

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

between

**Lanark County Paramedic Service
(hereinafter called the "Employer")**

and

**CUPE LOCAL 4480
(hereinafter called the "Union")**

Expires: December 31, 2023

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.01 Preamble.....	1
1.02 Feminine/Masculine Pronouns.....	1
1.03 Management Function	1
ARTICLE 2 - DEFINITIONS.....	2
2.01 Temporary Employee.....	2
2.02 Regular Part-Time Employee.....	2
2.03 Casual Part-Time Employee	2
2.04 Supervisor.....	2
ARTICLE 3 - RELATIONSHIP	2
3.01 No Discrimination	2
ARTICLE 4 - STRIKES & LOCKOUTS.....	3
ARTICLE 5 - UNION SECURITY	3
5.01 T4 Slips	3
5.02 Notification to Union.....	3
5.03 Employee Interview.....	3
5.04 No Other Agreements.....	4
ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES	4
6.01 Union Activity on Premises and/or Access to Premises	4
6.02 Labour-Management Committee	4
6.03 Local Bargaining Committee	5
6.04 Union Stewards.....	5
6.05 Grievance Committee	5
6.06 Redeployment Committee.....	6
ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE.....	6
ARTICLE 8 - ACCESS TO FILES.....	8
8.01 Access to Personnel File	8
8.02 Clearing of Record	8
ARTICLE 9 - SENIORITY	9
9.01 Probationary Period	9
9.02 Definition of Seniority.....	9
9.03 Loss of Seniority.....	9
9.04 Effect of Absence	10
9.05 Job Posting.....	10
9.06 Transfer and Seniority Outside the Bargaining Unit.....	12
9.07 Transfer of Seniority and Service.....	13
9.08 Notice and Redeployment Committee.....	13
9.09 Layoff and Recall.....	14
9.10 Benefits on Layoff.....	16
9.11 Retraining.....	16
9.12 Separation Allowances	17
9.13 Portability of Service	17
9.14 Technological Change	17
ARTICLE 10 - CONTRACTING OUT.....	18
10.01 Contracting Out	18
10.02 Contracting Out	18
10.03 Contracting In	18
ARTICLE 11 - WORK OF THE BARGAINING UNIT	18
11.01 Work of the Bargaining Unit	18
ARTICLE 12 - LEAVES OF ABSENCE	19
12.01 Personal Leave.....	19
12.02 Union Business.....	19
12.03 Full-Time Position with the Union	20
12.03 Full-Time Position with the Union	20

12.03	Leave for OCHU President and Secretary-Treasurer	20
12.04	Bereavement Leave	21
12.05	Jury & Witness Duty.....	22
12.05	Jury & Witness Duty.....	22
12.06	Pregnancy Leave	23
12.06	Pregnancy Leave	24
12.07	Parental Leave	25
12.07	Parental Leave	26
12.08	Education Leave.....	28
12.09	Military Leave.....	28
12.10	Pre-Paid Leave Plan	28
12.11	Paid Suspension While Under Investigation.....	29
12.12	Decertification/Deactivation	30
ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY		30
13.01	HOODIP	31
13.02	Class F Licence	32
13.03	Injury Pay	32
13.04	Payment Pending Determination of WSIB Claims	32
13.05	Quarentine Pay	32
ARTICLE 14 - HOURS OF WORK		32
14.01	Daily & Weekly Hours of Work.....	32
14.02	Rest Periods	33
14.03	Additional Rest Periods	33
14.04	Base Hospital ACP Consolidation Shifts.....	33
ARTICLE 15 - PREMIUM PAYMENT		33
15.01	Definition of Regular Straight Time Rate of Pay.....	33
15.02	Definition of Overtime	33
15.03	Overtime Premium and No Pyramiding.....	34
15.04	Time Off in Lieu of Overtime	34
15.05	Reporting Pay.....	34
15.06	Call-Back.....	34
15.07	Standby	35
15.08	Temporary Transfer	35
15.09	Shift and Weekend Premium.....	35
15.10	Transfer to Lower Paying Classification	35
ARTICLE 16 - HOLIDAYS		35
16.01	Number of Holidays.....	35
16.02	Definition of Holiday Pay and Qualifiers.....	36
16.03	Payment for Working on a Holiday	36
16.03	Payment for Working on a Holiday	37
16.04	Payment for Working Overtime on a Holiday.....	37
ARTICLE 17 - VACATIONS		37
17.01	Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment.....	37
17.01	Part-Time Entitlement, Qualifiers and Calculation of Payment	37
17.02	Work During Vacation	38
17.03	Illness During Vacation	39
17.04	Bereavement During Vacation	39
ARTICLE 18 - HEALTH & WELFARE		39
18.01	Insured Benefits.....	39
18.02	Change of Carrier.....	40
18.03	Pension & Retirement Allowance.....	40
18.04	Benefits for Part-Time Employees	41
ARTICLE 19 - HEALTH & SAFETY.....		41
19.01	Protective Footwear	41
19.02	Influenza Vaccinations.....	41
ARTICLE 20 - COMPENSATION		42
20.01	Job Classification	42

20.01	Job Descriptions	43
20.02	Promotion to a Higher Classification	43
20.03	Wages and Classification Premiums.....	43
20.04	Progression on the Wage Grid.....	43
20.05	Retroactive Pay.....	43
ARTICLE 21 - DURATION.....		43
21.01	Term	43
21.02	Central Bargaining.....	43
SCHEDULE "A" - WAGES.....		45
APPENDIX OF LOCAL ISSUES.....		46
ARTICLE A - RECOGNITION.....		46
ARTICLE B - UNION REPRESENTATION.....		46
ARTICLE C - UNION SECURITY		46
ARTICLE D - SENIORITY LISTS.....		47
ARTICLE E - SCHEDULING		47
ARTICLE F - VACATION.....		52
ARTICLE G - PERSONNEL PROVISIONS.....		53
ARTICLE H - BULLETIN BOARD		54
ARTICLE I - PRINTING OF AGREEMENT		54
ARTICLE J - COMMUNICATIONS		54
ARTICLE K - REASONABLE COMPENSATION FOR DAMAGE		54
ARTICLE L - UNIFORMS		55
ARTICLE M - HEALTH & SAFETY.....		55
ARTICLE N - WORKERS' COMPENSATION/MODIFIED WORK		56
ARTICLE O - UNION MEETING SPACE.....		56
ARTICLE P – MEAL ALLOWANCE		56
ARTICLE Q – WATER COOLERS		57
ARTICLE R – TELEPHONES.....		57
ARTICLE S – ATTENDANCE INCENTIVE.....		57
ARTICLE T – REPORTING OFF SICK.....		57
ARTICLE U – LEGAL INDEMNITY.....		57
LETTER OF UNDERSTANDING - Re: LOU #1 42 hour work week – Full Time Paramedics.....		59
LETTER OF UNDERSTANDING - Re: LOU #2 Article 16.01 and 16.03.....		60
LETTER OF UNDERSTANDING - Re: LOU #3 Bumping Rights Procedure		61
LETTER OF UNDERSTANDING - Re: LOU #4 Job Posting – Permanent Full Time ACP		63
LETTER OF UNDERSTANDING - Re: LOU #5 Additional CME Requirements for ACP		
Employees		64
LETTER OF UNDERSTANDING - Re: LOU #6 ACP – Eighteen Month Hold		66
LETTER OF UNDERSTANDING - Re: LOU #7 Article F.02(c)		67

ARTICLE 1 - PREAMBLE

1.01 Preamble

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer 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 Employer to secure the best possible care and health protection for patients.

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 Management Function

1. The Union recognizes that the management of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain, order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
 - (d) manage the operation of the Employer. To determine the number of personnel required, methods, procedures and equipment required in the operation of the Employer;
 - (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.
2. These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.
3. (a) The Employer confirms its commitment to progressive discipline.
- (b) Any employee appearing before the Employer or Employer representative for disciplinary measures may be represented by an officer of the Union and shall be informed at the outset of his right to such representation.

ARTICLE 2 - DEFINITIONS

2.01 Temporary Employee

Employees may be hired for a specific term not to exceed six (6) 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 up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will 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 probation period will be credited with the appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

2.02 Regular Part-Time Employee

Part-time employees shall be defined as an employee who is regularly scheduled for not more than twenty-four (24) hours per week and makes a commitment to the Employer to be available for work on a predetermined basis. This provision will not preclude a regular part-time employee from working additional hours in addition to that employee's predetermined commitment,

2.03 Casual Part-Time Employee

"Casual Part-time employee" is one who is employed on a relief or replacement basis and is available for call-ins as circumstances demand.

2.04 Supervisor

"Supervisor" or "Immediate Supervisor", when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

2.05 Full-time employee shall be defined as an employee who is regularly scheduled for more than twenty-four (24) hours per week.

ARTICLE 3 - RELATIONSHIP

3.01 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised 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 activity or lack of activity in the Union.

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

ARTICLE 4 - STRIKES & LOCKOUTS

1. If the Parties have failed to reach a satisfactory agreement, the Parties may mutually agree to request the Minister of Labour of the Province of Ontario (the "Minister") to provide the services of an Officer of Conciliation. Upon receipt of a notice from the Minister that he or she does not consider it advisable to appoint a conciliation board ("no board"), either Party may demand that matters still in disagreement be submitted to arbitration. Both Parties shall, in writing, provide to the other details of the points remaining at issue.
2. The Board of Arbitration shall consist of three (3) members to be appointed within thirty (30) to sixty (60) days of the demand for arbitration and shall consist of one (1) nominee appointed by the Employer and one (1) nominee appointed by the Union who shall, within seven (7) days of their appointment, select a third member who shall act as Chair.
3. In the event of a disagreement and a selection not being made within seven (7) days after the date on which the two nominees first convene to select a Chair, either party may on not less than two (2) days' notice in writing to the other party, apply to the Minister to appoint a Chair.
4. The decision of the Board of Arbitration shall be final and binding on both Parties.
5. The Parties shall bear the expense of its own nominee, and shall bear equally the expenses of the Chair and all other expenses of the arbitration.
6. This agreement shall remain in force and effect until a decision is rendered from the Board of Arbitration.
7. The terms of renewal of this agreement shall be subject to the provisions detailing the negotiations of an EASA under the ASCBA.

ARTICLE 5 - UNION SECURITY

5.01 T4 Slips

The Employer 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 Employer's payroll system.

5.02 Notification to Union

The Employer will provide the union with a list, monthly of all hirings, lay-offs, recalls and terminations within the bargaining unit.

5.03 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to 15 minutes during the employee's

orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

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

5.04 No Other Agreements

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

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

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 Employer premises or on Employer time without the prior approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 Labour-Management Committee

The Labour-Management Committee will meet three (3) times per year throughout the calendar year, ideally the first week of February, June and October.

An equal number of representatives of each party, three (3) Union representative and three (3) Employer representatives, as mutually agreed shall meet at a time and place mutually satisfactory. The membership of the committee may be expanded by mutual consent.

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 grievance or negotiations for the amendment or renewal of this agreement.

A written agenda will be submitted by the party requesting such meeting to the other party, at least seven (7) days prior to the meeting. Labour-Management meeting draft minutes will be reviewed by both parties for accuracy and posted on the Union bulletin board within fourteen (14) days following any meeting.

It is agreed that the topic of a rehabilitation program 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 with the Employer may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

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

6.03 Local Bargaining Committee

The Employer agrees to recognize a negotiating committee comprised of not more than four (4) employee representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the 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. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Employer.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 Union Stewards

The Employer agrees to recognize five (5) 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.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Employer 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.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Employer in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

6.05 Grievance Committee

The Employer will recognize a Grievance Committee composed of the President and Chief Steward or designate(s) and one (1) other employee selected by the Union 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.

The Union shall keep the Employer 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.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration. The employee shall receive regular straight time rate of pay for the grievance committee to meet.

Grievance meetings shall be attended by an equal number of representatives of each party and shall meet at a time and place mutually satisfactory.

6.06 Redeployment Committee

There shall be a Redeployment Committee comprised of an equal number of representatives of each party. The parties shall agree on the number of representatives at the time of scheduling any meeting of the Redeployment Committee.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 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 arbitrable.

7.02 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 Employer shall notify the employee of this right in advance.

7.03 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 has first given his manager the opportunity of adjusting his complaint. The griever may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his manager within eleven (11) 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 eleven (11) calendar days, it shall then be taken up as a grievance within eleven (11) calendar days following advice of his manager'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 his manager. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Employer may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The manager will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Administrator. A meeting will then be held between the Administrator and the Grievance committee within nine (9) 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 griever may be present at the meeting. It is further understood that the Employer may have such counsel and assistance as he may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04** A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated 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** 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 Department Head or his designee 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 grievance.
- 7.06** 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 probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Employer'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 Employer deems it necessary to suspend or discharge an employee the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

- 7.07** (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 arbitrable, 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** All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

- 7.09** 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** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 7.15** 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** 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 to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the LCPS Chief or designate. An employee has the right to request copies of any evaluations and/or letters of discipline in this file.

8.02 Clearing of Record

Any letter 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 for one year.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed the greater of 675 hours or six (6) months from the date employment commences. Upon completion of the probationary period he shall be credited with seniority equal to the hours worked. With the written consent of the Employer, and the President of the Local Union or designate; such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority

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

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1650 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein. An employee shall not accrue more than 1650 hours in any one (1) calendar year.

Seniority will operate on a bargaining unit wide basis. For the purposes of job postings and shift distribution, total accumulated part-time hours work will be used.

Employees shall be credited with all seniority and service retroactive to the date of hire with previous Employer.

Full-time employees will have priority for permanent job postings.

Lateral transfers will be allowed based on seniority so long as it does not result in a double ACP crew/ambulance rotation.

9.03 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if he:

- (a) resigns in writing
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) retires;
- (d) is absent due to illness or disability for a period of thirty (30) consecutive months from the date that the illness or injury commences;
- (e) fails to return from an authorized leave of absence or utilizes a leave of absence for purposes other than for which the leave was granted, unless mutually agreed upon;
- (f) is absent from scheduled work for a period of three (3) or more consecutive scheduled shifts without notifying the Employer of such absence and supplying a satisfactory explanation of the absence;
- (g) has been laid off for twenty-four (24) months; or
- (h) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

9.04 Effect of Absence

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

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. The Employer will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits including the period of the disability program covered by the Employer Insurance. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen weeks if an employee's absence is due to a disability resulting in WSIB 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 for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by the Employer Insurance.
- (d) Part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

9.05 Job Posting

- (a) Where a permanent vacancy in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted via email to all staff for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The postings shall stipulate the qualifications, classifications, rate of pay, department, and shift and an electronic copy shall be provided to the Secretary of the Union.

Vacancies created by the filling of an initial permanent vacancy will be posted via email to all staff for a period of three (3) business days. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made per Article 9.02 of the Collective Agreement who meet the normal requirements of the job.

The Employer agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Employer provides the Union notice under Article 9.08 of its intention to eliminate the position.

The name of the successful applicant will be posted via email to all staff.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer 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.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.

Regardless of the employee's classification, lateral transfers will be allowed based on seniority so long as it does not result in a double ACP crew/ambulance/rotation.

(b) Temporary Job Postings

Any position that is anticipated to be vacant for a period of eight (8) weeks or longer shall be posted via company email as a Temporary Vacancy not to exceed the assignment timelines (January, May, September) as defined below. The Temporary Vacancy shall be posted for a period of three (3) business days, not including weekends or holidays and shall be filled on the basis of seniority.

Available assignments will be reassigned three (3) times per year (January, May, September). Reposting of available assignments will be done in advance to ensure proper scheduling as per Article E.01 (c). Reassignments will commence at the start of the first full pay-period of the months in question, and close at the end of a pay period.

Temporary job postings will not result in a dual ACP crew/ambulance/rotation,

- (i) Employees will submit their application via email to the administration staff before the closing date to be considered for any vacancy.
- (ii) Applicants applying for more than one (1) vacancy will indicate their preference of available assignments in order.
- (iii) When an employee has accepted a Full-Time temporary vacancy, the Employer will not consider their application for any new or concurrent vacancy unless there is fourteen (14) calendar days or less remaining in the employee's original temporary assignment.
- (iv) Vacancies that become available between the normal re-posting dates will be posted via company email for three (3) days and distributed to the next most senior applicant that has not already accepted a Full-Time temporary assignment.
- (v) Any subsequent vacancies that result will be offered by seniority to those employees who have submitted applications to the initial posting and who have not already accepted a Full-Time temporary assignment.
- (vi) Notwithstanding the above (iii), an employee may apply for any Full-Time or permanent position during the term of any temporary assignment.

(vii) Employees in a temporary weekend contract need not be considered for any lateral transfers to other temporary weekend contracts until the next four (4) month posting unless there are fourteen (14) calendar days or less remaining in the employee's original temporary assignment.

(viii) Upon voice contact with the applicant by the administration staff, the employee will have up to one (1) hour to accept/refuse one of the positions offered. Where there has been no return contact to the administration staff by the applicant within twenty-four (24) hours, the applicant will be deemed to have refused the offer(s) and will not be considered for any other offer(s) during this posting.

(c) Standing Application

An employee may complete a Standing Application Form indicating their interest in any permanent vacancy and it shall be considered as though it was made at the time of the posting. The request will be valid until rescinded in writing by the employee.

(d) Job Posting

Full-time employees may transfer to part-time status on a permanent basis without any loss of seniority or pay. Any time off (vacation/stat/lieu) taken in excess of the eligible accrued amount will be received from the employee's pay. Any accrued time off (vacation/stat/lieu) will be paid out on the next pay.

It is understood that staff exercising this option will be barred from applying for a full-time position for a period of eighteen (18) months.

9.06 Transfer and Seniority Outside the Bargaining Unit

Temporary Voluntary Assignments Outside the Bargaining Unit

- (a) Employees who have voluntarily assumed temporary managerial duties in the LCPS will not be considered part of the bargaining unit and will be compensated according to management pay practices. The Employer will continue to deduct Union dues from the pay of an employee for the duration of the temporary assignment to a maximum of twenty-four (24) months.
- (b) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (c) An employee who is transferred to a position outside the bargaining unit shall not, subject to (d) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) 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 24 months shall forfeit bargaining unit seniority.
- (d) In the event an employee transferred out of the bargaining unit under (c) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

- (e) Any employee who is temporarily assigned managerial duties will not hire, fire, discipline or participate in the grievance or collective bargaining process.

9.07 Transfer of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefit plans, and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1650 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his 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 he not transferred.

9.08 Notice and Redeployment Committee

(a) Notice

In the event of a proposed layoff at the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) 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 (i) above shall be considered notice to the Union of any subsequent layoff.

(b) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Employer which could be performed by bargaining-unit employees who are or would otherwise be laid off;

- (2) Identify vacant positions in the Employer or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Employer will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and of the Union. The number of representatives will be three (3).

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

The Employer shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Employer's Administrator and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the Ministry of Health and Long Term Care, the Employer shall provide a copy, together with accompanying documentation, to the Union.

9.09 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.08(a)(ii) may:

- (a) accept the layoff; or

- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Hospital of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 10% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, 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.

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

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

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 Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (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 Employer.

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.

In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the six (6) month notice period provided for in Article 9.08.

9.10 Benefits on Layoff

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

In the event of a lay-off of an employee, the Employer 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 Employer provided that the employee informs the Employer of his or her intent to do so at the time of the lay-off, and arranges with the Employer the appropriate payment schedule.

9.11 Retraining

(a) Retraining for Positions within the Employer

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a Employer position identified by the Redeployment Committee in accordance with Article 9.08(b)(i):

- (i) Opportunities to fill vacant positions identified by the Employer Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Employer in its discretion.
- (ii) The Employer and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the availability of any federal or provincial retraining program funds to cover the cost of tuition, books and travel, as well as any wages eligible under the terms of such program.
- (iii) Apart from any on-the-job training offered by the Employer, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.

(iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position with the Employer will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Employer and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.11(a)(i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

9.12 Separation Allowances

(a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

(b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.13 Portability of Service

An employee hired by the Employer with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Employer. Any such claim shall be accompanied by verification of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Employer 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 employee's 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

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated

by the new method of operation. The Employer 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.

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 10 - CONTRACTING OUT

10.01 Contracting Out

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

10.02 Contracting Out

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

- (1) to employ the employees thus displaced from the Employer; and
- (2) in doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer'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 Employer 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

Further to Article 9.08(b)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Employer by members of the bargaining unit.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 Work of the Bargaining Unit

Persons, including non-employees, not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, in emergencies, or as required in order to maintain their paramedic certification.

The aforementioned exclusions shall not cause, directly or indirectly, any reduction of work for members of the bargaining unit.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Personal Leave

- (a) Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Employees needing a personal leave day for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.
- (b) An employee who requests a personal leave of absence exceeding twelve (12) months will be fully responsible for completing any education certification deemed necessary by LCPS, MOHLTC or the Ontario Base Hospital Group.

12.02 Union Business

- (a) The Employer shall grant leave of absence without 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 Employer. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Employer, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in Article C.04 of the Local Provisions. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Employer Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

- (b) In addition to the above, a part-time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part-time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Employer of the number of such hours.

12.03 Full-Time Position with the Union

(a) (This clause is applicable to full-time employees only)

Upon application by the Union, in writing, the Employer 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 two (2) employees 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. It is understood that no more than one (1) employee will be from the same unit of the Employer, subject to operational requirements.

Seniority shall accumulate for employees during such leave on the basis of what his 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.

The employee shall notify the Employer of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his 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.

Notwithstanding Article 2.01, the Employer may fill the vacancy resulting from such leave on a temporary basis.

12.03 Full-Time Position with the Union

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

Upon application by the Union, in writing, the Employer 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.

Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave.

The employee shall notify the Employer of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his 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.

Notwithstanding Article 2.01, the Employer may fill the vacancy resulting from such leave on a temporary basis.

12.03 Leave for OCHU President and Secretary-Treasurer

(c) Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence without pay shall be granted to such employee(s) elected to the

positions of the President of the Ontario Council of Hospitals Unions or the Secretary-Treasurer of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

During such leave of absence seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week. In addition, during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Employer of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his 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.

Notwithstanding Article 2.01, the Employer may fill the vacancy resulting from such leave on a temporary basis.

12.04 Bereavement Leave

- (a) Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent.

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee shall also be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of their full-time regularly scheduled partner(s).

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt or uncle, niece or nephew.

The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer 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.

- (b) When the burial occurs at a distance exceeding five hundred (500) kilometres from the employee's residence she shall be entitled to an additional unpaid day for travelling time if she attends the funeral.

12.05 Jury & Witness Duty

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

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

- (i) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (ii) presents proof of service requiring the employee's attendance;
- (iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling 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 Employer on his regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Employer 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 Employer is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (i), (ii) and (iii) above.

12.05 Jury & Witness Duty

(b) (This clause is applicable to part-time employees only)

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

- (i) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (ii) presents proof of service requiring the employee's attendance;
- (iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

12.06 Pregnancy Leave

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (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 ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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.

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.06 Pregnancy Leave

- (b) (The following clause is applicable to part-time employees only)
- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
 - (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
 - (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
 - (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 23 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 ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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.

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplementary Unemployment Benefit Plan with the Canada Employment Insurance Commission.

- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07 Parental Leave

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

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental 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 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks.

That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of employment parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

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

In addition to the foregoing, the Employer shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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.

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07 Parental Leave

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

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental 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*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks.

That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

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

In addition to the foregoing the Employer shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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.

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Employer will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to eleven (11) weeks while the employee is on parental leave. The Employer will register these benefits with the Unemployment Benefit Plan.

- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.08 Education Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade his or her employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Subject to operational requirements, the Employer 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 Employer.

12.09 Military Leave

An employee will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The employee will give as much notice as reasonably possible.

12.10 Pre-Paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Employer.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.

- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer 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 and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

12.11 Paid Suspension While Under Investigation

Where the Employer determines that an employee is to be placed on leave pending an investigation, such leave shall be considered paid leave. Alternatively, if determined appropriate by the Employer, the Employer may place the employee on modified duties pending the investigation. For any internal investigation meetings as a result of a complaint, employees will have the right to be accompanied by a Union representative for support during his/her interviews when conducted by the Employer or Employer's representative. Any investigation will not be unreasonably delayed by the Union representative for Employer initiated investigations. The Employer shall provide the Union employee a written summary of the conclusion of the investigation.

12.12 Decertification/Deactivation

- (a) In the event a PCP is deactivated and/or decertified and who does not retain certification with the Base Hospital, he will be placed on a leave of absence without pay, or at his discretion, may draw from any vacation or banked time credits to maintain pay during the period of deactivation or decertification. The Employer agrees to meet with the employee to discuss the situation and assist the employee to re-certify at the earliest opportunity arranged by the RPPEO.

If the employee has not obtained reactivation and/or re-certification with Base Hospital within this two (2) week period, the employee will be suspended without pay for a maximum of three (3) months, during which time the employee must obtain reactivation and/or re-certification with Base Hospital. If the employee has not obtained this reactivation and/or recertification, the employee will be terminated. If the employee is successful in obtaining reactivation and/or re-certification during the three (3) month period, he will be returned to his previous position on active duty as a PCP.

- (b) An ACP who is deactivated and/or decertified as an ACP by base hospital but retains certification as a PCP will be allowed to work and be compensated as a PCP on a temporary basis for a maximum period of three (3) months, while endeavoring to obtain reactivation or recertification. If such paramedic has not obtained reactivation and/or recertification by the end of the aforementioned three (3) month period, he/she will become a PCP on a permanent basis provided there is a vacancy within this classification; or if no vacancy, he/she will become a part-time employee and the position held as ACP will be reposted. Any banked time remaining will be paid out on the next pay at the employee's rate of pay just prior to the deactivation/decertification. If the employee is successful in obtaining the required recertification and/or reactivation during the three (3) month period, the employee will be returned to ACP status and returned to the position they held at the time of deactivation/decertification.

An ACP who is deactivated and/or decertified by base hospital and does not retain certification as a PCP, will be placed on a leave of absence without pay, or at his/her discretion, may draw from any vacation or banked time credits to maintain pay during the period of deactivation or decertification. The Employer agrees to meet with the employee to discuss the situation and assist the employee to re-certify at the earliest opportunity arranged by the RPPEO.

If the employee has not obtained reactivation and/or re-certification with Base Hospital within a two (2) week period, the employee will be suspended without pay for a maximum of three (3) months, during which time the employee must obtain reactivation and/or re-certification with Base Hospital. The employee may draw from any vacation or banked time to maintain pay during the period of deactivation or decertification. If the employee has not obtained this reactivation and/or recertification during this three (3) month time period, the employee will be terminated. If the employee is successful in obtaining reactivation and/or re-certification during the three (3) month period, he will be returned to his previous position on active duty as an ACP.

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 HOODIP

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

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

The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- (b) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (c) The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (d) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

- (e) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- (f) The Employer shall pay the full cost of any medical certificate required of an employee. Such note shall contain the following information:
- Name of the employee
 - Name of medical practitioner
 - Date of visit(s)
 - Limitation, if any
 - Prognosis, if applicable, and
 - Expected return, or review date

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

- (g) An employee absent from work three (3) consecutive shifts or more, may be required to provide a medical certificate which confirms that the employee is fit to return to work or alternatively, provides a prognosis for recovery and return to work, including limitations and the next expected review date.

13.02 Class F Licence

The Employer shall pay the full cost of the medical certificate required for employees to renew their Class F Licence, to a maximum per employee of \$110 every three (3) years.

13.03 Injury Pay

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

13.04 Payment Pending Determination of WSIB Claims

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

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

13.05 Quarantine Pay

If an employee is required to self-isolate as a result of the Employer policy or at the discretion of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 14 - HOURS OF WORK

14.01 Daily & Weekly Hours of Work

The following provision designating regular hours on a daily tour and regular daily tours shall not be construed to be a guarantee of the hours of work to be done on each tour or during each tour scheduled.

No later than sixty (60) days prior to the implementation of any new schedule, the Employer shall meet with the Union to review and discuss the proposed changes.

- a) The normal daily tour shall be either eight (8) hours or twelve (12) hours inclusive of a paid meal period.

- b) Mandatory Training days shall not be considered the normal tour of duty. Full-time employees will be paid as per their regular schedules including a meal period. Part-time employees will be paid straight time up to twelve (12) hours including a meal period.
- c) The regular daily tours of duty of an employee shall not exceed eighty-four (84) hours over a two (2) week period.

14.02 Rest Periods

The Employer will schedule one fifteen (15) minute rest period for each full scheduled half shift.

14.03 Additional Rest Periods

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

14.04 Base Hospital ACP Consolidation Shifts

An employee required to work any consolidation hours to be certified by Base Hospital may complete those hours within Lanark County Paramedic Service. These hours shall be considered their normal working hours. The employee is responsible for making all of the necessary shift/base exchanges to facilitate their consolidation shifts. Shift/base exchanges will not be unreasonable denied.

ARTICLE 15 - PREMIUM PAYMENT

15.01 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.

15.02 Definition of Overtime

1) If an employee works in excess of the hours worked in clause (a) or (b) of Article 14.01, she shall receive overtime premium of one and one-half (1 1/2) times her regular straight time hourly rate. Overtime premium will not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement. Nothing herein will disentitle the employee to the payment of the normal tour-differential for a full overtime tour worked.

2) Overtime on Weekend

(This clause is applicable to Part-time Employees only)

A Part-time employee will receive time and one-half (1 1/2) her regular straight time hourly rate for all hours worked on a third and subsequent consecutive weekend save and except where:

- (i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (ii) Such employee has requested weekend work; or
- (iii) Such weekend is worked as a result of an exchange of shifts with another employee.

3) Overtime on Weekend

(This clause is applicable to Full-time employees only)

A Full-time employee will receive time and one-half (1 ½) her regular straight time hourly rate for all hours worked on a third and subsequent consecutive weekend save and except where:

- (i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (ii) Such employee has requested weekend work; or
- (iii) Such weekend is worked as a result of an exchange of shifts with another employee.

15.03 Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1 1/2) the employee's straight-time hourly rate.

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 work week and also as hours for which the overtime premium is paid.

15.04 Time Off in Lieu of Overtime

****Applies to Full-Time Employees Only****

- (a) 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 Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime.

- (b) **In lieu of Overtime/Stat Bank Cash Out**

Any employee may be able to carry over a total of eighty (80) hours into the next year. Any banked hours in excess of eighty (80), as of December 1st, shall be paid out on the next regular pay.

15.05 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 Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

15.06 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 at the rate of time and one-half (1 1/2) their regular hourly earnings.

15.07 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 three (\$3.00) dollars per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

15.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit or out of the bargaining unit shall be paid six (6) per cent above her regular rate of pay from the commencement of the shift on which he was assigned the job.

15.09 Shift and Weekend Premium

Employees shall be paid a shift premium of one dollar and five cents (\$1.05) per hour for all hours worked where the majority of their scheduled hours fall between fifteen hundred (1500) and zero seven hundred (0700) hours. The same one dollar and five cents (\$1.05) per hour will be paid as weekend premium for all hours worked between zero seven hundred (0700) hours Saturday and zero seven hundred (0700) hours Monday, or such other forty-eight (48) hour period as may be agreed upon by the local parties. Effective June 21, 2023, this rate will increase to one dollar and ten cents (\$1.10) per hour.

15.10 Transfer to Lower Paying Classification

If a transfer of an employee to a classification carrying a lower salary rate is made, either at the request of such employee or as a result of a job posting, such employee shall be paid at a rate in his salary range of his new position consistent with his service (i.e. Point to Point - Step 3 to Step 3).

ARTICLE 16 - HOLIDAYS

16.01 Number of Holidays

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

There shall be twelve (12) holidays and these holidays are set out below:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2 nd Monday in June	Christmas Day
Canada Day	Boxing Day

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

New Year's Day shall be the twenty-four (24) hour period from 1900 hours on December 31st to 1900 hours on January 1st.

The following regulations will govern the granting of holidays for Full-time employees.

- (a) In order to qualify for payment for each holiday, the employee must have been in the employ of the Employer for thirty (30) calendar days. The employee must have worked her full scheduled shift immediately preceding and her full scheduled shift immediately following the holiday and work her shift on the holiday when scheduled to do so.
- (b) If an employee qualifies under the provisions of (a) above, she will receive a lieu day off at her regular straight time rate of pay to be taken on a day to be arranged between the employee and the Employer.
- (c) When a holiday falls within an employee's vacation period, and she qualifies for payment of the holiday, subject to (a) of this Article, it shall be added to her vacation period or scheduled at a mutually agreeable time.
- (d) When a holiday falls on an employee's day off and she qualifies for payment of the holiday subject to (a) of this Article, she will be granted another day off at a mutually agreeable time.
- (e) Subject to paragraphs (b) and (d) above, employee's request for their days in lieu of statutory holidays can be taken on any day of the week (7 day period).

16.02 Definition of Holiday Pay and Qualifiers

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

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

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

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

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

16.03 Payment for Working on a Holiday

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

If an employee is required to work on any of the holidays set out above, the employee shall be paid at the rate of time and one-half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

NOTE: Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in Local Provisions Appendix.

See Letter of Understanding re: Article 16.01 and 16.03.

16.03 Payment for Working on a Holiday

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

The holidays listed Article 16.01 for the purposes of Article 16.03(b) shall be the same holidays.

If an employee is required to work on any of the holidays set out in Article 16.01, the employee shall be paid at the rate of time and one-half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday.

16.04 Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

17.01 Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment

(a) (The following clause is applicable to Full-Time employees only)

An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five (5) years but less than thirteen (13) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed thirteen (13) years but less than twenty (20) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

An employee who has completed twenty (20) but less than twenty-eight (28) years of continuous service shall be entitled to six (6) weeks annual vacation.

An employee who has completed twenty-eight (28) years or more of continuous service shall be entitled to seven (7) weeks annual vacation.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

17.01 Part-Time Entitlement, Qualifiers and Calculation of Payment

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

(a) Progression on Vacation Schedule (Part-Time)

Part-time employees shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1650 hours worked.

Notwithstanding the above, employees hired prior to September, 2000 will be credited with the service they held for the purpose of progression on the vacation scale under the respective Agreements with their former Employers and will thereafter accumulate service in accordance with this Article.

Part-time employees shall apply for leave of absence without pay for vacation purposes in accordance with their earned entitlement as prescribed below.

Part-time employees shall be entitled to receive vacation payment in accordance with their earned entitlement, as prescribed by the above, such amount to be paid bi-weekly.

(b) Vacation payment for part-time employees shall be paid on each cheque according to the following schedule:

A part-time employee who has completed less than 3,300 hours of continuous service shall receive 4% vacation pay.

A part-time employee who has completed 3,300 hours but less than 8,250 hours of continuous service shall receive 6% vacation pay.

A part-time employee who has completed 8,250 hours but less than 21,450 hours of continuous service shall receive 8% vacation pay.

A part-time employee who has completed 21,450 hours but less than 33,000 hours of continuous service shall receive 10% vacation pay.

A part-time employee who has completed 33,000 hours of continuous service or more shall receive 12% vacation pay.

Effective September 24, 2012, part-time employees are entitled to the prorated vacation set out in Article 17.01(a).

Supplementary Vacation

A part-time employee who has completed 49,500 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

A part-time employee who has completed 57,750 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

17.02 Work During Vacation

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

17.03 Illness During Vacation

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

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either Hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

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

17.04 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

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

ARTICLE 18 - HEALTH & WELFARE

18.01 Insured Benefits

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

The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Employer agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Employer agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the existing Blue Cross Extended Health Care Benefits plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$25.00 (single) and \$50.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum of \$400.00 every 24 months, one eye exam per year, and hearing aide allowance \$500.00 every 36 months.
- (c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time)

providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Dental recall including preventative services to 9 months.

Blue Cross Rider #2 (or equivalent) (complete and partial dentures) at 50/50 co-insurance to \$1000.00 annual maximum and Blue Cross Rider #4 (or equivalent) (crowns, bridgework, and repairs to same) at 50/50 co-insurance to \$1000.00 annual maximum and orthodontics based on 50/50 co-insurance with a \$2000.00 per lifetime max or equivalent. Based on the current ODA fee schedule as it may update from time to time.

- (e) The Employer will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Employer's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Employer will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.
- (g) A total of \$1,350.00 per year to be used for chiropractic, physiotherapy, massage therapy, psychotherapy and social worker treatment services. Effective July 21, 2023 this rate will be \$1,500.00 per year.

Reasonable and customary expense claim rates apply, as imposed by the carrier.

- (h) Cover the cost of prostrate blood test.
- (i) Accidental death and dismemberment – Two (2X) times employee's salary.
- (j) Survivor Benefits: Health Care and Dental benefits be will continued for the dependent spouse and children (including unborn) covered at the time of the employee's death for a period of twelve (12) months from the date of death.

18.02 Change of Carrier

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

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

18.03 (a) Pension

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

(b) Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.08(a)(ii) in any classification(s), the Employer will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

18.04 Benefits for Part-Time Employees

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

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, 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 14% of her regular straight time hourly rate for all straight time hours paid.

ARTICLE 19 - HEALTH & SAFETY

19.01 (a) Protective Footwear

At the employee's option, the Employer shall either provide to each employee, safety footwear for use during the course of his duties, or reimbursement, supported by a receipt, of one hundred fifty dollars (\$150.00) towards the purchase of approved safety footwear of the employees' choosing. Safety footwear shall be replaced as required, according to the above. An employee may choose to roll over this amount by one (1) year to a maximum of three hundred dollars (\$300.00).

(b) The Employer shall issue each employee with a PPE bag, pair of extrication gloves, ice cleats, safety helmet and safety ear buds. Items will be replaced if required due to regular wear and tear. Items will need to be presented for inspection before replacement will be issued.

19.02 Influenza Vaccination

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

(a) Employers recognize that employees have the right to refuse any recommended or required vaccination.

(b) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be required to follow the directions set out in the most current Ontario Ministry of Health Patient Care and Transportation Standards.

- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be required to follow the directions set out in the most current Ontario Ministry of Health Patient Care and Transportation Standards.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 20 - COMPENSATION

20.01 Job Classification

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

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer 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.

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 Employer.

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 Employer 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 Job Descriptions

(b) 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 that 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 Employer notifies the local Union of the rate of pay pursuant to article 20.01(a) above.

20.02 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 shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

20.03 Wages and Classification Premiums

Provisions under these headings shall remain unchanged and are repeated as 20.04, except to the extent that the Wage Schedule referred to in the Employer's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement signed.

20.04 Progression on the Wage Grid

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

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1650 hours worked.

20.05 Retroactive Pay

Any monies due to the employees as a result of retroactive payment will be paid out within six (6) weeks on a separate paystub with the appropriate breakdown.

ARTICLE 21 - DURATION

21.01 Term

This agreement shall be binding and continue in effect and shall continue 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, 2020. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

21.02 Central Bargaining


Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations

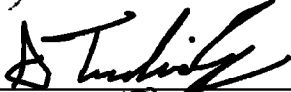
on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five days prior to the termination date of this Agreement.


It is understood and agreed that "local matters" means, those matters, which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining.


Dated at Almonte, Ontario, this _____ day of _____, 2023.

FOR THE LOCAL UNION









FOR THE EMPLOYER

SCHEDULE "A" – WAGES

PRIMARY CARE PARAMEDIC (P-1) Wage Scale

<u>EFFECTIVE</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>
Expiry	\$37.53	\$38.64	\$39.68
01-Jan-2021 (3.5%)	\$38.84	\$39.99	\$41.07
01-Jan-2022 (4.75%)	\$40.68	\$41.89	\$43.02
01-Jan-2023 (3.5%)	\$42.10	\$43.36	\$44.53

Retroactivity will be paid within three (3) pay periods, including those who left the employ of the Employer between the expiration date and the ratification date. Retroactivity is to be paid and deposited by way of a separate cheque with corresponding pay stub that indicates the appropriate breakdown.

ADVANCED CARE PARAMEDIC (P-2) Wage Scale

<u>EFFECTIVE</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>
Expiry	\$41.28	\$42.50	\$43.65
01-Jan-2021 (3.5%)	\$42.72	\$43.99	\$45.18
01-Jan-2022 (4.75%)	\$44.75	\$46.08	\$47.32
01-Jan-2023 (3.5%)	\$46.32	\$47.69	\$48.99

APPENDIX OF LOCAL ISSUES

ARTICLE A - RECOGNITION

A.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent of all Paramedics employed by Lanark County Paramedic Service in the County of Lanark, save and except supervisors and persons above the rank of supervisor.

ARTICLE B - UNION REPRESENTATION

B.01 Stewards

The Employer will recognize five (5) stewards from which one (1) will be designated by the Union to act as Chief Steward.

B.02 The Union agrees to supply the Employer, in writing, with the names of executives of the Union, the stewards, the currently authorized members of the committees as specified in Article 6, and of any changes thereto when they occur.

B.03 All references to officers, stewards, and committee members of the Union in this Agreement shall be deemed to mean officers, stewards, and committee members of the duly chartered local constituted for this bargaining unit, all of whom are employees of the Employer.

B.04 Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of one hundred and twenty-five (125) days during any calendar year, provided that adequate written notice is given the Employer and such leave does not interfere with the continuance of efficient operations in the Employer's departments. Such leave shall not be unreasonably withheld. It is agreed that not more than two (2) employees scheduled to work may be out of the same department at the same time and that no more than four (4) employees in total maybe absent from the bargaining unit at the same time.

The Employer will pay employees on Union leave as usual and the Union shall reimburse the Employer for such pay which includes appropriate Employer fringe benefit costs.

ARTICLE C - UNION SECURITY

C.01 Dues Deductions

The Employer will deduct from the pay of an employee an amount equal to the current monthly Union dues. Such dues deduction shall be made from each pay period. Dues deductions shall be made from newly hired employees following the date of hire and it shall be deducted on the first pay period of the month following. Union dues may be expressed in dollar amounts, hourly or percentage formula.

The Union from time to time shall notify the Employer, in writing, to indicate the current amount of such dues. The dues deducted will be forwarded to National Secretary Treasurer of the Union each month together with a list of names and social insurance numbers of the employees on whose behalf such deductions have been made, together with a list of employees who have terminated during the month.

- C.02** The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability, which the Employer might incur as a result of such deduction and remittance.
- C.03** The Employer will provide the Union Executive with a monthly list of part-time and casual employees and the paid hours worked by them during that period.

ARTICLE D - SENIORITY LISTS

A seniority list shall be established for all Employees covered by this Agreement who have completed their probationary period.

The posted seniority list will show the employee's name, their classification, their paid hours and date of hire. Part-time employees shall have both their capped hours (up to 1650 hours per year) and their worked hours displayed in two (2) separate columns.

Copies of the seniority list will be filed with the Union in January and July of each calendar year.

ARTICLE E - SCHEDULING

E.01 The following shall apply to all employees, Full-time, part-time and Casual Employees:

- (a) All requests for time off and shift exchanges must be submitted electronically. It is understood that such change in a tour of duty initiated by the employees and approved by the Employer shall not result in overtime payment to any of the employees affected by such change.
- (b) Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour at the request of an employee or exchange of shifts by two (2) employees.
- (c) Schedules shall be posted electronically two (2) weeks in advance and shall cover a four (4) week period. Employees are required to utilize the electronic scheduling program to review their schedule. Changes in time schedules by the Employer will be made as far in advance as possible and employees so affected by such change will be notified of the change. Advance requests for specific days off shall be submitted to the administration office seven (7) business days in advance of the requested change. Such change will not be unreasonably denied. A time-off request may be cancelled, to a maximum of three (3) times per year, if made with seven (7) business days' notice and shall not be unreasonably denied. Partial vacation days may be requested but only to attend Union or work-related business and therefore will be allowed to be taken Monday-Friday, during the week. Part-time employees booked to work a four (4) hour shift will continue to be eligible for the next shift in line with Article E.04 provided it does not result in paying overtime.
- (d) An afternoon or night tour shall be any tour which commences or ends between 1900 and 0200.
- (e) Daylight Saving Time

Employees working the period during which time changes from Eastern Standard Time to Daylight Saving Time and vice versa, shall be paid for a twelve (12) hour tour.

No employee will qualify for overtime premium as a result of the change in time from Eastern Standard Time to Daylight Saving Time and vice versa.

(f) Subject to Article E (a) above, the posted schedule will not be altered to accommodate an employee's request for a change of shift, or a special request for time off unless there is mutual Agreement between all parties concerned.

(g) Shift Exchanges:

Employees will be able to request an unlimited number of shift exchanges provided the following:

1. Will not incur overtime;
2. Will not result in working twenty-four (24) hours consecutively;
3. Will be required to be within the same pay period; and
4. Will not result in shift exchanging into and open shift.

Shift exchange requests must be submitted to the administration office one (1) business day in advance between the hours of 0800 Monday to 1500 Friday.

E.02 The following shall pertain to Full-time employees only:

- (a) The Employer shall ensure each employee at least every other weekend off.
- (b) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour when changing tours except in an emergency.
- (c) Employees will not be required to work more than five (5) consecutive days.
- (d) The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.

E.03 The following shall pertain to Part-time and Casual employees only:

- (a) Whenever possible, the Employer shall endeavour to schedule each Part-time employee off on every other weekend except during the months of July and August.
- (b) All Part-time employees shall receive twelve (12) hours notice by their supervisor prior to the cancellation of their scheduled shift. If an Employee has not received adequate notice of twelve (12) hours, that Employee shall be paid in accordance with Article 15.05.
- (c) The part-time employees who has had a shift cancelled will have first opportunity to receive any subsequent shift available until the lost shift has been replaced. Every effort will be made to have these shifts fall within the same pay period. It is also understood that this is not always possible.
- (d) Employees will not be required to work more than five (5) consecutive days. Unless agreed otherwise by the parties on a case by case basis. It is understood that overtime for part-time/casual employees will be in compliance with Article 14.01(c) and E.04.
- (e) The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty. Unless agreed otherwise by the parties on a case by case basis.

E.04 PART-TIME AND CASUAL SCHEDULING PRACTICE

Equal Distribution:

The parties recognize that all part-time employees will be scheduled for up to twenty-four (24) hours per pay period, by seniority based on declared availability. Once all employees have been scheduled up to twenty-four (24) hours, as per availability, any remaining shifts will be distributed by the process outlined below.

Regular part-time employees:

Consists of a master schedule that contains regularly contracted shifts. These regularly contracted shifts do not count towards the equal distribution hours.

Scheduling Procedure:

Part-time paramedics may be deployed at the sole discretion of the Employer in accordance with operational requirements and in accordance with the Collective Agreement.

- (1) **Available shifts (Block Fill):** Consists of shifts that are not regularly contracted and time-off requests that have been submitted at least seven (7) days in advance. Block fill scheduling will be completed on an ongoing basis as requests for time off are received (excluding current summer and Christmas scheduling language).
- (2) **Short Notice Call-Ins:** Consists of any shifts that become available with less than seven (7) days' notice up to four (4) hours before commencement of the shift.
- (3) **Emergency Call-In:** Where a call-in is required with less than four (4) hours notice a paramedic that is anticipated to be immediately available will be called regardless of seniority. If paramedic in question does not answer immediately, the service will proceed to call the next paramedic anticipated to be immediately available. A work refusal will not be issued.

Available shifts (Block Fill):

- (a) Based on submitted availability and the guidelines below, shifts will be assigned to all part-time employees in order of seniority.
- (b) Part-time employees may accept no more than eighty-four (84) hours in a pay-period.
- (c) The remaining shifts will then be offered to the next senior employee up to eighty-four (84) hours and so on.
- (d) All part-time employees will confirm receipt of scheduled shifts within seventy-two (72) hours of notification, via email. Failure to confirm shifts in the timeline provided will result in the shift(s) being reassigned. The employee will also be considered unavailable on the days which they were originally assigned shifts.
- (e) Every effort will be made for the most senior part-time employee to receive a greater number of hours per pay if possible based on availability and requirement of shifts to be filled.

Short Notice Call-Ins:

The most senior part-time employee who has not reached eighty-four (84) hours in a pay period will be the first person to be offered new available shifts. This will continue in order of seniority based on submitted availability by Group as defined in the Guideline (3) below.

If contacted by the administration office during business hours for a Short Notice Call-in shift, part-time employees are required to respond to the call within thirty (30) minutes. If contacted by the administration office after 1500 hours, employees will be informed that the shift in question is a short notice shift and employees will have ten (10) minutes to respond. If the call is not responded to within the time frame noted above, the administration office will move on to the next available employee in order of seniority and the employee will forfeit their seniority right to that shift.

When contacted by the Administration Office or the Duty Officer after 1500 hours, the timelines below will be followed:

WEEKDAYS - 1500 to 2200 hours – REQUIRED TO RESPOND WITHIN 10 MINUTES
2200 to 0800 hours – REQUIRED TO RESPOND WITHIN 5 MINUTES

WEEKENDS - 0800 to 2200 hours – REQUIRED TO RESPOND WITHIN 10 MINUTES
2200 to 0800 hours – REQUIRED TO RESPOND WITHIN 5 MINUTES

Guidelines:

- (1) In order to facilitate the scheduling of shifts, part-time employees will be required to enter their availability electronically in the time manager by the due dates below. Availability will be submitted in twelve (12) hour blocks, DAYS 0700-1900 and NIGHTS 1900-0700.

Availability for eight (8) hours shifts only will not be accepted.

Submission of the availability forms will be done in four (4) month blocks as follows:

- a. By Nov. 1 for the period of Jan. 2 to Apr. 30
- b. By March 1 for the period of May 1 to Aug. 31
- c. By July 1 for the period of Sept. 1 to Jan. 1

- (2) Employees who fail to submit the required monthly availability on time or fall short of the monthly minimum requirement at any time will be contacted by phone at the employee's stated contact number ONCE by the administration office. Employees will have seventy-two (72) hours to rectify the minimum requirement AND confirm via email to the administration office that rectification has been made or any pre-booked shifts will be reassigned. Employees who remove availability to become and/or remain non-compliant at any time within the availability period will have their assigned shifts retracted and they will be removed from the Block Fill and availability list for a period of up to a maximum of four (4) months.

Employees who, fail to submit their availability on time and/or remove their availability which fails to meet the minimum requirements, on multiple occasions, may be required to meet with the Chief of the Service, or his designate to discuss their failure to abide by the provisions of this Article. *The employee shall be notified of their right to Union Representation.*

- (3) Based on the submitted availability, all part-time employees will be entered into either GROUP A or B. Group B will be limited to seven (7) part-time employees based on seniority. Employees must reach a minimum seniority level of six thousand (6000) hours before they are eligible to enter Group B.

GROUP A

Part-time employees who maintain a minimum availability of fourteen (14) shifts per calendar month, including availability for a minimum of eight (8) weekend shifts per month and eight (8) night shifts per month shall be preferentially assigned short notice

and emergency shifts based on seniority and availability ahead of Group B part-time employees. A weekend shift is described as any shift that falls between 0700 hours Saturday and 0700 hours Monday. This is not to be construed as a guaranteed number of shifts. Part-time employees in Group A must maintain availability for four (4) holiday shifts. A holiday shift for the sole purpose of this Article will be defined as either December 24 night shift, December 25 day and night shift, December 26 day and night shift, December 31 night shift and January 01 day shift.

GROUP B

Part-time employees must maintain a minimum availability of ten (10) shifts per calendar month, including at least four (4) weekend shifts and four (4) night shifts per month. Availability for night and day shifts is required. A weekend shift is described as any shift that falls between 0700 hours Saturday and 0700 hours Monday. Part-time employees in Group B must maintain availability for three (3) holiday shifts. A holiday shift for the sole purpose of this Article will be defined as either December 24 night shift, December 25 day and night shift, December 26 day and night shift, December 31 night shift and January 01 day shift. This is not to be construed as a guaranteed number of shifts.

- (4) If a part-time employee's availability changes, it is the responsibility of the part-time employee to notify the Employer at least forty-eight (48) hours in advance of the dates in question.

Shift Exchanges:

If an employee requests a shift exchange of a holiday shift, as defined above, the employee must exchange into another holiday shift. Shift exchanges involving holiday shifts must be submitted prior to December 1st to be considered. The employer reserves the right to deny a shift exchange based on operational needs. Holiday Shift exchanges after December 1, will only be considered under exceptional circumstances. The chief/designate will have the ultimate discretion to accept/deny these requests.

Leave Requests

Part-Time requests for leave shall be considered on a case by case basis and if approved they shall be exempt from the minimum monthly availability for that given month. This shall occur a maximum of once per calendar year.

For the months of July, August and December a maximum of two (2) part-time employees, based on seniority, and if approved, shall be exempt from availability requirements. Timelines for leave requests and notification for these periods shall follow ARTICLE F.02

Except for leaves provided for under the terms of the Collective Agreement or under applicable legislation, part-time employees will maintain their availability throughout the calendar year.

Work Refusals

A work refusal shall be defined as:

- (a) Not returning a phone call within allotted time frames noted within this Article;
- (b) Not accepting a Block Fill or Short Notice Call-in shift that was given on a stated day of availability; or

- (c) Dropping a shift that has already been accepted.
- (1) A part-time employee shall not refuse more than two (2) shifts for which he/she has indicated his/her availability in a four (4) month block as outlined above in the Guidelines unless there is a reason acceptable to the Employer. A part-time employee may be required to produce a certificate from a duly qualified medical practitioner should illness be given as the reason for the refusal.
- (2) After the first refusal the Employer will call and email the employee informing them of the first refusal. Upon receiving this, the employee will respond to the email within forty-eight (48) hours acknowledging receipt of the refusal. If the employee fails to respond to the email within the forty-eight (48) hour time frame, the employee will not be booked for any subsequent shifts until such time as they have spoken to the Chief of the Service of his designate.
- (3) After receiving the second refusal, the employer will call and email the employee informing them of the second refusal to set up a plan for attendance improvement. Upon receiving this, the employee will respond to the email within forty-eight (48) hours acknowledging receipt of the refusal. If the employee fails to respond to the employer within the forty-eight (48) hour time frame, the employee will not be booked for any subsequent shifts until such time as they have spoken to the Chief of the Service, or his designate.
- After receiving the second refusal, a meeting with management and union representation will be held. The employee will be informed that upon receiving any subsequent refusals disciplinary action may result.
- (4) Any subsequent refusal within ninety (90) days may result in disciplinary action up to and including dismissal.
- (5) An employee must be ninety (90) days free from the time of any refusal before it will be removed from their record.

E.05 SCHEDULING OF OVERTIME

All overtime shifts shall be offered per the following process:

- (i) To full-time employees, per their submitted availability in order of seniority; and then,
- (ii) To part-time employees, per their submitted availability in order of seniority who have eighty-four (84) hours within the pay period in question.

ARTICLE F - VACATION

The following shall apply to Full-time and Part-time employees:

F.01 The Employer will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Employer.

F.02

- (a) Where a dispute arises between employees requesting the same vacation times and such request cannot be accommodated by the Employer then seniority shall apply.

- (b) All employee requests for summer vacation submitted before March 1st and Christmas/New Year's vacation requests submitted before August 1st will be filled by seniority. Any requests submitted after March 1st for the summer period and August 1st for Christmas/New Year's shall be granted vacation on a first come first serve basis.
- (c) All vacation time off requests received before March 1st will be confirmed or denied by May 1st for summer vacation (July-August) and by September 1st for Christmas/New Year's vacation (December 24, 25, 26/December 31st to January 1st.)

F.03 Subject to F.01, the Employer will endeavour to provide an employee unbroken periods of vacation.

F.04 Employees shall be entitled to accumulate and have available to them at any time up to one (1) year's accumulated vacation entitlement. An employee may request in writing to carry over up to two (2) weeks additional entitlement to be used at a specific time, and such request shall not be unreasonably denied. If an employee fails to use the vacation carry over as per this request, it will be paid out automatically on the next pay following the specific time period listed.

F.05 Subject to Article H.01 employee's request for singular vacation days can be taken on any day of the week (7 day period).

Request for partial vacation days (less than the employee's normal rotation of 8 or 12 hours) will not be approved.

The following shall apply to Full-time employees only:

F.06 Employees hired prior to and including the fifteenth (15th) day of a month will be granted a full month's credit for that month. Employees hired after the fifteenth (15th) day of a month will be given a half month's credit for that month. The reverse will apply for termination.

F.07 For the purpose of accumulating vacation entitlement and vacation pay, the Employer will continue to use the banking system.

F.08 Advance Care Paramedic – Vacation Banking

The Employer will allow any full time Employee who has demonstrated an interest in attending an Advanced Care Paramedic Program in the next calendar year to be able to bank an additional year of accumulated annual vacation (article G.04) that will be used exclusively to attend the ACP Program. In the event that the employee notifies the Employer on their intent not to attend the ACP Program or does not attend the ACP Program in the next calendar year (start date as defined by the educational institution), the additional banked hours will be paid out on the next pay period at the employee's rate of pay when the additional vacation time was accumulated.

ARTICLE G - PERSONNEL PROVISIONS

- G.01** It shall be the duty of the employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee.
- G.02** Should an error of less than \$200.00 (gross pay) occur on a pay cheque attributable to the Employer, the Employer agrees to correct the error no later than the next regular pay cycle. Errors of over \$200.00 (gross pay) will be corrected within two (2) working days of employee's notifying their manager.
- G.03** The Employer shall provide, on a quarterly basis, January 1, of each year, a list of all employees in the bargaining unit indicating their names in alphabetical order, their last known address, telephone numbers, e-mail address, status job classification and department name. This list is provided to the local CUPE Executive exclusively for Union record keeping purposes. The Employer shall provide the above information for all new employees in the notification referred to in Article 5.02.

ARTICLE H - BULLETIN BOARD

- H.01** The Employer will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to the Union matters. All such notices must be signed by a member of the Union Executive and submitted to the Administrator or his designate for approval prior to being posted.

ARTICLE I - PRINTING OF AGREEMENT

- I.01** The Employer shall provide the Union with five (5) hardcopies of the Collective Agreement (one for each base). Each work location will have a copy of the Collective Agreement to be kept on site on each base computer in security protected format.

The Employer will endeavour to have the Collective Agreement printed and delivered to the Union within six (6) weeks of the date of ratification.

ARTICLE J - COMMUNICATIONS

- J.01** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administration of the Employer and the Secretary of the Union.

- J.02** Internet Access

All employees shall have access to the internet at each base. The costs shall be paid by the Employer.

ARTICLE K - REASONABLE COMPENSATION FOR DAMAGE

- K.01** The Employer will consider reimbursement to an employee of reasonable compensation for damage to the employee's clothing, glasses, dentures and watches caused by patient action, provided it is reported immediately in a written incident report to the supervisor; and which is not subsequently covered by Workers' Compensation or any other insurance program.

ARTICLE L - UNIFORMS

L01 The Employer will continue its practice with respect to the issuance of uniforms as follows:

(Full-time and Part-time)

one (1) winter coat -	replaced as required
four (4) pairs of pants -	replaced as required
five (5) shirts -	replaced as required
one (1) pair of winter gloves -	replace as required
one (1) yellow sweater -	replaced as required
two (2) pairs of epaulettes	replaced as required
one (1) pair of winter pants	replaced as required
one (1) duty belt	replaced as required
one (1) winter toque	replace as required

The issuance of replacement uniforms for all employees shall be during the month of July. Employees will be required to order the new uniforms during the spring CME of each year.

Dress Uniform – Full-time employees who have worked a minimum of five (5) years will be eligible for a dress uniform. A maximum of five (5) dress uniforms per year may be issued. Employees will return uniforms issued to them upon their termination of employment with the service.

NEW EMPLOYEES

New employees will be issued two (2) pants, two (2) shirts; one (1) yellow sweater and one (1) winter coat.

New employees who leave within one (1) year of employment will be required to return their uniform or pay a set amount for it.

* Replace as required – at Employer’s discretion – old uniforms must be returned prior to the issue of a new uniform.

L.02 Dry Cleaning Allowance:

The Employer shall provide up to one hundred dollars (\$100.00) dry cleaning allowance to all full-time employees and up to fifty dollars (\$50.00) to all part-time employees. This shall be paid out in November of each year to employees that provide receipts for dry cleaning expenses.

ARTICLE M - HEALTH & SAFETY

M.01 Health & Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer in order to prevent accidents, injury and illness.
- (b) The Committee shall be composed of four (4) representatives: two (2) from the Employer and two (2) from the Union. The Employer accepts that one CUPE member who is to serve on the Joint Occupational Health and Safety Committee will be selected amongst those to be trained as certified workers under the Occupational Health and Safety Act. Any cost associated with the initial training of a certified worker will be paid by the Employer.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held quarterly or more frequently at the call of their chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (i) Where the Employer identifies high risk areas where employees are exposed to Hepatitis B, the Employer will provide, at no cost to the employees, a Hepatitis B vaccine.

ARTICLE N - WORKERS' COMPENSATION/MODIFIED WORK

N.01 The Employer will notify the Union of the names of any employees represented by the Union who are off work as a result of a work-related injury.

The Employer agrees to provide the employee with a copy of WSIB Form 7 at the same time it is sent to the WSIB.

When it is medically determined that an employee is unable to return to the full duties of her position because of disability, the Employer will meet with the National Representative and a representative of the Union to discuss the circumstances surrounding that employee's return to suitable work.

ARTICLE O - UNION MEETING SPACE

O.01 The Employer shall provide sufficient meeting space to allow the Local Union to hold its monthly meetings on the Employer premises, provided such space is available.

ARTICLE P – MEAL ALLOWANCE

P.01 The Employer will continue its practice of paying a meal allowance for calls away from the base during normal meal times.

This amount shall not exceed twelve dollars (\$12.00) per paramedic for lunch and not exceed twelve dollars (\$12.00) for supper. Receipts must be provided.

ARTICLE Q – WATER COOLERS

Q.01 The Employer shall provide water coolers at each work location; the water to be supplied by the Employees.

ARTICLE R – TELEPHONES

R.01 Cell Phone

The Employer shall provide each vehicle with a cell phone, and charger.

The Employer shall also provide two (2) portables for each vehicle if and when available.

ARTICLE S – ATTENDANCE INCENTIVE

S.01 The Attendance Incentive Program is to be extended under the following formula:

Perfect Attendance	\$175.00
1 day absent	\$75.00

To qualify for consideration, an employee must have been actively at work at least ten (10) months.

The attendance incentive program shall run from January to December of each year.

ARTICLE T – REPORTING OFF SICK

T.01 Employees will observe the following procedure:

- (a) Employees taken ill or suffering an accident during working hours will notify their manager or delegate before the employee leaves his or her duties.
- (b) When illness or accident takes place at a time other than an employee's normal working hours, the employee will endeavour to notify the Manager or delegate on duty as soon as possible, and unless circumstances prevent, not later than two (2) hours prior to the time at which the employee would normally report for duty on the day shift, and three (3) hours, unless circumstances prevent, prior to the time at which the employee would report for duty on the afternoon or night shift.

ARTICLE U – LEGAL INDEMNITY

U.01 In the event that any Paramedic employed by Lanark County Paramedic Service and Almonte General Hospital is charged with a criminal offence as a result of his/her participation in work performed for the Employer and is subsequently found not guilty or the charges are dropped by the Crown, the employee will be reimbursed the actual legal costs incurred in defense against the charges to a maximum of fifty thousand dollars (\$50,000) per incident. A maximum of five (5) incidents per year totaling a maximum of two hundred and fifty thousand dollars (\$250,000) shall be covered.


U.02 All paramedics employed by Lanark County Paramedic Service and Almonte General Hospital shall have medical/legal general liability insurance coverage as specified in the Hospital's insurance policy with the Healthcare Insurance Reciprocal of Canada (HIROC). The HIROC policy provides for malpractice insurance coverage to a maximum of twenty million dollars (\$20,000,000) per claim with. There is no deductible associated to the Paramedic and no annual aggregate limit. It is understood that the HIROC policy does not provide coverage in the following situations:


- Where there has been a criminal charge laid against the Paramedic, or
- Where the Paramedic has operated outside his/her scope of practice and certification, or
- Where a claim involves the operation of the LCPS motor vehicle as such claim would be covered by the LCPS vehicle insurance coverage.

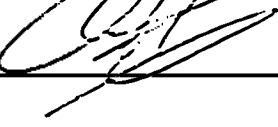
A copy of the relevant terms and conditions of the HIROC insurance policy that is in force for the Hospital has been provided to CUPE and its Local 4480. This policy governs any issues that arise with regard to Article U.02. "The Employer will provide the Union and its Local 4480 updated copies of the relevant terms and conditions of the HIROC insurance policy should any changes be made to this policy.


EXECUTED AND DATED AT Almonte, ONTARIO THIS 19th DAY OF September 2023.

FOR THE LOCAL UNION

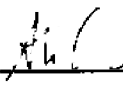








FOR THE EMPLOYER



LETTER OF UNDERSTANDING

BETWEEN

LANARK COUNTY PARAMEDIC SERVICE

AND

CUPE LOCAL 4480


Re: LOU #1 - 42 hour work week – Full Time Paramedics

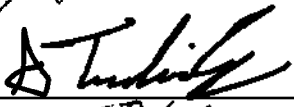
Full Time employees working 12-hour shift rotations shall have their hours averaged over the length of the four (4) week rotation and shall not exceed an average of one hundred and sixty-eight (168) hours. The affected employees shall be paid on the basis of a 40-hour work week with the additional two (2) hours per week banked for future use, as lieu time. The employee may then request time absent, paid at regular time for the banked Lieu Time taken in twelve (12) hour blocks. Such lieu time shall be subject to the provisions of Article 15.04.


The language in this letter is not applicable to employees who are on an Employer approved sick leave, such employees shall be paid for all hours and shall not be able to have their additional two (2) hours per week banked for future use as lieu time.


Dated at Almonte, Ontario, this 19th day of September, 2023.

FOR THE LOCAL UNION










FOR THE EMPLOYER



LETTER OF UNDERSTANDING

BETWEEN

LANARK COUNTY PARAMEDIC SERVICE

AND

CUPE LOCAL 4480

Re: LOU #2 - Article 16.01 and 16.03


Employees who work a paid holiday in accordance with Article 16 shall have the lieu day banked as follows:


If the Employee works a 12-hour shift, he shall be credited with a 12-hour lieu day in his bank at the appropriate rate of pay.


If the Employee works an 8-hour shift, he shall be credited with an 8-hour lieu day in his bank at the appropriate rate of pay.

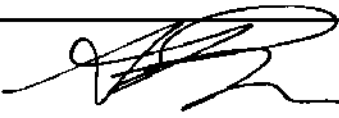
Dated at Almonte, Ontario, this 19th day of September, 2023.

FOR THE LOCAL UNION

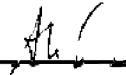








FOR THE EMPLOYER



LETTER OF UNDERSTANDING
BETWEEN
LANARK COUNTY PARAMEDIC SERVICE
AND
CUPE LOCAL 4480

RE: LOU #3 - BUMPING RIGHTS PROCEDURE

In the event that two (2) Advanced Care Paramedics (ACPs) are partnered on the same ambulance crew outside of a Job Posting competition under Articles 9.05(a) or 9.05(b), the following bumping process may occur to ensure that no dual Advanced Care Paramedic crews are formed. For the purposes of this Article, an employee that has been accepted/enrolled in a recognized accredited educational Advanced Care Paramedic program shall be deemed to have met the normal qualifications of an Advanced Care Paramedic. This process cannot result in a dual ACP ambulance/crew/rotation.

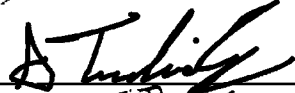
An employee who chooses to exercise the right to displace another employee shall advise the employer of his decision within seven (7) days after receiving notice from the employer.

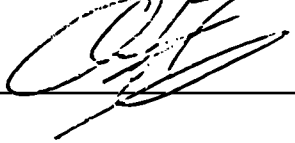
- a) The most senior Advanced Care Paramedic between the two (2) will have the option to bump an employee with lower seniority. This action will trigger the affected employee(s) right to displace any other junior employee. Subsequently, each junior employee so displaced shall in turn have the right to exercise his/her own seniority in the same manner.
- b) Should the most senior Advanced Care Paramedic decline their option in (a), the junior Advanced Care Paramedic between the two (2) will then have opportunity to bump an employee with lower seniority. This action will trigger the affected employee(s) right to displace any other junior employee. Subsequently, each junior employee so displaced shall in turn have the right to exercise his/her own seniority in the same manner. .
- c) Should the junior Advanced Care Paramedic decline their option to bump in (b) or not hold sufficient seniority to bump any other employee, the employer shall exercise its management rights and shall appoint the junior ACP to the position held by the Primary Care Paramedic with the lowest seniority that is not partnered with an Advanced Care Paramedic.
- d) Once this process(es) is completed, the employer will provide the Union with a record of the transactions via email.


Dated at Almonte, Ontario, this 19th day of September, 2023.

FOR THE LOCAL UNION









FOR THE EMPLOYER



LETTER OF UNDERSTANDING

BETWEEN

LANARK COUNTY PARAMEDIC SERVICE

AND

CUPE LOCAL 4480


RE: LOU #4 - JOB POSTING – PERMANENT FULL TIME ACP

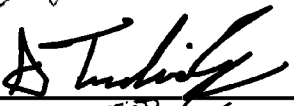
Where a permanent full-time ACP position is established as per Article 9.05 (a) the following process shall be followed in awarding the position:


- A. Regardless of the employee's classification, lateral transfers will be allowed based on seniority so long as it does not result in a double ACP crew/ambulance/rotation.
- B. On the basis of seniority, either a qualified ACP or the position may be held for a period up to 18 months for those current employees accepted into the ACP program to be certified ACP by the Base Hospital (see LOU – 18 Month Hold).
- C. If an ACP position is held for an employee, the position will be posted as a temporary position as per Article 9.05 (b) and may be filled by either an ACP or a PCP by way of seniority until certification is completed.
- D. ACP by way of external posting.


Dated at Almonte, Ontario, this 19th day of September, 2023.

FOR THE LOCAL UNION

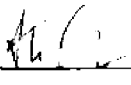








FOR THE EMPLOYER



LETTER OF UNDERSTANDING

BETWEEN

LANARK COUNTY PARAMEDIC SERVICE

AND

CUPE LOCAL 4480

RE: LOU #5 – ADDITIONAL CME REQUIREMENTS FOR ACP EMPLOYEES


The Employer recognizes the additional mandatory training requirement of 8 hours of elective CME to maintain Base Hospital ACP Certification. It is the employee's responsibility to ensure that all elective CME content has been pre-approved by the RPPEO in order to be applicable toward the ACP's maintenance of certification, and for their time to be compensated by the Employer.

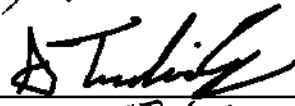
The additional CME credits can be obtained several ways therefore the following process shall be followed:


- 1- If the full-time employee chooses a CME (8 hours duration) that is on an employee's regularly scheduled 12 hour shift the employer shall (considering operational needs) book the employee off on regular paid twelve (12) hours for attending such CME's.
- 2- If the full-time employee chooses a CME (8 hours duration) that is on an employee's regularly scheduled 8 hour shift the employer shall (considering operational needs) book the employee off on regular paid eight (8) hours for attending such CME's.
- 3- A Part-time employee shall be booked by the employer for CME (considering the operational needs) and will credit the part time employee for 8 or 12 hours and the applicable seniority depending on whether or not the part time employee was scheduled to work on the date of CME.
- 4- The employer will not schedule an employee for CME on their regularly scheduled day off unless requested to by the employee at which time the employees scheduled day off will be rescheduled at a mutually agreed upon future date so as not to incur overtime.
- 5- If the full-time employee chooses to obtain the eight (8) hours of required additional CMEs by either four (4) hours or one (1) hour credit courses and upon proof of completion the employer will credit the employee with eight (8) hours of in lieu banked time.
- 6- If the part-time employee chooses to obtain the eight (8) hours of required additional CMEs by either four (4) hours or one (1) hour credit courses and upon proof of completion the employer will credit the part-time employee for eight (8) hours worked at their regular rate of pay.


Dated at Almonte, Ontario, this 19th day of September, 2023.

FOR THE LOCAL UNION

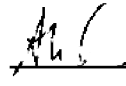








FOR THE EMPLOYER



LETTER OF UNDERSTANDING

BETWEEN

LANARK COUNTY PARAMEDIC SERVICE

AND

CUPE LOCAL 4480

RE: LOU #6 – ADVANCED CARE PARAMEDIC – Eighteen Month Hold


All Employees of the Lanark County Paramedic Service that have been accepted/enrolled in a recognized accredited educational Advanced Care Paramedic Program shall be deemed to have met the normal qualification of an Advanced Care Paramedic ("ACP") for the purpose of Article 9.05 (a).


Based upon seniority, a PCP Employee who is the successful candidate in such an ACP posting shall have up to eighteen (18) months to successfully complete all of the required training and obtain all of the necessary certifications before being placed into the position.


If the Employee fails to complete the ACP program or does not obtain the required certifications within the eighteen month period the ACP job posting will be reposted. Any employee that was granted an eighteen (18) months hold for a specific posting that failed to obtain the required certifications within the applicable timeframe will not be eligible to seek an additional eighteen (18) months hold when the position is reposted. Any extenuating circumstances will be reviewed on a case by case bases between the Employer and the Union.

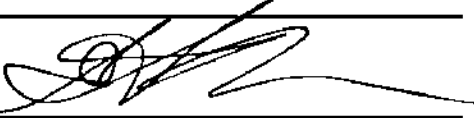
Dated at Almonte, Ontario, this 19th day of September, 2023.

FOR THE LOCAL UNION

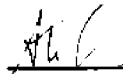








FOR THE EMPLOYER



LETTER OF UNDERSTANDING
BETWEEN
LANARK COUNTY PARAMEDIC SERVICE
AND
CUPE LOCAL 4480
RE: LOU #7 – RE: F.02(c)


The parties agree to trial the following language for a period of one (1) year, subject to the provisions, below:


The employer will confirm or deny vacation time off requests received before March 1st, by June 1st for summer vacation (July-August) and by October 1st for Christmas/New Year's vacation (December 24, 25, 26/December 31st to January 1st). Time off requests that are not confirmed or denied by the dates mentioned above will remain as "pending" until a confirmation or denial can be made.

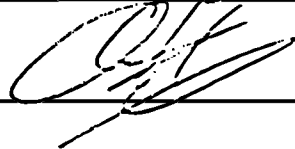
1. This agreement is without prejudice or precedence.
2. Any issues or concerns arising from the implementation or facilitation of this LOU shall be referred to the parties Labour/Management Meeting.
3. Any disagreements or complaints arising from or incidental to this LOU shall be referred to the grievance and arbitration process as detailed in the current CA.
4. In the event that Either party is desirous of terminating this LOU they shall provide confirmation of such intentions, in writing, with no less than sixty (60) business days' notice.
5. Upon receipt of such notice, per #3, the parties shall meet, within fourteen (14) calendar days to discuss the issues and rationale for terminating this LOU.


Dated at Almonte, Ontario, this 19th day of September, 2023.

FOR THE LOCAL UNION









FOR THE EMPLOYER

