

**The Corporation of the County of Perth**

**By-law Number 3384-2013**

**A By-law to authorize the execution of a three year collective agreement with The Canadian Union of Public Employees, Local 4514**

**Whereas** Section 8(1) of the Municipal Act, 2001, S.O. 2001, c.25 as amended, provides that the powers of a municipality under this or any other Act, shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality's ability to respond to municipal issues;

**And Whereas** Section 9 of the Municipal Act, 2001, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

**And Whereas** Section 11(1) of the Municipal Act, 2001, provides that a upper-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**Now Therefore be it Resolved** that the Council of The Corporation of the County of Perth enacts as follows:

1. That the Collective Agreement between The Corporation of the County of Perth and The Canadian Union of Public Employees, Local 4514 is hereby approved; and
2. The Collective Agreement be effective January 1, 2013 and end December 31, 2015; and
3. The Collective Agreement be attached hereto as Schedule "A" and forms a part of this by-law;
4. The Warden, Clerk, Emergency Management Services Chief and Emergency Management Services Deputy Chief are hereby authorized to execute the Collective Agreement an all other documents necessary to implement the Collective Agreement on behalf of and for this Corporation and to affix the corporate seal thereto.

Read a first and second time this 21<sup>st</sup> day of November, 2013.

Read a third and final time this 21<sup>st</sup> day of November, 2013.

**ORIGINAL SIGNED**

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Vince Judge, Warden

**ORIGINAL SIGNED**

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Kerri Ann O'Rourke, County Clerk

# **COLLECTIVE AGREEMENT**

**Between**

**CORPORATION OF THE COUNTY OF PERTH**



**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4514**



Expiring December 31, 2015

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# **Collective Agreement: County of Perth & CUPE Local 4514**

Updated by  
Human Resources

*November 12, 2013*

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## **COLLECTIVE AGREEMENT**

between

**CORPORATION OF THE COUNTY OF PERTH**  
**(Hereinafter called the "County")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 4514**  
**(Hereinafter called the "Union")**

## **ARTICLE 1 – PREAMBLE**

### **1.01 – Preamble**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the County and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the County and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the County to secure the best possible care and health protection for clients.

The parties herein agree that the terms of the collective agreement as stated in this document shall be from January 1, 2013 to December 31, 2015.

### **1.02 – Feminine/Masculine Pronouns**

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

### **1.03 – Recognition**

The County recognizes the Canadian Union of Public Employees and Local 4514 as the sole and exclusive bargaining agent for all paramedical employees of the Corporation of the County of Perth save and except supervisors and persons above the rank of supervisor.

### **1.04 – Management Rights**

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

- a) maintain order, discipline and efficiency, and to establish and enforce reasonable rules and regulations governing the conduct of the employee, which rules and regulations are primarily designed to safeguard the interests of the County;
- b) hire, discharge, classify, direct, transfer, lay off, promote, demote, suspend or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; and
- c) generally to operate the County in a manner consistent with the obligations of the County to the general public in the community served.

The County agrees that these functions will be exercised in a manner consistent with the other provisions of this Agreement.

### **1.05 – Legislation and Regulation**

The County and the Union acknowledge and agree that the County and the employees are required to comply with the *Ambulance Act* and its Regulations. Any conflict between the terms of this Agreement and that legislation shall be resolved in favour of the legislation.



## **ARTICLE 2 - DEFINITIONS**

### **2.01 – Temporary Employee**

Employees may be hired for a specific term not to exceed twelve (12) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer on its own for up to twelve (12) months where the leave of the person being replaced extends that long. The period of employment of such persons shall not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his/her probation period shall be credited with the seniority from the date of hire.

The County shall outline to employees selected to fulfill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

Should a temporary employee become a permanent employee, all hours worked in a temporary position shall be credited towards their probationary period and all seniority accumulated shall be credited to them on the permanent seniority list.

### **2.02 – Full-time Employee**

A full-time employee is an employee hired as a full-time employee who is regularly scheduled for hours in accordance with Article 14.01 and has completed his/her probationary period.

### **2.03 – Part-Time Employee**

A part-time employee is an employee hired as a part-time employee who has completed his/her probationary period. A part-time employee may be given scheduled/unscheduled shifts or may be called in by the County to work on an Emergency call-in basis as defined by Article 14.10 - Filling Emergency Call-In Shifts, Part-time employees shall be required to provide regular updates as to their availability for work, as required by Article 15.02 Part Time Availability. A part-time employee who fails to comply with Article 15.02, Part Time Employee Availability, shall be dealt with in accordance with the provisions of Article 15.02.

## **ARTICLE 3 - RELATIONSHIP**

### **3.01 – No Discrimination**

The parties agree that every person has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap and that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the County by reason of race, creed, colour, ethnic origin, citizenship, age, sex, marital

status or record of offences, as defined in the Ontario Human Rights Code, nationality, ancestry or place of origin, family status, same sex partnership status, handicap and sexual orientation. The County and the Union further agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his/her activity or lack of activity in the Union.

### **3.02 – Union Dues**

The County agrees to deduct from every employee the monthly membership dues, in accordance with the Union By-Laws, and owing by him to the Union. Deductions shall be made from each pay under direct remittance to the CUPE National Office by the 15<sup>th</sup> day of the month following, accompanied by a list of the names of the employees from whom such deductions have been made.

## **ARTICLE 4 – STRIKES & LOCKOUTS**

The Union agrees there shall be no strikes and the County agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act, 1995*.

## **ARTICLE 5 – UNION SECURITY**

The Union shall indemnify and save the County harmless against any and all claims, demands, suits or actions arising out of conduct of the County engaged in for the purpose of complying with this Article.

### **5.01 – Collective Agreement**

All employees shall be given a copy of the Collective Agreement at the time they are employed. Cost of printing will be shared equally by the Employer and the Union provided such printing is performed at a unionized printing facility.

The parties agree that the Collective agreement shall be printed within 30 days of ratification.

### **5.02 - Address of Employees**

The County will provide the Union with a list of addresses of all employees in the Bargaining Unit every April 1<sup>st</sup> and October 1st and it is the responsibility of all employees to update Human Resources and EMS Admin Clerk on address changes within a reasonable time frame.

### **5.03 - Meeting Space**

The County shall provide sufficient meeting space to allow the Local to hold its monthly meeting on County premises, provided such space is available.

#### **5.04 – Written Notice**

The Union shall be provided a copy of any written notice to an employee that he or she may be subject to termination, demotion, transfer, or other adverse impact.

#### **5.05 - T4 Slips**

The County will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the County's payroll system.

#### **5.06 – Notification to Union**

The County will provide the Union with a list, monthly of all hiring's, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the County's payroll system.

The parties agree that the Union and the Employer will be involved in Return to Work issues. Furthermore, the Employer shall forward a copy of all Form 7's to the Union Return to Work Representative when submitting same to the Workplace Safety and Insurance Board.

#### **5.07 – Employee Interview**

A new employee will have the opportunity to meet with a representative of the Union in the employ of the County for a period of up to one (1) hour during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the County as part of the orientation program.

#### **5.08 – No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the County or its representative(s) that conflicts with the terms of this Agreement.

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

#### **5.09 – Bulletin Boards**

- a) A Bulletin Board designated as "Union Bulletin" shall be provided by the County at each base. The Union shall have the right to post notices provided they are in good taste. The Manager of Human Resources or EMS Management staff or designate may remove those that do not meet the above requirements.
- b) Where the employer utilizes an electronic communication medium (Corporate Intranet), the employer will email or electronically alert all employees of new communications. Employees will access the employers communication through posted hard copies and/or their corporate email accounts or by checking the electronic communication medium (Corporate Internet) at the start of each shift or as soon as operationally possible within the shift.

## **5.10 – Correspondence**

All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Manager or designate and the President of the Union local or designate.

## **5.11- Collective Agreement Orientation**

The Employer shall work jointly with the Union to educate members on the changes of the Collective Agreement, at a mutually agreeable time.

# **ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES**

## **6.01 – Union Activity on Premises and/or Access to Premises**

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

## **6.02 – Labour-Management Committee**

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation programme for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

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

## **6.03 – Negotiating Committee**

- a) The County and the Union agree to recognize each other's respective negotiating committee for the purpose of negotiating a renewal agreement. The Union's bargaining committee shall consist of not more than five (5) bargaining unit members. The County agrees to pay bargaining unit members of the Union negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not

including arbitration. In addition to the five (5) bargaining unit members, the Union shall be entitled to the assistance of a Canadian Union of Public Employees National Representative as part of their negotiating committee.

- b) When direct negotiations begin or end within eight (8) hours of a negotiating team member's scheduled shift, the County will endeavour to provide a one day's leave of absence with pay, (such lost wages to be billed to the Union for reimbursement to the Employer) to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered a leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02 Union Business.

#### **6.04 – Union Stewards**

- a) The County agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- b) A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- c) The Union shall keep the County notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- d) It is agreed that Union Stewards have their regular duties and responsibilities to perform for the County and shall not leave their regular duties without first obtaining permission from their immediate or duty supervisor. Such permission shall not be unreasonably withheld. When resuming his/her regular duties and responsibilities, such steward shall again report to his/her immediate or duty supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his/her regular scheduled working hours.
- e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.
- f) There shall be five (5) stewards within the bargaining unit.

#### **6.05 – Union Representation and Committees**

- a) The County shall recognize a Grievance Committee composed of the President, the five (5) stewards and the member directly involved in the filing of the grievance who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- b) The Union shall keep the County notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- c) A Committee member shall suffer no loss of earnings for time spent during his/her regular scheduled working hours in attending grievance meetings with the Employer up to, butnot including arbitration. Only one Committee member may attend at each grievance meeting.

## **ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **7.01 – Definitions**

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

### **7.02 – Right of Presence**

At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the County shall notify the employee of this right in advance.

### **7.03 – Grievance and Arbitration Procedure**

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor or designate the opportunity of adjusting his/her complaint. The grievor may have the assistance of a Union Steward if he or she desires. Such complaint shall be discussed with his/her immediate supervisor within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within ten (10) calendar days, it shall then be taken up as a grievance within ten (10) calendar days following advice of his/her immediate supervisor's decision in the following manner and sequence:

#### **Step No. 1**

The employee, who may be accompanied by a Steward, may submit a written grievance signed by the employee to the Director or designate. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement that are alleged to be violated. The Union and the County may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Director or designate will deliver his/her decision in writing within Ten (10) calendar days following the day on which the grievance was presented to him/her. Failing settlement or response, then:

#### **Step No. 2**

Within ten (10) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Human Resources Manager or designate. A meeting will then be held between the Human Resources Manager or designate and the Grievance Committee within Ten (10) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Human Resources Manager or designate may have such counsel and assistance as he/she may desire at such meeting. The decision of the Human Resources Manager or designate shall be delivered in writing within ten (10) calendar days following the date of such meeting.

## **7.04 – Policy Grievances**

Both parties shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the administration, interpretation, application or alleged violation of the Agreement. Such grievance shall be presented in writing by a senior member of either party to the Human Resources Manager or the President of the Local Union and National Representative at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

## **7.05 – Group Grievances**

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

## **7.06 – Discipline or Discharge**

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievances is lodged by the employee with the County at Step No. 2 within ten (10) calendar days after the date the discharge or suspension is affected. Such special grievances may be settled under the Grievance or Arbitration Procedure by:

- a) confirming the County's action in dismissing the employee; or
- b) reinstating the employee with or without full compensation for the time lost; or
- c) by any other arrangement which may be deemed just and equitable.

Wherever the County deems it necessary to suspend or discharge an employee, the County shall notify the Union of such suspension or discharge in writing. The County agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his/her probationary period, without just cause. An employee who has been suspended pending further investigation and disposition will continue to receive full wages.

## **7.07 - Arbitration**

- a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within

sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

## **7.08 – Agreements Binding**

All agreements reached under the Grievance Procedure between the representatives of the County and the representatives of the Union will be final and binding upon the County and the Union and the employees.

## **7.09 – Requests to Ministry**

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

## **7.10 – Appointment**

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

## **7.11 – Protocol**

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

## **7.12 – Consistency with Agreement**

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

## **7.13 – Decision Final**

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

## **7.14 – Expenses**

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



### **7.15 – Time Limits**

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

### **7.16 – Single Arbitrator**

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

## **ARTICLE 8 – ACCESS TO FILES**

### **8.01 – Access to Personnel File**

Each employee shall have reasonable access by appointment to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Human Resources Manager or designate during County Administration Business Hours. All reference letters obtained by the County shall be removed from the Personnel File before the employee shall be entitled to review it. An employee has the right to request copies of any evaluations in this file.

### **8.02 – Clearing of Record**

All letters of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free of similar incidents for a period of 18 months.

## **ARTICLE 9 – SENIORITY**

### **9.01 – Probationary Period**

A new employee shall be considered on probation until he/she has completed seven hundred and twenty (720) hours of work. Upon completion of the probationary period, the employee shall be credited with seniority equal to the actual number of hours worked within the said period. With the written consent of the County, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any proposed extensions shall be agreed to in writing and shall specify the length of the extension. In accordance with Article 7.06 – Discipline or Discharge, the release or dismissal of an employee during the probationary period shall not be the subject of a grievance or arbitration.

### **9.02 (a) – Definition of Seniority for Full-Time**

Seniority shall be accumulated on the basis of two-thousand one hundred and eighty-four (2184) non-overtime hours per year worked in the bargaining unit since the date of hire. Any time worked in excess of 2184 hours per year shall not be considered in calculating seniority.

## **9.02 (b) – Definition of Seniority for Part-Time Employees**

- (a) when actually at work for the employer;
- (b) when absent due to illness or injury as verified by a medical certificate from a duly qualified medical practitioner for a period of time in excess of four (4) weeks to a maximum of eighteen (18) months (77 weeks);
- (c) where the employee is receiving weekly benefits from Workers' Compensation for a period of 24 months (104 weeks);
- (d) when absent on any statutory approved leave of absence.

The credited seniority for part-time employees when absent from work in accordance with b), c) and d) above, shall be calculated by determining the total number of hours the employee worked, by the Employer in the previous 12 months prior to the first day of absence and then pro-rated for the period of absence.

## **9.03 – Seniority Lists**

The County shall maintain a seniority list of the Bargaining Unit, showing the date upon which each employee's service commenced and the hours worked for each employee from the date of hire. There shall be two separate seniority lists, one for full-time employees and one for part-time employees. Temporary employees shall accumulate seniority as per Article 2.01. An up-to-date seniority list shall be sent to the Union and posted on electronic medium (Corporate Internet) every 3 months. Any alleged errors or omissions must be brought to the attention of the Human Resources Manager within 30 days of the seniority list posting, failing which the list shall be deemed final and conclusive.

## **9.04 – Loss of Seniority**

An employee shall lose all seniority and service and shall be deemed to have terminated his or her employment if he/she:

- a) resigns;
- b) is discharged and not reinstated through the grievance/arbitration process;
- c) is retired;
- d) is absent from scheduled work for a period of three (3) or more consecutive scheduled shifts without providing a reason satisfactory to the County;
- e) has been laid off for twenty-four (24) months;
- f) has been laid off and fails to return to work within seven (7) calendar days after he/she has been notified by the County through registered mail addressed to the last address on the records of the County, subject to any special provisions regarding temporary vacancies noted under the heading of Article 9.10 Layoff and Recall;
- g) accepts gainful employment with another employer as a paramedic while on leave of absence without obtaining the prior written consent of the County;
- h) is absent due to illness or disability for a period of twenty-four (24) calendar months from the time the disability or illness commenced.

## **9.05 – Effect of Absence**

Unless otherwise provided in the Collective Agreement:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) calendar days or any approved absence paid by the County, pursuant to Articles 12.02 – Union Business 12.04 – Bereavement Leave, 12.05 – Jury and Witness Duty, 12.08 – Education Leave, 17 – Public Holidays and 18 - Vacation, both seniority and service shall accrue.
- b) During an unpaid absence exceeding thirty (30) calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the County will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, service shall accrue for both WSIB and STD for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB or STD benefits.
- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue while an employee is on STD for 15 weeks and for twenty-four (24) months while an employee is on WSIB or LTD, or for a period of eighteen (18) months if an employee's unpaid absence is due to an illness.

## **9.06 – Job Posting**

- a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the County, such vacancy shall be posted at each base for a period of seven (7) consecutive calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referred to herein. The County will endeavor to post permanent vacancies within thirty (30) days.
- b) The postings shall stipulate the qualifications and rate of pay and a copy shall be provided to the President and/or designate.
- c) The County shall update the seniority of the applicants as of the date of the posting.
  - i. Where more than one employee is hired to start employment on the same day, or more than one part-time employee applies for a job posting and have the same amount of hours on the part-time seniority list at the time of transfer, seniority preference and placement on the seniority list shall be decided by a random draw mutually acceptable to the County and the Union. The random draw shall be conducted as close as possible to the date of hire.

The affected employees (those employees who have the same date of hire) a member of the Union executive and the Labour advisor shall be present at that random draw. A record of those present and the results of

the draw shall be signed by all those present at the conclusion of the draw, with copies to the employees and the Union. The seniority list shall show the placement of the affected employees in accordance with the random draw with a notation at the bottom of the seniority list.

- d) In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job as per the Ambulance Act.
- e) The successful applicant shall be allowed a trial period of up to thirty calendar (30) days, during which the County will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the County to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- f) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants shall be posted, with a copy provided to the Union.
- g) During the period of posting the County reserves the right to temporarily fill any vacancy at its discretion. Notices shall contain the qualifications and rate of pay The successful applicant on a Job Posting shall not be eligible to bid on another Job Posting within a six (6) month period from the expiry date of the Job Posting for which he/she was successful, unless an opportunity arises which allows the employee to change his/her permanent status (i.e. part-time to full-time or full-time vacancy). Upon the completion of the contract position, the employee in the contract that is ending can bump into another contract position held by the person with the lowest seniority. If such bumping occurs, it can only take effect at the start of the next pay period provided that the Employer has received at least five (5) calendar days' notice, failing which it shall take effect at the start of an additional pay period. This bumping shall take precedence over any potential claim under Articles 14 and 15.
- h) No application for transfer from a regular employee shall be accepted unless the employee has been in the position he/she is holding for at least three (3) months after completion of his/her probationary period or unless the Director of EMS gives approval for the application to be filed.
- i) The County reserves the right to hire outside help, provided the applicants under 9.06 are not qualified to perform the requirements of the job concerned.
- j) Temporary full time positions resulting from, but not limited to, leaves of absences greater than four (4) months shall be filled on a contract basis. All other such leaves may be filled on a contract basis at the Employer's discretion. This can only take effect at the start of the next pay period provided that the Employer has received at least five (5) calendar days' notice, failing which it shall take effect at the start of an additional pay period.

## **9.07 – Temporary Transfer and Seniority Outside the Bargaining Unit**

- a) No employee shall be transferred or promoted to a position outside the bargaining unit without his/her consent.
- b) An employee who is transferred or promoted to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the

employee is returned by the County to a position in the bargaining unit within twelve (12) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

- c) In the event an employee transferred or promoted out of the bargaining unit under (b) above is returned to the bargaining unit within a period of three (3) calendar months, he/she shall accumulate seniority during the period of time outside the bargaining unit.

## **9.08 – Transfer of Seniority and Service**

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

- a) an employee whose status is changed from full-time to part-time shall receive full credit for his/her seniority and service;
- b) an employee whose status is changed from part-time to full-time shall receive credit for his/her seniority and service on the basis of one (1) year for each two thousand one hundred and eighty-four (2184) hours worked.
- c) For the purposes of this provision, overtime hours worked and hours worked on call shall not count.
- d) A full-time employee may make a request to transfer to a part-time position and such request will not be unreasonably denied.

## **9.09 – Notice**

- a) In the event of a proposed layoff with the County of a permanent or long-term nature or the elimination of a position within the bargaining unit, the County shall:
  - 1. provide the Union with no less than four (4) months' written notice of the proposed layoff or elimination of position; and
  - 2. provide to the affected employee(s), if any, who will be laid off with no less than four (4) months written notice of layoff, or pay in lieu thereof.

**Note:** Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (1) above shall be considered notice to the Union of any subsequent layoff.

- b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
  - 1. the reassignment of the employee is to an appropriate permanent job with the County having regard to the employee's skills, qualifications and training or training requirement;
  - 2. the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

3. the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
4. the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
5. where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

## **9.10 – Layoff and Recall**

An employee in receipt of notice of layoff pursuant to 9.09(a) (2) may:

- a) accept the layoff; or
- b) opt to receive termination and/or severance pay as outlined in Article 9.12; or
- c) opt to retire, if eligible under the terms of the Ontario Municipal Employees Retirement System (OMERS) as outlined in Article 19.04(a).

Employees shall be laid off in reverse order of seniority.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

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

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

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

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

### **9.11 – Benefits on Layoff**

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

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

### **9.12 – Severance and Termination Pay**

Severance and termination pay, if applicable, shall be paid in accordance with the *Employment Standards Act, 2000*. For the purposes of future termination or severance pay, each employee's date of hire with the County shall be deemed to be December 10, 2000 at 07:00 hours or the actual date of hire, whichever is most recent.

### **9.13 – Portability of Service**

An employee hired by the County with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the County. Any such claim shall be accompanied by verification of previous related experience. The County shall then evaluate such experience during the probationary period following hiring. Where, in the opinion of the County, such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employees probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

### **9.14 – Technological Change**

- a) The County undertakes to notify the Union in advance, so far as practicable, of any technological changes which the County has decided to introduce which will significantly change the status of employees within the bargaining unit.
- b) The County agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.
- c) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees will be given a period of training, with due consideration being given to the employees age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The County will assume the cost of tuition and travel. There will be no reduction in wage or salary rates during the training period of any such employee. Training will be given during the hours of work whenever possible and may extend for up to six (6) months.

## **ARTICLE 10 - CONTRACTING OUT**

### **10.01 – Contracting Out**

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

### **10.02 – Contracting Out Exception**

Notwithstanding the foregoing, the County may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the County provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractors, agrees:

1. to employ the employees thus displaced from the County; and
2. in doing so to stand, with respect to that work, in the place of the County for the purposes of the County's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

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

### **10.03 – Contracting In**

The parties mutually agree to implement an ad hoc committee composed of no more than two (2) representatives from the County and two (2) representatives from the Union prior to contracting out or laying off in order to review the issues and affording the Union an opportunity to present alternate solutions. The parties will meet at least two (2) months in advance.

## **ARTICLE 11 – WORK OF THE BARGAINING UNIT**

### **11.01 – Work of the Bargaining Unit**

- a) Employees not covered by the terms of this Agreement shall not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available. However, paramedic supervisory staff shall be entitled to continue their existing practice of performing bargaining unit work.
- b) Volunteers will not be used to perform bargaining unit work.
- c) Should the non union supervisors require "on duty time" to maintain their certifications the Supervisors will be allowed to back fill "open shifts" to fulfill the certification requirements, when no bargaining unit employee is available.
- d) The County reserves the right to fill openings created by moving a union employee to acting supervisor with a non union supervisor on an ad hoc basis to



facilitate the training of new Supervisors and "Acting Supervisors" not to exceed 3 months duration per event.

- e) No paramedic shall be displaced in the fulfillment of the conditions stated above.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **12.01 – Personal Leave**

The County may grant a leave of absence, without pay, for personal reasons and shall not be unreasonably withheld if:

- (a) the employee requests it from the County in writing at least four (4) weeks in advance unless not reasonably possible to give such notice in which case such notice shall be given as soon as reasonably possible;
- (b) the County shall provide a written reply within ten (10) days of the request;
- (c) the leave does not unduly interfere with operations;
- (d) the leave does not exceed six (6) months;
- (e) the leave is not for the purposes of working elsewhere;
- (f) leave for education purposes must be related to advancing their knowledge as a paramedic;
- (g) the leave may be extended at the County's discretion for a further period of six (6) months upon written request by the employee with at least two (2) weeks' notice.
- (h) Leaves of absence without pay will only be granted once vacation earned prior to and during the leave have been used to the nearest full shift. As well, banked public holidays and lieu time must be depleted to the nearest full shift.

This article shall not apply to statutory leaves of absence.

### **12.02 – Union Business**

- a) The County shall grant leave of absence with pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the County. Such leave will be pre-authorized by the President or designate of the Local, and wages and benefits will be reimbursed by the Local. A written copy of such authorization will be provided in writing by the President or designate of the Local to the Director of EMS. Such leave will not be unreasonably denied. Such time shall not exceed a combined total of forty (40) calendar days in any one calendar year.
- b) In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) calendar days clear notice in writing to the County, unless not reasonably possible to give such notice.
- c) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the County on the basis of what his/her normal regular hours of

work would have been, provided that the Union reimburses the County in the amount of such salary and applicable benefits within thirty (30) calendar days of billing.

### **12.03(a) – Full-Time Position with the Union**

- a) Upon application by the Union, in writing, the County shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.
- b) Seniority shall accumulate for employees during such leave on the basis of what his/her normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.
- c) The employee shall notify the County of his/her intention to return to work at least eight (8) weeks prior to the date of such return. The employee shall be returned to his/her former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.
- d) Notwithstanding Article 2.01, the County may fill the vacancy resulting from such leave on a temporary basis.

### **12.03(b) – Part-time Position with Union**

Seniority and service shall accrue at a maximum of forty-two (42) hours per week during such leave as per Article 9.02.

### **12.04 – Bereavement Leave**

Any full-time employee who notifies the County as soon as possible following bereavement will be granted bereavement leave as follows:

5 shifts – spouse, child, parent

3 shifts – brother, sister, father-in-law, mother-in-law, grand parent, grandchild

2 shifts – brother-in-law, sister-in law,

1 shift – aunt, uncle, niece, nephew, spouse’s grandparents

1 shift – pall bearer

The County, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the County may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

The Employer shall grant two (2) additional days of unpaid bereavement leave to an employee who is required to travel more than 1000 km roundtrip to attend the funeral

of one of the individuals listed above. Employees shall be entitled to use any outstanding vacations, public holiday or lieu time entitlements to cover this unpaid time.

### **12.05 – Jury & Witness Duty**

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

- a) notifies the County immediately upon the employee's notification that he/she will be required to attend at court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the County the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

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

Where the County is unable to reschedule the employee and, as a result, he/she is required to attend during other than his/her regularly scheduled paid hours, he/she shall be paid for all hours actually spent at such hearing at his/her straight time hourly rate subject to (a), (b) and (c) above.

### **12.06 (1) – Pregnancy Leave**

- a) Employees will be entitled to pregnancy leave in accordance with the provisions of the Employment Standards Act, 2000 as amended from time to time.
- b) An employee who is entitled to the leave is required to give the County at least two (2) weeks' notice in writing of the date the leave is to begin and include a medical certificate estimating the date of delivery. Employees are encouraged to give more advance notice than the required two (2) weeks, to assist the County in making alternate arrangements.
- c) An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two (2) weeks written notice before the earlier date. She may change to a later date by giving two (2) weeks' notice before the leave was to begin.
- d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her

weekly Employment Insurance benefits and any other earnings. Employees must provide proof of Employment Insurance benefits to the County before payment of the benefit will be made.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

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

- e) If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the County written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.
- f) A pregnancy leave shall normally end seventeen (17) weeks after it begins, but if the mother suffers a still-birth or miscarriage, or the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the still-birth, miscarriage, or birth, or seventeen (17) weeks after the pregnancy leave commenced, whichever is later.
- g) If the employee has been on her pregnancy leave for seventeen (17) weeks, but the child has not yet been born, the pregnancy leave shall end when the baby is born and the employee shall be entitled to take a parental leave immediately after the birth.
- h) If an employee on pregnancy leave wishes to change the date of return to work to an earlier date, she must give the County four (4) weeks written notice of the date on which she intends to return. If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the Employer four (4) weeks written notice before the date the leave was to end.
- i) While an employee is on pregnancy leave, the County shall continue to make its contributions to life insurance, accidental death, extended health and dental coverage. In addition, the County shall match the contributions of an employee who elects to purchase all or part of a pregnancy leave period as credited service from OMERS by the end of the year following the year in which the leave period ended.
- j) Seniority and credited service continue to accrue during pregnancy leave, and following the leave, the employee shall be reinstated to the same position if it still exists or to a comparable position if it does not. On reinstatement, the employee shall be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if she had worked through the leave.
- k) The County shall not pay wages to an employee while she is on pregnancy leave.
- l) Full-time employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on parental leave.

- m) For part-time-employees, the normal weekly earning shall be determined by dividing the employee's earnings as per the Record of Employment, issued under the requirements of the Human Resources Development Commission, by the corresponding number of weeks.

## **12.06 (2) Paternity Leave**

Employees shall suffer no loss of pay to a maximum of twelve (12) hours in the event of being unable to report to work or leaving work early on the occasion of their child being born.

## **12.07 – Parental Leave**

- a) Employees will be entitled to parental leave in accordance with the provisions of the Employment Standards Act, 2000 as amended from time to time. An employee who is a parent and has been employed with the County for at least thirteen (13) weeks before the birth of a child, or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time, is entitled to unpaid parental leave.
- b) Both parents are eligible to take a parental leave. A parent who has taken a pregnancy leave is eligible to thirty-five (35) weeks. All other parents are entitled to thirty-seven (37) weeks. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- c) For a birth mother, parental leave commences when her pregnancy leave ends.
- d) For all others covered by definitions as per the Employment Standards Act, 2000, Parental Leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care and control of a parent.
- e) An employee who is entitled to a parental leave is required to give the County two (2) weeks written notice prior to the commencement of the leave. Employees are encouraged to give more than the required two (2) weeks, to assist the County in making alternate arrangements.
- f) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.
- g) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the County written notice of his or her intent to take the parental leave.
- h) If an employee on parental leave wishes to change the date of return to work to an earlier date, he or she must give the County four (4) weeks written notice of the date on which he or she intends to return.
- i) If an employee wishes to change the date of return to work to a later date [but subject to the maximum length of leave], the employee must give the County four (4) weeks written notice before the date the leave was to end.

- j) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement, who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act will be eligible to be paid a supplemental unemployment benefit for a period not exceeding twelve (12) weeks should the employee have qualified for and received the supplementary unemployment benefits (SUB) provided under Article 12.06(d) of this Agreement in respect of the same child(ren). Employees who have not qualified for and have not received the supplementary unemployment benefits provided under Article 12.06 (d) of this agreement will be eligible to be paid a supplemental unemployment benefit for a period not exceeding fifteen seventeen (17) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of the employee's weekly Employment Insurance benefits and any other earnings. Employees must provide proof of Employment Insurance benefits to the County before payment of the benefit will be made.
- k) Full-time employee's normal weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that he/she would be entitled to receive if he/she were not on parental leave.
- For part-time employees, the normal weekly earning shall be determined by dividing the employee's earnings as per the Record of Employment, issued under the requirements of the Human Resources Development Commission, by the corresponding number of weeks.
- l) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- m) While an employee is on parental leave, the County shall continue to make its contributions to life insurance, accidental death, extended health and dental coverage. In addition, the County shall match the contributions of an employee who elects to purchase all or part of a pregnancy leave period as credited service from OMERS by the end of the year following the year in which the leave period ended.
- n) Seniority and credited service continue to accrue during parental leave and, following the leave, the employee shall be reinstated to the same position if it still exists or to a comparable position if it does not. On reinstatement, the employee shall be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave.
- o) The County shall not pay wages to an employee while he or she is on parental leave.

## **12.08 – Education Leave**

- a) If required by the County, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- b) Where employees are required by the County to take courses to upgrade or acquire new employment qualifications, the County shall pay the full costs associated with the courses.
- c) Subject to operational requirements, the County will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the County.
- d) This provision does not apply to training or upgrading for the position of Advance Care Paramedic (P2).

## **12.09 – Pre-Paid Leave Plan**

- a) The four years over five plan has been developed to afford employees the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years' salary over a five (5) year period. At the employees request, a differing percentage of wages may be deposited which would afford them the ability to take such leave prior to every five (5) years. If such request is made, the parties shall determine the hours required to do so.
- b) Any employee having four thousand three hundred and sixty eight (4368) hours seniority with the County is eligible to participate in the plan. An employee must make written application at least three (3) months before the starting date to their Director requesting permission to participate in the plan. Approval shall rest with the Director of Emergency Medical Services. The County shall limit the number of employees to one (1) person per year.
- c) Leave period benefits:
  - i. Benefit coverage shall be in accordance with Article 19 and may be maintained by the employee during the leave period subject to the County's carrier's regulations. Employees will pay one hundred percent (100%) of all premiums prior to the commencement of the leave.
  - ii. The leave of absence shall be taken only in the year as determined in paragraph (a) above. During the year of the leave, seniority will be retained but will not accumulate. Service for the purpose of vacation and salary progression will be retained but will not accumulate during the period of the leave.
- d) Return from Leave:
  - i. On returning from leave, an employee shall be placed in a similar position to that which he/she held immediately prior to going on leave.
  - ii. The County and the employee may agree to defer the leave of absence if mutually agreed upon.
  - iii. For purposes of OMERS, the employee will be considered to be on a leave of absence without pay while absent during the year of leave. In the event the employee wishes to protect this period of broken service for pension purposes, he/she will be solely responsible for paying the employer's and

the employee's share based on his/her rate of pay immediately prior to the leave, (in accordance with OMERS' terms and conditions).

- iv. With two (2) calendar months' written notice, an employee may withdraw from the plan at any time prior to taking his/her leave of absence. Once the leave period has commenced, it cannot be cancelled by the employee and must run through to its conclusion unless the County agrees otherwise. The employee shall give ninety (90) calendar days' notice of intent to not return.
- v. The employee shall not be paid for sick leave during his/her leave of absence.
- vi. The County may endeavor to find a temporary replacement for the employee as far in advance as possible. If the County is unable to find a suitable replacement, it may postpone the leave. The County will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan.
- vii. Final approval for entry to the pre-paid leave program will be subject to the employee entering a formal agreement with an outside group calling for regular payment over a four (4) year period or such other period as determined by the parties under paragraph (a) above. The County is to be provided with a copy of this agreement. The County has no responsibility for the administration of the plan, but agrees to forward a set dollar amount from every pay via the direct deposit payroll system if possible, as long as this system is continued.
- viii. As an alternative to vii above, an employee may enter the pre-paid leave program by signing a formal salary deferral agreement with the Employer. Under this arrangement, twenty percent (20%) (5 year leave plan), or such other amount as may be determined by the parties under paragraph (a) above, of gross annual salary earned (not including overtime), will be directly deposited into a savings account "in trust" for the employee at the County's bank. Interest will be paid annually to the employee. The principal balance in the trust fund will be paid to the employee in the final year of the plan (the year of absence from the workplace) as two (2) lump sum payments or spread out over the regular pay periods.
- ix. The County and the employee may agree to defer the leave of absence for a maximum of one (1) year. Any other changes to the terms of the plan also require the County's approval. Should the plan be terminated early, all principal and interest will be returned to the employee subject to statutory deductions as required.
- x. After the leave is taken in the final year of the plan (the year of absence from the workplace) the employee must return to work for a period of at least one (1) year.

## **12.10 – Family Medical Leave**

Employees shall be entitled to Family Medical Leave in accordance with the provisions of the *Employment Standards Act*.



## **ARTICLE 13 – RTW, SICK LEAVE, INJURY & DISABILITY**

### **13.00 – Return to Work Committee**

The two parties agree to a Joint Return to Work Committee (maximum two members from each party), for the purpose of agreeing to Terms of Reference and Corporate Policy.

### **13.01 – Return to Work**

An individualized return to work plan will be developed jointly between the Employer, Worker and Union. All temporarily injured workers shall be accommodated at the same wage and remain under the provisions of the current Collective Agreement, although they may be assigned work not covered by the Collective Agreement. Employees must provide at least 48 hours' notice of an intention to return to regular duties and provide sufficient medical documentation as required by the County.

### **13.02 – Emergency Leave**

- a) All employees are entitled to a leave of absence without pay because of any of the following:
  - i. A personal illness, injury or medical emergency.
  - ii. The death, illness, injury, medical emergency of, or other urgent matter concerning one of the following:

the employee's spouse, same-sex partner, parent, step-parent, foster-parent or parent-in-law, child step-child foster child, grandparent, step-parent, grandchild, step-grandchild, brother, sister, spouse or same-sex partner of a child of the employee, a relative who is dependent on the employee for care or assistance, and the child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee's spouse or same-sex partner.
- b) An employee who wishes to take an emergency leave shall advise their Supervisor or designate that he/she will be doing so. If the employee must begin the leave before advising the Supervisor or designate, the employee shall advise their Supervisor or designate of the leave as soon as possible after beginning it.
- c) An employee is entitled to take a total of ten (10) shifts or partial shifts of leave each year. Any part of a shift shall be deemed to be one full day's emergency leave.
- d) The County may require the employee to provide evidence reasonable in the circumstances that the employee is entitled to the leave.
- e) Per Article 13.02 (a) all Emergency Leave days taken, will be deducted from the employees' sick bank entitlement at the request of the employee.

### **13.03 – Sick Leave and Short Term Disability (Weekly Indemnity)**

This Article is applicable to full-time employees only.

- a) Annual Sick Leave Allotment

Effective January 1, 2011 a full-time employee will be entitled to up to ninety-six (96) hours of sick leave with full pay per calendar year. Effective January 1, 2010, an employee shall have the right to carry over into the following year, twenty-four (24) hours of their unused sick time, non-cumulative and non-cashable, if by virtue of a non-occupational illness or injury the employee is unable to perform his or her duties and for which the employee is not eligible for benefits under either the Short Term Disability Plan, the Long Term Disability Plan, or the Workplace Safety and Insurance Act, 1997, as amended.

An employee may use paid sick leave for emergency leave purposes and such time shall be credited as sick leave and as an emergency leave day.

Sick leave days used during the waiting period that lead up to an approved STD claim will be credited back at 50%, without any corresponding payroll deduction, provided the full-time employee was in receipt of STD benefits on that claim for a minimum of 14 consecutive days.

Any employee who is otherwise entitled to paid sick leave must notify his/her immediate supervisor or the duty supervisor not less than two (2) hours before the commencement of his/her scheduled shift to be entitled to receive pay for that shift. Upon returning to work, the employee shall confirm his/her absence with the duty supervisor so that the employee's sick leave records are up to date at all times.

b) Short-Term Disability

Effective January 1, 2005, the County will pay one hundred (100%) percent of the premiums for a Short-Term Disability Income Plan. The details of plan will be provided to employees in the Group Benefit Program booklet. Under the terms of the plan, an employee who qualifies for the benefit will be entitled to receive up to seventy (70%) percent of his/her regular wages for a period of up to seventeen (17) weeks.

c) Medical Evidence

An employee may be required to produce, at the County's request and expense, a certificate from a duly-qualified medical practitioner for any illness or disability, certifying that the employee is totally disabled or is fit to return to work, as the case may be.

d) Workplace Safety and Insurance

Where an employee, who is absent due to an occupational accident or illness and is in receipt of benefits pursuant to the Workplace Safety and Insurance Act, 1997 as amended, requests the County to make up the difference between the benefits received from the Workplace Safety and Insurance Board and his/her regular wages, upon approval from the County, the employee may access his/her annual sick leave allotment, if any, to receive said difference.

The County will notify the Union Local of the names of any employees represented by the Union who are off work as a result of work-related injury. The County agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Workplace Safety and Insurance Board.

### **13.04 – Injury Pay**

If an employee is injured on the job or suffers mental stress related to patient care in the performance of their duties for the County and his/her supervisor excuses him from further duty for the balance of his/her shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from emergency leave entitlement or sick leave credits.

### **13.05 – LTD**

Effective January 1, 2013, the County will pay one hundred (100%) percent of the premiums for a Long-Term Disability Plan. The details of the plan will be provided to employees in the Group Benefit Program booklet. Under the terms of the plan, an employee who qualifies for the benefit will be entitled to receive the benefits set out therein.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 – Standard Hours of Work**

Standard hours of work for all full time employees shall be twelve (12) in a day, and an average of eight-four (84) in a biweekly period. This definition of standard hours of work shall not be construed as a guarantee of hours per day or biweekly pay-period.

### **14.02 – Daylight Savings Time**

Shifts scheduled over the change to or from daylight savings time shall be paid for actual hours worked at the employee's regular rate of pay.

### **14.03 – Additional Hours Requirements**

In addition to regular, scheduled shifts, employees may be required to complete shifts on an unscheduled or emergency call-in basis. Some employees may also be required to perform stand-by duty, and be subject to recall following the completion of a regular shift.

### **14.04 – Partial Shifts**

Where the employee is required by the County to spend a partial shift in Ministry training or in any other capacity outside of his/her usual work, and the employee is not able to complete the shift in the performance of his/her regular work, he/she shall be given the following options:

- a) to perform other duties, as assigned by the County, in its sole discretion, for the remainder of the shift and be paid the regular straight-time rate if the employee has no available vacation time, banked holiday time or bank time remaining.
- b) to use vacation time for the remainder of the shift and be absent from the remainder of the shift; or
- c) to forego pay for the remainder of the shift and be absent from the remainder of the shift.

### **14.05 – Unscheduled Call-in Shift**

An unscheduled call-in shift occurs when a shift unexpectedly becomes available after the posting of the quarterly schedule.

### **14.06 – Telephone Message Protocol**

a) Where the duty supervisor (or designate) placing a call to fill a shift which occurs within 72 hours in accordance with Article 15.01 and 15.03, receives no answer, he/she shall leave a brief message with information about the date of the call, the date and time of the available shift, and the station but shall move onto the next employee on the list.

b) All unscheduled shifts with more than 72 hours advance notice shall be assigned in accordance with Articles 15.02 and 15.03 based on employee availability and the employee assigned shall be notified via phone call/message and email.

### **14.07 – Definition of Emergency Call-In Shift**

An emergency call-in shift is a shift that needs to be filled in less than two (2) hours to prevent down staffing or to provide an emergency up staff.

### **14.08 – Filling Emergency Call-In Shifts**

The duty supervisor (or designate) has the discretion to fill the shift with the closest/fastest responding available paramedic in order of seniority in an emergency.

## **ARTICLE 15 - SCHEDULING**

### **15.01 – Employee Contact Number**

All full-time and part-time employees shall provide the EMS Administrative Clerk with one primary contact number. It is the employees' responsibility to notify the County of any change to the contact number and to enter their primary contact telephone number, in the electronic scheduling system.

### **15.02 – Part -Time Employee Availability**

Part-time employees are required to meet the following availability and update their availability to ensure ongoing compliance with these provisions through the electronic scheduling system.

- i. Provide and maintain thirty (30) shifts for which the employee would be legally able to work in a quarter, until such time as requirements of iv) below has been met. While part-time employees may submit more than fifteen (15) shifts per month, no more than fifteen (15) shifts submitted per month will count towards the commitment of the thirty (30) shifts in a given quarter.
- ii. Quarters shall be defined as January through March, April through June, July through September and October through December. Quarters shall begin on full pay periods.

- iii. The thirty (30) shifts per quarter under (i) must include four (4) shifts commencing on a Saturday or Sunday (ie. Shifts commencing between Saturday at 06:00 and Sunday at 23:00).
- iv. Must work a minimum of ten (10) shifts over a two (2) month period per quarter, to maintain employment with the County, provided the minimum of ten (10) shifts has been made available to them. Once the paramedic has worked this requisite number of shifts there shall be no penalty for declining further offered shifts.
- v. Provide his/her availability at least one (1) week in advance of the posting of the quarterly schedule. The schedule shall be posted electronically four (4) weeks prior to its implementation.
- vi. Failure to comply with the stated availability standard pursuant to this article shall result in the termination of the part-time employee's employment, provided that the employee has been previously given a written warning of this potential consequence, unless otherwise approved by the Deputy Chief or alternate in his/her sole discretion. The parties agree that for the first two quarters following ratification, an educational period shall be recognized to acquaint employees with their obligations pursuant to this Article.
- vii. The Electronic Scheduling System shall deem the employee unavailable unless the employee has indicated their availability in the Electronic Scheduling System.
- viii. For the purpose of this article only, a "shift" shall be defined as a day shift (06:00 to 20:00) or night shift (18:00 to 08:00). Submissions of availability for different start times in the same day or night period shall count as one shift of availability.

### **15.03 – Filling Shifts**

Once all available full-time employees have been assigned their required shifts the following procedure shall be followed:

- a) Shifts to be offered to Part Time employees as follows:
  - i. Shifts to be assigned to part-time employees on the basis of seniority on a rotating basis in accordance with the employees' availability as per Article 15.02 (as generated by the Electronic Scheduling System). Shifts shall be assigned based on 36 hours at a time per pay period based on shift duration commencing with the longest available shift.
  - ii. The process under paragraph (i) above shall continue until all available shifts are assigned.

#### Timelines for Shifts Given Out:

- i. Shift with less than 72 hours' notice, employer will call employee and confirm that employee either accepts or declines shift. Where there is no answer, a brief message shall be left and the caller shall move onto the next employee on the list.
- ii. Shifts with more than 72 hours' notice, employer will schedule employee (based on availability in accordance with Article 15.02 and seniority), and notify via phone call/message and email that they have been scheduled.

- b) If after Step (a) there are hours still to be filled, they shall be offered to available Full Time employees in order of seniority and paid in accordance with Article 16.02.
- c) If after Step (b) there are hours still to be filled, they shall be offered to part-time employees who have eighty-four (84) hours or more over the two (2) week pay period and paid in accordance with Article 16.02.
- d) If none of the above steps results in the filling of the shift, scheduling shall be at the discretion of the County.
- e) For the purposes of this Article, the following shall apply:
  - i. Where a number of unscheduled call in shifts are available, the employee shall be advised of the number of shifts available and each shift shall be filled per Article 15.03 (a-d);
  - ii. If an employee has not had a minimum of eight (8) hours off between shifts, no offer shall be made. It is the employee's responsibility to advise the employer if he/she has not had a minimum of eight (8) hours off between shifts, including shifts worked with other employers; (this shall apply to the entire article.)
  - iii. If a part-time employee has indicated his/her unavailability for the shift, it shall not be offered to him/her until steps a-c have been followed; (this shall apply to the entire article.)
- f) This shall not be construed as a guarantee of a minimum number of shifts. Scheduled shift is any shift that is open 72 hours prior to the start of that shift.

#### **15.04 (a) Employee-Initiated Shift Changes**

Employees who mutually agree to change shifts may request approval for the change in writing or through the electronic scheduling system within twenty-four (24) hours of the change. Overtime resulting from a change in shifts shall not be paid. The request for approval must be signed by both employees requesting the change (or confirmed in the electronic scheduling system). The County shall not withhold approval of the change unreasonably.

#### **15.04 (b) Employee Initiated Base Shift Changes**

Paramedics may switch bases or vehicle assignment within a twenty-four (24) hour period on a straight day shift to day shift or night shift to night shift basis that are occurring on the same day. No overtime will be incurred or paid as a result of this agreement. All paramedics involved must have the base change entered and approved in the Electronic Scheduling System. The supervisor must be notified by the paramedics before any base changes are to occur. Any paramedic who attempts to do a base change without completing the above will incur discipline.

#### **15.05 – County-Initiated Shift Changes**

The County may request the Employee to change shifts with forty-eight (48) hours notice. Where the County does not mandate the change and the Employee agrees to it, the Employee shall be paid at his/her regular rate. Where the County mandates the change, the Employee must complete the shift, but shall be entitled to be paid at the overtime rate.

## **15.06 – Shift Cancellation**

Should it be necessary for the County to cancel a shift, forty-eight (48) hours notice shall be given, the employee will stay at the top of the seniority list for scheduling purposes until the cancelled shift is replaced.

## **ARTICLE 16 - PREMIUM PAYMENT**

### **16.01 – Definition of Regular Straight Time Rate of Pay**

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

### **16.02 – Overtime Premium and No Pyramiding**

Work in excess of eighty-four (84) hours in a two (2) week period or in excess of twelve (12) hours in a given shift authorized by the duty supervisor or designate shall be overtime. The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate. Overtime resulting from Union activities, Health and Safety Committee responsibilities and /or training will be paid at straight time.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.

### **16.03 – Time Off in Lieu of Overtime**

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

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the County, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The County shall revert to payment of premium rate if time off is not requested by September 30<sup>th</sup> of each year.

### **16.04 – Reporting Pay**

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

### **16.05 – Call-Back**

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly earnings. It is understood that all callbacks will be done on a fair and equitable basis. This provision shall not apply to any subsequent callback within four (4) hours of the preceding callback.

## **16.06 – Standby**

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.50 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 16.05 above and works during the period of standby.

## **16.07 – Shift and Weekend Premium**

a) January 1, 2013 -A shift premium of ninety cents (\$0.90) per hour; January 1, 2014 – ninety-five cents (\$0.95) per hour; January 1, 2015 one dollar (\$1.00) shall be paid for time worked between the hours of 19:00 and 07:00 Monday to Friday. b) January 1, 2013 -A shift premium of ninety cents (\$0.90) per hour; January 1, 2014 – ninety-five cents (\$0.95) per hour; January 1, 2015 one dollar (\$1.00) shall be paid for time worked between the hours of 19:00 on Friday to 07:00 on Monday inclusive.

c) Shift and weekend premiums shall not be pyramided.

## **16.08 – Shift Overtime**

In the event that an employee is required to work beyond his or her regular scheduled shift, he or she shall be paid overtime in accordance with the following:

Less than 7 minutes = 0 pay

7 – 14 = 15 minutes

15 – 29 = 30 minutes

30 – 44 = 45 minutes

45 – 60 = 1 hour

## **ARTICLE 17 - PUBLIC HOLIDAYS**

### **17.01 - Recognized Holidays**

The Employer shall recognize the following days as paid holidays:

New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

### **17.02 – Public Holiday Pay Where No Work Performed**

- a) A part-time employee who is not required to work on any of the public holidays shall receive an amount equal to the total amount of regular wages and vacation pay payable to the employee in the four weeks before the work week in which the public holiday occurred, divided by 20.
- b) A full time employee who is not required to work on any of the public holidays shall receive an amount equal to the total amount of regular wages payable to the employee for a normal day worked provided the employee has worked the last regularly scheduled day before and the next regularly scheduled day after the public holiday.



### **17.03 – Exception**

The employee has no entitlement under Article 17.02 if he/she fails, without reasonable cause to work all his or her last regularly scheduled day of work before the public holiday or all of his or her first regularly scheduled day of work after the holiday.

When a holiday falls on an employee's day off or assigned vacation day, the employee shall be granted an additional day off at a time mutually agreed upon by both the County and the employee.

No employee who is off work due to suspension or unpaid leave shall be entitled to pay for any paid holiday occurring within such period.

No employee who has agreed to work on a paid holiday and who without reasonable cause fails to report and perform such work shall be entitled to pay for such holiday.

### **17.04 – Holiday Pay Where Work is Performed**

A Full or Part time employee who is required to work on any of the recognized holidays outlined in Article 17.01 shall be paid one and one half (1.5) times their regular rate of pay for each hour worked on the holiday. This twenty-four (24) hour time frame is defined as 00:00 hrs. to 00:00 hrs. In addition, full time employees will receive an additional days pay as outlined in Article 17.06, in the amount of the employees regular straight time hourly rate of pay times the employees daily hours of work.

### **17.05 – Payment for Working Overtime on a Holiday**

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

### **17.06 – Public Holiday Scheduling**

All full time employees working 12 hour shifts shall receive 144 (one hundred and forty four) hours and all full time employees working 8 or 9 hour shifts shall receive 108 (one hundred and eight) hours in recognition of the Public Holidays listed in Article 17.01 on January 1<sup>st</sup> of each year, based on the assumption that he or she will work the entire year and earn said holidays. Where an employee's employment is terminated during the year for any reason, any hours already taken as time off but which have not yet been earned (i.e. Hours credited for holidays that have not occurred yet during the year) shall be deducted from any outstanding payments, including wages, that would otherwise be payable to the employee. .

Such hours must be scheduled as follows:

1. All hours provided above must be scheduled and taken in twelve (12) hour increments within the calendar year.
2. Requests to such time off must be made at least one (1) week in advance of the posted schedule via the electronic scheduling system. Requests made after the posted schedule will be considered subject to staffing availability, and approval shall not be unreasonably withheld.
3. In the event that an employee is unable to comply with 1 and 2 above, and where all reasonable efforts have been made to comply, all remaining

unscheduled time shall be paid out in the first full pay period in December, if not booked prior to December 1<sup>st</sup>, at the current rate of pay.

4. Where the employee fails to meet the requirements of Article(s) 17.03 and/or 17.04, the County shall deduct twelve (12) hours from the employee's holiday bank for each such occurrence. Where the employee does not have sufficient banked time for the said deduction, the County shall be entitled to deduct the remaining balance from the employee's wages.
5. If an employee leaves the employ of the County, and has used the time allotted in recognition of Public Holidays which have not yet occurred, the employee shall be required to pay back the overused amount to the County or have the amount deducted from their paycheck.
6. An employee who does not wish to schedule their public holiday time may request the Employer to pay out such time as requested by the employee, in twelve (12) hour increments to a maximum of 84 hours for each request per 3 month period. Where an employee fails to meet the requirements of Article(s) 17.03 and/or 17.04, the County shall deduct 12 hours for each instance where an employee fails to meet these requirements from the employee's next pay.

## **ARTICLE 18 - VACATION**

### **18.01 – Accrual of Vacation Entitlement**

Vacations with pay shall be granted to full-time employees in accordance with credited service in each calendar year as follows:

Hours of Accredited Service	Hours of Vacation Earned
0 – 10,920:	one hundred and thirty two (132) hours
10,921 – 30,576:	one hundred and eighty (180) hours
30,577 – 52,416:	two hundred and sixteen (216) hours
52,417+:	two hundred and fifty two (252) hours

Effective January 1, 2009 an additional twelve (12) hours will be granted every twenty-four (24) months.

Where an employee does not accumulate appropriate credited service because he/she was off on leave of absence of more than thirty (30) calendar days, vacation will be prorated.

For clarity, the vacation accrual rate is based on the employment anniversary date, prorated on a daily rate and available to be used as of Jan. 1 of the calendar year. For example, an employee with an anniversary date of October 1<sup>st</sup> would, on their sixth year of service, have an accrual rate based on 132 hours of vacation for the first 9 months, and then an accrual rate of 180 hours of vacation for the remaining 3 months. Therefore, in their sixth year of service, the employee would have 144 hours  $((.75 \times 132) + (.25 \times 180))$  of vacation available to be taken as of January 1<sup>st</sup> of the 6<sup>th</sup> year of service.

## **18.02 – Deductions**

All normal deductions shall be made from the vacation pay.

## **18.03 – Termination of Employment**

An employee terminating employment before his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Employees who terminate employment with the County and have over used sick leave credits and/or vacation credits, are to pay back the over used amount to the County or have it deducted from their final pay cheque.

## **18.04 – Vacation Scheduling**

- a) All requests for vacation days should be submitted through the electronic scheduling system prior to March 1<sup>st</sup>, in any given year. Vacation requests submitted before March 1<sup>st</sup> shall be awarded by seniority. All requests after March 1<sup>st</sup> shall be on a first come, first served basis. Vacation shall be granted based on the availability of replacement staff.
- b) Vacation requests must be submitted one (1) week prior to the posting of each quarterly schedule. Notification of vacation approval will be assumed when the quarterly schedule has been posted. Any individual requests will be confirmed through email or the electronic scheduling program.
- c) Vacation days must be booked at least four (4) weeks in advance of the first date requested as vacation. Shorter notice may be approved depending on the merit of the individual request. Vacation requests must be made in writing using a vacation time off request form or through the electronic scheduling program.
- d) Vacation requests after the schedule is posted will be granted based on the availability of replacement staff. Approval shall not be unreasonably withheld. The scheduling of vacation is at the County's discretion.
- e) An employee may cancel scheduled vacation days and choose to work where his/her shifts(s) have not been filled. Where such shift(s) in question have been filled, there shall be no cancellation of vacation.

## **18.05 – Prime Time Vacation**

No one employee may book more than two (2) consecutive weeks of prime time during initial vacation scheduling. Specific requests for more continuous time during this period may be granted after initial scheduling has been completed. A vacation "prime time" period is defined as those days between June 1<sup>st</sup> to September 30<sup>th</sup>.

## **18.06 – Other Leaves During Vacation Period**

Where an employee qualifies for and is granted sick leave, bereavement, or any other approved leave during his/her period of vacation, that portion of vacation shall be rescheduled at a time mutually agreed upon between the employee and the Director of Emergency Medical Services.

### **18.07 – No Carry-Over Without Approval**

All vacation hours must be used by December 31<sup>st</sup> each year. Any carryover of vacation hours beyond December 31<sup>st</sup> shall only occur with written approval of the Director of EMS prior to December 31<sup>st</sup> of each year.

### **18.08 – Reporting Vacation**

Upon returning to work after vacation, the employee must confirm holidays used with the County are accurate in the electronic scheduling system, so that the vacation records are up to date at all times.

### **18.09 – Grandfathering Full-Time Transition Employees**

Full-time employees hired on or before December 10, 2000, who were entitled to four (4) weeks of vacation with the predecessor employer, shall be entitled to four (4) weeks of vacation (168 hours), notwithstanding the schedule of entitlement described in Article 18.01, unless or until they become entitled to an increase in vacation time in accordance with the County schedule of entitlement.

### **18.10 – Part-Time Employees**

Part-time employees are not entitled to scheduled vacation hours. Instead, part-time employees shall be paid a percentage of their earnings in lieu of time off for vacation on each pay.

Part-time employees hired on or before December 10, 2000 who are now entitled to more than 4% shall continue to be entitled to the greater amount, which amount shall not be subject to further increases shall be entitled to a percentage relative to the grid as described in Article 20.04. All other part-time employees shall be entitled to 4%.

### **18.11 – Work During Vacation**

Should an employee who has commenced his/her scheduled vacation and agrees upon request by the County to return to perform work on shifts designated as vacation, the employee shall be paid at the rate of one and one-half (1-1/2) times his/her basic straight time rate for all hours so worked. To replace the originally scheduled hours on which such work was performed, the employee will receive one (1) vacation lieu hour off for each hour on which he/she has so worked.

## **ARTICLE 19 – HEALTH & WELFARE**

### **19.01 – Benefits for full-time employees**

The County agrees, during the term of the Collective Agreement, to contribute 100% of premiums towards the coverage of full-time employees in the active employ of the County under the insurance plan set out in Contract #812114 between Equitable Life and the County. Employees over the age of sixty-five (65) shall not be eligible for coverage for STD, LTD, AD&D and Life Insurance. Dental benefits: Current ODA fee guide, less two (2) years.

## **19.02 – Change of Carrier**

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

## **19.03 – Pay in Lieu of Benefits for Part-Time Employees**

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the County, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 12% of his/her regular straight time hourly rate for all straight time hours paid.

## **19.04(a) – Pension**

All present employees enrolled in OMERS shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with OMERS terms and conditions.

## **19.04(b) – Continuation of Employee Benefits During Strike**

In the event of a lawful strike, the Union shall reimburse the County for all benefit premiums paid by the County for its members for the duration of the strike.

## **19.05 – Union Education**

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

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

# **ARTICLE 20 - COMPENSATION**

## **20.01(a) – Job Classification**

- a) When a new classification (which is covered by the terms of this collective agreement) is established by the County, the County shall determine the rate of pay for such new\_classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the County to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the County of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate

was given by the County. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- b) When the County makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the County agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- c) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the County. Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of her position, the County may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

### **20.01(b) – Job Descriptions**

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the County notifies the local Union of the rate of pay pursuant to article 20.01(a) above.

### **20.02 – Assignment of Duties from Another Classification**

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

- a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the County of such limitation.
- b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position, the employee shall be entitled to a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The County will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of

any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

**20.03 – Promotion to a Higher Classification**

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he/she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his/her previous classification (provided that he/she does not exceed the wage rate of the classification to which he/she has been promoted).

**20.04 – Wages**

Lump Sum Wage payment of \$250 per full-time employee and \$125 per part-time employee effective within thirty (30) days of ratification.

<b>Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>January 1, 2013</b>	<b>\$33.75</b>	<b>\$34.71</b>	<b>\$35.70</b>
<b>January 1, 2014</b>	<b>\$34.26</b>	<b>\$35.23</b>	<b>\$36.24</b>
<b>January 1, 2015</b>	<b>\$34.76</b>	<b>\$35.75</b>	<b>\$36.78</b>

**20.05 – Quarantine Pay**

Paramedics, who are under quarantine by order of the local Medical Officer of Health and not permitted to work as a result of an exposure during the normal performance of their duties at the County of Perth, will be paid at their regular wage rate for a maximum of ten (10) regular scheduled shifts. Any money paid by WSIB or STD as a result of time lost during the quarantine shall be assigned to the County.

**ARTICLE 21 - MEAL AND TRANSPORTATION ALLOWANCE**

**21.01 – Meal Breaks**

The County and the Union, recognizing the emergency nature of the County’s business and the scope of employment being related to emergency service, agree that it may not be possible to regularly schedule lunch, dinner or breakfast breaks for employees on shift. The County shall request that the C.A.C.C. schedule meal breaks at such time so that they shall not be interrupted by Code 1 and Code 2 calls, which calls may be deferred to a later time.

## **21.02 – Work Breaks**

The parties agree that there will be no set number of work breaks. Work breaks shall be subject to workload.

## **21.03 – Meal Reimbursement**

Employees away from their assigned place of duty throughout their normal meal period for legitimate business reasons shall receive reimbursement for the meal up to a maximum of ten dollars (\$10.00) upon presentation of a receipt. Employees must be at least forty (40) kilometers one way from the assigned place of duty for one hundred percent (100%) of the meal period.

Acceptable receipts for meals shall include the name of the business with indication of the date. Receipts shall be submitted with the date for which the claim is being made, the relevant call number and the name of the employee.

## **21.04 - Overnight Travel**

Where the employee agrees to travel overnight on behalf of the employer, meals shall be reimbursed by the employer upon presentation of receipts up to a maximum of:

<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
<hr/> \$ 10.00	<hr/> \$ 15.00	<hr/> \$ 20.00

Remuneration for the time spent and lodging shall be subject to mutual individual agreement at the time of the occurrence.

Employees will be allowed up to twenty (\$20.00) dollars for incidentals when receipts provided.

## **ARTICLE 22 - QUALIFICATIONS**

### **22.01 – Qualifications**

A Primary Care Paramedic who is deactivated and/or decertified by Base Hospital and who does not retain SAED and Symptom relief skills will be on a paid leave for a maximum of one (1) week period during which time such employee is expected to obtain reactivation and/or re-certification in SAED and Symptom Relief skills. If the employee has not obtained reactivation and/or re-certification in SAED or Symptom Relief skills within this one (1) week period, the employee will be suspended without pay for a maximum period of three (3) months during which time the employee must obtain reactivation and/or re-certification in SAED and Symptom Relief skills. If the employee has not obtained this reactivation and/or re-certification, the employee will be terminated. If the employee is successful in obtaining reactivation and/or re-certification during the three (3) month period, he or she will return to active duty as a Primary Care Paramedic. It is understood the one (1) week period will be extended pending Base Hospital availability.

### **22.02 – Notice of Change in Qualifications**

Employees are required to advise the County of any change or loss of qualifications as required by the Ambulance Act or Regulation (e.g. driver's license, criminal records).



## **ARTICLE 23 - UNIFORM ALLOWANCE**

### **23.01 - Uniform Allowance**

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

New uniforms upon hiring provided by the County for full-time employees to include:

- four (4) shirts
- three (3) pants
- one (1) parka – suitable for Winter and Spring
- one (1) winter toque

New uniforms upon hiring provided by the County for part-time employees to include:

- two (2) shirts
- two (2) pants
- one (1) parka (after completion of probationary period) suitable for Winter and Spring
- one (1) winter toque

These items will be supplied and replaced on an as required basis on return of the item to be replaced. The Employer agrees to maintain a stock of new uniforms in various sizes.

### **23.02 – Safety Equipment**

The following equipment will be provided to all employees:

- one (1) belt will be supplied and replaced on an as required basis on return of the item
- reimbursement of safety boots up to one hundred and fifty dollars (\$150) per calendar year upon submitting of receipts

These items will be supplied and replaced on an as required basis on return of the item to be replaced.

### **23.03 – Uniform Return on Termination**

Upon termination of employment, all employees must return all issued equipment including uniforms, Personal Protective Equipment kits, and MOH identification badge as well as all other uniform items issued. If the items are not returned to the County the cost of issued items will be deducted from the employee's last pay cheque.

## **ARTICLE 24 – DURATION**

### **24.01 – Term**

This 3 year agreement shall be binding and continue in effect from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of December 31, 2015. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

Wages are retroactive to January 1, 2013 and all other language is retroactive to the date of ratification of the Agreement.

## **ARTICLE 25 – NOTICE**

Except where otherwise provided, any notice which either party desires to give to the other shall be given by prepaid registered mail, as follows:

To the County:                      Human Resources Manager  
   Corporation of the County of Perth  
   1 Huron Street  
   Stratford, Ontario N5A 5S4

To the Union:                        Recording Secretary  
   Canadian Union of Public Employees  
   356 Ontario Street, Suite 127  
   Stratford, Ontario N5A 7X6

Any such notice given under this Agreement shall be deemed given and received as of the business day following the date of the mailing.

## **ARTICLE 26 – CPR Recertification**

The employer shall provide training for CPR re-certifications.

## **ARTICLE 27– Legal Indemnity**

The County shall reimburse a Paramedic a normative amount of the legal costs incurred by him, should he be charged with a criminal offence pursuant to the Criminal Code, as a result of the good faith performance of his duties for the County. This reimbursement only applies if the Paramedic is found not guilty.

Notwithstanding the foregoing provisions, the County may refuse payment otherwise authorized under this provision where the actions of the Paramedic from which criminal

charge(s) arose amounted to a gross dereliction of duty or constitute a deliberate abuse of his powers as a Paramedic, all of which shall be deemed to have not satisfied the requirement of acting in "good faith" or in the course of his employment pursuant to the foregoing provision.

Dated at Stratford, Ontario, this 25th day of February, 2011

FOR THE LOCAL UNION

FOR THE COUNTY

\_\_\_\_\_  
CUPE Local 4514

\_\_\_\_\_  
Warden

\_\_\_\_\_  
CUPE Local 4514

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
CUPE Local 4514

\_\_\_\_\_  
EMS Chief

\_\_\_\_\_  
CUPE National Representative

\_\_\_\_\_  
EMS Deputy Chief