Collective Agreement

between

The Regional Municipality of Niagara

and the

Canadian Union of Public Employees
And its Local 911 (formerly 1019)

September 29, 2020 to September 28, 2023

TABLE OF CONTENTS

PAGE

ARTICLE 1 – PREAMBLE 1

1.01 PREAMBLE 1
1.02 FEMININE/MASCULINE PRONOUNS 1

ARTICLE 2 – RECOGNITION 1

2.01 SCOPE CLAUSE 1
2.02 NOTIFICATION OF POSITIONS 2
2.03 BARGAINING UNIT WORK 2
2.04 NO OTHER AGREEMENTS 2

ARTICLE 3 – RELATIONSHIP 2

3.01 NO DISCRIMINATION AND HARASSMENT IN THE WORKPLACE 2
3.02 FULL-TIME COMMITMENT 2
3.03 PART-TIME COMMITMENT 3
3.04 RIGHT TO RESCIND RESIGNATION 3

ARTICLE 4 - STRIKES AND LOCKOUTS 3

ARTICLE 5 - DEFINITION OF EMPLOYEES 3

ARTICLE 6 – MANAGEMENT RIGHTS 3

ARTICLE 7 – UNION SECURITY 4

7.01 COPIES OF THE COLLECTIVE AGREEMENT 4
7.02 THE CORPORATION AND UNION SHALL ACQUAINT NEW EMPLOYEES 4
7.03 INTRODUCTION TO UNION STEWARD 4
7.04 EMPLOYEE INTERVIEW 5
7.05 CORRESPONDENCE 5
7.06 NOTIFICATION TO UNION 5
7.07 DEDUCTION AND REMITTANCE OF DUES LIST 5
7.08 UNION EDUCATION 5
7.09 UNION MEMBERSHIP 5

ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES 6

8.01 ROLE OF UNION OFFICIALS 6
8.02 UNION ACTIVITY 6
8.03 UNION PARTICIPATION 6
8.04 COMMITTEES AND MEMBERSHIP 6
8.05 ACCESS TO CUPE NATIONAL REPRESENTATIVES 7
8.06 NOTIFICATION OF UNION OFFICERS, COMMITTEE MEMBERS, STEWARDS 7
8.07 LABOUR MANAGEMENT COMMITTEE 7
8.08 UNION NEGOTIATION COMMITTEE 7
8.09 UNION BULLETIN BOARDS 8
8.10 UNION PRESIDENT 8

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE 8

9.01 DEFINITION 8
9.02 RIGHT OF REPRESENTATION 9
9.03 COMPLAINT STAGE 9
9.04 POLICY GRIEVANCE 10
9.05 GROUP GRIEVANCE 10
9.06 RELEASE OR DISCHARGE 10
9.07 ARBITRATION PROCESS 10
9.17 MANAGEMENT GRIEVANCE 12

ARTICLE 10 – DISCHARGE AND DISCIPLINE CASES 12

10.03 DISCIPLINARY NOTATIONS 14
10.04 NON-DISCIPLINARY NOTATIONS 14
10.05 ACCESS TO HUMAN RESOURCES FILE 14

ARTICLE 11 – SENIORITY 14

11.01 PROBATIONARY PERIOD 14
11.02 EXTENSION OF PROBATIONARY PERIOD 14
11.03 DEFINITION OF SENIORITY 15
11.04 SENIORITY LIST 15
11.05 DISTRIBUTION OF SENIORITY LISTS 15
11.06 SENIORITY CONVERSION 15
11.07 ACCOMMODATION INTO BARGAINING UNIT 16
11.10 LOSS OF SENIORITY 18
11.11 RETIREMENT 19
11.12 APPLICATIONS OF SENIORITY 19

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES 19

12.03 CERTIFICATION 20
12.04 SKILL SET ENHANCEMENTS 20

ARTICLE 13 – LAYOFFS AND RECALLS 20

ARTICLE 14 – LEAVES OF ABSENCE 21

14.01 BEREAVEMENT LEAVE 21
14.02 PREGNANCY/PARENTAL LEAVE 22
14.03 UNPAID PERSONAL LEAVE 23
14.04 UNION LEAVE 23
14.05 LEAVE FOR FULL-TIME UNION OFFICE 24
14.06 JURY AND WITNESS DUTY 24
14.07 LEAVE FOR PUBLIC OFFICE 26

ARTICLE 15 – HOURS OF WORK 27

15.01 NORMAL HOURS OF WORK 27
15.02 PAID REST PERIODS AND MEAL BREAKS 27
15.03 ADDITIONAL PAID REST PERIODS 27
15.04 TWELVE (12) HOURS SHIFT 28
15.05 PART-TIME 36 HOUR (PT-36) AND PART-TIME 24 HOUR (PT-24) AVAILABILITY 28
15.07 MEAL ALLOWANCE 30

15.08 SHIFT EXCHANGES....30
15.13 SCHEDULING OF LIEU DAYS....31

ARTICLE 16 - PREMIUM PAYMENT....32

16.01 DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY....32
16.02 WORK ON SATURDAY AND SUNDAY....32
16.03 PREMIUM PAY FOR HOURS WORKED BETWEEN 5:00 P.M. AND 7:00 A.M.....32
16.04 REPORTING PAY....32
16.05 TIME OFF IN LIEU OF OVERTIME....32
16.06 CALL-BACK....33

ARTICLE 17 – HOLIDAYS....33

17.01 PAID HOLIDAYS....33
17.02 DEFINITION OF HOLIDAY PAY AND QUALIFIERS....33
17.03 PAYMENT FOR WORKING A HOLIDAY....34
17.04 PAYMENT FOR WORKING OVERTIME ON A HOLIDAY....34
17.05 PAYMENT OF HOLIDAY TO PART-TIME EMPLOYEES....34

ARTICLE 18 - VACATIONS....35

18.01 (A) FULL-TIME VACATION ENTITLEMENT....35
18.01 (B) PART-TIME AND GRANDFATHERED CASUAL VACATION ENTITLEMENT....36
18.01 (C) PROGRESSION ON VACATION SCHEDULE (PART-TIME)....36
18.02 WORK DURING VACATION....36
18.03 ILLNESS DURING VACATION....37
18.04 BEREAVEMENT DURING VACATION....37
18.05 PRIME TIME BLOCKS....37
18.06 VACATION ENTITLEMENTS....37
18.07 VACATION CONFLICTS....38
18.08 REQUEST FOR CHANGE IN VACATION....38

ARTICLE 19 – JOB POSTINGS AND TRANSFERS....38

19.01 AWARDING OF POSITIONS....38
19.02 SELECTION FOR PROMOTION TO A HIGHER BARGAINING UNIT CLASSIFICATION AND EXPRESSIONS OF INTEREST....38
19.03 TEMPORARY VACANCIES....39
19.04 POSTING PROCEDURES....39
19.05 APPOINTMENT DATES....39
19.06 TRIAL PERIOD....40
19.07 SECONDARY VACANCIES....40
19.08 NOTIFICATION OF EMPLOYMENT CHANGE....40

ARTICLE 20 – OVERTIME....40

ARTICLE 21 – PAYMENT OF WAGES FOR TRAINING AND MEETINGS....41

ARTICLE 22 – EMPLOYEE BENEFITS....42

22.02 CHANGE OF CARRIERS....43
22.03 (A) PENSION....43
22.03 (B) RETIREMENT ALLOWANCE....44

22.04 BENEFITS FOR PART-TIME EMPLOYEES 44
22.05 PARAMEDICAL SERVICES 44

ARTICLE 23 – SICK LEAVE, INJURY & DISABILITY 46

23.01 SHORT-TERM DISABILITY AND LONG-TERM DISABILITY 46
23.02 WSIB BRIDGING 46

ARTICLE 24 – HEALTH AND SAFETY 47

24.01 UNIFORM ALLOTMENT 47
24.02 LAUNDERING 47
24.03 INFECTIOUS DISEASE, QUARANTINE 47

ARTICLE 25 – COMPENSATION AND WAGES 47

25.01 PAYMENT OF WAGES 47
25.02 EQUAL PAY 48
25.03 EDUCATION ALLOWANCE 48
25.04 TRAINING AND DEVELOPMENT APPLICATIONS FOR STAFF EDUCATION ASSISTANCE FUND (SEAF) 48
25.05 USE OF PERSONAL VEHICLE 48

ARTICLE 26 – TECHNOLOGICAL AND OTHER CHANGES 49

26.02 ALTERNATIVE DELIVERY OF SERVICE 49

ARTICLE 27 – GENERAL CONDITIONS 50

27.01 POSTING OF NOTICES 50
27.02 EMPLOYEE CONTACT INFORMATION 50
27.03 CPR/FIRST AID RECERTIFICATION 50
27.04 RECERTIFICATION / REACTIVATION / REORIENTATION 50

ARTICLE 28 – COMMUNICATION BETWEEN THE PARTIES 51

ARTICLE 29 – TERM OF AGREEMENT 52

SCHEDULE "A" 54

WAGE SCHEDULE 54

LETTER OF AGREEMENT 55

RE: EMPLOYEE SELF-FUNDED LEAVE PLAN 55

LETTER OF AGREEMENT 57

RE: BASE LOCATION/PLATOON ASSIGNMENTS 57

LETTER OF UNDERSTANDING 58

RE: VACATION PROCESS 58

LETTER OF UNDERSTANDING 60

RE: JOB SHARING ARRANGEMENTS 60

LETTER OF UNDERSTANDING 63
RE: PAID HOLIDAY LIEU BANK 63
LETTER OF UNDERSTANDING 65
RE: DAY/NIGHT SHIFT ROTATION EXCHANGE 65
LETTER OF UNDERSTANDING 66
RE: HOURS FREE FROM PERFORMING WORK 66
APPENDIX 'A' 68
RE: UNIFORM ALLOTMENT 68
APPENDIX 'B' 69
RE: EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP) 69

COLLECTIVE AGREEMENT

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA
(hereinafter called "the Employer")

PARTY OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 911
(hereinafter called "the Union")

PARTY OF THE SECOND PART

NOTE: THE LOCAL CHANGED ITS NAME TO CUPE LOCAL 911 FROM CUPE LOCAL 1019 EFFECTIVE JANUARY 16, 2019.

ARTICLE 1 – PREAMBLE

1.01 PREAMBLE

Whereas, it is the desire of the Union and the Corporation to provide efficient and economical operation of EMS Paramedic Services as well as EMS Communications Services in the Regional Municipality of Niagara, the general purpose of the Agreement is to establish and maintain collective bargaining relations between the Corporation and the Employees covered by this Agreement; to provide for an ongoing means of communication between the Union and the Corporation and the prompt disposition of grievances and the final settlement of disputes; to promote the good morale, well-being and security of all Employees in the bargaining unit of the Union and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

1.02 FEMININE/MASCULINE PRONOUNS

Gender neutral pronouns will be included in this Agreement.

Now therefore, the Parties agree as follows:

ARTICLE 2 – RECOGNITION

2.01 SCOPE CLAUSE

The Corporation recognizes the Union as the sole and exclusive bargaining agent for all full-time, part-time and casual EMS Paramedic Services Employees as well as EMS Communications Services Employees, of the Regional Municipality of Niagara save and except any Employees occupying management positions or positions which are management in character and any Employees of the Corporation which are covered under

another Collective Agreement. For greater clarity the Corporation recognizes the Union as the sole and exclusive bargaining agent for Employees listed under Schedule "A" of this Agreement. Any disputes may be resolved under Article 2.02 or any provisions contained in the *Ontario Labour Relations Act*.

2.02 NOTIFICATION OF POSITIONS

The Corporation shall notify the Union in writing of any new or amended position engaged in the Public Health Department – Emergency Medical Service (EMS) save and except those management positions as provided for under Article 2.01. A meeting shall be held if requested by the Union to discuss employee group jurisdiction of any new position. If agreement cannot be reached, the matter shall proceed to Step 1 and the balance of the grievance procedure.

For any bargaining unit position, it is understood that a change in job title alone shall not constitute a change in bargaining unit status.

2.03 BARGAINING UNIT WORK

Employees not covered by the terms of this Agreement will not work on jobs, which are normally performed by employees covered by this Agreement except for the purpose of instruction, experimenting or emergencies when a regular qualified employee is not readily available.

2.04 NO OTHER AGREEMENTS

No employees shall be required or permitted to enter into any verbal or written agreement with the Corporation or the Union or their respective representative which conflicts with the terms of this Collective Agreement, save and except if the Parties agree under special circumstances otherwise in writing.

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

ARTICLE 3 – RELATIONSHIP

3.01 NO DISCRIMINATION AND HARASSMENT IN THE WORKPLACE

The Parties agree that there shall be no discrimination or harassment against any employee within the meaning of the Ontario Human Rights Code, the *Ontario Labour Relations Act*, or the Corporate Harassment in the Workplace Policy as may be amended from time to time. The Parties further agree that it is their mutual interest to ensure the workplace environment is respectful and free from inappropriate behaviour or other offensive misconduct.

3.02 FULL-TIME COMMITMENT

The Parties recognize the benefit of full-time employment and agree that the utilization of part-time positions shall not undermine the integrity of full-time employment for members of the Bargaining Unit.

3.03 PART-TIME COMMITMENT

When a full-time vacancy or opportunity is not available the Parties then recognize the benefits of part-time employment and agree that the utilization of casual (grandfathered) employees shall not undermine the integrity of the part-time employment for members of the Bargaining Unit.

3.04 RIGHT TO RESCIND RESIGNATION

An employee who resigns shall have the right to rescind their resignation, provided they notify their Operations Manager in writing, with a copy to the Department Head concerned, within seventy-two (72) hours of having tendered their resignation.

ARTICLE 4 - STRIKES AND LOCKOUTS

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

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.01 Employees shall be defined in this Agreement in the following categories:

(a) Full-time employees: employees who work regularly on an average schedule of forty (40) or forty-two (42) hours per week.

(b) Part-time 36 hour (PT-36) employees: provide availability to work a minimum of thirty-six (36) hours per week based on a schedule determined by the Corporation on a monthly basis and who are not regularly scheduled for full-time hours.

(c) Part-time 24 hour (PT-24) employees: provide availability to work a minimum of twenty-four (24) hours per week based on a schedule determined by the Corporation on a monthly basis and who are not regularly scheduled for full-time hours.

(d) Flex float employees are full-time employees that provide operational relief for eighty-four (84) hours every pay period. It is understood that flex float employees may be subject to schedule and shift changes and start location changes upon twenty-four (24) hours notice. The employer will employ a minimum of 4 flex float employees.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union acknowledges that it is the exclusive right and function of the Corporation to:

(a) Maintain order, discipline and efficiency;
(b) Hire, direct, transfer, promote, layoff;
(c) Discharge, demote and suspend or otherwise discipline employees for just cause; and,

(d) Generally, to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its offices or places of employment, the methods, processes, and means of performing the various functions are solely the right and responsibility of the Corporation.

6.02 The Corporation has the right to make and alter from time-to-time rules and regulations to be observed by the employees provided that the Corporation shall make no change in such rules and regulations without, whenever operationally feasible, the Corporation giving prior notice to and having discussions with the Union.

6.03 The Corporation agrees that these functions in Article 6 will be exercised in a good faith manner consistent with the provisions of this Agreement and a claim that the Corporation has exercised these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

6.04 If there is to be re-organization or relocation of offices, departments, bases or divisions resulting in the significant relocation of employees there shall be prior notice to the Union and the Corporation shall make itself available to discuss the issue with the Union.

ARTICLE 7 – UNION SECURITY

7.01 COPIES OF THE COLLECTIVE AGREEMENT

The Corporation shall print sufficient copies of the Collective Agreement for distribution to all employees, all Parties to this Collective Agreement and the Ministry of Labour. The Corporation and the Union shall share the cost of producing the Agreements equally.

Given each Employee has access to the Corporation's myHR and that as such employees will have access to the electronic version of the Collective Agreement between the Parties, the Parties shall determine the number of copies to be printed. The Union shall be provided copies within sixty (60) days of both parties executing the Agreement.

Should additional printed copies be required, they shall be provided to the Union on request.

7.02 THE CORPORATION AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Corporation agrees to reference conditions of employment set out in the Articles dealing with union security and dues check-off at the time such new employees are documented by Human Resources at the point of hire.

7.03 INTRODUCTION TO UNION STEWARD

On commencing employment or within a reasonable time thereafter, the employee's immediate supervisor shall introduce the new employee to their Union Steward.

7.04 EMPLOYEE INTERVIEW

New employees will be given an opportunity to meet with a representative of the Union for a period of **sixty** (**6**0) minutes during the departmental orientation period without loss of regular earnings. The purpose of the meeting shall be to acquaint the employee with such representative of the Union and the Collective Agreement. The Union agrees that it shall cooperate with the Corporation by ensuring that a Union representative is made available for the purposes of this interview on the date and at the time the Corporation arranges the Departmental orientation noted above.

7.05 CORRESPONDENCE

All correspondence pertaining to operational issues between the Parties, arising out of this Agreement or incidental thereto shall pass to and from the Director of the Emergency Services Division or their designate and the Local's President, c/o the Union Office, unless otherwise provided herein.

7.06 NOTIFICATION TO UNION

The Corporation will provide the Union monthly with a list of all employees hired, layoffs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Corporation's payroll system.

The President of the Local will be advised of all pre-scheduled meetings that occur between the employer and union members.

7.07 DEDUCTION AND REMITTANCE OF DUES LIST

Deductions shall be made from each pay and shall be forwarded to the Union not later than the 15th day of the month following and, accompanied by a list of names, addresses, phone numbers and total wages of all employees from whose wages the deductions have been made.

7.08 UNION EDUCATION

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

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

7.09 UNION MEMBERSHIP

All employees of the Corporation covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union. All future employees of the Corporation covered by this Agreement shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of employment with the Corporation.

ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES

8.01 ROLE OF UNION OFFICIALS

The Corporation agrees that Stewards, Committee Members and Elected Officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided for in this Collective Agreement. It is understood that Stewards, Committee Members and Elected Officers have their regular work to perform on behalf of the Corporation and that they will not leave their work without obtaining permission from their immediate non-union supervisor, which shall not be unreasonably withheld, and shall explain the reason for their absence. Upon completing their union duties, the Steward, Committee Member or Elected Officer will be responsible to report to their immediate non-union supervisor that they have returned to their regular workplace and they are resuming their regular work.

8.02 UNION ACTIVITY

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

8.03 UNION PARTICIPATION

Any member of any joint Committee as outlined in this Collective Agreement or through future mutually agreed to formation of committees that is in the employ of the Corporation shall have the right of attending scheduled meetings with the Corporation without loss of remuneration. It is understood and agreed by the Parties that notwithstanding the Corporation's agreement to compensate committee members for time spent attending meetings, all time spent attending meetings by members of the bargaining unit outside of regular scheduled work hours shall be compensated for face- to-face time at the committee member's straight time hourly rate.

8.04 COMMITTEES AND MEMBERSHIP

The Corporation will recognize:

(a) Eight (8) stewards, all of whom shall be employees of the Corporation. These eight (8) Stewards shall be selected by the Union to ensure reasonable availability to conduct the business of the Union and to provide representation to the membership.

It is understood by the Parties that members of the Union Executive act in the capacity of Union Stewards and that their number is not included in the eight (8) Stewards mentioned above.

(b) A Union Grievance Committee of three (3) employees of the Corporation, one of who**m** shall be President of the Local Union or their designate, and a second shall be the **Second Vice-President**. If a grievance is to be considered, another may be the Steward concerned with the grievance.

(c) The Corporation and the Union shall establish and maintain a central Occupational Health and Safety Committee representing all locations as required by the *Occupational Health & Safety Act*. The committee will be composed of an equal number of both Union and Employer members. The committee shall maintain mutually acceptable Terms of Reference, which shall govern the activity of the committee in meeting its responsibilities under the *Occupational Health and Safety Act*. Subject to conformity with the *Occupational Health & Safety Act*, any of the foregoing may be amended by mutual agreement between the Parties. Given the living document nature of the established terms of reference agreed to by the Parties these terms of reference shall be seen by the Parties as forming part of this Agreement notwithstanding that they are not attached as an appendix.

8.05 ACCESS TO CUPE NATIONAL REPRESENTATIVES

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.

8.06 NOTIFICATION OF UNION OFFICERS, COMMITTEE MEMBERS, STEWARDS

The Union shall keep the Corporation notified in writing of the names of the Union Officers, Stewards and Committee Members selected under this Article as well as the effective date of their selection.

8.07 LABOUR MANAGEMENT COMMITTEE

The purpose of this Committee is to discuss matters of concern to one or both Parties. The Committee shall meet regularly and in any event not less than every three (3) months. Such regular meetings shall not preclude either party from convening the Committee at lesser intervals when required. The Committee shall maintain a mutually agreed upon Terms of Reference, which shall govern the activity of the committee in order to carry out the business of the Committee. The Parties agree that each shall be free to select its members to the committee however each of them shall endeavour whenever possible to select at least one member from each of the Land Ambulance and the Communications Services.

The Corporation shall provide clerical services to this Committee to allow for the recording and publication of the minutes of the Committee.

The Committee shall not have the authority to amend, augment, diminish, alter, add or delete any provision within this Collective Agreement. Nor shall this Committee have the authority to discuss, consider or resolve any grievance.

8.08 UNION NEGOTIATION COMMITTEE

The purpose of this Committee is for the renewal of the Collective Agreement.

A Union Bargaining Committee shall be selected and consist of not more than five (5) members of the Union, as appointees of the Union. The bargaining committee shall whenever possible have as a minimum at least one member from Land Ambulance and one member from the Communications Services.

The Bargaining Committee shall deal with such matters as reviewing and negotiating to amend this Agreement. The Union will advise the Corporation of the Union members selected to the Committee.

The Union shall have the right at all times during bargaining to have the assistance of a National Representative to assist with matters of bargaining.

The Corporation agrees to pay the Union's members of the bargaining committee for time spent in bargaining up to the time that the Parties request that a conciliation officer of the Ministry of Labour be appointed to assist the Parties in reaching an Agreement or until the unresolved matters are referred to another forum for resolution. The Corporation shall compensate the committee members; however, the Corporation reserves the right to schedule bargaining committee members in such a way as to ensure the health and safety of the member, the protection of the general public and to ensure the operational efficiency of the service. As such, the Corporation shall to the best of its ability, ensure that no member of the bargaining committee shall lose any regular wages or suffer loss of regularly scheduled time off as a result of direct bargaining.

8.09 UNION BULLETIN BOARDS

The Employer shall provide Union bulletin boards at every base and place of regular operation. The Bulletin boards shall be a minimum of one (1) meter by sixty (60) centimetres. Without limiting the nature of the information that the Union may place upon the Union bulletin boards, it is understood by the Parties that the sole purpose of the boards is to provide information to the members of the Union that reflects the genuine business of the Union.

8.10 UNION PRESIDENT

The Employer, in the interest of maintaining and promoting positive labour relations between the Parties, shall provide paid time to the President of Local 911 in the amount of three hundred and seventy two (372) hours yearly. This paid time shall include all normal wages, benefits and benefit premiums to or on behalf of the President of Local 911 to allow the President of Local 911 to represent the members of the bargaining unit. During such position the President shall continue to accrue service and seniority and is entitled to all applicable provisions within this Collective Agreement.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.01 DEFINITION

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

The Corporation shall make reasonable efforts to schedule any meetings which flow out of this Article during the regular hours of work of employees however, where this is not practicable because of timelines or operational needs, employees and their representatives shall not be compensated for any time resolving grievances which are outside of their regularly scheduled hours.

For the purposes of this Article any reference to days shall not include any Saturday, Sunday or a Public Holiday recognized within this Agreement.

9.02 RIGHT OF REPRESENTATION

At the time formal discipline is imposed, and at the time of a formal investigative interview, and at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In such cases noted above, the Corporation shall notify the employee of this right in advance.

9.03 COMPLAINT STAGE

It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Commander/Manager or designate the opportunity of adjusting their complaint. The employee may have the assistance of a Union steward if they so desire. Such complaint should be brought forward within seven (7) days after the circumstance giving rise to it having occurred or ought reasonably to have come to the attention of the employee.

STEP NO. 1

(a) If an issue is not resolved in the Complaint Stage, the Union may submit a grievance on behalf of an employee to the Deputy Chief/Associate Director of Emergency Services or designate. The grievance shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement that are alleged to be violated. It is understood that from this point forward and throughout the remaining grievance and arbitration procedure that the employee shall have the right to attend all meetings if they so choose with the Employer related to their grievance. The Union and the Corporation may, if they so desire, meet to discuss the grievance within seven (7) days of the grievance being filed. The Corporation will deliver its decision in writing within seven (7) days following the day the Parties have met to discuss the details of the grievance.

(b) 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.

(c) If the grievance is not resolved at Step 1, signature of the President or their designee is required prior to proceeding to the next step.

Item (b) will also apply to Article 9.04 and Article 9.05

Failing settlement or satisfactory response at Step 1 the grievance may proceed to Step 2;

STEP NO. 2

Within seven (7) days following the Step No. 1 response, the grievance may be submitted in writing to Human Resources. A meeting will then be held between the Corporation and the Grievance Committee at a monthly pre-scheduled meeting at Step No. 2 unless extended by agreement of the parties. The decision of the Corporation shall be delivered in writing within ten (10) days following the date of such meeting.

9.04 POLICY GRIEVANCE

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

9.05 GROUP GRIEVANCE

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving or their designate within ten (10) 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 No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.06 RELEASE OR DISCHARGE

During the probationary period, an employee may have their employment terminated without recourse to the grievance procedure, save and except where the termination is arbitrary, discriminatory, or in bad faith.

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

9.07 ARBITRATION PROCESS

(a) Failing settlement under the foregoing procedures of any grievance between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within twenty-eight (28) days after the decision under Step No. 2, it shall be deemed to have been received within the time limits.

(b) Notwithstanding one of the Parties having advised the other of their desire to proceed to arbitration in accordance with the provisions of this Article the Parties shall agree to hold the grievance in abeyance if they elect to pursue settlement of the matter by making use of a Grievance Mediation Officer. In the event that the matter is not settled at mediation the party having carriage of the grievance shall advise the other of its intention to have the grievance move forward to arbitration after the attempt at mediation is complete.

The Union shall be allowed to have a committee of four (4) stewards in attendance during a grievance mediation meeting, one of whom shall be the President of the Local, or their designate.

9.08 The cost of the Grievance Mediation Officer's services will be jointly shared by the Parties. The Parties acknowledge that all Agreements arrived at under the grievance mediation procedure between the representatives of the Corporation and the representatives of the Union shall be final and binding upon the Corporation and the Union and the employee(s).

9.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such a request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall then attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

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

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

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

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

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

9.15 The time limits set out in the grievance and arbitration procedure herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the Parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of the *Labour Relations Act*.

9.16 Wherever “Arbitration Board” is referred to in this Agreement, the Parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to “Arbitration Board” shall appropriately apply.

9.17 MANAGEMENT GRIEVANCE

The Corporation shall possess the right to file a grievance as contemplated by the Ontario Labour Relations Act and the procedure shall be as follows:

Step No. 1

The Director of Human Resources or their designate on behalf of the Corporation shall lodge the grievance with the President or their designate of the Union within seven (7) days of the occurrence giving rise to the grievance. Within ten (10) days of receipt of the grievance, the President of the Union and two (2) other elected or appointed officers of the Union shall meet with the Representatives of the Corporation to discuss the grievance. Within ten (10) days after said meeting, the President of the Union or their designate shall deliver to the Director of Human Resources, the Union’s answer to the grievance.

Step No. 2

If the Corporation is not satisfied with the disposition of the grievance by the Union Grievance Committee, the matter may be submitted to arbitration in which event the procedure as set forth in this Article for arbitration and mediation shall apply.

ARTICLE 10 – DISCHARGE AND DISCIPLINE CASES

10.01 Whenever the Corporation deems it necessary to censure an employee in writing, in a manner indicating that dismissal or suspension may follow, the Corporation shall within five (5) working days thereafter, give written particulars of such censure to the President of the Union, with a copy to the employee involved.

10.02 (a) The Corporation will notify the Union and the employee in all discharge or suspension cases as soon as possible and not later than five (5) working days after the discharge or suspension, giving the name of the employee concerned and the reason for the discharge or suspension.

The Parties, including the concerned employee(s), through their Union representative, agree to reasonably inform each other of the material facts in discharge or suspension cases in a timely fashion. To the extent possible, this information sharing will take place prior to the implementation of any discharge or suspension actions, unless circumstances warrant immediate action. Information sharing is not intended to impact time limits under the collective agreement unless mutually agreed otherwise.

It is understood that the application of this provision is subject to privacy legislation.

(b) A claim by an employee that they have been discharged or suffered a disciplinary suspension without just cause shall be treated as a grievance if a written statement of such grievance is lodged with Human Resources or designate at Step 1 within three (3) working days after the discharge or suspension or within three (3) working days after the Union has been notified, whichever is the later.

(c) Such grievance may be settled by confirming the Corporation's action or by reinstating the employee with full compensation for time lost or by any other arrangement, which is just and equitable in the opinion of the conferring Parties or by the Arbitration Board.

(d) In the event an employee who is captured by Schedule “A” of this Agreement has their certification suspended by “the Base Hospital” (or any other governing body outside of the Corporation having the authority to take such action) to work in the classification and level they were most recently assigned to the employment of the employee with the Corporation, the affected employee shall be laid off until not later than the second business day following such certification being reinstated by “the Base Hospital” (or any other governing body outside of the Corporation having the authority to take such action). It is understood that should the certification be suspended for reasons captured by the Ontario Human Rights Code, only in this circumstance will reasonable accommodation into other work be considered by the Corporation.

In the event the affected employee’s suspended certification mentioned above has not been resolved within one hundred and twenty (120) days of the date upon which the suspended certification was imposed the Corporation shall have the right to rely on the unresolved issue as just cause for termination however the employee so affected shall have the right to file a grievance as regards to the employer’s actions and the arbitration process included in this Agreement shall apply.

In the event an appeal has been launched by an employee to “the Base Hospital” (or any other governing body outside of the Corporation having the authority to take such action) on their decision, or during the remediation process period of time as prescribed by the Employer or “the Base Hospital”, the time frame above is subject to extension.

(e) In the event an employee fails to maintain the appropriate licence to operate an Ambulance in the Province of Ontario, the employee shall be laid off until not later than the second business day following such licence being reinstated. It is understood that should the appropriate licence be suspended for reasons captured by the Ontario Human Rights Code, only in this circumstance will reasonable accommodation into other work be considered by the Corporation.

In the event that the employee has not resolved the licencing matter within twelve (12) months of the date the appropriate licence was not in the possession of the employee the Corporation shall have the right to terminate the affected employee for cause and the employee shall however, have the right to file a grievance in regards to the employer’s actions, and the arbitration language in this Agreement shall apply.

(f) It is each employee's responsibility pursuant to the *Ambulance Act and Regulations* to ensure that their qualifications are kept current and valid, including immunization certificates or medical proof of contraindication.

Copies of all renewals as noted above must be submitted prior to individual expiry dates. Failure to provide proof in a timely manner may result in temporary or permanent layoff without pay.

10.03 DISCIPLINARY NOTATIONS

Where the record of an employee has been clear of any disciplinary notation for any eighteen (18) month period of employment since the last such notation, the notation(s) shall be removed. **It is understood that the above-noted eighteen (18) month period shall be extended as a result of any absence(s) from the workplace greater than 30 days, excluding vacation, for a period equivalent to the duration of such absence(s).**

10.04 NON-DISCIPLINARY NOTATIONS

Where the record of an employee has been clear of any non-disciplinary notations, letters of coaching/counselling or letters of expectation for any twelve (12) month period of employment since the last such notation, the letters of coaching/counselling or letters of expectation shall be removed. The Union reserves the right to grieve as to the facts contained in the letter but not the issuance of the letter.

10.05 ACCESS TO HUMAN RESOURCES FILE

Subject to any applicable legislation, each employee shall have reasonable access to their personnel file upon five (5) business days notice to the Human Resources Department for the purpose of reviewing any evaluations or formal disciplinary notations contained therein and in the presence of the Human Resources Associate or designate. The employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the record along with the document to which their response pertains. Upon request, the employee will be given a copy of any document(s) from the personnel file. No disciplinary notation shall be placed in this file without the knowledge of the employee and any such document shall be inadmissible in the grievance or arbitration procedure unless the employee is reasonably aware of its existence and it is within the time limits identified in sections of 10.03 and 10.04 of this Agreement.

ARTICLE 11 – SENIORITY

11.01 PROBATIONARY PERIOD

Newly hired employees shall serve a probationary period of seven hundred and twenty (720) hours worked. Seniority shall become effective only after an employee has completed probation, and will be measured from the beginning of the probationary period.

11.02 EXTENSION OF PROBATIONARY PERIOD

With the written consent of the Corporation, the probationary employee and the Union, the probationary period defined under Article 11.01 may be extended. Any extensions agreed to will be in writing and will specify the length **and the reason for** the extension.

11.03 DEFINITION OF SENIORITY

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

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each two thousand and eighty (2080) hours worked in the bargaining unit from the last date of hire except as otherwise provided herein. A part-time employee cannot accrue more than one (1) year's seniority in any twelve (12) month period.

(b) Seniority will be recognized as the total hours worked in, or hours recognized, as work within the bargaining unit or otherwise provided for herein. Service will be recognized as length of time with the Corporation.

11.04 SENIORITY LIST

The Corporation shall prepare two (2) seniority lists, one (1) for full-time and one (1) for part-time and casual (grandfathered) employees. Seniority lists shall identify probationary employees as such until they have completed their probationary period.

The full-time seniority list shall rank full-time employees by seniority date. The part-time and casual (grandfathered) seniority list shall rank part-time and casual employees based on actual hours of work to a maximum of two thousand and eighty (2080) hours per year.

11.05 DISTRIBUTION OF SENIORITY LISTS

Seniority lists shall be updated concurrent with each pay period. The part-time seniority list update shall reflect all previous hours worked, and including two (2) decimal places.

The names on each seniority list shall be ranked from highest seniority to lowest. Up to date seniority information shall be available to the Union President or Secretary on reasonable request.

It shall be the responsibility of each employee to review and then inform the Corporation and the Union of any seniority discrepancy at the earliest opportunity. In any event, the Corporation shall be limited in its obligation to correct any discrepancy up to one hundred and eighty (180) calendar days.

11.06 SENIORITY CONVERSION

The Corporation recognizes that part-time and casual (grandfathered) employees who become full-time shall bring their accumulated seniority with them by converting seniority hours into a seniority date whereby every two thousand and eighty (2080) hours equals one (1) year of seniority.

Similarly, full-time employees who become part-time (PT-36 or PT-24) employees, shall be credited with their full-time seniority by converting a seniority date into seniority hours whereby every one (1) year of service equals two thousand and eighty (2080) hours of seniority.

11.07 ACCOMMODATION INTO BARGAINING UNIT

Any regular full-time, part-time or casual employee within the Corporation, who becomes a member of CUPE Local 911 as the result of a permanent workplace accommodation due to a disability, shall transfer all accumulated seniority and or credited service with the Corporation to CUPE Local 911. Their respective seniority shall be incorporated into the bargaining unit seniority list at two thousand and eighty (2080) hours per year based on the time of entering the bargaining unit.

If and when any employee within the Corporation becomes a member of CUPE Local 911 as a result of a permanent or temporary accommodation due to disability, the employee will be subject to an assessment period **equivalent to the number of hours worked as outlined in Article 11.01**. If the Corporation deems the employee not successful during this assessment period the employee shall no longer have seniority rights under CUPE Local 911 and therefore will only have seniority rights in accordance with their previous bargaining unit's Collective Agreement, if applicable.

For clarity, in the case of any such accommodation into the position of System Status Controller (SSC), the above **assessment** period will be applied upon successful completion of the SSC Trainee program.

11.08 SENIORITY TIE BREAKER

The Parties agree to the following process when two (2) or more employees have equal seniority:

By first using the last three (3) numbers of the employee's Social Insurance Number (SIN), and whomever has the lowest last three numbers will be considered the first hired, and so on.

If two employees have identical last three (3) numbers, the fourth number of the SIN number will be compared with the lowest fourth number of the two (2) employees being considered the first hired.

Example 1:	Employee A Employee B Employee B	779 441 789 706 123 690 is considered the first hire
Example 2:	Employee A Employee B Employee A	779 441 789 706 123 789 is considered the first hire

This process will only apply to seniority conflicts which arise after July 4, 2004.

11.09 TRANSFERS OUTSIDE OF THE BARGAINING UNIT

(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 six (6) months. Such an employee may only return to the bargaining unit during the six (6) 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 the 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, Article 13 shall apply.

(b) Bargaining unit employees transferred to a temporary position outside the bargaining unit shall continue to pay union dues for the duration of the leave to a maximum of 24 months. Such employee shall accumulate seniority for a maximum of 1092 hours, at which time seniority will cease to accumulate. In the event the employee is returned to the bargaining unit within 24 months, they shall resume earning seniority credit from the point at which accumulation ceased. It is also understood that seniority will accumulate for a maximum of 1092 hours within each 24 month period commencing July 1, 2015 and seniority will be retained but no longer accrued for time spent out of the bargaining unit during that 24 month period after the 1092 hours.

For Full-Time Employees

In order for seniority to "cease to accumulate" for those with date based seniority time must be subtracted from the seniority date. As such, 42 hours worked outside of the bargaining unit shall be recognized as one week (or seven days) of seniority. All adjustments to seniority dates shall be in increments of one week. For clarity, for employees working in temporary positions outside of the bargaining unit, every 42 hours worked in excess of 1092 hours shall result in one work week (or seven days) of seniority subtracted from the employee's seniority date.

Example 1: an employee who has worked 1134 hours (1092 + 42) outside the bargaining unit during the 24 month calculation period shall have one week (seven days) of seniority subtracted from their seniority date. Meaning if this employee's seniority date was January 1, 2015, the new adjusted date would be January 8, 2015.

Example 2: an employee who has worked 1192 hours (1092 + 100) outside the bargaining unit during the 24 month calculation period shall have two weeks (fourteen days) of seniority subtracted from their seniority date, because he/she has worked more than 84 hours (42x2) outside the bargaining unit, but less than 126 hours (42x3) outside the bargaining unit. Meaning if this employee's seniority date was January 1, 2015, the new adjusted date would be January 15, 2015.

For Part-Time Employees (PT-36 and PT-24)

For every hour worked in a temporary position outside the bargaining unit in excess of 1092 hours, an equal subtraction shall occur from the employee's seniority hours earned.

Example 3: an employee who has worked 1100 hours (1092 + 8) outside the bargaining unit during the 24 month calculation period shall have 8 hours of seniority subtracted. Meaning if this employee's seniority hours were 10,000 hours, the new adjusted seniority hours would be 9,992 hours.

For all Employees

All manual adjustments to the seniority list shall happen as early as practicable following receipt of the annual quarterly report as per Article 11.09 (c). Using the quarterly report, Human Resources shall make the necessary adjustments to employee(s) seniority and shall send

confirmation of such to the Union President (or designate) for review. The Union President (or designate) shall forward any question or concern with the adjustment(s) to Human Resources immediately, otherwise the adjustments shall be deemed final.

It is understood that there may be a lag between when employees work outside of the bargaining unit and when adjustments to seniority are made, and as such decisions based on seniority that happen during such period of lag shall be made using the most recent published seniority and not what will be a future seniority date.

(c) The Corporation shall provide the Union with quarterly updates setting out the hours worked by bargaining unit members in temporary positions outside the bargaining unit for the prior quarter within 15 days of the end of that quarter.

(d) 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 matters will be referred to permanent non-union supervisors and managers. Any bargaining unit member in a temporary position shall be excluded from any discussions regarding the discipline of a bargaining unit member unless they are directly involved in the reason for discipline.

11.10 LOSS OF SENIORITY

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Corporation. An employee shall only lose their seniority and be deemed terminated and no longer an employee for the following reasons:

(a) if an employee resigns;

(b) after twenty-four (24) consecutive months layoff (an employee may qualify for statutory severance entitlement as provided under the Employment Standards Act);

(c) if an employee is discharged and the discharge is not reversed through the grievance procedure, the grievance mediation process or the arbitration process;

(d) if an employee has been absent from work for five (5) consecutive working days without having been granted a leave of absence in accordance with Article 14 (Leaves of Absence);

(e) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address on the Corporation's records to report for work and does not give a satisfactory reason. An employee will be deemed to have received any registered mail three (3) working days after it was issued;

(f) if an employee overstays a leave of absence, granted by the Corporation in writing, or does not secure an extension of such leave in writing, or fails to provide a reason satisfactory to the Corporation for the overstaying of such leave;

(g) at the end of the month in which the employee retires; or,

(h) if a part-time (PT-36/PT-24) or casual (grandfathered) employee does not comply with the requirements for minimum availability as provided for in this Agreement.

11.11 RETIREMENT

(a) It is agreed that in accordance with the *Ontario Human Rights Code*, there shall be no further mandatory retirement for employees governed by this collective agreement. The parties further acknowledge and agree that in light of the need to ensure public safety as well as the physical and mental demands of the occupations governed by this agreement, that anyone seeking to work beyond the end of the month in which they turn sixty-five (65) years of age shall provide medical documentation indicating their continued fitness for their occupation.

The Employer may request such additional certificate either when it has reasonable grounds to do so or at the expiration of a two (2) year period.

(b) The Parties agree that paramedics are an integral component to public safety. In consideration of the foregoing, the Parties further agree to explore all early retirement options available to paramedics in the event that such efforts are successful in gaining changes to the applicable *Federal Income Tax Act and Regulations.*

11.12 APPLICATIONS OF SENIORITY

Seniority shall be used for promotions, transfers, demotions, layoffs, recalls and service (including meeting any waiting period or other entitlement requirements) for the purposes of vacation entitlement, long term disability, health and welfare benefit plans and wage progression. Seniority shall be applied on a bargaining unit wide basis.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 When an employee through either occupational or non-occupational injury or disease is unable to fulfill the normal requirements of their job, they may be assigned to other work that they are able and qualified to perform, where such work is available and provided that they shall not displace any employee with greater seniority.

12.02 (a) Where a position has been filled on a temporary basis for a continuous period of greater than two (2) years, the incumbent must return to their permanent position, or should it not exist or is occupied by an employee with greater seniority, exercise their seniority rights in accordance with Article 13. If however, the Corporation deems such work necessary beyond this two (2) year period, the position shall be posted on a permanent basis in accordance with Article 19.

(b) Notwithstanding Article 12.02 (a), appointments of a temporary nature may extend beyond two (2) year**s** if the reason for such placement is related to an approved leave of absence, sick leave, WSIB, or long term disability vacancy.

12.03 CERTIFICATION

An Advanced Care Paramedic (ACP) who voluntarily wishes to return to Primary Care Paramedic (PCP) status, in co-operation with the Base Hospital, will not be unreasonably denied such opportunity.

It is understood that an employee wishing to vacate an ACP position shall be granted an available full-time position of PCP if successful through the job posting process. If an employee requests to change classification prior to securing a full-time position through the job posting process or is not interested in full-time the employee may change status to Part-Time 36 hour PCP subject to the paragraph above.

12.04 SKILL SET ENHANCEMENTS

Prior to implementation, any new skill sets or additional key duties introduced with the approval of the Employer into the authorized scope of practice for Paramedics and System Status Controllers shall be discussed with the Union and shall be subject to negotiation where applicable. It is understood such negotiation will not delay implementation.

ARTICLE 13 – LAYOFFS AND RECALLS

13.01 Both Parties recognize that job security should increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority. Employees shall be recalled in order of their seniority providing they are qualified to do the work.

13.02 A layoff shall be defined as a reduction in the workforce.

13.03 No new employees will be hired until those laid off have been given an opportunity of re-employment providing they are qualified to do the work, which is available within the bargaining unit.

13.04 The Corporation shall notify employees who are to be laid off by providing them with a minimum of five (5) working months' notice before the layoff is to be effective. If the employee laid off has not had the opportunity to work five (5) months after the notice of layoff, they shall be paid in lieu of work for that part of the five (5) months during which work was not made available.

13.05 In order that the operations of the Union will not become disorganized when layoffs are being made, members of the Local Executive Board shall be the last persons laid off during their term of office as long as full-time work, which they are qualified to perform is available.

13.06 The Corporation's decision on acceptance or denial of a bump shall be communicated in writing to affected employees and the Union within five (5) working days. An employee who has been served notice of layoff as outlined above shall bump the employee with the lowest seniority in the classification in which the employee has elected to bump based on their skill and ability to perform the work. No part-time or casual (grandfathered) employee shall displace a full-time employee in any classification.

13.07 An employee affected by layoff will be given an orientation and assessment period as deemed appropriate by the Corporation. Should the Corporation deem the employee unsatisfactory or unsuitable, the employee will be advised that they are to be laid off and will be allowed to exercise their bumping rights into another position.

Such decision will not prejudice future consideration of the employee under a posted vacancy for the same position.

Any other employee displaced as a result of the above rearrangements of positions shall be returned to their position without loss of seniority, benefits, or wage/salary.

Should the employee find the new position unsatisfactory within thirty (30) working days, the employee will inform the Human Resources Department and the employee will be laid off and allowed to exercise their bumping rights into another position. Should the employee find the second new position unsatisfactory they will be allowed to exercise their bumping rights one final time.

13.08 Grievances concerning layoffs shall be initiated at Step 1 of the grievance procedure.

13.09 Transfers resulting from the displacement of active employees may be held in abeyance until all transfers can take place and no employee will suffer any loss of wages, benefits or seniority while awaiting a transfer under this clause.

Once the last employee affected by this process is confirmed, in writing, all transfers of affected employees shall be made within ten (10) working days. In the case of such transfers, the Corporation shall not be held to any minimum shift change notice requirements agreed to between the Parties.

13.10 (a) The Corporation agrees to pay its share of the premiums for all agreed upon benefit plans for two (2) months following the month of layoff, subject to the laid off employee paying their full share of such premiums prior to the commencement of the layoff.

(b) When an employee submits to the Human Resources Department written application for continuation of enrolment in specific and eligible employee benefits at one hundred (100%) percent employee cost during the twenty-two (22) months following the first month of layoff, unless precluded otherwise by the policy carrier the Employer shall allow the employee to purchase such benefits and administer the benefits on behalf of the employee. The employee shall submit post-dated cheques as of the first business day of the second month of layoff for as many months as the employee desires to continue to be so insured. The Corporation shall discontinue benefits should an employee become one (1) month in arrears of payment.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 BEREAVEMENT LEAVE

A paid leave of absence shall be granted for attendance at a funeral and for bereavement purposes. The leave of absence contemplated by this Article must be taken in consecutive days and one (1) of the days must be the day of the funeral **or memorial service**. An employee on such leave shall receive their regular wages for all days where the employee

would have otherwise been scheduled to perform work during the leave period. The employee shall be granted leave for bereavement purposes as follows:

(a) A five (5) day leave of absence for the death of a spouse, son, daughter, mother, father, brother, sister or legal guardian.

(b) A three (3) day leave of absence for the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild or grandparent.

(c) An employee may be granted four (4) hours paid leave if scheduled to work and a further maximum period of eight (8) hours of unpaid leave to actively participate in a recognized funeral service (as defined through the Labour Management Committee).

Where an employee does not qualify under any of the above conditions, the Corporation is not barred and may, nonetheless, grant a paid or unpaid bereavement leave.

14.02 PREGNANCY/PARENTAL LEAVE

Pregnancy and parental leaves under this Article are granted pursuant to the *Ontario Employment Standards Act*:

(**a**) Notice

Employees eligible for pregnancy and/or parental leave must provide a minimum of two (2) weeks written notice to the Corporation prior to the commencement of the leave. Employees on pregnancy or parental leave who intend to return to work prior to the expiration of the granted leave must provide a minimum of four (4) weeks written notice to the Corporation prior to resuming their duties.

(**b**) Benefits, Seniority & Service

Throughout a pregnancy and/or parental leave, an employee on such leave shall continue to accrue seniority and service. For accumulation of vacation credits, service for full-time employees shall be continuous for the period as defined in the *Employment Standards Act* for pregnancy and parental leaves.

In addition, all benefits, including pension, to which there are co-contributions made by both the employee and the Corporation shall continue in effect throughout the leave unless the employee gives written notice of their intention to discontinue their regular contributions, in which case, such coverage shall cease for the period of the leave.

(**c**) Reinstatement

An employee who has taken pregnancy and/or parental leave shall be reinstated upon expiration of the leave in the position the employee most recently held, if it still exists, or to a comparable position if it does not. In the event of a layoff occurring, the provisions of the layoff and recall Article shall apply.

(**d**) Pregnancy Leave Sub Plan

An employee who is on pregnancy leave as provided under this agreement who has passed the probationary period and has had such earnings from the Corporation within a twelve (12) month period and who provides proof she is in receipt of Employment Insurance Maternity Benefits shall be paid a supplemental Employment benefit for a maximum period of fifteen (15) weeks based on Employment Insurance eligibility for Maternity Benefits, excluding the Employment Insurance waiting period.

The benefit will be equivalent to the difference between eighty-five percent (85%) of their regular weekly earnings other than shift premiums or bonuses at the time of the leave, and the sum of their regular weekly Employment Insurance benefits and any other earnings to a maximum of $660 (six hundred and sixty dollars) per week and subject to the combined benefits and earning not exceeding ninety-five percent (95%) of the employees weekly earnings.

(**e**) Parental Leave Sub Plan

An employee who is on parental leave as provided under this agreement who has passed the probationary period and has had such earnings from the Corporation within a twelve (12) month period and who provides proof they are in receipt of Employment Insurance Parental Benefits shall be paid a supplemental Employment benefit for a maximum of ten (10) weeks, excluding the Employment Insurance waiting period.

The benefit will be equivalent to the difference between eighty-five percent (85%) of their regular weekly earnings other than shift premiums or bonuses at the time of the leave, and the sum of their regular weekly Employment Insurance benefits and any other earnings to a maximum of $660 (six hundred and sixty dollars) per week and subject to the combined benefits and earnings not exceeding ninety-five percent (95%) of the employees weekly earnings.

14.03 UNPAID PERSONAL LEAVE

The Corporation may grant leave of absence with or without pay to an employee for reasons satisfactory to the Corporation. Request for such leave of absence shall be in writing and shall be submitted to their Commander Operations or designate in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Commander Operations or designate as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere except as noted in Article 14.05. Unless otherwise mutually agreed, such leave shall not exceed three (3) months and seniority shall accumulate during such leave. No request will be unreasonably denied. Reasons for refusal of any requests for leave shall be given by the Corporation in writing.

14.04 UNION LEAVE

Employees elected or appointed by the Union to attend conventions and conferences of the Union, shall be granted leave of absence, without pay, provided the Corporation is given reasonable notice and be subject to operational requirements concerning scheduling. No more than seven (7) employees may be absent at any one time and

such leaves without pay shall not total more than one hundred and twenty-five (125) working days in one (1) year, excluding traveling time.

In requesting such leave of absence for an employee or employees, the Union must give at least seven (7) days clear notice in writing to the Corporation, unless not reasonably possible to give such notice. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Corporation on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Corporation in the amount of such salary and applicable benefits within thirty (30) days of billing.

Seniority shall continue to accrue during such leave.

Nothing in this Article shall preclude the Parties from agreeing by mutual consent to the increase of the total number of employees or days enumerated for purposes of leaves in this Article upon the written request of the Union and further the Corporation shall not unreasonably withhold approval of such request.

14.05 LEAVE FOR FULL-TIME UNION OFFICE

Any employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of seniority by the Corporation for a period of up to two (2) years. The Employer agrees to wage continue the employee and invoice the Union accordingly for all costs associated with the wage continuance. If the employee returns to the Bargaining Unit within two (2) years, they shall be entitled to claim their former position if it exists or in the event that the position no longer exists, they will have the right to bump in accordance with their seniority. Consideration of the bumping provisions of this Agreement will be given. It is understood by the Parties that under these circumstances the employer will not be required to serve on the affected employee(s) the notice provisions for layoff contained in this Agreement.

If the employee returns to the Bargaining Unit after two (2) years but not beyond a second term of office or a maximum of four (4) years, the employee shall be entitled to take a vacant temporary or PT-36 hour position until such time as a vacancy occurs where they can apply in accordance with the job posting requirements of this Agreement.

14.06 JURY AND WITNESS DUTY

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

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

(i) notifies the Corporation immediately on the employee's notification that they will be required to attend at court;

(ii) presents proof of service requiring the employee's attendance; and,

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

It is understood that the above shall not apply where an employee is required to attend as a witness in a court proceeding for another employer.

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

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

<u>(This clause is applicable to part-time employees only)</u>

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

(i) notifies the Corporation immediately on the employee's notification that they will be required to attend at court;

(ii) presents proof of service requiring the employee's attendance; and,

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

It is understood that the above shall not apply where an employee is required to attend as a witness in a court proceeding for another employer.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Corporation on their regularly scheduled day off, they shall be paid for all hours actually spent at such hearings at their regular straight time hourly rate subject to (i), (ii) and (iii) above.

14.07 LEAVE FOR PUBLIC OFFICE

When elected to a federal or provincial legislature or elected to a full-time municipal office outside of the geographical boundaries of the Region of Niagara, the Corporation will grant leave of absence without pay and for one (1) term of office. One further extension of one (1) term may be granted on written application. Seniority shall continue to accrue during such leave.

14.08 EFFECT OF ABSENCE

[(a). (b) and (c) of the following clause are applicable to full-time employees only]

Unless otherwise provided in the Collective Agreement or by statute:

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

(b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of absence, except that the Corporation will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or in receipt of short term disability, in receipt of E.I. sick benefits or in receipt of LTD benefits to the same maximum of thirty (30) months.

(c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits, or for a like period of thirty (30) months if an employee's unpaid absence is due to an illness.

(d) Part-time employees shall accrue service and seniority for a period of thirty (30) months, on the basis of what the employee's normal regular hours of work would have been or in the case that an employee does not have regular hours then by averaging the hours worked over the thirteen (13) week period immediately preceding the week in which the leave began.

ARTICLE 15 – HOURS OF WORK

15.01 NORMAL HOURS OF WORK

The normal daily hours of work for permanent full-time employees within the bargaining unit may be eight (8), ten (10) or twelve (12) hours per shift for Paramedics and Communication employees, Sunday through Saturday inclusive, with hours per week for twelve (12) hour workers averaged over the four (4) week shift schedule cycle. Such hours of work and days of work may be revised by the Corporation with four (4) weeks notice to the Union, subject to operational requirements after consultation with the Union**.**

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

15.02 PAID REST PERIODS AND MEAL BREAKS

The Corporation agrees that Paramedics will self schedule one (1) thirty (30) minute rest period for each full scheduled shift. In addition, Paramedics shall be provided an additional Corporate scheduled paid mid-shift meal break of thirty (30) minutes provided the shift exceeds five (5) hours.

The Corporation shall make all reasonable efforts to ensure that Paramedic staff shall receive the mid-shift meal break of thirty (30) minutes. Based on operational requirements, Paramedics may be required to take their meal break at an EMS facility other than the home station. Accordingly, the Corporation will make a reasonable effort to return a crew to the assigned home station for the duration of their meal break. Should such reasonable effort not result in Paramedic staff being returned to the assigned home station, they will be sent to an EMS facility.

If a Paramedic is not provided their Corporate scheduled mid shift meal break between the fourth (4th) and eighth (8th) hours of the shift, the Employer shall pay the employee fifteen ($15.00) dollars and the break shall be scheduled at the earliest possible opportunity, at an EMS facility, before the end of the shift. It is understood that a Paramedic will not receive the payment noted above for not receiving their meal break at their home station or where their lunch may be located as long as they have received their meal break during the fourth (4th) and eighth (8th) hours of the shift.

The Corporation agrees that System Status Controllers will self schedule two (2), thirty (30) minute rest periods and one (1) thirty (30) minute paid meal break agreed to between the employee and the Corporation subject to critical operational needs.

It is understood by the Parties that, because of the nature of the service, employees shall at all times respond to Priority 1 and 2 emergency and incident standby calls when requested to do so.

15.03 ADDITIONAL PAID REST PERIODS

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

15.04 TWELVE (12) HOURS SHIFT

Except as otherwise provided in this Article, in consultation with the Union and subject to operational requirements the terms and conditions of this section apply to employees working twelve (12) hour shifts.

(a) The normal hours of work shall consist of twelve (12) consecutive hours;

(b) Start and stop times shall be determined by the Corporation; and,

(c) The normal workweek shall be up to forty-two (42) hours determined by averaging the hours of work over a four (4) week cycle.

15.05 PART-TIME 36 HOUR (PT-36) AND PART-TIME 24 HOUR (PT-24) AVAILABILITY

(a) All PT-36 employees shall submit availability and be available to work:

- A minimum of thirty-six (36) hours of work per week;
- A minimum of two (2) weekends every four week period, and;
- A minimum of fifty percent (50%) of paid holidays each calendar year (in addition to (c) below).

PT-36 employees shall be regularly scheduled to work a maximum of seventy-two (72) hours every two (2) weeks out of the hours provided as available.

It is understood that availability means 12 hour blocks consistent with the majority of the approved staffing patterns as outlined in the master schedule.

Clarification

- A week is defined as the period from Sunday to Saturday (pay week).
- A weekend is defined as Friday night, commencing at 1800, until the hours of 0730 Monday morning. Employees must be available for at least 2 shifts during the weekend period.
- A shift that starts before 1200 shall be considered a day shift.
- A shift that starts at or after 1200 shall be considered a night shift.
- Availability must capture the majority of shifts on either days or nights; i.e. 0600–2000 is adequate day shift availability as the employee would be available to work 5 out of 8 possible day shifts (i.e.: 0600, 0630, 0700, 0730, 0800 hrs start times). 1200–0630 is adequate night shift availability as the employee would be available to work 4 out of 6 possible night shifts (i.e.: 1200, 1400, 1800, 1830 start times).
- An employee is permitted to change their availability, granted they maintain the availability requirements.

The availability of part-time employees will be monitored by the Corporation on a monthly basis. Should an employee not meet the above noted requirement for availability, the Employer shall meet with the employee to ascertain the reasons the employee has been unable to meet the availability requirements. The employee will be issued a letter of expectation concerning availability if, after the interview, the Employer deems the letter is warranted.

Should a PT-36 employee who has been issued a letter of expectation regarding availability not meet the requirements of availability during the next two (2) monthly monitoring periods, without showing reasonable cause acceptable to the Corporation, the employment relationship shall be terminated. Should there be reasonable cause for the employee's inability to meet the PT-36 availability requirements; their status will be changed from PT-36 to PT-24 should a permanent PT-24 position be vacant. In the event a permanent PT-24 position is not vacant, on a case-by-case basis, their status will be changed from PT-36 to PT-24 on a temporary basis subject to the employee accordingly establishing reasonable cause.

(b) All PT-24 employees shall submit availability and be available to work:

- A minimum of twenty-four (24) hours of work per week;
- A minimum of two (2) weekends every four week period, and;
- A minimum of fifty percent (50%) of paid holidays each calendar year (in addition to (c) below).

It is understood that availability means 12 hour blocks consistent with the majority of the approved staffing patterns as outlined in the master schedule.

<u>Clarification</u>

- A week is defined as the period from Sunday to Saturday (pay week).
- A weekend is defined as Friday night, commencing at 1800, until the hours of 0730 Monday morning. Employees must be available for at least 2 shifts during the weekend period.
- A shift that starts before 1200 shall be considered a day shift.
- A shift that starts at or after 1200 shall be considered a night shift.
- Availability must capture the majority of shifts on either days or nights; i.e. 0600–2000 is adequate day shift availability as the employee would be available to work 5 out of 8 possible day shifts (i.e.: 0600, 0630, 0700, 0730, 0800 start times). 1200–0630 is adequate night shift availability as the employee would be available to work 4 out of 6 possible night shifts (i.e.: 1200, 1400, 1800, 1830 start times).
- An employee is permitted to change their availability, granted they maintain the availability requirements.

The availability of PT-24 employees will be monitored by the Corporation on a monthly basis. Should an employee be unable to meet the above noted requirement for availability, the employer shall interview the employee to ascertain the reasons for the employee's inability to meet the availability requirements. If warranted and as determined by the Corporation the employee will be issued with a letter of expectation concerning availability.

Should a PT-24 employee who has been issued a letter of expectation regarding availability not be able to meet the requirements of availability during either of the next two (2) monthly monitoring periods, without showing reasonable cause, the employment relationship shall be terminated in accordance with this section.

Notwithstanding, the minimum shift requirements of this Article shall not apply to current incumbents *(as agreed in LOU October 20, 2011)* of the bargaining unit

whose primary role of employment at NEMS is to facilitate their EMS education role by maintaining their paramedic certification status and those current four (4) casual (grandfathered) incumbents in the casual definition of employees (as agreed in LOU February 4, 2015).

(c) Notwithstanding any other Article in this agreement, part-time (PT-36 and PT-24) and grandfathered casual employees shall confirm their availability to work and be available to work, either the Christmas or New Year's holiday period. The Christmas holiday period is defined as Christmas Eve and Christmas Day. The New Year's holiday period is defined as New Year's Eve and New Year's Day.

15.06 Subject to operational requirements part-time (PT-36 and PT-24) employees shall have available hours distributed amongst available, part-time employees based on seniority in the first instance then in rotation with the employer endeavouring to equalize hours amongst qualified part-time staff.

Subject to submitted availability per Articles 15.06 (a) and (b), once PT-36 and PT-24 employees have been offered thirty-six (36) hours of employment in a week the employer shall offer the remaining available work in the scheduling period to grandfathered casual employees covered under the letters of understanding dated October 20, 2011 and February 4, 2015.

Notwithstanding the above, in the event any grandfathered casual employee has not worked a shift in sixty (60) or more calendar days, the Employer may schedule such employee at any time for the purpose of ensuring the employee remains certified with CPER, and doing so will not be a violation of the Collective Agreement.

In no case shall any PT-36, PT-24, or grandfathered casual employee exercise seniority against a full-time employee.

Part-time (PT-36 and PT-24) and grandfathered casual employees may be called to replace employees or fill vacancies for less than a full shift as required. In any event no employee shall be called in to work less than four (4) consecutive hours and in the alternative the employee shall be paid a minimum of four (4) hours pay at straight time rates so long as they are willing to remain for a minimum period of four (4) hours.

15.07 MEAL ALLOWANCE

Employees required to work four (4) or more consecutive hours of overtime either preceding or succeeding any shift, provided that twelve (12) hours notice is not given, shall be provided with a meal allowance of **fifteen**($**15**.00) dollars. The provision of notice does not guarantee that overtime will actually be worked.

15.08 SHIFT EXCHANGES

Employees desirous of exchanging shifts may do so with the approval of the Operations Manager or designate upon serving a minimum of seven (7) days written notice and so long as the employees complete the shift exchange within the same four (4) week schedule. The Operations Manager or designate shall reply to the request within seventy two (72) hours of receipt of same. It is understood by the Parties that shift exchanges will

only be considered between employees who are fully qualified to perform the work being exchanged.

In any event, the Corporation shall retain the right to approve or deny a shift exchange request made by employees giving regard to the operational needs of the service, and all such requests shall not be unreasonably denied.

It is understood by the Parties that the Corporation shall not incur any additional costs, overtime or otherwise as a result of shift exchanges.

15.09 The Corporation agrees to schedule at least one (1) weekend off in three (3) for full-time employees whose scheduled days off vary and whose master schedule has been changed so as to result in him/her working a third (3rd) consecutive weekend will receive time and one-half (1.5) for each hour worked on such weekend and subsequent weekends until a weekend off is scheduled, save and except:

(a) Such weekend work was required by the Corporation due to unforeseen circumstances and their regular schedule was not changed;

(b) Such weekend work was at the request of the employee to satisfy specific days off; or,

(c) Such weekend worked was as a result of an exchange of shifts.

In those instances where a part-time employee is on a regular schedule incorporating weekends, this provision will not apply.

15.10 Schedules of working hours for all staff will be posted at least fourteen (14) days in advance of the week to which they apply. Once posted, starting and stopping times will not be changed unless the employee is personally notified at least forty-eight (48) hours in advance. Failure to do so will require such employee being paid one and one-half (1.5) times their regular rate for all hours worked on that shift except where circumstances that necessitate the schedule change are beyond the control of the Corporation. However, in such cases the employee shall be notified of the schedule change as soon as possible. Full-time employees required to work with less than twelve (12) hours between two (2) scheduled shifts, will be paid time and one-half (1.5) their regular straight time rate for the next shift. It is understood by the Parties that this clause shall not apply to emergency shift over run.

15.11 The increase or reduction of a shift as a result of changes in Daylight Saving and Standard times will not result in the increase or reduction of normal pay for such shift.

15.12 Where the Corporation requires systems changes to any master rotating schedule, the revised schedule shall be posted at least four (4) weeks in advance of its effective date. The Corporation will meet with the Union to discuss the revised schedule.

15.13 <u>SCHEDULING OF LIEU DAYS</u>

Lieu days that have been accumulated under Article 17 will be scheduled, taking into account the wishes of the employee and the effective operation of the service. An employee requesting a lieu day must make application fourteen (14) days in advance and the employer will reply within seven (7) days of the application. In cases of emergencies,

the Parties agree to waive the above stated advance notice of change and no request will be unreasonably denied.

ARTICLE 16 - PREMIUM PAYMENT

16.01 DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

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

16.02 WORK ON SATURDAY AND SUNDAY

All hours which fall within an employee's regular work hours, shift or work week which fall on Saturday and/or Sunday shall be compensated by the employee receiving a premium of eighty cents ($0.80) per hour worked.

Effective November 15, 2023, All hours which fall within an employee's regular work hours, shift or work week which fall on Saturday and/or Sunday shall be compensated by the employee receiving a premium of one dollar ($1.00) per hour worked.

16.03 PREMIUM PAY FOR HOURS WORKED BETWEEN 5:00 P.M. AND 7:00 A.M.

Where the Corporation requires any employee to work hours other than those, which fall between 7:00 a.m. and 5:00 p.m., the employee, shall receive a premium of ninety cents ($0.90) for all regular hours worked provided that fifty percent (50%) or more of those regular hours fall between 5:00 p.m. and 7:00 a.m.

16.04 REPORTING PAY

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Corporation. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than eight (8), ten (10) or twelve (12) hours per day will receive a prorated amount of reporting pay.

16.05 TIME OFF IN LIEU OF OVERTIME

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

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Corporation. Such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Corporation shall revert to payment of premium rate (overtime pay) if time off is not taken within ninety (90) calendar days of the date the time is earned. Further, all lieu time banked and remaining unpaid at the end of any year shall be paid to employees along with the final pay of that same year.

16.0**6** CALL-BACK

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1.5) times their regular hourly earnings. Superior provisions shall remain.

ARTICLE 17 – HOLIDAYS

17.01 PAID HOLIDAYS

Any full-time employee who has completed their initial probationary period shall receive without working the equivalent of one (1) day's pay in accordance with 17.02 at their basic rate for each of the following holidays regardless of the day on which the holiday is observed:

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

Effective 2024 – National Day for Truth and Reconciliation

and any other day proclaimed as a holiday by the federal, provincial or the municipal government.

17.02 DEFINITION OF HOLIDAY PAY AND QUALIFIERS

(a) Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times eight (8) hours or eight and four-tenths (8.4) hours for each of the holidays identified in 17.01 subject to the employee's assigned shift rotation of eight (8), ten (10) or twelve (12) hours per day. For greater clarity, it is understood the employees working on eight (8) or ten (10) hour shifts shall be credited with holiday pay at the rate of eight (8) hours per holiday with employees working on a twelve (12) hours per day shift rotation being credited with eight and four-tenths (8.4) hours for each such holiday.

(b) Because of the nature of the service it is understood that employees who qualify for a holiday shall have the above noted entitlements deposited into a lieu bank from which the employee may draw entitlement upon receiving the approval from their operations supervisor to do so.

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

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

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

17.03 PAYMENT FOR WORKING A HOLIDAY

If an employee is required to work on any of the holidays set out in Article 17.01 the employee shall be paid at the rate of one and one-half (1.5) times their regular straight time hourly rate of pay for all hours worked on such holiday.

17.04 PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

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

17.05 PAYMENT OF HOLIDAY TO PART-TIME EMPLOYEES

Part-time employees receive their entitlement to holiday pay as part of the wages in lieu paid to them for all hours of work.

Notwithstanding the above part-time employees who work on a holiday shall be paid in accordance with 17.03 for all hours worked on any of the holidays, which are the subject of this Article.

17.06 Where the Corporation elects to not schedule an employee on modified duty on a Paid Holiday or on another Holiday recognized by the Corporation, the employee will be given the option to either:

(a) use holiday lieu bank time;
(b) use a vacation day;
(c) take an unpaid LOA;
(d) have the hours rescheduled.

In the event that the Corporation is unable to reschedule such employee's hours per option (d) above the employee shall choose option (a), (b), or (c).

It is understood that the following are appropriate reasons for being unable to offer an employee option (d) above: 1) when rescheduling would interfere with the employee's progression in any Return to Work plan, Temporary Transitional Work plan, etc.; 2) when rescheduling would result in overtime; or 3) when the department does not have suitable work and/or opportunity available. It is further understood that any change in an employee's schedule under this Article shall be made in accordance with Article 15.11

ARTICLE 18 - VACATIONS

18.01 (A) FULL-TIME VACATION ENTITLEMENT

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

The period for vacation usage shall begin January 1st and end on December 31st of each year.

For the purpose of computing vacation entitlement, all vacation credits shall be calculated and placed into the vacation bank prior to the actual earning of such credits by October 1st of each year, using years of service at December 31st of the current year when calculating entitlement.

In the event that any employee leaves the employ of the Corporation for any reason and they have used more than the actual earned portion of the hours placed in the vacation bank the Corporation shall have the right to deduct such overpayment of wages from any and all wages outstanding to the employee at the time of such leaving including any balance of vacation pay owing.

Each employee who has had hours placed into a vacation bank in accordance with this Article shall request the scheduling of all such hours of entitlement in accordance with the Letter of Understanding between the Parties forming part of this Agreement.

Each full-time employee shall have 42 hours (for 42 hour average weekly schedule employees) or 40 hours (for 10 hour shift or 8 hour shift employees) of vacation hours placed in their vacation bank for each week of entitlement. Vacation entitlement to each employee shall be in accordance with the following schedule:

Years of Service as of December 31st of the Current Year	Vacation Entitlement
Employees with less than two (2) years	2 weeks with pay
Two (2) years but less than five (5) years of continuous service	3 weeks with pay
Five (5) years but less than fifteen (15) years of continuous service	4 weeks with pay
Fifteen (15) years but less than twenty-three (23) years of continuous service	5 weeks with pay
Twenty-three (23) years or more of continuous service	6 weeks with pay
Thirty (30) continuous years of service or more	One additional day for each year of service

18.01 (B) PART-TIME AND GRANDFATHERED CASUAL VACATION ENTITLEMENT

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

Each part-time and grandfathered casual employee shall have vacation entitlement in accordance with the following schedule:

Years of Service as of December 31st of the Current Year	Vacation Entitlement
Less than 4,160 hours worked	4%
4,160 hours worked but less than 10,400 hours	6%
10,400 hours worked but less than 31,200 hours	8%
31,200 hours worked but less than 47,840 hours	10%
47,840 or more hours worked	12%
Upon reaching 62,400 hours worked and for each additional 2,080 hours worked thereafter the employee shall receive	0.004%

(i) The vacation entitlement will be based upon the number of hours normally worked and paid bi-weekly in accordance with the above schedule of entitlement.

(ii) Part-time employees shall be provided a minimum of two (2) weeks of unpaid vacation time off and equivalent to hours normally scheduled/worked (as outlined in Article 5), in accordance with the *Employment Standards Act.*

(iii) Notwithstanding (ii) above, part-time employees may request additional vacation time off without pay provided it does not exceed the employee's schedule of entitlement as outlined in the schedule above. Such requests may be approved at the sole discretion of the employer subject to the operational needs of the service. Such requests will not be unreasonably denied.

(iv) Part-time employee vacation requests shall be submitted to the Manager Operations for approval, four (4) weeks prior to the requested vacation time.

18.01 (C) PROGRESSION ON VACATION SCHEDULE (PART-TIME)

Part-time employees, including grandfathered casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one (1) year for each 2080 hours worked and that no employee shall earn more than one (1) year of entitlement as regards to progression through the vacation grid in any one (1) year.

The Corporation further submits that part-time vacation remain as per the above grid at 2080 hours per year.

18.02 WORK DURING VACATION

An employee who has commenced their scheduled vacation and agrees, upon request by the Corporation, to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1.5) times their basic straight time rate for all hours

so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have so worked.

18.03 ILLNESS DURING VACATION

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

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

Serious illness is defined as an illness, which requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days. At the discretion of the Corporation the illness must be supported by a treatment memorandum.

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

18.04 BEREAVEMENT DURING VACATION

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with the provisions of this Agreement.

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

18.05 PRIME TIME BLOCKS

Notwithstanding that vacation is to be chosen in blocks during prime vacation periods the Corporation shall make all reasonable efforts to grant lieu time to employees applying for additional days of leave to be attached prior to or after a vacation block in a effort to recognize the vacation rental needs and/or airline ticket purchase practices.

These additional days shall not be seen as reducing the total number of vacation blocks available to employees applying for vacation.

18.06 VACATION ENTITLEMENTS

The Corporation shall communicate to employees, the upcoming year’s vacation entitlement by October 1st of each year.

Vacation entitlement not taken or not scheduled at the request of the employee shall be assigned by the Corporation or if unable to be scheduled shall be paid out by the end of the year.

18.07 VACATION CONFLICTS

In the event of a conflict in vacation requests, the matter will be resolved by giving preference to the senior employee.

18.08 REQUEST FOR CHANGE IN VACATION

Requests for changes in vacation periods must be in writing and submitted at least four (4) weeks in advance of the commencement of the period requested. Such requests shall be dealt with at the sole discretion of the Corporation and shall be responded to in writing within ten (10) calendar days of the request being submitted. It is understood that no other employee will have their vacation displaced as a result of such a request. In cases of emergency, the Corporation agrees to waive the above stated advance notice of change.

ARTICLE 19 – JOB POSTINGS AND TRANSFERS

19.01 AWARDING OF POSITIONS

In vacancies other than provided for under 19.02, part-time to full-time and full-time to part-time the following factors shall be considered:

(a) Length of seniority shall be the determining factor when (b) and (c) are considered to be relatively equal in the judgment of the Corporation. The Corporation shall not exercise this determination in an arbitrary or discriminatory manner;

(b) The employee meets the normal requirements of the job; and,

(c) The employee meets the physical ability to perform the functions of the position.

19.02 SELECTION FOR PROMOTION TO A HIGHER BARGAINING UNIT CLASSIFICATION AND EXPRESSIONS OF INTEREST

For promotions to a higher full-time classification or expressions of interest:

(a) The employer shall first consider employees who meet the following eligibility criteria:

i) Must be a bargaining unit employee;
ii) The employee meets the normal requirements of the position;
iii) Physical ability to perform the functions of the position.

(b) The Employer shall give equal consideration to knowledge and skill to a total of ninety (90%) percent. Seniority shall be weighted based on one (1%) percent for each year of equivalent full-time seniority to a maximum value of ten (10%) percent. The successful candidate(s) shall be the employee(s) with the highest total score and a satisfactory disciplinary record.

(c) The Corporation shall have the right to rely on testing as part of the recruitment process and shall exercise its discretion in establishing eligibility criteria, including the unfettered right to set a reasonable minimum passing standard which would

be applied for all candidates. The Corporation shall advise candidates of the passing mark in any testing prior to the candidate taking the test.

19.03 TEMPORARY VACANCIES

The Corporation shall be free to temporarily fill a vacancy on an interim basis during the posting period by appointing the senior qualified person from within the bargaining unit willing to perform the work**.**

19.04 POSTING PROCEDURES

Employees shall work on jobs assigned to them by the Corporation from time-to-time, provided that the right to make permanent transfers shall, subject to 19.01, be dealt with in the following manner:

(a) The Corporation shall post a vacancy for a period of **seven** (**7**) **calendar** days. If the Corporation decides not to fill a vacancy, they shall immediately notify the Union in writing. A meeting shall be held if either party makes a request for one.

(b) The posting shall indicate the classification of the position, job summary, position requirements and wages, platoon, and station assignment.

(c) An employee may apply for a posted job as designated on the posting, setting out in detail, their qualifications for the job.

(d) **By applying for any position or opportunity through the processes noted in Articles 19.01 and 19.02, successful applicants will be required to accept the position to which they applied and will be notified of their start date accordingly.**

(e) **Notwithstanding the above, qualified applicants in multiple concurrent job posting files shall be offered their choice from the available postings for which they are the most senior, and must select one.**

(**f**) Upon the filling of a posted job, the Corporation shall post the name of the successful applicant.

(**g**) In cases of promotion(s), where a senior applicant is not selected to fill a vacancy, the Union shall be notified; and a meeting, if requested, shall be held within five (5) business days between representatives from the Union and the Employer to discuss the reasons for selecting a junior applicant.

19.05 APPOINTMENT DATES

Appointments from within the bargaining unit shall be made within a reasonable period of time following the original posting date. The employer shall keep the Union appraised of any unreasonable delays encountered during the job posting process.

19.06 TRIAL PERIOD

The successful applicant in job postings for promotions**, new assignments** and transfers from part-time to full-time shall be placed on trial for a period of **seven** hundred and **twenty** (**72**0) hours worked. During the aforementioned trial period, if the successful applicant proves unsatisfactory in the position or if they find that they are unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary.

19.07 SECONDARY VACANCIES

When a secondary vacancy occurs due to the transfer of an employee into the initial vacancy, it shall be posted for five (5) consecutive days.

19.08 NOTIFICATION OF EMPLOYMENT CHANGE

The Union shall be notified in writing of all postings, appointments, hires, layoffs, transfers, promotions, demotions, recalls and terminations of employment.

19.09 (a) In this Article 19, vacancies shall mean those of a long-term nature, over three (3) months in duration.

(b) In vacancies of three (3) months or less, the Corporation may appoint a qualified person from within the emergency services division by appointing the senior qualified person from within the bargaining unit willing to perform the work.

19.10 Notwithstanding Article 19, **the successful applicant to** a temporary job posting shall remain in the temporary position until the temporary position ends or **for a period of not greater than two (2) years in length, except where mutually agreed between the employee, the Union, and the Region. Notwithstanding the above, the successful applicant to a temporary position** shall be permitted to vacate the temporary position **after six (6) months upon submitting written notice, or** if the employee is accepting a permanent position**, or where the request is mutually agreed upon between the employee, the Union, and the Region**.

The successful applicant to a permanent **job posting** shall not be permitted to apply to or be awarded any further temporary postings for a period of six (6) months.

A probationary employee hired into a job posting as a new hire shall not be permitted to apply or be awarded any further posting until the employee has passed the probationary period.

ARTICLE 20 – OVERTIME

20.01 (a) All time worked beyond the normal work day being eight (8), ten (10) or twelve (12) hour shift as may apply shall be considered overtime. In addition to the preceding employees who work on a regularly scheduled day off shall be entitled to overtime except where otherwise agreed to by the Parties. Overtime must be preauthorized by an Operations Supervisor in advance of the work being performed save and except in cases of shift overruns where assigned emergency duties require the

employee to remain beyond the normal end of a shift. In such cases, the employee shall contact the Operations Supervisor at the first opportunity to advise of the circumstances requiring the employee to remain on active duty beyond the normal end of the shift.

Overtime shall be paid at the rate of time and one-half (1.5) of the employee's applicable straight time hourly rate exclusive of any other premiums the employee may be entitled to. All overtime wages earned shall be paid along with the employee's regular pay for the pay period in which the overtime has been earned.

(b) Part-time and grandfathered casual employees shall be entitled to overtime rates for all hours worked above eighty-four (84) hours in a two (2) week pay period. Additionally**,** hours worked as a result of shift overruns after having worked a complete shift of eight (8), ten (10) or twelve (12) hours as the case may be shall be considered as overtime hours.

20.02 Opportunities for overtime work shall be distributed by the Corporation as equally as is practicable among the employees in a department who normally perform the work involved, on a rotating seniority basis. Overtime shall only be considered once all available part-time and grandfathered casual employees have been offered the available work and no such employee being available the employer determines that the work must be performed.

20.03 Employees shall not be required to layoff during regular hours to equalize any overtime work. Neither overtime premiums nor credits for overtime shall be pyramided.

20.04 In the event of a declared state of emergency, the Medical Officer of Health and/or the Director of Emergency Services or designate may declare the use of mandatory overtime. In the case of such a declaration, employees called in shall be paid the overtime rates as set out in the Collective Agreement. No disciplinary action may be taken against an employee for failure to respond to the emergency declaration for legitimate reasons.

ARTICLE 21 – PAYMENT OF WAGES FOR TRAINING AND MEETINGS

21.01 Employees who are required to attend training/education for the purposes of Continuous Medical Education (CME) to maintain Base Hospital certification shall be paid at the employee's regular straight time rate, providing such training/education has been approved by the Employer and the Base Hospital.

21.02 Employees who attend voluntary meetings scheduled by management shall be paid at the employee's regular straight time rate for all hours where the employee attends such meetings.

21.03 (a) Employees who are required to attend mandatory meetings or training scheduled by management may elect to attend mandatory meetings or training on a regular scheduled day or a regular scheduled day off shall be paid at the employee's regular straight time for all hours where the employee is required to attend such meetings or training.

It is agreed that employees will not be required to wear uniforms when attending mandatory meetings or training if attending on a scheduled day off. **Employees will have to bring into the training room any PPE requested of them for the**

purposes of the training and they will have to bring to the training site (either into the building of the training or in the parking lot of the training building) the rest of their uniform. It is understood that employees will be required to present themselves and dress in accordance with service policy.

(b) Where the employer is unable to accommodate mandatory meetings or training on a regular scheduled day, the employee shall be paid at the employee's regular overtime rate of time and one-half (1.5) for all hours where the employee is required to attend such meetings or training.

21.04 It is understood that the Employer will make all reasonable attempts to offer all training during scheduled paid time. In order to meet operational and training requirements the Corporation may with appropriate notice change the employees schedule to accommodate attendance at prescheduled training sessions.

ARTICLE 22 – EMPLOYEE BENEFITS

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

22.01 (a) The Corporation agrees to contribute one hundred (100%) percent of the billed premium towards coverage of eligible employees in the active employ of the Corporation under the current carrier's Extended Care **f**ormulary mandatory generic plan (or equivalent) commencing the first day of the following month upon completion of the probationary period. An annual employee deductible representing ten percent (10%) of the total prescription fee up to a maximum of $40.00 single and $100.00 family per year and with a dispensing fee cap of eight dollars and fifty cents ($8.50) per prescription.

Vision care maximum of three hundred and fifty dollars ($350.00) every twenty-four (24) months with benefit being assignable to laser surgery at the employee's option, once in a lifetime. In addition, an Eye Exam for employee and dependents to a maximum of fifty dollars ($50.00) every twenty-four (24) months.

Effective November 15, 2023 Vision care maximum of four hundred dollars ($400.00) every twenty-four (24) months with benefit being assignable to laser surgery at the employee's option, once in a lifetime. In addition, an Eye Exam for employee and dependents to a maximum of eighty dollars ($80.00) every twenty-four (24) months.

Hearing aid acquisition every thirty-six (36) months.

Deluxe Travel Plan

Semi-Private Hospital coverage as defined by the Carrier.

(b) The Corporation agrees to contribute one hundred (100%) percent of the billed premium towards coverage of eligible employees in the active employ of the Corporation for group life and accidental death and dismemberment insurance plan currently in effect and reflective of a maximum of one and one-half (1.5) times the employees annual base wage rounded up to the nearest

thousand dollars to a maximum of $400,000. Retired employees will be entitled to two thousand dollars ($2000) employer paid group life insurance up to seventy (70) years of age.

(c) (1) The Corporation agrees to contribute one hundred (100%) percent of the billed premiums towards coverage of eligible employees in the active employ of the Corporation under the carrier Dental Plan based on previous year's Ontario Dental Association (ODA) fee guide rate as amended from time-to-time, with nine (9) month oral recall examination and preventative recall package, or comparable coverage with another carrier.

(2) Complete and partial dentures at 50/50 co-insurance to one thousand ($1000.00) dollars annual maximum and crowns, bridgework, and repairs to same at 50/50 co- insurance to one thousand ($1,000) dollars annual maximum and orthodontic services at 50/50 co-insurance to a lifetime maximum of one thousand five hundred ($1,500.00) dollars.

(d) Effective September 29 2004, employees exercising retirement options under the OMERS "90 Factor" shall receive benefits paid by the employer as follows (integrated with provincial benefit plans for senior citizens):

Dental and Extended Health Care Plan, combined maximum twenty thousand ($20,000.00) dollars lifetime for each enrolled member or until the retired employee attains sixty-five (65) years of age, whichever the earlier.

The above benefit entitlements shall be transferable between qualified enrolled members.

(e) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

22.02 CHANGE OF CARRIERS

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

It is understood that the Corporation may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Corporation shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Corporation shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

22.03 (A) PENSION

All present employees enrolled in the OMERS pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions. Contributions to the OMERS Pension Plan shall be in accordance with OMERS regulations. Notwithstanding, employee (i.e. Full-time and Part-time) enrollment into the OMERS Pension Plan shall be done so in accordance with applicable OMERS regulations.

22.03 (B) RETIREMENT ALLOWANCE

Prior to issuing notice of indefinite layoff pursuant to Article 13 in any classification(s), the Corporation will offer early-retirement allowance to a sufficient number of full-time employees eligible for early retirement under OMERS within the classification(s) in order of seniority, to the extent that the maximum number of full time employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of indefinite layoff under Article 13.

A full time employee who elects an early retirement option following notice of indefinite layoff pursuant to Article 13 shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to one thousand ($1,000) dollars for each year less than age sixty-five (65) to a maximum of five thousand ($5,000.00) dollars upon retirement.

22.04 BENEFITS FOR PART-TIME EMPLOYEES

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

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

22.05 PARAMEDICAL SERVICES

EMPLOYEES

(a) Services from the following licensed, certified or registered practitioners are covered with a combined maximum of five hundred dollars ($500.00) per employee per year:

Physiotherapist
Registered Massage Therapist
Speech Pathologist Authorized by a Physician or Dentist
Chiropractor
Acupuncturist
Naturopath

Effective November 15, 2023, Services from the following licensed, certified or registered practitioners are covered with a combined maximum of five hundred dollars ($600.00) per employee per year:

Physiotherapist
Registered Massage Therapist
Speech Pathologist Authorized by a Physician or Dentist

Chiropractor
Acupuncturist
Naturopath
Osteopath

(b) Services from Clinical Psychologist are covered for employees to a maximum of five hundred dollars ($500.00) per year. It is understood that should the employee exhaust this coverage, they will be allowed to apply any remaining balance from the allowance outlined in (a) above towards services from a Clinical Psychologist.

Services from Clinical Psychologist and/or Registered Psychotherapist are covered for employees with a combined maximum of one thousand dollars ($1,000.00) per year. It is understood that should the employee exhaust this coverage, they will be allowed to apply any remaining balance from the allowance outlined in (a) above towards services from a Clinical Psychologist and/or Registered Psychotherapist.

Effective November 15, 2023, Services from Clinical Psychologist and/or Registered Psychotherapist and/or Social Worker with MSW Designation are covered for employees with a combined maximum of two thousand dollars (2,000.00) per year. It is understood that should the employee exhaust this coverage, they will be allowed to apply any remaining balance from the allowance outlined in (a) above towards services from a Clinical Psychologist and/or Registered Psychotherapist.

DEPENDENTS

(c) Services from the following licensed, certified or registered Practitioners are covered with a combined maximum of five hundred ($500.00) dollars per dependent per year:

Physiotherapist
Clinical Psychologist
Registered Psychotherapist
Registered Massage Therapist
Speech Pathologist Authorized by a Physician or Dentist
Chiropractor
Acupuncturist
Naturopath
Effective November 15, 2023 – Osteopath
Effective November 15, 2023 – Social Worker with MSW Designation

22.06 SURVIVOR BENEFITS

In the event of the death of an employee while covered by this plan, coverage will continue for the employee's eligible covered dependents until the earliest of the following dates, with payment of rates to a maximum of:

a) 12 months after the date of the employee's death; or
b) the date the covered person would no longer be considered a dependent under the plan if the employee were still alive; or
c) the date the benefit under which the employee's dependent is covered, terminates.

ARTICLE 23 – SICK LEAVE, INJURY & DISABILITY

23.01 SHORT-TERM DISABILITY AND LONG-TERM DISABILITY

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

(a) The Corporation will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.

(i) Notwithstanding the Sick Leave Plan noted above, the Employer agrees to pay employees an amount equal to any loss of benefits noted under the Sick Leave Plan for the first two (2) days of absence in the fourth and subsequent periods of Total Disability in a calendar year.

(b) The Corporation agrees to administer a one hundred (100%) percent employee premium-paid long term disability plan, it being understood that representatives of the Union will be included in the annual review of the long term disability premium adjustments affecting the Union and the selection of the carrier of the Plan. The employee shall have the option to purchase additional LTD coverage at one hundred (100%) percent employee-paid cost subject to the approval of the policy carrier.

The Corporation agrees to provide a wage supplement effective September 1, 2004, to a maximum of the difference (in employee-paid premiums) between the previous twenty-five (25%) percent employee share and the revised 2004 one hundred (100%) percent employee share for sixty (60%) percent coverage. It should be noted that if the employee has selected to purchase additional long term disability coverage, the wage supplement shall not reimburse this additional coverage.

Effective September 1, 2004 new employees shall not be eligible for the non-taxable long term disability benefit coverage supplement as described above.

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

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

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

23.02 WSIB BRIDGING

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

It is agreed that an employee who is absent from work as a result of an illness or injury sustained at work, and who is waiting for approval from the WSIB for their current absence, will be advanced a base wage continuance in the amount equivalent to that

paid under an approved WSIB benefit, until the time of the approval or denial by WSIB. The wage continuance is subject to the employee's agreement to provide medical certification required by the short term disability plan agreed to by the Parties.

Should such application be denied by the WSIB, any monies advanced by the Corporation during the adjudication period and appeal procedure, if applicable, will be charged to the employee's sick leave plan in accordance with the duration of the plan and in any event the employee shall not be entitled to bridging support beyond their entitlement under the short term disability plan.

Should such application be approved by WSIB, any monies advanced by the Corporation during the adjudication period and appeal procedure, if applicable, will be immediately repaid by the employee to the Corporation once the employee is in receipt of monies from WSIB. It is understood that this may include a re-payment plan developed by the Corporation and communicated to the employee.

ARTICLE 24 – HEALTH AND SAFETY

24.01 UNIFORM ALLOTMENT

The Corporation shall provide a uniform allotment to each full-time and part-time Paramedic and Systems Status Controller, by establishing and maintaining a quartermaster system of uniform issuance as outlined in Appendix 'A', for the duration of this Collective Agreement.

24.02 LAUNDERING

The Corporation shall pay each full-time employee once each calendar year two hundred ($200.00) dollars to assist in defraying the cost of personal laundering. The payment shall be made no later than January 31st of each year.

24.03 INFECTIOUS DISEASE, QUARANTINE

Time lost by an employee as a result of being quarantined by the Medical Officer of Health because of a job-related exposure shall be treated as an approved leave of absence with pay for the duration of the quarantine. In the event that an employee's exposure or illness is recognized and approved by the WSIB the above noted approved leave with pay shall be reverted to the WSIB claim.

ARTICLE 25 – COMPENSATION AND WAGES

25.01 PAYMENT OF WAGES

(a) The Corporation shall provide direct deposit for all employees and such deposit will be made on every second Thursday.

(b) In the case of an emergency or a paid holiday being observed in the seven (7) calendar days prior to the pay day, such pay may be delayed one (1) day beyond the day specified above.

(c) The Corporation reserves the right to withhold the funds from the final pay cheque of an employee who has terminated employment until all property/equipment issued by the Employer has been returned to the Employer. The value of items not accounted for shall be deducted from the final wages being held as per the schedule outlined below:

(i) Uniform issue – Fifty (50%) percent of the cost of the most recent uniform issue, and;

(ii) Ministry and Regional I.D. Cards – It is understood that Ministry and Regional I.D. Cards remain property of the Ministry and the Employer respectively and must be surrendered by the employee on request. One hundred (100%) percent of the employee's final wages will be held by the Corporation until the return of the cards.

25.02 EQUAL PAY

The principle of equal pay for equal work shall apply regardless of gender.

25.03 EDUCATION ALLOWANCE

Beginning in 2006, the Corporation agrees to pay up to a maximum of one thousand, two hundred ($1,200) dollars per year, including tuition and required text, toward the cost of any academic or technical course of study approved by the Corporation.

The approval of this allowance shall be subject to the Service having an approved education budget for each calendar year and employee(s)' requests shall be considered for approval once per year by October 15th. Application for approval shall be made by the employee as required by the Corporation between September 1st and September 30th of each year and the Corporation shall have the exclusive right to determine whether or not such course is appropriate for the employee involved. If the course is not deemed appropriate, the reason shall be given in writing to the employee. The Corporation shall also determine from time-to-time the conditions under which such payment shall be made and shall advise the Union immediately of any change of policy.

25.04 TRAINING AND DEVELOPMENT APPLICATIONS FOR STAFF EDUCATION ASSISTANCE FUND (SEAF)

Subject to Council approval, **c**orporate budgetary funds may be available to assist eligible employees in continuing their education from recognized institutions. This may be separate and apart from potential tuition reimbursement funding assistance. Any employee making application for SEAF reimbursement will be administered in accordance with the corporate policy.

Reimbursement is subject to the availability of budgetary funds and SEAF Committee reimbursement criteria, which may be amended from time-to-time.

25.05 USE OF PERSONAL VEHICLE

(a) When requested by the Corporation and authorized by the immediate supervisor to use their personal automobile on Corporation business, employees who do so will be reimbursed at the rate established based on the rate established annually

by the Department of Finance Canada and approved by Regional Council. The Union shall be advised of the new rate, established by Regional Council by February each year. By virtue of this Article, employees are advised that before accepting to use their personal vehicle while conducting the Employer's business they should discuss the possible need to increase insurance coverage accordingly.

(b) All travel/mileage shall be approved by the Department Commissioner or their designate and submitted to the Corporate Services Department for payment each month.

(c) Employees shall in any event not be compensated for the distance travelled to report to work or to return home from work.

(d) When employees are being asked to travel on Corporation business in their personal vehicle and they will not be reporting to their regular reporting location when traveling to special events or conferences they shall be reimbursed for the travel from their home to such events or the distance between such events and the normal reporting location whichever distance is shorter.

ARTICLE 26 – TECHNOLOGICAL AND OTHER CHANGES

26.01 (a) Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no employee shall be laid off or have their employment terminated as a result of a technological change in methods.

(b) The Corporation shall give the Union ninety (90) days advance notice of any planned technological change in methods or contracting out of municipal services which would affect wage rates or significantly affect working conditions and will, if requested, discuss such change with the Union.

(c) In the event that the Corporation should introduce new methods or machines which require new or greater skills than are presently possessed by an affected employee under the present methods of operations, training or study courses will be arranged where necessary. The Corporation shall provide training or reimburse each employee who successfully concludes any such required training or study course for the cost of tuition and textbooks, which have been approved by the Corporation.

(d) Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no employee shall be laid off or have their employment terminated as a result of contracting out work or services of a kind performed by its employees.

26.02 ALTERNATIVE DELIVERY OF SERVICE

In order to give the Union ample opportunity to make representation in respect to the alternative delivery of service, the Union shall be provided a minimum of ninety (90) days written notice, except where unforeseen circumstances make such notice impractical or unworkable.

Prior to a decision by the Corporation to letting a contract for services of a kind provided by its employees, the Union shall be accorded an opportunity to discuss the issue with the Corporation and to make a submission on the department's plan.

Following discussion with the Corporation, the Union shall be given the opportunity to make representation to the appropriate standing committee of Regional Council with respect to contracting out of work in question, and the Corporation shall make available to the Union any material, of a non-confidential nature as defined by FIPPA (*Freedom of Information and Protection of Privacy Act*), being examined in support of its decision to contract out work at least six (6) weeks in advance of the scheduled committee meeting.

In the event that the Corporation pursues or enters into an alternative service delivery arrangement that may affect staffing levels, the Parties agree that notwithstanding the provisions of this Article, the Parties may elect to negotiate a process of redeployment or appropriate conditions for voluntary separation, which, if successful, shall constitute the Union's final action in this matter.

ARTICLE 27 – GENERAL CONDITIONS

27.01 POSTING OF NOTICES

The Corporation agrees to the posting of Union notices on bulletin boards or technological equipment, or through the introduction of technological changes providing greater service and efficiency, whereby the reliance on bulletin board notices may be eliminated. Such notices shall relate to appointments, meetings, elections, conventions of the Union and Union social and recreational affairs.

27.02 EMPLOYEE CONTACT INFORMATION

Each employee shall advise the Human Resources Department of their current mailing address; telephone number; and all dependents for purposes of benefit eligibility. The employee will advise of any changes within seven (7) calendar days of the effective date of the change. The Employer will advise the Union of current mailing address and telephone number, and the employer will be saved harmless. The employee shall also provide a copy of the above noted information to the Operations Manager in writing at the same time it is being provided to the Human Resources Department.

27.03 CPR/FIRST AID RECERTIFICATION

The Corporation agrees to provide internally, CPR, and where required First Aid, at no cost to the Employee provided that the Employee attends on their own time at no cost to the Employer for this recertification.

27.04 RECERTIFICATION / REACTIVATION / REORIENTATION

(a) Where an employee who is returning to work from pregnancy leave, parental leave, adoption leave, short term disability, long term disability, WSIB, or full-time union office leave who requires recertification / reactivation under Base Hospital or Ambulance Act requirements and/or any reorientation from the Employer, the employee will be paid at their

regular straight time rate to attend such training or reintegration back to the workplace.

(b) Where an employee who is returning to work from any other type of leave or absence not noted in (a) above, they are responsible to ensure that any required recertification / reactivation under Base Hospital or Ambulance Act requirements and/or any reorientation from the Employer, is completed prior to their return to work. All costs associated with attending such training or reintegration back to the workplace will be borne by the employee, it must be completed on the employee's own time, and must occur prior to the employee's first scheduled day back to work within a reasonable amount of time from when their leave or absence is complete.

(c) Where possible the returning employee in either (a) and (b) above will provide a minimum of two (2) weeks' notice of their return to work date in order for training to be scheduled by the Employer.

ARTICLE 28 – COMMUNICATION BETWEEN THE PARTIES

28.01 All communications between the Parties shall be addressed to:

(a) Human Resources
The Regional Municipality of Niagara
1815 Sir Isaac Brock Way
P.O. Box 1042
Thorold, Ontario L2V 4T7

(b) The President of Local 911
of the Canadian Union of Public Employees
who shall be an employee of the Corporation at:

CUPE and Its Local 911
c/o Niagara Paramedics and Dispatchers
133 Front Street North, Unit # 6
Thorold, ON L2V 1X6

(c) Copy to:
National Service Representative
CUPE Niagara Area Office
110A Hannover Drive, Suite 101
St. Catharines, Ontario L2W 1A4

The Parties agree that they will keep one another informed regarding any changes to contact information. Additionally, upon request the parties agree to meet to discuss any anticipated changes to the above.

ARTICLE 29 – TERM OF AGREEMENT

29.01 This Agreement shall be binding and remain in effect for a period of three (3) years from September 29th, **2020** to September 28, **2023**, and shall continue from year-to-year thereafter, unless either Party gives notice to the other Party, ninety (90) days' notice in writing that it desires its termination or amendment or until the Minister has appointed a Conciliation Officer or a Mediator under the *Labour Relations Act* and the provisions of such Act as amended from time-to-time shall apply.

29.02 This Agreement may be amended by the Parties by mutual agreement at any time during the existence of this Agreement but it is understood that no amendment shall be enacted until both Parties have ratified the amendment with their principles.

29.03 Either Party, desiring to propose changes or amendments to this Agreement shall, within the ninety (90) day period prior to the termination date, give notice in writing to the other Party of its desire to make changes or amendments to the Agreement. Within fifteen (15) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a renewal or revision of the Agreement and both Parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

29.04 Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in the City of Thorold, in the Province of Ontario this 31st day of May, 2024.

SIGNED, SEALED AND DELIVERED
In the presence of

)THE REGIONAL MUNICIPALITY OF
)NIAGARA
)
)
)
) _____
)
) (Jim Bradley, Regional Chair)
)
)
)
) _____
) (Anne Marie Norio, Regional Clerk)
)

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 911

_____

_____

_____

_____

_____

Approved for Execution

_____
Donna Gibbs
The Regional Municipality of Niagara
Legal Services

SCHEDULE "A"

WAGE SCHEDULE

Communications Niagara Emergency Services - CUPE Local 911 Rate Table			Negotiated Rates Sept 29/20 to Sept 28/21				Negotiated Rates Sept 29/21 to Sept 28/22				Negotiated Rates Sept 29/22 to Sept 28/23				Negotiated Rates November 15, 2023			
Grade	Job Code	Classification	Trainee Rate	Step 1	Step 2	Step 3	Trainee Rate	Step 1	Step 2	Step 3	Trainee Rate	Step 1	Step 2	Step 3	Trainee Rate	Step 1	Step 2	Step 3
		Regular Full-Time		Year 1	Year 2	Year 3		Year 1	Year 2	Year 3		Year 1	Year 2	Year 3		Year 1	Year 2	Year 3
				2080 hrs	*4160 hrs*	*6240 hrs*		*2080 hrs*	*4160 hrs*	*6240 hrs*		*2080 hrs*	*4160 hrs*	*6240 hrs*		*2080 hrs*	*4160 hrs*	*6240 hrs*
4c	4PR60	Systems Status Controller Trainee 40 hr	**28.28**				**28.77**				**29.43**				**29.87**			
5c	4PR53	Systems Status Controller		**36.56**	**37.65**	**38.77**		**37.20**	**38.31**	**39.45**		**38.06**	**39.19**	**40.36**		**38.63**	**39.78**	**40.97**

Paramedics Niagara Emergency Services - CUPE Local 911 Rate Table			Negotiated Rates Sept 29/20 -Sept 28/21			Negotiated Rates Sept 29/21 -Sept 28/22			Negotiated Rates Sept 29/22 -Sept 28/23			Negotiated Rates November 15, 2023		
Grade	Job Code	Classification	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
		Regular Full-Time	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
			2080 hrs	*4160 hrs*	*6240 hrs*	*2080 hrs*	*4160 hrs*	*6240 hrs*	*2080 hrs*	*4160 hrs*	*6240 hrs*	*2080 hrs*	*4160 hrs*	*6240 hrs*
5	4PR49	Primary Care Paramedic	**37.56**	**38.71**	**39.88**	**38.22**	**39.39**	**40.58**	**39.10**	**40.30**	**41.51**	**39.69**	**40.90**	**42.13**
6	4PR54	Advanced Care Paramedic	**42.05**	**43.38**	**44.64**	**42.79**	**44.14**	**45.42**	**43.77**	**45.16**	**46.46**	**44.43**	**45.84**	**47.16**

Occupational Therapist, Falls Intervention Team Niagara Emergency Services - CUPE Local 911 Rate Table			Negotiated Rates Sept 29/20 to Sept 28/21					Negotiated Rates Sept 29/21 to Sept 28/22					Negotiated Rates Sept 29/22 to Sept 28/23					Negotiated Rates November 15, 2023				
Grade	Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
		Regular Full-Time	Start Rate	Year 1	Year 2	Year 3	Year 4	Start Rate	Year 1	Year 2	Year 3	Year 4	Start Rate	Year 1	Year 2	Year 3	Year 4	Start Rate	Year 1	Year 2	Year 3	Year 4
7	4PR118	Occupational Therapist, Falls Intervention Team	**36.39**	**38.66**	**40.94**	**43.21**	**45.48**	**37.02**	**39.34**	**41.65**	**43.97**	**46.28**	**37.87**	**40.24**	**42.61**	**44.98**	**47.34**	**38.44**	**40.84**	**43.25**	**45.65**	**48.05**

LETTER OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 911

RE: EMPLOYEE SELF-FUNDED LEAVE PLAN

Whereas the Parties are desirous of working collaboratively to ensure the efficient operation of EMS Paramedic Services and Communications Services and,

Whereas the Parties acknowledge the benefit to both of them in establishing an employee self-funded leave plan and,

Whereas the following terms and conditions shall apply to a plan for employee financed leaves to be instituted by agreement between the Parties and to commence upon the ratification of the Collective Agreement being negotiated in 2004 between the Parties, the Parties agree as follows:

That an Employee and the Corporation may enter into an agreement whereby the Employee may request and the employer shall grant a leave of absence during which the Employee would be paid from accumulated funds deducted from their pay plus accrued interest as per the following:

> That an Employee receives four fifths (4/5) salary in the 1st, 2nd, 3rd and 4th years. One fifth (1/5) salary is deducted in each of the 1st, 2nd, 3rd and 4th year and placed in trust for the leave in the 5th year; and,
>
> That the granting of such leaves shall be at the sole discretion of the Corporation having due regard for work requirements and shall not result in an increase in cost to the Corporation; and,
>
> That applications from Employees wishing to enter into an agreement with the Corporation on such leave must be in writing no less than 30 working days in advance of the intended commencement of the wage deferral program; and,
>
> That it is the sole responsibility of the employee making such request to determine all implications of taking such leave; and,
>
> That monies deducted under any of the options in (1) above shall be deposited on behalf of the Employee in the Corporation's financial institution and shall accrue interest at prevailing rates as allocated by the receiving agency; and,
>
> That deduction in accordance with the selected option shall be made from the prevailing salary in each year of the option agreement. The accumulated amount including accrued interest shall then be paid out to the Employee in regular instalments in the year of the leave. Payments will be made on the normal pay dates of the pay schedule for that year; and,
>
> That salaries in each year of the option plan except the year of the leave shall be subject to the full deductions for income tax and OMERS with full service being credited for each year**,** if applicable. The year of the leave shall does not constitute a year of service but may be

purchased by an Employee on their return from the leave as a year of broken service. Purchase of broken service shall be in accordance with the rules and regulations of OMERS at the time of purchase and shall be at the total expense of the Employee; and,

That full-time employees' seniority shall continue to accumulate during the year of the leave; and,

That part-time employees' seniority shall continue to accumulate for hours worked during the first 4 years of this program as defined in Article 11.03 of the collective agreement, and such seniority shall not continue to accumulate during the 5th year when the employee is on leave; and,

That for full-time employees only, where the leave has been granted the Corporation shall post the vacated position as a temporary vacancy for the duration of the leave. The Corporation shall reinstate any person on leave to the same or a similar position to the one they left. The Employee taking the leave shall be advised of their position status at the beginning of their leave and advised to consult with the Union. The replacement Employee shall be advised of the temporary nature of their position upon their appointment to that position, if applicable; and,

That in the event that the position of the person on leave ceases to exist by reasons of staff reduction or organizational changes requiring layoff, then the leave plan ceases and the funds accumulated together with accrued interest shall be paid out to the Employee concerned in a manner agreed to by both Parties; and,

That in the event of death of the Employee, all remaining funds plus accrued interest shall be payable to the Employee's estate or designated beneficiary; and,

That should the Employee requesting the leave resign their position before taking the leave, all accumulated funds and accrued interest shall be paid to him/her in a manner agreed to by the Parties at the time of their termination and the Corporation shall be relieved of any and all obligation to the Employee at that time; and,

That an Employee on an Employee financed leave who decides that they will not be returning to employment with the Corporation shall notify the employer as soon as possible of their decision and in any event no later than four (4) weeks prior to the date of their return; and,

That on such termination all rights, benefits and seniority shall cease immediately; and,

That Employee benefits available to the Employee under the Collective Agreement as held by the Employee in the year prior to the leave may be continued subject to the approval of the carriers concerned. The cost of premiums for such benefits while on an Employee financed leave shall be the responsibility of the Employee.

The above forms the entire Agreement between the Parties as relates to the subject matter of this Letter of Agreement and should not be construed as amending any of the subject Collective Agreement in any manner other than that specifically contemplated by these Agreements between the Parties.

Signed at Thorold, Ontario this 15th day of June, 2005.
Renewed at St. Catharines, Ontario this 17th day of October, 2011.
Renewed at St. Catharines, Ontario this 4th day of February, 2015.
Revised at St. Catharines, Ontario this 13th day of December, 2017.
Renewed at Niagara-On-The-Lake, Ontario this 23rd day of November, 2021.

LETTER OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 911

RE: BASE LOCATION/PLATOON ASSIGNMENTS

The following terms and conditions describe the procedure to follow in establishing Base Locations/Platoon Assignments:

- Management shall conduct a service wide review to identify where changes to base locations or platoon assignments may be necessary to address changed operational requirements and service commitments, as necessary.

- Base Locations/Platoon Assignments changes shall be implemented with all such assignments being scheduled as much as practicable on the same date as to minimize disruption to the service and individuals.

- It is understood all Paramedics/SSCs should submit their preference for Base Locations/Platoon Assignments for consideration approximately four months prior to the year the changes becoming effective.

- It is understood that a Paramedic/SSC who does not indicate a preference for Base Location/Platoon Assignments, will be assigned on the basis of seniority.

- The above process does not in any way preclude a Paramedic/SSC from requesting consideration for a schedule change(s) at any time as a result of emergency circumstances.

- The Corporation retains the right to re-transfer and/or re-assign any employee during the course of the year based on operational requirements or exigencies.

- This process may be re-assessed as deemed necessary by members of the joint labour/management committee with any such recommendations to be forwarded to the Chief, or designate, for decision.

Signed at Thorold, Ontario this 15th day of June 2005.
Revised at Thorold, Ontario this 6th day of August, 2008.
Renewed at St. Catharines, Ontario this 17th day of October, 2011.
Renewed at St. Catharines, Ontario this 4th day of February, 2015.
Revised at Thorold, Ontario this 27th day of November, 2017.
Renewed at Niagara-On-The-Lake, Ontario this 23rd day of November, 2021.

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 911

RE: VACATION PROCESS

The Parties acknowledge the benefit in establishing a fair and consistent vacation scheduling protocol, the Parties agree as follows:

1. On October 1st, the employer shall post a notice for the implementation of the vacation process for the following year.

2. That each Employee will be advised of their vacation entitlement for the upcoming year, and the time lines that will be applied for applying for vacation leave.

3. The Union shall select two (2) members from its executive, who shall work collaboratively with the Manager Operations, or their designee to implement the process, based on mutually agreed upon criteria.

4. The employees so selected shall be assigned to complete the work at NEMS Headquarters, or other designated location equipped with telephone and internet/intranet service, up to a maximum of ninety-six hours (96), paid by the Corporation, for each of the two (2) Union executive members to schedule Paramedic and SSC vacations. In the event additional time is required to complete this process, such time will be approved through the Manager Operations.

5. That the Employees selected in (3) above will be backfilled by the service in order that they may give their full attention to the vacation project.

6. It is understood that this process will be consistent with the needs of the employer to manage the Corporation, and consistent with the provisions of the Collective Agreement and the principles of seniority.

7. The completed vacation time schedule shall be returned to and reviewed by the Manager Operations not later than December 1st each year; and,

8. The completed vacation schedule shall be approved and posted by NEMS Management between December 20th and December 30th; and,

9. Employees will be contacted by platoon and by seniority on a pre-determined date to make their vacation selection. Should an Employee not be able to be available on this date, written requests will be accepted by the committee at least two weeks prior to the contact date, and seniority will be the determining factor. Should an Employee need some sort of special consideration, the request will be looked at on an individual basis. In the event that an Employee's written requested vacation picks are not available to him/her, the Committee shall have the proxy right to select vacation picks on the employee's behalf in accordance with available vacation slots in order of seniority.

10. Vacation entitlement for which no request has been made by September 1, shall be communicated to the Employee. Should the Employee fail to request a vacation choice by October 1st, the vacation credits will be assigned or paid out by the Corporation.

11. Requests for changes in vacation periods must be communicated in writing and submitted at least (4) four weeks prior to the vacation requested. Such requests shall be dealt with at the sole discretion of the Corporation and shall be responded to in writing within (10) days of the request being made. In cases of emergency, the Corporation agrees to waive the above stated advance notice of change.

Signed at Thorold, Ontario on this 15th day of June, 2005.
Revised at Niagara-on-the-Lake, Ontario on this 7th day of May, 2008.
Renewed at St. Catharines, Ontario this 17th day of October, 2011.
Renewed at St. Catharines, Ontario this 4th day of February, 2015.
Renewed at St. Catharines, Ontario this 13th day of December, 2017.
Renewed at Niagara-On-The-Lake, Ontario this 23rd day of November, 2021.

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 911

RE: JOB SHARING ARRANGEMENTS

Purpose: To respond to the request of the Regional Municipality of Niagara's Emergency Medical Services staff to improve their working conditions and quality of life.

The Parties recognize and agree to the following:

- That job sharing position(s) will only be permitted between individuals in the same level of qualification if the Union and the Corporation agree to such position(s).
- That the job sharing arrangement will commence upon ratification of the Collective Agreement between the Parties.
- That the schedule to be worked by the job sharers shall be equal to one (1) full-time position.
- That this Letter, outlining the job sharing arrangement(s), forms part of the Collective Agreement.
- That the Parties have agreed to the following terms for job sharing at the Regional Municipality of Niagara -Public Health Department, Emergency Services Division.
- That the Collective Agreement shall be in effect except as modified below:

A. The Corporation and the Union agree to implement up to five (5) job sharing positions. For greater clarification job shares shall be limited to ten (10) incumbents.

B. Job sharing is defined as an arrangement where the following conditions apply:

(a) Job sharing shall be considered on a job by job basis and shall be initiated through a written application by the interested employee(s), one of whom must be in a permanent full-time position, to the Commander/Manager and forwarded to Human Resources.

(b) In the event a request is initiated by two interested employees, the request shall identify those employees who will be paired to share the position, including identifying in the case of two permanent full-time employees whose position will be shared, and who will be the “second incumbent”. Any resulting vacancies created by a job sharing arrangement shall be posted in accordance with the requirements of the Collective Agreement.

In the event a request is initiated by one interested permanent full-time employee, subject to approval of the parties as noted above, the other half of the job share shall be posted in accordance with the requirements of the Collective Agreement. Notwithstanding the above, there will be no obligation to post a job share externally.

All Employees being considered for job sharing shall have satisfactorily completed their probationary period in accordance with the Collective Agreement, and all job share partners must be part of the same level of qualification.

(c) The duties performed, or responsibilities of other staff members, shall not be altered or changed to accommodate the job sharing arrangements.

(d) Upon entering a job sharing partnership, each job sharer shall become a part-time employee and accordingly shall be subject to the relevant terms of the Collective Agreement. Articles 15.06 and 15.07 will not apply to job sharing partners.

(e) Total hours worked by one pair of job sharing partners shall equal one (1) full-time position with the expectation that one partner will work a minimum of thirty percent (30%) of the available time. The division of hours of work shall be determined by mutual agreement between the two (2) employees and their Commander/Manager. Schedules must be submitted monthly in writing at least one (1) month in advance. The Commander/Manager shall be notified in writing at least two (2) weeks in advance regarding any changes to prescheduled shifts.

Notwithstanding the above, opportunities to work additional shifts will be consistent with how they are offered to part-time employees however the job sharing partners shall only be offered shifts after all other part-time staff have been offered shifts. Overtime rates for shifts over and above those required per the Job Share Arrangement will be paid in accordance with part-time overtime entitlement.

(f) Each job sharer shall endeavour to cover their partner's vacation, planned leaves of absence and incidental leaves, including illness. These arrangements will be made in consultation with the Commander/Manager to ensure reasonable notice to all Parties. This coverage shall occur without a change in employment status. Job sharers shall not be expected to cover for their partner in cases of temporary absence exceeding six (6) weeks.

(g) If one (1) of the job sharers voluntarily leaves a partnership, the remaining partner has the option to:

(i) Return to their former status if the appropriate position still exists;

(ii) Vacate their position and accept a lower status position if such a position exists. For the purposes of this LOU, the order of status from highest to lowest is Full Time, then PT-24, then PT-36; or,

(iii) Request the Corporation re-post the vacated job sharing position.

If requested, and with mutual agreement to re-post the job sharing position, the Corporation will post and fill the vacated job sharing position as per item (b) above.

In the event items (i), (ii), and (iii) above are not possible, the remaining partner shall be considered laid off and shall exercise their right to bump.

(h) It shall be the responsibility of each job sharer to communicate all pertinent information to each other and to keep informed of current workplace communications and activities.

(i) Successful job sharing candidates shall commence their duties as per the job sharing arrangement within thirty (30) calendar days of the closing of the posting.

(j) For all new job shares, the Corporation will temporarily hold the positions for the job sharer who is not the owner of the permanent full-time position (ie: the second incumbent, part-time employee, or grandfathered casual employee) for a trial period not to exceed six (6) months. At any time before the expiry of such trial period, the two job sharers shall have the right to terminate the job share and return to their former permanent position. After expiry of the six (6) month trial period the permanent position will be posted accordingly.

(k) The Union and the Corporation may meet, within a six (6) month period, in order to review the job sharing arrangement(s). Such review may be requested in writing by either Party.

The Union or the Corporation may discontinue any job sharing arrangement(s) with sixty (60) days written notice. Any reason for discontinuing the job sharing arrangement(s) will be given at that time. The person in the job share who was the original owner of the permanent full-time position, or whose full-time position was shared per the original job share request as outlined in item (b) above, shall assume the full-time position and the second incumbent in such job share shall be considered laid off and placed in an available vacancy or shall exercise their right to bump.

Signed at Thorold, Ontario this 15th day of June, 2005.
Renewed at St. Catharines, Ontario this 17th day of October, 2011.
Revised at St. Catharines, Ontario this 23rd of January, 2015.
Revised at St. Catharines, Ontario this 13th day of December, 2017.
Renewed at Niagara-On-The-Lake, Ontario this 23rd day of November, 2021.

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 911

RE: PAID HOLIDAY LIEU BANK

The parties agree to establish a process for the scheduling of annual Holiday entitlements through the creation of a Holiday lieu bank which would include the full entitlements of such estimated lieu time hours for a calendar year, as follows:

1. That on January 1st of each year the Corporation shall place the entire hourly value of Holiday lieu time entitlements anticipated to be earned by employees during the current calendar year into a lieu bank and,

2. That employees shall be free to make application in the normal and customary manner for making use of the hours placed in the lieu bank prior to or after they have actually earned the entitlement and,

3. That employees shall have hours placed into the lieu bank based on the following earnings entitlements:
    a) For employees working in a 42 hour schedule (12 hour shifts) on January 1st, 8.4 hours of lieu time for each of the Holidays identified in Article 17 (Paid Holidays) of the collective agreement or,
    b) For employees working a 40 hour schedule (8 hour or 10 hour days) on January 1st, 8.0 hours of lieu time for each of the Holidays identified within Article 17 (Paid Holidays) of the collective agreement and,
    c) That in the event an employee transfers from one schedule to another during the year the employee's entitlements shall be adjusted accordingly and,
    d) That in the event an employee transfers from a part-time or grandfathered casual classification during the year to a full time position, such employee's entitlement shall be prorated for the remaining portion of the year and the hours of entitlement placed into the bank and,
    e) Employees shall not be entitled to carry over any unused earned portion of their Holiday entitlement into the next calendar year.

4. That should an employee leave their employment voluntarily or have their employment terminated for any reason during a calendar year the Corporation shall pay to the employee the balance of the unused earned portion of their Holiday entitlement forthwith and,

5. That the Corporation shall have the right to deduct from any outstanding payments owed to the employee (including but not limited to wages, overtime and vacation pay) the shortfall between the earned and used Holiday entitlements upon such voluntary leaving or termination and,

6. That the employee shall be indebted to and pay to the Corporation forthwith any amount which cannot be recovered from amounts available by the application of Section 5 of this agreement.

Signed at Thorold, Ontario on this 15th day of June, 2005.
Revised at Niagara-on-the-Lake, Ontario on this 7th day of May, 2008.
Renewed at St. Catharines, Ontario this 17th day of October, 2011.
Renewed at St. Catharines, Ontario this 4th day of February, 2015.
Renewed at N-O-T-L, Ontario this 10th day of September, 2018.
Renewed at Niagara-On-The-Lake, Ontario this 23rd day of November, 2021.

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 911

RE: DAY/NIGHT SHIFT ROTATION EXCHANGE

The Employer agrees to consider all written requests from full-time employees for Day/Night Rotation Exchange and will make its decisions on whether to grant any such request reasonably and subject to the following parameters/considerations:

- Any such exchange will be for up to a 6 month period, subject to renewal.
- There shall be no more than **eight (8)** employees per platoon involved in exchanges at any one time.
- The exchange must be among employees of the same classification.
- The applicants must provide a detailed plan for the exchange.
- All parties affected by the exchange must make the joint request.
- The reason for the exchange must not be to accommodate working elsewhere.

Signed at Thorold, Ontario on this 6th day of August, 2008.
Renewed at St. Catharines, Ontario this 17th day of October, 2011.
Renewed at St. Catharines, Ontario this 4th day of February, 2015.
Revised at St. Catharines, Ontario this 13th day of December, 2017.
Revised at Niagara-On-The-Lake, Ontario this 23rd day of November, 2021.

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

(the "Region")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 911

(The "Union")

(collectively referred to as "The Parties")

RE: HOURS FREE FROM PERFORMING WORK

Whereas the parties have a longstanding agreement concerning the application and understanding of Articles 15 and 20 with respect to when employees work beyond their normal 12 hour shift and/or work with less than 12 hours free from work on a given day. Specifically, that in accordance with the Employment Standards Act O. Reg 491/06, s4.(1), bargaining unit staff (employees) are required a period of at least eight (8) consecutive hours free from performing work in each day;

And whereas the parties are unable to find written record of the above-noted agreement;

And whereas the parties wish to reach a new agreement with slight modifications to replace any and all former agreements regarding same;

And whereas it is further understood that this agreement does not supersede any negotiated right per the Collective Agreement, including but not limited to Article 15 and 20 of the Collective Agreement;

The parties agree as follows;

1. The parties agree that in accordance with the Employment Standards Act O. Reg 491/06, s4.(1), employees are required a period of at least eight (8) consecutive hours free from performing work in each day;

2. Notwithstanding the above, employees will not normally be scheduled with less than ten (10) hours free from performing work in each day.

3. In the event the Region schedules an employee to work with less than ten (10) hours free from performing work in each day, the employee has the option to decline the opportunity. It is understood that no employee shall be issued disciplinary or non-disciplinary notations to file for declining said shift(s) in accordance with this Letter of Understanding

4. In the event the Region calls-in or offers overtime shift or non-scheduled shifts to an employee, these opportunities may be offered to available employees with less than ten (10) hours free from performing work in any given day, but no less than eight (8) hours free from performing work in each day. No employee shall be issued disciplinary or non-disciplinary notations to file for declining said shift(s) in accordance with this Letter of Understanding

5. Where during the course of completion of duties (ie. shift overrun, etc.) an employee is unable to have eight (8) hours free from performing work in a day, the following shall apply:

Employees will be given time off with pay at straight time equivalent to the time needed to ensure a complete eight (8) hours free from performing work in a given day. For example: an employee with a shift end time of 24:00, whose next shift id 08:00 hours. If the employee works two hours of shift-overrun, he or she will be paid for the first two hours of the second shift and will be expected to report to work at 10:00 hours and work the balance of the shift. This only applies where said employee would not otherwise receive eight (8) hours free from performing work on the day in question.

6. Any changes to this agreement must be done with mutual agreement by the parties, or through the collective bargaining process.

Signed at Niagara-On-The-Lake, Ontario on this 12th day of September, 2016.
Renewed at Niagara-On-The-Lake, Ontario on this 23rd day of November, 2021.

APPENDIX 'A'

RE: UNIFORM ALLOTMENT

In accordance with Article 24.01, uniform supply for EMS staff will be managed through a quartermaster system as follows:

1. Upon commencement of employment, each staff member will be issued the following Corporate approved uniform allotment:

   Full-time Paramedic staff
   Six (6) shirts, four (4) pairs of tactical pants, four (4) pairs of epaulette sleeves, one (1) winter hat, one (1) summer hat, one (1) pair of safety footwear, one (1) belt (choice of 2 pc duty or leather with buckle cover), two (2) sweaters if second sweater requested through the quartermaster system, one (1) parka, one (1) spring/fall jacket, and one (1) pair of gloves.

   Part-time Paramedic staff
   Five (5) shirts, four (4) pairs of tactical pants, four (4) pairs of epaulette sleeves, one (1) winter hat, one (1) summer hat, one (1) pair of safety footwear, one (1) belt (choice of 2 pc duty or leather with buckle cover), two (2) sweaters if second sweater requested through the quartermaster system, one (1) parka, one (1) spring/fall jacket, and one (1) pair of gloves.

   Full-time and Part-time Paramedic Equipment
   One (1) kit bag*, safety goggles, one (1) safety vest, and one (1) safety helmet. (*Issued upon successful completion of orientation).

   Full-time SSC staff
   Six (6) shirts, four (4) pairs of tactical pants, four (4) pairs of epaulette sleeves, one (1) winter hat, one (1) pair of safety footwear, one (1) belt, one (1) sweater, one (1) spring/fall jacket, and one (1) pair gloves.

   Part-time SSC staff
   Five (5) shirts, four (4) pairs of tactical pants, two (2) pairs of epaulette sleeves, one (1) winter hat, one (1) pair of safety footwear, one (1) belt, one (1) sweater, one (1) spring/fall jacket, and one (1) pair of gloves.

   When a part-time staff member becomes full-time, they will be entitled to the differential of full-time annual allotment.

2. On an annual basis worn out, improperly sized or irreparably damaged items shall be exchanged on a one-for-one basis through the quartermaster system of uniform allotment; however exchange shall be no greater than the allotment as outlined above. It is also understood that items may be exchanged on an exception basis if they are worn out or irreparably damaged. Employees may be responsible for replacement cost if damage or wear on the items is not the result of normal work related wear and tear.

3. This provision is subject to modification based on recommendations of the NEMS Uniform and Health and Safety Committees and approval by the Corporation.

Renewed at St. Catharines, Ontario this 4th day of February, 2015.
Revised at St. Catharines, Ontario this 13th day of December, 2017.
Renewed at Niagara-On-The-Lake, Ontario on this 23rd day of November, 2021.

APPENDIX 'B'

RE: EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)

The Employee and Family Assistance Program (EFAP) offers the following types of service, all at no cost to the employee and all are completely voluntary.

CONFIDENTIAL COUNSELLING in response to such needs as:

- Improving Family Life
- Single Parenting
- Aging Parents
- Alcohol/Drug Problems
- Esteem Issues
- Marital Enrichment
- Pre-retirement Planning
- Divorce/Separation/Custody
- Job Stress Management
- Death in the Family
- Legal/Financial Concerns
- Sexual Concerns

REFERRAL SERVICES

After consulting with your counsellor, you may decide to use one or more community resources available to you. When there are fees involved with using these additional services, these fees are the responsibility of the individual client.

WHAT IS THE EMPLOYEE AND FAMILY ASSISTANCE PROGRAM?

The Employee and Family Assistance Program (EFAP) is a free service for all Employees, and their immediate families. Its purpose is to help you and your family enrich the quality of your lives. The program provides a counsellor with whom you can talk confidentially and in complete privacy. Together you can discuss various plans and approaches. The decision about which steps to take is entirely up to you.

WHAT DOES "VOLUNTARY" ACTUALLY MEAN?

It means that only you as a potential client of the EFAP counselling service can initiate a counselling session. Only you can make a counselling appointment for yourself. The counsellor will not accept appointments for counselling made by a second party. The EFAP counselling service is a resource for you and your family.

WHAT DOES "CONFIDENTIAL" ACTUALLY MEAN?

It means that unless you wish otherwise, the content of your conversation will remain strictly between you and your counsellor. To ensure your maximum privacy and comfort there are counselling offices in various locations.

Revised at Niagara-on-the-Lake, Ontario on this 29th day of April, 2008.
Renewed at St. Catharines, Ontario this 17th day of October, 2011.
Renewed at St. Catharines, Ontario this 4th day of February, 2015.
Revised at St. Catharines, Ontario this 27th day of November, 2017.
Renewed at Niagara-On-The-Lake, Ontario on this 23rd day of November, 2021.

INDEX – CUPE 911 COLLECTIVE AGREEMENT

	Article
A	
Accommodation:	
Bargaining Unit, to	11.07
Acquainting of New Employees	7.02
Acts (see Legislation)	
Agreement:	
Amendments	29.03
Copies of	7.01
Individual	2.04
Notice	29.01
Terms	29.01
Allowances:	
Laundering	24.02
Meal	15.08
Uniform Allotment	24.01
Ambulance Act	10.02 (f)
Arbitration:	
Cost Sharing	9.14
Process	9.07-9.16
Availability:	
Part-time 36 hour/Part-time 24 hour	15.06 (a)(b)(c)
B	
Bargaining Unit:	
Accommodations	11.07
Transfers outside of	11.09
Work	2.03
Base Hospital:	
Certification	12.03
Discharge & Discipline	10.02 (d)
Payment of Wages for Training & Meetings	21.01
Recertification / Reactivation / Reorientation	27.04
Base Location Assignments	Letter of Agreement
Benefits:	
Change of Carriers	22.02
Full-time	22.01
Paramedical Services	22.05
Pension	22.03 (a)
Part-time	22.04
Retirement Allowance	22.03 (b)
Bereavement:	
Bereavement	14.01
Vacation, during	18.04
Boot Allowance:	
Full-time	Appendix A
Part-time	Appendix A
Bulletin Boards:	8.09
Posting of Notices	27.01

C
Call Back 16.06
Certification 12.03
Committee(s):
Grievance 8.04 (b)
Health and Safety 8.04 (c)
Labour Management 8.07
Negotiating 8.08
SEAF 25.04
Commitment:
Full-time 3.02
Part-time 3.03
Communication, between the Parties 28.00
Compensation (see Wages & Compensation)
Contracting Out 26.02
Correspondence 7.05
CPR/First Aid Recertification 27.03
CUPE:
National Representatives 8.05

D
Daylight Savings Time 15.12
Day/Night Shift Exchange Letter of Understanding
Decertification 10.02 (d)
Definitions:
Days 19.10
Full-time 5.01 (a)
Grievance and Arbitration 9.01
Holiday Pay & Qualifiers 17.02
Part-time 36 hour (PT-36) 5.01 (b)
Part-time 24 hour (PT-24) 5.01 (c)
Seniority 11.03
Straight Time Pay 16.01
Vacancies 19.09
Discipline & Discharge:
Decertification 10.02 (d)
License, Loss of 10.02 (e)
Notations (Disciplinary) 10.03
Notations (Non-disciplinary) 10.04
Discrimination 3.01
Dry cleaning Allowance 24.02
Dues Remittance 7.07

E
Education:
Allowance 25.03
Training & Development Applications for Staff
Education Assistance Fund (SEAF) 25.04
Union 7.08
Employee and Family Assistance Program (EFAP) Appendix B

Employees:
Acquainting 7.02
Contact Information 27.02
Defined 5.01
Relocation 6.04
Employment Standards Act 14.02, 18.01
Equal Pay 25.02

F
Feminine/Masculine 1.02
First Aid/CPR Recertification 27.03
Flex Floats 5.01 (d)
Freedom of Information & Protection of Privacy Act 26.02
Full-time:
Benefits 22.01
Commitment 3.02
Defined 5.01 (a)
Jury & Witness Duty 14.06
OMERS 22.03 (b)
Safety Footwear Appendix A
Vacation 18.01 (a)

G
Gender 1.02
Grievance:
Arbitration 9.07
Committee 8.04
Complaint Stage 9.03
Definition 9.01
Group 9.05
Management 9.17
Policy 9.04
Right to Representation 9.02
Termination of Employment 9.06

H
Harassment 3.01
Health & Safety:
Committee 8.04 (c)
Footwear Appendix A
Infectious Disease 24.03
Laundering 24.02
Quarantine 24.03
Uniform Allotment 24.01, Appendix A
Holidays:
Full-time, Part-time, Casual Availability to work Xmas/New Years 15.06 (c)
Definitions & Qualifiers 17.02
Paid 17.01
Paid Holiday Lieu Bank Letter of Understanding
Part-time Entitlement 17.05
Payment for Working on 17.03
Payment for Working Overtime on 17.04

Hours of Work:
12 Hour Shifts 15.04
Additional Rest Periods 15.03
Work between 5:00 p.m. and 7:00 a.m. 16.03
Daylight Savings & Standard Time 15.11
Lieu Days 15.13
Master Schedule (Posting) 15.12
Meal Allowance 15.07
Meal Breaks 15.02
Normal Hours of Work 15.01
Paid Rest Periods 15.02
Part-time Availability 15.05
Posting of Schedules 15.10
Premium Payments 16.00
Shift Exchanges 15.08
Weekend Premium 16.02
myHR
Human Resources:
Access to Personnel File 10.05

I
Individual Agreements 2.04
Infectious Disease 24.03

J
Job Postings & Transfers: (see also Staffing)
Appointment Dates 19.05
Awarding of Positions 19.01
Definition of Days 19.10
Definition of Vacancy 19.09
Job Sharing Letter of Understanding
Notification of Employment Changes 19.08
Promotions within the bargaining unit 19.02
Posting Procedures 19.04
Secondary Vacancies 19.07
Temporary Vacancies 19.03
Trial Period 19.06
Job Sharing Letter of Understanding
Jury & Witness Duty 14.06
Full-time 14.06 (a)
Part-time 14.06 (b)

L
Labour Management Committee 8.07
Labour Relations Act:
Scope 2.01
No Discrimination 3.01
Strikes & Lockouts 4.01
Arbitration Process 9.15
Management Grievance 9.17
Term of Agreement 29.01
Laundering 24.02

Layoffs:
Recalls 13.00
Technological Changes 26.01
Leaves:
Bereavement 14.01
Effect of Absence (reference to seniority) 14.08
Jury & Witness Duty (Full-time) 14.06 (a)
Jury & Witness Duty (Part-time) 14.06 (b)
Leave for Full-time Union Office 14.05
Pregnancy/Parental 14.02
President's Leave 8.10
Public Office 14.07
Employee Self Funded Leave Plan Letter of Agreement
Unpaid Personal Leave 14.03
Union Leave 14.04
Legislation:
Ambulance Act 10.02 (f)
Employment Standards Act 14.02, 18.01
Labour Relations Act
Scope 2.01
No Discrimination 3.01
Strikes & Lockouts 4.01
Arbitration Process 9.15
Management Grievance 9.17
Term of Agreement 29.01
Freedom of Information & Protection of Privacy Act 26.02
Occupational Health & Safety Act Committee 8.04 (c)
Workers Compensation & Insurance Act
Bridging 23.02
Effect of Absence 14.08
Infectious Disease, Quarantine 24.03
Promotions & Staff Changes 12.02 (b)
STD & LTD 23.01
License 10.02 (e)
Lieu:
Prime Time Blocks 18.05
Scheduling of 15.14
Time Off in Lieu of Overtime 16.04
Lockouts 4.01
Long Term Disability:
LTD 23.01
WSIB 23.01

M
Management Grievance 9.17
Management Rights 6.00
Master Schedule 15.13
Meals:
Allowance 15.07
Break 15.02
Mediation Cost 9.08
Medical Certificate 23.01 (d)

Meetings:
Mandatory Attendance 21.03
Payment of Wages 21.01
Scheduled Paid Time 21.04
Voluntary Attendance 21.02
Membership:
Union 7.09
Mileage:
Reimbursement 25.05
Travel to Special Events & Conferences 25.05 (d)

N
National Representatives, CUPE 8.05
Negotiating:
Committee 8.08
Notification:
Staff Changes 7.06
Union Officers, Committee Members, Stewards 8.06
Notices, Posting of 27.01

O
Occupational Health & Safety Act:
Committee 8.04 (c)
OMERS:
Enrolment (Full-time) 22.03
Retirement Allowance 22.03 (b)
Orientation:
New Employee 7.04
Overtime:
Time Off in Lieu 16.05
Payment for Working on a Holidays 17.04
Distribution 20.02
Pyramiding 20.03
Emergency 20.04

P
Paramedical Services 22.05
Parental Leave 14.02
Part-time:
Availability (Hours of Work) 15.05 (a)
Availability to Work Christmas/New Years 15.05 (c)
Benefits 22.04
Commitment 3.03
Defined 5.01 (b)
Holiday Pay Entitlement 17.05
Jury & Witness Duty 14.06 (b)
Safety Footwear Appendix A
Vacation 18.01 (b)
Vacation Progression 18.01 (c)
Pension (see OMERS)
Personal Leave 14.03
Personnel File, Access to 10.05
Pregnancy Leave 14.02

Premium Payments:
Call Back 16.06
Hours Worked Between 5 p.m. & 7 a.m. 16.03
Reporting Pay 16.04
Standby 16.06
Straight Time Pay (Definition of) 16.01
Time Off in Lieu of Overtime 16.05
Prepaid Leave Plan (see Self-funded Leave Plan)
Probationary Period 11.01
Policy:
Harassment 3.01
Positions:
New 2.02
New Full-time Positions Letter of Understanding
Preamble 1.01
President's Leave 8.10
Promotions: 12.00
Staff Changes 12.00
Public Office 14.07

Q
Quarantine 24.03

R
Reassignment of Work 12.02
Recalls 13.00
Relocation of Employees 6.04
Reporting Pay 16.04
Representation:
Union 2.04
Resignation:
Right to Rescind 3.04
Rest Periods:
Additional 15.03
Paid 15.02
Retirement:
Allowance 22.03 (b)
Retirement 11.11
Right to Representation 9.02

S
Schedules:
Posting of 15.10
Master 15.12
Vacation 18.01/Letter of Understanding
Scope: 2.01
New Positions 2.02
SEAF 25.04
Self-funded Leave Plan Letter of Agreement
Seniority:
Accommodation to Bargaining Unit 11.07
Definition 11.03
Effect of Leave 14.08
Loss of Seniority 11.10

Retirement	11.11
Seniority Lists	11.04
Seniority List Distribution	11.05
Seniority Conversion	11.06
Tie Breakers	11.08
Transfers outside the Bargaining Unit	11.09
Shifts:	
12 Hour	15.04
Day/Night Shift Rotation Exchanges	Letter of Understanding
Exchanges	15.08
Short Term Disability:	
STD	23.01
WSIB	23.01
Sick Leave:	
Long Term Disability	23.01
Medical Certificate	23.01 (d)
Short Term Disability	23.01
WSIB Bridging	23.02
Skill Set Enhancement	12.04
Staffing: (see also Job Postings & Transfers)	
Job Sharing	Letter of Understanding
Notification of Change	7.06
Promotions	12.00
Reassignment of Work	12.02
Retirement	11.11
Temporary Positions	12.02
Transfers outside the Bargaining Unit	11.09
Strikes	4.01
T	
Technological Change:	
Alternative Delivery of Service	26.02
Training	26.01 (c)
Temporary Positions	12.02
Termination of Employment	9.06
Training:	
CPR/First Aid Recertification	27.03
Mandatory Attendance	21.03
Payment of Wages	21.01
Scheduled Paid Time	21.04
Technological Change	26.00
Voluntary Attendance	21.02
U	
Uniforms:	
Allotment	24.01, Appendix A
Union:	
Activity	8.02
Dues Remittance	7.07
Education	7.08
Grievance Committee	8.04
Leave	14.04
Membership	7.09
Notification of Officers, Committee Members, Stewards	8.06

Officials, Role of	8.01
Participation	8.03
Representation	2.01
Security	7.00
Stewards, Introduction to	7.03
Union Stewards:	
Introduction to	7.03
Notification of	8.06
V	
Vacancies:	
Definition	19.09
Posting Procedures	19.04
Secondary	19.07
Temporary	19.03
Vacation:	
Bereavement During Vacation	18.04
Communication of Vacation Entitlement	18.06
Conflicts	18.07
Full-time	18.01 (a)
Illness During Vacation	18.03
Part-time & Casual	18.01 (b)
Part-time Vacation Progression	18.01 (c)
Payout	18.06
Prime Time Blocks	18.05
Process for Picks	Letter of Understanding
Request for Change	18.08
Scheduling	Letter of Understanding
Working During Vacation	18.02
Vehicle:	
Mileage Reimbursement	25.05
Personal Use of	25.05
W	
Wages & Compensation:	
Education Allowance	25.03
Equal Pay	25.02
Mileage Reimbursement	25.05
Payment	25.01 (a)
Travel to Special Events & Conferences	25.05 (d)
Use of Personal Vehicle	25.05
Withholding of Final Pay	25.01 (c)
Wage Schedule	Schedule A
Weekend Premium	16.02
Work:	
Bargaining Unit	2.03
WSIB:	
Bridging	23.02
Effect of Absence	14.08
Infectious Disease, Quarantine	24.03
Promotions & Staff Changes	12.02 (b)

NOTES

NOTES