal strike or lockout, it is understood that paramedics are not required to perform the "deep cleaning" of ambulance vehicles, which is currently performed on a weekly basis. Further, paramedics are not required to perform computer data entry, excepting patient records, or exterior cleaning of the ambulance vehicles during a legal strike or lockout other than normal and customary cleaning of emergency lights, tail lights and headlights on the ambulance vehicles, which shall continue to be performed. Further, paramedics are not required to perform routine base duties during a legal strike or lockout.

17. Bargaining unit employees shall not be required to perform Code "0" calls or administration calls for the duration of a legal strike or lockout. Further, bargaining unit employees will not perform secretarial duties or scheduling during a legal strike or lockout.

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

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

C. DECLARATION OF EMERGENCY SERVICE

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

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

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

23. Finally, the parties agree that upon mutually agreeing to binding Arbitration within the first fifteen (15) days of the strike or lockout, or at the latest upon reaching fifteen (15) days following the commencement of the legal strike or lockout the parties agree the strike or lockout will be immediately ended and the employees returned to work under the terms and conditions of the former Collective Agreement until a new Collective Agreement has been concluded.

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

DATED THIS 24 **DAY OF** June , **20** 21

On behalf of:

THE RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

Deborah J. Ewald

Robert Burns

On behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4807-01

SCHEDULE "A"

Rainy River District Social Services Administration Board
Canadian Union of Public Employees – Local 4807-01

	Start	Year 1	Year 2
Paramedic 1 Land			
01.01.18 – 1.75%	35.74	36.83	37.96
01.01.19 – 1.75%	36.37	37.48	38.63
01.01.20 – 1.75%	37.00	38.13	39.30
01.01.21 – 1.80%	37.67	38.82	40.01
01.01.22 – 1.80%	38.35	39.52	40.73
01.01.23 – 1.75%	39.02	40.21	41.44
01.01.24 – 1.80%	39.72	40.93	42.19

	Start	Year 1	Year 2
Paramedic 1 Land (Non-Emca)			
01.01.18 – 1.75%	24.83	25.45	26.32
01.01.19 – 1.75%	25.26	25.89	26.78
01.01.20 – 1.75%	25.71	26.34	27.25
01.01.21 – 1.80%	26.17	26.81	27.74
01.01.22 – 1.80%	26.64	27.29	28.24
01.01.23 – 1.75%	27.11	27.77	28.73
01.01.24 – 1.80%	27.60	28.27	29.25

	Start	Year 1	Year 2
Clerk 1			
01.01.18 – 1.75%	23.12	23.46	23.79
01.01.19 – 1.75%	23.53	23.87	24.21
01.01.20 – 1.75%	23.94	24.29	24.63
01.01.21 – 1.80%	24.37	24.73	25.07
01.01.22 – 1.80%	24.81	25.18	25.52
01.01.23 – 1.75%	25.24	25.62	25.97
01.01.24 – 1.80%	25.69	26.08	26.44

SCHEDULE "A"

Rainy River District Social Services Administration Board
Canadian Union of Public Employees – Local 4807-01

	Start	Year 1	Year 2
CP Coordinator			
01.01.18 – 1.75%	31.96	33.20	34.44
01.01.19 – 1.75%	32.52	33.79	35.04
01.01.20 – 1.75%	33.09	34.38	35.65
01.01.21 – 1.80%	33.69	35.00	36.29
01.01.22 – 1.80%	34.30	35.63	36.94
01.01.23 – 1.75%	34.90	36.25	37.59
01.01.24 – 1.80%	35.53	36.90	38.27

LETTER OF UNDERSTANDING

Between

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4807-01

RE: Influenza Vaccination

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 of a specifically designated area(s) thereof from the Medical Officer of Health of in compliance with applicable provincial legislation, the following rules will apply:

(1) The Employer recognizes that employees have the right to refuse any recommended or required vaccination.

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

(3) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, the employee will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

(4) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.

(5) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

(6) This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.

DATED this 24 day of June 2021.

On behalf of:

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

On behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4807-01

:rf/COPE491

LETTER OF UNDERSTANDING

between

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4807-01

Re: Job Sharing (Full-time, Part-time)

The introduction of job-sharing arrangements will be subject to mutual agreement between the Union and the RRDSSAB. The initial job-sharing arrangement will be on a trial basis for a period of up to six months, subject to review by the Union and the RRDSSAB before confirmation. The intent of this agreement is to provide the job share initiator with reduced hours of work throughout the duration of the agreement. It is not intended to be used as a scheduling accommodation or to circumvent normal scheduling practices. It is agreed that the following conditions will govern the arrangements:

(a) Job Sharing requests with regard to full-time positions shall be considered on an individual basis and the RRDSSAB shall reserve the sole right to determine the appropriateness of such arrangements. Such determination shall not be arbitrary or unreasonable.

(b) The job sharer roles consist of the job share initiator (person who holds the current full-time position being shared) and the job share partner.

(c) Total hours worked by the job-sharers shall equal one (1) full-time position up to 2080 hours per year, but the job share partner will be able to accept further shifts as per the Collective Agreement. The division of these hours on the schedule shall be determined by mutual agreements between the two employees with the approval of the Chief of Paramedic Services. Job-sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed to by the employee(s) and the RRDSSAB.

(d) The above schedule shall conform with the scheduling provisions of the full-time Collective Agreement.

(e) The job-sharers together shall only be required to work the number of paid holidays that a full-time employee would be required to work.

(f) It is expected that both job-sharers will be prepared to cover each other's incidental absences including vacations; and they will be offered those shifts first, however, if one job-sharer is unable to cover the absence, the RRDSSAB will provide the necessary coverage.

(g) In the event that one (1) member of the job-sharing arrangement goes on extended absence, the other job-sharer should be prepared to cover the absent partner's shifts. However, for an absence of one (1) month or where the covering employee experiences circumstances which prevent them covering the extended absence, the coverage will be provided by the RRDSSAB. This will not prevent the RRDSSAB asking the covering employee to work the available shifts.

(h) Each job-sharer may exchange shifts with their partner, as well as with other employees as provided by the Collective Agreement.

(i) An incumbent full-time employee wishing to share their position may do so without having their half of the position posted, however the other half of the job-shared position must be posted and the selection based on the criteria set out in the Collective Agreement.

(j) If the initiator of the job share agreement leaves the agreement the job share will be terminated and the job share partner will revert to their previous position. If the job share partner leaves the arrangement, this portion of the position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position.

(k) Either party may discontinue the job-sharing arrangement with sixty (60) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be arbitrary or unreasonable. The job-sharer(s) will revert back to their previous position(s).

DATED this 24 **day of** June **20** 21.

On behalf of:

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

On behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4807-01

:rf/COPE491

LETTER OF UNDERSTANDING

Between

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4807-01

Re: Benefit Plan

The parties agree that the necessary benefit plans shall be amended effective the date of ratification to provide for the following benefit improvements:

Services of a Chiropractor will be covered up to an annual maximum of $400.00

Services of a Message Therapist will be covered up to an annual maximum of $500.00.

Vision care (glasses/contacts) maximum $400.00 every 24 months in addition to eye examinations every 24 months, and

Hearing aid acquisition every 36 months to a maximum of $750.00.

Orthodontics will be provided as a 50/50 co-pay to a maximum of $2,000.00 per insured member.

Introduction of an "Employee and Family Assistance Plan"

Major Restorative will be provided as a 50/50 co-pay to a maximum of $1,000.00 per insured member.

Naturopath services maximum $200 per practitioner year.

Nutritionist services maximum $200 per practitioner year.

Coverage as per standard insurer policy.

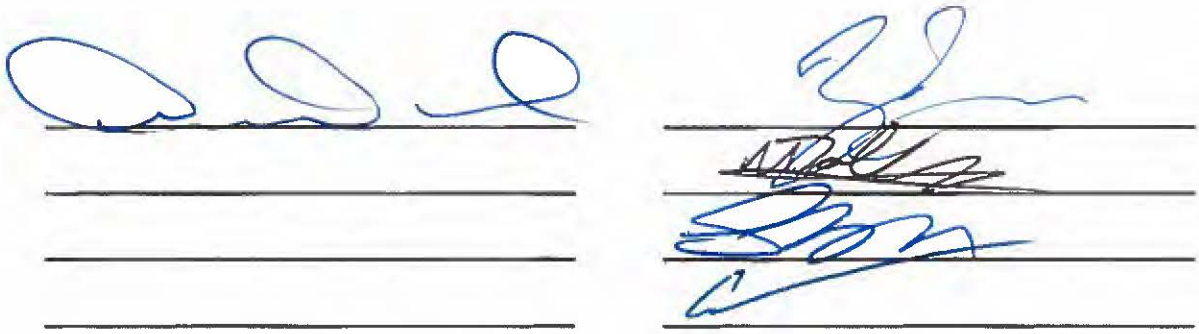
DATED this 24 **day of** June **20**21.

On behalf of:

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

On behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4807-01



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LETTER OF UNDERSTANDING

Between

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4807-01

Re: Stress

The parties agree to discuss the effect of a critical incident when an employee experiences an unusually strong emotional reaction to an extraordinary situation that interferes with their ability to function at work.

The purpose of this discussion is to support the paramedic to deal with the effects of this incident. This support may include access to paid and unpaid leave time as well as access to EAP.

Additionally, the parties will discuss their requirements under the WSIA.

DATED this 24 **day of** June **2021.**

On behalf of:

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

On behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4807-01

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LETTER OF UNDERSTANDING

Between

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4807-01

Re: OMERS NRA 60

In the event that other paramedic services begin to engage with the issue of NRA 60 for paramedics during the term of this Collective Agreement, the parties agree that they will meet in for the purpose of exploratory discussion(s) to examine the issue and implications of same for the paramedics and the Employer. The parties agree any such discussion(s) are for information purposes only and are without prejudice to any position that either party may take regarding this issue in future negotiations and said discussion(s) cannot be used as evidence of any intentions beyond preliminary discussions.

DATED this 24 **day of** June **2021.**

On behalf of:

RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

On behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4807-01

rf/COPE491