

COUNTY OF PERTH

BY-LAW 3530-2016

A BY-LAW CONCERNING THE COLLECTIVE AGREEMENT WITH THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) 4514 AND THE COUNTY OF PERTH

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended, authorizes Perth County Council to enter into agreements;

AND WHEREAS the Corporation of the County of Perth deems it advisable to ratify by by-law the Collective Agreement with the Canadian Union of Public Employees (C.U.P.E.) Local 4514, Paramedic Service;

NOW THEREFORE the Council of the Corporation of the County of Perth hereby enacts as follows:

1. All provisions as outlined in Schedule "A" attached amend the Collective Agreement between the Corporation of the County of Perth and C.U.P.E. 4514, Paramedic Service and the amended Collective Agreement shall form the basis of wage rates and working conditions for the period of January 1, 2016 through to and including December 31, 2018.
2. All amendments shall be presented to Council in the form of a replacement by-law.
3. In conjunction with the provision of the Chief Administrative Officer's By-law, the CAO shall be responsible for the administration of Collective Agreements and will be accountable to the Council for its enforcement.
4. This by-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.
5. This by-law shall come into force and be effective January 1, 2016.

READ a first and second time this 21st day of April, 2016.

READ a third and final time and passed this 21st day of April, 2016.

Original Signed by

Warden Meredith Schneider

Original Signed by

Jill Bellchamber-Glazier, County Clerk

MEMORANDUM OF SETTLEMENT

Between

COUNTY OF PERTH

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4514

The parties agree to the following terms:

1. The terms of the new Collective Agreement between the parties will be comprised of the terms of the Collective Agreement which expired on December 31, 2015, as amended by the terms specifically agreed to by the signatories which terms are attached hereto as Appendix "A" (the Agreed Items). This Appendix shall form part of this Memorandum of Settlement.
2. All other proposals put forward by either party during the course of negotiations not specifically referenced in this Memorandum of Settlement and Appendix shall be considered withdrawn and/or abandoned.
3. Wages/salary only will be retroactive and no other term of the new collective agreement will have retroactive application prior to the date of the ratification of this Memorandum of Settlement. The changes to Articles 15.02, 17.06 and 18.04 shall become effective for the quarter following final ratification. All other terms and conditions will become effective as soon as administratively possible following ratification of this Memorandum of Settlement by both parties unless otherwise noted. Such retroactive wages/salary will be calculated based hours worked and shall be paid within four (4) pay periods of ratification by both parties.
4. Any paramedic who has left the employ of the Employer or has left the bargaining unit since January 1, 2016 is to be contacted in writing at his/her address of record within thirty (30) days of the date of ratification and shall have

AGREED ITEMS

Between

CORPORATION OF THE COUNTY OF PERTH



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4514**



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.~~

12.05 – Jury & Witness Duty

...

In addition to the foregoing, where ~~a full-time~~ **any** 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.

12.07 – Parental Leave

j) ... 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.

12.09 – Pre-Paid Leave Plan

- a) 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~~ **Perth County Paramedic Services**. The County shall limit the number of employees to one (1) person per year.

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.

Without precedence and prejudice the parties agree that paramedic Return to Work committee members will be reimbursed at straight time for their time spent at the committee meeting.

to be replaced. The Employer agrees to maintain a stock of new uniforms in ~~various~~ all sizes.

LETTER OF UNDERSTANDING RE: RETURN TO WORK COMMITTEE - Delete LOU as it has been moved to the body of the collective agreement under Article 13.00

LETTER OF UNDERSTANDING RE: FILLING OF ADDITIONAL SHIFTS - Parties agree to renew LOU

Dated at Stratford, Ontario, this _____ day of _____, 2016

FOR THE LOCAL UNION

FOR THE COUNTY

AGREED ITEMS

Between

CORPORATION OF THE COUNTY OF PERTH



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4514**



18.10 – Part-Time Employees – Amend to read as follows:

Part-time employees are not entitled to scheduled vacation hours. Instead, part-time employees shall be paid four percentage (4%) 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%.~~

Article 22.01 – Qualification – Amend as follows:

A Primary Care Paramedic who is deactivated and/or decertified by Base Hospital ~~as a direct result of providing services for the County of Perth~~ 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.

The foregoing maximum one (1) week paid leave have no application where the paramedic is deactivated and/or decertified as a result of providing services for another employer other than the County of Perth.

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

Any part-time employee who notifies the County as soon as possible following bereavement will be granted the same time off (without pay but with accumulation of seniority) provided that the shifts are already scheduled within a seven (7) calendar day period of the death.

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.

AGREED ITEMS

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CORPORATION OF THE COUNTY OF PERTH



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**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4514**



PACKAGE #3 - MARCH 24, 2016

Article 16.02 – Overtime Premium – parties agree to amend to “regularly scheduled shift”

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~~ the regularly scheduled 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.

Article 17.06 – #1 – Amend to read as follows:

All hours provided above must be scheduled and taken in increments in accordance with the shift they are scheduled ~~twelve (12) hour increments~~ within the calendar year.

#2 – Amend to read as follows:

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 when three (3) part-time paramedics are available to work the shift. For clarity, if only (2) part-time paramedics are available the request will be denied.

Article 18.04 – (d) – Amend to read as follows:

Vacation requests after the schedule is posted will be granted based on the availability of replacement staff. Approval shall not be unreasonably withheld when three (3) part-time paramedics are available to work the shift. For clarity, if only (2) part-time paramedics are available the request will be denied. . The scheduling of vacation is at the County's discretion.

Article 19.03 – Amend to read as follows:

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

Article 20.04 – Wage increase –1.50% Jan 1/16, 1.50% Jan 1/17, 1.25% Jan 1/18

Article 24.01 – Three (3) year term