COLLECTIVE AGREEMENT

MEDAVIE EMS ELGIN ONTARIO INC.

-AND-

UNIFOR, LOCAL 302

FULL TIME AND PART TIME BARGAINING UNITS

April 1, 2023 – March 31, 2027

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WHEREAS the Union is the bargaining agent for a bargaining unit of employers referred to in a certain Certificate issued by the Ontario Labour Relations Board on November 30th, 2004.

AND WHEREAS the Employer is willing to bargain collectively through the Union with respect to the said employees with respect to the matters herein set forth.

NOW THEREFORE THIS AGREEMENT WITHNESSETH:

ARTICLE 1 GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.

1.02 For the purposes of this agreement, "Employer" shall mean Medavie EMS Elgin Ontario Inc.

1.03 For the purpose of this agreement, "Union" shall mean Unifor, and its Local 302.

ARTICLE 2 BARGAINING UNIT

2.01 (a) For the purpose of the full-time provisions and the common provisions of this Agreement, the term "employee" or "employees" shall mean only a full-time paramedic or paramedics of the Medavie EMS Elgin Ontario Inc. in Elgin County, save and except the supervisors, persons above the rank of supervisors, office staff, persons regularly employed for not more than twenty-four (24) hours per week, and persons employed for the vacation period.

(b) For the purpose of the part-time provisions and the common provisions of this Agreement, the term "employee" or "employees" shall also mean those paramedics of Medavie EMS Elgin Ontario Inc. in Elgin County regularly employed for not more than twenty-four (24) hours per week, save and except supervisors, persons above the rank of supervisor, and office staff and security staff.

2.02 (a) Where a full-time bargaining unit employee is absent from work for a **a period reasonably anticipated to be greater than ninety (90) days, the Employer will post for part-time bargaining unit employees to work full-time hours on a temporary basis to cover the absence. Part-time bargaining unit employee(s) who are scheduled the full-time hours during the absence will continue to be covered under the terms of the part-time bargaining unit collective agreement.**

(b) The temporary full-time position will be posted open to part-time employees. Part-time employees shall have until the end of the following day to indicate their interest. Selection will be offered in order of seniority. Postings of temporary positions shall be open for five (5) days.

(c) The temporary position will commence at the beginning of a pay period, within four (4) weeks of the awarding of the position.

(d) **A part-time in a temporary full-time position may only apply to another temporary full-time position if it extends their status as a temporary full-time by more than sixty (60) days. Overtime provisions will follow as per Article 34.**

(e) **Normal hours of work will average forty (40) or forty-two (42) hours per week. With the understanding working a ninety-six (96) hours pay, these hours form part of the weekly average and to be paid straight time Overtime provisions will follow as per Article 33.**

(f) In the event no qualified part-time bargaining unit employee is interested in working full-time hours on a relief basis to cover for the particular absence or project as the case may be, the Employer may hire from outside the Employer and any person hired from outside shall be deemed to come under the part-time bargaining unit Collective Agreement irrespective of their hours of work.

(g) The period of employment of any person hired from outside the Employer to cover for the absence of a full-time employee will not exceed the absent full-time employee's time away from work.

(h) It is understood that the person hired from outside will cease to be employed upon the end of the particular absence or project and such release will not be subject to a grievance or arbitration.

(i) Any person hired from outside the Employer shall have all rights to bid on any posted jobs under the Collective Agreement during the period that they are filling in for the absent employee or working on the project, as the case may be. Should the issue arise where the person hired to fill the project/absence bids and is successful in securing a vacancy, the transfer date will need to be negotiated with the Employer, employee and Union to minimize the impact on both units/departments.

(j) Part-time only – The Employer will outline in writing to the individual or individuals who will be working full-time hours during the course of the absence or the project, as the case may be, the expected duration of such employment as well as the classification concerned and rate of pay and the Union Chairperson will also be given a copy of the letter.

ARTICLE 3 RECOGNITION

3.01 The Union is recognized as the sole collective bargaining agency for all employees as defined herein, and the Employer undertakes that it will not enter into any other agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.

3.02 Each of the parties hereto agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership, or non-membership, in the Union.

3.03 **Maintaining a Discrimination and Harassment Free Environment**

(a) The Employer and Unifor are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies an individual's dignity and respect on the basis of the grounds as stated in the Ontario Human Rights Code as updated or amended which includes; age, creed, disability, family and marital status, gender identify and gender expression, race and related grounds, receipt of public assistance, record of offences, sex and sexual orientation. All employees are expected to treat others with courtesy and consideration and to discourage harassment. Harassment may take many forms including verbal, physical or visual. It may involve a threat, an implied threat, or be perceived as a condition of employment.

(b) The parties agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee, by the Union or the Employer by reason. as updated or amended which includes; age, creed, disability, family and marital status, gender identity and gender expression, race and related grounds, receipt of public assistance, record of offences, sex and sexual orientation.

(c) The workplace is defined as all areas of the facility, and includes areas such as offices, resident areas, grounds, rest rooms, cafeteria, locker rooms, staff rooms, conference rooms and parking lots.

(d) If the employee believes they have been harassed and/or discriminated against on basis of any prohibited grounds of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, they may request the assistance of the Manager or a Union representative. If the unwelcome behaviour was to continue, the employee will consult the Employer Policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.

(e) It is expected that employees will cooperate fully in the investigation.

(f) Properly discharged supervisory responsibilities, including the delegation of work assignments and/or the assessment of discipline that does not undermine the dignity of the individual is in no way to be construed as harassment.

(g) The parties agree that an employee may have a representative of the Union with them throughout the process, if requested.

3.04 The Employer, in cooperation with the National Union, will develop anti-harassment and discrimination training for all union committee members and management. The Employer will supply the Union Chair and Union Secretary with a list of all supervisory personnel, including temporary supervisory personnel, and will keep such list up-to-date at all times.

ARTICLE 4 UNION SECURITY

4.01 The Employer shall deduct an amount equivalent to regular monthly union dues for the term of this Agreement according to the following conditions:

(a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly union dues.

(b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.

(c) Union dues will be deducted from the employee's pay on the first pay period ending in each calendar month and the same shall be remitted by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15^{th}) day of the month following.

(d) The Employer agrees when forwarding union dues to submit a list indicating names, addresses and classifications of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

4.02 Regular monthly union dues referred to in this article shall mean the regular monthly union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Employer in writing by the Union.

4.03 The Union shall indemnify and save the Employer harmless with respect to all union dues so deducted and remitted.

4.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

4.05 T- 4 slips issued annually to employees shall show deductions made for union dues.

4.06 It is the employee's responsibility to ensure that their home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify.

ARTICLE 5 NO STRIKES OR LOCKOUTS

5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 6 RESERVATIONS OF EMPLOYER MANAGEMENT FUNCTIONS

The Union acknowledges that it is the exclusive function of the Employer to:

6.01 Maintain order, discipline and efficiency, and to establish and enforce rules and regulations necessary therefore, and generally governing the conduct of the employees, provided these rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations, the Employer will advise the Union Committee.

6.02 Hire, discharge, transfer, promote, demote, classify, assign or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion, or classification or a claim that an employee who has completed the probationary period within the bargaining unit has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. An employee who has not completed their probationary period may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Employer, but which action may be taken up as a grievance.

6.03 Exercise any of the rights, powers, functions or authority belonging to Management except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement, and without restricting the generality of the foregoing the Employer retains the right to generally operate the Ambulance Service in a manner consistent with the obligations of the Employer to the County of Elgin, the general public in the community served and consistent with its obligations under the *Ambulance Act* **and other applicable legislation or regulations.**

6.04 Refuse to carry out any term of this Agreement in case of any labour dispute or condition arising beyond the control of the Employer.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 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 this Agreement, including any question as to whether a matter is arbitrable.

7.02 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 the employee has first given their immediate Supervisor the opportunity of adjusting their complaint. If an employee has a complaint, such complaint shall be discussed with their immediate supervisor within (7) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate Supervisor is unable to adjust a complaint to their mutual satisfaction within seven (7) calendar days, the employee may proceed with the grievance procedure within seven (7) calendar days following the decision of the immediate Supervisor. Any employee is entitled, upon request, to have a Union Steward present with their when meeting with the immediate Supervisor to attempt to adjust their complaint.

7.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to their Employer or designate. The nature of the grievance and the remedy sought shall be set out in the grievance. In addition, the employee will endeavour to set out the section or sections of the Agreement which are alleged to have been violated. The Employer or designate will deliver their decision in writing within seven (7) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2.

Within seven (7) calendar days following the decision under Step No. 1, the grievance must be submitted to the Operations Manager or their designate to be discussed at a meeting between the Operations Manager or their designate, the said Steward, the grievor(s) and the Union Committee within seven (7) calendar days of receipt of the grievance. Either party may have assistance from outside the Employer at this stage if desired. The Operations Manager or their designate shall give their written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step No. 2 is given. If no written request for arbitration is received within such fourteen (14) day period, the grievance shall be deemed to have been abandoned.

7.04 **Policy Grievance**

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within ten (10) calendar days of the event giving rise to the grievance. Failing settlement under Step No. 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 8. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could their self institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

7.05 **Discharge Grievance**

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employee being notified of their discharge. And employee who has not completed their probationary period may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Employer, but which action may be taken up as a grievance. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be present at the dismissal of a seniority-rated employee.

7.06 **Group Grievance**

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 1 within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

7.07 All agreements reached under the grievance procedure between the representatives, the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employee or employees involved.

7.08 Where an employee is subject to a suspension or discharge penalty, they shall be entitled upon their request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It is the Employer's responsibility to inform the employee of their right to request such representation.

ARTICLE 8 ARBITRATION

8.01 If the Employer or the union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this agreement.

The Parties agree that a sole arbitrator shall resolve all grievances that have been processed to arbitration. The Parties mutually agree to develop a roster of four (4) arbitrators. Grievances will be referred for hearing to one of the arbitrators on the roster, in rotation. Notwithstanding the foregoing, if either Party wishes to utilize a Board of Arbitration, they shall notify the other party of same 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 Office of Arbitration of the Ministry of Labour of 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 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 Office of Arbitrator of the Ministry of Labour of the Province of Ontario to appoint a Chairperson.

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

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

8.04 The Arbitrator or Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

8.05 The proceedings of the Arbitrator or Board of Arbitration 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.

8.06 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 Arbitrator.

ARTICLE 9 PROVISIONS OF WORK

9.01 The Employer does not guarantee to provide work for any employee for regularly assigned hours or for any other hours.

ARTICLE 10 JOB SHARE

10.01 Job sharing, for the purpose of this Agreement, shall be defined as the sharing of the hours and the responsibilities of a normally scheduled working week by two (2) existing employees in the same classification: one (1) full-time employee and one (1) part-time employee.

10.02 Once a full-time employee has indicated their desire to job share, the part-time employee component of that arrangement shall be determined subsequent to a posting as per the Collective Agreement. **Full-time employees must have a minimum of one year's service in a full-time position in order to participate in a job share arrangement. The full-time employee shall indicate the shifts they wish to drop on a regular and recurring basis.**

10.03 Job sharers shall be considered part-time employees and shall be subject to the applicable provisions of the Collective Agreement, unless otherwise amended by this Article.

10.04 It is agreed and understood that no more than nine (9) full-time positions in the entire bargaining unit at any time shall be open to a potential job sharing arrangement.

10.05 **Job Share partners may agree to vary from the fixed schedule provided b**oth employees prepare and agree upon a time schedule. Subject to vacation schedules, each employee shall work a minimum of:

- two (2) shifts in a six (6) shift pay period;
- three (3) shifts in a seven (7) shift pay period; and
- three (3) shifts in an eight (8) shift pay period.

The proposed schedule shall be provided to the Employer for approval a minimum of four (4) weeks prior to the posting of the quarterly part-time schedule.

10.06 Each job sharer shall be responsible for normal coverage of their partner's vacation up to full-time hours. **If the part-time component of the job share covers their partner's**

vacation during a ninety-six (96) hours pay, these hours will be paid at a straight time.

10.07 The job sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Collective Agreement. If an agreement cannot be reached, the division of paid holidays shall be equalized. The full-time component will receive vacation pay as per the part-time Collective Agreement. In addition, the full-time component may access half of the normal full-time vacation entitlements without pay (with minimums) of two (2) weeks.

10.08 Job sharers will be expected, on a reasonable basis to cover leaves of absence including sick leave of their partner, up to full-time hours. If the **part-time component of the job share covers their partner's leave of absence during a ninety-six (96) hours pay, these hours will be paid at straight time.** If the partner is unable to cover the entire leave, they must inform their Employer or designate. Those shifts which the partner is unable to cover, the Employer will provide the necessary coverage.

10.09 (a) In the event the former full-time employee leaves the current position, the position shall be posted as a full-time position and the part-time employee reverts to a part-time position.

(b) In the event the part-time employee leaves the **arrangement**, the former full-time partner has the option of reverting to full-time or remaining as a job sharer. If they choose job sharing, the part-time component of the job share **arrangement** shall be posted as per the Collective Agreement.

(c) Where a part-time employee leaves the **arrangement** in the middle of a quarterly schedule, the full-time employee shall have the option of working the shifts or deferring the shifts to the part-time pool.

(d) Any new job share **agreement** shall have a start date concurrent with the start of the next scheduling period.

(e) Job shares will be capped at 2 years. All full-time employees will have the opportunity to bid on a job share **arrangement** when they become available either by a full-time employee vacating a**n arrangement** or when 2 years is reached, whichever comes first. Available positions will be posted as per the collective agreement. Two (2) consecutive job share terms will not be awarded based on the number of new applicants. A full-time employee **will not be awarded** another job share within six (6) months of exiting an existing job share unless no other candidate applies, regardless of seniority.

10.10 **Discontinuation**

(i) It is understood and agreed that a full-time employee may discontinue the job sharing arrangement with four (4) weeks written notice to the Employer or designate and revert to their full-time position. Such job sharer's partner shall consequently, revert to a part-time position.

(ii) Any transfers or changes of status of an employee resulting from a job sharing arrangement reverting to a full-time position shall not constitute a layoff under the terms of the Collective Agreement. The open shifts that had previously been the schedule worked by the part-time employee will first be offered to the full-time employee of the job share position for the current posted schedule period. If they are unable to cover these shifts the Employer will provide the necessary coverage.

(iii) The agreement to job share will remain between both employees so long as they are compatible, and the needs of the operation are met. If either of these two criteria are not met, there will be consultation between the job sharers, Employer or designate and Union to attempt to resolve the issue to dissolve the partnership.

(iv) The full-time component of the job share will be provided the opportunity to bid in accordance with the terms of the collective Agreement on any vacancies which occurs during the job share.

If they are awarded the posting, the successful applicant will have the option to continue their job share. Subsequently the part-time component of the job share shall have the opportunity to continue in the job share after the bid.

10.11 In the event of a layoff, it is agreed that job sharers from the full-time will be listed on the full-time seniority list and likewise, the part-time on the part-time seniority list.

10.12 The part-time employee who is in the job share will be eligible for additional call in hours as per the provisions of the Collective Agreement.

ARTICLE 11 SHIFT PREMIUM

11.01 Effective January 14, 2024, an employee will be paid a shift premium of **one dollar ($1.00)** per hour for each hour worked when the majority of such hours so worked falls between 1500 and 0800 hours the following day.

ARTICLE 12 LEAVE OF ABSENCE

12.01 **Personal Leave**

The Employer may grant a leave of absence without pay for not more than six (6) months for legitimate personal reasons provided the employee can be spared, having due regard for the proper operation of the Employer. Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least **two (2) weeks** prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee shall not request such a leave of absence for the purpose of employment elsewhere. Military service will be exempted. An employee

will be credited with seniority during an unpaid leave of absence up to a maximum of sixty (60) days.

If the employee needs to alter their work day to accommodate a short notice appointment, the employee must speak with their Employer so arrangements can be made.

It is understood that this clause will not be in addition to any clause under the *Employment Standards Act*.

12.02 **Bereavement Leave**

(a) An employee who notifies the Employer as soon as possible following a bereavement of an immediate family member, shall be granted up to seven (7) consecutive calendar days off, without loss of their regular earnings for their scheduled hours in conjunction with the day of the funeral. "Immediate family" means spouse, common-law spouse, partner of the same sex, child or step-child, parents and siblings.

Up to three (3) consecutive scheduled workings days shall be granted off, without loss of regular earnings for their scheduled hours in conjunction with the day of the funeral for other members of their family including step-parents, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchild, son-in-law and daughter-in-law.

The leave provided for this article must be taken within seven (7) calendar days of the funeral of the deceased.

(b) Spouse refers to the employee's current husband or wife, or common-law husband or wife, and does not include legally separated or divorced spouse and their immediate family. Where an employee does not qualify under the above noted conditions, the Employer may nonetheless grant a paid or unpaid bereavement leave.

(c) In the event of death of the employee's niece, nephew, aunt, uncle and grandparent-in-law, the employee, upon notification to the Employer, will be granted one (1) day's leave without loss of regular earning for the purpose of attending the funeral.

(d) The Employer, upon request, may extend such leave with or without pay where any employee does not qualify under the above noted definition.

(e) When an employee is eligible for bereavement leave while on vacation, or scheduled leave day, they shall be entitled to bereavement leave as set out above and the vacation days or lieu days so replaced will be rescheduled as mutually agreed.

12.03 **Pregnancy Leave**

(a) Pregnancy will be granted in accordance with the provision of the *Employment Standards Act, 2000,* except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of

continuous service. The employer agrees to provide a pregnancy leave up to seventeen (17) weeks for a pregnant employee.

(b) It is agreed that the union and the bargaining unit employee shall not be disadvantaged in any way by any amendments to the *Ontario Employment Standards Act and Regulations*. For greater clarity, the Collective Agreement provisions shall prevail. Where this Collective Agreement provides an employee(s) with a greater right, benefit, term or condition for pregnancy leave, that specific right(s), benefit(s), term(s) or condition(s) in question in the Agreement shall prevail.

(c) In the event the *Ontario Employment Standards Act 2000 and Regulations* are amended to provide a greater right, benefit, term or condition to an employee(s) with respect to pregnancy and parental leave than that which existed on March 31, 2000, each of such amended provisions shall be incorporated within this Collective Agreement.

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

(e) The employee shall make every reasonable effort to reconfirm their intention to return to work on the date originally approved in Article 12.03 (d) above by written notification received by the Employer at least four (4) weeks in advance thereof.

(f) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act,* shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits. Such payment shall commence following completion of the **one** week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The normal weekly hours for a part-time employee shall be calculated by using the same period as used for the calculation of the Employment Insurance benefits.

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

(h) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while and employee is on pregnancy leave. For part-time employees,

such accumulation shall be on the basis of what the employee's normal regular hours of work as calculated in Article 12.03 (f) above.

(i) The Employer will continue to pay its share of the premium contributions of subsidized employee benefits, including the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave, should the employee choose to maintain benefits and make arrangements suitable with the Employer to contribute to the Employer their share of the premiums. Where applicable, the Employer will continue to pay percentage in lieu of benefits and will register these benefits as part of the supplemental Unemployment Insurance Benefits Plan with the Employment Insurance Commission.

(j) The employee shall be reinstated upon their return from pregnancy leave to their former position, shift and department if it still exists or to a comparable position if it does not and receive the same rate of pay as the employee received prior to commencement of the leave.

(k) Pregnant employees may request to have their duties modified if, in the professional opinion of the employee's physician and upon consultation with the Occupational Health Unit, the pregnancy is at risk.

12.04 **Parental Leave**

(a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000,* except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

(b) Both parents are eligible to take a parental leave. A parent who has taken a pregnancy leave is eligible to up to sixty-one (61) weeks and all other parents are entitled to up to sixty-three (63) weeks unless as otherwise amended under the Employment Standards Act, 2000. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.

(c) For a birth mother, parental leave commences when pregnancy leave ends.

(d) It is agreed that the union and the bargaining unit employees shall not be disadvantaged in any way by the amendments to the *Ontario Employment Standards Act, 2000 and Regulations.* For greater clarity, the Collective Agreement provisions shall prevail. Where this Collective Agreement provides an employee(s) with a greater right, benefit, term or condition for parental leave that specific right(s), benefit(s), term(s) or condition(s) in question in the Agreement shall prevail.

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

(f) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

(g) An employee who is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration maximum, as may be required by the adoption agency concerned. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

(h) An employee shall make every reasonable effort to reconfirm their intention to return to work on the date originally approved in Article 12.04 (e) above by written notification received by the Employer at least four (4) weeks in advance thereof.

(i) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 18 of the *Employment Standards Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eight-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits. Under no circumstance will the percentage paid exceed the entitlement for standard parental leave, even if the parent opts for the extended leave. Such payment shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of the Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period as used for the calculation of the Employment Insurance benefit.

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

(k) Credits for service and seniority shall accumulate for a period of up to thirty-seven (37) weeks while an employee is on parental leave, including an adoptive parent on parental leave as calculated in Article 12.04 (i) above.

(l) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating, for a period of up to thirty-seven (37) weeks while the employee is on parental leave, including an adoptive parent on parental leave, should the employee choose to maintain benefits and make arrangements suitable with the Employer to contribute to the Employer their share of the premiums. Where applicable, the Employer will continue to pay percentage in lieu of benefits and will register these benefits as

part of the supplemental Unemployment Insurance Benefit Plan with the Employment Insurance Commission.

(m) The employee shall be reinstated upon their return from parental leave to their former position, shift and department if it still exists or to a comparable position if it does not and receive the same rate of pay as the employee received prior to commencement of the leave.

12.05 **Jury and Witness Duty**

If an employee is required to serve as a juror in any court of law, or in the connection with a case arising from the employee's with the Employer and is required by subpoena to attend a court of law or coroner's inquest, the employee will be paid at the employee's regular rate of pay during such attendance provided the employee:

(a) notifies the employer immediately on an employee's notification that they will be required to attend court;

(b) present proof of service requiring the employee's attendance

(c) deposit with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance and an official receipt thereof;

(d) wears the uniform issued if the employee is present in a court of law from a case arising from the employee's duties at work

If the attendance in court or a coroner's inquest is during normal working hours, the employee is expected to work the balance of the shift where the appearance does not require the loss of a full shift. If scheduled to work the scheduled night shift immediately before the attendance, the employee will be given the night shift off with pay in lieu of any payment of a court attendance if the employee elects to take this option. The employee shall receive at least eight (8) hours of off time between a court attendance and the commencement of their next shift.

There will be three (3) hours minimum pay at one (1) times the regular rate of pay for an employee who is required to attend court on their regularly scheduled day off, and one and one-half (1.5) times the rate of regular pay for anything more than three (3) hours of such attendance.

12.06 **Full-time Position With Union**

An employee who is elected or appointed to office in the Union, upon request, shall be granted a leave of absence without loss of seniority for up to three (3) years.

During such leaves of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employer's contributions to said benefits. The employee agrees to notify the Employer of their intention to return to work within six (6) weeks following the termination of office for which

the leave was granted. An employee on leave of absence under this provision shall continue to accrue all rights and privileges under this Agreement.

It is understood that the intent of this article is that it shall apply only to one employee at a time and that the Union shall provide adequate notice prior to an employee commencing a Union Leave of Absence.

The Employer shall fill the vacant position as the result of the absence of an employee on a Union Leave of Absence as it sees fit. Employment of persons hired to replace employees who are on such leaves of absence will not exceed the length of the leave of absence. It is understood that the person hired from outside will cease to be employed upon the return of the employee and such release will not be subject to a grievance or arbitration. The Employer will outline to an employee or employees selected to fill such temporary vacancies the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

12.07 Leave of absence for Union business shall be given without pay up to a maximum of eighty (80) days per calendar year, provided such leave does not interfere with the continuance of efficient operation of the Employer.

Such leave shall be subject to the following conditions:

(a) not more than three (3) employees of the Employer are absent on any such leave at the same time;

(b) request must be made in writing, signed by a representative of the Union, at least ten (10) days prior to the commencement of the function for which leave is requested.

(c) such request shall state the general nature of the function to be attended;

(d) employees on a Union Leave which is approved by the Employer in accordance with the above conditions shall be paid for such leave by the Employer. The Employer shall then forward a statement of such wages and benefits paid to the employee affected, all other employer costs and benefits associated with those wages to the UNIFOR office for reimbursement of the amount stated.

12.08 **Education Leave**

(a) The Employer agrees to pay a one time payment of $2,200 into a special fund for the purpose of providing paid education leave. Such leave will be for upgrading the employee's skills in all aspects of trade union functions. Such monies will be paid into a trust fund established by the National Union, UNIFOR, effective from the date of ratification, and sent to the following address:

Paid Education Leave Program
115 Gordon Baker Road, Toronto, Ontario. M2H 0B8

(b) The Employer further agrees that members of the bargaining unit, selected by the Union to attend such course, may be granted a leave of absence without pay

provided the employee can be spared have due regard for the proper operation of the Employer.

Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least one (1) month prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. Said leaves of absence will not exceed twenty (20) days and shall be intermittent over a twelve (12) month period from the first day of leave.

An employee will be credited with seniority during an unpaid leave of absence during such leave.

ARTICLE 13 DOMESTIC VIOLENCE

13.01 The parties hereby recognize and share the concern that situations of domestic or sexual violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. Doctor, lawyer, treating healthcare professional), an employee who is in an abusive or violent personal, domestic situation or who has experienced an incident of sexual violence, will not be subject to discipline without giving full consideration to the facts in the case of each individual and the surrounding circumstances. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

ARTICLE 14 STAND-BY PAY

14.01 When an employee is required to be on stand-by duty, the employee shall receive two dollars and fifty cents ($2.50) per hour for each hour of stand-by, in addition to any monies received by virtue of being called into perform work on account of the stand-by duty. However, it is understood and agreed that stand-by pay will no longer be payable when the employee is called in. The Employer will provide transportation expenses to and from the Employer for each call-back required during the periods of stand-by.

ARTICLE 15 JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

15.01 The Employer and the Union agree that they mutually desire to maintain standards of the safety and health in the workplace in order to prevent accidents, injury and illness.

15.02 (a) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health & Safety Committee, at least one (1) representative selected or appointed by the Union form amongst bargaining unit employees. At no time shall the number of Employer representatives be allowed to outnumber the number of employee representatives.

(b) Two (2) Co-chairpersons shall be elected by and from the members of the committee. One (1) Co-chair shall be an employee member, the other shall be an Employer member.

(c) Any representative appointed or selected in accordance with 15:02 (a) hereof shall serve for a term of two (2) calendar years from the date of appointment, which may be renewed for further periods of two (2) years. Time off for such representative(s) to attend meetings of the Joint Occupational Health a& Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.

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

15.04 Without limiting the generality of the foregoing, the committee shall:

(a) determine that inspections have been carried out at least once a month by the Co-chairs or designates;

(b) recommended measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions;

(c) consider recommendations form the workforce with respect to health and safety matters and recommend implementation where warranted;

(d) hold meetings every quarter or more frequently at the call of the Chair if required, for the review of:

(i) reports of current accidents and occupational diseases, their causes and means of prevention;

(ii) remedial action taken or required by the report of investigations or inspections;

(iii) any other matters pertaining to health and safety;

(e) record the minutes of the meetings, distribute to committee members and post on the Occupational Health & Safety bulletin board;

(f) committee members are entitled one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting, such time is necessary to attend meetings of the committee, and such time as is necessary to carry out inspections and investigations under Subsection 9(26), 9(27) and 9(31) of the *"Act"*.

15.05 The Joint Occupational Health & Safety Committee shall be provided with the annual summary of data from the Workplace Safety & Insurance Board (WSIB) relating to the number of work accident fatalities, the number of lost workday cases, the number of lost

workdays, the number of non-fatal cases that required medical aid with lost workdays, and the incidence of occupational injuries.

15.06 The Employer agrees that the Joint Occupational Health & Safety Committee will have the right to investigate complaints related to indoor air quality/molds/ventilation.

15.07 If incidents involving aggressive client action occur, such action will be recorded and reviewed at the Joint Occupational Health & Safety Committee meetings. The Employer will promptly take action to address the legitimate health and safety concerns of employees presented.

15.08 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.

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

15.10 Union health and safety staff or union health and safety consultants shall be provided access to the workplace and to attend meetings of the Joint Occupational Health & Safety Committee or committee business (i.e. inspecting, investigating), provided prior notice of at least ten (10) calendar days and approved by the Employer.

15.11 An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the rest of the shift at their regular rate of pay.

Such employee shall be provided with transportation to their doctor's office or Employer and to their home, when not fit to drive.

15.12 Where possible, each year on April 28 at 1100 hours, the Employer will observe the memory of workers killed or injured on the job with one (1) minute of silence.

15.13 **New Critical Incidents**

Should an employee receive a critical call, they may be approached by their supervisor or contact the supervisor to discuss the incident. The supervisor will work with the employee to consult with Peer Support, WSIB, and/or EFAP. Based on circumstance, the employee may be released for the remainder of their shift without loss of pay.

ARTICLE 16 PREMIUM PAYMENTS

16.01 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.

16.02 Each Paramedic who is required to be away during the entire meal break and is not able to return to their base during that time, shall be paid a meal allowance not to exceed $13.00 per meal. It is agreed that a receipt, showing that the employee has purchased for themselves a meal for the relevant shift, must be provided by the employee to receive

payment. Where not practical to obtain a meal during the shift, the meal receipt may be dated and time stamped no later than ninety (90) minutes from the end of the shift. Meal break periods for all shifts start with the beginning of the fourth (4th) hour of the shift and end at the completion of the sixth (6th) hour of the shift and start again with the beginning of the ninth (9th) hour of the shift and end at the completion of the eleventh (11th) hour of the shift.

ARTICLE 17 ACCESS TO PERSONAL FILE

17.01 An employee shall, upon written request to the Chief made in a reasonable time before the time of viewing, have an opportunity to view their personal file in the presence of the Employer's designate. Access shall be granted as soon as practical, but no later than five (5) days. The information the employee may review will be:

(a) application form;

(b) written evaluations;

(c) formal disciplinary notations;

(d) incident reports.

(e) paramedic duty record.

ARTICLE 18 BULLETIN BOARDS

18.01 The Employer shall provide bulletin board(s) at each station which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/union membership.

ARTICLE 19 CONTRACTING OUT

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

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

Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Employer provides in its commercial arrangement, contracting out the work

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

(a) to employ the employee thus displaced from the Employer; and

(b) in doing so to stand, with respect to that work, in the place of the Employer for the purpose of the Employer's collective agreement with the Union, and to execute into an agreement with the Union, and to execute into an agreement with the Union to that effect.

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

19.02 **Technological Change**

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and consider practical way and means of minimizing the adverse effects, if any, upon employee concerned. Employees with one (1) or more years of continuous service who are subject to a layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth, and the requirements of the applicable law.

19.03 The Employer shall have the right to designate up to two (2) persons employed as "Station Managers", who shall be exempt from the application of this provision.

ARTICLE 20 DEFINITION OF A DAY WORKED

20.01 For the purpose of this Agreement, in the case of shift work, a day worked shall be deemed to be the day on which employment began.

ARTICLE 21 DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

21.01 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" – Wage Rates, of this Collective Agreement.

ARTICLE 22 SUPERVISORS WORKING

22.01 Supervisors will not routinely perform work which is normally performed by those under their supervision, except in case of emergency or for the purpose of instructing employees.

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

ARTICLE 23 NEW ACCOMMODATION

23.01 The Employer recognizes its duty to accommodate the work or workplace to the needs of the disabled employee in order to facilitate an early and safe return to work to the employee's pre-injury employment or other suitable work.

23.02 In the event that the Ministry and/or the employer mandate that any Primary Care Paramedics perform new skills that are additional to the skills currently required of a Primary Care Paramedic under the Ambulance Act, such Paramedic will be provided paid training if this is necessary to the performance of these skills.

It is understood that this is not applicable to the selection and training to become an Advanced Care paramedic.

ARTICLE 24 UNION REPRESENTATION

24.01 The Union shall elect or otherwise select a Union Committee of four (4) employees; three (3) full-time and one (1) part-time. The Employer will recognize and deal with the said Committee on grievances and on any other matter properly arising out of this Agreement, including the negotiations for, or renewal of this Agreement.

24.02 It is agreed that a Local or National Union Representative may be present with the Committee at the request of either the Union or the employer.

24.03 The Union acknowledges and agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and all activities of members of the Union Committee and Stewards will be carried on outside regular working hours, unless otherwise mutually agreed. Members of the Union Committee and Stewards will not leave their duties without first obtaining permission from the Supervisor of the Department or Unit in which they are working, and upon completion of such Union business, shall report back to that official.

24.04 (a) Each member of the said Union Committee shall receive their regular pay for all regularly scheduled working hours lost due to their attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Employer premises, for which permission has been granted. A part-time employee not scheduled to work will be paid up to a maximum of 7.5 hours/day for their attendance at negotiations, provided that their hours do not exceed 37.5 hours in the week.

(b) A Steward, and where applicable, members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at

grievance meetings, which shall for the purpose of clarity, cover meetings with a grievance settlement officer appointed under Section 45 of the *Labour Relations Act* with representatives of the Employer, whether on or outside the Employer premises, for which permission has been granted.

(c) The Employer agrees to provide the full-time chairperson with voicemail, email access, computer and office space. The full-time chairperson or designate will be granted twelve (12) hours paid time per month for union business. Such hours will not result in the payment of overtime.

24.05 The Union agrees to supply the Employer with the names of the members constituting the Committee and Stewards in duplicate, and will keep such list up-to-date at all times. It is mutually agreed that one of the duplicate copies shall be posted on the Union bulletin board by the Union.

24.06 The Union Committee and the Employer shall meet at a time mutually agreed upon should either party feel that there is business for their consideration. Agenda items should be submitted at the time the request to meet is made and the meeting will be arranged as promptly as possible.

24.07 The Employer agrees to retain the Union Chairperson at work during any layoffs or cutbacks in employment during their respective terms in office, provided the Union Chairperson is qualified to perform available work.

24.08 Where an employee is subject to a suspension or discharge penalty, **they** shall be entitled to have a Steward or Union Committee Person present when the disciplinary action is taken. It is the Employer's responsibility to inform the employee of their right to such representation.

ARTICLE 25 DEROGATORY NOTATIONS

25.01 Derogatory notations against the conduct record of any employee more than eighteen (18) months from the date of such notation will not be considered as forming part of the conduct record of the employee. Employees will be provided a copy of all such notations entered into their file. If an employee is absent continuously for any period of one month or more, this period of absence shall not be included in the aforementioned eighteen-month period of time.

ARTICLE 26 RETROACTIVITY

26.01 Wage increase shall be effective as and from April 1, 2023 on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from their date of employment. The Employer shall be responsible to contact, in writing (with a copy to the Union) at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employee who have since ceased to be employees shall have a period of sixty (60) days only from the date of the

mailing of the notice in which to claim from the Employer any adjustment to their remuneration. The retroactive payments shall be made to the employees so entitled within **ninety (90)** days from the date of ratification or release of the award to the parties as the case may be, provided the renewed Collective Agreement has been signed.

ARTICLE 27 DURATION

27.01 This Agreement shall remain in effect until and including March 31, 2027 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

27.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry of the Agreement and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new Collective Agreement.

FULL TIME BARGAINING UNIT

ARTICLE 28 SENIORITY

28.01 An employee will be considered on probation until after they have completed three (3) months of employment in the full-time bargaining unit within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date they were last hired by the Employer. The full-time probationary period shall be waived if the employee is transferring from a part-time position from which they have already successfully passed probation. Any employee who has not completed their probationary period may be terminated on the basis of a fair and proper assessment of their suitability for employment with the Employer, but which action may be taken up as a grievance.

The Employer may request an extension of the probationary period for the purpose of training and orientation. It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months of employment. The Employer will advise the employee and the Union on the basis for such extension. Any other extension for reasons not covered above may be granted with the agreement between the Employer and the Union.

28.02 Seniority lists will be posted on the official Union bulletin board at each station and will be revised at least semi-annually according to the records of the Employer. The posting shall be no later than January 31 and July 31 and shall be calculated as of the of the pay period ending closest to December 31 and June 30 respectively Seniority as posted will be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) days from the current date of posting.

28.03 Any complaint or grievances having to do with the observances or non-observances of seniority rules may be treated as a grievance and dealt with accordingly.

28.04 The Employer will supply copies of the Seniority List to the Chairperson of the Union Committee and the Local Union Office.

28.05 (a) An employee who transfers from full-time to part-time status on or after January 1, 1980 will be given credit for full-time seniority they had prior to the transfer on the basis of (1) year of full-time seniority = 1,650 hours worked as part-time.

(b) An employee who transfers from part-time to full-time status on or after January 1, 1980 will be given credit for the part-time seniority they had prior to the transfer on the basis of 1,650 hours worked as a part-time = one (1) year of full-time seniority. For the purposes of calculating the credit to be given, the Employer will take the hours worked by the employee which are listed on the most recent part-time Seniority List prior to the date of the transfer and add to them the part-time hours worked by the employee from the date of that list to the date of the transfer.

(c) It is agreed by both parties that all references to 1650 hours and any derivative of 1650 hours shall be changed to reflect 1800 hours throughout the entire contract on a go forward basis from June 20, 2005.

(d) It is agreed by both parties that all references to 1800 hours and any derivative of 1800 hours shall be changed throughout the Collective Agreement to 2080 hours for an employee working a forty (40) hour work week or 2184 hours for an employee working a forty-two (42) hour work week, on a go forward basis, effective July 3, 2008.

ARTICLE 29 LOSS OF SENIORITY RIGHTS

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

(a) has been laid off for 30 months;

(b) resigns;

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

(d) is retired;

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

(f) if an employee has been laid off and fails to return to work within seven (7) calendar days after the employee has been notified by the Employer through registered mail addressed to their last address on the records of the Employer and fails to comply with Article 30.04(e);

(g) fails to return to work upon the expiration of a leave of absence granted by the Employer, without permission in writing from the Employer;

(h) an employee declares themselves available as per the scheduling Article (32.08) and who has been notified in writing that this is not acceptable and continues to be unavailable. Copies of such notification will be forwarded to the Union.

ARTICLE 30 LAYOFF & RECALL

30.01 **Notice of Layoff**

(a) (i) Union

There shall be at least four (4) month's notice to the Union in the event of a proposed layoff of a permanent or long-term nature, or in the event of significant changes impacting the bargaining unit.

(ii) Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in i) above shall be considered notice to the Union of any subsequent layoff.

(b) Employees

In the event of a proposed layoff of a permanent or long-term nature, the Employer shall provide to the affected employee(s), if any, who will be laid off or whose job will be eliminated, with no less than four (4) months of written notice of layoff, or pay in lieu thereof.

30.02 **Severance and Retirement Options**

(a) Severance Pay

Within the lesser of thirty days from the date of notice of layoff or the notice provided above, an employee with more than twelve (12) months of service with the Employer, who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

(b) Retirement Allowance

Within thirty (30) days from the date of notice of lay off an employee who has received notice of layoff of a permanent or long-term nature, may retire provided that the employee is eligible to retire under the terms of (OMERS). An employee who chooses this option forfeits their right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Employer to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to $1,000 for every year less than age 65, to a maximum of $5,000.

Note: The Employer may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

(c) A full-time employee who has completed one year of service and:

(i) whose layoff is permanent, or

(ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this article, shall be entitled to severance pay of one week's pay per year of service, minimum of two weeks to a maximum of 26 weeks' of pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while their recall rights are still in effect. Once an employee does opt to receive the severance payment, they shall be deemed to have resigned, and their recall rights shall be extinguished.

(d) The Employer shall make provisions with the insurers, to allow laid off employees who choose to retire under OMERS to maintain to age 65, at the retiree's cost, their participation in the following group plans:

Extended Health Care, including Vision Care and Hearing Aid Allowance, Dental Plan, provided that the employee is currently enrolled in the benefits at the time of retirement and that the employee recognizes that the employer is not responsible for any premium payments or cancellation of coverage for missed premiums. Coverage will be cancelled immediately if premiums are not received in payroll by the established payment dates.

30.03 **Layoff**

(a) In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, providing that the employees(s) who remain on the job have the ability to perform the work available.

(b) opt to receive a separation allowance as outlined in Article 30.02 or

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

(d) An employee who is subject to layoff shall have the right to either:

(i) accept the layoff; or

(ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the full-time and part-time bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the

laid off employee is within 5% of the laid off employee's straight time hourly wage rate.

(e) Only when an employee has exhausted the layoff process under points d) i) & ii) above would they have the right to displace an employee in a higher classification. A laid-off employee will have the right to displace an employee with lesser seniority, who is the lest senior employee in the classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 10% of the laid off employee's straight time hourly rate provided they can perform the duties without training other than orientation. Such employees so displaced shall be laid off.

(f) The decision of the employee to choose an option outlined in 30:03 b), c), d) or e) above shall be given in writing to the designated Employer representative within fourteen (14) days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff. If more time is required, the request will not be unreasonably denied.

30.04 **Recall**

(a) An employee shall have opportunity of recall from a layoff to a vacancy, in order of seniority, provided they have the ability to perform the duties without training other than orientation, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

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

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

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

(e) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

(f) Where a full-time employee utilizes Article 30.03 (d) procedure to accept part-time employment, their right to recall to full-time employment is maintained.

30.05 **Temporary Recall**

Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days provided they have the ability to perform the duties without training other than orientation. Acceptance of a temporary vacancy shall not constitute a recall from layoff unless the temporary vacancy is anticipated to exceed ninety (90) calendar days. An employee to whom a temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain their position on the recall list. An employee on layoff who accepts a temporary vacancy shall be paid the wage for the work and the 14% percent in lieu of benefits.

30.06 No full-time employee within the bargaining unit shall be laid off for the sole purpose of assigning the full-time hours to one or more part-time employees. This clause shall not restrict the Employer from changing the compliment of full and part-time positions where it can demonstrate a legitimate operation or scheduling requirement.

30.07 In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

30.08 A laid-off employee shall retain the right of recall for a period of thirty (30) months from the date of layoff.

30.09 In the event of a layoff of a full-time employee, the Employer shall pay its share of insured benefit premiums up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first. The laid off employee is responsible for advising the Employer of their intent to continue the benefits for the three (3) month period and to arrange with the Employer the appropriate payment schedule for the employee's share of the premiums.

ARTICLE 31 VACANCIES OF STAFF

31.01 (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new classification within the bargaining unit is established by the Employer, such vacancy shall be posted within seven (7) days by the Employer for a period of five (5) consecutive calendar days. Applications for such vacancy, and any subsequent vacancies in the same classification arising from the permanent vacancy, shall be made in writing within the five (5) day period referred to herein. The position shall be awarded within five (5) days of the close of the posting. If an emergency exists that may not allow for the above procedure to be followed, the Employer may fill the vacancy and the Union Committee Chairperson will be advised forthwith.

(b) The subsequent vacancies will be offered in order of seniority to those who have expressed an interest as above. The candidate(s) will have up to twenty-four (24) hours form the time of offer to decide whether to accept the position.

(c) Once a candidate has accepted an offer they shall be removed from further consideration in this process.

31.02 The Employer shall first consider such application and the Employer's decision with regard to them shall be based primarily upon its opinion as to qualifications, skill, ability, experience, and suitability for the particular vacancy or new job of the employee concerned. Where these factors are equal in the opinion of the Employer, the applicant with the greatest seniority will be given preference provided they employee is qualified to perform the job.

31.03 If no application to fill such vacancies are received from the employees or, if the applicant or applications are not considered to be suitable for such vacancies, then the Employer will fill the vacancy in any manner it sees fit.

31.04 Employees transferred on this basis will be evaluated for a period of thirty (30) calendar days. If they cannot satisfactorily perform the job which the employee was awarded, the Employer will return that person to their former job and the filling of the subsequent vacancy(s) will likewise be reversed.

31.05 Within five (5) calendar days of the date of appointment to a vacant position, the names of the successful applicant shall be posted on all Union bulletin boards.

ARTICLE 32 HOURS OF WORK

32.01 The normal hours of work shall average forty (40) or forty-two (42) hours of work per week over the scheduling period and eight (8), ten (10) or twelve (12) hours of work daily, which definition of normal hours shall not be construed as a guarantee of hours per day or per week.

32.02 It is understood that employees may be required to work more than five (5) days continuously to provide for days off on a consecutive rotation basis. For purposes of computing time, Sunday shall be considered the first day of the calendar week.

32.03 It is agreed that days off of the employees shall be on a consecutive rotation basis provided no premium payment for overtime shall be involved.

32.04 For shifts affected by the change from Daylight Savings Time to Standard Time and vice versa, the employee shall be paid for hours actually worked. In the spring, the night shift shall receive one (1) hour less and in the fall, an extra hour shall be paid at the applicable regular straight time hourly rate. It is understood that the reference to "regular straight time hourly rate" does not preclude an employee from receiving a premium under the agreement that the employee qualifies for with the exception of overtime premium.

32.05 The parties agree that the normal scheduling rotation shall be followed over the Christmas/New Year's period.

32.06 The Employer and the Union, recognizing the emergency nature of the employer's business and the scope of the employment being related to emergency service, find that it may not be possible to have regularly scheduled rest periods or meal breaks for employees on shift. The Employer will request that meal breaks and rest periods as defined below will be taken at such time so that they shall not be interrupted by Code 1 and Code 2 calls, which may be deferred to a later time.

Employees who work a twelve (12) hour shift shall be entitled to two (2) meal periods of thirty (30) minutes each. Should a meal period be interrupted for response to emergency calls the meal period will recommence once the emergency call(s) is completed (maximum of thirty (30) minutes per meal period) and the crew has returned to base where practical. Where not practical to return to base due to distance/time constraints, every effort will be made to provide the crew with an appropriate location to take a meal break.

If crews exceed five (5) hours in their shift without a meal break, they must contact the Duty Manager to advise of the situation. **The duty manager will make every reasonable effort to accommodate a meal break.**

Extended Shift 12 Hour Shifts
2-15 minute paid breaks (rest periods)
2-30 minute paid meal breaks

Eight (8) Hour Shifts
2-15 minute paid breaks (rest periods)
1-30 minute paid meal breaks

32.07 The Employer will schedule a minimum of twelve (12) hours off between regularly scheduled shifts unless otherwise mutually agreed to by the employer and the employee. It is agreed that regular work schedules shall not include split shifts.

32.08 Schedules will be posted at least two (2) weeks in advance and cover at least eight (8) weeks.

32.09 The Employer will schedule two (2) weekends out of four (4) weekends off for employees unless otherwise mutually agreed to between the parties. It is understood that the word "weekend" is defined as being from 2300 hours Friday until 2400 hours Sunday.

32.10 A period of no less than two (2) consecutive shifts off shall be scheduled between a change of shift and at least six (6) consecutive shifts shall be scheduled off following scheduled night shifts.

32.11 Requests for change of shift between employees must be submitted, in writing or electronically, using the form provided by the Employer. The form must state the shifts to be exchanges, the date, and be signed by both employees before the Employer or designate can process the request. Requests for exchange of shifts will not be unreasonably denied. Shift exchanges must be approved by the Employer or designate. It is understood that such changes will not result in overtime payments, excluding shift and weekend premiums.

32.12 An employee who is called into work a shift within one (1) hour of the commencement of the shift as a replacement for an absent employee and who reports to work within one (1) hour after being called, will be paid for the full shift, provided the employee works the remaining scheduled hours of the shift.

32.13 If the employer cancels a shift of an employee, the Employer shall give the employee twelve (12) hours notice before the start of the shift. The changing of a shift for another is not considered a cancellation of a shift.

32.14 It is agreed that regular work schedules shall not include split shifts.

32.15 The Employer shall provide at least twenty-four (24) hours notice of change of schedule to the employee concerned and in any event, the Employer will endeavour to keep such changes to a minimum. If the schedule changes are made without such notice, the first altered shift worked by an employee within the twenty-four (24) hour period shall be paid at the rate of one and one-half their regular rate of pay.

ARTICLE 33 OVERTIME CONDITIONS

33.01 It is understood and agreed that where an employee is required to work either an eight (8), ten (10) or twelve (12) hour shift as part of their normal averaging work week, the employee will be paid such hours at their regular straight time rate of pay. Where an employee is required to work in excess of their normal daily shift or in excess of their scheduled weekly average over the scheduling period and this is authorized by the Employer as an emergency, such employee will be paid overtime at the rate of time and one half their regular straight time hourly rate of pay.

33.02 Any hours worked on a normally scheduled day off and authorized by the Employer, will be paid for at the rate of time and one-half, computed at the regular rate for the job classification unless the employee has been absent without approval during the week in which such day worked falls.

33.03 Overtime payments shall be made on the basis of either daily or averaged weekly overtime hours worked, but an employee shall not be paid both daily and weekly overtime for the same overtime hours worked. Hours worked by an employee in any work week on which overtime rates have once been allowed shall not be used again in any overtime computations.

33.04 On rotation of shifts, if an employee is required to work more than one shift within a twenty-three (23) hour period, the hours worked in the second shift will be paid at time and one-half.

33.05 Where an employee has worked and accumulated approved overtime hours, the employee will have the option of electing payment or to bank the time equivalent to the applicable overtime rate. If time off has been opted for, the employee must take a full shift if coverage is required. Partial shifts are allowed only if no coverage is required. A maximum of **seventy-two (72)** hours can be banked.

33.06 Upon completing the process in article 47.08, if an open shift exists in the bargaining unit or a replacement is needed for a bargaining unit position, the following procedure shall be followed:

(a) The Employer shall send a group message to all employees.

(b) If the shift start is more than twelve (12) hours away, Employees shall have ninety (90) minutes to respond. If the shift start is less than twelve (12) hours away, Employees shall have fifteen (15) minutes to respond.

(c) The available shift shall be assigned in the following order of priority:

(i) **Full-time employees, by seniority, on a rotational basis. Payment shall be at overtime.**

(ii) **Part-time employees who have not yet been assigned eighty-four (84) hours in the pay period. Payment shall be at straight time.**

(iii) **Part-time employees who have already been assigned eighty-four (84) hours in the pay period. Payment shall be at overtime.**

(iv) **Full-time employees in a job share arrangement. Payment shall be at straight** time.

(v) **At the discretion of the Employer.**

ARTICLE 34 PAID HOLIDAYS

34.01 An employee who qualifies under Article 34.04 hereunder shall receive the following paid holidays:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day (July 1)
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

34.02 Should the Employer be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for twelve (12) paid holidays remains unchanged.

34.03 Holiday pay is defined as the amount of regular straight time, hourly pay (8 hours) exclusive of shift premium which an employee would have received had they worked in a normal shift on the holiday in question. Employees whose normal shift is twelve (12) hours in duration, holiday pay is defined as the amount of regular straight time hourly pay (12 hours) exclusive of shift premium.

34.04 In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of their working days immediately preceding and immediately following the holiday concerned unless the employee is absent due to:

(a) illness or accident which commenced in the current or previous pay period in which the holiday occurred;

(b) lay off for a period not exceeding five (5) calendar days, inclusive of the holiday;

(c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;

(d) vacation granted by the Employer;

(e) the employee's regular scheduled day off.

34.05 An employee who qualifies and is required to work on any of the above named holidays, will receive either:

(a) pay for all hours worked on such day at the rate of one and one-half (1½) times their regular straight time rate of pay in addition to their regular straight time rate of pay. An employee wishing to be paid should advise their supervisor they wish to be paid prior to the statutory holiday; or

(b) (i) pay at the rate of one and one-half (1½) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay. The employee may elect to bank up to a maximum of five (5) earned lieu days of eight (8) hours each (i.e. a total of 40 hours) or for the employee whose normal shift is twelve (12) hours in duration up to a maximum of five (5) earned lieu days of twelve (12) hours each (i.e. a total of 60 hours); or

(ii) if the bank exceeds sixty (60) hours, the excess time will be paid out;

(iii) withdrawals from the "bank" may be made in amounts of eight (8) hours or ten (10) hours and twelve (12) hours consistent with the employee's assigned shift and are to be taken at a time that is mutually agreeable to the Employer. An earned lieu day, either eight (8) hours or twelve (12) hours as the case may be, will be deposited into the employee's "bank" following the paid holiday in respect of which it was earned.

34.06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.

34.07 If a paid holiday falls during an employee's regular day off **or vacation**, another day off shall be selected by the employee and the Employer by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Employer.

34.08 A shift that begins or ends during the twenty-four (24) hour period of the above holidays shall be paid at the applicable overtime rate for the hours falling within the twenty-four (24) hr window of the holiday (00:01 hrs to 24:00 hrs).

34.09 An employee entitled to holiday pay shall not receive sick leave pay to which they may otherwise have been entitled.

34.10 Effective December 5, 2023, an employee already scheduled for full-time hours, and who is not scheduled to work on a paid holiday, shall be paid at double time (2x) when called in to work on a paid holiday.

ARTICLE 35 TRANSFER OF SERVICE CREDITS

35.01 Effective June 20, 2005, a part-time employee who transfers on or after this date to the full-time bargaining unit and who continues to work in the same classification shall be given credit for service accumulated in the part-time bargaining unit for the purpose of progression on the wage scales (provided that as a part-time employee, the employee is entitled to progress along the wage scale) according to the formula.

1,800 hours worked = one (1) year of full-time service.

35.02 A part-time employee who transfers on or after this date to the full-time bargaining unit shall be given credit for service accumulated in the part-time bargaining unit for the purpose of progression on the vacation pay scale according to the formula established for progression on the vacation pay scale:

1,800 hours worked = one (1) year of full-time service.

35.03 A part-time employee who transfers on or after this date to the full-time bargaining unit to work in another classification, will be placed at the start of the wage grid.

35.04 It is agreed by all parties that all references to 1800 hours and any derivative of 1800 hours shall be changed throughout the Collective Agreement to 2080 hours for an employee working a 40 hour work week or 2184 hours for an employee working a 42 hour work week, on a go forward basis, effective July 3, 2008.

ARTICLE 36 VACATION

36.01 Employees working for the Employer in the twelve (12) month period preceding January 1 in any year the shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service.

Years of Service	Hours of Vacation
Less than 1 year of continuous service	10 hours for each completed month of service
One year or more of continuous service but less than 5 years of continuous service as of January 1st of any year	**132** hours
5 years or more of continuous service but less than 10 years of continuous service as of January 1st of any year	168 hours

10 years or more of continuous service but less than 20 years of continuous service as of January 1st of any year	**216** hours
An employee who has completed 20 years or more of continuous service as of January 1st of any year	252 hours

One added 12-hour shift for each two (2) years of continuous service as of January 1 more than 20 years of continuous service (ie: 5 added shifts after 30 years). These changes take place as of January 1, 2024.

36.02 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

Employees shall submit their vacation request by March 1st of each calendar year. Vacation will be granted based on seniority. Furthermore, the schedule covering the summer period from July 1st to Labour Day (inclusive) shall be posted no later than June 1st of the respective calendar year. All vacation request not submitted by March 1st shall be granted on a first come, first served basis.

The Employer shall make all reasonable efforts to allow up to seven (7) full-time employees off on vacation at any one time. Such request shall not be unreasonably denied, but shall be subject to operational requirements. A full-time employee participating in a job share arrangement is not counted against the seven (7) full-time employees referenced in this article.

36.03 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workplace Safety and Insurance Board benefits), leaves of absence or other unpaid periods (except leaves for Union business), which absence exceeds thirty (30) cumulative days during the period of qualifying the employees for vacation.

36.04 An employee who leaves the employ of the Employer for any reason, shall be paid the vacation allowance due to **them** at the time of their termination as provided herein or return to the employer any allowance taken but not yet earned by the employee at the time of their termination.

36.05 Vacations shall not be cumulative from vacation year to vacation year, with the vacation year being January 1st to December 31st.

36.06 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Employer, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Employer will pay the employee, prior to the employee proceeding on vacation, the pay to which the employee is entitled to receive on the paydays occurring during the employee's vacation period.

36.07 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

(b) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.

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

ARTICLE 37 LEAVE OF ABSENCE, SICK TIME AND PERSONAL DAYS

37.01 **Effective of Leave of Absence**

In the event of an employee's absence without pay from the Employer exceeding thirty (30) continuous calendar days, the employee will not accumulate service for any purpose under the Collective Agreement for the duration of such absence. The employee's service date is appropriately adjusted on a pro-rata basis, effecting benefit payments, salary, and vacation entitlement progression.

During such absences, the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Employer to prepay to the Employer the full premium of such subsidized employee benefits for the entire period of the leave, to ensure the employee's continued coverage.

In the event of an employee's absence without pay from the Employer exceeding sixty (60) continuous calendar days, the employee will not accumulate seniority for any purposes under the Collective Agreement for the duration of such absence.

Notwithstanding the above, where an employee is on sick leave or receiving WSIB, or has qualified for WSIB and is awaiting payment, seniority for all purposes shall continue for a maximum of twenty-four (24) months.

Note: The Maternity and Adoption Leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

37.02 **Sick Leave & Long Term Disability**

(a) Effective January 1, of each year, each employee will be issued 96 hours of sick leave credits. The Employer will pay out one hundred percent (100%) of the unused sick leave credits within thirty days of December 31st of each year.

New hires in any given year will receive sick leave credits on a pro-rate basis (based on the regular straight hours anticipated to be worked for the balance of the year compared against either 2,080 hours or 2,184 hours, whichever schedule the new employee is to work at the time of hiring). On termination of employment for any reason, the terminated employee shall be paid the sick leave credits earned

by the employee at the time of the termination or return to the Employer any sick leave credits taken by the employee but not yet earned at the time of termination on a pro-rata basis (based on the regular straight hours worked compared against either 2,080 hours or 2,184 hours, whichever schedule the terminated employee is working at the time of termination).

(b) To be paid sick-time for any absence on a pm shift an employee must notify the Employer at least three (3) hours prior to the beginning of the employee's shift of the absence. For the am shift absence, the employee must endeavour to provide at least three hours notice but not less than 1 hour and 30 minutes.

(c) The sick-time plan is designed for legitimate illness of the employee but up to **four (4)** shifts may be accessed for personal reasons. When a sick leave is claimed, the employee may be required to furnish proof of illness by a medical certificate, and if it is not so furnished, the employee will not be entitled to sick leave pay providing the Employer may also take such other disciplinary action as may be deemed necessary.

(d) The Employer will pay 100 percent (100%) of the billed premium towards coverage of eligible employees under a short-term disability plan within the current group health benefit plan. An employee will be eligible for short-term disability benefits on the 1st calendar date of injury or the 4th calendar day of illness and will receive seventy-five percent (75%) of their regular basic earnings at the time of the occurrence for a period not to exceed thirty (30) weeks.

(e) The Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the existing long-term disability portion of the group health benefit plan. The long-term disability plan will provide payment after thirty (30) weeks of continuous disability.

(f) Notwithstanding anything else contained in this Agreement, the Employer will continue to pay its share of the health and welfare premiums for:

(i) Up to thirty (30) weeks for an employee who is off on non-occupational disability.

(ii) Up to twelve (12) months while an employee is on Workplace Safety and Insurance Board benefits.

(g) An employee who is absent from work as a result of an illness or injury sustained at work and who has been waiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one (1) complete pay period may apply the to the Employer for payment equivalent to the benefit the employee would be entitled under the short-term disability plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written understanding satisfactory to the Employer that all payments will be refunded to the Employer following final determination of claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term

disability plan. Any payments under this provision will continue for a maximum of thirty (30) weeks.

(h) The Employer reserves the right to obtain an opinion regarding the ability or inability of an employee to work from a physician in the speciality concerned, on the understanding that the employee will not be liable to pay any fee for such examination. It is agreed that this opinion will be final, provided that within a period of not more than four (*4) days following such examination, the employee and or the Union may make representations for the consideration of the physician concerned prior to the release of the opinion. It is also agreed that the report of the specialist will be made available to the Union on request, providing the specialist agrees. The parties are to mutually agree on the specialist.

The Employer will pay for a doctor's note to a maximum of thirty dollars ($30.00) anytime one is requested by a member of the management team. It is agreed that a receipt must be provided.

37.03 Quarantine Pay

Paramedics, who are under quarantine by order of the local Medical Officer of Health and not permitted to work as a result of an exposure during the normal performance of their duties at Medavie Elgin EMS, will be paid at their regular wage rate for a maximum of ten (10) regular scheduled shifts. Any money paid by WSIB or STD as a result of time lost during the quarantine shall be assigned to Medavie Elgin EMS. Part-time paramedics will be paid based on pre-scheduled shifts in 21 day period but no more than 10 regular shifts.

ARTICLE 38 REPORTING PAY

38.01 Employees who report for a scheduled shift will be guaranteed at least three and three quarters (3 ¾) hours of work, or if no work is available, will be paid at least three and three quarters (3 ¾) hours unless work is not available due to conditions beyond the control of the Employer. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

ARTICLE 39 CALL BACK

39.01 An employee called back to work to work after leaving the premises who reports to work outside their normal scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at time and one-half their regular straight time hourly rate. For purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

39.02 In lieu of call back pay, an employee may take equivalent time off with pay at a mutually agreeable time within thirty (30) days following the call back or such longer period as may

be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 39.01.

ARTICLE 40 UNIFORMS

40.01 (a) The Employer agrees to make available one three in one jacket, four pairs of trousers, four shirts (**five shirts and trousers effective January 1, 2024**), one pullover with reflective tape, and one pair of gloves as may be specified by the Employer to Paramedics who are required by the Employer to wear such clothing. The clothing shall be and remain the property of the Employer, clothing which, in the opinion of the employer, is worn out shall be returned to the Employer before being replaced. Upon termination of employment, all clothing provided by the Employer shall be returned to the Employer.

(b) Where an employee is required to wear safety footwear in compliance with the *Occupational Health & Safety Act,* such footwear shall be paid for by the Employer, up to $210 per 2184 hours worked on an as needed basis. The Employer shall make the effort to have a safety footwear representative visit the job site for fitting of footwear. The employee will submit the receipt for reimbursement. It shall be the responsibility of the employee to keep such footwear in good condition and it is understood that the footwear is to be used during the course of the employee's duties at work only. In the event that footwear is damaged during the normal course of the employee's duties to the extent that it is not repairable, then the Employer shall replace such footwear at the Employer's expense.

(c) Raincoats with hood or hat will be provided to each employee.Three (3) uniforms in good repair and property marked with name tags will be laundered per week per employee of the Ambulance Department without charge by the Employer. 40.02 Three (3) uniforms in good repair and property marked with name tags will be laundered per week per employee of the Ambulance Department without charge by the Employer.

40.02 Three (3) uniforms in good repair and property marked with name tags will be laundered per week per employee of the Ambulance Department without charge by the Employer.

ARTICLE 41 HEALTH & WELFARE PROGRAM

41.01 The Employer agrees to pay one hundred percent (100%) of the billing rate of billing received of the Ontario Health Insurance Plan (OHIP) for all employees eligible under the Plan.

It is agreed that this provision is currently inapplicable and therefore has no effect on the parties. Should there be a future legislative reinstatement of the former billing rate under the Ontario Health Insurance Plan (OHIP), the parties further agree that this provision will be effective again and its obligations applicable to the parties.

41.02 The Employer agrees to pay one hundred percent (100%) of the billing rate of billings received of the Group Life Insurance Plan for employees eligible under the Plan.

41.03 The Employer agrees to pay eighty-five percent (85%) of the billing rate of billings received pertaining to the Group Extended Health Care Plan ($10.00-$20.00 deductible) for employees eligible under the Plan with coverage to include glasses at a maximum of $300.00 dollars **($400 effective January 1, 2024)** every **24** months and hearing aids to a maximum of $500.00 every three (3) years. The provision for private duty nursing services contained in the Plan shall be limited to a maximum of ninety (90) eight (8) hour shifts per year.

The Employer agrees to pay one hundred percent (100%) of the billing rate for billings received pertaining to the Group Extended Health Care Plan.

Paramedical services coverage under the Plan shall be, during the term of the Collective Agreement, as follows:

January 1, 2024 - $700.00 annually; and
Increase in psychological services to $1500

Effective April 1, 2024, part time employees will have access to insured mental health support services to a limit of $1500 per year. The insured mental health services shall be for the employee only, but shall be the same services and limits as provided to full time employees.

41.04 The Employer shall contribute **one-hundred percent (100%)** of the billed premiums towards coverage of eligible participating employees under the Dental Plan (Blue Cross # 9 or its equivalent – 1 year lag on the current O.D.A. Schedule) in the active employment of the Employer and such employees shall pay the remaining premium through payroll deduction.

Dental recall changes from six (6) months to nine (9) month recall.

Orthodontics on a fifty-fifty (50/50) co-pay system to a maximum of $1,000 per lifetime, per person, for eligible participating employees.

41.05 The Employer agrees to pay one hundred percent (100%) of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Employer eligible for coverage.

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

41.07 The policy of the Employer to make available pension coverage under OMERS for its employees subject to the provisions of this Pension Plan will be continued during the term of this Collective Agreement.

41.08 The benefit plans contained in Article 41.03 will be amended to cover dependents until age twenty-five (25) while those dependents are still attending post-secondary institutions.

41.09 Eye exams every twenty-four (24) months capped at **$100.00** per employee, January 1, **2024**.

41.10 Spousal life insurance maximum benefit is $20,000.00; dependant life insurance maximum benefit is $5,000.00.

41.11 Basic AD&D – Two (2) times annual salary to next highest $1,000.00 maximum benefit $250,000.00;

Basic life insurance – two (2) times annual salary to next highest $1,000.00, maximum benefit $150,000.00.

ARTICLE 42 JOB CLASSIFICATION & RATES

42.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to Job Classification and minimum and maximum rates of pay for all employees, subject to the provisions of this Agreement, effective starting on the dates indicated.

42.02 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive the date that notice of the rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Employer.

ARTICLE 43 PARAMEDIC CERTIFICATION

43.01 Deactivation/Decertification by Base Hospital and/or Ministry of Health.

(a) The Employer will pay the cost of tuition for ACP training.

(b) The Employer will also pay the employee their normal weekly wages during the period of clinical training and preceptorship. However, should either the clinical or preceptorship phase of the training require an extension beyond the normal period of training, the employee will be required to take a leave of absence without pay for such an extension in the training.

(c) The employee will be responsible for arranging time off during the period of didactic training. In this regard, the Employer will co-operate with the employee to allow the employee to exchange shifts or to re-schedule hours lost during the period of didactic training.

(d) As a condition of receiving ACP training, a full-time employee who successfully completes such training shall not terminate their full-time employment with the Employer for the three (3) year period subsequent to the completion of the training. In the event that such employee terminates their full-time employment for any reason, it is agreed that the employee shall immediately repay the Employer for the cost of the tuition previously paid by the Employer and that such tuition will be a debt owed by the employee to the Employer. Further, the Union agrees that the Employer may withhold from payment to such employee all wages owed to the employee upon their termination.

(e) The selection process for filing of ACP training positions within the bargaining unit will be based on the following factors:

(i) Each Applicant must possess: Current certification as A-EMCA

(ii) The successful completion, as determined by the teaching facility, of the entry requirements with respect to length of service and the examination established by such teaching facility.

(iii) Company based seniority.

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

43.03 Should the employee successfully achieve certification, the Paramedic 2 (Land Ambulance) rate of pay will then apply.

43.04 All employees will be required to maintain certification in all delegated medical acts which are required by the Employer.

43.05 Deactivation/Decertification by Base Hospital and/or Ministry of Health.

(a) An Advanced Care Paramedic (ACP;P2) who is decertified by either Base Hospital or the Ministry of Health will be eligible .to return to their previously held status as a Primary Care Paramedic (PCP;PI) provided they maintain the required certifications for this status. Upon recertification, the paramedic will resume their status prior to decertification.

(b) Any paramedic who is temporarily deactivated must take the first available remedial training. Upon reactivation, the paramedic will resume their status prior to deactivation.

Should a paramedic be temporarily deactivated the employer will continue the regular salary for up to one (1) week or until reactivated, whichever is earlier. It is understood that the employer has the right to assign alternate duties during this period until the paramedic re-qualifies.

(c) A Primary Care Paramedic who is decertified by either Base Hospital or the Ministry of Health will be given a leave of absence without pay or benefits but with no loss of seniority accumulation for a period not to exceed six (6) months. It is the responsibility of the paramedic to arrange recertification during this period. Upon recertification during this period, the paramedic will resume their vacated Primary Care Paramedic status. If not successful during this period, **they** will cease to be an employee.

If the leave extends beyond thirty (30) days, the employee will have the option of paying their benefit premiums for the duration of the leave of absence.

(d) The granting of a leave of absence under this section is not a disciplinary sanction. It is without prejudice to the right of the Employer to discipline the employee for the events leading to deactivation or decertification, subject to the right of the employee to file a grievance challenging any such discipline under the terms of the collective agreement.

43.06 An employee who voluntarily leaves the training program or is involuntarily removed from the program will be eligible to return to their previous status. An employee who voluntarily leaves the program will not be eligible for further training for a five year period.

PART-TIME BARGAINING UNIT

ARTICLE 44 SENIORITY

44.01 An employee will be considered on probation until after they have completed **seven hundred and fifty (750)** hours of work in the part-time bargaining unit within any twelve (12) calendar month period. Upon completion of such probationary period, the employee will attain seniority and their name will be placed on the seniority list for this bargaining unit and they will be credited with such hours worked. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Employer and the discharge of a probationary employee may be subject to the grievance or arbitration procedures.

In addition, employees on probation must provide proof of Advanced Emergency Medical Care Assistant ("AEMCA") certification within their probationary period. For any reason should a probationary employee not be able to provide proof of certification, their probation will be extended to provide them with reasonable time to provide this certification. Extensions will not exceed **the time limit prescribed pursuant to the *Ambulance Act*.**

Any other extension for reasons not covered above may be granted with the agreement between the Employer and the Union.

44.02 Seniority credited as provided above will thereafter accumulate on the basis of hours worked within the bargaining unit.

44.03 A seniority list will be posted on the official bulletin boards and will be revised at least semi-annually according to the records of the Employer. The posting shall be no later than January 31 and July 31 and shall be calculated as of the of the pay period ending closest to December 31 and June 30 respectively. The respective last dates of hiring of employees with seniority will also appear on the posted seniority list. The Employer will supply copies of the seniority list to the Chairperson of the Union Committee and the local Union Office.

44.04 Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time bargaining unit are considered to be suitable to fill such vacancies, consideration will be given to applications from employees in this bargaining unit to fill such vacancies prior to consideration of persons not employed by the Employer. Where the Employer fills such vacancies from among applicants from this bargaining unit, the Employer's decision shall be based primarily upon its opinion as to qualifications, skill, ability, experience, and suitability for the particular vacancy of the employee concerned. Where these factors are equal in the opinion of the Employer, the applicant with the greatest seniority will be given preference provided they are qualified to perform the job. Seniority for the purposes of this provisions shall be calculated as of the end of the most recent pay period.

44.05 (a) An employee who transfers from full-time to part-time status on or after January 1, 1980 will be given credit for the full-time seniority they had prior to the transfer on the basis of one (1) year of full-time seniority = 1,650 hours worked as part-time.

(b) An employee who transfers from part-time to full-time status on or after January 1, 1980 will be given credit for the part-time seniority they had prior to the transfer on the basis of 1,650 hours worked as a part-time = one (1) year of full-time seniority. For purposes of calculating the credit to be given, the Employer will take the hours worked by the employee which are listed on the most recent part-time Seniority List prior to the date of the transfer and add to them the part-time hours worked by the employee from the date of that list to the date of the transfer.

(c) It is agreed by both parties that all references to 1650 hours and any derivative of 1650 hours shall be changed to reflect 1800 hours throughout the entire contract on a go forward basis from June 20, 2005.

(d) It is agreed by both parties that all references to 1800 hours and any derivative of 1800 hours shall be changed throughout the Collective Agreement to 2080 hours for an employee working a forty (40) hour work week or 2184 hours for an employee working a forty-two (42) hour work week, on a go forward basis, effective July 3, 2008.

(e) A full-time bargaining unit member may drop down to the part-time bargaining unit at any point regardless of whether there is a vacancy or not. A minimum four (4) weeks' notice is required.

44.06 Where the Employer has decided that it needs to increase the complement of the part-time bargaining unit, applications from employees in this bargaining unit will be given consideration before going outside the bargaining unit. Part-time needs will be posted for seven (7) calendar days on the Unifor bulletin board.

Where the Employer fills such vacancies from among applicants from this bargaining unit, the Employer's decision shall be based primarily upon its opinion as to qualifications, skill, ability, experience, availability and suitability for the particular vacancy of the employee concerned. Where these factors are equal in the opinion of the Employer, the applicant with the greatest seniority will be given preference provided they are qualified to perform the job.

ARTICLE 45 LOSS OF SENIORITY RIGHTS

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

(a) have been laid off for 30 months;

(b) resigns;

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

(d) is retired;

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

(f) if an employee has been laid off and fails to notify the Employer within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) of their intent to return to work within ten (10) working days after the employee has been notified by the Employer through registered mail addressed to their last address on the records of the Employer;

(g) fails to return to work upon the expiration of a leave of absence granted by the Employer, without permission in writing from the Employer;

(h) An employee declares themself available as per the scheduling Article (47.08 b) and who has been notified in writing that this is not acceptable and continues to be unavailable. Copies of such notification will be forwarded to the Union.

ARTICLE 46 LAYOFF & RECALL

46.01 **Notice of Layoff**

(a) (i) Union

There shall be at least four (4) month's notice to the Union in the event of a proposed layoff of a permanent or long-term nature, or in the event of significant changes impacting the bargaining unit.

(ii) Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in i) above shall be considered notice to the Union of any subsequent layoff.

(b) Employees

In the event of a proposed layoff of a permanent or long-term nature, the Employer shall provide to the affected employee(s), if any, who will be laid off or whose job will be eliminated, with no less than four (4) months written notice of layoff, or pay in lieu thereof.

46.02 **Severance and Retirement Options**

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above, an employee with more than twelve (12) months service with the Employer, who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

(b) Retirement Allowance

Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature, may retire provided that the employee is eligible to retire under the terms of the Employers of Ontario Pension Plan (OMERS). An employee who chooses this option forfeits their right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Employer to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, part-time employees will receive a lump sum payment equal to $1,000 for every year less than age 65, to a maximum of $5,000.

Note: The Employer may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

(c) A part-time employee who has completed one year of service and:

(i) whose layoff is permanent, or

(ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this article, shall be entitled to severance pay of one week's pay per year of service, minimum of two weeks to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an

employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while their recall rights are still in effect. Once an employee does opt to receive the severance payment, they shall be deemed to have resigned, and their recall rights shall be extinguished.

46.03 **Layoff**

(a) In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, providing that the employee(s) who remain on the job have the ability to perform the work available.

(b) opt to receive a separation allowance as outlined in Article 46.02 or

(c) opt to retire, if eligible under the terms of the Employers of Ontario Pension Plan (OMERS), or

(d) An employee who is subject to layoff shall have the right to either:

(i) accept the layoff; or

(ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the part-time bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly wage rate.

(e) Only when an employee has exhausted the layoff process under points d) i) & ii) above would they have the right to displace an employee in a higher classification. A laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in the classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 10% of the laid off employee's straight time hourly rate provided they can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

(f) The decision of the employee to choose an option outlined in 46:03 b), c), d) or e) above shall be given in writing to the designated Employer representative within fourteen (14) days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff. If more time is required, the request will not be unreasonably denied.

46.04 **Recall**

(a) An employee shall have opportunity of recall from a layoff to a part-time vacancy, in order of seniority, provided the employee has the ability to perform the duties without training other than orientation, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

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

(c) An employee recalled to work in a different classification from which the employee was laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within one (1) year of being recalled.

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

(e) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) calendar days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and .the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

46.05 **Temporary Recall**

Employees on layoff or notice of layoff shall be given preference for temporary part-time vacancies which are expected to exceed ten (10) working days provided the employee has the ability to perform the duties without training other than orientation. Acceptance of a temporary vacancy shall not constitute a recall from layoff unless the temporary vacancy is anticipated to exceed ninety (90) calendar days. An employee to whom a temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain their position on the recall list. An employee on layoff who accepts a temporary vacancy shall be paid the wage for the work and the 14% percent in lieu of benefits.

46.06 A laid-off employee. shall retain the right of recall for a period of thirty (30) months from the date of layoff.

ARTICLE 47 HOURS OF WORK

47.01 The hours of work will be as scheduled by the Employer. For purposes of computing time, Sunday shall be the first shift of the calendar week.

47.02 For shifts affected by the change from Daylight Savings Time to Standard Time and vice versa, the employee shall be paid for hours actually worked. In the spring, the night shift

shall receive one (1) hour less and in the fall, an extra hour shall be paid at the applicable regular straight time hourly rate. It is understood that the reference to "regular straight time hourly rate" does not preclude an employee from receiving a premium under the agreement that the employee qualifies for with the exception of overtime premium.

47.03 The Employer and the Union, recognize the emergency nature of the employer's business and the scope of employment being related to emergency service, find that it may not be possible to have regularly scheduled rest periods or meal breaks for employees on shift. The Employer will request that meal breaks and rest periods as defined below will be taken at such time so that they shall not be interrupted by Code 1 and Code 2 calls, which may be deferred to a later time.

Employees who work a twelve (12) hour shift shall be entitled to two (2) meal periods of thirty (30) minutes each. Should a meal period be interrupted for response to emergency calls the meal period will recommence once the emergency call(s) is completed (maximum of thirty (30) minutes per meal period) and the crew has returned to base where practical. Where not practical to return to base due to distance/time constraints, every effort will be made to provide the crew with an appropriate location to take a meal break.

If crews exceed five (5) hours in their shift without a meal break, they must contact the Duty Manager to advise of the situation. The duty manager will make every reasonable effort to accommodate a meal break.

Extended Shift: 12 Hour shifts
2-15 minute paid breaks (rest periods)

2-30 minute paid meal breaks

Eight (8) Hour Shift:
2-15 minute paid breaks (rest periods)
1-30 minute paid meal breaks

47.04 An employee who is called into work a shift within one (1) hour of the commencement of the shift as a replacement for an absent employee and who reports to work within one (1) hour after being called, will be paid for the full shift, provided the employee works the remaining scheduled hours of the shift.

47.05 If the Employer cancels a shift of an employee, the Employer shall give the employee twelve (12) hours notice before the start of the shift. The changing of a shift for another is not considered a cancellation of a shift. If an employee's shift is cancelled, they will be offered the next shift that becomes available that the employee is available to work. The rotational shift-filling list will not be altered except to offer a shift to the employee who had their shift cancelled, the list will pick up where it left off before the cancellation.

47.06 It is agreed that regular work schedules shall not include split shifts.

47.07 The Employer shall provide at least twenty-four (24) hours notice of change of schedule to the employee concerned and in any event, the Employer will endeavor to keep such changes to a minimum. If the schedule changes are made without such notice, the first

altered shift worked by an employee within the twenty-four (24) hour period shall be paid at the rate of one and one-half their regular rate of pay.

47.08 **Part-time Scheduling for the quarterly scheduling period**

(a) Scheduling shall be determined by the Employer to maintain adequate and capable employees in order to provide proper care and coverage subject to the provisions of this Agreement.

(b) Part-time employees shall be scheduled on a quarterly basis. Each quarter shall consist of a twelve (12) to fourteen (14) week schedule. Failure to meet the availability of the assigned category will result in potential disciplinary procedures up to and including dismissal.

Part-time employees are allowed to reduce their availability by two (2) one (1) week blocks for vacation entitlement per year. An employee with five (5) or more years continuous service may reduce their availability by three (3) one (1) week blocks.

(c) Quarterly schedules will be posted two (2) weeks in advance .

(i) Part-time employees will be expected to maintain availability of:

- **On a 12 week quarter, shall be available for 26 shifts, 12 of which will be on weekends, 2 weekend shifts per pay period;**
- **On a 14 week quarter, shall be available for 30 shifts, 14 of which will be on weekends, 2 weekend shifts per pay period;**
- **A weekend will be defined from 1900 Friday to 0900 Monday;**
- **Availability for a day shift will be defined as 0700 to 2300, and availability for a night shift is defined as 1900 to 0900;**
- **To count as a shift of availability, it must include all hours in the above day or night window;**
- **An employee may show availability for a narrower time window. This shall not count against the employee's required availability unless they are assigned that shift, in which case it shall count as one shift against their required availability;**
- **Availability for all shifts in a 24-hour period shall count as one shift;**
- **Availability shall be equitably divided between day and night shifts and across the quarter;**
- **To work alternating Christmas period (includes Christmas Day and Boxing Day) or New Year's Day. Job shares are not expected to work alternating Christmas/New Years Day.**

(ii) Prior to the posting of the schedule, hours will be distributed to the part-time job share staff as per the usual process then available shifts will be assigned in blocks over the two week pay periods; during the quarterly scheduling period to the most senior part– time staff. They will be assigned two (2) shifts each until all part-time staff have been assigned two shifts;

taking into consideration an employee's availability, and ability to do the work in accordance with their restrictions

(iii) Once all part-time staff have two (2) assigned shifts from the available pool of shifts and there are more available shifts to be assigned; the remaining available shifts will be assigned following the order of seniority of part-time by assigning one shift each until all remaining shifts are assigned; taking into consideration an employee's availability, and ability to do the work in accordance with their restrictions.

(iv) All part-time employees will indicate their availability in accordance with the above language by the prescribed method (scheduling tool) by 15:00 hours on the Friday, four (4) weeks prior to the posting of the quarterly schedule. A part-time employee, when submitting, must indicate their availability for all dates available. If their availability is not submitted, the employees will not be scheduled for any shifts/assignments and may be required to attend a meeting to discuss work expectations regarding availability.

A part-time employee, other than a part-time employee participating in a job share, may elect to limit their shifts by capping their work hours at forty-eight (48) hours per pay period within the quarter. The employee must submit such request by email simultaneous with the submission of their availability. Once the employee has been assigned or accepted forty-eight (48) hours in the pay period, thy may remove or reduce all further availability in that pay period. The Employer has no obligation to offer additional shifts above the forty-eight (48) hour limit.

In the event that a staff member becomes unavailable and they are not currently scheduled to work, it is the employee's responsibility to update their availability. Employees are expected to maintain the availability standard in accordance with (i).

(v) Notwithstanding (iv) above, all part-time employees shall submit availability for the time block which includes July 1st to Labour Day (summer period). This will be submitted by March 1st to plan for the vacation schedule.

(vi) Following the posting of the quarterly schedule, part-time employees shall be placed on a call-in list in order of seniority, hours will be assigned on a sequential basis by seniority while keeping consideration of an employee's availability and ability to do the work in accordance with their restrictions. A record of call-ins shall be available to staff and will be kept up-to-date should any disputes arise. The most current seniority list will be used. If an available shift is five (5) or more days out, the shift shall be assigned to the employee based on their posted availability and the employee shall be advised by email of the particulars of the assigned shift (date, time and location). Employees will be contacted for shifts which commence in less than five (5) days. For shifts available with less than five (5) days' notice, employees are expected to reply to calls and texts, and employees are expected to accept shifts for which they have indicated availability.

(vii) A shift will be deemed offered when a call or text is placed to an employee. If an employee notifies their Employer they are not available, there is no obligation on the Employer to try to contact the employee. It is expected that an employee will work all scheduled shifts. Should the shift that is being assigned commence in less than 4 hours no grace shall be given for call backs from the employee to accept the shift if a message is left for them. If the shift being assigned commences in greater than 4 hours' time consideration will be given for the employee to call back within 10 minutes to accept the shift.

An employee who accepts an offered shift from the Employer will work the shift offered by the Employer, unless arrangements satisfactory to the Employer are made.

(viii) New employees hired between posting of a new call-in list will be placed at the end of that list.

(ix) When a shift needs to be filled due to replacing an employee that is working or when there is one hour or less notification of a shift that needs to be filled, management may fill the shift at their discretion. Filling an emergency shift will not alter the order of the rotational shift-filling list.

ARTICLE 48 OVERTIME CONDITIONS

48.01 It is understood that the Employer will not regularly schedule an employee to work more than forty-two (42) hours per week except in cases of emergency.

48.02 It is understood and agreed that where Paramedics are scheduled to work eight (8), ten (10), or twelve (12) hours in a day, they will be paid for such time at their regular straight time hourly rate of pay. With this understanding, it is agreed that any hours worked by Paramedics in excess of eight (8), ten (10) or twelve (12) hours in the day or in excess of eighty-four (84) hours in a two (2) week pay period, and authorized by a senior Employer, will be counted as overtime worked and will be paid for at the rate of time and one half their regular straight time hourly rate of pay.

ARTICLE 49 PAID HOLIDAYS

49.01 An employee who is required to work on any of the following Employer Holidays will receive pay at the rate of one and one-half (11/2) the employee's regular straight time hourly rate of pay for work performed on such a holiday.

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day

Canada Day (July 1)
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

49.02 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holidays (00:01 hrs to 24:00 hrs) where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift. This article will apply notwithstanding any other article in this agreement.

49.03 **An employee already scheduled for full-time hours, and who is not scheduled to work on a paid holiday, shall be paid at double time (2x) when called in to work on a paid holiday.**

ARTICLE 50 VACATION PAY

50.01 All part-time employees shall be paid vacation pay based on the following formula:

Start of Employment	4% of earnings
More than 4,950 hours worked	6% of earnings
More than 13,200 hours worked	8% of earnings
More than 23,100 hours worked	10% of earnings
More than 37,950 hours worked	12% of earnings

In the event of the death of an employee the employee's estate shall receive any vacation monies accumulated but not paid out to the employee.

ARTICLE 51 LEAVE OF ABSENCE

51.01 **Pay For Educational Courses**

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

51.02 **Effect of Leave of Absence**

In the event of an employee's approved leave of absence without pay from the Employer exceeding sixty (60) continuous calendar days, the employee will not accumulate seniority for any purpose under the Collective Agreement for the duration of such absence.

Notwithstanding the above, where an employee is on WSIB, or has qualified for WSIB and is awaiting payment, seniority for all purposes shall continue for a maximum of twenty-four (24) months. Seniority will be calculated based on the average hours worked in the twenty-six (26) week period prior to the last day worked.

ARTICLE 52 MINIMUM ALLOWANCE

52.01 An employee scheduled to work and so reporting shall be assigned work for at least half of the hours scheduled, or will be paid at their regular straight time hourly rate of pay for a total of half of the hours scheduled, unless the employee has refused to perform any work assigned.

52.02 This provision shall not be applicable, if the employee, after not working on their immediately preceding scheduled shift, has so reported without having notified the Employer of their availability to work.

ARTICLE 53 EMERGENCY WORK

53.01 An employee called back to perform emergency work after completing their regular shift, and after having left the Employer, shall be paid for a minimum of three (3) hours or the hours available prior to their next scheduled shift, whichever is the lesser at the rate of time and one-half, computed at the regular straight time hourly rate for the job classification.

ARTICLE 54 UNIFORMS

54.01 The Employer agrees to make available one three in one jacket, three (3) pair of trousers, three (3) shirts, one (1) pullover with reflective tape, and one pair of gloves as may be specified by the Employer to Paramedics who are required by the Employer to wear such clothing. If the part-time employee works more than 1200 hours in a calendar year, such part-time employee will receive an extra pair of trousers and shirt. The clothing shall be and remain the property of the Employer, clothing which, in the opinion of the employer, is worn out shall be returned to the Employer before being replaced. Upon termination of employment, all clothing provided by the Employer shall be returned to the Employer.

54.02 Where an employee is required to wear safety footwear in compliance with the Occupational Health & Safety Act, such footwear- shall be paid for by the Employer up to the sum of two hundred and ten dollars ($210.00) per 2,184 hours worked. The Employer shall make the effort to have a safety footwear representative visit the job site for fitting of footwear. The employee will submit the receipt for reimbursement. It shall be the responsibility of the employee to keep such footwear in good condition, and it is understood that footwear is to be used during the course of the employee's duties at work only. In the event that the footwear is damaged during the normal course of the employee's duties to the extent that it is not repairable, then the Employer shall replace such footwear at the Employer's expense.

ARTICLE 55 BENEFITS ALLOWANCE

55.01 The employee shall receive in lieu of health and welfare benefits, holiday pay and income protection, a premium of fourteen percent (14%) of their regular straight time hourly rate for each hour worked. Article 49.01 deals with employees working on a holiday and is in addition to this article.

For greater certainty, it is agreed and understood that this premium in lieu of benefits shall not be included in any hourly or other rate on which a multiple of time and one half or any other multiple is applied for purposes of computing overtime worked, work performed on a Employer Holiday, or otherwise.

ARTICLE 56

56.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to Job Classification and minimum and maximum rates of pay for all employees, subject to the provisions of this agreement.

56.02 A job classification will not be changed for the purpose of evading payment of the minimum rates herein set out, but in the event of necessity and after consultation with the Union, the right is reserved to the Employer to create new classification or to abolish or otherwise vary present classifications and to fix rates accordingly.

56.03 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The Decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Employer.

56.04 If the employee is to perform duties (render care) while volunteering, they shall be paid as call back (three (3) hours at one and one half (1.5) times the rate of regular pay).

Dated this 31st day of January , **2024**

FOR MEDAVIE EMS ELGIN ONTARIO INC.

FOR UNIFOR, LOCAL 302

SCHEDULE "A" - WAGE SCALE

Wage Schedule Increases April 1, 2023 – March 31, 2027

Class		Start	6 Months	12 Months	24 Months
AEMCA	1-Apr-23	$ 40.03	$ 40.72	$ 41.45	$ 42.17
Non-AEMCA	1-Apr-23	$ 34.98	$ 35.68	$ 36.43	$ 37.14
AEMCA	1-Apr-24	$ 41.23	$ 41.94	$ 42.69	$ 43.43
Non-AEMCA	1-Apr-24	$ 36.03	$ 36.75	$ 37.52	$ 38.26
AEMCA	1-Apr-25	$ 42.46	$ 43.20	$ 43.97	$ 44.74
Non-AEMCA	1-Apr-25	$ 37.11	$ 37.85	$ 38.65	$ 39.40
AEMCA	1-Apr-26	$ 43.74	$ 44.49	$ 45.29	$ 46.08
Non-AEMCA	1-Apr-26	$ 38.22	$ 38.99	$ 39.81	$ 40.59

10% over and above AEMCA for P2

Note: Employee's will be paid the regular rate of pay for additional events not classified as overtime such as hockey games, air shows, public events where it is a paid event at which time the paramedic may be required to render care. Such opportunity will be offered to the part-time paramedics first.

LETTER OF UNDERSTANDING—LOSS OF DRIVER'S LICENCE

An employee who has their driver's licence temporarily revoked will be considered on a leave of absence without pay for the duration of the licence suspension on the first occasion that their licence is suspended during their employment by the company.

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

LETTER OF UNDERSTANDING - EMPLOYMENT STANDARDS ACT (ESA) - PERSONAL EMERGENCY LEAVE

Under the ESA which allows up to 10 days of Personal Emergency Leave each calendar year it is clearly understood that Collective Agreement's (Employee Contracts) providing a greater right or benefit will apply.

It is understood that the Collective Agreement provides a greater benefit than that of the ESA as up to 96 hours (8-12 hour days) of Paid Leave are within the contracted requirement. As the ESA outlines, 10 days (or occurrences) in a calendar year, it is agreed that after 8 days (occurrences) have been exhausted that an employee would be allowed two additional days (occurrences) before the allowances under the ESA requirements have been exhausted.

In terms of how this process would work, it is agreed that the following will outline what should be expected by both parties. Of the 10 ESA days in a calendar year, those days either paid or unpaid will be managed in the following way:

- The 96 hours of Paid Leave where applicable will be withdrawn from the employee's bank.
- As per the Collective Agreement it is agreed that up to a maximum of 3 paid shifts (occurrences) may be accessed for personal reasons other than legitimate illness.
- As per the ESA requirement the employees may access an additional 2 days (occurrences) over and above the Collective Agreement allowance.
- It is agreed by both parties that following the 10th day (occurrence) the employee will be subject to an attendance management program review. The employee will be made acutely aware of their shortcomings, in terms of meeting the standard of their employment agreement.
  Any further occurrences or absences may be subject to a non-disciplinary process in which the employee will be subject to termination

LETTER OF UNDERSTANDING – PROFESSIONAL DEVELOPMENT

The employer commits to a minimum of sixteen (16) hours of professional development for each paramedic per calendar year.

The sixteen (16) hours shall consist of the hours required for updates on new or revised technology, accreditation requirements and other matters appropriate to the profession.

Professional development may be on a scheduled work-day or a non-scheduled work day **at the employees discretion,** subject to class size/operational demands. Options may be provided and available for professional development.

Time spent in professional development is paid at straight time and shall not count as a shift for the purposes of overtime calculation or the assignment of hours to part-time employees.

Should a training session be less than 12 hours, staff opting attending on shift will be replaced from their shifts. Staff may use their banked time (vacation, OT banks, stats) to make up the rest of the hours.

Staff attending off shift will be paid at straight time. Permanent full-time employees who attend professional development on their scheduled day off have the right to bank the hours at straight time.

The current base hospital training shall not be counted towards the sixteen (16) hours. The foregoing is subject to the feasibility of conducting training in any year.

The employer shall consult with the union each year on the matter of professional development, specifically to seek input from paramedics on beneficial topics for professional development. The discussion may occur in the form of labour management committee or other such forum as the parties may agree.

LETTER OF UNDERSTANDING – DIVERSITY & INCLUSION

The parties are committed to promoting workplace diversity and inclusion, including but not limited to persons who identify as **Women, 2SLGBTQIA+, People with Disabilities**, Black, Indigenous, or racialized community.

The Union will identify a **racial justice** advocate to be included within their current complement of Union Representatives to address issues facing **Black, Indigenous, or racialized communities**.

The advocate will provide support for the employees at the workplace and assist with concerns such as racial discrimination and/or racial violence.

The Employer will recognize an employee who is elected by the Union as an advocate and should this representative require unpaid time off, such requests for time off shall not be unreasonably denied.

LETTER OF UNDERSTANDING – EXCESS HOURS OF WORK

The parties agree to meet within sixty (60) days following ratification to discuss end of shift management/excessive hours of work arrangements.

The discussion may occur in the forum of labour management or such other forum as the parties may agree.

LETTER OF UNDERSTANDING – MOBILE INTERGRATED HEALTH (MIH) PROGRAM

The Employer has received **temporary** funding to operate a trial Mobile Integrated Health Program ("MIH") operating under the following agreed to terms:

1. Based on program and operational requirements, the Employer **posted** in accordance with the collective agreement two (2) full-time temporary MIH positions in Fall 2022. As well, based on program and operational requirements, two (2) additional full-time temporary positions and two (2) part-time temporary **were** posted. **During the tenure of this agreement if any vacancies occur they will be filled in accordance with this LOU.**

2. Due to the nature of the program, for these roles job sharing is not permissible.

3. The rate of pay shall align with the AEMCA classification in Schedule "A" - Wage Scale of the collective agreement. Any changes to the rate of pay will be discussed during the upcoming bargaining of the Collective Agreement including the Schedule A. Any and all effective changes to the Schedule A shall also apply.

4. The Full-time incumbents will be scheduled for an average of forty-two (42) hours per week as per rotation.

5. Selection of successful candidates shall be in accordance with Article 31 of the Collective Agreement. Preference will be given in the hiring process to applicants with Employer provided training in Community Paramedicine. Applicants without the Employer provided Community Paramedicine training yet otherwise qualified will be considered after those with the appropriate certification. If successful, the Employer will provide the Community Paramedicine training to the successful applicant(s). The training will be provided at no cost to the Employee. It is understood that full-time employees will still have priority to full-time job postings regardless of training prior to a part-time employee posting into a full-time position.

6. In the event of additional MIH positions being approved, the roles becoming permanent in nature or vacancies arising, the Employer will post and fill those positions as per the collective agreement.

7. An Employee who accepts a Community Paramedicine position will have their former position held for them and treated as a temporary position/absence to be filled in accordance with Article 2 of the Collective Agreement. The parties agree that the timeline of 6 months for the temporary posting will be extended to one (1) year. If during the life of the agreement an employee is returned from the Community Paramedicine position they will return to their former position including line and base previously held prior to the transition into the Community Paramedicine position.

8. In the event of a layoff within Medavie Elgin EMS, as per the provisions under Article 30.03 (d) (ii) and Article 46.03 (d) (ii), if the laid off employees only option is to displace a junior employee in the Community Paramedicine position, the employer will provide the necessary training for that incoming employee at no cost. Any other employees displaced as a result will revert back to their former position and all other provisions of layoff and recall will apply.

9. During the life of the MOU paramedics may be offered the community paramedicine training if interested, up to a maximum of four paramedics to assist with coverage on a part-time basis

for full-time community paramedicine paramedics time off from work including but not limited to WSIB, vacation, sick, leaves of absence etc. The Employer will post an expression of interest for current staff to show interest in writing in being utilized as part-time community paramedicine paramedics. The posting will be up for 10 days after which the most senior will be offered the additional training opportunity at no cost. Staff on the additional training list will only be utilized after all current community paramedicine paramedics have been offered the opportunity/shift(s). The additional trained paramedic list will be updated as necessary. This part-time component of the Community Paramedicine Program will be offered to full-time then part-time paramedics. If a full-time paramedic is the successful candidate and they are being utilized as a community paramedicine paramedic, their regular paramedic shift will be covered as per the collective agreement. If a part-time employee is the successful candidate they will maintain their availability as per the collective agreement and it will be utilized in either role.

10. The Parties agree that Employees who currently hold a full-time job share will be eligible to apply and if they are the successful candidate they will then be relinquishing their job share in order to accept this role, either the full-time or part-time component of the community paramedicine program. Employees who currently hold a part-time job share will be eligible to apply and if successful they will not relinquish their job share and their availability will be submitted as per the collective agreement and utilized in either position.

11. This letter of understanding may be amended by agreement of both parties.

LETTER OF UNDERSTANDING – JOB SHARES

In the event of any Job Share arrangement being discontinued, during the life of this agreement, pursuant to Article 10.10 iii), the job share arrangement shall not be reposted for two years and the participants shall not be eligible to participate in another job share arrangement for two years.

Notwithstanding the above, the total number of effective job shares provided in Article 10.04 shall not be reduced below seven (7).

LETTER OF UNDERSTANDING – PART TIME VACATION

Notwithstanding Article 47.08 (b) regarding vacation for part time the parties agree that for the term of this Collective Agreement to the following:

In accordance with the Employment Standards Act, 2000,(ESA) employees are entitled to vacation time and vacation pay. Due to the nature of the part time role, vacation time can be used to reduce availability as recognized in 47.08

Where an employee does not have a regular workweek, entitlements are calculated using: the average number of days worked per workweek multiplied by the ratio of the length to the end of the year. As per the ESA, the employer can schedule vacation if required.

- Employees with less than five (5) years of employment are entitled to two weeks of vacation after each 12-month vacation entitlement year. Vacation pay is at least four percent (4%) of gross wage earned in the 12-month vacation entitlement year; and
- Employees with more than five (5) years of employment are entitled to three weeks of vacation time. Vacation pay is at least six percent (6%) of the gross wage earned in the 12-month vacation entitlement year.

Based on the above, part time vacation will be calculated based on the previous year of part time work from January 01 to December 31, rounded to the nearest whole shift in order to reduce availability for the quarter.

MEMSEO will produce for staff an approximate calculated entitlement for those who wish to decrease their availability by the part time availability date prior to the first quarter of the vacation year. A final calculated entitlement will be provided upon finalization of the seniority list.

To demonstrate:

- If an employee worked 780 hours in 2021, an average of 15 hours per week would be calculated. For a 5+ year employee, this would mean 15hrs* 3wks = 45 hours a year, therefore an employee will get 48 hours (4 shifts) to reduce availability for the year.

Part time staff may use their availability, distributed throughout the quarter to enable themselves to get the time off required. Once a shift has been assigned, it is expected it will be worked as per Article 47.08 "it is expected that an employee will work all scheduled shifts."

The parties agree to add part time vacation scheduling to labour management meeting to review its effectiveness