CUPE | Canadian Union of Public Employees

COLLECTIVE AGREEMENT

between

COUNTY OF HURON PARAMEDIC SERVICES

(herein after called the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 4513

(herein after called the Union)

January 1st, 2023 - December 31st, 2025

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ARTICLE 1 - PREAMBLE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory 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 within fiscal responsibility to secure the best possible care and health protection for clients.

1.02 Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 4513 as the sole and exclusive bargaining agent for all paramedics and emergency employees of the Emergency Medical Services of the County of Huron in the geographic area of the County of Huron, save and except Superintendents and persons above the rank of Superintendent.

ARTICLE 2 - DEFINITIONS

2.01 Temporary Employee

(a) 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 or replace a part-time employee for a prior noted leave. 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. Should there be a need to extend the contract beyond twelve (12) months for the purposes of training and/or other extenuating circumstances, the contract may be extended with the approval by the union, the Employee and the Employer. The period of employment of such persons will not exceed the absentee's leave.

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.

(b) Once a term of employment has expired, the temporary employee's employment will be ended. It is understood that the employee will receive no monetary benefit, associated with Article 10 of this agreement, resulting from the discharge. Discharges will begin with the temporary employee who has

accrued the least seniority, and so on.

(c) In the event of a recall, the vacancy will be offered to the temporary employee who has accrued the most seniority. Temporary employees will maintain the seniority for a period of up to two (2) years following the end of their last term of employment or upon declining a vacancy when offered.

2.02

(a) Full-Time Employee

A full-time employee shall be defined as an employee who is regularly employed an average of forty-two (42) hours per week.

(b) Full-Time Float Employee

A Full-Time Float Employee shall be defined as an employee who is regularly employed an average of forty-two (42) hours per week, but is frequently assigned to different stations. Float Employees will be assigned to a scheduled line and a home base, but their location of work can vary from shift to shift.

2.03

(a) Part-Time Employee

A part-time employee shall be defined as an employee who is employed up to twenty-four (24) hours per week. Part-time employees may be utilized more than twenty-four (24) hours per week in order to accommodate full-time employee vacations, replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or perform a special non-recurring task and is not a violation of Article 15.01. The Employer may, subject to Article 2.04, schedule a part-time employee work up to eighty-four (84) hours on a bi-weekly basis during peak periods of work, when required by operational needs. For the purpose of this Article, part-time vacation shall be considered time worked.

(b) Permanent Part-Time Employee

A Permanent Part-Time employee shall be defined as a part-time employee who is employed up to eighty-four (84) hours on a bi-weekly basis. Six (6) Permanent Part-Time employees shall receive eighty-four (84) hours of work on a bi-weekly basis, prior to shifts being assigned to other part-time employees. For the purpose of this Article, part-time vacation shall be considered time worked.

2.04 Part-Time Commitment

All part-time employees will be required to identify their availability for work for a period of sixteen (16) weeks. To achieve this objective, part-time employees will update their availability at the end of each pay period in order to ensure an unbroken sixteen (16) week period.

All part-time employees' commitment to be available as required by the Employer will include the following conditions:

- Available to work two weekend shifts every pay period (weekend availability constitutes a shift on a Saturday or a Sunday);
- Available to work at least two (2) scheduled shifts per pay period not including the above listed weekend (week is considered Friday – Thursday);
- Available to work December 25th and December 26th or December 31st and January 1st;
- Available to work all shifts as determined by the Employer's start/stop times and reporting locations.

In addition to the above, all Permanent Part-Time employees will be available to work at least one (1) additional schedule shifts per pay period (week is considered Friday-Thursday).

Part-Time employees shall be available for a full twenty-four (24) hour period starting at 0700 and ending at 0700 the next calendar day.

All work available shall be distributed as equitably as possible amongst all part-time employees. It is recognized that the Employer shall not be required to assign any hours which may result in overtime pay.

For the purpose of this Article, part-time vacation shall be considered time worked.

ARTICLE 3 - RELATIONSHIP

3.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination in accordance with the *Ontario Human Rights Code, 1990*. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of 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 Employer and the direction of the work force are fixed exclusively in the Employer and shall remain solely with the Employer, except as specifically limited by the provisions of this Collective Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- Maintain order, discipline, efficiency and fiscal responsibility.

- Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discharge employees, provided that a claim by an employee that has been discharged and disciplined without just cause may become the subject of a grievance and dealt with as herein provided.

- Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees.

- Determine in the efficient and fiscally responsible operations and highest standards of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service.

- Generally, to manage the operation that the Employer is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith; and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

These rights will not be exercised in a manner inconsistent with this Agreement.

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01

(a) Union Dues and Union Agreement

All present employees of the County who are members of the Union must maintain their membership as a condition of employment. All new employees must join the Union within thirty (30) days of their employment and maintain their membership as a condition of employment. All employees shall, as a condition of employment, be required to authorize the Employer on a form provided for this purpose to deduct an initiation fee and from their pay each month a sum equivalent to the amount of Union Dues that is uniformly levied upon all Union members in accordance with the constitution and by-laws of the Union. The first deduction of such dues shall be made from the first pay received on the month following the date of hire of the employee.

During the life of this Agreement the Employer shall deduct from each pay, as a condition of employment, a sum equivalent to dues as set by the Union.

All Union dues or fees collected as above shall be remitted to the National Secretary-Treasurer of CUPE in Ottawa not later than ten (10) working days from the end of the month following that in which such dues were deducted, accompanied by an electronic spreadsheet, indicating the following information, for all employees from whose wages the deductions have been made:

1. Name of employee;
2. Regular earnings;
3. Dues deducted.

The Local Union Secretary shall be copied on the above.

Notwithstanding the provisions of the first paragraph of this Article, the Employer shall not be required to discharge or suspend any employee for failure to comply for reasons other than the non-payment of initiation fee or regular monthly Union dues.

(b) Collective Agreement

All employees shall be given a copy of the Collective Agreement by the Employer at the time they are hired. The cost of in-house printing will be shared equally by the Employer and the Union. The Employer shall also provide to the Union an electronic (Microsoft Word document or comparable) copy of the Collective Agreement.

(c) Addresses

The Employer will provide the Union with a list of addresses for the membership within thirty (30) days of settlement of the Agreement and every April 1st thereafter unless an employee notifies the Employer in writing that they do not wish that their address be made known to the Union.

(d) Meeting Space

The Local Union may hold its monthly meeting on County premises, provided such space is available.

5.02 T4 Slips

The Employer will provide each employee with a T-4 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.

5.03 Notification to Union

The Employer shall provide the Union's President and Recording Secretary an electronic notice of all hires and their contact Information, lay-offs, recalls, discipline and termination. Such notification shall be sent to the Union prior to the implementation of any of the above.

The Employer shall provide to the Union each January the names and contact

information for all employees.

5.04 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to thirty (30) minutes during the employee's orientation period without loss of regular earnings but such meeting will not add any additional cost to the Employer. 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.

5.05 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 or without the Union's knowledge.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

5.06 Seniority List

The Employer will maintain a seniority list, showing the name of each employee who has completed the probationary period and the number of hours to their credit as of the last pay period in February and July each year in accordance with the provisions of this Article. A copy of such seniority list will be sent to the President and Recording-Secretary of the Union and will be posted on the Bulletin Board during the month of March each year. Any alleged errors or omissions must be brought to the attention of the Human Resources Department within thirty (30) days of posting, failing which the list shall be deemed final and conclusive.

The Employer shall supply the Union with an up to date copy of a seniority list on request, but not more frequently than once every three (3) months.

The Employer shall ensure that a copy of all seniority lists remain posted on the electronic bulletin boards throughout the year.

5.07 Correspondence

All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator or their delegate, and the president and the Secretary of the Union.

5.08 Bulletin Boards

The Employer agrees to extend to the Union the privilege of using one (1) bulletin board, to be located at each base in the County in a location designated by the Employer, provided the use of such bulletin board shall be restricted to the posting thereon only of such notices as have been signed by the President or other authorized

signing officer of the Union and have received prior approval of the Employer through department head or delegate.

Where the Employer utilizes an electronic bulletin board, the Employer will email each employee any notices which requires the employee to perform a task, attend a meeting or course, change their duties, or any other function that may impact on the employee's status with the Employer. The electronic bulletin board layout should facilitate easy access to information. All essential or necessary information will be located within its own separate conference/icon, located within the employees e-mail system. Employees will access their email and electronic bulletin board, at their first opportunity but no later than by the end of each scheduled shift.

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 the Employer's premises or on the Employer's time without the prior approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 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) An equal number of representatives of each party as mutually agreed shall meet 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 amendment or renewal of this Agreement.

(b) Any representative(s) attending such meetings or subcommittee meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. Should the employee attend such meetings when not scheduled to work, the employer will pay or provide lieu time (at the employee's option) to these employees for all time spent in the meeting. A minimum of four (4) hours of regular earnings shall be provided for an employee in attendance.

(c) It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee. However, confidentiality is to be maintained and no specific employee names will normally be discussed.

(d) It is understood that joint meetings with other Labour-Management Committees in the Employer may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

(e) As part of labour/management meetings, uniforms and equipment will be reviewed. The Employer will have final determination of uniform/ equipment changes and/or selection.

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

6.03 Bargaining Committee

The Employer agrees to recognize a negotiating committee comprised of four (4) Representatives of the Union for the purpose of negotiating a renewal Agreement. The Employer agrees to pay members of the negotiating committee up to the employee's normal day's pay, at the straight time rate for time spent in direct negotiations for a renewal Agreement, up to and including conciliation. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees 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 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.

6.04 Union Stewards

The Employer agrees to recognize 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.

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

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate Superintendent. If, in the performance of their duties, a Union steward is required to enter an area within the County in which they are not originally employed, they shall report their presence to the Superintendent in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such steward shall again report to their immediate Superintendent. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

The Union will endeavour to maintain no less than four (4) stewards.

6.05 Grievance Committee

The Employer will recognize a Grievance Committee composed of the Local Union President or their designate and not more than one (1) employee 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.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 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 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 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Chief/designate 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 within seven (7) business days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee, and failing settlement within seven (7) business days following their immediate Chief/designates decision, in the following manner and sequence:

Step No. 1: The employee, who may be accompanied by a Steward, may submit a written grievance signed by the employee to their immediate Chief/designate. The grievance shall identify the nature of the grievance and the remedy sought and must specify 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/designate will deliver their decision in writing within seven (7) business days following the day on which the grievance was presented to them. Failing settlement or response, then:

Step No. 2: Within seven (7) business days following the decision under Step No. 1, the grievance may be submitted in writing to the Senior Manager of Human Resources or their designate. A meeting will then be held between the Senior Manager of Human Resources and the Grievance Committee within seven (7) business days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Senior Manager of Human Resources or their designate may have such counsel and assistance as they may desire at such meeting. The decision of the Employer shall be delivered in writing within seven (7) business days following the date of such meeting.

7.04 A policy grievance is defined as a complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement. It shall be presented at Step No. 2 within fourteen (14) employer business days following the circumstances giving rise to the complaint or grievance. It is expressly understood 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 passed.

7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they must present a group grievance in writing identifying each employee who is grieving to the Senior Manager of Human Resources or their designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have 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 seven (7) business days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or 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 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

ARTICLE 8 - ARBITRATION PROCEDURE

8.01

(a) Failing settlement under the 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-one (21) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator or alternative dispute resolution professional 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 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. The parties shall mutually agree upon a single arbitrator. If the parties are unable to agree upon a single arbitrator within a period of ninety (90) calendar days, they shall then request the Ministry of Labour for the Province of Ontario to appoint an arbitrator.

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

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

8.05 The arbitrator 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.

8.06 The parties will share equally the fees and expenses, if any, of the arbitrator.

8.07 The time limits set out in the Grievance and Arbitration Procedures 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 subject only to the provisions of Section 48 (16) of The Labour Relations Act.

ARTICLE 9 - ACCESS TO FILES

9.01 Access to Personnel File

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Senior Manager of Human Resources or designate. An employee has the right to request copies of any evaluations in this file.

9.02 Clearing of Record

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee after eighteen (18) months provided that such employee's record has been discipline free. It is understood that this clause applies to periods of active employment only and that any periods where the employee is off on a leave of absence will not be counted towards the completion of the eighteen (18) month periods described above.

ARTICLE 10 - SENIORITY

10.01 Probationary Period

A new employee will be considered on probation until they have completed one thousand ninety-two (1,092) hours of work. Upon completion of the probationary period they shall be credited with seniority equal to ninety-one (91) working days. With the written consent of the Employer and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

10.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 2,184 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein. Notwithstanding this, a part-time employee cannot accrue more than one (1) year seniority in a twelve (12) month period. In addition to the above, all Part-time employees shall be credited seniority for all scheduled shifts where the employee calls in sick for the scheduled shift and while on vacation.

There shall be three (3) Seniority lists, one (1) for Full-Time, one (1) for Permanent Part-Time and one (1) for Part-time and Temporary employees.

10.03 Loss of Seniority

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

(a) Resign;

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

(c) Have retired;

(d) Are 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) Have been laid off for twenty-four (24) months;

(f) Have been laid off and fails to return to work within seven (7) calendar days after they have 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) Are absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

10.04 Effect of Absence

Unless otherwise provided in the Collective Agreement:

(a) It is understood that during any leave of absence approved by the Employer, both seniority and service will accrue except as set out below.

(b) During an unpaid Personal Leave of Absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the Personal Leave of Absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of Personal Leave of Absence.

(c) The Employer will continue to pay its share of the benefit premiums up to twenty-four (24) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, service and seniority shall accrue while an employee is in receipt of WSIB benefits.

Service and seniority shall accrue for a period of thirty (30) calendar months if an employee's absence is due to an illness or disability other than WSIB. To calculate a Part-time employee's service and seniority, 10.04 (d) below shall apply.

(d) Full Time employees on a leave of absence as outlined in the *Employment Standards Act, 2000,* shall maintain their seniority and service.

Part Time employees on a leave of absence as outlined in the *Employment Standards Act, 2000*, shall maintain their seniority and service. Calculation for seniority shall be according to the number of hours worked in the preceding 52 weeks, however, if the employee has less than fifty-two weeks employment their seniority shall be calculated based on the number of hours divided by the number of weeks.

10.05 Job Posting

(a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted electronically for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein. Any postings for Part-time positions will indicate whether the position is Permanent Part-time or Part-time.

(b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided electronically to the Union President.

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

(d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.

(e) The name of the successful applicant will be posted electronically for a period of seven (7) calendar days.

(f) If a temporary vacancy is expected to be less than four (4) months, the Employer will schedule part time employees to provide coverage. Any temporary vacancy that is expected to be more than four (4) months, will be posted. The initial temporary posting and up to two (2) subsequent opening(s), which may derive from the original posting, will be open to be filled by a full-time employee.

(g) Posting for temporary vacancies which have been filled must be completed before applying for a new posting unless the incumbent is within fourteen (14) weeks of the end date of the current temporary posting or the start date for the new posting is after the end date of the Paramedics current temporary position. Paramedics may not bump other paramedics out of the existing/occupied temporary positions unless their original temporary posting has ended prematurely. In which case the paramedic displaced prematurely shall have

the opportunity to bump the least senior paramedic in an existing/occupied temporary position, provided they are senior.

(h) Permanent part-time positions that are temporarily vacant will be offered to part-time staff in order of seniority without the need to post the position.

10.06 Transfer and Seniority Outside the Bargaining Unit

(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 they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned 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 (b) above is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

10.07 Transfer of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement OMERS, Health & Welfare, Benefit Plans and wage progression:

(a) An employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service;

(b) An employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year for each 2184 hours worked.

(c) A full-time employee may apply to become a part-time employee provided they make the employer aware of their intention by written notification with a copy to the Union as per Article 5.07. This transfer would be effective within fifteen (15) calendar days of the date of notification, providing there is a part-time vacancy. If there is no vacancy, the transfer may occur provided a part-time employee applies and is granted a full-time position, which would become vacant. It is understood that should no part-time employee wish to fill the potential full-time vacancy, the full-time employees' transfer to part-time will not be accepted.

10.08 Notice and Redeployment Committee

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

i. Provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
ii. Provide to the affected employee(s), if any, 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 of any subsequent layoff.

(b) A layoff shall not include a reassignment of an employee from their classification or area of assignment who would otherwise be entitled to notice of layoff provided:

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

ii. The reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

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

iv. The job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and

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

The Employer bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Employer shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

(c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

(d) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks

after the notice referred to in 10.08 and will meet thereafter as frequently as is necessary.

i. Committee Mandate

The mandate of the Redeployment Committee is to:

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

2. Identify vacant positions in the County or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:

   (a) Within the bargaining unit; or
   (b) Within another CUPE bargaining unit; or
   (c) Not covered by a Collective Agreement.

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

4. Subject to Article 10.11, the Employer will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.

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

ii. Committee Composition

The Redeployment Committee shall be comprised of three (3) representatives of the Employer and three (3) representatives of the Union.

Meetings of the Redeployment 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.

Each party shall appoint a co-chair for the Redeployment 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.

iii. Disclosure

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

iv. Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Employer's Chief Administrative Officer.

10.09 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 10.08 (a) ii. may:

(a) Accept the layoff; or
(b) Opt to receive a separation allowance as outlined in Article 10.12; or
(c) Opt to retire, if eligible under the terms of the Ontario Municipal Employees Retirement System (OMERS); 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 Article 10.08.

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.

Note: 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.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this Article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 7% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 15.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work before such

opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been complete.

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

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

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

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

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

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.

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 Article 10.08.

10.10 Benefits on Layoff

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

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

10.11 Retraining

(a) Retraining for Positions within the Organization

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a Employer position identified by the Redeployment Committee in accordance with Article 10.08 (d) i.:

i. Opportunities to fill vacant positions identified by the Employer Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Employer in its discretion.

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

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

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

(b) Placement

Upon successful completion of their training period, the Employer and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 10.11 (a) i..

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.

10.12 Separation Allowances

(a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.08(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a

maximum of five-thousand dollars ($5,000.00).

(b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.08(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three-thousand dollars ($3000.00).

(c) The separation allowances as described in (a) and (b) above do not apply to employees who are not able to work as a result of being decertified, or have lost their work qualifications as per Ontario Regulation 257/00 or legislation as it changes.

10.13 Technological Changes and Training for Job Readiness

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

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

10.14 Deactivation

Deactivation refers to the temporary suspension by the Base Hospital Regional Medical Director or Local Medical Director of a paramedic's delegated authority to perform controlled acts within the southwest region (as defined by the SWORBHP catchment area) for the purpose of conducting an investigation and/or providing remediation.

Should a paramedic be deactivated, the Employer will continue their regular salary until the paramedic becomes qualified. It is understood that the County has the right to assign alternate duties during this period until the paramedic re-qualifies.

10.15 De-Certification

Decertification refers to the revocation by the Base Hospital Regional Medical Director and/or any other regulatory body of a paramedic's delegated authority to perform controlled acts within the southwest region (as defined by the SWORBHP catchment area).

If a paramedic should be de-certified, their position will be held for a period of 24 months from the date the de-certification commenced, after which time the employment contract between the paramedic and the County of Huron will be terminated. Should the paramedic become re-certified after 90 days, the paramedic will be subject to the County of Huron Paramedic Services remedial training policy. It is understood that the paramedic will not receive any compensation while decertified.

ARTICLE 11 - CONTRACTING OUT

11.01 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 part-time employees results from such contracting out.

Should Provincial funding change throughout the Province with the intent to modify the way in which ambulance service is provided province wide, this shall not be in violation of the Collective Agreement.

11.02 Contracting Out

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 the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

(a) To employ the employees thus displaced from the Employer; and

(b) In doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer's Collective Agreement with the Union, and to execute into 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.

ARTICLE 12 - WORK OF THE BARGAINING UNIT

12.01 Work of the Bargaining Unit

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

12.02 Volunteers

Volunteers will not be used to perform work of the Bargaining Unit.

12.03 Volunteerism

The Employer encourages volunteering for special community events for public relations purposes and shall post such events. In this regard, should an employee wish to volunteer for a special community event, parades, etc, the Employer's approval must first be sought. Such volunteer work will be unpaid and will be done at no cost to the Employer.

Notwithstanding the above, if called on to perform emergency medical services the volunteer employee mentioned above would be paid as per Article 16.06 provided emergency medical services was required to respond to the scene at the special community event.

Should the Employer request on official letterhead an employee to attend any special community event for public relations purposes and should the employee choose to accept, they will be paid at regular straight time hourly rates but only for those hours the employee is requested to attend at the special community event.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Personal Leave

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

13.02 Union Business

(a) The Employer shall grant leave of absence with or 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 Employer. When to be paid such leave will be previously authorized by the President of the local and wages and benefits will be reimbursed by the local.

A written copy of such authorization will be provided in writing by the President of the local to the Employer. Such leave will not be unreasonably denied.

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

The total cumulative days will be fifty (50) days per calendar year. with no more than two (2) employees off at any one time. During such leave 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. It is understood that the Employer shall deduct all applicable salaries and benefits from the union dues remittance.

(b) In addition to the above, a part-time employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave. Such part-time employee will be credited with seniority for the number of hours of such leave to a maximum of forty-two (42) hours per week. The Union will advise the Employer of the number of such hours.

13.03 Full-Time Position with the Union

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

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

The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift 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.

Seniority and service shall accrue at twelve (12) hours per day to a maximum of forty-two (42) hours per week during such leave for part-time employees.

Notwithstanding Article 2.01, the Employer may fill the vacancy resulting from such leave on a temporary basis.

13.04 Bereavement Leave

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for five (5) consecutive calendar days off without loss of regular pay from scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, step-parent, step-children, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle or grandparent of spouse. 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. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex. The above relationships refer to current relationships.

13.05 Jury & Witness Duty

On any occasion when an employee is required to serve as a juror or is summoned as a Crown witness or by subpoena to attend court proceedings or Coroner's inquest in connection with a case arising from the employee's duties with the Corporation they shall be relieved of their duties for such time as may be required by the court or coroner. The employee shall be paid the difference between the fees as a juror, not including expense money, and their earnings for the time lost. In that case, the employee must submit evidence of having been paid for services as a juror or witness. The employee shall not suffer a loss in seniority or service as a result of being summoned as a witness or selected as juror.

When the employee has been summoned as a result of work related issues the employer shall pay mileage from the employee's assigned base to the court building or location of the coroner inquest.

If the employee is required to attend during other than their regularly scheduled paid hours, they shall be paid at their straight time hourly rate for all hours actually spent at such hearing and should the proceeding be as a result of the employee's duties it would also include the travel time to and from their assigned base to the hearing. Employees on shift who are required to attend court during their shift shall be paid their regular straight hourly rate for all hours actually spent at the hearing as well as the travel time to and from their assigned base to the hearing.

It is understood that for the purpose of this Article, the assigned base for Part-Time Employees will be the Emergency Services' Administrative Office.

13.06

(a) Pregnancy Leave

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

i. 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.

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

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

iv. 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 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 seventy-five percent (75%) of their normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment Insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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.

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.

v. An employee who is on pregnancy leave and who is in receipt of Employment Insurance Benefits or who is in receipt of Employment Insurance Benefits and a supplemental employment benefit as outlined in this agreement shall not be entitled to receive payment from the employer for any statutory holiday that occurs during the pregnancy leave.

vi. 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 fifteen (15) weeks while

the employee is on pregnancy leave.

vii. Subject to any changes to the employee's status which would have occurred had they 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.

(b) Pregnancy Leave

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

i. 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.

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

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

iv. 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 pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 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 sevnty-five percent (75%) of their normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment Insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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 and will include any in-lieu payments if applicable. The employee will continue to receive any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave. The employee's normal weekly hours shall be determined by averaging their weekly hours over the last 52 weeks. Such determination will not include any time the employee was away from the workplace on a

statutory leave or in receipt of WSIB benefits.

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.

v. An employee who is on pregnancy leave and who is in receipt of Employment Insurance Benefits or who is in receipt of Employment Insurance Benefits and a supplemental employment benefit as outlined in this agreement shall not be entitled to receive payment from the employer for any statutory holiday that occurs during the pregnancy leave.

vi. Subject to any changes to the employee's status which would have occurred had they 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.

(c) Light Duties

When required and supported by medical documentation, pregnant paramedics will be assigned to light duties, if available and as per physician's recommendations to the Employer. It is understood that the Employer will also look outside the bargaining unit for these light duties but will not create work and will not allow such employee to work with information of a confidential nature.

13.07

(a) Parental Leave

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

i. 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.

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

iii. 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.

iv. 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.

An employee who is an adoptive parent may take a maximum total of sixty-three (63) weeks of parental leave.

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

v. Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this 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 thirty-five (35) weeks. That benefit shall be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment Insurance cheque stub will serve as proof that the employee is in receipt of Employment Insurance parental benefits.

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 increase or salary increment that the employee would be entitled to if they were not on parental leave.

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.

In no event will the top-up exceed the difference between seventy-five percent (75%) of the employee's normal weekly earnings that they were receiving on the last day worked prior to the start of the leave and the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

vi. An employee who is on parental leave and who is in receipt of Employment Insurance Benefits or who is in receipt of Employment Insurance Benefits and a supplemental employment benefit as outlined in this agreement shall not be entitled to receive payment form the employer for any statutory holiday that occurs during the parental leave.

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

(b) Parental Leave

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

i. 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.

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

iii. 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.

iv. 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.

An employee who is an adoptive parent may take a maximum total of sixty-three (63) weeks of parental leave.

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

v. Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental

leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding thirty-five (35) weeks. That benefit shall be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment Insurance cheque stub will serve as proof that the employee is in receipt of Employment Insurance parental benefits.

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 and will include any in-lieu payments if applicable. The employee will continue to receive any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave. The employee's normal weekly hours shall be determined by averaging their weekly hours over the last 52 weeks. Such determination will not include any time the employee was away from the workplace on a statutory leave or in receipt of WSIB benefits.

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.

In no event will the top-up exceed the difference between seventy-five percent (75%) of the employee's normal weekly earnings that they were receiving on the last day worked prior to the start of the leave and the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

vi. An employee who is on parental leave and who is in receipt of Employment Insurance Benefits or who is in receipt of Employment Insurance Benefits and a supplemental employment benefit as outlined in this agreement shall not be entitled to receive payment form the employer for any statutory holiday that occurs during the parental leave.

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

13.08

(a) Family Medical Leave

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

i. Family Medical leave will be granted in accordance with the provisions of the *Employment Standards Act (2000)*, except where amended in this provision. The service requirement for eligibility for this family medical leave shall be thirteen (13) weeks of continuous service.

ii. An employee, who qualifies for family medical leave, shall provide written notification, as well as required medical documentation as outlined in the Employment Standards Act, to the employer in advance of the date of the commencement of such leave as soon as possible and the expected date of return.

iii. Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on family medical leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance Compassion Care Benefits pursuant to Section 23.1 of the *Employment Insurance Act (2010)*, shall be paid a supplemental unemployment benefit for duration of the family medical leave. That benefit shall be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment Insurance cheque stub will serve as proof that the employee is in receipt of Employment Insurance family medical leave benefits. 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 increase or salary increment that the employee would be entitled to if they were not on family medical leave. 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.

iv. An employee who is on Family Medical leave and who is in receipt of Employment Insurance Benefits or who is in receipt of Employment Insurance Benefits and a supplemental employment benefit as outlined in this agreement shall not be entitled to receive payment from the employer for any statutory holiday that occurs during the leave.

v. The Employer will continue to provide benefits for the period of family medical leave. The Employer will register these benefits with the

Employment Insurance Benefit Plan.

vi. Subject to any changes to the employee's status which would have occurred had they not been on family medical 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.

(b) Family Medical Leave

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

i. Family Medical leave will be granted in accordance with the provisions of the *Employment Standards Act (2000)*, except where amended in this provision. The service requirement for eligibility for this family medical leave shall be thirteen (13) weeks of continuous service.

ii. An employee, who qualifies for family medical leave, shall provide written notification as well as required medical documentation as outlined in the Employment Standards Act, to the employer in advance of the date of the commencement of such leave as soon as possible and the expected date of return.

iii. Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on family medical leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance Compassion Care Benefits pursuant to Section 23.1 of the *Employment Insurance Act (2010)*, shall be paid a supplemental unemployment benefit for the duration of the family medical leave. That benefit shall be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment Insurance cheque stub will serve as proof that the employee is in receipt of Employment Insurance compassion care benefits. 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 increase or salary increment that the employee would be entitled to if they were not on family medical leave. The employee's normal weekly hours shall be determined by averaging their weekly hours over the last 52 weeks. However, such determination shall not include any time the employee was away from the workplace on a statutory leave or in receipt of STD, LTD or WSIB benefits. 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.

iv. An employee who is on Family Medical leave and who is in receipt of Employment Insurance Benefits or who is in receipt of Employment Insurance Benefits and a supplemental employment benefit as outlined in this agreement shall not be entitled to receive payment from the employer for any statutory holiday that occurs during the leave.

v. The Employer will continue to pay in lieu of benefits for the period of family medical leave. The Employer will register these benefits with the Employment Insurance Benefit Plan.

vi. Subject to any changes to the employee's status which would have occurred had they not been on family medical 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.

13.09 Family Responsibility Leave

The Employer shall provide up to one day (12 hours) per year for employees to attend to immediate family members who require care on an urgent basis. For full-time employees, the above provided hours, shall be taken from the employee's accumulated sick leave credits and shall not require a physician's assessment nor be counted as sick time for any purposes and will be considered as time worked for the accumulation of sick credits. For part-time employees, the above provided hours shall be taken as unpaid time, shall not require a physician's assessment and will be considered as time worked for the accumulation of seniority hours.

13.10 Education Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

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

13.11 Pre-Paid Leave Plan

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

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

(a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax

Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

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

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

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

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

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

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

(h) Benefits

i. Deferral Period: The employee's health and dental benefits, including EAP, shall be maintained during the four (4) years of salary deferral. The employee will contribute twenty percent (20%) of the Employer's share of the fixed rate premiums for all health and dental benefits; or shall pay the full cost during the year of leave; or opt out of the benefits for the one-year leave period. Benefits with respect to the Life insurance, Accidental Death and Dismemberment insurance, Short Term Sick Leave and Long-Term Disability will be based on the salary actually received. Contributions to the Ontario Municipal Employees Retirement System will be in accordance with the Plan.

ii. Leave Period: The employee's health and dental benefits, including EAP, shall be maintained during the one (1) year leave period unless the employee chooses to opt out of benefits. The employee will contribute twenty percent (20%) of the Employer's share of the fixed rate premiums for all health and dental benefits; or shall pay the full cost during the year of leave; or opt out of benefits for the one (1) year leave period. The employee will not be eligible to participate in the

Short-Term Sick Benefits and Long-Term Disability income plans during the year of leave. Benefits with respect to Life insurance, and Accidental Death and Dismemberment insurance will be based on the salary actually received. Contributions to the Ontario Municipal Employees Retirement System will be in accordance with the Plan. 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.

(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. Costs for benefit premiums and 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 costs for benefit premiums and 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 prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 14 – SICK LEAVE PLAN (INC. STD/LTD)/WORKPLACE INJURIES (WSIB)

14.01 Sick Leave

Employees will be covered under the Short-Term Sick Leave Plan and Long-Term Salary Continuance Plan as set out in Schedule "A".

14.02 Day of Injury/Injury Pay

If an employee is injured on the job and their Superintendent 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.

14.03 Payment Pending/During Process of WSIB Claim

(a) In the case of a workplace injury, both the employer and employee will abide by the terms of the Workplace Safety & Insurance Act and the applicable County of Huron policies. The employer will pay 100% of the employee's wage while participating in the early and safe Return to Work (esRTW) program, pending the appropriate/required medical documentation. In such cases that the worker is unable to work or participate in the esRTW program, pending the appropriate/required medical documentation, the employer agrees to pay the employee 100% of their wage.

For the purposes of this Article an employee will be deemed to have initially participated in a WSIB esRTW by providing their treating practitioner with the FAF and the attached agreed to letter, Appendix "A". The letter will be contained in the employees' WSIB package which is kept in their PPE bag. WSIB may still make a determination that the employee did not meet the WSIB's definition of participation.

(b) Should appropriate modified work be offered by the employer and refused by the employee and/or the employee's claim is denied by the WSIB, either outright or for the loss of earnings, the employee shall reimburse the employer for any wages paid to the employee which were collected pending the determination of entitlement. In such cases, the County of Huron, the employee and the Union will work out an arrangement of reimbursement. When an Employee is off due to a WSIB disability for a period of more than seventeen (17) weeks, the Employee shall not accrue paid holidays or paid vacation entitlement, but will continue to accrue vacation service.

The Employer will maintain the rate of pay in force at the date of the injury for the purpose of calculating WSIB Loss of Earnings benefits.

Any work performed by an Employee on a return to work basis, shall be paid at the current rate for the position under the Collective Agreement.

14.04 Modified Work

The Employer will notify the President of the local of the names of bargaining unit employees who are off work due to an illness (in excess of two (2) weeks) or have

incurred a work-related injury and when an employee goes on L.T.D.

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 a staff representative of the Canadian Union of Public Employees and a member of the local Executive to discuss the circumstances surrounding the employee's return to work.

The return to work committee shall consist of the injured worker, a representative of the employer, the Chief/designate and the designated member of the Local 4513. The Committee shall co-operatively develop a return to work plan with respect to the functional abilities of the employee.

Should the Employer have issues with regard to a WSIB esRTW program and/or the information provided by the Treating Practitioner with respect to a WSIB esRTW program, the Employer shall notify the employee of the issues and deal with these issues directly through WSIB.

ARTICLE 15 - HOURS OF WORK

15.01 Daily & Weekly Hours of Work

The standard work week for a full-time employee shall average eighty-four (84) hours per two (2) week period inclusive of meal periods. The normal hours of work shall be twelve (12) hours per day inclusive of a paid meal break. It is understood, however, that this shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week.

Part-time employees will be regularly scheduled for not more than twenty-four (24) hours per week. The Employer may, subject to Article 2.04, schedule a Part-time employee work up to eighty-four (84) hours on a bi-weekly basis during peak periods of work, when required by operational needs.

Subject to Article 2.04, Permanent Part-time employees may be regularly scheduled up to eighty-four (84) hours on a bi-weekly basis. Permanent Part-time employees shall receive eighty-four (84) hours of work on a bi-weekly basis, prior to shifts being assigned to other employees.

15.02 Rest Periods

There are no scheduled rest periods. Employees are paid for all hours worked and take rest periods as time allows.

15.03 Scheduling

The schedules of all Full-time, Part-time employees shall be posted fourteen (14) weeks in advance.

Floats will be assigned their station locations and Part-time staff will be scheduled into shifts that are available based on employees' requests for time off. The objective is to

assign Floats and schedule Part-time employees as far in advance as possible.

In order to achieve this objective, full-time employees are encouraged to submit their request for time off in accordance with the advanced booking process.

It is the Float and Part-time employees' responsibility to check the Employer's electronic scheduling program frequently to ensure that their schedule is kept current and not to miss any assigned shifts. The Employer agrees to provide continued IT support to employees, for the Employer's electronic scheduling program.

Shifts starting four (4) calendar days and greater in advance will be scheduled on the Employer's electronic scheduling program and will not require any direct contact notification with the Float or Part-time employee~~.~~, except where the shift is scheduled between seven (7) and four (4) days in advance. Where this occurs, the employee will be notified via their preferred contact method (phone or text).

Shifts starting three (3) calendar days and less in advance and all overtime shifts require contact and acceptance by the employee via the employee's preferred contact method (phone or text).

If a Float employee is assigned to different base with less than forty-eight (48) hours notice, they will utilize their personal vehicle to drive to the assigned base and will be entitled to be paid for mileage between their home base and their assigned base.

Once shifts are assigned to individuals, it will be their responsibility, short of illness, compassionate grounds or an entitlement listed in the collective agreement, to report to work or find an appropriately qualified replacement in accordance with the shift exchange procedure identified. The Employer will give part time employees a minimum of twenty-four (24) hours' notice of any changes to their schedule.

Employees are allowed the opportunity to exchange shifts with other employees of appropriate qualifications. Shift exchanges are to be submitted on the scheduling software and are considered agreements between the employees involved. Shift exchanges are allowed to span the current pay period plus one additional pay period and are subject to approval by management which will not be unreasonably denied.

No permanent exchange of shift rotations shall be allowed except in extenuating circumstances, with the approval of management and the Union.

The Employer agrees that there will be no scheduled split shifts. The Employer will approve split shifts if requested by the employee in an emergency situation.

Employees must report to their place of work in uniform where applicable, ready to work, at the designated starting time.

While the Employer undertakes to do all it can to give every employee as steady employment as circumstances permit, the adoption of a "normal" working day and/or working week for each occupational category will not be interpreted as a guarantee of

continuous employment by the Employer.

When, in the opinion of the Employer, circumstances are such that the regular schedule cannot be adhered to, the Paramedic Management and the employees concerned shall attempt to arrange a mutually satisfactory timetable. In the event of disagreement regarding schedule of working hours, the Department Heads shall make the final decision. Failure to provide twenty-four (24) hours' notice will result in premium pay of time and one-half (1½) for the first shift of the new schedule.

The County will make every reasonable effort to schedule Full-time employees with at least every other weekend off. An employee will receive one-and-one-half (1 ½) times their regular straight time hourly rate of pay for all hours worked on a second and subsequent weekend, save and except:

- Such weekend has been worked by the employee to satisfy days off requested by such employee; or
- Such employee has requested weekend work; or
- Such weekend is worked as a result in exchange of shift with another employee: or
- Such weekend work has been mutually agreed to by the employee.

Employees who work on schedules at the beginning of or the conclusion of Daylight Savings Time in each year will be paid for the actual hours worked.

No employee shall be moved from their home base unless by mutual consent of the parties.

15.04 Off Time Between Shifts

When an employee is required to change shifts, ten (10) hours shall be allowed between shifts. If, however, an employee is required to report on a second shift in any less than ten (10) hours after finishing the first shift, the employee shall be paid overtime rates for the period worked before the ten (10) hour time allowed for shift change has expired. This shall not apply in a case where an employee has requested a schedule change.

ARTICLE 16 - PREMIUM PAYMENT

16.01 Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in the wage schedule of the Collective Agreement.

16.02 Definition of Overtime

Any hours worked beyond twelve (12) hours work per shift or eighty-four (84) hours per two (2) week period. It is understood training will take place during regular working hours whenever possible.

16.03 Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate. Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

16.04 Time Off in Lieu of Overtime, and Call Back

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

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Employer, such time off will be the equivalent of the premium rate the employee has earned for working. Employees are not permitted to accumulate any more than eighty-four (84) such hours at any given time. Any hours in excess of eighty-four (84) hours will be paid out. All hours accumulated from December 1st through November 30th that have not been used by November 30th, shall be paid out at the premium rate, in the pay period that includes November 30th. Such time off requests shall not be unreasonably denied.

This Article will apply only to full-time employees and employees on temporary full-time contracts.

16.05 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 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. Part-time employees scheduled to work less than twelve (12) hours per day will receive a pro-rated amount of reporting pay.

16.06 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly earnings.

An employee called back to work after the conclusion of a regular shift, who reports to work outside of their normal scheduled hours of work will receive no less than the equivalent of four (4) hours pay at one and one-half (1½) hours regular straight time hourly rate. In no event shall an employee collect two (2) call back premiums within one (1) such four (4) hour period.

16.07 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, they shall be paid the rate in the higher salary range immediately above their current rate from the commencement of the shift on which they were assigned the job.

16.08 Shift and Weekend Premium

Employees shall be paid a shift premium of One dollar and fifteen cents ($1.15) per hour for all hours worked where the majority of their scheduled hours fall between 1900 and 0700 hours. One dollar and fifteen cents ($1.15) per hour will be paid as weekend premium for all hours worked between twenty-four hundred (2400) hours Friday and twenty-four hundred (2400) hours Sunday. Effective January 1, 2025 increase premiums to one dollar and twenty-five cents ($1.25)

16.09 Relief and/or Replacement Hours

Employees who are unable to report for their regular scheduled shift shall notify the Superintendent at least four (4) hours in advance of the commencement of the shift.

(a) Non-Emergency Situations

All Paramedics shall be notified either by phone, pager, or in person (if at the station) when their name comes up for an open shift on the seniority list. When a paramedic accepts overtime hours a shift, their name will be placed on the bottom of the call-in list. There will be one call-in list for full-time and one call-in list for part-time.

i. When part-time staff are contacted for shifts, it will be based on their availability submitted.

ii. Should the part-time staff member not be available, or a message is left, the Superintendent will move onto the next individual on the list if no response in ten (10) minutes.

iii. If someone returns a call to work the shift and the shift is still open, the shift shall be given to that individual.

Any shifts that are not filled at straight time will be offered to full-time staff on the seniority list followed by part-time staff at overtime hours. It is understood that the current list will be made available on the conference board and will be updated as soon as feasibly possible.

(b) Emergency Situations

In an emergency situation, or a case where four (4) hours' notice of absence has not been provided, the Superintendent will be permitted to fill the shift without regard to the seniority list.

16.10 Alternate Rate Superintendent Payment

It may, on occasion be necessary to have bargaining unit employees backfill a Superintendent's position and on those occasions the following shall apply:

- Employees who accept the assignment of an AR Superintendent do so strictly on a voluntary basis;
- AR Superintendents are to remain bargaining unit employees;

- AR Superintendents shall not participate in any disciplinary process against another bargaining unit employee;
- In the event of a strike/lockout or any other labour dispute, an AR Superintendent shall be returned to their regular position;
- Vacations will be scheduled under Article 18.01(d) prior to assigning AR Superintendent shifts.
- Employees will be compensated $4.00 per hour for all hours worked as AR Superintendents.

ARTICLE 17 – HOLIDAYS

17.01 Number of Paid Holidays

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

There shall be the following thirteen (13) paid holidays:

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

Should any Provincial or Federal legislative body introduce any other holiday it shall be added to the Collective Agreement.

The Employer will assign all full-time employees seventy-two (72) of the holiday hours which will be placed in the employee's bank as of January 1st and the other eighty-four (84) holiday hours shall be placed in the employee's bank as of July 2nd. When mutually agreeable an employee can use the holiday hours within the six-month period they have been banked or may carry over the earned hours to the next six-month period in which they must be used.

For any hours worked which fall within a holiday, those hours falling within the holiday will be recognized as holiday and paid as such.

17.02 Definition of Holiday Pay and Qualifiers

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times twelve (12) hours for full-time employees. Employees who are replacing full-time employees who are on an approved leave of absence shall receive twelve (12) hours pay, as earned, to be paid out on the following pay.

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

A Paramedic under the County of Huron Attendance Management Program, as previously confirmed in writing, is required to provide a medical note as proof of illness should they be absent on one or both of the qualifying days to qualify for Holiday pay. The medical notes must be issued for the day(s) absent, before their next scheduled shift and as close as possible to the days absent to qualify for Holiday pay and be provided upon the employees return to work.

An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay in respect of the same day.

Should an employee report to work for their scheduled shift after the holiday and subsequently become ill during the shift, it shall be calculated as a completed scheduled shift for the purpose of qualifying for the holiday pay/lieu day above.

17.03 Payment for Working on a Holiday

If an employee is required to work on any of the holidays, the employee shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 17.04. In addition, if the employee qualifies in accordance with Article 17.02 above, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times twelve (12) hours.

If a part-time employee is required to work on any of the holiday, the employee shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate of pay for all hours worked on such holiday.

17.04 Payment for Working Overtime/Call Back on a Holiday

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

ARTICLE 18 - VACATIONS

18.01 All Employees

An employee's vacation entitlement shall be calculated on the anniversary date of their service and vacation credits shall be provided to employees monthly, based on 18.01 a) and b) below. Part-time employees' unpaid vacation hours will be calculated from July 1st to June 30th of each year. These unpaid hours will be placed in their bank on or around July 1st annually. Employees shall be entitled to carry a maximum total equal to one year's annual vacation credit plus ten additional vacation days.

(a) Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment
(The following clause is applicable to Full-Time employees only)

An employee in their first year of service shall earn ten and one half (10.5) hours of

vacation, with pay, per month worked.

An employee who has completed one (1) year but less than five (5) years of service shall earn and be entitled to ten and one half (10.5) hours of monthly vacation, with pay.

An employee who has completed five (5) years but less than ten (10) years of service shall earn and be entitled to fourteen (14) hours of monthly vacation, with pay.

An employee who has completed ten (10) years but less than twenty (20) years of service shall earn and be entitled to seventeen and one half (17.5) hours of monthly vacation, with pay.

Effective on the date of Ratification an employee who has completed twenty (20) years or more of service shall earn and be entitled to twenty-one (21) hours of monthly vacation, with pay.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 10.04, Effect of Absence.

(b) Part-Time Entitlement, Qualifiers and Calculation of Payment

A part-time employee who has completed up to but not including five (5) years of service shall receive 6% vacation pay and in addition shall be entitled to one hundred twenty-six (126) hours (unpaid) of annual vacation.

A part-time employee who has completed five (5) years but less than ten (10) years of service shall receive 8% vacation pay and in addition shall be entitled to one hundred sixty-eight (168) hours (unpaid) of annual vacation.

A part-time employee who has completed ten (10) years but less than twenty (20) years of service shall receive 10% vacation pay and in addition shall be entitled to two hundred ten (210) hours (unpaid) of annual vacation.

Effective on the date of ratification a part-time employee who has completed twenty (20) years or more of service shall receive 12% vacation pay and in addition shall be entitled to two hundred fifty-two (252) hours of (unpaid) annual vacation.

Part-time employees shall accumulate service for the purpose of progression on the vacation scale, on the basis of 2184 hours worked equals one (1) year of service.

All Part-time employees, while on vacation, shall be credited service and seniority.

(c) Vacation Requests

Employees shall be given preference as to the selection of their vacations on the basis of their seniority only prior to the scheduling dates listed below and thereafter vacation requests will be granted on a first come, first served basis. Vacation requests must be submitted on the scheduling program based on the schedule below which shall include three (3), four (4) calendar month periods between July 1st and June 30 each year as below:

Employees may use their seniority in vacation selection prior to March 1st (scheduling date) for the months of July 1st until October 31st.

Employees may use their seniority in vacation selection prior to July 1st (scheduling date) for the months of November 1st until February 28.

Employees may use their seniority in vacation selection prior to November 1st (scheduling date) for the months of March 1st until June 30.

The vacation schedule for each period shall be posted no later than one month after the scheduling date for that period has elapsed and the vacation schedule shall not be changed unless mutually changed by the employer and the employee.

(d) Once the vacation is approved, it is the responsibility of management to fill the shift.

18.02 Work During Vacation

If 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 either:

i. Be paid at the rate of one and one-half (1-1/2) times their basic straight time rate for all hours so worked, with vacation day replaced to the vacation bank; or,
ii. Receive pay for their vacation day and be paid time and a half for all hours worked.

18.03 Illness During Vacation

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

Where an employee's scheduled vacation is interrupted due to illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, with appropriate medical documentation.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, with appropriate medical documentation.

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, but

rather against their sick time.

18.04 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 13.04.

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 19 - HEALTH & WELFARE

19.01

i. Insured Benefits

The Employer shall pay the cost of premiums of the following benefits for all full-time regular employees which shall be subject to the terms and conditions of the governing master insurance policies in the percentages indicated below.

a. One-hundred percent (100%) of the present hospital and life insurance benefits including A.D. & D., in force in the County of Huron.

b. One-hundred percent (100%) of the Major Medical Insurance Plan in force in the County of Huron. This benefit plan consists of 'mandatory generic' drug substitution.

c. One-hundred percent (100%) of the Optical Plan in force in the County of Huron, the benefit to be four hundred and fifty dollars ($450.00) effective January 1, 2021.

d. Seventy-five percent (75%) of the Preventative Basic Dental Plan in force in the County of Huron, with a 6 month recall and current ODA rates.

e. Notwithstanding the above an Employee Assistance Program shall be provided for all employees.

ii. Insured Benefits for Early Retirees

Employees, who qualify for normal or unreduced early retirement under the OMERS rules in effect on the date of their retirement, may be eligible to receive the following benefit coverage:

a. The present hospital insurance benefits and five-thousand ($5000.00) of Group Life Insurance in force for the County of Huron.

b. The Major Medical Insurance Plan in force for the County of Huron. This benefit plan consists of 'mandatory generic' drug substitution.

c. The Preventative Basic Dental Plan in force for the County of Huron, with a six (6) month recall and current ODA rate.

The premium cost for benefits will be shared between the Employer and the employee with the Employer paying seventy-five percent (75%) and the employee paying twenty-five percent (25%). These benefits will be available until the employee reaches the age of sixty-five (65). The employee will be responsible for paying their portion of the benefits premium within sixty (60) days of the employer issuing the invoice, to the last address on record with the employer.

Each employee and the union will receive a copy of their benefit booklet identifying current coverage (Billing Division No. 55625).

19.02 Change of Carrier

The Employer may at any time substitute another carrier for any insured plans provided that the coverage will be equivalent to the plan presently in effect. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and the Union will ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

19.03 Pension

All present employees enrolled in the OMERS pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

19.04 Benefits for Full-Time Employees

- Psychological services $3,000 per employee per year; $1,500 per dependent per year
- Chiropractor services $600 per year;
- Massage services $600 per year;
- Osteopath services $350 per year;

19.05 Benefits for Part-Time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an agreed upon amount as stipulated in this agreement, per hour to their regular straight time hourly rate for all straight time hours paid.

The in-lieu benefit amount for the term of this agreement is 10% of straight time hourly rate, effective date of ratification.

19.06 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 in a quarterly basis into a trust fund established and administered by CUPE for this purpose.

19.07 Legal Support

The Employer agrees to maintain Legal Expense Insurance for all Paramedics who have acted in good faith while performing the duties of a Paramedic for the County of Huron.

ARTICLE 20 - HEALTH & SAFETY

20.01

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

(b) Recognizing its responsibilities under applicable legislation, the Employer agrees to accept members of its occupational health and safety committee, one (1) representative per base selected or appointed by the Union from amongst bargaining unit employees.

(c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.

(d) The Employer agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its duties.

(e) Meetings will be held every three (3) months or at the call of a co-chair if required. The committee shall maintain minutes of all meetings and make the same available for review.

(f) Any representative appointed or selected shall serve a term of two (2) calendar years from the date of appointment which may be renewed for a further two (2) years. Time spent for such representative(s) to attend meetings of the Occupational Health & Safety Committee, in accordance with the foregoing, shall be granted. Where a representative is working a scheduled shift, time spent attending such meetings shall be deemed work time for which the representative(s) shall be paid by the Employer at their regular straight time hourly rate for the actual length of the meeting, plus two (2) hours of prep time. Representatives required to attend meetings where they are not regularly scheduled, shall be paid for the time spent in the meeting, but no less than four (4) hours (inclusive

of prep time) at their regular straight time hourly rate.

(g) The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.

(h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such transfer is not feasible, the pregnant employee, if they request, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in the Pregnancy leave clause (FT/PT).

(i) Where the Employer identifies high risk areas where employees are exposed to contagious diseases such as Hepatitis B, the Employer will provide an appropriate vaccine.

Through this round of bargaining the Parties have agreed to a Letter of Agreement with regard to Influenza Outbreaks. The Union had filed a number of grievances on the issue and the parties have agreed to resolve these grievances by providing 50% of the redress asked on each of the grievances, which is different based on the individual grievances. The employer has also agreed that any unpaid time as a result may be offset by the employee using lieu-time or vacation. Therefore, the employer and union will work together to achieve the above resolve upon ratification.

20.02 Workplace Harassment

The Parties recognize that employees may be exposed to unwelcome behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.

As a result, the County has developed On the Job Policy – Respect in the Workplace and it is currently in force and is subject to change from time to time.

20.03 Influenza Outbreak and Vaccinations/Antiviral Medications

The parties agree that influenza vaccinations and/or antiviral medication may be beneficial for employees and the community at large. Upon notification of an Influenza Outbreak pertaining to the Employer from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

(a) The Employer recognizes that employees have the right to refuse any vaccination/antiviral medication.

(b) Antiviral Medication- At the start of the flu season employees will be required to sign a declaration they have a prescription in their possession for this medication and a copy of the prescription will be provided to the employer upon request or alternatively sign they will not be taking this medication. Employees with this medication will carry it with their PPEs while on the job and in the event the Medical Officer of Health declares an Influenza Outbreak, employees who have agreed through their declaration shall take the antiviral medication upon

written notification by the employer of the declared outbreak.

(c) If an employee has refused to take the recommended vaccine and antiviral medication under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they 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 reassignment will not adversely impact the scheduled hours of other employees.

(d) If an employee has refused to take the recommended vaccine and anti viral medication because they are medically contra-indicated, and where a medical certificate is provided to this effect, they based on seniority 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.

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

(f) If the full costs of such vaccine/antiviral medication are not covered by some other source, the Employer will pay the full costs for the vaccine/antiviral medication 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/antiviral medication.

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

20.04 Quarantine

Time lost by full time employees as a result of being quarantined by the Medical Officer of Health, or their designate, because of a job-related exposure received while performing work for the County of Huron shall be compensated at their regular rate of pay for up to ten (10) regular scheduled shifts following the quarantine order. Should the employee be absent for more than ten (10) regular scheduled shifts, the absence shall be compensated in accordance with Article 14 for the duration of the illness. Part time employees will be paid based on pre-scheduled shifts in the twenty-one (21) day period following the quarantine order but not more than ten (10) regular scheduled shifts.

ARTICLE 21 - UNIFORMS & MEAL ALLOWANCES

21.01 Uniforms

The Employer agrees to make available as a minimum the below items (subject to the availability products that meet requisite safety standards):

(a) Dress shirts
(b) Pants
(c) Golf Shirts

(d) Toque
(e) Belt
(f) High visibility fleece

Each new employee upon hiring will be issued the following:
1. Dress and/or Golf shirts – three (3)
2. Pants – three (3)
3. Toque – one (1)
4. High visibility fleece – one (1)
5. Snow Pants – one (1)

21.02 Each employee will be required to replace their uniform items based on a point system. Points are awarded to the employees on January 1st of each year.

(a) Full-time employees will be eligible for 420 points per year,

(b) Part time employees will be awarded a minimum of 210 points per calendar year or a prorated portion of the 420 points based on seniority hours earned worked in the previous calendar year,

(c) Points are used to acquire approved uniform items at the Employer's cost,

(d) The Employer will produce a catalogue of approved items that the employee will select the uniform items from. It is agreed that the Catalogue will include all items listed above as well as items determined by the Labour/Management Committee.

(e) Regular replacement uniform orders will be placed by March 1st each year however, emergency replacement orders will be accepted at any time upon proof a replacement is required.

(f) The Employer may determine individual employee issue if the uniform is in poor condition and continues to be worn by the employee,

(g) Employees will be allowed to carry up to one hundred (100) unused points from one year to the next.

Each employee upon hiring will be issued the following items which will be replaced as noted. These items are not to be considered part of the point system:

i. High visibility vest – replaced at management discretion

ii. Safety helmet with eye protection – replaced at management discretion

iii. Advantage 200 N-95 mask – replaced at management discretion

iv. All season high visibility jacket – every 5 years for full-time employees and as needed for part time employees (not prior to 5 years for part time).

The employees shall wear the uniform as designed by the Employer during work hours and at no time, save and except when the employee is going directly to work from home, or directly home from work, or as approved by the Employer for special functions.

The Employer will provide a list of items with points.

The uniform shall be the property of the Employer and if an employee ceases employment for any reason, the current issued, shall be returned to the Employer.

Upon written request, the Employer will permit full-time EMS staff to utilize their annual uniform allotment towards the purchase of a dress uniform.

Any dispute, changes, amendments to the above will be dealt with through the Labour/Management Committee and failing resolution shall be referred to a mutually agreed to Arbitrator for resolution.

21.03 Meal Allowance

Full-time employees will receive a meal allowance of five hundred dollars ($500.00) per year, payable at the rate of one-hundred and twenty-five dollars $125.00) at the conclusion of each calendar quarter.

Part-time employees will receive a prorated payment based on their hours worked per calendar quarter, up to a maximum of one-hundred and twenty-five dollars $125.00) per quarter.

This expense will cover all expenses for meals. It is understood that employees who are absent from the workplace for thirty (30) consecutive calendar days or more shall have their expense allowance prorated.

21.04 Boot Allowance

Full-time employees will be reimbursed up two hundred dollars ($200.00) per year for safety boots, upon submission of employee's receipts. Part-time employees will receive a prorated reimbursement based on their hours worked the previous year, up to a maximum of two hundred ($200.00) per year for safety boots, upon submission of employee's receipts.

ARTICLE 22 - COMPENSATION

22.01

(a) Weather Bound Expenses

In the event an employee on duty is weather bound overnight due to authorized road closing under the Highway Traffic Act, the employee shall contact the Superintendent for instructions and the Superintendent may direct and pay for authorized hotel/motel accommodations or designate an alternate route to return to the station involved instead of overnight accommodation.

In the event overnight accommodation is authorized, the employee's duty hours shall cease at the end of the scheduled duty shift and shall resume only upon commencement of the return journey, for which payment will be made at regular hourly rates.

In this event, if the employee misses any scheduled duty hours, the employee shall be reimbursed for those hours.

(b) Job Classification

In the case of a new classification or substantial change to an existing job classification, the Employer will meet with the Union to negotiate the wage rate. The new wage rate will become effective on the date the new classification commenced. If there is no agreement to a wage rate, either party may refer the matter to arbitration within fifteen (15) days of the date on which the wage rate was discussed.

(c) 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 local Union of the rate of pay pursuant to Article 22.01(b) above.

22.02 Assignment of Duties from Another Classification

Where the Employer revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

(a) An employee who occupies a position which is revised in accordance with this Article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Employer of such limitation.

(b) In the event an employee presently occupying a position, which is revised in accordance with this Article, requires additional training to perform duties of the revised position, the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational

background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

22.03 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 they 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 they do not exceed the wage rate of the classification to which they have been promoted).

22.04 Wages and Classification Premiums

All employees will be paid bi-weekly on every second Thursday for the payroll period ending on the previous Thursday. In the event a paid holiday falls on a regular day, then the employees will be entitled to be paid one (1) full banking day immediately preceding the normal pay date. Part-time employees will be paid their vacation pay each pay as it is earned and will be included on their regular pay deposit.

The system of payment will be a direct deposit service by which the employee's wages will be directly deposited into their personal deposit account on a confidential basis. In conjunction with the direct deposit system, the Employer shall provide to each employee a pay statement on which there will be year to date information for Pension, Income Tax, Canada Pension, Employment Insurance Premiums, as well as information relating to the gross and net earnings calculation of the pay period in question.

The wage rates in effect for the duration of this Collective Agreement shall be set forth in Schedule "B" attached to and forming part of this Collective Agreement. All wages will be expressed as an hourly rate.

ARTICLE 23 - DURATION

23.01 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, 2025. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

Dated at Goderich, Ontario, this 5th day of July, 2023.

FOR THE EMPLOYER:

Warden Glen McNeil

Meighan Wark, CAO

Susan Cronin, County Clerk

Lara Vanstone, Director Human Resources

Jane Anderson, Senior Manager Human Resources

FOR THE UNION:

Mel Andrews

Brian Rockwood

James Dausett

Adam Robinson

Matt Alloway

SCHEDULE "A"

Short Term Sick Leave Plan

(The below is subject to the overall Plan negotiated in 2011 by the Parties)

Definitions:

- "Eligible Employee" ~ Permanent full-time who have completed their probationary period as per Article 10 of the Collective Agreement.

- "Appropriate Medical" ~ In order to be eligible to collect short term disability benefits the 'treating' physician or 'treating' nurse practitioner must complete the required form within the required time frame (see "Procedure").

- "Eligible Grandparented Employee" ~ Employees who meet the definition above and were employed by the County of Huron on December 31, 2011. Permanent part time employees who were employed by the County of Huron on December 31, 2011 and become full-time at a later date will be able to convert their hours of 'continuous service,' which pre-dated December 31, 2011, to the equivalent in full-time hours so to be eligible to collect under the 'grandparented benefits' section of this policy.

  Note: Any hours served, in either a full-time or part time role will not contribute to the calculation of an employee's grandparented status on or after January 1, 2012. Your 'grandparented entitlement' based on your continuous service with the County of Huron as of December 31, 2011 is frozen.

- "Work Day" ~ As defined in article 15.01 of the Collective Agreement.

- "Day" ~ Work day

- "Acceptable Attendance" ~ As defined, within the terms of the collective agreement and not by the entitlement allotted in this plan.

- "Sick Day" ~ Any day or part of a day where an employee is absent or leaves work due to an injury or illness, in which a 'sick credit' must be used.

- "Active Regular Work Day" ~ (regular attendance) ~ A day where the employee is at work, performing their regular and scheduled duties. A scheduled/pre-approved day away from work for the purposes of WSIB, quarantine, family responsibility leave, vacation, paid holidays, lieu time, bereavement leave, jury & witness duty or union business leave, is the same as an active regular work day. Each "active regular work day" shall be based and calculated on the employee's normal scheduled daily hours.

- "Continuous Regular Work" ~ As defined above (Active Regular Work Day), however the active regular work days must be continuous or without interruption. A sick day, a vacation day that was not scheduled/pre-approved

constitutes an interruption of continuous regular work.

- "Modified Work Schedule"- a work schedule that allows an employee to receive full wages while performing work within the employee abilities stated in the medical documentation provided by the treating physician. This work schedule will be drafted by the County, the Employee and the Union and will take into consideration the Employee's pre-injury/illness work schedule and location. Employees deemed to be contagious or at risk of increased illness or injury as stated in the medical documentation provided by the treating physician will not be required to perform modified work.

Plan:

Entitlement

3.20.1 Eligible employees will receive, for every calendar month of regular attendance, sick credits at the rate of 10.5 working hours. Sick credits are cumulative to a maximum of 126 working hours.

3.20.2 For an employee to earn sick credits in a calendar month, seventy-five percent (75%) of the employee's normal scheduled working hours in a calendar month and must be "active regular work days," which constitutes regular attendance for the purpose of earning sick credits in a given month under this plan.

3.20.3 Sick leave credits are to be used when an employee is absent from work due to their own illness or injury only. Should an employee not have enough sick credits to bridge their wage until they are eligible to collect short term disability benefits, they will have the option of using toil, vacation or no-pay days.

3.20.4 Short term disability (STD) benefits for eligible employees begin on the 49th consecutive hour of absence from work for an injury or illness to one's self. To be eligible to receive entitlement under the STD plan the employee must provide the employer with the 'appropriate medical' on or before the 120th hour from the first hour of applicable absenteeism or when requested by the Employer.

3.20.5 Upon entrance into the STD plan, employees will receive seventy-five percent (75%) of their regular wage until they return to work.

3.20.6 The STD plan begins on the 49th consecutive hour of absenteeism from work due to illness or injury and continues until the employee has been absent from work for seventeen (17) consecutive weeks in total provided satisfactory and appropriate medical documentation is provided. At the end of 17 weeks the employee will be eligible to apply for the long-term disability plan (provided by third party carrier).

3.20.7 When the Employer requests or requires any additional medical documentation other than the initial "appropriate medical documentation" to be eligible for the STD Plan, the Employer shall pay 100% for the costs of such additional medical documentation.

Grandparented Entitlement

3.20.8 Eligible grandparented employees' will be allotted 126 sick hour credits on January 1, 2012. Thereafter, articles 3.20.1, 3.20.2, 3.20.3, 3.20.10 are in effect as it relates to the accumulation and use of sick time credits.

3.20.9 Short term disability (STD) benefits for eligible grandparented employees begin on the 49th consecutive hour of absence from work due to illness or injury. To be eligible to receive entitlement under the STD plan the employee must provide the employer with the 'appropriate medical' on or before 120th hour of consecutive absenteeism or when requested by the Employer.

3.20.10 Short Term Disability Benefits for grandparented employees, as per the schedule below, will commence on the 49th consecutive hour of absence from work due to illness or injury. Benefits will be payable for a period of up to 17 weeks in total (includes the 48 hours of sick leave) provided appropriate medical documentation is supplied to the Human Resource department.

Length of Service (as of Dec. 31, 2011)	**90% of Salary**	**75% of Salary**
less than 3 years	3 weeks	13 weeks
3 years but less than 4 years	4 weeks	12 weeks
4 years but less than 5 years	5 weeks	11 weeks
5 years but less than 6 years	6 weeks	10 weeks
6 years but less than 7 years	7 weeks	9 weeks
7 years but less than 8 years	8 weeks	8 weeks
8 years but less than 9 years	9 weeks	7 weeks
9 years but less than 10 years	10 weeks	6 weeks
10 years but less than 11 years	11 weeks	5 weeks
11 years but less than 12 years	12 weeks	4 weeks
12 years but less than 13 years	13 weeks	3 weeks
13 years but less than 14 years	14 weeks	2 weeks
14 years but less than 15 years	15 weeks	1 weeks
15 years or more	16 weeks	0 weeks

*For the purpose of calculating service above, any partial year of service will be calculated as a full year of service.

3.20.11 An eligible grandparented employee's entitlement will be frozen as of December 31, 2011.

3.20.12 Should a grandparented employee cease to work full-time as per article 2.02 of the Collective Agreement after January 1, 2012, they will no longer be considered an 'eligible' grandparented employee and will not be entitled to benefit under the section "Grandparented Entitlement."

3.20.13 Should a current Part Time employee secure a Full-time position now or in the future, they shall be grandparented as per 3.20.10 above based on their length of service as of December 31st, 2011.

Emergency Leave Provisions

3.20.14 Employees are entitled to a total of 10 days of unpaid leave per calendar year for any of the following reasons:

- Death, illness, injury or medical emergency' or an urgent matter that concerns:
  - The employee's spouse or same-sex partner;
  - A parent, step-parent or foster parent of the employee, employee's spouse or employee's same sex partner;
  - A child, step-child or foster child of the employee, employee's spouse or employee's same sex partner
  - A grandparent, step grandparent, grandchild or step-grandchild of the employee, employee's spouse or employee's same sex partner;
  - The spouse or same sex partner of a child of the employee;
  - The employee's brother or sister.

3.20.15 Employees may be required, at the employer's sole discretion, to provide appropriate documentation or other evidence to show entitlement to any emergency leave. An emergency leave which lasts any part of a day will be counted as one full day's emergency leave.

General Provisions

3.20.16 An Attending Physician Assessment form completed by the treating physician or treating nurse practitioner is required for all absences due to illness or injury at the 49th consecutive hour of absenteeism. Thereafter, the Human Resource department will request medical certification as deemed necessary.

3.20.17 The County of Huron reserves the right to require appropriate and satisfactory proof of illness before any Short-Term Disability benefits are granted. If the required medical information is not provided within the time specified, Short Term Disability benefits may be withheld until appropriate medical information is obtained. For an absence of 48 hours or less, the County of Huron reserves the right to request medical information.

3.20.18 It is the employee's responsibility to provide appropriate medical documentation. An Attending Physician Assessment form or a similar form which provides the employer with an assessment of the employee's capabilities and limitations (relevant to the injury/illness), as well as a prognosis is considered appropriate medical documentation. Retroactive notes will not be accepted except in exceptional circumstances, as deemed by the employer. Failure to provide appropriate medical documentation may result in denial or loss of entitlement for STD benefits. The employer shall make available all necessary forms in each workplace. Benefits will

not be withheld should the employer determine the medical documentation provided by the physician is deemed unacceptable, however it remains the responsibility of the employee to acquire appropriate medical as soon as reasonably possible.

3.20.19 To be eligible and remain eligible for Short Term Disability benefits the employee must be under the continuing appropriate care of a physician and not engaged in any occupation or employment for wages, for the County of Huron or others, except for the purpose of rehabilitative employment as approved in writing by the County of Huron and except where the employee has the functional ability to complete work for different work/employment.

3.20.20 Illnesses forecasted to last over 45 days are expected to be under the treatment of a medical professional specializing in the related discipline.

3.20.21 The County of Huron reserves the right to require Independent Medical Examinations and/or Functional Abilities Evaluations to clarify an employee's capabilities and limitations (relevant to the injury/illness), as well as a prognosis.

3.20.22 If an employee who has been on Short Term Disability benefits returns to active regular work, and subsequently returns to a Short-Term Disability absence, the absence will be deemed a recurrence and the employee will continue to be paid under the Short-Term Disability plan for the remainder of the 17-week period if:

- The employee has previously received Short-Term Disability benefits;
- The subsequent period of Short-Term Disability is due or related to the previous illness or injury;
- The subsequent period of Short-Term Disability is not separated from the preceding period by more than 2 weeks.

The employee must be at work, performing meaningful work for more than 2 weeks for the injury/illness (absence) not to be considered a recurrence.

3.20.23 An employee returning to work on a modified work schedule will receive regular wages for hours worked and Short-Term Disability benefits for the remaining hours in the schedule of daily hours.

3.20.24 The employee can be returned to their position provided it meets the medical needs and limitations of the employee's functional abilities. The County of Huron has a duty to accommodate the functional abilities without undue hardship. An employee who refuses to return to work and does not have appropriate medical evidence to be absent will have their STD benefits terminated and the County of Huron reserves the right to review the employee's employment.

3.20.25 When determining the employee's ability to return to work, either full-time or on modified duties (including modified hours), the Human Resource department will utilize the recommendations made by the treating medical practitioner via the Attending Physicians Assessment Form (attached as "Appendix A"). Ultimately it is the responsibility of the employer to provide suitable modified duties, in consultation with the Union and/or in consideration of the relevant medical on hand.

3.20.26 If after being paid under the Short-Term Disability plan the employee receives payment from any other source of compensation for the lost time, including any compensation from the Workplace Safety & Insurance Board (WSIB) the employee must notify the County of Huron immediately. Based on eligibility, the amount of their regular Short-Term Disability provision may have to be reimbursed to the County of Huron.

3.20.27 An employee must not collect benefit from both the WSIB or from a benefit defined/governed in this plan. Should an employee injure themselves at work, or suspect they were injured at work, they must immediately report the injury and details to their Superintendent and the Human Resources department. Failure to report a work-related injury or purposely collecting benefits under this plan for a injury sustained at work may result in loss of entitlement under either/both plans and may include discipline and/or termination.

3.20.28 Where in an employee's scheduled vacation is interrupted due to illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, with appropriate medical documentation. In a case where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, with appropriate medical documentation. 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, but rather against their sick time. This article applies to 'eligible' employees only (as defined in this plan).

3.20.29 In a case where an employee may be entitled to sick benefits from an alternative provider (first payer) (doesn't include EI sick leave benefits), the employee is obligated to notify the employer and pursue entitlement to said benefits to the best of their ability (for example, seeking loss of income insurance from an automobile insurance policy should the employee be in an accident). The County of Huron will pay the difference (if any) between the benefit the employee would be entitled to, as per the terms of this plan, and that which is received from the alternative provider. In such case, the employee may collect from the employer under the condition that all monies received by the employee from the alternative benefit provider is reimbursed to the County of Huron up to the amount that they are entitled by this plan. This section (3.20.30) is not applicable to an alternative provider if an employee has paid additional premiums for insurance that would provide such sick benefits or top up to such sick benefits and therefore the employee would be entitled to STD under this plan.

3.20.30 Annual paid vacation and lieu time entitlement shall be prorated for a disability period greater than thirty (30) calendar days but service continues to accrue for all purposes for a period not to exceed 30 consecutive calendar months of absence.

3.20.31 We encourage all employees to minimize carried-over vacation days, upon returning from short or long-term disability leaves, so they may avoid being directed to use

vacation at the end of the vacation year. The employer will upon the employee's return to work, schedule any remaining vacation with the employee at a mutually agreeable time.

Exclusions and Limitations

3.20.32 No benefit is payable for the following:

- Self-inflicted injuries;
- Committing or attempting to commit an assault or criminal offence or while serving a prison sentence;
- Surgery of a cosmetic nature (not covered under the provincial health plan). Neither the date of surgery nor the recovery period is covered under this plan;
- Failure to provide satisfactory proof of disability (appropriate and satisfactory medical) to the County of Huron;
- Failure to comply with proposed treatment;
- Any period of disability that commenced while any employee was not insured under this plan;
- Work related accident or sickness for which a WSIB claim has been established; **To clarify if an employee has WSIB claim established but has the benefits revoked for non co-operation with their rehab or RTW, they would not be eligible under the STD Plan for benefits.
- Any period of disability during a 'specified period' of maternity leave absence. A 'specified period' meaning by mutual agreement between the employee and employer or any period that the employee is eligible, or would have been eligible upon proper application, to collect Employment Insurance benefits. A pregnant employee would still be eligible for STD benefits under this Plan during the EI eligibility period mentioned above, if it is medically determined and the appropriate medical is provided to the employer accordingly that the illness or injury is unrelated to the pregnancy and they are not in receipt of EI benefits already.
- When a disability begins while an employee is on a leave of absence, Short Term Disability benefits will not commence until the completion of the employee's scheduled leave. An employee may not shorten a previously scheduled leave in order to qualify for Short Term Disability benefits at an earlier date. In such cases the provisions of the Short-Term Disability Plan are applied as if the employee became disabled on the day scheduled to return to work.
- Injuries acquired through acts of war (whether war has been declared or not), participation in a riot;
- While not receiving treatment for the use of drugs or alcohol when the illness results from the employee's use of these substances;

3.20.33 Disability Benefits will cease when the employee:

- Returns to full-time work;
- Fails to participate in suitable modified duties offered by the employer;

- Fails to provide the required appropriate medical documentation;
- Fails to follow an appropriate medical treatment and rehabilitation program;
- Ceases employment.

The Employee has the responsibility to:

- Attend work for all scheduled shifts when not either ill or injured;

- Communicate, via phone, as early as possible to their Superintendent or designate on their absence on the first day of illness/injury with an explanation about the expected duration of the absence. If the employee is too ill to phone, they are expected to have someone make the call on their behalf;

- Provide the information required on the 'Absence from Work Report';

- Provide appropriate medical (as defined in this plan) once the employee expects to be off for 120 consecutive working hours or more or is off for 120 consecutive working hours or the employer so instructs the employee to provide said medical;

- Communicate on a regular basis as required with their manager and the Human Resource department once on the STD plan and provide requested documents in a timely manner, thus enabling the County of Huron to monitor and manage the absence;

- Comply with the possibility of having to be examined by a specialist mutually agreed to, in the case where more information is required;

- Participate in a return to modified work and/or schedule, and be open to discuss with the Department Head, the Human Resource department and a designated Union Representative, the type and availability of suitable accommodation for their medical condition.

- Report any injury occurring on the job their Department Head or Superintendent immediately, who in turn will contact the Human Resource department, and if required, seek medical attention as soon as possible.

Claiming sick benefits under false or misleading circumstances and/or failure to adhere to the provisions, processes or responsibilities as named in this plan may result in loss of entitlement of sick day pay, short term or long-term disability benefits and may result in discipline and/or termination.

SECTION B
Long-Term Salary Continuance Plan

1. The foregoing Long-Term Salary Continuance Plan is provided subject to the prevailing contract conditions and limitations of the insurance policies in effect at the time of disability.

2. This Plan (Section B) will provide income of sixty-six and two thirds percent (66⅔ %) of the then current salary or wages for the job classification and increment level in which the employee was at the time of commencement of illness or accident; integrated with the Canada Pension Plan disability benefits. (Seventy percent (70%) for those employees with over twenty (20) years' service). The monthly maximum amount payable under this provision will be $6,000 per month.

3. Benefits begin on the eighteenth (18th) week after disability commences and are payable to age sixty-five (65) or recovery, whichever occurs first.

4. All vacation must be taken prior to retirement at age sixty-five (65), or as mutually agreed upon.

5. There will be no vacation credits, vacation pay or statutory holiday pay during the Long-Term Disability portion of this Plan.

6. Where provided under the terms of the insurance contract, all employee benefits remain in force.

7. An employee must not engage in any other occupation or employment for wage or profit without the specific permission of the Employer and the insuring carrier.

8. An employee must be under the regular care and attention of a legally qualified physician or surgeon and the Employer and the insuring carrier have the right to require any additional medical evidence pertaining to the disability, and have the right to request a medical examination by their designated physician or surgeon.

9. The County will assume the full cost of the premiums of the Long-Term Salary Continuance Plan.

SCHEDULE "B"
"PCP"

Date	Start	1092 Hours	3276 Hours
January 1, 2023	$41.57	$42.20	$42.85
January 1, 2024	$42.71	$43.36	$44.03
January 1, 2025	$43.67	$44.34	$45.02

LETTER OF AGREEMENT
between
County of Huron Paramedic Services
and
CUPE Local 4513

RE: Coaching File

The Huron County Paramedic Services coaching file is designed to educate the employee on the policies, standard operating procedures and current Collective Agreement of Huron County. The coaching file is a non-disciplinary tool that management can exercise to notify the employee of an occurrence that doesn't meet with Huron County Paramedic Services standards.

The coaching file is accessible to all Superintendents and can be viewed by the employee in an email form. Three cumulative policy and procedure occurrences can lead up to and may result in a verbal warning. Notification of an infraction shall be provided to an employee by the Superintendent who identified the infraction within three (3) calendar days and this Superintendent shall provide a date for a Coaching Session to discuss the infraction. The coaching summation will be copied to the employee within three calendar days. It can be used by Superintendents in performance appraisals for pointing out deficiencies employees need to improve on. Any coaching session will be removed from the record of an employee 12 months from the incident which initiated the coaching session.

No grievance will be accepted on any coaching session(s) prior to the initiation of the disciplinary process. The coaching file is a non-disciplinary tool; however, Huron County may choose to support subsequent discipline by relying on a coaching session(s) but may only rely on the sessions on record which have been communicated in person by the Superintendent to the employee. Should a grievance be filed on the subsequent discipline, in addition to the merits of the grievance these coaching sessions may be challenged in the grievance at that time, without regard to any time limits listed in article 7 of the Collective Agreement.

Dated at Goderich, Ontario, this 5th day of July, 2023

FOR THE EMPLOYER:

Warden Glen McNeil

Meighan Wark, CAO

Susan Cronin, County Clerk

Lara Vanstone, Director Human Resources

Jane Anderson, Senior Manager Human Resources

FOR THE UNION:

Mel Andrews

Brian Rockwood

James Dausett

Adam Robinson

Matt Alloway

LETTER OF UNDERSTANDING
between
County of Huron Paramedic Services
and
CUPE Local 4513

RE: Partial Shifts

Employees may request to utilize Vacation, Holiday or Banked Time at less than twelve (12) hours off, which will create partial shifts. A partial shift shall be no less than six (6) hours in duration and shall be subject to operational demands. All partial shift time off requests approvals shall be subject to, the acceptance of a Part-time employee to fill the partial shift and there shall be no overtime incurred as a result. These time off requests shall not be unreasonably denied.

Dated at Goderich, Ontario, this 5th day of July, 2023

FOR THE EMPLOYER:

Warden Glen McNeil

Meighan Wark, CAO

Susan Cronin, County Clerk

Lara Vanstone, Director Human Resources

Jane Anderson, Senior Manager Human Resources

FOR THE UNION:

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LETTER OF UNDERSTANDING
between
County of Huron Paramedic Services
and
CUPE Local 4513

RE: Job Share

Preamble
Whereas it is the intent of the County of Huron (Paramedic Services) to recognize the life pressures on its employees and the corresponding impact on their jobs, it is also understood that the County remains committed to providing its services uninterrupted and responsibly both fiscally and operationally.

Job-Sharing

1. Job-sharing is defined as an arrangement whereby a full-time employee shares the hours of work of what would otherwise be one full-time position, with another employee.

2. The County of Huron (Paramedic Services) will consider job-sharing up to two full-time permanent positions within the bargaining unit per year, under the following provisions:

    (a) Approval of a job share including length of term remains the sole discretion of the County of Huron (Paramedic Services) without recourse or redress.

    (b) Job-sharing agreements will be for a maximum of twelve (12) months. However, following a review and subject to the agreement of all parties, job-sharing agreements may be extended.

    (c) All requests for job share must be made in writing to the Chief or their designate and signed by the requesting Full-time employee no later than sixteen (16) weeks prior to commencement of the job share.

    (d) "Ownership" of the job will rest with the Full-Time employee requesting the job share. However, for the duration of the job share, the Full-Time employee will be classified as a part time employee.

    (e) The Employer will post the other half of the Job Share opportunity.

    (f) It will be awarded by seniority as per the Collective Agreement. The successful candidate will retain ownership of their job but will be classified as a part time employee for the duration of the job share.

    (g) Subject to the operational needs of the Employer, the job being vacated as a result of the job share will be posted in accordance with the Collective Agreement.

(h) Review of the job share arrangement shall be the responsibility of the Chief or their designate, in consultation with Human Resources and the Union, and shall be ongoing throughout the arrangement.

(i) Duties will be divided equally between the two parties and they are expected to fulfil all of the obligations of the full-time position. Each job share participant will be scheduled an equal number of hours every two pay periods, on a rotating schedule.

(j) Wage increments will occur as per the Collective Agreement.

Benefits entitlements shall be provided as follows:

1. Employees involved in a job share shall have all the same rights and benefits normally afforded to part time employees, including vacation, pay in lieu of benefits and statutory holidays. For clarity, Full-Time job-sharing employees shall have their vacation entitlement pro-rated upon the start date and end date of the job-sharing arrangement. Any banked vacation time can be used during the job-sharing arrangement. At the commencement of the job-sharing arrangement, and thereafter until the conclusion of the job-sharing arrangement, the employees shall receive vacation pay in accordance with Article 18.01(b).

2. Job-sharing participants retain their seniority accrued to the date of entry into the arrangement and thereafter accrue seniority on the part time list as per Article 10.02 of the Collective Agreement.

3. Job-sharing participants shall be eligible, but will not be required, to be assigned to ad hoc shifts that come available outside of their job-sharing arrangement, subject to Article 15.03 and shall not be subject to Article 2.04.

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

Terminating the Arrangement:

1. A job-sharing participant wishing to end the job-sharing arrangement must provide the Chief or their designate with at least sixteen (16) weeks' notice. In the event the employee who originally requested the job share wishes to leave the job share position,

2. If the Full-time employee who "owns" the full-time position gives notice to end the job share:
    - The employee who "owns" the full-time position will resume the full duties of the position.
    - The other job-sharing partner shall return to their previously held position.
    - If the Full-time employee leaves the County's employment, the job-sharing partner will assume the position on a full-time basis for the duration of the transition period while the Full-time job is posted and filled.

If the job share partner gives the sixteen (16) weeks' notice to end the job share:

- The employee who "owns" the full-time position will resume the full duties of the position while the job share is posted and filled.

3. Job share arrangements may be terminated by the Employer or the Union without recourse or redress. Any party to the arrangement wishing to terminate the job share must notify the Chief or their designate no later than sixteen (16) weeks prior to the desired termination date. If it is the desire of the County of Huron (Paramedic Services) to terminate the arrangement they will notify the participating employees no later than sixteen (16) weeks prior to termination. Upon termination of the job-sharing agreement by the Employer or the Union, the job-sharing participants shall return to their previously held positions.

Dated at Goderich, Ontario, this 5th day of July, 2023.

FOR THE EMPLOYER:

Warden Glen McNeil

Meighan Wark, CAO

Susan Cronin, County Clerk

Lara Vanstone, Director Human Resources

Jane Anderson, Senior Manager Human Resources

FOR THE UNION:

Mel Andrews

Brian Rockwood

James Dausett

Adam Robinson

Matt Alloway

APPENDIX "A"

HURON
COUNTY

Dear Employee,

We are sorry to hear of your injury and we hope that your recovery will be swift and complete. We realize that this is both a difficult and stressful time, and we wish to offer you our support any way we can.

It is the policy of the County of Huron to make all reasonable efforts to provide suitable employment to an employee who suffers a workplace injury. In order to do so, please ensure you receive a Form 8 from your first visit to your health care practitioner, which will assist us in developing a return to work program that is safe, suitable and within your capabilities. A copy of this form needs to be faxed to (519) 524-4172 or delivered directly to Human Resources immediately following medical treatment.

In nearly every case, we will be able to immediately accommodate you within your limitations and capabilities as prescribed by your health care practitioner. Therefore, **we do expect that you will be present for your next scheduled shift** and be prepared to commence modified duties. Please note that you are required to notify both your immediate supervisor and Erin Thomson, Safety & Wellness Supervisor after an incident occurs. If you can not reach me in my office, we would ask that you reach me on my cell phone at (519) 440-2087.

Included in this package is a Functional Abilities Form which you will use on follow up visits. There is a summary of the responsibilities for employees, employers and health care professionals on page 4 of the form. Please familiarize yourself with your responsibilities.

Our responsibility under the Workplace Safety and Insurance Act and our goal is to work with you to have to return you to your pre-injury position as soon as possible.

If you have any questions, please contact me at (519) 524-8394, extension 3261.

Sincerely,

Erin Thomson

Erin Thomson
Safety & Wellness Supervisor

Human Resources
Corporation of the County of Huron, 1 Courthouse Square, Goderich, ON N7A 1M2 CANADA
Tel: 519.524.8394 Fax: 519.524.4172 Toll Free: 1.888.524.8394 (519 area only) www.huroncounty.ca