

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 397**

and

District Municipality of Muskoka- Paramedic Services

DURATION: January 1, 2022 – December 31, 2025



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PREAMBLE

P1.01 WHEREAS it is the desire of both parties to this agreement:

- a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
- c) To encourage efficiency in operation and co-operation in meeting legislative requirements including the *Ambulance Act* and amendments, and regulations pursuant thereto.
- d) To promote the morale, wellbeing, and security of all employees in the bargaining unit of the Union.

P1.02 WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 Full-Time Employees

A full-time employee is an employee hired as a full-time employee who is regularly scheduled for hours on a predetermined basis in accordance with Article 13.01.

1.02 Regular Part-Time Employees

A regular part-time employee shall mean an employee who maintains a commitment as per Article 13.05 (k).

1.03 Casual Part-Time Employees

A casual part-time employee shall mean an employee who maintains a commitment as per Article 13.05 (m). This employment category only applies to employees hired before January 1, 2018.

1.04 Contract Employees

- a) A contract employee, in accordance with Article 13.08, is an employee who has no regularly scheduled hours of work, but who may from time to time be part of a regular schedule.
- b) A contract full-time employee is an employee hired into a temporary full-time position who is a part-time or casual employee. They will be scheduled for hours on a predetermined basis in accordance with Article 13.01.

1.05 Superintendent

A Superintendent is an employee who may provide duties of a Commander for the purposes of shift filling, deployment management, stations deliveries, dispatch, paramedic administration support and other duties assigned to them. The Superintendent is a bargaining unit member, and they will not discipline or discharge any employee. The Superintendent shall perform normal and regular Paramedic Duties.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees employed in ambulance service save and except the Employer and such persons designated as replacements in times of absence and all persons employed in a managerial capacity and office and clerical personnel.

ARTICLE 3 - RELATIONSHIP

- 3.01 a) The parties agree that all Employees covered by this Collective Agreement shall become members of the Union and shall remain members as a condition of employment. All new employees shall make application to become members of the Union.

b) New Employees

The Employer agrees to acquaint new Employees with the fact that the Collective Agreement is in effect. On or before the first day of work for an Employee, the Employer shall introduce him or her to a Union Steward or alternate. The Steward or alternate shall be allowed, during the hours of work, a period of twenty (20) minutes to confer with a new Employee.

- c) It is agreed that the Union and the Employees shall not hold meetings at any time on the premises of the Employer without permission of the Employer. Such permission shall not be unreasonably withheld.

3.02 No Harassment or Discrimination

The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or by and of their representatives or members because of their membership, activity, or lack of activity in the Union. Particularly, there shall be no discrimination against employees with respect to terms and conditions of employment on any of the protected grounds in the Ontario Human Rights Code.

3.03 Dues Deduction

The Employer shall deduct union dues commencing from the first (1st) day of employment, from the pay of each Employee, starting with the pay period nearest to the effective date of this agreement, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

The Employer agrees that it will submit a cheque to the Union, or provide an electronic funds transfer, not later than the fifteenth (15th) day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union by email. The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination, and leaves of absence, and may be either in hard copy or electronic copy.

The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.

The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.

The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by an Employee or group of Employees arising out of the deduction of union dues as herein provided.

3.04 Bulletin Boards

The Employer shall provide space on the bulletin boards at each base for union business notices, provided that all matters posted on such bulletin boards are first approved by the Employer. Such approval shall not be unreasonably withheld.

3.05 Bargaining Unit Work

The parties agree that all work falling within the jurisdiction and normally performed by the bargaining unit employees shall be performed by bargaining unit employees, however the Employer may, after attempting to contact regular off work employees, require that the necessary duties be performed by personnel outside the bargaining unit, providing no employee in the bargaining unit will lose regular scheduled hours of work (including overtime and shift overrun), suffer a monetary loss, be penalized, laid off, or reclassified as a result of contracting out work.

3.06 In the event that a patient is transported under the circumstances in which the onus for the collection of fees for ambulance service falls upon the operator of the Ambulance Service, the Employer shall then endeavour to collect the fees.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Except as specifically designated in the Agreement, all other residual management rights are retained and remain exclusively and without limitation within the rights of the Employer.

4.02 Without limiting the generality of the foregoing the Employer's rights include;

- a) The right to direct the work force.
- b) The right to plan, direct and control the operation of Ambulance Service.

- c) The right to introduce new and improved methods, facilities, and equipment.
- d) The right to determine work schedules, assignments, and methods of doing work. For clarity, the Employer will endeavour to provide ninety (90) days' notice prior to the implementation of a major service-wide change to the master schedule.
- e) The right to determine in its discretion at all times the number of employees and the amount of supervision necessary.
- f) The right to formulate policies, rules and regulations as set out in the Employer Policies and Procedures Manual.
- g) The right to establish standards of care and quality of service.
- h) The right to determine the nature and scope of ambulance service which the Employer will provide and the increases or decreases in employment
- i) The right to hire, assign, discharge, transfer, promote, demote, direct, classify, require medical certificates, lay-off, recall or discipline employees.
- j) The right to operate the Ambulance Service so as to provide adequate Ambulance Service in a manner consistent with the obligation of the Employer to the general public pursuant to legislative requirements.
- k) The right to maintain order and efficiency. All the rights reserved to the Employer herein are subject to the provisions of this Agreement and shall be exercised in a manner that is fair, reasonable and consistent with the terms of this agreement.

4.03 Technological Change

- a) The Employer will notify the Union a minimum of ninety (90) days in advance, of the Employer becoming aware, any technological changes which the Employer intends to introduce which will significantly change the requirements of the job classification/position of employees within the bargaining unit. The Employer agrees to discuss with the Union, in advance of implementation, the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, including the provision of training to employees concerned. Prior to the implementation of such technology, training will be provided to all affected employees.
- b) In the event of transition to an ACP service, employees who are PCP's as of the signing of this Agreement, will not be laid off for the purpose of creating an

ACP position. PCP's who are hired after the signing of this Agreement, and who have completed their probationary period, will not be laid off for the purpose of creating an ACP position.

ARTICLE 5 - UNION REPRESENTATIVES AND STEWARDS

- 5.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

In order that this may be carried out, the Union will supply the Employer with the names of its Union Representatives. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- 5.02 The bargaining unit employees have the right, at any time, to have the assistance of a Union Representative of OPSEU/SEFPO (Ontario Public Service Employees Union) when dealing with the Employer. Such Union Representative shall have reasonable access to the Employer's premises.

- 5.03
- a) The Employer agrees to recognize Union Stewards which are elected or appointed from amongst employees in the bargaining unit by the bargaining unit for the purpose of handling grievances and other necessary Union/Management labour relations matters. The rights of Stewards to leave their work without loss of pay to attend such matters will not be unreasonably withheld.
 - b) The Union shall notify the Employer in writing of the name of each Steward and, where applicable, each Committee Member, before Management shall be required to recognize any person so selected.
 - c) The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without notifying their immediate supervisor. Each Steward shall, with the consent of the Employer, be permitted to leave their regular duties for a reasonable length of time without loss of pay, to function as a Steward as provided in this Collective Agreement. Such consent from the Employer shall not be unreasonably withheld.

- 5.04 The Employer shall recognize a Negotiation Committee consisting of an OPSEU/SEFPO Staff Representative and not more than five (5) bargaining unit employees elected by the Union. Such committee shall be comprised of the Local President, Vice-President, one (1) full-time member, one (1) part-time member and one (1) member at large. Employees elected by the Union to the Negotiating Committee, shall suffer no loss of pay for time in attendance at the negotiating sessions with the Employer up to and including conciliation.

ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEE

6.01 The parties mutually agree to meet no less than four (4) times per year to discuss matters of mutual concern and interest regarding substantial change to the working environment and that it would be beneficial if these matters were discussed at a labour-management meeting, the following shall apply:

- a) Representatives of each party shall meet at a time and place mutually satisfactory. A request for a meeting will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of the Collective Agreement.
- b) Any representative(s) attending such a meeting during their regularly scheduled hours of work shall not lose earnings, credits or seniority as a result of such attendance. Where operationally feasible, the Employer shall endeavour to replace representatives for the duration of the meeting, however this shall not be subject to Article 3.05. Should the representative be required to respond to a call and become unavailable for the remainder of the meeting, it may continue with mutual agreement or be rescheduled within a reasonable amount of time.
- c) The labour-management committee recognizes confidentiality is to be maintained and no specific employee names will normally be discussed.
- d) It is understood and agreed that joint meetings with the Employer's other labour-management committees may be scheduled concerning issues of mutual interest if all parties agree. The Employer must provide a representative or liaison from management.
- e) Matters properly (appropriately) discussed shall include:
 - i) improving relations;
 - ii) operating efficiency changes and any proposed major change in workforce scheduling, employment responsibility and operational change that may impact the membership;
 - iii) improving service to the public;
 - iv) suggestion, review and question of working conditions and service.

- f) The purpose of this Article is to develop, enhance or correct conditions which may, without consultation, result in grievance and/or misunderstanding.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 A grievance shall be defined as a dispute involving the interpretation, application, administration, or alleged violation of this Agreement. It is understood that probationary employees shall not have access to the Grievance Procedure.
- 7.02 If an Employee has a complaint, they must first give opportunity to the Employer to discuss and resolve the complaint before they file a grievance.
- 7.03 Grievances shall be dealt with in the following manner, provided such grievances are in writing, signed by the grievor, and filed within twelve (12) days of the events causing the alleged grievance that the Employee could reasonably be expected to become aware. Grievances shall be received by a permanent member of the management team ("Employer Representative") either in writing, in person, or by email. Replies to all grievances shall be in writing, in person, or by email at all stages. If the complaint has not been resolved by discussion, the grievance procedure shall be as follows:

STEP 1

The Employee shall within five (5) days of the presentation of the written grievance, meet with the Employer Representative at their mutual convenience to attempt a resolution of the grievance. A steward may also be present at the request of either party.

The Employer Representative shall render their decision to the Employee within five (5) days of their meeting. If a settlement is not achieved at this stage, Step 2 may be invoked as follows:

STEP 2

The Employee, Union Representative and Steward or designate may, within twelve (12) days after the Employer's decision has been rendered, under Step 1, meet with the Deputy Chief, or designate, at their mutual convenience to further attempt a resolution of the grievance. Who shall render their written decision to the Employee and their Representative within five (5) days of their meeting. If a settlement is not achieved at this stage, Step 3 may be invoked:

STEP 3

The Union may, within a period of not more than thirty (30) days of the Employee receiving the written decision of Step 2, invoke the Arbitration provisions of this

Agreement by notice in writing. If no such written request is received within the time limit, the grievance shall be deemed abandoned.

- 7.04 The above-mentioned time limits may be extended by mutual agreement; however, such agreement must be confirmed in writing.
- 7.05 It is agreed that days referred to in Articles 7, 8, 9, and 10 for time limits shall not include Saturdays, Sundays, or Paid Holidays.

ARTICLE 8 - MANAGEMENT GRIEVANCES AND UNION POLICY GRIEVANCES

- 8.01 Any grievances initiated by the Employer shall be referred in writing to the Union within five (5) days of the occurrence of the circumstances giving rise to the grievance and the Union shall within five (5) days thereafter meet with the Employer to consider the grievance. If a settlement of the grievance is not achieved within five (5) days of their meeting, the grievance may be referred by either party to a Board of Arbitration as provided in Article 9 at any time not less than seven (7) and not more than twenty (20) days thereafter.
- 8.02 A Union policy grievance which is defined as an alleged violation of this Agreement affecting more than one employee in the bargaining unit shall be lodged by the Union at Step 2 of the grievance procedure within five (5) days of the occurrence of the circumstances giving rise to the grievance and if a settlement is not achieved, the grievance may be processed in the same manner and to the same extent as an individual grievance.
- 8.03 The above-mentioned time limits may be extended by mutual agreement, however, such agreement must be confirmed in writing.

ARTICLE 9 - ARBITRATION

- 9.01 For the purposes of this Agreement, Section 48 (2) of the *Labour Relations Act* and any amendments thereto shall be deemed to provide instruction for the notification of parties in dispute and for the appointment and duties of members and chairman of any Board of Arbitration.
- 9.02 A sole umpire may act as a Board of Arbitration by mutual agreement, however, such agreement must be confirmed in writing.

- 9.03 A Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor shall it render any decisions inconsistent with the terms and provisions of this Agreement.
- 9.04 No person shall be appointed to a Board of Arbitration who has been involved in the attempted settlement of the difference under consideration.
- 9.05 Each of the parties to this Agreement shall be responsible for the expenses of the Arbitrator appointed by that party, and the parties shall jointly share the expenses, if any of the Chairman. The Board of Arbitration may rightfully assign full or partial cost to either Parties as they see fair.
- 9.06 The parties agree that an arbitrator's discretion to extend the time limits (*Labour Relations Act S.47(16)*) for the taking of any steps in the grievance procedure shall include: the initial filing of a grievance; referral to any subsequent step in the grievance procedure and the referral of a grievance to arbitration.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY PROCEDURES

- 10.01 In the event that the Employer initiates disciplinary action against an Employee which results in the suspension or discharge of such Employee, such disciplinary action shall be confirmed in writing, within five (5) days to the Employee involved, with a copy to their Steward or designate, setting forth the cause of the disciplinary action, the action taken and the penalty imposed. The Employee has the right to have the Steward or designate present in all discipline matters. The Employer will advise the Employee of the right to Union representation prior to such disciplinary meetings.
- 10.02 In the event that the Employer deems it necessary to issue a written reprimand to an Employee, for any reason indicating that a suspension or discharge may follow, if there is a repetition of the circumstances giving rise to the reprimand, such reprimand shall be issued within five (5) days following the outcome of any investigation of the circumstances and shall be given to the Employee involved, with a copy to the Chief Steward or designate.
- 10.03 A claim by an employee who has completed their probationary period that they have been disciplined, suspended, or discharged without just and sufficient cause shall be treated as a grievance and shall be lodged at Step 2 of the grievance procedure within five (5) business days of such discipline, suspension or discharge.
- 10.04 Performance Appraisals

- a) The Performance Appraisal System provides a framework for ongoing communication between Employees and their supervisors regarding the Employees job performance and satisfaction.
- b) Performance appraisals will be conducted on a regular predetermined schedule and will be conducted during the regular working hours of the Employee. Performance appraisals will be conducted for all contract and/or new hire employees within six (6) months of hire.
- c) The performance appraisal interview is a two-way dialogue that will include an opportunity for the Employee to provide feedback to their supervisor. An Employee shall be given at least twenty-four (24) hours' notice of the performance appraisal meeting unless the Employee agrees to less notice and/or a different time.
- d) The criteria used to evaluate an Employee's performance in the performance appraisal must reflect the job the Employee performs as it relates to the goals and values of the Employer in the delivery of patient care.
- e) The Employee shall be given a copy of any performance appraisal before it is placed in their file. The Employee shall have the right to respond in writing to the performance appraisal, and such response shall form part of the Employee's file.

ARTICLE 11 - NO STRIKES / NO LOCKOUTS

11.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that during the life of the Agreement there will be no strike, slow down or stoppage of work and the Employer agrees that there will be no lockout.

11.02

- a) No later than one hundred and eighty (180) days prior to the expiry of the Collective Agreement, the parties shall commence negotiation of an Essential Services Agreement in accordance with the provisions of the *Ambulance Services Collective Bargaining Act*.
- b) If the parties have not reached agreement on an Essential Services Agreement with ninety (90) days of the expiry of the collective agreement, the parties shall either:
 - i) Mutually agree to a process of binding interest arbitration in substitution for the right to strike and lock-out; or

- ii) Where no agreement exists under (a), refer the outstanding issues concerning the Essential Services Agreement to the Labour Relations Board in accordance with the process set out in s. 9 of the *Ambulance Services Collective Bargaining Act*.
- c) In the event neither parties has given notice of its intent to negotiate an Essential Services Agreement at least ninety (90) days prior to the expiry of the collective agreement, the parties shall be deemed to have agreed to a process of binding interest arbitration in substitution for the right to strike and lock-out.

ARTICLE 12 - WAGES

12.01 Full-Time and Part-Time Paramedic Wage Scale

Effective date	0-1092 hrs	1093-2184	2185-4368	>4368
January 3, 2022	\$37.45	\$39.02	\$40.64	\$41.38
January 2, 2023	\$38.20	\$39.80	\$41.45	\$42.21
January 1, 2024	\$38.97	\$40.59	\$42.28	\$43.05
January 13, 2025	\$39.45	\$41.10	\$42.81	\$43.59
June 30, 2025	\$39.95	\$41.61	\$43.34	\$44.14

12.02 Accumulated Hours

For the purposes of Articles 12.01 and 12.02 above, accumulated hours refers to the number of hours worked for the Employer as a Paramedic.

12.03 Shift Premium

Effective upon ratification, all categories shall receive a shift premium of \$0.85 per hour for all hours worked between the hours of 19:00 and 07:00 the following day. An additional shift premium of \$0.85 per hour will be paid for all hours worked on Saturday and Sunday. Shift premiums shall not be considered as part of an employee's basic hourly rate.

12.04 Paid Duty

Paid duty at paid special events will be treated as hours worked for events where professional paramedic services are provided. Scheduling of those interested parties will be based on seniority as long as it will not impact pre-scheduled shifts. Paid duty events are counted towards seniority.

12.05 Training/Re-certification

- a) Unless otherwise agreed to in the collective agreement, mandatory MOH and/or Base Hospital Training/re-certification requirements will be paid at time-and-a-half (1.5 x regular hourly rate) but no more than once in any 12-month period. All special interest training related to any other topic (CME, conferences) or need including any additional or advanced training initiated by the Employer shall be paid at the employee's regular hourly rate.
- b) It is agreed that the Employer will pay for reasonable travel costs for mandatory training requiring travel outside of the District, according to the Employer's policies. When possible, training will be scheduled on days off.

12.06 Pay Day

Wages shall be paid every second Friday exclusive of paid holidays. In such instances, wages shall be paid on the preceding banking day.

12.07 Wage Administration

Errors made in regular pay by the Employer to be corrected immediately with all due diligence; errors in exception pay to be corrected next pay.

ARTICLE 13 - HOURS OF WORK

13.01 Full-Time Employees

a) Regular Hours

A full-time employee is an employee who is regularly scheduled to work an average of 168 hours per twenty-eight (28) day schedule period. The paramedic schedule states the hours to be worked and is subject to change based on operational requirements.

b) Overtime Hours

A full-time employee shall be paid at the rate of time and one-half (1.5) for all hours worked outside of regularly scheduled hours as defined above in (1).

13.02 Full-time Shift Overrun

In calculating shift overrun time commencing at one (1) minute past the end of any regular scheduled hour until fifteen (15) minutes past will be deemed to be one quarter hour (1/4).

Any time sixteen (16) minutes past until thirty (30) minutes past will be one half hour (1/2), thirty-one (31) minutes until forty-five (45) minutes will be three quarters hours (3/4) and forty-six (46) minutes until one (1) hour past will be one (1) hour. Any time worked past the end of the first (1st) overtime hour shall be calculated in a like manner.

13.03 Standby for Superintendents

Any standby hours shall be paid at the rate of four dollars (\$4.00) per hour; such hours to be calculated in the same manner as hours.

13.04 Call Back and Up-staffing

Each call back shall be paid as four (4) hours at time-and-a-half (1.5 x regular hourly rate). In the event that any one call back shall have a duration greater than four (4) hours, such hours shall be considered up-staffing subject to the provisions of Article 13.02. The maximum number of call back hours paid during a scheduled standby period shall not exceed the number of hours of the scheduled standby. The utilization of an employee on a call back basis shall be deemed to cancel any applicable standby pay. It is agreed that the Employer may require the employee to remain at the workplace for the duration of the four (4) hours. If called within four (4) hours prior to the start of the employee's scheduled shift, all hours worked in excess of twelve (12) will be paid at time-and-a-half (1.5 x regular hourly rate).

13.05 Part-Time Employees – Hours

- a) All part-time employees must indicate availability and non-availability in writing at least forty-two (42) days prior to the beginning of each 28-day schedule period. The schedule will be posted thirty-five (35) days in advance of the beginning of the schedule period.
- b) It is the responsibility of the part-time employee to provide accurate contact numbers (cell phone, etc.)
- c) If the availability of a part-time employee changes subsequent to the posting of the schedule, it is their responsibility to notify the Employer of such change as soon as possible. The Employer will endeavour to change or reschedule the part-time employee where possible. However, it is agreed that once the schedule is posted, it is ultimately the responsibility of the part-time employee to ensure that the duties of their scheduled shift are fulfilled.
- d) The Employer will endeavour to schedule shifts for each part-time employee taking seniority and part-time classification (regular or casual) into account. The Employer will strive to schedule part-time shifts in groups of two (2) or more.

- e) If there are a sufficient number of available shifts, each regular part-time employee will be scheduled for forty-eight (48) hours biweekly or will be offered unscheduled shifts until such time as all regular part-time employees have forty-eight (48) hours biweekly. Once all regular part-time employees have forty-eight (48) hours biweekly, one twelve (12) hour shift will be offered to each casual part-time employee.
- f) If there are a sufficient number of available shifts and once all regular part-time employees have sixty (60) hours biweekly, a second twelve (12) hour shift will be offered to each casual part-time employee.
- g) Once all part-time employees have received their allotment of shifts as described above (Article 13.05 (e) (f), shifts that become available will first be offered to regular part-time employees and shall be offered to the most senior regular part-time employee who has the least number of hours of work provided that the Employer shall at all times comply with the Employment Standards Act with respect to hours of work, overtime, and hours away from work. If no regular part-time employee is available, the shift will then be offered to casual part-time employees and shall be offered to the most senior casual part-time employee who has the least number of hours of work provided that the Employer shall at all times comply with the Employment Standards Act with respect to hours of work, overtime, and hours away from work.
- h) It is understood that the Employer will obtain and post an updated seniority list every twenty-eight (28) days for the purposes of determining seniority for scheduling.
- i) Except for leaves provided under the terms of this Agreement and/or applicable legislation, a part-time employee shall maintain availability throughout the calendar year. A part-time employee who fails to be available in accordance with this provision shall have their employment status reviewed by the Employer.
- j) A part-time employee's consistent refusal of shifts or extended hiatuses from the workplace without reasonable cause will result in a meeting being held with the Employee, a Steward, and the Employer to discuss scheduling difficulties.
- k) Regular part-time employees shall maintain a minimum availability of fourteen (14) shifts per 28-day scheduling period including one (1) full weekend and two (2) non-conflicting weekend shifts, which shall not be construed as guaranteeing that these shifts will be assigned. (Weekend shifts shall be between Friday at 18:00 and Monday at 08:00.) Within ten (10) days of the schedule being posted, a part-time employee may alter their shift availability, provided they maintain availability of ten (10) shifts in the 28-day schedule

period, including one (1) full weekend and two (2) non-conflicting weekend shifts.

- l) Regular part-time employees must also maintain availability for call-in shifts. A regular part-time employee shall not refuse more than two (2) shifts for which they have indicated availability in a calendar month unless there are acceptable extenuating circumstances.
- m) Casual part-time employees shall maintain a minimum availability of five (5) shifts per twenty-eight (28) day scheduling period including one (1) full weekend, which shall not be construed as guaranteeing that those shifts will be assigned. Casual part-time employees must also maintain availability for call-in shifts. A casual part-time employee shall not refuse more than two (2) shifts for which they have indicated availability in a calendar month unless there are acceptable extenuating circumstances.
- n) Regular part-time or casual employees who are placed into a temporary full-time position shall be entitled to work full-time hours as per the full-time schedule and will continue to be covered under the terms of the part-time or casual provisions with the Collective Agreement.

13.06 Part-time Employees – Overtime

- a) Any hours worked beyond the end of a scheduled shift shall be paid at time-and-one-half (1.5 x regular hourly rate). Overtime shall be paid to part-time employees for shift overrun of a scheduled shift and shall be calculated in the same manner as for full-time employees.
- b) Effective January 2, 2023, part-time employees shall be paid at the rate of time and one half (1.5 x regular hourly rate) for all hours worked in excess of eighty-four (84) hours biweekly. Part-time employees will be offered overtime shifts only after the full-time employees have been offered first.

13.07 Part-time Employees - Call Back

Call backs during the twelve (12) hour period following a shift worked will be considered shift overrun. Each call back shall be paid as four (4) hours at time and one half (1.5 x regular hourly rate), subject to the provisions of Article 13.04. In the event that any one call back shall have a duration greater than four (4) hours, such hours shall be considered up-staffing. The utilization of an employee on a call back basis shall be deemed to cancel any applicable standby pay.

13.08 Contract Employees

- a) A contract employee is an employee who is a Union member and who has no regularly scheduled hours of work, but who may from time to time be permitted to schedule a minimum number of hours in a pay period, which may from time to time be part of a regular schedule. Contract employees who fill the role of Paramedic shall be paid consistently with regular employees.
- b) A contract employee shall not exceed six (6) months. The Employer shall complete a performance appraisal as per Article 10.04 (b) and may extend the contract employee by an additional six (6) months. Upon completion of the second term, the Employee will become a regular part-time employee

13.09 Payment of Standby and Call Back Wages

Any pay earned by the employees on a Standby or a Call Back basis will be paid every pay period when the accumulated overtime hours are paid.

13.10 Minimum Number of Employees On-Duty

At all times the Employer shall endeavour to maintain the full complement of employees on duty indicated by the deployment plan.

13.11 Base Scheduling

Based on operational requirements, the employer will endeavour to schedule full-time employees primarily to the location of their choice, taking into account availability of shifts and the seniority of employees.

13.12 Reporting Pay

If an employee is scheduled for and attends work and no work is available, they shall receive four (4) hours at regular time.

13.13 Shift Exchanges

- a) Employees may work a substitute day in exchange for a scheduled shift off at a later date or may take a scheduled shift off in exchange of working a substitute day at a later date. Such shifts may be exchanged only for the purposes of training or continuing medical education, EMS related work or events, Union business or other reason when approved by the Employer.
- b) Repayment days for lieu days taken off shall be scheduled whenever possible at the time of scheduling the lieu shift off. In the event that a repayment day is not scheduled any shift worked by the employee that is not part of their regular

schedule will be deemed to be the repayment day and shall not be paid as overtime. Shift overrun and call backs shall be paid in the usual manner.

13.14 Pre-shift Overrun

If an Employee is assigned a call prior to their shift, such Employee shall be compensated for fifteen (15) minutes at time and one half (1.5 x regular hourly rate)

13.15 Daylight Savings Time

An Employee who works a regular shift, during which the time changes to or from daylight savings time, will be paid straight time for twelve (12) hours, regardless of whether they work eleven (11) hours or thirteen (13) hours.

13.16 Scheduling Overtime

There shall be a rotating overtime list amongst the full-time employees which shall be used by the Employer to fill overtime shifts when they occur. The list shall be administered by the Employer and shall be made available for viewing through the scheduling program. This list shall consist of those employees who elect to participate, in descending order of seniority. Employees may opt in or out of this list consistent with the lieu bank payouts schedule detailed in Article 15.09 (c).

When an overtime shift occurs, the Employer shall call the first name on the list. Should the Employee accept the shift, or not answer or reject the shift, their name shall go to the bottom of the list. The list shall be followed in descending order until all overtime shifts have been filled.

Should the entire full-time list be exhausted and there are still overtime shifts available, the Employer shall then move to offering overtime shifts to part time and contract employees in order of seniority and Article 13.06 shall apply.

ARTICLE 14 - JOB POSTINGS

14.01 Permanent full-time positions will be posted within thirty (30) days of the date the position becomes vacant.

14.02 Temporary full-time vacancies, which are expected to exceed or surpass six (6) months, will be posted within seven (7) business days of the date the position becomes vacant.

14.03 In the case of a temporary job posting that results in another full-time vacancy, the Employer shall offer it to the most senior willing part-time employee.

- 14.04 An Employee who is awarded a temporary full-time vacancy, shall finish the term of the temporary before being eligible to apply for another temporary position. An employee in a temporary full-time assignment may apply for another temporary full-time vacancy in the final fifty-six (56) days of their current assignment.
- 14.05 The Employer shall award all posted positions within thirty (30) days of the posting. The Employee shall commence work no later than the beginning of the next full rotation.
- 14.06 The postings shall include the current location (base), and current shift pattern and in the case of a temporary vacancy, the expected duration.
- 14.07 An Employee in a temporary position shall return to their original position upon the return of the incumbent Employee.
- 14.08 In the case of a promotion from a part-time to a full-time within the same job description, the appointment shall be made to the senior applicant who is able to meet the normal requirements of the job, provided that Employee has no discipline on file per Article 25.01 (b)
- 14.09 Promotions other than those to a position outside the bargaining unit and demotions other than those of a disciplinary nature and increases and decreases in the number of staff shall be governed by the factors of ability, qualifications, and seniority. The consideration given to each of the above-mentioned factors for the foregoing purposes shall be solely at the discretion of the Employer.

ARTICLE 15 - VACATION / LIEU

- 15.01 Each full-time Employee shall receive vacation with pay in accordance with credited full-time service with the Employer as follows:

Years FT service	Vacation entitlement*
Under 1 Year	126 hours (prorated)
1 to 3 years	126 hours
4 years	156 hours
8 years	192 hours
12 years	240 hours
16 years	276 hours
20 years	324 hours

15.02 Vacation Pay for Part-Time Employees

- a) Part-time employees with less than five thousand four hundred and sixty (5460) hours of seniority or five (5) years of employment shall be paid vacation pay in the amount of four percent (4%) of wages.
- b) Part-time employees with five thousand four hundred and sixty (5460) hours of seniority or five (5) years of employment or more shall be paid vacation pay in the amount of six percent (6%) of wages.
- c) Vacation pay shall be paid out with each pay.

15.03 Vacation shall be taken in the applicable calendar year following the employees' anniversary date.

15.04 Vacation pay may be arranged for regular scheduled pay days, providing such request is submitted with the regular time sheet.

15.05 Vacation Pay on Termination

Vacation pay in the Employee's final year of employment will be prorated based on the length of time employed that year. Upon termination, the Employee shall be paid out any balance of vacation pay that has been accrued but not used up to that point in the year. If the amount of vacation taken exceeds the amount of vacation pay accrued, the overpayment will be deducted from the employee's final pay.

15.06 Time in Lieu of Overtime Pay

- a) Overtime shall be paid on the Employee's next regular pay except where, upon request by the Employee, overtime may be banked in the form of time in lieu of overtime hours worked (referred to as "time in lieu" or "lieu time"). Such time in lieu will be the equivalent of the rate the Employee would otherwise have earned for working the overtime shift.
- b) Subject to 15.06, Employees may request time off with pay from their banked lieu time, provided there are enough hours in the bank to allow for a full shift (for example, must have 12 hours in the bank to request one shift off).
- c) Subject to 15.06, time in lieu shall be taken at a time which is mutually agreeable to the Employer and the Employee.
- d) Employees shall not accumulate any more than forty-eight (48) hours of time in lieu in any calendar year.

- e) Time in lieu shall only be taken in twelve (12) hour blocks, i.e. for a full shift off, or paid out as described in Article 15.09

15.07 Requests for Time Off

- a) Six (6) requests for time-off (or ten percent (10%) of the full-time complement, whichever is greater) in any given twenty-four (24) hour period will be granted by the Employer, subject to 15.08. Additional requests for time-off will be considered by the Employer based on exceptional circumstances.
- b) Requests for time off can be submitted up to one (1) year in advance of the first date of a block of shifts and will be considered and approved on a first come, first served basis.
- c) Requests for time off must be submitted through the scheduling program. If for some reason, a staff member is not able to access the scheduling program on a particular day, an email (paramedic.scheduler@muskoka.on.ca) will be acceptable, but only in exceptional circumstances.
- d) To facilitate time-off planning, the Employer will provide a vacation calendar to staff that shows which dates have reached the daily maximum.
- e) Approval or denial shall be provided in a timely manner without delay and confirmed with the applicant by email or through the scheduling program.

15.08 For both full-time and part-time employees, preference will be given to employees who worked the previous Christmas Day when considering time off requests received for Christmas Day. Christmas Day is the only day that a part-time employee may be required to work.

15.09 Payout of Banks

- a) Full-time employees shall be entitled to carry over up to sixty (60) hours of banked vacation pay and/or lieu time and/or banked stat time combined to the following year, provided that the request to do so shall be made in writing as per Employer guidelines prior to December 1st of each year. Where no such request is made, the Employer will pay out any banked vacation pay the first full pay in January.
- b) Banked lieu time hours remaining in the bank as of December 31st in each calendar year shall be paid out on the last full pay in January. Bank payout in January will be automatic and mandatory. During the pay period in which the banked hours are paid out employees are not permitted to bank additional hours for this pay period only.

- c) Requests for payout of any portion of an employee's lieu time bank or banked holiday pay must be made to the Commander by no later than March 1st, June 1st, September 1st, and December 1st of each year for payment on the last pay of that month.
- d) In all cases, banked hours will be paid out at the rate they were earned with the hours first banked to be paid out first (first in, first out).

ARTICLE 16 - PAID HOLIDAYS

16.01 The following are recognized as Paid Holidays:

i)	New Years Day	January 1st
ii)	Family Day	Third Monday in February
iii)	Good Friday	Friday before Easter
iv)	Easter Monday	Monday following Easter
v)	Victoria Day	3rd Monday in May
vi)	Canada Day	July 1st
vii)	Civic Holiday	1st Monday in August
viii)	Labour Day	1st Monday in September
ix)	Thanksgiving Day	2nd Monday in October
x)	Remembrance Day	November 11th
xi)	Christmas Day	December 25th
xii)	Boxing Day	December 26th

16.02 Each full-time employee shall receive basic public holiday pay in the amount determined by the calculation provided in the *Employment Standards Act* (hours worked in the four (4) weeks immediately preceding the holiday multiplied by the regular scheduled rate of pay, and then divided by twenty (20)) for each of the above mentioned Paid Holidays.

16.03 Any regular scheduled hours worked during the twenty four (24) hour period of any of the above mentioned Paid Holidays shall be paid at one and one half (x 1.5) times the regular scheduled rate in addition to the basic holiday pay of not less than the above mentioned calculation and not more than the employee's regular scheduled rate multiplied by the scheduled number of hours.

16.04 Any hours worked in excess of regular scheduled hours during the twenty four (24) hour period of any of the above mentioned Paid Holidays shall be paid at two and one quarter (x 2.25) times the regular straight time rate and are subject to the provisions of Article 13 concerning the accumulated overtime pay.

16.05 Each part-time employee shall receive basic public holiday pay in the amount determined by the calculation provided in the *Employment Standards Act* (hours worked in the four (4) weeks immediately preceding the holiday multiplied by the regular scheduled rate of

pay, plus four percent, and then divided by twenty (20)) for each of the above mentioned Paid Holidays.

- 16.06 Each employee shall receive the appropriate amount of pay at the regular scheduled rate for any regular scheduled hours worked during the twenty-four (24) hour period of any of the above mentioned Paid Holidays for the pay period in which that Paid Holiday falls. Any holiday pay in excess of the regular scheduled rate, accumulated between January 1 and December 31 will be paid out the first full pay in January. Banked holiday pay shall be paid out at the rate earned.
- 16.07 An employee may, with written notification to management, receive basic holiday pay in the pay period in which the paid holiday falls or, with written notification to management, may substitute accumulated basic public holiday hours for the equivalent number of hours off provided that the substitute day off is approved by management and falls prior to the employees next scheduled vacation
- 16.08 Each employee must work their last regular scheduled shift prior to, and their first regular scheduled shift following the above listed public holidays or if absent must be on vacation, duly certificated sick leave or other leave of absence approved by the Employer to be entitled to any payment described in this Article.

ARTICLE 17 - SICK LEAVE FULL-TIME EMPLOYEES

- 17.01 Sick Leave shall be deemed to be the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.
- 17.02 Sick Leave shall be awarded at the rate of ninety-six (96) hours per year every January 1st. Any unused Sick Leave hours shall be paid out at the full hourly value at the end of the fiscal year. Upon written request to the Employer by no later than December 1st in each year, an employee shall be entitled to carry over up to thirty-six (36) hours of Sick Leave to the next fiscal year, to be used prior to that fiscal year's allotment. Banked Sick Leave will be paid out at the rate earned. Each full-time employee will be allowed to use sick time to attend to an illness, injury, medical emergency or other urgent matter of a member of their immediate family that requires their personal attention.
- 17.03 A maximum of thirty-six (36) hours Sick Leave shall be used at any one time in order to fill the specified waiting period for the Weekly Indemnity Benefits. Any remaining Sick Leave days including those days accumulated from year to year shall be used on an hourly basis to fill any differential between the regular scheduled rate and the Weekly Indemnity Benefit.

17.04 The Employer may require such certification as it deems necessary to verify the applicability of Sick Leave to any employee's absence. The Employer shall reimburse to the employee any expense incurred by the employee to retain such certification.

17.05 Any employee wishing to claim Sick Leave applicable to their absence shall notify the Duty Manager not less than one hour prior to the start of their next regularly scheduled shift.

17.06 Quarantine Pay

If ordered by the Medical Officer of Health or management to remain under a home quarantine, employees will continue to receive regular pay for scheduled shifts. Management may request proof of the quarantine order.

If deemed necessary and medically appropriate by the Department of Public Health to work under quarantine conditions, employees under quarantine will perform regular work duties at time and a half (1.5 x regular hourly rate).

Part-time employees ordered to remain under home quarantine will recover lost wages or potential lost wages based on a calculation of their average hours worked over the preceding year or scheduled shifts in the next fourteen 14 days, whichever is greater.

Persons receiving quarantine pay will remit any payments received from insurance companies or outside agencies, which are over and above the payments received from the quarantine pay, to the Employer.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Unpaid leave of absence

The Employer may grant an unpaid leave of absence to any Employee who shall request such leave in writing for good and sufficient reason. The duration of such leave shall be determined by consultation between the Employer and the Employee requesting such leave. The Employer shall render its decision to the Employee in writing.

In the event that an Employee's unpaid personal leave of absence exceeds forty-five (45) continuous calendar days, the Employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned, including sick and vacation, shall be appropriately reduced on a pro-rated basis.

18.02 Bereavement Leave

- a) An Employee who is absent from work due to the death of a member of their immediate family shall be entitled to compensation for scheduled time lost by such employee from their regular schedule at their regular rate of pay for up to five (5) working days. Such leave may commence no earlier than the date of the death and must be completed within a period of seven (7) consecutive calendar days. However, the employee may reserve two (2) of the above five (5) bereavement days for the purpose of attending either the funeral or internment where it falls on a regularly scheduled working day outside the seven (7) day period set out above.

"Immediate family" shall include:

- i) Spouse or common-law spouse,
- ii) Child or step-child,
- iii) Parent or step-parent or parent-in-law
- iv) Sibling or step-sibling or sibling-in-law
- v) Grandparent, spouse's grandparent or grandchild.

This definition includes step-relations (e.g. step-parents, step-children, etc.), adoptive relations, foster relations and same or opposite gender couples.

In the event an Employee experiences a miscarriage/stillbirth of their expected child, they shall be entitled to bereavement leave.

- b) Where an Employee suffers bereavement during a period of scheduled vacation, they may request that bereavement leave be substituted for vacation and such bereavement leave shall be governed by the provisions of this clause.
- c) An Employee may be granted a leave of absence without pay at the discretion of the Employer where such leave is requested solely due to the death of persons other than those specified above. Any such leave shall not be unreasonably denied.

18.03 Pregnancy/Parental Leave

a) Pregnancy Leave

- i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, 2000 or any successor legislation

(collectively hereafter the "ESA"), except where amended in this agreement.

- ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) plan, a full-time employee who is on pregnancy leave as provided under this Agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits and any other earnings during their 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 payment notification shall be accepted as proof that they are in receipt of Employment Insurance pregnancy 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. Notwithstanding anything to the contrary above, in no event will the top-up exceed the difference between seventy-five percent (75%) of the employee's actual regular weekly rate of pay that they were receiving on the last day worked prior to the start of the leave and the employee's employment insurance benefit calculated without regard to any election by the Employee to receive a lower employment insurance benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act (Canada)*.
- iii) This provision only applies to full-time employees with at least thirteen (13) weeks of continuous service with the Employer prior to the commencement of the pregnancy leave, which shall include vacation time and time on any authorized leave.

b) Parental Leave

- i) Parental leaves will be granted in accordance with the provisions of the ESA, except where amended in this agreement.
- ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, a full-time employee who is on parental leave as provided under this agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the

Employment Insurance Act, 1996, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance parental benefits and any other earnings during the 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 shall be accepted as proof that the employee is in receipt of 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 the normal weekly hours. Notwithstanding anything to the contrary above, in no event will the top-up exceed the difference between 75% of the employee's actual regular weekly rate of pay that they were receiving on the last day worked prior to the start of the leave and the employee's employment insurance benefit calculated without regard to any election by the employee to receive a lower employment insurance benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act (Canada)*.

- iii) This provision only applies to full-time employees with at least thirteen (13) weeks of continuous service with the Employer prior to the commencement of the parental leave, which shall include vacation time and time on any authorized leave.
- c) In addition to the foregoing pregnancy/parental leave benefits, subject to the approval of the Employment Insurance Commission, employees shall have the right to use allotted or carried-over vacation time, and/or banked overtime and/or carried-over sick leave to further "top-up" Employment Insurance benefits.

18.04 Education/Union Convention Leave

- a) Such leave must be applied for at least two (2) weeks in advance. Education/Union Convention Leave may be accessed by up to two (2) employees at a time. Approving more than two (2) employees at a time will be at the discretion of the Employer, based on operational needs.
- b) An Employee elected or appointed to a paid full-time position within the Union, shall be granted up to one (1) year leave of absence without pay.
- c) The Employer will continue to pay the wages and benefits of Employees who are on leave of absence at the written request of the Union, and the Union will

reimburse the Employer the full amount of wages and benefits of the Employees.

18.05 Court Leave

Any Employee who is required by subpoena or summons to attend as a witness in any Court proceeding which is work related shall be entitled to the following:

- a) When such attendance is required at a time when the Employee would otherwise be at work, leave of absence will be granted without loss of regular pay
- b) When such attendance is required at a time when the Employee is scheduled off or on leave, pay for time in Court plus reasonable travel time will be granted. Pay treatment is subject to a maximum of twelve (12) hours per day and a minimum of four (4) hours per day. Time will be paid at standard overtime rate of one and one-half (1.5 x) times.

Any employee so required to serve or testify shall give prior notification, and make arrangements for such court leave, with the Duty Manager.

18.06 Jury Duty

Any employee who is summoned for jury duty shall be granted leave of absence without loss of regular pay provided their jury duty falls on regularly scheduled days of work.

The Employee shall not suffer lost wages provided that documentation as proof of attendance is made available to the Employer. Any monies received by the Employee from the Court shall be reimbursed to the Employer. Sufficient notification is required so that the Employer, as an essential service, can endeavour to relieve the Employee of their public duties based on staffing requirements and operational needs.

18.07 Early Return or Extension of a Leave

An employee shall provide the Employer with no less than thirty (30) days' notice, or such notice as is required by the Employment Standards Act, if applicable, of an early return to work from a planned leave of absence or of a requested extension of the leave.

18.08 Permanent Non-Bargaining Position

In the event an employee is the successful candidate and accepts a full-time permanent position outside of the bargaining unit, such Employee shall cease to accrue seniority and cease to pay union dues on the start date of the position.

Such Employee will retain their accumulated seniority as the start date of the position for a period of three (3) months. On the three (3) month anniversary of the positions start date if such employee has not returned to their bargaining unit position, they will lose all of their accrued seniority permanently.

Such Employee, during this three (3) month period, may either at the Employee's or the Employers request, return to the bargaining unit in their previous position with the aforementioned accrued seniority.

The Employer shall not permanently fill the Employee's original position until they have passed their three (3) months period as outlined in this agreement.

18.09 Temporary Non-Bargaining Unit Position

In the event an Employee is the successful candidate for, and accepts, a temporary full-time position outside of the bargaining unit, such Employee shall accrue seniority and pay union dues during their temporary assignment.

Such positions shall not exceed twelve (12) months or up to eighteen (18) months in the case of an ESA leave.

Such Employee shall return to their bargaining unit position at the conclusion of the assignment and shall not be eligible to take another temporary non-bargaining unit position for six (6) months from the conclusion of this assignment.

Should such Employee be the successful applicant for a full-time permanent non-bargaining unit position, within one (1) year of the conclusion of their temporary assignment, the Employee shall not have access to the rights outlined above in the Permanent Non-Bargaining Unit Position Article 18.08 (i.e. no three (3) month trial period) and shall lose all seniority upon acceptance of a full-time position.

18.10 An Employee on leave for WSIB, Weekly Indemnity, LTD Leave or EI Sick for a period in excess of six (6) months will not accrue sick or vacation entitlements in respect of that period exceeding the six (6) month threshold, and their annual entitlement will be pro-rated accordingly.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Recognizing the responsibilities under the applicable legislation the Employer and the Union agree that they will act to mutually maintain standards of Health and Safety in the workplace to prevent accidents, injury and illness.

19.02 The Employer agrees to participate on an accident prevention / health and safety committee with representatives selected or appointed from amongst the bargaining unit employees. The Committee shall meet every quarter or more often if required. Minutes will be maintained of meetings.

The committee shall select one member to act as the designated officer responsible for reporting and receiving report to and from the Medical Officer of Health in the event of an occupational exposure to a communicable disease.

19.03 The Employer agrees to cooperate reasonably with recommendations made by the committee to improve conditions related to workplace health and safety. The Employer also agrees to provide appropriate safety equipment and training in the use of that equipment as identified by the Committee or other regulating body.

19.04 The Employer shall grant required time off from work to employees and shall pay the employee their regular scheduled rate for hours spent in attendance of health and safety meetings.

The Employer shall grant required time off from work to employees and shall pay the employee their regular scheduled rate for hours spent should an employee be directed by the Employer or the designated officer to, or be required to address personal health and safety concerns, or to receive immediate medical attention for injuries or exposures occurring at work.

19.05 The Union agrees to endeavour to obtain the full cooperation of its members in the observation of the safety rules and practices recommended by the committee and the Employer.

19.06 Where the Employer or legislation requires immunization of employees as a condition to maintain employment the Employer shall provide or make available the required immunization at no cost to the employee.

ARTICLE 20 - BENEFITS AND PENSION PLAN

20.01 Full-Time Regular Employees

The Employer shall pay the full cost of premiums for the benefits listed below for all full-time regular employees, subject to the terms and conditions of the governing master insurance policies, with the following coverage to be included:

- a) Group Life Insurance & Accidental Death & Dismemberment Insurance
 - i) One time (1x) annual earnings to a maximum of two hundred thousand dollars (\$200,000).
 - ii) Benefits reduce fifty percent (50%) at age sixty-five (65), terminates at age seventy (70)
- b) Dependent Life Insurance
 - i) Eligible Spouse- maximum benefit of ten thousand dollars (\$10,000)
 - ii) Eligible Children- maximum benefit of five thousand dollars (\$5,000)
- c) Weekly Indemnity Entitlement
 - i) Seventy percent (70%) to a maximum of one thousand two hundred dollars (\$1,200) weekly
- d) Long Term Disability Insurance
 - i) To a maximum of five thousand two hundred dollars (\$ 5,200) per month.
- e) Health Care Benefits
 - i) Paramedical Services - five hundred dollars (\$500) maximum per practitioner per year for Speech Therapist (annual referral note required), Chiropractor, Massage Therapist, , Naturopath, Osteopath, Physiotherapist, Podiatrist/Chiropodist, and Acupuncturist.
 - ii) Mental Health Supports - one thousand five hundred dollars (\$1,500) maximum per year per Full Time Employee and Dependents. One thousand dollars (\$1,000) per year per Part Time Employee. Combined coverage for Psychologist, Psychoanalyst, Psychotherapist or Registered Social Worker.

f) Dental Care Benefits with Orthodontic

- i) Basic Coverage: 100% of current year fee less 1 year for specialists (maximums vary by treatment)
- ii) Major Restorative: 50% coverage for a maximum of two thousand (\$2,000) per calendar year
- iii) Orthodontic: 50% coverage for dependents under 21 years old only, for a lifetime maximum of two thousand five hundred dollars (\$2,500)

g) Dispensing Fee Cap

- i) Eight dollars and fifty cents (\$8.50)
- h) A contribution of \$100 every 24 months towards the cost of an eye examination.
- i) Effective upon ratification, maximum contribution of three hundred dollars (\$300) every twenty-four (24) months towards the cost of glasses, laser surgery, or contact lenses.
- j) Effective January 1, 2025, maximum contribution of three hundred and twenty-five dollars (\$325) every twenty-four (24) months towards the cost of glasses, laser surgery, or contact lenses.

20.02 In-Lieu of Benefits for Part-time Employees

Part-time employees who have completed their first five hundred and forty-six (546) hours of work will receive payment in lieu of benefits at a rate of six- and one-half percent (6.5%) of annual earnings, until such time as they become a full-time employee.

20.03 Pension

- a) All regular full-time employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS).
- b) Part-time employees may elect to enroll in OMERS once eligibility criteria have been met in accordance with OMERS regulations.

20.04 Early Return to Work

- a) Any employee receiving payments from the WSIB of Ontario, Weekly indemnity or long-term disability, may top up the difference in WSIB benefits or

insurance payments, to their usual rate of pay, top up will be drawn from sick time hours.

- b) Each employee receiving such payments shall participate in an early return to work program when medically capable as determined by a physician.

20.05 Retired Employees

- a) The Employer shall pay sixty percent (60%) and the employee shall pay forty percent (40%) of the cost of premiums for the benefit coverage below, subject to the terms and conditions of the governing master insurance policies, where the employee qualifies for normal or unreduced early retirement rights in effect on the date of retirement. The following coverage shall be included:
 - i) Group Insurance Plan in force for retired employees or equivalent. Eighty percent (80%) reimbursement of prescriptions with no maximum.
 - ii) Preventative Basic Dental Plan in force for retired employees or equivalent. Eighty (80%) reimbursement with a thousand-dollar (\$1,000) maximum per person.
- b) The benefits set out in Article 20.05(1) above shall be available for five (5) years after retirement or until the employee reaches the age of sixty-five (65), whichever comes first.
- c) Retired employees shall pre-pay their portion of premiums annually by April 15th of each year for the period of April – March.

ARTICLE 21 - ALLOWANCES

21.01 Uniform Allowance

- a) Prior to an Employee working their first shift, an Employee will receive the following:
 - i) 1 (3-in-1) jacket
 - ii) 2 sweaters
 - iii) 3 pairs of pants
 - iv) 5 work shirts
 - v) 3 sets of epaulettes

- vi) 1 belt, 1 radio clip for belt
 - vii) 1 cap, 1 toque
 - viii) 1 helmet
 - ix) 1 duty bag
 - x) 2 pairs of winter gloves
 - xi) 1 pair of safety glasses with pouch
- b) Replacement of items from (i) to (xi) shall be on an annual exchange basis or as reasonably required due to wear and tear of clothing at the mutual agreement of the Employer and the employee.
- c) For full-time employees, the Employer shall contribute reimbursement for one pair of work boots, up to two hundred dollars (\$200) upon completion of the probationary period and every year following. Employees shall have the option to carry forward one (1) years unused contribution for a total of four hundred dollars (\$400) in the second year, if no purchase was made the year prior.
- For part-time employees, the Employer shall contribute up to two hundred and fifty dollars (\$250) for work boots upon completion of the probationary period and every following two (2) years.
- A receipt must be provided for reimbursement.
- d) Contract employees will receive uniforms on an as-needed and seasonal basis. Seasonal uniform pieces shall be provided in a reasonable and timely manner to all contract employees.
- e) The Employer will provide additional components of approved standard uniform or equipment as required (for example helmets).

21.02 Uniform Cleaning Allowance

The Employer shall arrange that the following items of apparel shall be laundered at the following intervals when such items are brought to the base at which an Employee usually works:

1 Jacket	Semi Annually
Contaminated Uniforms	As required, and approved by the Duty Manager

21.03 Meal Allowance

The Employer shall provide a meal allowance in the amount of the submitted itemized receipt(s) to a maximum of fifteen dollars (\$15) to any employee working a twelve (12) hour shift and required by the performance of their duties to be away from the base at which they are scheduled to work during designated meal times. To clarify, there will be a maximum of one meal allowance per twelve (12) hour shift. The daily maximum will increase to sixteen dollars (\$16) effective January 1, 2025.

Designated meal times are as follows: from one (1) hour prior to the start of the shift to two (2) hours after the start of the shift; from one and one half (1.5) hours before to one and one half (1.5) hours after the mid-way point in the shift; from three (3) hours before the end of the shift to the end of the shift.

Claims of less than twenty dollars \$20 in any given month shall be carried over and processed along with the following months claim.

ARTICLE 22 - SENIORITY AND PROBATION

22.01 Probation

- a) A new employee shall be required to complete a probationary period of one thousand and ninety-two (1092) hours.
- b) With mutual agreement between the Employer and the Union, an employee's probationary period may be extended for up to five hundred and forty-six (546) hours.
- c) Upon the successful completion of the probationary period, the seniority of the employee shall be retroactive and will be determined based on the provisions of Article 22.
- d) An employee can be dismissed during their probationary period, including any extension, if the Employer determines that the employee is unsatisfactory and such dismissal shall be deemed to be for just cause.
- e) The Employer shall notify the Union when a probationary employee is terminated.

22.02 Seniority

- a) Part-time seniority shall be deemed to be an accumulation of hours worked in the employ of the Employer as a member of the Union with no regard given to the classification of the position filled by the employee.

- b) Full-time seniority shall be deemed to be the length of continuous service in the employ of the Employer as a member of the Union with no regard given to the classification of the position filled by the employee.

22.03 Wages and allocation of scheduled hours to part-time employees and promotion from part-time to contract or to full-time position shall be governed primarily by seniority.

22.04 Seniority shall accumulate in the following circumstances only:

- a) When off work due to lay-off, seniority shall continue to accumulate for a period of time equal to one year.
- b) When off work due to sickness or accident.
- c) When off work due to personal leave of absence, then seniority will continue to accumulate for the first six calendar months of such leave.
- d) When absent on vacation with pay, or on a Paid Holiday
- e) When actually at work for the Employer.
- f) When on maternity or parental leave.
- g) When on approved leave for Union business. In the case of part-time employees all time spent on approved union business shall be credited with actual hours, with the exception of negotiations and arbitration where each day shall be deemed to be twelve (12) hours for the limited purpose of seniority.

22.05 Seniority shall terminate and the employee shall cease to be employed by the Employer when they:

- a) Voluntarily quits their employment with the Employer, in writing.
- b) Is discharged and is not reinstated through the grievance procedure or arbitration.
- c) Is off work for a continuous period of six (6) months for reasons other than lay-off, sickness or accident.
- d) Fails to report for work within five (5) working days after being notified by the Employer of recall.
- e) Fails to return to work upon the termination of an authorized leave of absence unless there has been a mutually agreed upon extension of the leave of absence.
- f) Accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing.
- g) Is absent from work for two (2) consecutive working days unless absent due to verified illness or unless such absence is approved by the Employer.

22.06 It shall be the duty of each employee to notify the Employer in writing promptly of any change of address or telephone number. Employees' addresses and telephone numbers will be treated in a confidential manner. Any notice required of the Employer shall be

deemed to have been given, if forwarded by registered mail to the employee at the last address of which the Employer had notice.

- 22.07 Where a full-time employee elects to take a part-time position, the calculation of the employee's continuing seniority will be based on the total hours worked in the previous twelve (12) months from the last day worked, times the employee's years of service. Where a part-time employee elects to take a full-time position, the calculation of the employee's continuing seniority will be based on the total hours worked as a part-time employee divided by two thousand one hundred and eighty-four (2184). The aforesaid calculation of seniority is intended to be used for the purpose of determining the appropriate wage grid and/or wage calculation and is not intended for use in the calculation of vacation entitlements.

ARTICLE 23 - PROFESSIONAL TRAINING COURSES

- 23.01 The Employer and the Union shall provide professional training courses by means of the Labour-Management Committee and the Employer from time to time to maintain a consistently high level of competence and proficiency in their skills.

It is recognized that in the interest of peer guidance, education, and development, it is necessary from time to time to accept students, monitors and escorts. In order to maintain quality assurance and proper follow-up, the following shall apply:

- a) Given thirty-six (36) hours' notice, a crew may be assigned a partner or third party for training or education.
- b) A *Student Orientation Check Sheet* will be provided and shall be used for guidance and assistance to the crew monitoring or giving peer guidance to students. Monitoring of student progress will be conducted by the Quality and Regulations Officer on a regular basis by review with assigned crews, provided documentation and evaluation booklets provided by the student if applicable.

ARTICLE 24 - GENERAL

- 24.01 The Employer shall reimburse the Union for fifty percent (50%) of the cost of printing this Collective Agreement for all bargaining unit employees.
- 24.02 The Employer and Union shall share the cost for meeting space required for negotiations.

ARTICLE 25 - PERSONNEL FILES AND E-MAIL NOTIFICATION

25.01 Personnel Files

- a) On written request, an employee shall have access to the contents within twenty-four (24) hours of their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. Review of files will be in the presence of the Employer. The employee has a right to request copies of any documents in their personnel file.
- b) All discipline shall remain on an employee's record until twenty-four (24) months have passed from the date of its receipt by the employee.

25.02 E-mail Notification

Where the Employer utilizes its electronic e-mail system to communicate with employees regarding any duties or responsibilities, meetings, training or any other work-related matter, the employee shall be deemed to have received the communication no later than the end of their second scheduled shift after the communication is sent by the Employer. The e-mail format should facilitate easy access to information.

ARTICLE 26 - RETROACTIVITY, TERMS OF AGREEMENT

- 26.01 Unless otherwise indicated, retroactive pay shall be paid on all hours for the period commencing January 03, 2022
- 26.02 This agreement shall be in effect from January 1, 2022 – December 31, 2025
- 26.03 Either party may give the other party notice of renewal and/or amendment of this Agreement at any time within ninety (90) days prior to the expiry of this Agreement. The parties shall meet within twenty-one (21) days of such notice being received.
- 26.04 The Employer shall provide any retroactive payment due within three (3) full pay periods of ratification. The parties may mutually agree to extend this timeline.
- 26.05 All Letters of Agreement and Appendices to this agreement shall be considered attached to and part of this Agreement and subject to all of its terms.

DATED this _____ day of _____, 20__.

FOR THE UNION

FOR THE EMPLOYER

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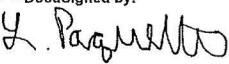
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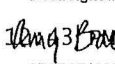
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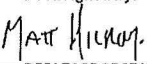
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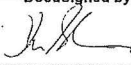
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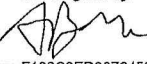
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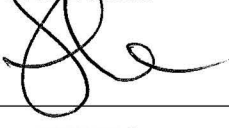
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LETTER OF UNDERSTANDING #1

Between

THE DISTRICT MUNICIPALITY OF MUSKOKA

(the "Employer")

And

The Ontario Public Service Employees Union

And its Local 397

(the "Union")

Re: Temporary Superintendent Position

- a) The Employer has the ability to create an Expression of Interest for those employees interested in the Superintendent position. Both parties agree that the following are the position details which are further outlined in the Superintendent job description
 - i) Employee assigned as operational contact for the Service as Duty manager
 - ii) Pay to be an additional two dollars and twenty cents (\$2.20) premium per hour (not eligible for overtime rate - straight premium only paid for actual hours worked in the role.)
 - iii) Only required on an as-needed basis and all attempts will be made for Superintendents to not exceed their regular number of shifts. However, all parties recognize this will not always be possible
 - iv) Superintendent shifts may include the following
 - Working off ambulance, in a Paramedic Response Unit (PRU) or office
 - Working on ambulance as part of a regular crew
 - v) Assignment to this temporary position shall be for six (6) months. Any extension beyond six (6) months will be discussed with the Union. Extensions may be granted in three (3) month increments pending review of the job requirements and performance
- b) Upon assignment to the Superintendent position, the employee will meet with management and the Union to explain the role, review the expectations and guidelines of the position, and ensure that there is a plan in place to seek guidance if there is ever doubt regarding their roles and responsibilities. Superintendents shall continue to perform regular Paramedic duties (i.e. vehicle checks and deep cleans) except when responding to major emergencies or providing timely operational support to staff as required.

- c) The Employer agrees to implement an on-call system to provide the on-duty Superintendent with a management back-up to provide guidance and be available if an incident/event exceeds the capabilities of the Superintendent. Alternate emergency communication protocols for employees are outlined in the Duty Officer Protocol policy (1.8)
- d) Assignment of a Superintendent will be based on merit, skills, and ability, as determined by the Employer.
- e) The Employer commits to meeting with Union in November 2022 and April 2023, to discuss the provisions within this LOU.

DATED this _____ day of _____, 20____.

FOR THE UNION

FOR THE EMPLOYER

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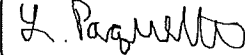
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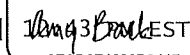
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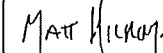
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LETTER OF UNDERSTANDING #2

Between

THE DISTRICT MUNICIPALITY OF MUSKOKA

(the "Employer")

And

The Ontario Public Service Employees Union

And its Local 397

(the "Union")

Re: Posting and Filling Positions

Permanent Full-Time (PFT) Positions

All PFT postings shall be carried out as per Article 14 in the Collective Agreement. If one or more FT employees apply for a PFT posting, the most senior FT employee will be awarded the position.

The vacancy created by that FT employee will then be emailed to all staff by noon on the day of the award. Staff will have until noon on the third business day following this email to express interest for the vacancy, the most senior FT employee will be awarded the position. This will carry on until no FT employees express interest in a vacancy by the above mentioned timeline. FT employees who are interested in more than one (1) vacancy, or in vacancies that occur through this process must express their interest separately for each vacancy.

When no FT employees express interest in the resulting vacancy, that position shall be awarded to the successful candidate from the Part Time (PT) applicants, based on the criteria outlined in Article 22.04. For clarity, a PT employee who accepts a FT position shall not laterally move to another position unless another position is posted and follows the above process.

Temporary Full Time (TFT) Postings

All TFT postings with an expected duration of greater than six (6) months shall be carried out as per Article 14 in the Collective Agreement. If one or more FT employees expresses interest in a TFT posting, the most senior FT employee will be awarded the position.

The vacancy created if a FT employee moves into a TFT position shall be awarded to the successful candidate from PT applicants, based on the criteria in Article 22.04.

DATED this _____ day of _____, 20____.

FOR THE UNION

FOR THE EMPLOYER

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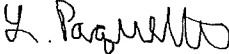
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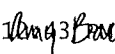
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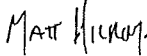
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LETTER OF UNDERSTANDING #3

Between

THE DISTRICT MUNICIPALITY OF MUSKOKA

(the "Employer")

And

The Ontario Public Service Employees Union

And its Local 397

(the "Union")

Re: Community Paramedicine

The Community Paramedicine Program operates on a two-tiered system. Training, compensation, and scope of practice are based on the level of care and will be consistent with the Collective Agreement.

Subject to the terms of this agreement, the Community Paramedicine program is subject to change or may be discontinued at any time at the discretion of the Employer. The Employer will meet with the Union prior to any major changes.

Timeline

Employees who are offered the position of Community Paramedic (CP) will be expected to fulfil the assignment for a period not less than two (2) years or two thousand one hundred and eighty-four (2,184) of CP hours worked (whichever occurs first). A CP assignment may be terminated at any time at the discretion of the Employer. Employees will return to their original position.

Training

It is the employee's responsibility to manage their own time to arrange for completion of online training and any mandatory in-class components. Online training and/or self-study may be completed during regular scheduled work hours. The employer will permit shift exchanges, use of vacation days etc. to facilitate the completion of the educational requirements.

Level 1 Community Paramedic

Level 1 Community Paramedic will perform wellness clinics, including assessments, preventative care, patient education and documentation.

When performing Level 1 assignments, the CP will receive their normal wages, as outlined in the Collective Agreement for hours worked.

Initial training will consist of online and in-class training regarding documentation, patient assessments and CP roles and responsibilities. Training may be rolled out in modules consistent with CP extended scope of practice and in alignment with community pressures and requirements.

Level 2 Community Paramedic

In addition to the above, the Level 2 CP will perform an extended scope of practice and services requiring advanced assessment and skills, including home visits, blood drawing, point-of-care blood testing, and medication administration. Should the scope and practices significantly change, the Employer and Union will meet to revisit the premium below.

Upon Completion of the required training program, when performing Level 2 autonomous shifts, the CP will receive a three percent (3%) premium in addition to wages as outlined in this Collective Agreement, for hours worked performing the practices and services outlined above.

The CP Advanced Certificate program is a combination of online and in-class training, which includes advanced assessments, mental health, palliative care, pharmacology, and advanced skills, as well as a preceptorship.

For Level 2 CP's, online training and/or self-study may be completed during regular scheduled work hours. It is the Employee's responsibility to manage their time for completion of online training and any mandatory course components.

To help accommodate study time etc., each Level 2 CP will receive one hundred and thirty-two (132) hours in their lieu bank within fourteen (14) days of commencing the program. This can be used in twelve (12) hour increments at the discretion of the enrolled student subject to the scheduling provisions of the Collective Agreement and MPS policies and procedures. In addition, the Employer will permit shift exchanges, use of vacation days etc. to facilitate the completion requirements. Time off requests by these employees, using this bank, will not count towards the maximum time off limitation outlined in the Collective Agreement. Short notice requests for time off will be managed based on operational requirements.

Should the employee voluntarily withdraw from the training program, or terminate employment, or does not fulfill the minimum commitment of two (2) years or two thousand one hundred and eighty-four (2,184) CP hours, or is not successful in completing the training program requirement, monies paid on behalf of the employee, for tuition, will be considered debt owed by the Employee and will be recovered by the Employer on a pro-rated basis (based on the amount of the term the Employee fulfilled). The Union and the Employee agree that such debt may be recovered through an agreed to payback method. If the assignment is mutually discontinued or discontinued by the employer, no payback is required. Should the Employee discontinue participation in training for any reason, remaining unused days will be forfeited.

Scheduling

Both Level 1 and Level 2 CP's will work a variety of shifts up to and including 12 twelve (12) hour work day. Shifts for the home visit program are intended to be twelve (12) hours. Other shift lengths may be mutually agreed upon between the Employee and Employer.

Seniority

Any hours worked in the capacity of CP will be treated as hours worked for the purpose of calculating seniority.

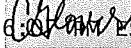
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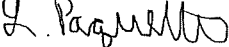
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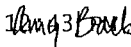
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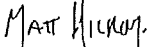
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LETTER OF UNDERSTANDING #4

Between

THE DISTRICT MUNICIPALITY OF MUSKOKA

(the "Employer")

And

The Ontario Public Service Employees Union

And its Local 397

(the "Union")

Re: Part-Time Scheduling Committee

The parties had considerable discussion during bargaining about part-time scheduling and agreed that it would be in their mutual interest to create a Part-Time Scheduling Committee, chaired by the Deputy Chief and Union President to focus on strategies to enhance attraction, retention, schedule predictability for part-time staff.

The composition of the Part-Time Scheduling Committee will include, but is not limited to:

- a) Deputy Chief
- b) Union President
- c) Scheduler
- d) Two (2) part-time Paramedics (to be appointed by the Union)

The parties agree to hold the first meeting within sixty (6) days of ratification. The meeting minutes will be shared with the Labour Management Committee.

DATED this _____ day of _____, 20____.

FOR THE UNION

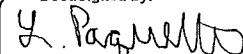
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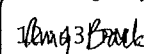
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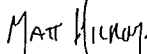
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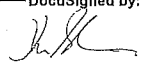
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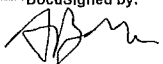


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LETTER OF UNDERSTANDING #5

Between

THE DISTRICT MUNICIPALITY OF MUSKOKA

(the "Employer")

And

The Ontario Public Service Employees Union

And its Local 397

(the "Union")

Re: Paid Stat Holidays Scheduling Based on Seniority

Requests for time off on a paid stat holiday will be approved based on seniority when the requests are received within fourteen (14) days following the timeframe provided in Article 15.07 (b).

If a paid stat holiday falls on a Friday or a Monday, requests for the adjacent Saturday and Sunday will be considered within this process.

For example, requests for time off on July 1, 2025 may be submitted between July 1-15, 2024 and any requests received in that timeframe will be approved based on seniority, up to the maximum number of time off requests as provided in Article 15.07 (a). Any requests received outside of that timeframe will be approved as outlined in Article 15.

DATED this _____ day of _____, 20____.

FOR THE UNION

FOR THE EMPLOYER

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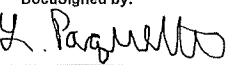
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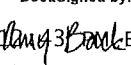
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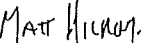
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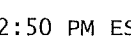
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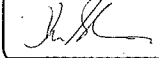
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