

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 147**

and

**Middlesex-London Emergency Medical
Services Authority**

DURATION: January 1, 2021 – December 31, 2024



Sector 01
1-147-5127-20241231-01

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COLLECTIVE AGREEMENT

BETWEEN:

MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY
(hereinafter referred to as the "Company")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 147
(Hereinafter referred to as the "Union")

PREAMBLE

WHEREAS, it is the purpose of both Parties to this Agreement:

1. To maintain and improve harmonious relations, and settle the conditions of employment between the Employer and the Union;
2. To recognize the mutual value of discussions and negotiations;
3. To provide for orderly, prompt and equitable disposition of grievances;
4. To recognize mutual interest and to provide a channel through which information and problems can be transmitted from one (1) Party to the other during the lifetime of this Agreement;
5. To establish principles governing the relationship between the Union and the Employer;
6. To promote efficiency and service;
7. To set forth the agreement governing rates of pay, hours of work and benefits;
8. To encourage efficiency in operations and work cooperatively to meet legislative requirements, including the *Ambulance Act and Regulations* pursuant thereto, and the *Ontario Labour Relations Act and Regulations* pursuant thereto;
9. To promote morale, well-being and security of all employees in the bargaining unit.

FOR THE PURPOSE OF THIS AGREEMENT, "representative" shall mean Staff Representative, Unit Steward, Shop Steward or Union members of committees referred to herein.

WHEREVER the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or feminine.

THEREFORE, the Parties agree as follows:

ARTICLE 1 - UNION RECOGNITION

- 1.01 In accordance with the voluntary recognition agreement between the Parties, the Employer recognizes the Union as the exclusive bargaining agent for all purposes under the *Ontario Labour Relations Act* for the following bargaining unit:
- “All paramedic employees of the Middlesex-London Emergency Medical Services Authority employed in the County of Middlesex and the City of London, save and except Deputy Operations Superintendents and persons above the rank of Deputy Operations Superintendents.”
- 1.02 The Company agrees, that for the duration of this Agreement, it will not enter into any other employment agreement with any of the employees as herein defined, either individually, or collectively, which will conflict with any provisions of this Agreement.
- 1.03 The Employer shall furnish to the Union, from time to time, organizational charts which indicate Employer personnel responsible for managerial and supervisory functions.
- 1.04 The Employer will furnish the Union, upon reasonable request, with a list of all supervisory personnel.
- 1.05 The Employer will furnish the Union, upon reasonable request, with a list of all employees who are regularly employed and in the event of a dispute concerning an employee, the Employer will provide evidence of hours worked.
- 1.06 The Union shall furnish to the Employer a list of its representatives and, in the cases of changes during the currency of this Agreement, the Union shall furnish to the Employer particulars of such changes within a reasonable time.

ARTICLE 2 - CONDITIONS OF EMPLOYMENT AND RELATIONSHIP

- 2.01 The Employer agrees that all employees shall, as a condition of employment, become members of the Union.
- 2.02 (a) The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by any of them or by any of their representatives or members and includes the obligation of the Parties under the *Ontario Human Rights Code and Regulations* and amendments pursuant thereto.

- (b) There shall be no discrimination practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (gender), including pregnancy, sexual orientation, age, marital status, family status, or handicap (disability) as defined in the *Ontario Human Rights Code*.
- (c) Where application of the Agreement discriminates against an employee or group of employees on the grounds listed in (b) above, the Parties will negotiate accommodation measures to eliminate discrimination, provided that the accommodation does not cause undue hardship on one party as defined in the *Ontario Human Rights Code*.

2.03 A representative of the Union shall be given the opportunity to interview each new employee, within regular working hours, without loss of pay to the representative, or to the new employee, for a maximum of four (4) hours during the scheduled service orientation program for the purpose of acquainting the new employee with the benefits and duties of the Union membership, and his responsibilities and obligations to the Union. Such interview must not interfere with the normal schedule of operations or response time.

2.04 An employee may view the Employer's personnel files with respect to such employee upon the employee's request to the Manager of Administration or his designate. The Employer agrees to make one copy of any item in such personnel file that may be requested by the employee at the employee's expense.

ARTICLE 3 - CHECK OFF

3.01 The Employer shall deduct from the regular pay of each employee in the bargaining unit, starting with the pay period nearest to the employee's date of hire, an amount equivalent to such union dues as may be designated by the Union from time to time. The Employer agrees to remit this amount to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario, not later than the fifteenth (15th) day of each month following deduction, accompanied by a list of names, and with the first dues deduction, the S.I.N. numbers of the employees from whose pay the dues have been deducted.

The Employer agrees that, should negotiations result in retroactive payment of salary increases, the Employer will deduct that amount of dues required by the Article at the time payment is made.

- 3.02 The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.
- 3.03 The Union will advise the Employer in writing of the amount of its regular dues and types of earnings that they are applicable to. The amount and earnings so advised shall continue to be deducted until changed by further written notice to the Employer.
- 3.04 The Union will indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.

ARTICLE 4 - JOB POSTINGS

- 4.01 When the Employer is hiring a full-time Primary Care Paramedic, the most senior part-time employee who applies for this position will be hired, provided such employee possesses the qualifications required under *The Ambulance Act*.
- 4.02 The filling of an Advanced Care Paramedic vacancy shall be subject to this Article as well as Letter of Understanding #7:
- (a) The person under consideration must have been a successful applicant for Advanced Care Paramedic training and must have achieved certification, as referred to in Article 46, Advanced Care Paramedic (ACP) Training, in order to be a candidate for selection.
 - (b) In the event that there is more than one candidate, the Employer will select the most senior candidate.
- 4.03 When a full-time vacancy occurs or a new full-time position is created, the Employer shall post notice of the position on the bulletin board mutually designated for such purpose for a period of fourteen (14) calendar days. Vacant positions shall be posted within thirty (30) days. All employees, full-time and part-time, are eligible to apply to any vacant full-time position. No preference will be given to full-time employees.
- 4.04 Temporary vacancies of thirty (30) days' duration or longer will be filled for the duration of the absence by the most senior qualified part-time employee.

ARTICLE 5 - METHOD OF PAYMENT

- 5.01 For pay purposes, it is agreed that a work week shall begin at 0700 hours, Sunday, and end at 0659 hours the following Sunday, and that employees will be paid every two (2) weeks.
- 5.02 The Employer agrees that pay normally will be available each payday, being the second Wednesday following each two (2) week period, provided, however, that the Employer will endeavour to have the pay deposited on Tuesday, should the Wednesday be a statutory holiday.
- 5.03 The Employer agrees that pay statements shall contain sufficient detail so that each employee can determine the gross amount of pay and the purpose for which amounts have been withheld or deducted.
- 5.04 The Employer agrees to furnish each employee, on or before the last day of February of each year, a T4 slip, in a sealed envelope. The Employer is deemed as being compliant by the Canada Revenue Agency if the T4's are postmarked on or before the last day of February.
- 5.05 (a) Any shortfall in pay shall be corrected in the pay immediately following, provided there is notification to the Employer within five (5) days of the receipt of the shortfall. Similarly, any overpayment shall be corrected in the pay immediately following the overpayment. If the shortfall in pay amounts to more than one (1) normal day of wages, the Employer agrees to correct such shortfall within twenty-four (24) hours of notification of same. If the complaint is made on a Friday, Saturday or Sunday, the correction in the shortfall will occur on the following Monday.
- (b) If the Employer discovers an overpayment further back in time, the Employer will notify the employee of the error and will recover the overpayment on the next occurring pay. If the amount is more than one (1) normal day of wages the Employer, at the request of the employee, will determine a mutually agreed upon repayment schedule.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 Except as specifically abridged, delegated, granted or modified by the Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively, and without limitation, within the rights of Management.
- 6.02 Without limiting the generality of the foregoing, Management's rights include:

- (a) The right to direct the working forces;
- (b) The right to plan, direct and control the operation of the ambulance service;
- (c) The right to introduce new and improved methods, facilities and equipment;
- (d) The right to determine work schedules, work assignments and methods of doing work;
- (e) The right to determine, at its discretion, at all times, the number of employees, and the amount of supervision necessary;
- (f) The right to establish standards of care and quality;
- (g) The right to determine the nature and scope of ambulance service, which the Employer will provide and the increases, or decreases, in complement;
- (h) The right to hire, assign, discharge, transfer, promote, demote, direct, classify, layoff, recall or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion, classification or a claim that a seniority employee has been discharged, disciplined, without a reasonable cause, may be the subject of a grievance, and dealt with as hereinafter provided;
- (i) The right to operate the ambulance service, so as to provide adequate service in a manner consistent with the obligations of the Employer to the general public and its obligations under the *Ambulance Act*.

6.03 Management rights will be exercised in accordance with the provisions of the Collective Agreement.

ARTICLE 7 – CORRESPONDENCE

7.01 All correspondence between the Parties, arising out of this Agreement shall pass to and from either the Chief of EMS or his designate, on behalf of the Employer and the President of Local 147 (or when the President is not from Middlesex-London EMS, correspondence shall be sent to the Chief Unit Stewart of Middlesex-London EMS) and Staff Representative on behalf of the Union.

ARTICLE 8 - STEWARDS

- 8.01 The Employer recognizes the right of the Union to appoint, or otherwise elect, an employee(s) as Unit or Shop Steward(s) for handling grievances, disputes, or differences that may arise under this contract.

ARTICLE 9 – BEREAVEMENT LEAVE AND OTHER LEAVES

- 9.01 In the case of a death of an employee's spouse or child, the Employer shall grant a leave of absence, without loss of pay, for seven (7) scheduled working shifts, concurrent with the date of the funeral.
- 9.02 In the case of a death of another family member of an employee, being father, mother, brother, sister, mother-in-law, father-in-law, grandparent or grandchild, the Employer shall grant a leave of absence, with pay, for a maximum of three (3) scheduled working shifts, including the day of the funeral, or if no funeral, the day of final disposition of the deceased. The three (3) compassionate leave of absence days must be concurrent with the date of the funeral or the date of final disposition where there is no funeral. Further, compassionate days are to be taken concurrently with days off. For example, if a funeral requiring compassionate leave falls on the employee's day off, the compassionate leave will be on the employee's scheduled work days that are concurrent to the date of the funeral.
- 9.03 In the case of a death in the non-immediate family of an employee, the Employer shall grant a leave of absence, without loss of pay, for one (1) day for the purpose of attending the funeral. The non-immediate family shall be defined as brother-in-law, sister-in-law, grandparent of spouse, aunt, uncle, niece or nephew.
- 9.04 Where there is a funeral to which this Article applies, occurring outside of the Province of Ontario, such leave may also include travelling time, not to exceed two (2) days each way, without pay.
- 9.05 In the case of illness in the immediate family of an employee, the employer shall grant a leave of absence, without pay, for a maximum of three (3) scheduled working shifts. The immediate family, for the purpose of this paragraph, shall be defined as spouse, parent, child, grandparent, grandchild, mother-in-law or father-in-law.
- 9.06 To qualify for all entitlement under this Article, the relationship between the employee and the deceased, as referred to in this Article, must be current at the time of death and shall include those relationships arising out of common-law or same-sex spousal relationships at such time.

- 9.07 Any "leave" offered under the *Employment Standards Act, 2000* shall be complied with by the Employer in accordance with the *Employment Standards Act, 2000* as may be amended from time to time.
- 9.08 Where an employee requires additional time off, due to compassionate reasons, the Employer shall give reasonable consideration to such requests for additional time off (without pay).

ARTICLE 10 - ATTENDANCE IN COURT

- 10.01 An off-duty employee, who is required to attend court, or a coroner's inquest, on the Employer's behalf, shall receive a minimum of four (4) hours' pay at straight time rates of pay for attendance, and may, under the circumstances, retain all witness fees upon presentation of verification of the time in attendance.
- 10.02 An on-duty employee, who is required by law to attend Court cases or coroner's inquests on behalf of the Employer, will receive the difference between witness fees (not including travel and meal allowances) and his normal earnings during such time as he is required to be absent from employment, by virtue of such attendance.

Employees required to attend court or a coroner's inquest on behalf of the Employer will need to do the following:

- (a) Provide the Employer a copy of the Subpoena or other such document from the court.
 - (b) Proof of attendance will need to be supplied to the Employer in order to be paid. Payment is in accordance with Article 10.01 if the employee is not scheduled to work on the court date and Article 10.02 if the employee is scheduled to work on the court date.
 - (c) If the court date is cancelled or changed the employee must notify the Employer as soon as possible.
- 10.03 An employee who is required by law to attend court as a juror or witness, in a matter in which he does not have an interest, will receive the difference between attendance fees (not including travel and meal allowances) and his normal earnings during such time as he is required to be absent from employment, by virtue of such attendance. The employee shall provide the Employer with a copy upon receipt of such notice.

Employees who are scheduled to work on a date that they are required to attend court for jury selection or as a witness in a matter that the employee does not have a personal interest will need to do the following:

- (a) Provide the Employer a copy of the Jury Selection or Witness notice from the courts.
- (b) Proof of attendance will need to be supplied to the Employer in order to be paid. Payment is in accordance with Article 10.03.
- (c) If jury selection or the witness date is cancelled the employee must notify the Employer as soon as possible.

- 10.04 An employee who attends court in matters in which such employee has an interest shall, on giving reasonable notice under the circumstances, be granted leave for such attendance. Such leave shall be without pay, but without loss of benefits or seniority.
- 10.05 An employee who is jailed pending a court appearance shall be entitled to a leave of absence, without pay, during such period unless discharged by the Employer. Should such leave exceed thirty (30) days, in addition to loss of pay, there will also be a loss of benefits. The employee shall be given the option to pay the full premium for the continuation of benefit coverage.
- 10.06 Employees who, while on annual vacation, are required by law to attend court as a result of services performed in the execution of their duties on behalf of the Employer shall receive the difference between monies receivable from the witness fees (which fees shall not include travel and meal allowances) and their normal earnings for such vacation time, as is required by virtue of such attendance. In lieu of such payment, the employee shall be granted time off, with pay, equal to the vacation time for the court attendance. Subject to scheduling, such time off may be immediately following the annual vacation.

ARTICLE 11 - EDUCATION MATTERS

- 11.01 The Employer will schedule in-house training sessions.

Mandatory educational or mandatory training courses required by legislation must be taken within legislative time frames.

In the event that in-house training or mandatory training required by legislation cannot be offered during the employee's scheduled hours of work, the employee will be paid for such training at the overtime rate of pay, up to the normal hours of work, for the day.

Where an employee voluntarily elects to complete in house or mandatory training on a regularly unscheduled day, the employee shall be paid at the regular rate of pay, up to the normal hours of work, for the day.

For clarity, this provision does not apply to any time spent by an employee obtaining or seeking the following:

- (a) AEMCA certification;
- (b) First Aid certification
- (c) Driver's license;
- (d) Any skills certification or recertification except symptom relief, SAED and MOH core training.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 An employee will be allowed a leave of absence, without pay, for personal reasons if:

- (a) He requests it from the Employer, in writing;
- (b) The leave does not unduly interfere with operations;
- (c) The leave does not exceed six (6) months;
- (d) The leave is not for the purpose of working elsewhere.

12.02 A leave of absence may be extended for a further period of six (6) months if the employee requests such an extension in writing.

12.03 (a) Union leave: An employee shall be allowed leave of absence without pay for attendance at Union meetings/educational conferences. Wherever possible, the Union will attempt to give two (2) weeks' notice of the requirement for such leave. Not more than three (3) employees shall be absent at any time.

(b) Where an employee is elected or appointed to a full-time position with the Union or an affiliated organization, he/she shall be granted leave of absence without pay for the duration of such appointment.

12.04 An employee may continue, if permitted by the Carrier, to maintain benefits by paying both employee and Employer premiums by post-dated cheques, monthly in advance. Coverage shall cease upon return of a NSF cheque.

12.05 Employees granted leave under this Article shall have their pay continued by the Employer upon written authorization by the Staff Representative and the Union will reimburse the Employer upon receipt of an invoice.

12.06 Where an employee is placed on an administrative leave of absence pending an internal investigation, the leave period shall be without loss of pay or benefits to a maximum of thirty (30) days. Seniority shall continue to accrue during said leave based on the average hours worked on a regular basis.

In the event a Part-Time employee is placed on administrative leave pending an internal investigation, the determination of seniority hours shall be determined by averaging the number of hours worked over the prior three (3) pay periods.

ARTICLE 13 - PREGNANCY/PARENTAL LEAVE

- 13.01 Pregnancy and parental leave will be granted in accordance with the provisions of the *Ontario Employment Standards Act* and amendments thereto. Benefit coverage shall be maintained by the Employer for such period of pregnancy and parental leave covered by Employment Insurance benefits.
- 13.02 In respect of the period of pregnancy leave, payments made according to the Employers' Supplementary Unemployment Benefit Plan will consist of the following:
- (a) For the one (1) week Employment Insurance (EI) waiting period payments equivalent to seventy-five (75) percent of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave; and
 - (b) Up to a maximum of sixteen (16) additional weeks of payments equivalent to the difference between the sum of the weekly Employment Insurance (EI) benefits the employee is eligible to receive and any other earnings received by the employee, and eighty (80) percent of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave.
- 13.03 In respect of the period of parental leave, payments made according to the Employers' Supplementary Unemployment Benefit Plan will consist of the following:
- (a) For the one (1) week Employment Insurance (EI) waiting period payments equivalent to seventy-five (75) percent of the actual weekly rate of pay for her/his classification, which she/he was receiving on the last day worked prior to the commencement of the parental leave; and
 - (b) Up to a maximum of eleven (11) additional weeks of payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and eighty (80) percent of the actual weekly rate of pay for her/his classification, which she/he was

receiving on the last day worked prior to the commencement of the parental leave.

- 13.04 The Employer will not require a pregnant employee to take light duties unless a doctor's note is provided which supports such assignment.
- 13.05 An employee who is unable to fulfil her normal duties as a result of medical issues arising out of her pregnancy may request a transfer to light duties. Where no light duties are available, the employee may, at her option, commence either Personal leave or pregnancy leave.

ARTICLE 14 - PATERNITY LEAVE

- 14.01 An employee whose wife, or common-law wife, spouse, partner or surrogate is about to deliver a child shall be granted one (1) day's leave of absence from their scheduled shift, with pay, to attend the delivery.

ARTICLE 15 - BULLETIN BOARD AND UNION MEETINGS

- 15.01 The Employer shall supply one (1) bulletin board for use by the Union. It is understood and agreed that the Union shall give the Employer a duplicate of the key to the bulletin board. The Union may post thereon Union notices and Union documents. Such material to be posted only by officers of the Union and to be in keeping with the spirit and intent of the Collective Agreement. The Employer reserves the right to remove any posted material which it considers detrimental to its business interests.
- 15.02 It is agreed that the Union and the employees will not hold Union meetings at any time on the premises of the Employer without the permission of the Employer.

ARTICLE 16 - COMMUNICATION OF CHANGE

- 16.01 The Employer agrees, whenever feasible, that changes made by the Employer dealing with matters of policy for conditions of employment affecting employees, shall be communicated to the Union as per Article 7.01.
- 16.02 The Employer shall, whenever feasible, discuss with the Union executive changes in rules and regulations directly affecting working conditions, before implementing such changes.

ARTICLE 17 - COFFEE OR MEAL BREAK

- 17.01 Meal breaks shall be provided in accordance with the *Employment Standards Act of Ontario*, and the terms of Letter of Understanding #11 - Meal Breaks Trial Program.
- 17.02 The Parties agree that there will be no set number of coffee breaks. Work breaks shall be subject to workload and published Company policy.

ARTICLE 18 - MEAL ALLOWANCE

- 18.01 An employee required to travel on behalf of the Employer, so that he is not at his assigned place of duty throughout his normal meal period, will receive a meal allowance of \$15.00. Such travelling must involve a distance of at least forty (40) kilometres one way from the assigned place of duty, and result in absence from the place of duty for one hundred (100%) percent of the meal period.
- The meal period is defined as the period from the third (3rd) hour to the fifth (5th) hour after commencement of the employee's shift and in addition, for twelve (12) hour shifts, the period between the eighth (8th) hour and the tenth (10th) hour.
- 18.02 Where the employee agrees to travel overnight on behalf of the Employer, meals shall be reimbursed by the Employer as per the Collective Agreement. Remuneration for the time spent and lodging shall be subject to mutual individual agreement at the time of the occurrence.
- 18.03 An employee being away, with the knowledge and permission of the Employer, from the Employer's premises for more than one (1) day, having while away less than eight (8) hours on duty in the twenty-four (24) hour period, shall be deemed to have eight (8) hours on duty in each twenty-four (24) hour period. Employees shall be paid for all time when they are tending to a patient under care, or to the repair of a vehicle.

ARTICLE 19 - PROBATIONARY EMPLOYEE

- 19.01 A full-time or part-time employee shall be on probation until one thousand and ninety-two (1,092) regularly scheduled hours have been worked. A part-time employee who has completed his/her probationary period shall complete a further probationary period of fifteen (15) shifts, whether of eight (8), ten (10) or twelve (12) hours' duration when transferred to full-time status. For the purposes of this provision, overtime hours worked do not count.

- 19.02 The probationary period may be extended in individual cases, upon agreement in writing between the Employer and the Union.
- 19.03 Employees retained past the probationary period shall be placed on the seniority list and credited with seniority from the date they commenced work.
- 19.04 Probationary employees may be released or suspended at the Employer's sole discretion provided the Employer does not act either in an arbitrary or discriminatory manner as defined in the Collective Agreement. If the probationary employee is found by the Company to be satisfactory, the probationary employee shall be placed by the Company on the seniority list. As the alternative to releasing a probationary employee, the Union agrees that the probationary period may continue for an additional five hundred and twenty (520) hours of regularly scheduled time for full-time employees and three hundred and twelve (312) hours for part-time for further evaluation.

ARTICLE 20 - LETTER OF REPRIMAND

- 20.01 Whenever the Employer finds it necessary to issue a letter of reprimand to an employee, the Employer shall, within ten (10) calendar days, notify the Union of the issuance of the letter of reprimand. The date for time of a grievance shall be from the date upon which the Union receives such notice.
- 20.02 A disciplinary action at the level of written reprimand shall, one (1) year thereafter, be removed from the work record, provided such record has been clear of any further similar offences for such one (1) year period. Discipline at the level of suspension or final warning shall be removed from the employee's record, upon the request of the employee, after a period of two (2) years, provided such record has been clear of any further offence during this two (2) year period. Further, any discipline of an employee for harassment of other persons shall be dealt with in the same manner as a suspension or final warning for the purpose of this provision.

ARTICLE 21 - MOTOR VEHICLES AND EXTRA DUTY

- 21.01 The Employer agrees that employees shall have duties for only those motor vehicles which are owned by the Employer or leased to the Employer.
- 21.02 The scope of duties for employees shall be as determined by the Employer. No employee shall be required to perform major maintenance or major janitorial duties except as outlined elsewhere in this Agreement.

ARTICLE 22 - UNIFORM AND DRESS

22.01 (a) The Employer agrees to furnish each full-time employee clothing as follows:

Five (5) shirts;
Four (4) pants;
One (1) all season windbreaker (including winter liner);
One (1) raincoat;
One (1) full-zip sweater;

Effective on the next approved annual acquisition, the Company will provide up to \$300.00 (using current voucher system) for Company approved safety boots every two (2) years.

(b) The Employer agrees to furnish each part-time employee clothing as follows:

Three (3) shirts;
Three (3) pants;
One (1) all season windbreaker (including winter liner);
One (1) raincoat;
One (1) full-zip sweater;

Effective on the next approved annual acquisition, the Company will provide up to \$300.00 (using current voucher system) for Company approved safety boots every two (2) years.

(c) Replacement of items will be on proof of need.

22.02 Each employee shall maintain his/her uniform in a clean and presentable condition, but in the event the uniform becomes abnormally soiled during the course of duty, the Company shall assume the expense for cleaning such uniform providing pre-approval has been obtained.

22.03 Ties may be worn at the employee's option. Shirts will be worn open to the extent of one button undone at the neck.

22.04 Claims for damaged personal property will be considered on an individual basis and must be submitted in writing. Approval will be judged on reasonableness and any reimbursement shall be at the sole discretion of the Employer.

- 22.05 Uniforms will be replaced, as needed. Replacements shall be ordered within thirty (30) days of the determination to replace.

ARTICLE 23 - BARGAINING COMMITTEE AND UNION REPRESENTATIVE

- 23.01 The Employer acknowledges the right of the Union to appoint, or otherwise select, a Bargaining Committee of three (3) employees. Bargaining Committee members shall suffer no loss of pay for shifts missed on the day of attendance at negotiations with the Employer, up to and including conciliation.
- 23.02 The Unit Steward, Shop Stewards, members of the Negotiations Committee and members of the Health & Safety Committee shall not leave a shift to deal with Union business, without obtaining permission from the Operations Superintendent, provided such permission shall not be unreasonably withheld. Union officials shall not lose any pay for time spent on permitted Union business during their regularly scheduled working hours.

ARTICLE 24 – EMPLOYEE RELATIONS COMMITTEE

- 24.01 An Employee Relations Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer.
- 24.02 The function of the Committee shall be to discuss issues relating to the workplace which affect the Parties or any employee bound by this Agreement.
- 24.03 Off-duty employees shall be paid four (4) hours' wages at the regular hourly rate for attendance at such meetings during their off-duty hours.
- 24.04 An Employer and Union representative shall be designated as joint chairs, and shall alternate in presiding over the meetings. The Chair shall decide where the meeting shall be held, and in the event of a dispute, the meetings will not be held on Employer premises.
- 24.05 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairs as promptly as possible after the close of the meeting.
- 24.06 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union, or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have

the power to make recommendations to the Union, and to the Employer, with respect to its discussions and conclusions. The Union, and the Employer agree to respond, in writing, to such recommendations within thirty (30) calendar days.

ARTICLE 25 - STRIKES AND LOCKOUTS

- 25.01 The Parties agree there shall be no strikes, slowdowns or lock-outs so long as this Agreement continues to operate. The words "strike" and "lock-out" have the meaning attributed to them in the interpretation section of the *Ontario Labour Relation Act*.

ARTICLE 26 - GRIEVANCE PROCEDURE

- 26.01 A grievance shall be defined as a dispute involving the interpretation or alleged violation of this Agreement.

The Employer shall make reasonable efforts to schedule any meetings which flow out of this Article during the regular hours of work of employees. However, employees and their representatives shall not be compensated by the Company for any time resolving grievances which are outside of their regularly scheduled hours.

- 26.02 During any stage of the grievance procedure including investigations, an employee shall have the right upon request to the presence of their Steward. In the case of possible suspension or discharge, the Employer shall notify the employee of this right in advance.

- 26.03 Grievances shall be dealt with in the following manner, providing such grievances are in writing, signed by the grievor, and filed within ten (10) calendar days of the events causing the alleged grievance. Replies to all grievances shall be in writing at all stages. If the complaint is not resolved, the grievance procedure shall be as follows:

STEP ONE

The employee, with the assistance of a Steward, shall first take the matter up with his immediate Deputy Operations Superintendent, Operations Superintendent or his designate. The Deputy Operations Superintendent, Operations Superintendent or his designate shall render his decision in writing to the employee within ten (10) calendar days of his receipt of the grievance. Failing settlement at this stage, then Step Two may be invoked as follows:

STEP TWO

The employee concerned, with the assistance of his Steward, shall take the matter up with the Deputy Chief of Operations or his designate, provided such action is taken within ten (10) calendar days of the receipt of the reply under Step One. The Deputy Chief of Operations or his designate shall render his decision in writing to the employee within ten (10) calendar days of the Step Two meeting. Failing settlement at this stage, then Step Three may be invoked as follows:

STEP THREE

The Union may, but only within a period of twenty (20) calendar days from the date of the receipt of the reply of the Deputy Chief of Operations or his designate, invoke the mediation/arbitration provisions of this Agreement by notice in writing and, if no such written request for mediation/arbitration is received within the time limit, then it shall be deemed to have been abandoned.

- 26.04 The Parties agree that a grievance may be submitted by email or fax. The hard copy of the grievance will be submitted via mail or at the first meeting when the grievance has not been submitted electronically as outlined herein.
- 26.05 Suspension/dismissal grievances shall be initiated at Step Two of the grievance procedure. Similarly, a grievance alleging harassment by the Employer shall commence at Step Two of the grievance procedure.
- 26.06 At all steps of the grievance procedure, initiated by the employee, requiring a written response, the Steward of Record, the Local President (when the President is not from Middlesex-London EMS correspondence shall be sent to the Chief Unit Steward of Middlesex-London EMS) and the Staff Representative shall be copied on the communication.
- 26.07 At all steps of the grievance procedure, initiated by the Employer, requiring a written response, the Chief of EMS, Deputy Chief of Operations, and the Deputy Chief of Professional Standards shall be copied on the documentation.

ARTICLE 27 - POLICY GRIEVANCE

- 27.01 When a dispute involving a question of general application or interpretation occurs or when the Union has a grievance which cannot be made the subject of an individual grievance, the grievance shall be filed at Step Two within fifteen (15) calendar days of the affected Party becoming aware of the circumstances that gave rise to the grievance.

- 27.02 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing, identifying each employee who is grieving or their designate within twelve (12) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have occurred come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step Two and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 28 - MEDIATION/ARBITRATION

- 28.01 Where there is a referral to mediation/arbitration in accordance with the grievance procedure under this Collective Agreement, the Party making the referral shall propose a Mediator/Arbitrator at the time of making the referral. If the Parties are unable to agree upon a Mediator/Arbitrator within thirty (30) calendar days of the referral to mediation/arbitration then either Party may request that the Ministry of Labour for the Province of Ontario make an appointment of a Mediator/Arbitrator under the *Labour Relations Act*.
- 28.02 The Mediator/Arbitrator shall convene a meeting within sixty (60) calendar days and attempt to mediate a settlement to the dispute. Where a settlement is not achieved, the Mediator/Arbitrator shall act as an Arbitrator and render a decision which shall be final and binding upon the Parties and all affected employees.
- 28.03 The Union and the Employer shall share equally the expenses and fees of the Mediator/Arbitrator.
- 28.04 Nothing in this Agreement shall preclude the Union and Employer from agreeing to substitute an Arbitration Board for the Mediator/Arbitrator. If an Arbitration Board is substituted, each Party is responsible for the fees and expenses of its nominee and one-half (1/2) of the fees and expenses of the Arbitrator.
- 28.05 Nothing in this Agreement shall preclude the Parties from waiving mediation.
- 28.06 The Arbitrator shall not have any authority or power to alter, change or amend any of the provisions of this Agreement or to substitute any new provision, in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement or modify, add to or detract in any way from any provision of this Agreement.
- 28.07 A Steward required to attend any grievance meeting(s) shall not lose regular pay or benefits by reason of such attendance.

ARTICLE 29 - TIME PERIODS (GRIEVANCE PROCEDURE/ARBITRATION PROCEDURE)

- 29.01 The time periods heretofore referred to in both grievance and arbitration matters may be extended by the mutual consent of the Parties hereto, which consent shall be confirmed in writing.

ARTICLE 30 – OFF-DUTY CALLS

- 30.01 An employee who has completed his/her shift and left the station and is subsequently called back to work prior to their next scheduled shift shall be paid at a rate of one and one-half (1½) times their regular hourly rate for the actual time worked prior to the scheduled shift or for four (4) hours' regular pay, whichever is greater.

- 30.02 In the absence of the application of the above, where an employee is required to work past the termination of the shift, such employee shall be paid at a rate of time and one-half (1½) for every minute worked beyond the end of shift after the eighth (8th) minute.

Double-time for every minute worked beyond the end of shift on a Statutory Holiday, or overtime resulting from a call in on a Statutory Holiday.

Where an employee is requested to work prior to the commencement of his/her shift and where such employee has not replaced an employee from the preceding shift, such employee will be paid a minimum of one hour at time and one half (1½) . In addition to the above, to be eligible for payment, the employee must be mobile on the work assignment prior to the official start time of their regular shift.

- 30.03 Employees shall be entitled to bank overtime earned to be used as time in lieu. Such banked time shall be used within the calendar year, with unused time paid out at the end of the year.

ARTICLE 31 - DESIGNATED HOLIDAYS

- 31.01 The following are recognized as designated holidays for full-time employees only:

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

- 31.02 Where a full-time employee does not work on a designated holiday, holiday pay will be based on the employee's normal hours of work at the employee's basic hourly rate of pay. i.e. twelve (12) hours shifts = twelve (12) hours' pay, ten (10) hour shifts = ten (10) hours' pay and eight (8) hour shifts = eight (8) hours' pay.
- 31.03 Where an employee works on a holiday included under Article 31.01, the employee shall be paid at the rate of time and one-half (1½) the employee's basic hourly rate for all hours worked. In the case of a part-time employee, this payment shall be in lieu of entitlement to designated holiday pay.
- 31.04 In addition to the payment provided by Article 31.03, a full-time employee who works on a designated holiday and is eligible to receive designated holiday pay shall receive either his or her designated holiday pay calculated using the employee's normal hours of work at the employee's basic hourly rate or compensating leave of their normal hours of work, provided the employee opts for compensating leave prior to the holiday.
- 31.05 To qualify for designated holiday pay, a full-time employee must have worked his last scheduled shift prior to the holiday, his scheduled shift on the holiday, if any, and his first scheduled shift following the holiday, unless failure to do so is caused by vacation or illness.
- 31.06 Where a full-time employee does not work on a designated holiday included in Article 31.01, the Company agrees to allow a full-time employee, upon written request, to bank the normal hours for designated holiday pay, provided the employee is eligible for such pay, at the rates then in effect at the time of such request, and the Company will allow the employee to draw from such banked time, at such time as may be mutually agreed by the employee and the Company, provided, however, that such banked time not used by the end of the Company's fiscal year shall be paid out in cash.

For full-time employees, statutory holiday hours are pre-loaded at the beginning of each new calendar year for the entire year. Eligibility for these statutory holidays still remains as stated in Article 31.05 and Article 31.07. Failure to meet eligibility will result in the loss of the affected statutory holiday.

Requests for cash payouts of statutory holiday hours can only be made on hours attributed to statutory holidays that have already occurred.

- 31.07 Notwithstanding Article 31.05, full-time employees who are absent from work for any reason at the time of the designated holiday will be eligible for holiday pay only if they work at least one complete shift in the month of

the holiday, unless prevented from doing so because the employee has been absent for the entire month in which the holiday occurs due to approved vacation leave under this Agreement.

- 31.08 Subject to Article 31.03, part-time employees will receive holiday pay in accordance with the provisions of the *Employment Standards Act, 2000*.

ARTICLE 32 - VACATION

- 32.01 Vacation entitlement over the course of a vacation year will be determined by credited service of the employee as of January 1 of such year. The vacation entitlement of an employee for the vacation year is earned by employment with the Employer over the full twelve (12) months of such year. Former employees of predecessor services who became employed by the Employer as of March 25, 2012 will have included in their credited service, their credited service with those Services.

- 32.02 Vacation credits are calculated as follows:

Less than one (1) year service	Ten (10) hours for each month of completed service.
One (1) year continuous service	Three (3) weeks' vacation with pay based on the normal week.
Five (5) years' continuous service	Four (4) weeks' vacation with pay based on the normal work week.
Ten (10) years' continuous service	Five (5) weeks' vacation with pay based on the normal work week.
Fifteen (15) years' continuous service	Five and one-half (5½) weeks' vacation with pay based on the normal work week.
In the twentieth (20) year and following years of continuous service	Six (6) weeks' vacation with pay based on the normal work week.

A normal work week is defined for the purpose of the above as forty (40) hours. When an employee has accumulated ten (10) years' seniority, the normal work week shall be defined as an employee's normal hours of work, i.e. twelve (12) hour shifts would equal forty-two (42) hours, eight (8) and ten (10) hour shifts would equal forty (40) hours.

After twenty-two (22) years' service	One (1) additional day
After twenty-four (24) years' service	Two (2) additional days
After twenty-six (26) years' service	Three (3) additional days
After twenty-eight (28) years' service	Four (4) additional days
After thirty (30) years' service	Five (5) additional days

32.03 For the purpose of taking vacation, the vacation year commences on January 1 and ends on December 31st.

32.04 An employee who in any year is either terminated by the Company or terminates their employment with the Company, must return to the Company the proportional amount of the vacation pay which such employee has received for that year.

Example: Employee has a vacation entitlement for vacation year January 1, 2016 to December 31st of four (4) weeks. Such employee terminates his employment or is terminated on June 30, 2016 after six (6) months of employment in the vacation year having used his four (4) week entitlement for the year. The employee must pay back two (2) weeks to the Employer (i.e. half (1/2) of the year's entitlement).

32.05 Vacation requests for the time period from January 1st to June 30th will be processed, on a seniority basis, by the deadline of November 1st of the previous year.

Vacation requests for the time period from July 1st to December 31st will be processed, on a seniority basis, by the deadline of April 1st of the current year.

Requests submitted after the above deadlines will be dealt with on a first-come, first-serve basis.

Up to twenty (20) percent of the regular staff who are at work during a twenty-four (24) hour period will be allowed to take vacation per day, subject to operational requirements.

32.06 In each calendar year, at least two (2) seven (7) day periods of time off using vacation time must be taken. Remaining vacation time may be taken in blocks of time of the employee's choice. If the above noted periods of time that are required to be taken have not been taken by September 1, Management will work with the employee to get them scheduled before the end of the year.

- 32.07 Part-time shall receive vacation payment of four (4) percent of earnings on each bi-weekly pay. Vacation allowance will be increased to six (6) percent of bi-weekly earnings upon completion of two thousand and eighty (2,080) hours of part-time work with the Company.
- 32.08 Any vacation entitlement unused as of December 31st of any year shall be paid out in cash.
- 32.09 If an employee takes a personal leave of absence greater than thirty (30) days in duration, the employee's vacation entitlement will be pro-rated accordingly.

ARTICLE 33 - SENIORITY (FULL-TIME ONLY)

- 33.01 (a) Seniority, as referred to in this Agreement, shall mean length of continuous service with the Employer except for those employees who were hired as of April 23, 2000 set out in Schedule D hereto which forms part of this Agreement.
- (b) Seniority shall be used in accordance with the provisions of this Agreement for the purpose of determining preference or priority for job postings, layoffs or recalls and vacation entitlement.
- (c) It is agreed that the recognition of a seniority date prior to April 23, 2000, for those persons listed on Schedule D, is for the sole purpose of job postings, layoffs, recalls and vacation entitlement and shall not be used for any other purpose including, but without limiting the generality of the foregoing, pension service or entitlement or severance pay under the Collective Agreement. For these other purposes, seniority and service shall commence upon successful completion of the probationary period as referred to in Article 19.01.
- (d) When an employee transfers from part-time status to full-time status, the Employer shall transfer seniority for the purpose of job posting, layoffs and recalls and service for the purpose of placement on the wage grid and vacation entitlement.
- (e) In the event an employee transfers from full-time status to part-time status, the Employer shall transfer seniority for the purpose of job posting, layoffs and recalls and service for the purpose of placement on the wage grid and vacation entitlement except where the employee so transferring is in full-time employment or takes full-time employment with a different employer. In these circumstances the transfer of seniority and service for the purposes noted herein shall be effective only during the initial four (4) month period

following the date of transfer. After this four (4) month period, full-time seniority is transferred to part-time only for the purpose of part-time call-ins. Notwithstanding, should such part-time employee successfully bid a full-time job subsequent to this initial four (4) month period, his former full-time service shall count for all purposes under the Collective Agreement except in bidding the full-time job; such part-time employee shall only have seniority calculated on the part-time hours worked from the date of the employee's transfer from full-time status to part-time status.

- (f) For the purpose of the full-time probationary period, a part-time employee who has completed the probationary period while a part-time employee must complete an additional fifteen (15) shifts of work as a full-time employee before completing his/her probation.
- (g) For the purposes of clarity, part-time employees shall only receive a maximum of two thousand and eighty (2,080) hours of credit per year for seniority.

33.02 Seniority lists shall be revised every twelve (12) months; a copy of the list shall be posted at each station and a copy shall be given to the Union. If an employee does not challenge the position of his name on the list within two (2) weeks from the date the seniority list was posted, and provided the employee was at work during the said period, then he/she shall be deemed to have the proper seniority standing.

33.03 Seniority shall be maintained but not accrue in the following circumstances only:

- (a) When off work due to layoff for a period of time not exceeding one (1) year;
- (b) When off work for a period in excess of thirty (30) days due to a leave of absence for personal reasons.

33.04 Seniority shall continue to accrue in the following circumstances only:

- (a) When absent on vacation with pay or on a designated holiday;
- (b) When absent on an approved Union leave or pregnancy/parental leave;
- (c) When absent on a leave of absence of less than thirty (30) days;
- (d) When actually at work for the Employer;
- (e) When absent and in receipt of Workplace Safety & Insurance Board benefits, Short-Term Disability or Long-Term Disability benefits provided under this Collective Agreement, to a maximum of twenty-four (24) months of such absence.

- 33.05 Seniority shall terminate and an employee shall cease to be employed by the Employer when he:
- (a) Voluntarily quits his employment with the Employer;
 - (b) Is discharged and is not reinstated through the grievance procedure or at mediation/arbitration;
 - (c) Fails to return to work within five (5) working days of being notified by the Employer of recall;
 - (d) Is laid off for a period of time exceeding one (1) year;
 - (e) Fails to return to work upon the termination of an authorized leave of absence unless there has been a mutually agreed upon extension of the leave of absence;
 - (f) Accepts gainful employment while on a leave of absence without first obtaining the permission of the Employer in writing;
 - (g) Is absent from work for two (2) consecutive days unless absent due to illness and such absence is approved by the Employer;
 - (h) Is absent for any reason other than stated in these provisions for a period exceeding twenty-four (24) months, subject to the *Human Rights Code*.
- 33.06 Where possible, when on vacation or leave of absence, an employee shall provide the Employer with seventy-two (72) hours' notice in the event that he is unable to report for work at his scheduled starting time.

ARTICLE 34 - LAYOFFS

- 34.01 An employee who has not received notice of layoff may offer to be laid off in place of a more junior employee. The Employer retains the sole discretion to accept this offer. If the employee's offer is accepted, he or she will be deemed to have been laid off on the date provided to the junior employee, or some earlier date as may be agreed, in which case notice of layoff is not applicable to the employee, but severance pay is so applicable.
- 34.02 (a) Access to Part-Time Hours
On layoff, a full-time seniority employee will be offered first opportunity to work part-time hours up to his or her normal weekly hours of work, provided he or she is willing to accept this work at the prevailing wage and benefit levels applicable to part-time employees and provided he or she is able and qualified to perform the work. The reference to "prevailing wage and benefit levels" does not mean that the employee is entitled to overtime upon the completion of twenty-four (24) hours of work in a week.

This opportunity applies for the duration of layoff as long as recall rights exist for the laid off employee. Any severance pay owed to such employee in the event of layoff is not payable for the duration of time during which the employee is accessing part-time hours under this provision. If the employee has not been recalled to full-time employment as of expiration of his recall rights, his/her severance pay entitlement will be based on the employee's entitlement to severance pay as a full-time employee and will be paid as of the expiration of recall rights. On payment of severance pay, any subsequent access to part-time employment is only on the mutual agreement of the Employer and employee.

- (b) In the event of a permanent layoff, a full-time employee shall receive four (4) months of layoff notice or pay in lieu thereof. The notice period shall begin when the employee receives written notice. Copies of such notice will be provided to the Union Local. The employee is deemed to receive notice on the date written notice is given to him by hand or the date of registration, if given by registered mail. Permanent layoff is any layoff which is greater than one (1) month in duration.

In the event of a layoff of less than one (1) month in duration but greater than one (1) shift in duration, it is agreed that a laid off full-time employee will have first access by seniority to any scheduled overtime and scheduled part-time work up to the normal weekly full-time hours of work or any other unscheduled hours that become available up to the normal weekly full-time hours of work. During such layoff, the full-time employee will be eligible for the full-time benefit provisions of the Collective Agreement.

ARTICLE 35 - GOVERNMENTAL REGULATIONS

- 35.01 If the terms of the *Ambulance Act, and Regulations* pursuant thereto, conflict in any way with the terms of this Agreement, the terms of the *Ambulance Act, and the Regulations* pursuant thereto, shall govern.

ARTICLE 36 - HOURS OF WORK AND SHIFT CHANGES

- 36.01 Standard hours of work will be eight (8), ten (10) or twelve (12) in a day, and average eighty (80) or average eight-four (84) for full-time employees in a bi-weekly pay period; which definition of normal hours of work shall not be construed as a guarantee of hours per day or bi-weekly pay period.
- 36.02 The Employer shall endeavour to schedule shifts and starting and stopping times for full-time employees as follows:

- (a) Not to schedule an employee for more than five (5) consecutive days
- (b) To schedule an employee for two (2) consecutive days off a week;
- (c) To assign shifts within each of the master rotation schedules for each job classification on an equal and rotating basis;
- (d) Not to give less than twenty-four (24) hours' notice of change of scheduling which shall be done by direct contact with the person, either by speaking to him personally or by telephone;
- (e) To post weekly shift schedules seven (7) days in advance of becoming effective;
- (f) To post the two (2) week Christmas period shift schedule two (2) weeks in advance of it becoming effective.

36.03 Employees may be permitted mutual exchange of shifts with either full-time or part-time employees provided that the exchange request has been made, through the scheduling software, at least two (2) calendar days in advance of such exchange. The exchange cannot result in a cost to the Employer and it cannot put the organization in a position of having two (2) Advanced Care Paramedics working together. Part-time employees cannot exchange shifts that are not equal in hours with other part-time employees. The approval of the exchange shall be given through the scheduling software, by the Scheduler or an Operations Superintendent. The Employer and the Union agree to review any alleged incidents of abuse of this privilege as it relates to individual employees. The Employer may grant shift changes with less than two (2) days' notice at its sole discretion.

36.04 Part-Time Minimum Availability

- (a) All part-time employees shall submit, at a minimum, their scheduling availability by the first (1st) day of the month prior to the quarter year being scheduled. Quarter year is defined as follows:

1 st Quarter: January, February, March	Submit by December 1 st
2 nd Quarter: April, May, June	Submit by March 1 st
3 rd Quarter: July, August, September	Submit by May 1 st
4 th Quarter: October, November, December	Submit by September 1 st

An exception to the above will be that the availability deadline for the three (3) month period of July, August, September will be required by the 1st of May.

- (b) All part-time employees shall submit and maintain availability as follows:

- A minimum of three (3), twenty-four (24) hour periods in a pay period, however, they will only be required to work a minimum of one (1) shift per week; and
 - A minimum of one (1), twenty-four (24) hour period must fall on a weekend in a calendar month. For the purposes of this Article a weekend is considered as Friday night, Saturday day and Saturday night, and Sunday day; and
 - A minimum of twenty-five (25) percent of paid holidays each calendar year in addition to (d) below.
- (c) Part-time employees may be scheduled to work a maximum of seventy-two hours (72) hours in every two (2) weeks out of the hours provided above.
- (d) Notwithstanding any other Article in the Agreement, on a seasonal basis, part-time availability must include at least one (1) of the following shifts:
- December 24 (night shift)
 - December 25 (day or night shift)
 - December 31 (night shift)
 - January 1 (day shift)
- A shift will be deemed a day or night shift based on the criteria that qualifies a shift for night shift premiums found in Article 37.02. Shifts where more than fifty (50) percent of the hours worked fall within the time period of 19:00 and 07:00 will be deemed a night shift.
- (e) Requests to attend training on one (1) of your available shifts will be approved based on operational demand and the availability of replacement staffing.

36.05 Where a full-time employee works in excess of their normal weekly average (forty [40] or forty-two [42] hours average, as the case may be), the employee shall be paid for each hour in excess of the normal weekly average an amount of one and one-half (1½) times their regular hourly rate of pay. Such overtime will be paid within two (2) weeks of the pay period within which the overtime was actually worked. In the case of a part-time employee, overtime will be payable after the part-time employee has worked forty (40) hours in a week.

A part-time employee may work up to a maximum of seventy-two (72) hours in a pay period provided that any hours of work over twenty-four (24) hours per week is attributable to replacement work. A part-time employee may not work more than forty (40) hours in one (1) week of the pay period unless due to overtime hours.

From the commencement of the pay period which includes May 15 to the conclusion of the pay period which includes September 15, and from the commencement of the pay period which includes December 15 to the conclusion of the pay period which includes January 1 a part-time employee may work up to eighty-four (84) hours per bi-weekly pay period at straight time providing that any hours in excess of twenty-four (24) hours per bi-weekly pay period are attributable to replacement work. Temporary Upgrades will still be offered as usual for absences that exceed thirty (30) days in length.

During the time frames noted above Article 36.05 [specifically the reference to part-time hours in paragraph one (1)] and Article 36.07 will not apply.

Where an open shift exists in the bargaining unit during the time frames listed above, the following procedure shall be followed:

- (a) The hours shall first be offered to available part-time employees, by seniority, until either the opening is filled, no part-time employee is available or all part-time employees have been scheduled for twenty-four (24) hours or a maximum of eighty-four (84) hours in a pay period.
- (b) If after Step (a) there are still hours to be filled, they shall be offered to available part-time employees, by seniority, until either the opening is filled, no part-time employee is available or all part-time employees have been scheduled for thirty-six (36) hours or a maximum of eighty-four (84) hours in a pay period.
- (c) If after Step (b) there are still hours to be filled, they shall be offered to available part-time employees, by seniority, until either the opening is filled, no part-time employee is available or all part-time employees have been scheduled for forty-eight (48) hours or a maximum of eighty-four (84) hours in a pay period.

- (d) If after Step (c) there are still hours to be filled, they shall be offered to available part-time employees, by seniority, until either the opening is filled, no part-time employee is available or all part-time employees have been scheduled to a maximum of sixty (60) hours in a work week or a maximum of eighty-four (84) hours in a pay period.
- (e) If after Step (d) there are still hours to be filled, they shall be offered to available full-time employees, by seniority, to a maximum of sixty (60) hours in a work week.
- (f) If after Step (e) there are still hours to be filled, they shall be re-offered to available part-time employees, by seniority, to a maximum of sixty (60) hours in a work week.
- (g) If after all the above Steps there are still hours to be filled, they shall be filled at the discretion of the Employer.

Additional part-time hours above twenty-four (24) hours per week are to be scheduled on the basis of seniority on a rotating basis. In this regard, the first shift of additional hours on any day being offered to part-time employees will be offered to the most senior part-time employee and the second such shift on the same day will be offered to the next most senior part-time employee and continuing in descending order of seniority until the shift is accepted.

Part-time employees assigned to a partial shift will be notified by the Scheduler or Operations Superintendent (prior to accepting the shift) that the shift may extend beyond the initial scheduled time of the partial shift. Employees will not be entitled to overtime payment as a result of a partial shift extending beyond its initial scheduled time unless it extends beyond the total number of hours of the original shift.

36.06 Prior to initiating Article 36.07(a), a full-time employee may request transfer into an open shift, provided the following conditions are met:

- (a) The request must be submitted in the scheduling software.
- (b) The request must be made forty-eight (48) hours in advance. Requests made with less than forty-eight (48) hours' notice will be at the sole discretion of the Employer.
- (c) Requests will be granted on a first-come, first-serve basis.

- (d) Assigned weekend shifts cannot be exchanged for an open weekday shift. For the purposes of this Agreement a weekend will be defined as: Friday night, Saturday day and night, and Sunday day. i.e. you cannot exchange a Saturday shift for a Wednesday shift.

A shift will be deemed a day or night shift based on the criteria that qualifies a shift for night shift premiums found in Article 37.02. Shifts where more than fifty (50) percent of the hours worked fall within the time period of 19:00 and 07:00 will be deemed a night shift.

- (e) If an employee cancels a vacation or stat day and another employee has already entered their "open shift", the person who cancels their vacation or stat time will be eligible for a make-up shift and will not be placed into their original spot. This will be scheduled cooperatively between the person who cancelled their vacation and Management. Efforts will be made to schedule this within the same pay period and will not be considered overtime pay.
- (f) Management will retain the right to allow or deny requests for open shifts if the request would negatively affect operations (such as down-staff a car, overtime, previously denied vacation/stat).

36.07 Where an open shift exists in the bargaining unit (after Article 36.06), or a replacement is needed for a bargaining unit position, the following procedure shall be followed:

- (a) The hours shall first be offered to part-time employees, by seniority, until either the opening is filled, no part-time employee is available or all part-time staff have been scheduled for thirty-six (36) hours.
- (b) If after Step (a) there are hours still to be filled, it shall be offered to available full-time employees, by seniority.
- (c) If after Step (b) there are hours still to be filled, they shall be re-offered to part-time employees as in Step (a) until all part-time staff have been scheduled for forty (40) hours.
- (d) If none of the above steps results in the filling of the shift, scheduling shall be at the discretion of the Employer.
- (e) For the purposes of this Article, the following shall apply:
 - (i) Where a number of shifts are available, all will be offered, not just the first shift available;

- (ii) If an employee has not had a minimum of eight (8) hours off between shifts, no offer will be made.
 - (f) It is the responsibility of each employee to refuse any shift violating conditions in number e(ii) above.
 - (g) Shifts more than five (5) days away will be scheduled based on availability and preference sheet. A confirmation email will be sent to the employee. Shifts within five (5) days or less will be filled by phone call.
- 36.08 Part-time employees are to be granted a third (3rd) shift if they still have less than twenty-four (24) hours in a week before waiting until everyone else has twenty-four (24).
- 36.09 Employees working during the change to or from Daylight Savings Time will be paid for actual hours worked at straight time.

ARTICLE 37- SHIFT PREMIUM

- 37.01 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- 37.02 Effective ratification, there will be a single shift premium which will be ninety (0.90) cents per hour for hours worked between 7:00 o'clock p.m. and 7:00 o'clock a.m. Where more than fifty (50) percent of the hours worked fall within this period, the ninety cents (0.90) per hour premium shall be paid for all hours worked.

An employee shall receive a shift premium as outlined in the table below when working between the following hours:

• Monday 1700 hrs	Tuesday 0700 hrs	\$0.95
• Tuesday 1700 hrs	Wednesday 0700 hrs	\$0.95
• Wednesday 1700 hrs	Thursday 0700 hrs	\$0.95
• Thursday 1700 hrs	Friday 0700 hrs	\$0.95
• Friday 1700 hrs	Saturday 0700 hrs	\$1.25
• Saturday 1700 hrs	Sunday 0700 hrs	\$1.25
• Sunday 1700 hours	Monday 0700 hrs	\$1.25

ARTICLE 38 – PERSONAL LEAVE

- 38.01 (a) Personal leave means the period of time an employee is permitted to be absent from work with full pay to attend to urgent personal or family matters, illness or injury, or because of an accident for which compensation is not payable under the *Workplace Safety & Insurance Act*.
- (b) In the event that an employee loses regular pay due to a quarantine mandated by the Medical Officer of Health as a result of the employee performing his/her duties for the Employer and in the further event this situation is not the subject of provincial legislation compensating the employee for loss of pay, the Employer will reimburse the employee for regular wages and benefits for a maximum period of one (1) month from the date the employee is first absent from work due to such quarantine. In the event the employee is a part-time employee, lost regular wages and benefits for the one (1) month period in question will be based on the hours of work scheduled for such employee during this period at the time of the quarantine.

If the incident is subsequently found to be compensable under the *Workplace Safety and Insurance Act*, the employee shall transition to WSIB benefit payments.

Medical notes requested by the Employer shall be paid by the Employer.

- 38.02 January 1 of each year, each employee will be credited with ninety-six (96) hours of personal leave credits.

The Employer will pay out one hundred (100) percent of unused personal leave credits within thirty (30) days of December 31st in each year.

New hires in any given year will receive pro-rated personal time.

On termination, unused personal leave is to be paid out on a pro-rata basis (based on the regular straight time hours worked compared against either two thousand and eighty (2,080) hours or two thousand, one hundred and eighty-four (2,184) hours, whichever schedule the terminated employee is working at the time of his termination).

- 38.03 Where an employee is absent, and is receiving benefits pursuant to the Group Disability Plan or Workplace Safety & Insurance benefits, he/she may not receive personal leave pay for unused credits.

- 38.04 When an employee will be absent due to use of personal leave time, an employee must notify the Operations Superintendent or designate at least two (2) hours prior to such employee's starting time. Failure to do so shall entail a loss of personal leave pay.
- 38.05 An employee may be required to produce a certificate from a medical practitioner, for any illness in excess of three (3) working days, certifying that he/she was unable to carry out his/her duties due to illness. The Employer shall reimburse the employee for the cost of said certificate.
- 38.06 If an employee takes a leave of absence per Article 12, greater than thirty (30) days in duration, the employee's personal leave credit entitlement will be pro-rated accordingly.

ARTICLE 39 – MENTAL HEALTH DAYS

- 39.01 Employees shall be entitled to two (2) paid mental health days per calendar year. Mental health days have no cash value and unused days shall not be paid out.

ARTICLE 40 – RECLASSIFICATION (FT – PT STATUS)

- 40.01 Full time Paramedics may reclassify from full-time to part-time status, with the approval of the Employer.

The full time employee shall submit a request to reclassify to Human Resources. The Employer shall review the request on a case by case basis, with consideration to operational requirements.

Where a reclassification is approved, the transition shall take place within thirty (30) days.

In the event a reclassification is denied, the Employer shall schedule a meeting with the employee to discuss the next steps.

Where a reclassification is approved, the employee seniority will be adjusted to total hours and placed on the PT seniority list; all FT benefits shall cease as of the date of reclassification; and any PT provisions of the collective agreement shall apply.

ARTICLE 41 – PART-TIME EMPLOYEES

- 41.01 Part time employees who use an unpaid personal day, shall be credited with seniority for the missed shifts, up to seventy-two (72) hours per calendar year.

Where a part time employee fulfils a full time contract, the part time employee shall accrue twelve (12) hours of seniority for unpaid personal time per month of the contract (pro-rated for partial months).

Where a part-time employee is replacing a full time employee for a specified period of time, they shall be credited with the vacation time at the start of the contract. This vacation time may be used during the term of the contract. If a part time employee voluntarily drops the contract, any vacation time used but not yet earned will be repaid.

41.02

Vacation “Time” For Part-Time Employees

Part-time employees are entitled to vacation “time” without pay away from work. Vacation pay is already covered off by the vacation percentage that is paid out every pay. Vacation time allotments will be as follows:

Less than 2080 hours service	Ten (10) hours for each month of completed service.
After 2080 hours continuous service	Three (3) weeks' vacation based on the normal week.
After 10,400 hours continuous service	Four (4) weeks' vacation based on the normal work week.
After 20,800 hours continuous service	Five (5) weeks' vacation based on the normal work week.
After 31,200 hours continuous service	Five and one-half (5½) weeks' vacation based on the normal work week.
After 41,600 hours or more	Six (6) weeks' vacation based on the normal work week.

Approvals for vacation time will be on a seniority basis and must be submitted in accordance with Article 32.05. After such time it will be on a first-come, first-serve basis.

The time must be taken in one (1) week blocks commencing Sunday and ending Saturday.

A maximum of two (2), one (1) week blocks can be taken in the third quarter of July, August, and September.

Up to four (4) part-time employees will be allowed to take vacation during the same period, subject to operational requirements.

ARTICLE 42 - WAGES

42.01 Wages for the employees shall be paid in accordance with Schedule "A" hereto, which is hereby made part of this Agreement.

ARTICLE 43 - SEVERANCE

43.01 Severance pay will be paid to an employee in accordance with the provisions of the *Employment Standards Act of Ontario*. Employees hired prior to April 23, 2000 shall be entitled to severance as of April 23, 2000. Employees hired on or after April 23, 2000 shall be entitled to severance, if eligible, based on their date of hire.

ARTICLE 44 - WELFARE AND PENSION BENEFITS

44.01 Each full-time employee shall be entitled to:

- (a) Coverage under the welfare and pension benefit plans on the first (1st) day of the month following completion of three (3) months' service with the Employer;
- (b) Specific details of the plan are as contained in the booklet provided by the carrier which forms part of this Agreement.

Modifications shall commence upon ratification by all Parties:

Only drugs that require a medical prescription under the *Pharmacy Act* shall be reimbursed under the Plan.

There shall be a mandatory generic drug substitution for any drug covered by the Plan.

Eye Exams

\$150.00 cap

Eye Glasses

Laser surgery will be included, provided the combined total reimbursement for eye glasses and/or laser surgery does not exceed the current maximum for eye glasses.

Eye Glasses: \$400.00 every two (2) years.

Chiropractic, Massage, Physiotherapy

Pooling of chiropractic, massage, and physiotherapy to a maximum of \$1,000 per year with no per visit cap.

- 44.02 The Employer will pay one hundred (100) percent of the premium cost of the following:
- (a) Extended Health Benefits (Blue Cross or carrier with equivalent benefit coverage with periodontics/major restorative/orthodontics);
 - (b) Cost of the group plan, as referred to in Schedule "B" attached hereto;
 - (c) Cost of the group plan as referred to in Schedule "C" attached hereto.
- 44.03 The Employer agrees to maintain the OMERS pension plan into which regular contributions will be made in accordance with the Plan.
- 44.04 Effective on ratification, there will be a percentage in lieu of any benefits paid to part-time employees of seventeen percent (17%) of non-overtime wages. This is inclusive of any statutory holiday pay entitlement, but exclusive of vacation pay entitlement. It is also in lieu of any other full-time benefit. Further, this percentage in lieu of benefits shall be reduced by the amount of the Employer's contributions to OMERS for any part-time employee enrolled in the OMERS pension plan.

ARTICLE 45- HEALTH AND SAFETY

- 45.01 The Employer shall continue to make reasonable provisions of the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 45.02 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 45.03 The obligation contained herein does not apply to the provision of safety shoes or boots or the provision of clothing. The provision of these items shall be in accordance with the specific language in the Collective Agreement.
- 45.04 (a) The Employer and the Union agree that they mutually desire to comply with the terms of Article 45.01 and to maintain standards of safety and health as well as prevent job related accidents, injury and illness.

- (b) Recognizing its responsibilities under the applicable legislation, the Employer will establish a Health and Safety Committee of six (6) representatives with three (3) representatives selected or appointed by the Union from amongst bargaining unit employees and three (3) selected from and by Management.
- (c) Such Committee shall identify operational concerns and potential dangers and hazards, institute means of improving health and safety programs and recommend to the Employer actions to be taken to improve conditions related to the ambulance service and health and safety.
- (d) Meetings shall be held at least every third (3rd) month, or more frequently at the call of the Chair if required.
- (e) The Parties agree to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (f) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all rules and practices concerning the ambulance service operations and health and safety practices.
- (g) Notwithstanding the foregoing, it is understood and agreed that meetings of the Committee may have to be delayed or curtailed due to the operational requirements of the Employer.

ARTICLE 46 - ADVANCED CARE PARAMEDIC (ACP) TRAINING (FULL-TIME ONLY)

- 46.01 (a) The Employer will pay the cost of tuition for ACP training only through County initiated funding and approval by County Council.
- (b) The Employer will also pay the employee his normal weekly wages during the period of clinical training and preceptorship. However, should either the clinical or preceptorship phase of the training require an extension beyond the normal period of training, the employee will be required to take a leave of absence without pay for such an extension in the training.
- (c) The employee will be responsible for arranging time off during the period of didactic training. In this regard, the Employer will cooperate with the employee to allow the employee to exchange shifts or to re-schedule hours lost during the period of didactic training.

- (d) As a condition of receiving ACP training, a full-time employee who successfully completes such training shall not terminate his full-time employment with the Employer for the three (3) year period subsequent to the completion of the training. In the event that such employee terminates his full-time employment for any reason, it is agreed that the employee shall immediately repay the Employer for the cost of the tuition previously paid by the Employer and that such tuition will be a debt owed by the employee to the Employer. Further, the Union agrees that the Employer may withhold from payment to such employee all wages owed to the employee upon his termination date.
- (e) The selection process for the filling of ACP training positions within the bargaining unit will be based on the following factors:
 - (i) Each applicant must possess: Current certification as AEMCA
 - (ii) The successful completion, as determined by the teaching facility, of the entry requirements with respect to length of service and the examination established by such teaching facility. In the event the examination is cancelled in any curriculum year, the employees enrolled for such examination must reenroll for the examination in a following year, if interested. If the teaching facility schedules a second writing of the examination in any curriculum year for whatever reason, those employees who were successful in the first writing and who have been selected for paramedic training prior to the second writing of the examination shall not be displaced by a successful candidate to the second writing notwithstanding any seniority issue.
 - (iii) Company based seniority.

46.02 It is understood that the Collective Agreement continues to apply except for hours of work and overtime provisions. Notwithstanding, it is further understood that any actions of the Base Hospital, certifying agencies, or their representatives, do not come under the jurisdiction of the Collective Agreement and, therefore, cannot constitute a difference or dispute or grievable action under the Collective Agreement. This understanding does not limit an employee's right to grieve actions of its Company including disciplinary action up to and including dismissal from employment which may occur during the period of leave of absence.

46.03 Should the employee successfully achieve certification, the Advanced Care Paramedic (Land Ambulance) rate of pay will then apply.

- 46.04 All employees will be required to maintain certification in all delegated medical acts which are required by the Company.
- 46.05 An Advanced Care Paramedic who is deactivated and/or decertified by Base Hospital or the Ministry of Health, but retains certification in SAED and Symptom Relief skills, will be allowed to work as a Primary Care Paramedic , on a temporary basis, for a maximum period of six (6) months. While endeavouring to obtain reactivation and/or recertification by the end of the aforementioned six (6) month period, he or she will become a Primary Care Paramedic on a permanent basis. If the employee is successful in obtaining the required recertification and/or reactivation during the six (6) month period referred to above, he or she will return to Advanced Care Paramedic status.
- An Advanced Care Paramedic who is otherwise deactivated and/or decertified by Base Hospital or the Ministry of Health will be assigned non-patient care duties for a maximum of a one (1) week period. If the employee has not obtained a reactivation and/or recertification within this one (1) week period, the employee will be placed on a temporary layoff without pay for a maximum of six (6) months. Insurance benefits and employment status will be maintained for the six (6) month period. If the employee is successful in obtaining the required recertification and/or reactivation during the six (6) month period referred to above, he or she will return to Advanced Care Paramedic status. If there is an outstanding judicial review challenging the deactivation and/or decertification, the Employer will extend the initial six (6) month leave period up to an additional six (6) months with insurance benefits and employment status remaining. The employee will be terminated after one (1) year on layoff notwithstanding any continuing judicial review. It is understood that during the layoff period, benefits being continued will not include short-term or long-term disability coverage.
- If there is no outstanding judicial review and the employee has not obtained recertification and/or reactivation by the end of the initial six (6) month period, the employee will be terminated. If the employee has only obtained SAED and Symptom Relief skills by the end of this period, the employee will become a Primary Care Paramedic on a permanent basis, provided there is a permanent (PCP) vacancy available, in the bargaining unit.
- If there is no Primary Care Paramedic vacancy available, the Advanced Care Paramedic will have the option of displacing the least senior full-time Primary Care Paramedic in the bargaining unit, providing he/she provides the Employer with sufficient notice of intention to displace within the six (6) month “recertification period” referred to above, in order to allow the

Employer to provide the Primary Care Paramedic being displaced with at least four (4) months' notice of layoff. Any such displacement will not occur until this notice period is completed.

If a Primary Care Paramedic is displaced by an Advanced Care Paramedic no longer certified at the Advanced Care Paramedic level as set out above, he/she shall receive a notice of layoff and become a part-time employee in the bargaining unit with first claim on available part-time hours of work under the provisions of Article 34.02. In addition, such an employee will retain first recall rights to any full-time position PCP vacancy during the eighteen (18) month period commencing from the date of transfer to part-time status.

It is understood that the displacement of an employee from full-time status to part-time status under this provision shall not result in the payment of any severance pay under the Collective Agreement to the employee so displaced.

A Primary Care Paramedic who is deactivated and/or decertified by Base Hospital or the Ministry of Health will be assigned non-patient care duties for a maximum of a one (1) week period. If the employee has not obtained a reactivation and/or recertification within this one (1) week period, the employee will be placed on a temporary layoff without pay for a maximum of six (6) months. Insurance benefits and employment status will be maintained for the six (6) month period. If the employee is successful in obtaining the required recertification and/or reactivation during the six (6) month period referred to above, he or she will return to Primary Care Paramedic status. If there is an outstanding judicial review challenging the deactivation and/or decertification, the Employer shall extend the initial six (6) month period up to an additional six (6) months with insurance benefits and employment status remaining. The employee will be terminated after one (1) year on layoff if the issue is not resolved. It is understood that during the layoff period, benefits will not include short-term or long-term disability coverage.

NOTE: A temporary layoff under this clause is not to be considered as a layoff for any other purpose under this Collective Agreement.

NOTE: The granting of a layoff under this provision is not considered a disciplinary sanction. The granting of a layoff is without prejudice to the right of the Company to discipline the employee for the events resulting in a deactivation or decertification noted in this provision, subject to the right of the affected employee to grieve any such discipline.

NOTE: The Employer will make every reasonable effort to arrange the opportunity for the employee to recertify within sixty (60) days of the commencement of the leave of absence under this provision.

- 46.06 An employee who voluntarily leaves the training program, or is involuntarily removed from the program, shall return to his/her same spot in the rotation.

ARTICLE 47 – ADVANCED TRAINING

47.01 **“Advanced” Training for Primary Care Paramedics**

“Advanced” in this provision means any training or certification above the level of Primary Care Paramedic (PCP), as defined in Schedule 1 of Ontario Regulation 257/00 under the *Ambulance Act, RSO 1990 c.A.19*, as may be amended from time to time, which is not training or certification leading to Advanced Care Paramedic (ACP) certification as referred to in Article 46 of the Collective Agreement.

In the event the Employer requires “Advanced” training of its Primary Care Paramedics, the Employer agrees to meet with the Union for the purpose of discussing the required training or certification. Selection of a Primary Care Paramedic to any “advanced” training or certification program established by the Employer will be based on seniority provided the Paramedic has met any prerequisite criterion or condition for such training or certification established either by the Employer or by a third party selected by the Employer to provide the training or certification.

ARTICLE 48 – TRANSFERS OUTSIDE OF THE BARGAINING UNIT

- 48.01 (a) No employee shall be promoted to a position outside the bargaining unit without their consent. If an employee is promoted to a permanent position outside of the bargaining unit, subsequent to the signing of this Agreement, they shall retain their seniority acquired at the time of leaving the bargaining unit for a period not to exceed twelve (12) months. Such an employee may only return to the bargaining unit during the twelve (12) month probationary period for this position, if laid off, terminated from the assignment or through the posting procedure. Such return shall not result in the displacement of an employee with greater seniority. It is understood by the Parties that upon return to this bargaining unit position, it is intended that the successful applicant will return to their former permanent position. However, if their former permanent position no longer exists or is occupied by an employee with greater seniority, the layoff provisions of Article 34 shall apply.

- (b) Bargaining unit employees transferred to a temporary position outside of the bargaining unit shall continue to pay union dues for the duration of the leave to a maximum of twenty-four (24) months. Such employees shall accumulate seniority to a maximum of one hundred and eighty (180) calendar days, at which time seniority will cease to accumulate. It is also understood that seniority will accumulate for a maximum of three hundred and sixty-five (365) calendar days within each twenty-four (24) month rolling period and seniority will be retained but no longer accrued after the three hundred and sixty-five (365) calendar days. In the event the employee is returned to the bargaining unit within twenty-four (24) months, they shall resume earning seniority credit from the point at which accumulation ceased.
- (c) It is understood that any member of the bargaining unit appointed to a temporary un-posted non-union position will not be responsible for labour relations or human resources issues involving bargaining unit members. Such matter will be referred to permanent non-union Deputy Operations Superintendents and Operations Superintendents.

ARTICLE 49 - COST OF AGREEMENT

- 49.01 The Parties agree to share equally in the cost of printing the Collective Agreement, subject to mutual agreement on the format.

ARTICLE 50 - DURATION

- 50.01 This Agreement will be in effect from January 1, 2021 and will expire on December 31, 2024.
- 50.02 Either Party may, within a period of one hundred and twenty (120) days before the Collective Agreement expires, provide notice in writing to the other Party of its intention to bargain the renewal of the Collective Agreement or the making of a new Agreement.
- 50.03 In the event that neither Party serves notice to bargain in accordance with Article 50.02, this Agreement shall renew itself automatically for a period of one (1) year from its termination date. At that time, the Agreement will terminate unless either Party provides notice under Article 50.02, within the one hundred and twenty (120) day period prior to the termination.

ARTICLE 51 - GENDER

- 51.01 Whenever the masculine gender is used in this Agreement, the feminine gender is deemed to be equally appropriate and vice versa.

DATED at London, Ontario this _____ day of _____, 2022.

MIDDLESEX-LONDON EMERGENCY
MEDICAL SERVICES AUTHORITY:

DocuSigned by:
Kelly Dolan
D6C8B0A16B514A3...
[Signature]
2B50A51351C0DCE...
DocuSigned by:
Adam Bennett
DocuSigned by:
Neal Roberts
4643E4C991D248D...

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION:

DocuSigned by:
[Signature]
D6C8B0A16B514A3...
M. GATLEY
DocuSigned by:
[Signature]
DocuSigned by:
[Signature]
05EDD07A2E8143D...
Tracy More
[Signature]

SCHEDULE "A" - WAGES

Job Classification	Level	2020 Rates	1.25% inc	Jan 1/21	1.25% inc	July 1/21	1.25% inc	Jan 1/22	1.25% inc	July 1/22	2% inc	Jan 1/23	2% inc	Jan 1/24
Primary Care Paramedic	Start	\$37.70	\$0.47	\$38.17	\$0.48	\$38.65	\$0.48	\$39.13	\$0.49	\$39.62	\$0.79	\$40.41	\$0.81	\$41.22
	1st year	\$39.07	\$0.49	\$39.56	\$0.49	\$40.05	\$0.50	\$40.55	\$0.51	\$41.06	\$0.82	\$41.88	\$0.84	\$42.72
	2nd year	\$40.05	\$0.50	\$40.55	\$0.51	\$41.06	\$0.51	\$41.57	\$0.52	\$42.09	\$0.84	\$42.93	\$0.86	\$43.79

Job Classification	Level	2020 Rates	1.25% inc	Jan 1/21	1.25% inc	July 1/21	1.25% inc	Jan 1/22	1.25% inc	July 1/22	2% inc	Jan 1/23	2% inc	Jan 1/24
Advanced Care Paramedic	Start	\$42.21	\$0.53	\$42.74	\$0.53	\$43.27	\$0.54	\$43.81	\$0.55	\$44.36	\$0.89	\$45.25	\$0.90	\$46.15
	1st year	\$43.75	\$0.55	\$44.30	\$0.55	\$44.85	\$0.56	\$45.41	\$0.57	\$45.98	\$0.92	\$46.90	\$0.94	\$47.84
	2nd year	\$44.86	\$0.56	\$45.42	\$0.57	\$45.99	\$0.57	\$46.56	\$0.58	\$47.15	\$0.94	\$48.09	\$0.96	\$49.05

Where an employee upgrades to an ACP status and posts into an ACP position, they shall be placed on the wage grid according to their current level of seniority.

NOTE: Part-time employees will be paid at the start rate of the wage scale. Part-time employees will progress to the next step on the wage scale after working two thousand and eighty (2,080) hours.

GWl as follows (all steps of grid):

2021	Jan 1 – June 30 – 1.25%;	July 1 – Dec 31 – 1.25%
2022	Jan 1 – June 30 – 1.25%;	July 1 – Dec 31 – 1.25%
2023	2%	
2024	2%	

SCHEDULE "B" - LIFE INSURANCE

Employee - Life Insurance	Two (2) times annual earnings, rounded to the next higher multiple of \$1,000, if not already such multiple, to a maximum of \$500,000.
Employee – A, D. & D.	Two (2) times annual earnings, rounded to the next higher multiple of \$1,000, if not already such multiple, to a maximum of \$500,000.
Employee's spouse	\$10,000
Employee's Children	\$6,000 (upon discharge from hospital after birth)

NOTE: In addition to the Life Insurance Benefits provided above, employees shall have the option of purchasing additional Life Insurance at their own expense.

SCHEDULE "C" - WEEKLY INDEMNITY BENEFITS

1. Short-Term Disability – Twenty-six (26) Week Period

Benefit period commences the first (1st) day in case of injury;
Benefit period commences the fourth (4th) day in case of illness;
Benefit period ends after twenty-six (26) weeks;
Benefit is seventy-five (75) percent of earning with no maximum

2. Long-Term Disability – from Twenty-six (26) Weeks to Age Sixty-five (65)

Benefit period commences after twenty-six (26) weeks;
Benefit period ends at age sixty-five (65);
Benefit is seventy-five (75) percent of earnings with no maximum
Two (2) year own occupation.

3. Dental Benefits

Basic Dental – Recall for adults every nine (9) months
Annual Cap of \$2,000 per family member
Major Restorative – Annual Cap of \$1,500 per family member
Orthodontics – Lifetime Cap of \$2,000 per family member

4. Psychological

Increase Psychological amount to \$2,000 per calendar year (employee only).

SCHEDULE "D" – EMPLOYEES WITH SENIORITY PRIOR TO APRIL 23, 2000

Full-Time

Name

Skelton, Chris
Critchley, Cindy
Gordon, Robert
Whiston, Mark
Pinnell, Gary
Coffin, Kevin
Tyo, Dan
Siderius, Jeff
Wilson, Peter
Schelhaas, Patricia
Herrington, Jamie
Restorick, Lee
Cook, Lori
Labodi, Frank
Smith, Greg
Blanchard, Dale
Hill, James
Turbide, Andre
Moniz, Paul
Keane, Paul
Weiss, Mark
Waterman, Lee
Seeley, William
McCoy, Robert
Matous, Kelli
Pickering, Cathy
Hawkins, Ronald
Heaman, Michael
Sadler, William
Jackson, Lynda
Lavoie, Marc
Skelton, Jeff
Huggins, Stephen
Cockburn, Christine
Mortier, Chris
Riese, Al
VanOpstal, Michelle
Coulter, Kevin
Sutherland, Dustin
Gee, Robert
Reffell, Dean
Weir, Jeff
Ruddle, Scott
Vanderydt, Chris
Harrison, Janis
Black, Don

Part-Time

Name

Andrews, Mel
Rockwood, Brian
Langford, Paul
Verberne, Rob
Cann, Jon

LETTER OF UNDERSTANDING #1

Re: Master Rotation

WHEREAS the Parties agree that there is a Master Rotation Schedule;

AND WHEREAS with respect to Article 16 and Article 24 hereto, clarification is as follows:

1. Anytime the Company wishes to change the master rotational schedule or the platoon make up, the Union will be consulted and meetings will be held with the Employee Relations Committee. The Company may change the master rotational schedule or the platoon roster without the consent of the Union, but only after having held meetings to discuss the matter so that all points of view may be thoroughly discussed.
2. All supervisory personnel shall be responsible for the performance of work expected of non-supervisory ambulance officers. It is understood and agreed that the services performed of a supervisory nature will be in addition to those duties required of an ambulance crew and not in lieu of the job function performed by non-supervisory personnel in the ordinary course of their duties.
3. The on-duty personnel shall police themselves during times when supervisory personnel are away from the base. It is understood and agreed that in interpreting this Agreement, the Parties acknowledge there are instances when supervisory functions must be exercised parallel to or in lieu of non-supervisory functions.
4. When the Employer changes the master rotational schedule, PCP and ACP rated employees will be assigned their preference of stations and shifts, in order of seniority, for positions in the same classification on the changed schedule.

DATED at London, Ontario this _____ day of _____, 2022. 20 October 2022 | 8:53 AM EDT

MIDDLESEX-LONDON EMERGENCY
MEDICAL SERVICES AUTHORITY

DocuSigned by:

Kelly Dolan

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Adam Bennett

Neil Roberts

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ONTARIO PUBLIC SERVICE
EMPLOYEES UNION:

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M. GATE

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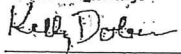
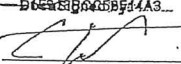
LETTER OF UNDERSTANDING #2

Re: Supervisory Staff

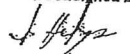
Subject to the provisions of Article 36.07 regarding filling of open shifts, operators and their Operations Superintendent/Deputy Operations Superintendent will be able to continue their existing practice of performing bargaining unit work.

DATED at London, Ontario this _____ day of _____ 20 october 2022 | 8:53 AM EDT, 2022.

MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY:

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Adam Bennett
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Mal Roberts
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ONTARIO PUBLIC SERVICE EMPLOYEES UNION:

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M. G. G.
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Foley, Louis
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LETTER OF UNDERSTANDING #3

Re: Loss of Driver's Licence

Where an employee who has his driver's license temporarily revoked for non-culpable reasons, the Employer will endeavour to provide modified duties for the duration of the suspension period, or until the suspension is revoked.

Where modified duties are not available, the employee will be considered on a leave of absence without pay for the duration of the license suspension.

This Letter does not prevent the Employer from exercising discipline under the Collective Agreement due to the events which caused a licence suspension, subject to the employee's rights under the grievance procedure.

DATED at London, Ontario this _____ day of _____, 20 October 2022 | 8:53 AM EDT

MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY:

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Kelly Dolan

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ONTARIO PUBLIC SERVICE EMPLOYEES UNION:

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Patry Kozzi

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LETTER OF UNDERSTANDING #4

Re: Temporary Upgrades

The Parties agree that when a part-time employee is temporarily upgraded to a full-time position to replace temporary absences of full-time staff, they will be treated for all purposes as full-time staff except that:

1. No Health & Welfare Benefits Plans (as per Article 44.01, 44.02, 44.03), Personal Leave (as per Article 38), or Designated Holiday (as per Article 31) will apply as they will be in receipt of in-lieu of benefits (as per Article 44.04).
2. Vacation hour credits will be made at ten (10) hours for each month completed in a full-time contract position. Article 32.02 and 32.07 will not apply for the duration of the contract.
3. When a part-time employee leaves a temporary upgrade, any accrued, unused, vacation time will be paid out on the closest pay to the contract end date.
4. If a part-time employee in a temporary upgrade voluntarily leaves a contract, the employee will have to wait two (2) months before being eligible for another contract.

DATED at London, Ontario this _____ day of _____, 20 October 2022 | 8:53 AM EDT, 2022.

MIDDLESEX-LONDON EMERGENCY
MEDICAL SERVICES AUTHORITY:

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Kelly Dolan

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Adam Bennett

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Nat Roberts

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ONTARIO PUBLIC SERVICE
EMPLOYEES UNION:

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M. GALEY

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Foley, Karri

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LETTER OF UNDERSTANDING #5

Re: Job Sharing

The Employer agrees to discuss with the Union, upon request, job sharing arrangements and the implementation of a job sharing arrangement so long as there is no additional cost to be incurred by the Employer.

20 October 2022 | 8:53 AM EDT

DATED at London, Ontario this _____ day of _____, 2022.

MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY:

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Kelly Dolan

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Adam Bennett

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Neil Roberts

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ONTARIO PUBLIC SERVICE EMPLOYEES UNION:

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J. Hays

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M. GATLEY

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Foley, Lorne

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LETTER OF UNDERSTANDING #6

Re: Retiree Benefits

Employees who elect to take early retirement and are receiving an OMERS pension may continue to participate in the Middlesex-London EMS extended health care (prescription drug plan and preventative vaccines only), vision and dental benefit plans to age sixty-five (65) providing the employee pays the required percentage of the monthly premium costs in advance. Long-term disability, group life, A.D.&D and dependent life are not available. However, the group life can be converted to an individual policy if the person retiring makes arrangements with the carrier.

Employees who have worked for Middlesex-London EMS for at least a period of twenty-five (25) years are required to pay fifty (50) percent of the premiums.

Employees who have worked for Middlesex-London EMS for between fifteen (15) and twenty-five (25) years are required to pay seventy-five (75) percent of the premiums.

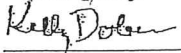
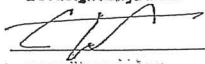
Employees who have worked for Middlesex-London EMS for less than fifteen (15) years are required to pay one hundred (100) percent of the premiums.

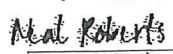
Out of Country coverage is not part of the early retiree benefit plan.

Retiree benefits will not be eligible where the retiree is in receipt from another plan.

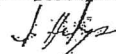
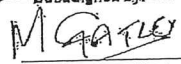
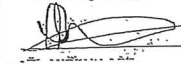
DATED at London, Ontario this _____ day of _____, 2022. 20 October 2022 | 8:53 AM EDT

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ONTARIO PUBLIC SERVICE EMPLOYEES UNION:

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LETTER OF UNDERSTANDING #7

Re: Advanced Care Paramedic Postings

If an Advanced Care Paramedic (ACP) position is posted, then the most senior employee who has the qualifications shall be awarded the position.

If there are no ACP employees currently certified through the South West Ontario Regional Base Hospital Program (SWORBHP), then the position will be awarded to the most senior employee who is currently enrolled in an Advanced Care Paramedic Program. The individual who is awarded the position will not assume the role unless and until he/she has successfully completed the Advanced Care Paramedic Program that he/she is enrolled in and has been certified by the SWORBHP as endorsed by Middlesex London Paramedic Service. This position will be held until the completion of the program year and will not be carried over into another year if the candidate does not complete the course fully. In the interim, the position will be filled as a temporary upgrade position with the most senior employee who applies.

If an ACP position is posted and there are no certified applicants or current employees enrolled in an ACP program, then Middlesex-London EMS will revert back to the past practice of posting externally for an ACP applicant to fill the vacancy.

DATED at London, Ontario this _____ day of _____, 2022. 20 October 2022 | 8:53 AM EDT

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Adam Bennett

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Neil Roberts

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M. GATLEY

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Foley, Lanni

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LETTER OF UNDERSTANDING #8

Re: Vacation "Time" For Part-Time Employees

Part-time employees are entitled to vacation "time" without pay away from work. Vacation pay is already covered off by the vacation percentage that is paid out every pay. Vacation time allotments will be as follows:

Employees under two thousand and eighty (2,080) hours will receive two (2) weeks of vacation time.

Employees over two thousand and eighty (2,080) hours will receive three (3) weeks of vacation time.

Employees over twenty thousand, eight hundred (20,800) hours will receive four (4) weeks of vacation time.

Approvals for vacation time will be on a seniority basis and must be submitted in accordance with Article 32.05. After such time it will be on a first-come, first-serve basis.

The time must be taken in one (1) week blocks commencing Sunday and ending Saturday.

A maximum of two (2), one (1) week blocks can be taken in the third quarter of July, August, and September.

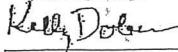
Up to four (4) part-time employees will be allowed to take vacation during the same period, subject to operational requirements.

DATED at London, Ontario this _____ day of _____, 2022

20 October 2022 | 8:53 AM EDT

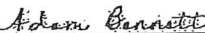
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MEDICAL SERVICES AUTHORITY:

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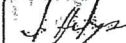
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ONTARIO PUBLIC SERVICE
EMPLOYEES UNION:

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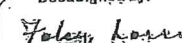
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LETTER OF UNDERSTANDING #9

Re: Full-Time Shuffle Opportunities

Introduction:

- (a) There will be two set times for shuffles in the spring and fall. This is to limit the disruption that frequent shuffles can cause and provide a clear and consistent process to follow. All Full-Time employees are eligible to participate in a shuffle. For clarity the schedule that is distributed is also known as the Master Rotation.
- (b) Any newly created position, or vacancy, that occurs on the master rotation between shuffle dates will be filled by new full-time employee(s). Any new full-time employee will remain in this spot until the next shuffle date, when they will be displaced from this position for mandatory inclusion in the shuffle.
- (c) ACP held positions will be included in shuffles as open positions, the same number of "held" positions may remain when the shuffle is completed based on current needs at the time of the shuffle.

Dates and deadlines:

- (a) The spring date will be in or around March 1st and the fall date will be in or around October 1st. There will be an email to staff looking for involvement in a shuffle. Any new positions filled since the last shuffle or vacancies as of this date will be included in the shuffle. Anyone who indicates they want to participate will submit in writing 48 hours prior to the shuffle their intent to participate. For greater clarity, if March 16th at 0800 is the shuffle, any bid later than March 14th at 0800 is considered late and will not be included.
- (b) The results from the spring shuffle (March 1st date) will be implemented at the start of the first full pay period in July. The results from the fall shuffle (October 1st date) will be implemented at the start of the first full pay period in January.

Clarity note:

By using March 1st, this allows for a fourteen (14)-day posting, example a shuffle on March 15th. Five (5) days for review/contesting (March 20). Full time vacation is to be submitted by the existing April 1st deadline for the period July thru December which the new schedule will be in effect for. Part time availability for July needs to be submitted by May 1st allowing scheduling time to work. Hopefully continuing to use the April 1st deadline for shuffle will assist with evaluation of part time staffing needs for hiring.

Using October as date for fall allows for same timelines, but does not interrupt the Christmas vacation schedule, gives similar time frame for vacation and part time availability submissions (January, February, March PT submit by Dec 1)

New Full Time Position/Vacancies:

- (a) Between shuffle dates, any newly created/vacated position to be filled with a Full Time employee will be filled immediately with the newly hired Full Time employee.
- (b) At the next shuffle date from hiring, these "new" Full Time employees will be displaced from their positions for mandatory inclusion in a shuffle. This will allow all Full-Time employees an opportunity to select a vacant/new position by seniority without causing frequent shuffles throughout the year.
- (c) If a vacancy occurs at the same time as a shuffle, mandatory inclusion will occur immediately and there will be no further displacement for new Full-Time employees.

Process:

- (a) Any employee who chooses not to participate will have their name remain in their position on the master rotation.
- (b) The Master Rotation will be distributed to staff indicating open positions and a seniority list.
- (c) All employees who participate in a shuffle will then select from any open position based on seniority and classification.

Deferring:

A PCP may defer a selection pending availability of an ACP position. Once all ACP positions have been designated, PCP's shall be contacted by seniority to select the vacant ACP position.

Where a PCP defers selection, it is up to the PCP employee to contact scheduling to select a position.

Filling of spots:

- (a) Only a PCP will be allowed to occupy a position designated as a PCP position on the master rotation.
- (b) A certified ACP will be given preference when bidding on a designated ACP position. If there are open ACP positions remaining after all certified ACP's have been placed, preference will then be given to PCP's who are currently enrolled in the ACP program and/or awaiting certification.
- (c) If ACP positions still remain open in the master rotation after step b), PCP's may then occupy the remaining positions, by seniority, with exception to the following note.

Note: An equal number of ACP positions that show as "OPEN" on the master rotation (excluding flex-float positions) at the beginning of the shuffle, must remain open when the shuffle is complete.

- (d) The flex-float positions will be considered to be dual classification and therefore can be occupied by an ACP or PCP.
- (e) Management reserves the right to limit close ACP positions for bidding to ensure even distribution of ACPs across platoons.

Proxy pick:

- (a) If for any reason you want to have someone else make your bid selection for you (example: unavailable during a shuffle period) you should assign a proxy to bid on your behalf.
- (b) When you Email your intent to participate you must also include your proxy contact information (name and phone number). In the case of a system wide shuffle, an email address will be communicated in the announcement of who to notify for your proxy.
- (c) Your proxy will be contacted in place of you, they will make a bid selection for you, you will not be contacted to confirm, you will not be able to contest any selection made by your proxy.

ACP Held Positions:

Where a Part time PCP employee who is enrolled in an ACP program and is holding an ACP designated position pending completion of the program;

- (a) An ACP position will be designated as "ACP HELD".
- (b) The employee will not select this position. The ACP HELD position will be the assigned ACP designated position that must remain available after all Full-Time employees have selected (there must be an equal number of ACP designated positions available to match ACP HELD positions).

Bumping rights:

- (a) In the event the employer changes the working conditions of a vehicle (for example changing the physical location of deployment, start/stop times, hours of vehicle, work assignments, pairing station) then those affected employees will have bumping rights.
- (b) An employee with bumping rights has the right during the shuffle to displace a junior employee from their position of the master rotation based on classification, this newly displaced employee now has bumping rights and this process will continue until all employees have been placed into open positions or there is no more bumping that can occur.
- (c) Any employee who has less seniority than the employee with bumping rights must be available (or their proxy) to select a position in the event that they are bumped.
- (d) Employees who have greater seniority than the most senior employee with bumping rights and are not participating in the shuffle will not be contacted.

System wide shuffle:

In the event the union and management agree to have a system wide shuffle, the following shall occur:

- (a) All positions on the master rotation are listed as open
- (b) Filling of positions process occurs.

Shuffling of Temporary Upgrades:

When there is a shuffle, there will also be a shuffling of "contract" assignments on its completion. Allowing part time employees who replace vacancies (contracts) an opportunity to select a new vacancy by seniority.

Notes

- (a) Newly certified ACP, will be allowed to work as an ACP in their current position. If it is a PCP position, they will be displaced with bumping rights at the next shuffle date.
- (b) A new Full-Time employee who has mandatory inclusion in a shuffle is not granted bumping rights.
- (c) When a former FT (now PT) employee gets a FT position again, they get a newly vacant position for the hire, then can use full seniority at shuffle time.

DATED at London, Ontario this _____ day of _____ 20 October 2022 | 8:53 AM EDT, 2022

MIDDLESEX-LONDON EMERGENCY
MEDICAL SERVICES AUTHORITY:

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION:

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Kelly Dolan
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Adam Bennett
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Neal Roberts
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LETTER OF UNDERSTANDING #10

Re: Vacancies

Whereas there are two (2) existing vacant Deputy Superintendent positions as of November 2021;

And Whereas the Parties are interested in filling full-time paramedic positions in the bargaining unit;

Now therefore, the Parties agree as follows:

1. The Employer shall post and fill these two (2) existing vacancies as paramedic positions in the bargaining unit in accordance with the provisions of Article 4.
2. Where future vacancies occur through attrition for the Deputy Superintendent positions, the position shall immediately revert to the bargaining unit and be filled in accordance with the provisions of Article 4.

DATED at London, Ontario this _____ day of _____, 20 October 2022 | 8:53 AM EDT, 2022.

MIDDLESEX-LONDON EMERGENCY
MEDICAL SERVICES AUTHORITY:

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Kelly Dolan

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Adam Bennett

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Nial Roberts

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ONTARIO PUBLIC SERVICE
EMPLOYEES UNION:

J. Hays

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M. GALEY

DocuSigned by:

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DocuSigned by:

Felix Kouri

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LETTER OF UNDERSTANDING #11 – MEAL BREAKS TRIAL PROGRAM

Between: Middlesex-London Paramedic Service
(Hereinafter called the “Employer”)

- and -

Ontario Public Service Employees Union
And its Local 147
(Hereinafter called the “Union”)

Re: Meal Breaks Trial Program
Meal Breaks Agreement Under Regulation 491/06, ESA, 2000

The employer shall provide a meal break of thirty (30) minutes for employees. The meal break shall be no earlier than four (4) hours into their shift and no later than seven (7) hours in the shift. The employer agrees to pay fifteen dollars (\$15.00) where all of the following criteria are met:

- The paramedic has not been afforded the opportunity to start a thirty (30) minute meal break within the above window and,
- Management is notified of a possible missed meal break no later than five (5) hours into their shift.

Employees in the above circumstances who are required to purchase a meal outside of their originating base will be permitted up to fifteen (15) minutes of travel time prior to the start of their meal break.

In the event of a regular shift in excess of ten (10) hours, the Employer shall also provide a second meal break of either two separate fifteen (15) minute periods or one (1) thirty (30) minute period, at the Employer's discretion, to be taken at any time after the completion of six (6) hours into the shift.

In addition to the above, in the event that an employee does not receive their full break periods as set out in the letter and provided the employee has notified the Employer not later than five (5) hours into their shift of a potential missed first meal break and not later than two (2) hours prior to the end of his/her scheduled shift of a potential missed second meal break(2), the Employer agrees that it will pay the employee at the rate of time and one-half for one thirty (30) minute period during the shift resulting in an extra fifteen (15) minutes of pay for the shift.

This Letter of Understanding will remain in effect for six (6) months. Prior to the six (6) month period, the parties shall meet to review the statistical data and determine the viability of renewing the Letter of Understanding for a further period or to the end of the contract upon mutual agreement.

DATED at London, Ontario this _____ day of _____, 20 October 2022, 8:53 AM EDT

MIDDLESEX-LONDON EMERGENCY
MEDICAL SERVICES AUTHORITY:

DocuSigned by:

Ruby Doherty

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Adam Bennett

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Neal Roberts

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ONTARIO PUBLIC SERVICE
EMPLOYEES UNION:

DocuSigned by:

M. GATLEY

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DocuSigned by:

Foley, Kari

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LETTER OF UNDERSTANDING #12

Re: Long-Term Care Community Paramedics

WHEREAS it is understood that "regular operations" AND "911 operations" AND "regular rotational position" AND "regular 911 operations" all refer to the Master Rotation held by MLPS Operations Division, implying non-Community Paramedicine related duties.

WHEREAS the Parties acknowledge and agree that this Letter of Understanding only applies to Paramedics who are designated as part of the Long-Term Care CP program (CP-LTC), and excludes Paramedics working in all other Community Paramedic initiatives. This includes, but limited to, COVID-19 Response, COAST Program, HOME program, and CSS programming;

AND WHEREAS all staff currently appointed to Community Paramedicine's "CORE Programming":

- It is understood that the duties and responsibilities of the new CP-LTC will be built off the current duties and responsibilities of the "CORE Programming". Accordingly, all staff currently assigned to "CORE Programming", or those Paramedics who have received Middlesex-London Paramedic Service's "CORE Training", will be given the option to accept roles as CP-LTCs (Part/ Full-Time status to be determined following recruitment, based upon CP-LTCs full MLPS Seniority).

AND WHEREAS the Parties acknowledge and agree that these positions will be filled as permanent rotational positions, whereby all full-time CP-LTCs will be permanently moved to CP-LTC rotations; and shall commit to no less than 12-months as full-time CP-LTCs;

AND WHEREAS the parties agree that the remaining CP-LTC positions are to be selected, based upon the language in the CP-LTC Job Posting, which includes but not limited to, the requirement of an entrance exam.

AND WHEREAS the parties agree that the following scheduling and certification rules shall be in place for all CP-LTC staff:

1. Paramedics who have entered into CP-LTC positions and wish to move back into regular operations are required to do so during a scheduled "shuffle", and;
 - (a) Must bid into an open rotational position that is of the same certification level that the paramedic held when entering into CP-LTC (example - an ACP who enters CP-LTC, must bid into an available open ACP rotation, and cannot bid into an open PCP rotation).

- (b) If a CP-LTC voluntarily bids back into a regular rotational position, they do not have any bumping privileges, and must follow the standard "shuffle" process.

CP-LTC Paramedics have their own approval list for vacation purposes (Overall seniority is as per Collective Agreement). The employer will make every effort not to unreasonably deny a CP-LTC vacation request, provided operational requirements are met.

CP-LTCs must remain in good standing with the Southwest Ontario Regional Base Hospital Program (SWORBHP) at the certification level they possessed upon entering CP-LTC.

2. Shift Trades

Employees may be permitted mutual exchange of shifts with either full-time or part-time employees who have CP-LTC training provided that the exchange request has been made through the scheduling software, at least two (2) calendar days in advance of such exchange. The exchange cannot result in a cost to the Employer and it cannot put the organization in a position of having two (2) Advanced Care Paramedics working together. Part-time employees cannot exchange shifts that are not equal in hours with other part-time employees. The approval of the exchange shall be given through the scheduling software, by the Scheduler, Community Paramedic Superintendent or an Operations Superintendent. The Employer and the Union agree to review any alleged incidents of abuse of this privilege as it relates to individual employees. The Employer may grant shift changes with less than two (2) days' notice at its sole discretion.

Part-Time CP-LTCs should note:

Where Full-time employees hold a Part-time CP-LTC position, the employees may be contacted by phone call and asked to change a 911 shift for a CP shift.

Should no FT employee holding a Part-time CP-LTC position accept the shift change, per following Article 6.02 of the Collective Agreement, they may be assigned a CP-LTC shift. The assignment of this shift following the arrival and start of their regularly assigned duties on that day. This process is intended to accommodate last minute vacation requests, or other open shifts, to prevent down staffing.

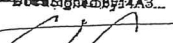
For Part-Time CP-LTCs who hold Part-Time status in the regular operation, they will be required to maintain all requirements of Part-Time Availability, following Article 36, which shall include a minimum of one (1) CP-LTC shift per week.

3. Should a classified Part-Time Paramedic (from regular operations), holding a Part-Time CP-LTC designation be awarded a Full-Time rotational position in regular 911 operations, MLPS will have the discretion to maintain the paramedic's CP-LTC status. This will be done balancing scheduling needs against the need to maintain Part-Time flexibility for last-minute shift filling.
4. If a Full-Time CP-LTC Paramedic vacates their CP rotation, the position will be offered to qualified MLPS staff, based upon MLPS seniority.

DATED at London, Ontario this _____ day of _____ 20 October 2022 | 8:53 AM EDT, 2022.

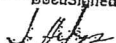
MIDDLESEX-LONDON EMERGENCY
MEDICAL SERVICES AUTHORITY:

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Adam Bennett

Neil Roberts
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ONTARIO PUBLIC SERVICE
EMPLOYEES UNION:

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Kelly Koon
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