



# **COLLECTIVE AGREEMENT**

**between**

**THE CORPORATION OF THE COUNTY  
OF HALIBURTON (EMS)  
(hereinafter referred to as “the Employer”)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 4435  
(hereinafter referred to as “the Union”)**

**EXPIRES: DECEMBER 31<sup>ST</sup>, 2026**

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## ARTICLE 1 – PREAMBLE

1.01 Whereas it is the desire of both parties to this Collective Agreement:

- (a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 The parties agree the methods of bargaining and all matters pertaining to the working conditions of the employees will be drawn up within this Collective Agreement:

1.03 **Definitions of Employees**

(a) **Ambulance Unit**

The group of County employees employed in the delivery of Paramedic services that are members of C.U.P.E. Local 4435.

(b) **Part-Time Ambulance Employees**

Members of C.U.P.E. Local 4435 who are employed in Paramedic Unit positions and who are not assigned a regular, full-time shift schedule.

1.04 **Definition of Calendar Year**

For the purposes of any entitlements provided under this contract, any reference to “calendar year” or “year” will be interpreted to mean the beginning of Pay Period One through to the end of last pay period in the calendar year annually. For clarification, this means that all wages, vacation, sick, float, personal health account and overtime banks will be reset at the beginning of pay period one annually.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this Collective Agreement.

### **2.02 Not Discriminatory**

The Employer will not exercise its rights to direct the working forces in a discriminatory manner. Nor will these rights be used in a manner which would deprive any employees of their employment, unless through just cause.

### **2.03 Strikes and Lockouts**

The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts. The terms strike and lockout will have the meaning given to them under the Ontario Labour Relations Act.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 4435 as the sole and exclusive bargaining agent for its employees in the Paramedic Services Department, save and except Managers, persons above such rank, and persons bound by subsisting Collective Agreement, and persons hired under special government grants (the Employer agrees that such employees will not cause the layoff of any regular employees nor will any position covered by the bargaining unit be declared redundant or not posted and filled as a result of the employment of such temporary help) and hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties to this Collective Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties. It is understood that Management is required to be accountable to the Ministry of Health and Long Term Care. As such, and for this sole purpose, the Union agrees that Management may conduct ride outs with paramedic crews for training of

bargaining unit members (CUPE 4435) and quality control purposes. In addition there shall be no decrease of regular or additional call-in hours of any Paramedic.

3.03 **No Other Agreements**

The Employer agrees not to make any agreement with any employee that conflicts with this Collective Agreement.

3.04 **Merger and Amalgamation Protection**

In the event that the Employer seeks, or is compelled, to merge or amalgamate with another employer, the Employer agrees to make all reasonable efforts in relation to the following principals:

- (a) Employees will be credited with all seniority rights.
- (b) Employees will keep all service credits relating to vacations, benefits & sick leave.
- (c) Employees will not have the conditions of their employment or wage rates reduced.

**ARTICLE 4 - NO DISCRIMINATION**

4.01 The Employer and Union agree that there will be no discrimination, restriction, interference, or coercion exercised or practiced with respect to any employee in matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sexual orientation, parental or marital status, place of residence, nor by reason of their membership or activity in the Union.

4.02 **Current Address**

It shall be the responsibility of the employee to keep the Employer and the current Base Hospital Program delivery agency informed of their current address and telephone number.

4.03 **Human Rights Act**

Any claim by an employee or the Union pertaining to a violation of the constitution of Canada, the Human Rights Acts, or the Employment Standards Act, or any other labour relations legislation will be the subject of a grievance which will be processed in accordance with the Grievance Procedure.

#### 4.04 **Definition of Spouse**

“Spouse” is defined as a person with whom the employee has a marital relationship or at least a one-year common law heterosexual or same sex relationship or a relationship of any gender.

### **ARTICLE 5 - UNION SECURITY**

#### 5.01 **Check Off of Union Dues**

All employees of the Employer, who are not otherwise excluded from the bargaining unit, will have deducted from their regular earnings each pay, the Union Dues or an amount equivalent thereto.

All such deductions shall commence the first (1<sup>st</sup>) day of employment and the Employer shall forward the money so deducted to the National Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, together with the names and regular earnings of the employees added or deleted during that period. A copy of this report shall be forwarded to the Treasurer of the Local Union.

#### 5.02 **Potential Employees**

The Employer agrees to notify potential employees that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

#### 5.03 **Union Meeting with New Employees**

On commencing employment, the employee’s immediate Manager will introduce new employee(s) to his/her Union Steward or Representative. The Employer will notify the Union, at a minimum of seven (7) days in advance when, an Officer of the Union will be given an opportunity to meet with new employee(s) within regular working hours, without loss of pay, for a maximum of sixty (60) minutes during the first month of employment for the purpose of acquainting new employee(s) with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

#### 5.04 **Employer will Notify Union**

Where practicable, any reports or recommendations about to be made to the Council/board dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit will be communicated by the Employer to the Union in time to afford the Union a reasonable

opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Council/Board.

5.05 **Copies of Resolutions**

The formal decisions of the Employer are available to members and representatives of the Union by downloading the approved County Council minutes from the County website at [www.haliburtoncounty.ca](http://www.haliburtoncounty.ca).

**ARTICLE 6 - CORRESPONDENCE**

6.01 **Correspondence**

All correspondence between the parties, arising out of this Collective Agreement or incidental thereto shall pass to and from the Chief Administrative Officer or designate and the President and Secretary of the Local Union.

**ARTICLE 7 - LABOUR MANAGEMENT RELATIONS**

7.01 **Representatives of Union**

The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives will have access to the Employer's premises in order to meet with representatives of the Employer at a mutually convenient time.

The Employer shall have the right at any time to the assistance of a consultant when dealing or negotiating with the Canadian Union of Public Employees.

7.02 **Union Executive and Management Committee**

Union executive and management committee meetings will be held to clarify any areas of mutual concern. Notice to be given in writing and meeting time agreed to by both parties. Agenda items, where possible, shall be provided to both Parties one (1) week in advance of the meeting. This requirement does not preclude additional agenda items being added at the day of the meeting, time permitting.

7.02.1 **Chairperson of the Meeting**

CAO shall be designated or a designated representative to chair the meetings.

### 7.02.2 **Minutes of Meeting**

Minutes of the meeting shall be prepared by the Employer within ten (10) days of the meeting and will be forwarded to the Union for review and comments. The parties agree to work in a timely manner to come to agreement on the Minutes and subsequently signed by the CAO and Union President. The Union and the Employer shall each receive two (2) signed copies of the Minutes. The Union will ensure that the Minutes will be posted on all union bulletin boards.

### 7.03 **EERC (Employee/Employer Relations Committee)**

- (a) EERC Committee composed of up to four (4) representatives from the Union and up to four (4) representatives of the Employer shall be used as a forum for consultation on changes in conditions of employment and on other matters of mutual interest. One of the Union representatives shall be the President of the Union or his/her designate. Either party may invite an additional representative for specific issues.
- (b) The committee shall meet, as required, upon request by either Party.
- (c) While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity and shall have no power to alter, amend, add to or modify the terms of this Collective Agreement. Further, the committee shall not deal with any issues/matters over which any other Employer/Union committee has jurisdiction.
- (d) Union committee members will be allowed time off with pay at the appropriate rate of pay to attend such meetings. If not scheduled to work this day, an employee shall receive the greater of four (4) hours at straight time or the length of the hours of the meeting at straight time.
- (e) A standing item on the Agenda shall be the Haliburton County Deployment Plan. Prior to implementing any changes to the Plan, the Employer agrees to notify Employees of the changes.

### 7.03.1 **Chairperson of the Meeting:**

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

### 7.03.2 **Minutes of Meeting:**

Minutes of the meeting shall be prepared by the Employer within ten (10) days of the meeting will be forwarded to the Union for review and comments. The parties agree to work in a timely manner to come to

agreement on the Minutes and subsequently signed by the joint chairpersons. The Union and the Employer shall each receive two (2) signed copies of the Minutes. The Union will ensure that the Minutes will be posted on all union bulletin boards.

#### 7.04 **Union Officers and Committee Members**

Union officers and committee members will be entitled, without loss of remuneration, to leave their work in order to carry out their functions under this agreement, including, but not limited to attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes will first be obtained from the Management. Such permission will not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, will be considered as time worked which includes seniority accumulation for part-time employees.

Meetings with the Employer for the purpose of negotiations shall include a maximum of one paid twelve (12) hour shift per employee per day. In the event an employee must take two (2) shifts off in order to accommodate meeting with the Employer for the purpose of negotiations, the Employer shall continue to pay the employee and bill the Union for any additional costs over and above the one paid twelve (12) hour shift.

#### 7.05 **Leave for Union Office**

The Employer may grant an employee who is elected or selected for a full-time position with the Union, or who has been offered a paid position within the Union a leave of absence without wages and benefits. The employee shall retain but not accumulate seniority for the period of the leave. The following provisions shall apply:

- a) The employee shall provide the Employer with a minimum of fourteen (14) days' notice of the request for a leave;
- b) The leave shall be a minimum of three (3) months and a maximum of twelve (12) months unless mutually agreed otherwise;
- c) The employee shall provide the Employer with a minimum of three (3) weeks' notice of his/her return to employment to the County;
- d) The employee will be responsible for all costs associated with re-certifying their qualifications as a Paramedic prior to returning to the employ of the County.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the membership of Local 4435 to appoint or elect four (4) stewards whose duties will be to assist any employee, whom the steward represents, in preparing and in presenting a grievance in accordance with the grievance procedure.

### **8.02 Recognition of Stewards**

The Union shall notify the Employer in writing of the name of each steward before the Employer shall be required to recognize them.

### **8.03 Grievance Committee**

The Local Union President or designate, the grievor's steward and the grievor shall constitute the Grievance Committee for a given grievance so long as they remain employees or until their successors are chosen.

### **8.04 Permission to Conduct Union Business**

Upon the following conditions a steward will, without loss of pay, spend time during his/her regular working hours assisting any employee at stage two (2) of the grievance procedure and a member of the Grievance Committee may spend time during his/her regular working hours assisting any employee at stage three (3) of the grievance procedure:

- (a) He/she must obtain the consent of Management before leaving his/her regular work and report to their Manager upon returning to their regular work.
- (b) The grievance must be one that must reasonably be dealt with during working hours.
- (c) They must be absent for no longer than is reasonably necessary to process the grievance.

### **8.05 Definition of Grievance**

A grievance under this Collective Agreement will be defined as any difference or dispute between the Employer and any employee(s) or the Union, or a case where the Employer has acted unjustly, improperly or unreasonably.

## 8.06 Settling of Grievance

An earnest effort will be made to settle any grievance fairly and promptly in the following manner:

- Step 1** Prior to putting the grievance in writing an employee or Grievance Committee member on the employees behalf, may try to resolve the issue with their appropriate Manager. Alternatively, the grievance can be submitted in writing and in accordance with Step 2.
- Step 2** Grievances shall be reduced to writing and submitted to the Manager. Grievances should be submitted within twenty (20) working days of the employee becoming aware of the circumstances leading to the grievance. The Manager shall issue a written response within ten (10) working days of the receipt of the written grievance.
- Step 3** Failing settlement being reached in Step 2, the employee(s) concerned, together with the Grievance Committee, may within ten (10) working days following receipt of the answer at Step 2, submit the matter to the Chief Administrative Officer or designate who will, within ten (10) working days hold a meeting with the Union to discuss the grievance. The CAO or designate shall render a decision within ten (10) working days after the meeting.
- Step 4** Failing a satisfactory settlement being reached in Step 3, the Union may, within fifteen (15) working days following receipt of the answer at Step 3, refer the dispute to arbitration in accordance with the provisions of Article 9.

## 8.07 Working Days Defined

For the purpose of Article 8.06, working days will not include any Saturday, Sunday or statutory holidays.

## 8.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2 of this Article may be by-passed.

## 8.09 Union May Initiate Grievance

The Union and its representatives will have the right to originate a grievance for any employee, or group of employees, other than through an employee(s) or steward and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance will commence at Step 2.

8.10 **Replies in Writing**

All correspondence regarding the grievance procedure will be in writing between the Employer and the Union.

8.11 **Failure to Act Within the Time Limit**

Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified will not be deemed to have prejudiced the Union on any future identical grievance.

8.12 **Mutually Agreed Changes**

Any mutually agreed changes to this collective agreement will form part of this collective agreement and are subject to the grievance and arbitration procedure.

**ARTICLE 9 - ARBITRATION**

9.01 **Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request will be made by email addressed to the other party to the Collective Agreement indicating the name of its nominee on an arbitration board. Within five (5) days thereafter the other party will answer by email indicating the name and address of its appointee to the arbitration board. The two (2) nominees will then meet to select an impartial Chairperson.

9.02 **Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within ten (10) days of appointment, the appointment will be made by the Minister of Labour upon the request of either party.

9.03 **Board Procedure**

The arbitration board may determine its own procedure, but will give full opportunity to all parties to present evidence and make representations to it. It will hear and determine the difference or allegation and render a decision within a reasonable time.

9.04 **Decisions of the Board**

The decision of the majority will be the decision of the Board. Where there is no majority decision, the decision of the Chairperson will be the decision of

the Board. The decision of the Board of Arbitration will be final and binding and enforceable on all parties, but in no event will the Board of Arbitration have the power to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Board will have the power to dispose of any discharge or a discipline grievance by any arrangement in which in its opinion it deems just and equitable.

9.05 **Expenses of the Board**

Each party will pay:

- 1) The fees and expenses of the arbitrator it appoints;
- 2) One half (1/2) the fees and expenses of the Chairperson.

9.06 **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Collective Agreement.

9.07 **Witnesses**

At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

9.08 **Arbitrator**

Nothing in this Collective Agreement will prevent the parties to this Collective Agreement from agreeing on a single arbitrator to hear and decide any matter, which may be referred to arbitration. If the parties agree to the use of a single arbitrator, then the parties will share the cost of such arbitrator equally.

**ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

10.01 **Written Particulars of Censure**

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer will within five (5) days thereafter give written particulars of such censure to the employee and a copy thereof to the Secretary of Local 4435.

**10.02 Discharge Procedure**

A permanent employee who has completed his/her probationary period may be dismissed but only for just cause and only upon the authority of the Employer. The Head of the Department in which the employee works may suspend an employee. Prior to any imposition of discipline or discharge an Employee will be given the reason in the presence of his/her Steward or Union representative. Such employee and the Union will be advised promptly, in writing, by the Employer of the reason for such discharge or suspension.

**Clearing of Record**

All employees under this Collective Agreement shall receive a copy of any disciplinary action that is placed in their personnel file.

A copy of any disciplinary action which has been placed in the employee's personnel file shall be removed from the employee's file after eighteen (18) months, provided the employee has not had a discipline of a similar nature from the date of the last disciplinary action.

**10.03 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended will be entitled to a hearing under Article 8, grievance procedure. Steps 1 and 2 of the grievance procedure will be omitted in such cases.

**10.04 Right to Have Steward Present**

An employee will have the right to have his/her Steward or Union representative present at any discussion with Management in which the employee believes might be the basis of disciplinary action. Where Management intends to interview an employee for disciplinary purposes, the Management will so notify the employee and the Union, in writing, with a minimum of twenty-four (24) hours in advance of the purpose of the interview in order that the employee may contact his/her Steward or Union representative to be present at the interview.

A Steward or local union officer will have the right to consult with a CUPE staff Representative and to have him/her present at any discussion with Management personnel which might be the basis of disciplinary action.

**10.05 Access to File**

An employee shall have the right, at a mutually agreed upon time, to have access to and review their personnel file with supervision during normal office hours. The employee shall have the right to respond in writing to any

document contained therein. Such reply shall become part of the permanent record.

- 10.06 The Employer will have the right to be present at any meeting between an employee and the following outside agencies: Ministry of Health and Long Term Care, Police Agency, Base Hospital or Crown Attorney which the Employer has been notified that there exists potential legal action against the Corporation and/or the employee.

Where the outside agency intends to interview an employee, the Employer will notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Union representative to be present at the interview.

Employees may request other representatives as they deem necessary.

The Employer will advise the employee through their County e-mail address that their documentation related to a specific call has been subpoenaed and to contact the Employer for further information. All relevant information shall be provided to the employee.

## **ARTICLE 11 - SENIORITY**

### **11.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and will be used to determine preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority will operate on a bargaining unit basis having regard to the qualifications of the employee to perform the duty in question.

### **11.02 Seniority List**

An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January, April, July and October, of each year recording the seniority for each employee in years and hours of service.

The maximum seniority that may be accrued for full or part time employees, in one calendar year is 2080 hours regardless of hours earned over and above that amount.

### **11.03 Recognition of Service**

For purpose of recognizing credited service for pension eligibility only, the Employer shall recognize an employee's seniority as commencing from his/her last date of hire with any previous operator in the County. Such seniority will only be recognized if service can be determined to be unbroken

and continuous notwithstanding the previous transfers of ambulance operations between various operators.

For purposes of this clause, recognition of service will only extend to employees employed with the County as of January 1<sup>st</sup>, 2002.

11.04 **Probationary Employees**

Newly hired employees will be considered on a probationary basis for a period of one thousand and forty (1,040) hours actually paid from the date of hire. During the probationary period, all employees will be entitled to all rights and privileges of this Collective Agreement except with respect to discharge.

11.05 **Loss of Seniority**

An employee will not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she resigns;
- (c) he/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause;
- (d) he/she is laid off for a period longer than two (2) years;

11.06 **Transfers and Seniority Outside Bargaining Unit**

No employee will be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, the Employer will notify the employee as soon as possible of such a transfer and it is further understood that the transferred employee will retain his/her seniority acquired at the date of leaving the Unit for a period of six (6) months but will not accumulate any further seniority. If such an employee returns to the bargaining unit within six (6) months they will be placed in a job consistent with their seniority. Such return will not result in the layoff or bumping of an employee holding greater seniority.

11.07 **Restrictions on Contracting-Out**

In order to provide job security for the members of the bargaining unit, the County will not directly contract out work and agrees that all work or services performed by the employees will not be sub-contracted, transferred, leased,

assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-union employee.

11.08 **Transfer of Full-time to Part-time status**

A full-time employee may elect, at any time, to move permanently to part-time status. It is agreed that once he/she moves to part-time status, he/she must successfully apply for a posted full-time position in order to move back to full-time. An employee must give the Employer four (4) weeks' notice in writing of their intent to change status.

Once an employee moves to part-time status, all full-time rights and benefits cease. Any and all accrued full-time vacation entitlement shall be paid out on a pro-rated basis based as of the date the employee becomes part-time. If the employee has utilized more than the allowable vacation for that calendar year, their part-time vacation pay will be adjusted for reimbursement to the Employer.

When a full-time employee elects to become part-time, their seniority shall be calculated based on one (1) year is equivalent to 2080 hours for the purpose of placement on the seniority list.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

12.01 **Job Postings**

**Permanent Vacancies**

When a permanent vacancy occurs either inside or outside the bargaining unit, the Employer shall send the job posting via e-mail at the County e-mail addresses. The employer shall post for a period of two (2) weeks for employees covered under this collective agreement in order that all members are notified about the posting and be able to make written application therefore. During the period of the posting for the permanent position outlined above the employer will concurrently post notice of a lateral transfer opportunity(ies) for the full-time employees. This can be done on a combined posting. The posting will identify the original shift assignment and base location.

After the two week posting period, the employer shall offer by seniority the full-time employees lateral transfer opportunity(ies). There shall be as many lateral transfers allowed as possible based on applications received during the two-week posting period. Employees will have seventy-two (72) hours to accept or decline any such offer made by the Employer. Offers shall be considered made once an employee has been personally contacted and

spoken with directly. The Employer will make all efforts to start the process of offering the positions one (1) business day following the closing of the posting.

The process for lateral transfers shall be completed prior to the awarding of the vacant permanent full-time posting.

The successful candidate for the permanent full-time position shall be notified of the shift and location of the base once the lateral process has been completed.

If an employee applies after the closing date of posting, the Employer is not obligated to consider the application.

### **Temporary Lateral Transfer – Full Time Only**

When a temporary vacancy that will exceed 6 weeks, or when an existing vacancy is extended by 6 weeks or more, the employer shall send the job posting via e-mail at the County email address. The employer shall post for a period of one (1) week for employees covered under this collective agreement in order that all members are notified about the posting and be able to make written application therefore.

Due to the further transfer opportunities this posting may create this posting will identify the original shift assignment and base location.

The employer shall offer the transfer by seniority and there shall be as many lateral transfers allowed as possible based on the applications received during the one week posting period.

If an employee wishes to have the above noted posting sent to a personal email address account they can submit their request to the Human Resources Department.

Any pay averaging differences created due to lateral transfers are the responsibility of the employee and this transfer will not result in any overtime premiums. Employees will have seventy-two (72) hours to accept or decline any such offer made by the Employer. Offers shall be considered made once an employee has been personally contacted and spoken with directly. The Employer will make all efforts to start the process of offering the positions one (1) business day following the closing of the posting.

### **Full-time Coverage – Part Time only**

When a full time employee is approved to take any leave from work of six (6) weeks or more (with exception of vacation or bank time), the Employer shall post a temporary contract for part time employees.

There will be one posting per leave period which will include a full time lateral transfer and expected number of 6 week contracts. All postings will be sent out via e-mail at the County email address prior to the start of the leave period. The employer shall post for a period of one (1) week for employees covered under this collective agreement in order that all members are notified about the posting and be able to make written application therefore.

The employer shall offer the leave period in 6 week intervals as per article 12.04, once all lateral transfers have been completed. Only one lateral posting will be made for each leave period. Employees will have seventy-two (72) hours to accept or decline any such offer made by the Employer. Offers shall be considered made once an employee has been personally contacted and spoken with directly. The Employer will make all efforts to start the process of offering the positions one (1) business day following the closing of the posting.

Once a part time employee has completed a leave contract, they will not be eligible for another leave contract until all other part time employees have been offered a leave contract.

Should the leave period be shortened a minimum of one week notice will be provided to all those affected.

Employees must fulfill an accepted contract prior to starting another one.

#### 12.02 **Information in Posting**

Such notice will contain the following information:

Nature of position, hours of work, location, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

These qualifications will not be established in an arbitrary or discriminatory manner.

All temporary vacancies shall also contain the expected start and end date of the vacancies.

#### 12.03 **No Outside Advertising**

No outside advertisement for any vacancy within the bargaining unit will be placed until the applications of present union members have been fully processed.

#### 12.04 **Method of Making Appointments**

In making staff changes, transfers or promotions, appointment will be made of the applicant with the greatest seniority, as of the end of the pay period prior to the posting date and having the required skill, ability and willingness to

perform the change, transfer or promotion. Appointments from within the bargaining unit will be made within four (4) weeks of posting.

12.05 **Internal Transfers**

The successful applicant will be placed on trial for a period of four (4) months. Conditional of satisfactory service, such trial promotion will become permanent after the period of four (4) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he/she will be returned to his/her former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions will also be returned to his/her former position without loss of seniority and former wage or salary.

12.06 **Employee with a Disability**

The County shall accommodate parties with disabilities in accordance with the Ontario Human Rights Code.

**ARTICLE 13 - LAYOFFS AND RECALLS**

13.01 **Layoff and Rehiring Procedure**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, employees will be laid off in the reverse order of their seniority, providing remaining employees can satisfactorily perform the necessary tasks. Employees will be recalled in the order of their seniority.

13.02 **Employee Complement**

The current complement of employees is considered the normal staff requirement. If reductions of the workforce should be required, they will be made by attrition or, where this is not possible, the Employer will meet with the Union thirty (30) days in advance to discuss any reduction of the employee hours or numbers in an effort to find alternatives, which do not affect the current complement of employees.

Should a reduction in the workforce become necessary and layoffs ensue, then the following order of assigned work should follow:

- (a) Those laid-off full-time employees will be entered on a list with the employee having the most seniority at the head of the list, followed by those with decreasing seniority.
- (b) To fill open shifts caused by sickness, holidays, and any other leaves of absence not covered by the aforementioned, lieu time, statutory time, bereavement time, training, time off granted for union matters, this list will be used first, and shifts will be offered to these employees in a rotating manner, giving precedence to those with the most seniority.
- (c) Once a shift has been filled, the next shift will be offered to the next employee with the most seniority until the shift is filled or the employee filling the previous shift has declined such.
- (d) Only after the preceding procedures have been completed will the shift be offered to part-time employees, again using seniority as the basis for offering shifts.
- (e) In each instance of shift availability, this procedure will be followed.

### 13.03 **No New Employees**

No new permanent employee will be hired until those permanent employees laid off from within the bargaining unit have been given an opportunity of re-employment.

### 13.04 **Notice of Layoff**

The Employer will notify employees who are to be laid off thirty (30) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) full days after notice of layoff, they will be paid in lieu of work for that part of thirty (30) days during which work was not made available. An employee should also give five (5) days' notice of resignation except in cases of emergency beyond the control of the individual.

### 13.05 **Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify full-time employees who are to be laid off sixty (60) calendar days before the layoff is to be effective. If the employee laid off has not had the opportunity to work his normal shifts after notice of layoff, they will be remunerated for the days for which work was not made available.

13.06 **Leave to Attend to Personnel Matters**

When an employee is to be laid off, he/she shall be allowed two (2) hours off during his/her last shift in order to attend any personnel or pay related matters not yet settled, with no loss of remuneration.

13.07 **Continuation of Benefits**

The Employer agrees to pay insurance coverage for the month of layoff and the laid off employees may choose to participate in the benefit plan for two (2) years provided they reimburse full cost to the Employer and provided the Employer's insurance carrier permits such coverage.

13.08 **Grievances on Layoffs**

Grievances concerning layoffs due to a reduction in the working force will be initiated at Step 3 of the grievance procedure.

13.09 No full-time employee within the bargaining unit will be laid off by reason of his/her duties being assigned to one (1) or more part-time employees.

## **ARTICLE 14 – HOURS OF WORK**

14.01 **Compressed Work Week**

The normal hours of work for Paramedics will be twelve (12) hour shifts, scheduled such that the average bi-weekly hours worked are eighty (80) hours. A shorter shift may be scheduled in order to bring the average bi-weekly hours to eighty (80). It is understood that normal hours of work for the Paramedic classification operate on a twenty-four (24) hour, seven (7) day per week basis.

14.02 **Shift Rotation**

The Employer will not alter or amend the current shift rotation schedule for full-time employees unless required through a change in operational need. Should a change in shift rotation schedule be required, the Employer will do so only with the agreement of the Union.

In recognition that the shift rotation is based upon an averaging of bi-weekly hours over a six-week period (84 hours, 84 hours and 72 hours) the Union agrees on behalf of itself and each employee in the bargaining unit, that overtime shall not be payable as a result of the practice of bi-weekly averaging.

14.03

**Additional Shifts**

1) Additional shifts shall be offered as follows:

Shift filling table:

Open Shift	More than 8 hours' notice	Less than 8 hours' notice
1 <sup>st</sup>	Part time at regular time based on availability Open call for shifts to part time at regular rate	Full time at appropriate overtime
2 <sup>nd</sup>	Full time at appropriate overtime	Part-time at appropriate overtime

2) All articles pertaining to pay for work performed on Statutory Holidays shall apply on such additional shifts.

3) If employee is notified with greater than 8hrs for a shift however does not respond until less than 8hrs to shift start, the shift is still at regular time.

**Short Notice Call in Provisions**

Where a part-time employee is called into work with less than eight (8) hours' notice, he/she shall be paid at a rate of time and one-half for all hours worked on that shift.

Shifts for part-time employees shall be distributed equitably on a best effort basis over a two (2) week pay period. An employee's availability to work shall be a factor in determining equitable distribution of shifts.

**Part Time Availability**

Where a part-time employee is contacted for scheduled open shifts at the numbers or email provided during business hours are required to reply to any phone and/or email messages by 12 noon the following day. Failure to do so will be considered a shift declined.

14.04

**Paid Duty**

Where the Employer from time to time provides event coverage on a contract basis, and where the Employer secures payment pursuant to said contract to cover such costs (ie: sufficient funds to cover wage costs at time and one half), such coverage will be offered on a voluntary basis at a rate of time and a half to off-duty full-time qualified employees in order of rotational seniority.

If not full time employee accepts the shift, it shall be offered to part-time employees as per the collective agreement.

14.05 **Access to Information**

The Employer agrees to provide the Union, upon request, a monthly list detailing the call-in protocol and the names of the employees who were offered and who accepted available shifts.

14.06 **Breaches to Backfilling Procedure**

Where a situation arises wherein an employee (Part-Time or Full-Time) has missed an entitled shift as per 14.03 as a result of an error by the Employer, the Employer agrees that the said employee shall be paid the equivalent amount of money owed at the appropriate rate. It is the responsibility of the employee to notify the Employer of any alleged infraction within twenty-eight (28) days of the end of the pay period in which the infraction occurred.

14.07 **Cancellations of Shifts**

If a part-time employee has his/her shift cancelled as a result of a scheduling error or an unforeseen change in operational requirements, with less than twenty-four (24) hours' notice, the Employer agrees to re-deploy the employee or pay her/him for all hours lost at the appropriate rate of pay for the shift that was lost.

14.08 **Shift Premium**

Employees will be paid a shift premium of one dollar and thirty five cents (\$1.35) for all hours worked between 5:00 p.m. and 8:00 a.m.

Employees will be paid a weekend premium of one dollar and thirty five cents (\$1.35) per hour for each hour worked between Friday, 11:59 p.m. and Monday, 12:00 a.m. The weekend premium will be in addition to the shift premium.

14.09 **Rest Period Between Shifts**

The Parties agree that there shall be at least eleven (11) hours off between scheduled shifts on each employee's regular rotation.

The Parties further agree that when an employee works beyond their normal scheduled shift (either as their regular rotation or as a call-in), they are guaranteed (8) hours off before the beginning of their next shift (either as their regular rotation or as a call-in shift). It is understood that if the employee is scheduled within the eight (8) hour rest period, he/she shall receive their full twelve (12) hours pay and there shall be no change in their scheduled shifts as per Article 15.07. For clarity, an employee shall stay away from work on full pay until there is eight (8) hours off from the County of Haliburton service.

Further, it is the responsibility of the employee to ensure that this rest period is observed in relation to scheduling external employment with another paramedic service.

#### 14.10 **Mutual Shift Changes**

Employees shall request on JBS Shift Manager a requests for shift changes at least 3 business days in advance from the start of the earliest shift being traded.

Employees will be allowed a maximum of 18 approved shift exchange requests per calendar year.

There is no maximum number of exchanged shifts that an employee may accept.

1. It is the responsibility of the crewmember requesting the change to arrange for appropriate replacement staff.
2. A mutual shift change must be accepted by both staff members and completed through JBS.
3. Electronic Shift Exchange requests are the only acceptable method for submitting a shift exchange.
4. The shift exchange is only valid once approved by management. The shift remains the requesting staff's responsibility until approved.
5. A mutual shift exchange must not result in any staff member working more than local policy allows and must not incur overtime.
6. Shift changes must be reconciled within the same pay period.
7. Shift changes are subject to approval based on operational needs.
8. Shift changes will not be completed by office staff. If staff have difficulty accessing the schedule agent from home, they should contact the IT department through [helpdesk@county.haliburton.on.ca](mailto:helpdesk@county.haliburton.on.ca).

#### 14.11 **Early Shift Start**

If an oncoming crew member elects to respond to an early call before the start of the shift and replaces a prior crew member, then they will be paid at the appropriate rate of overtime for thirty (30) minutes on top of their regularly scheduled shift.

**ARTICLE 15 - OVERTIME****15.01 Overtime Defined**

All time worked beyond the normal workday as herein provided, the normal workweek or on a holiday, will be considered as overtime.

**15.02 Overtime Rates**

Overtime rates will apply for work as follows:

- (a) All hours in excess of the normal hours of work per day will be paid at time and one-half.
- (b) All hours worked in excess of the normal bi-weekly hours of work will be paid at a rate of time and one-half.
- (c) If an employee's shift commences on a statutory holiday, the entire shift will be at double time in addition to an employee's regular rate of pay for full-time employees and will be paid at double time for part-time employees.
- (d) When daylight savings time takes place at both times in a calendar year, the employee will be paid for actual hours worked at straight time. Any hours after twelve (12) hours worked, the overtime article 15.02(a) will be applied. Should the hours worked be less than twelve (12) hours the employee may use banked time to fulfil the shift hours.

**15.03 Short Notice Call in Time**

- (a) Except as provided in (b) below, a full time employee who is called in and required to work outside their regular working hours will be paid for a minimum of four (4) hours at the overtime rate. A part time employee who is called in will be paid a minimum of four (4) hours at the overtime rate.
- (b) If an employee is called in and is required to work outside their regular working hours, he/she will be paid a minimum of (4) hours at the applicable overtime rate if the overtime is not attached to employee's regular shift. If it is attached to the regular shift, the time worked will be paid at the applicable overtime rate for actual hours worked.

**15.04 Accumulation of Overtime Hours**

Accumulated overtime shall be recorded in a single overtime bank for each employee, with the total overtime accumulation at any given time being the dollar value of the current hours of banked overtime. All overtime

accumulated in excess of one hundred and eighty (180) hours will be paid out. In addition, on March 31 of each year the Employer may pay out the unused portion of the overtime bank except for any unused portion of the overtime bank that has accumulated in that calendar year.

Overtime worked may be accumulated in dollars and taken as time off or may be paid. Each employee shall notify the Employer of their election by indicating "pay overtime" otherwise, overtime is banked automatically.

Time off in lieu of overtime shall be arranged by mutual agreement between the Employer and the employee provided that the Employer is able to retain an adequate and competent staff to meet the normal requirements of the Employer.

15.05 **Part -Time Accumulation of Overtime Hours**

Part-time employees shall, upon written request to the Employer, be allowed to forego payment for overtime hours worked and accumulate those hours in a bank to be paid at a later date.

It is agreed that the total number of overtime hours a part-time employee is allowed to bank is a maximum of two hundred and twenty (220) hours. All banked hours accumulated in excess of two hundred and twenty (220) hours will be paid out.

15.06 **Sharing of Overtime**

Overtime will be divided equally among employees who are willing and qualified to perform the available work. Effective within 120 days from ratification of this agreement when overtime hours are equal, seniority shall prevail in the assignment of shifts for full time employees.

Such overtime shall be offered in accordance with the provisions contained in the Shift Filling Table contained in Article 14.03.

15.07 **Overtime During Layoffs**

There will be no overtime worked in any operation while there are available employees on layoff able to perform the work.

15.08 The County will not reschedule employee's normal time off for the purpose of avoiding the payment of overtime.

15.09 Overtime work will be on a voluntary basis for all employees except in cases of emergencies. An employee will not be required to work overtime in such cases of emergencies if he/she has a valid and reasonable reason.

15.10 **Overtime payment for work with Third Party**

The Employer will schedule communications and/or meetings with any third party on behalf of the employee, as a result of incidents while working as a paramedic with the County of Haliburton.

**ARTICLE 16 - HOLIDAYS**

16.01 **Recognized Holidays**

The parties recognize the following holidays:

New Year's Day  
 Family Day (3<sup>rd</sup> Monday of February unless otherwise proclaimed)  
 Good Friday  
 Easter Monday  
 Victoria Day  
 Canada Day  
 Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Eve Day  
 Christmas Day  
 Boxing Day

The Civic Holiday will be recognized as the first Monday in the month of August.

16.02 **Compensation for Statutory Holidays**

When any of the above noted paid holidays fall on a full time employee's scheduled day off, the employee will receive a day's pay or another day off with pay at a time designated by the employee.

**ARTICLE 17 – VACATIONS**

17.01 **Annual Vacation With Pay – Full-Time Employees**

It is understood that employees may schedule vacation in periods of less than one (1) week subject to approval of management.

Each full time employee will be entitled to an annual vacation with pay (based upon the employee's current basic hourly rate as provided in Schedule A to this Collective Agreement) as follows:

- (a) An employee with less than one (1) years' service will be entitled to vacation at the rate of five-sixths (5/6) of a day per month of service which equates to a maximum of eighty four (84) hours.
- (b) On completion of one (1) year of service, an employee will be entitled to eight-four (84) hours of vacation per annum.
- (c) In the calendar year in which the employee's third (3rd) anniversary of employment falls, an employee will be allowed one hundred and twenty (120) hours vacation per annum.
- (d) In the calendar year in which the employee's eighth (8th) anniversary of employment falls, an employee will be allowed one hundred and sixty-eight (168) hours vacation per annum.
- (e) In the calendar year in which the employee's fifteenth (15th) anniversary of employment falls, an employee will be allowed two hundred and four (204) hours vacation per annum.
- (f) In the calendar year in which the employee's twentieth (20th) anniversary of employment falls, an employee will be allowed two hundred and forty (240) hours vacation per annum.

#### 17.02 **Annual Vacation With Pay – Part-Time Employees**

Part-time employees will be entitled to unpaid time off for vacation on the same basis as full-time employees and will be entitled to vacation pay at a rate of two (2) percent or the minimum of employment standards (whichever is greater) for each week of vacation entitlement. Entitlement will be based on years of service as calculated pursuant to Article 11.01.

#### 17.03 **Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, he/she will be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time.

#### 17.04 **Vacation Pay on Termination**

An employee leaving the employ of the Employer will receive his/her applicable vacation pay for the vacation year prorated to length of service.

#### 17.05 **Vacation Schedules**

Employees shall submit their vacation preferences to the Employer by February 8 of each year. The Employer shall post the approved vacation schedule, on or before April 4 of the same year.

In the event of a vacation scheduling conflict between the employees, preference will be granted on a seniority basis.

Vacation requests submitted after February 8, shall be determined by the Employer on a first come first serve basis and decisions on these requests shall be provided in a timely manner.

Vacation entitlements may be taken in whole or in part at any time of the year as defined in Article 1.04

17.06 **Vacation Preferences**

Vacation preferences will be in strict order of seniority, provided only that the Employer must be able to retain an adequate and competent staff to meet the normal requirements of the Employer.

17.07 **Unbroken Vacation Period**

An employee will be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

17.08 **Illness During Vacation**

Sick leave may be substituted for vacation where the employee can establish that an illness, for which a Doctor's certificate can be provided, or accident occurred while on vacation, and the illness is consistent with Article 18.03.

17.09 **Overtime Vacation Rate**

No employee will be required to work during his/her scheduled vacation period. However, should an employee agree to work when requested during his/her scheduled vacation, he/she will be paid at two and one half times their regular rate of pay and no deduction will be made from the employee's vacation bank for any day during their scheduled vacation on which they work.

After exhausting all other attempts to fill vacant shifts, prior to down staffing, the employer agrees to offer shifts to employees on vacation.

Employees shall notify the Employer if they do not want to be contacted during their scheduled vacation and the Employer agrees to not contact them during their vacation. Employees may opt back in to being available once a year by notifying the Employer during the month of January of any given year.

17.10 **Vacation Carry Over**

An employee who so wishes will be allowed to carry forty-eight (48) hours of vacation entitlement over into the subsequent vacation year.

Within sixty (60) days of the end of the calendar year, the County will notify in writing those employees who have a balance of vacation entitlement over forty-eight (48) hours advising them to provide the County with a schedule on when those hours will be used in the current calendar year. Should the employee fail to provide the County with an acceptable schedule, the County will schedule sufficient vacation hours so as to use up vacation credits in the year earned, so as not to allow any vacation credits to be carried forward over and above the forty-eight (48) hours allowable as per above.

## 17.11

**Pre-Paid Leave Plan**

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee. It is agreed that employees shall not use their pre-paid plan immediately preceding retirement and an employee must return for an equivalent period of time prior to their retirement as the length of time of their leave. Should the approval of such leave result in the requirement to recertify in order to return to regular duties, it will be the responsibility of the employee to cover all associated costs. In addition, the plan shall be subject to the following terms and conditions:

- 1) 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.
- 2) 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).
- 3) The number of employees that may be absent at any one (1) time shall be determined between the Union and the Employer. The year for purposes of the program shall be September 1<sup>st</sup> of one year to August 31<sup>st</sup> the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Employer.
- 4) Where there are more applications than spaces allotted, seniority shall govern.
- 5) During the four (4) years of salary deferral, twenty (20) percent 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.

- 6) 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.
- 7) The Employer will continue to pay its share of the contributions of the subsidized employee benefits 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 OMERS 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.
- 8) 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.
- 9) 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.
- 10) The Employer will endeavour to find a 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.
- 11) The employee will be reinstated to his/her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- 12) 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.

## **ARTICLE 18 - SICK LEAVE PROVISIONS – PART TIME EXEMPT**

### **18.01 Sick Leave Defined**

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under the examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the WSIB.

### **18.02 Amount of Sick Leave**

Employees will be entitled to ninety six (96) hours paid sick leave at one hundred (100) percent of their current wages per year, and unused hours may be carried into the following year for a maximum of one hundred and ninety two (192) hours in a given calendar year.

It is understood that the employees may utilize sick leave for attendance at medical appointments.

### **18.03 Weekly Indemnity and Long Term Disability**

Full-time employees will be provided with insurance coverage that includes weekly indemnity for up to seventeen (17) weeks at 66<sup>2/3</sup>% of the employee's weekly earnings, to a maximum of \$1250 per week to take effect on the 1st day after an accident or admission to a hospital, or the 8th day of sickness. Long Term Disability Insurance will be provided with "own occupation" classification for a period of two years at which point, the classification changes to "any occupation". Long Term Disability to take effect after the 17<sup>th</sup> week until age 65, subject to the underwriting policies and issue guidelines. The benefit amount is equal to 66<sup>2/3</sup>% of the employee's monthly earnings to a maximum of \$5000 per month. The premiums for the weekly indemnity and the Long-Term Disability Insurance will be one hundred (100) percent paid for by the Employer.

**18.04 Proof of Illness**

An employee may be required to produce a certificate from a qualified medical practitioner for any illness, certifying that such employee is unable to carry out his/her duties due to illness. When an employee is required to produce such a certificate for any illness at the request of the Employer, the Employer shall reimburse the employee for the cost of such a certification upon presentation of a receipt.

**18.05 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence etc., he/she will not receive sick leave credit for the period of such absence, but will retain his/her cumulative credit, if any, existing at the time of such leave or layoff.

**18.06 Illness in the Family**

Where no one at home other than the full time employee can provide for the needs during illness of an immediate member of his/her family, an employee will be entitled, after notifying his/her Employer, to use a maximum of one (1) accumulated sick leave day per illness to care for the member of the family who is ill.

**18.07 Sick Leave Records**

The Employer will provide the employee their current unused sick leave credits on their regular bi-weekly paystub.

**18.08 Notification of Illness or Injury**

When an employee is unable to come in to work, due to illness his/her Management shall be notified within four (4) hours of his/her normal starting time or as soon as possible.

In addition, if the employee cannot notify as to when he/she will be returning to work, he/she will inform the administration during normal business hours or as soon as possible.

**18.09 Short-term Disability Top Up**

When an employee makes a claim for short-term disability, the employee may request, in writing, that the Employer continue to pay the employee their full pay drawing top up from their vacation, float, or overtime banks provided that available credits are available and providing that the minimum ESA vacation period has been used or maintained for an actual vacation period.

The employee shall deposit with the Employer, while on short-term disability, any amount received from the benefit carrier to reimburse for salary continuance. Payments may also be made directly to the Employer. For clarity, it is understood that short-term disability payments are less than an employee's full pay and their regular pay is being topped up by these credits.

If payments are received directly by the employee and signed over to the Employer, appropriate income tax related documentation will be provided with T4s to indicate that the monies were not received by the employee and thus are not taxable.

Once an employee reaches the period of long-term disability, they will no longer be paid directly through the County payroll, but will receive payments directly from the benefit carrier.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **19.01 For Union Business**

Grievances may be dealt with at the place of employment. Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, they will suffer no loss of pay for the time so spent.

### **19.02 Union Conventions**

Leave of absence with pay and without loss of seniority will be granted upon request to the Employer, to any two (2) employees elected or appointed to represent the Union at Union conventions or seminars; such number not to exceed two (2) employees at any one time, with a maximum of fifteen (15) person shifts per year, and ten (10) shifts written notice to be given to the Chief Administrative Officer or designate of such intended leave.

### **19.03 Bereavement Leave**

An employee will be granted five (5) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of the death of a parent, mother-in-law, father-in-law, child or current spouse.

An employee will be granted three (3) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of the death of a brother, brother-in-law, sister, sister-in-law, grandparent, spouses' grandparent, grandchild, spouses' grandchild, son-in-law, daughter-in-law or current active regular full time working partner of six months or greater.

An employee will be granted one (1) regularly scheduled work days' leave without loss of salary or wages in the case of the death of an aunt, uncle, niece or nephew.

An employee shall be granted one (1) day without loss of salary or wages to act as a pallbearer.

For purposes of dealing with special circumstances such as spring internments, one (1) day of the eligible bereavement leave period may be reserved for later use if requested and approved in writing by the employee's supervisor.

Employees shall be allowed to request up to the appropriate number of bereavement leave days as outlined above under the following guidelines:

- a) The bereavement leave begins the day following the day of death;
- b) At the time of death, any scheduled shifts the employee has may be requested by the employee as bereavement leave providing that the requested day(s) fall within a fourteen (14) calendar day window from the day of the death.

#### 19.04 **Jury or Court Witness Duty**

The Employer shall pay an employee their regular weekly earnings while absent from work due to jury or court witness duty. The Employee will present proof of service and will reimburse the Employer for any payment provided through the legal system in conjunction to the service provided. The Employee will not be required to reimburse the County for monies received related to out of pocket expenses such as mileage and meals costs.

If an employee is attending court witness duty as a result of their work as a paramedic for the County of Haliburton, there will be no loss of regular remuneration for scheduled shift(s) and an employee will be paid at the appropriate rate of pay for all hours worked outside of the normal schedule to attend court duty.

The employee will present proof of service and will reimburse the Employer for any payment provided through the legal system in conjunction to the service provided.

#### 19.05 **PREGNANCY/PARENTAL/ADOPTION LEAVE**

##### **Protection During Maternity/Parental Leave**

No employee will be laid off or otherwise adversely affected in her employment due to pregnancy. The Employer will not deny the pregnant

employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee will be accommodated with suitable alternative tasks provided she is capable of performing the work and it otherwise entitled thereto by virtue of seniority.

Where there is uncertainty around the safety of specific job requirements, the employee may be asked to have her physician complete a physical abilities questionnaire based on the job description to ensure that she is not performing tasks which may be hazardous to her health or that of the unborn child.

19.06 **Length of Maternity Leave/Parental Leave**

The length of the maternity leave shall be in accordance with the Employment Standards Act.

19.07 **Seniority Status During Maternity Leave/Parental Leave/Adoption Leave**

While on any of the legislated leave periods an employee will retain full employment status and rights and will accumulate all benefits and seniority under this Collective Agreement.

For a part time employee, seniority credits will be based on the average of their hours worked during the previous three years of service. If less than 3 years of service, hours will be prorated accordingly.

**Employer Payment of Employee Benefits During Maternity Leave/Parental Leave (Part Time Exempt)**

During the period of maternity leave, the Employer will continue to pay benefits in accordance with Article 21 for full-time permanent employees.

**Procedure Upon Return From Maternity Leave/Parental Leave/Adoption Leave**

When an employee decides to return to work, following maternity, parental or adoption leave, he/she will provide the Employer with at least two weeks' written notice. On return from leave, the employee will be placed in his/her former position. If the former position no longer exists, he/she will be placed in a position of comparable rank and value with no reduction in hourly rate.

19.08 **Maternity and Parental/Adoption Supplemental Unemployment Benefit (SUB)**

An employee on Maternity Leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to

Section 30 of the *Unemployment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit upon approval of such by the Unemployment Insurance Commission. That benefit will be equivalent to the difference between *seventy-five (75%)* of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week unemployment insurance waiting period. Receipt by the Employer of the employee's unemployment insurance cheque stub as proof that she is in receipt of unemployment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

An employee on Parental/Adoption Leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the *Unemployment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit upon approval of such by the Unemployment Insurance Commission. That benefit will be equivalent to the difference between *seventy-five (75%)* of his/her regular weekly earnings and the sum of his/her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week unemployment insurance waiting period. Receipt by the Employer of the employee's unemployment insurance cheque stub as proof that he/she is in receipt of unemployment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

#### 19.09 **Procedure Upon Return From Maternity Leave**

When an employee decides to return to work, after maternity leave, she will provide the Employer with at least two weeks' notice. On return from maternity leave, the employee will be placed at least in her former position. If the former position no longer exists, she will be placed in a position in her department of equal rank and value at the same rate of pay.

#### 19.10 **Parental Leave**

The employee will inform the Employer at least a month before the anticipated leave of absence start date, which may be before and/or after the birth. On request, the employee shall supply a medical report confirming that his/her spouse is pregnant and indicating the anticipated date of delivery. The employee will provide the Employer with an estimated return date prior to the start of their leave. The employee will confirm their return date no less than two weeks prior to the end of their leave.

**19.11 Adoption Leave**

The employee will inform the Employer at least a month before the desired leave of absence.

**19.12 Training Leave**

An employee will be entitled to leave of absence with pay and without loss of seniority and benefits to attend any training or testing which might be required in order to maintain, re-certify and/or upgrade his/her employment qualifications. The Employer shall offer training by seniority. The Employer shall make every effort to schedule training on a regular work day and the employee shall be paid a minimum of twelve (12) hours. If travel is required, travel time shall be considered as part of the twelve (12) hours. If it is not possible to schedule training on a regular work day, the Employer shall select an alternate date(s). The employee shall be paid a minimum of eight (8) hours for training at the appropriate rate of pay.

**19.13 General Leave**

The Employer will grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval will not be withheld unjustly. For all leaves provided in Articles 19.13 to 19.18 inclusive, the employee on leave shall provide two (2) weeks' notice of their return. In addition, should the approval of a requested leave result in the requirement to recertify in order to return to regular duties, it will be the responsibility of the employee to pay for all associated costs.

The Parties agree that at the cessation of said leave of absence the employee returns to their former assignment including the work location and shift schedule which they held immediately prior to the leave. If the leave results in a temporary transfer within the bargaining unit, the Parties agree that at the cessation of the temporary transfer, all affected employees return to their former assignment including the work location and shift schedule which they held immediately prior to the transfer. In addition, for all leaves provided, it is agreed that while an employee is on a leave, they are not able to work for the County of Haliburton.

**19.14 Leave of Absence for Public Office**

The County recognizes the right of an employee to participate in public affairs. On written request, the Employer shall grant a leave of absence without pay so that the employee may be a candidate in a federal or provincial election.

An employee elected to public office shall be allowed a leave of absence for one term of office.

19.15      **Leave of Absence for Personal Reasons**

The County may grant a leave of absence for personal reasons as per the provisions in the Employment Standards Act.

19.16      **Educational Leave**

The County may grant a leave of absence for up to one (1) year for employees who wish to further their education in a discipline related to their employment provided the course of study is of benefit to the County and/or the employee. Such leave will be considered provided sufficient staff resources are available to cover the regular duties of the employee requesting the education leave.

19.17      **External Employment**

A leave of absence not exceeding 18 weeks shall be granted to employees for purposes of working for another employer. In the case of a municipality located in the County of Haliburton or due to secondment to the Federal or Provincial Government, said leave shall be a maximum of one (1) year.

19.18      **Quarantine**

Time lost by an employee as a result of being quarantined by a certified medical officer of health because of a job-related incident, or as a result of any public health agency mandate, shall be treated as a leave of absence with pay for the duration of the quarantine.

**ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

20.01      **Pay Days**

The Employer will pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement for all employees. On each payday, employees will have their wages deposited to their respective bank account.

20.02      **Pay During Temporary Transfers**

When an employee is temporarily assigned to or performs the principal duties of a higher paying position for three (3) hours per day or more, they will receive the rate for the job during such temporary period for each hour worked at the higher paying position, except in cases of an employee trainee. When an employee is assigned to a position paying a lower rate, their rate will not be reduced.

When an employee is required to perform the principal duties of management personnel and is responsible for ensuring safety of the operation proper working procedures and regular reporting of progress, the employee will receive the rate of pay for the position.

20.03 **Educational Allowance**

The Employer will pay the full cost of any course of instruction required by the Employer for an employee to maintain current levels of training, re-certify, or become better qualified to perform his/her job.

20.04 **Pay Notification**

All pay notification will be sent electronically to the email address of the employee's choice.

20.05 **Clothing Allowance**

Cost of regularly maintaining, repairing, replacing and cleaning of uniform issue will be the responsibility of the employer.

Staff will be eligible for new boots once per year. Staff must purchase their own boots which must be black, cover the ankle and have a clear CSA approval label with no additional visible branding. Staff will be provided with an allowance of \$225 for eligible boot purchase. A receipt must be provided. Should snowpants require replacement, staff will provide the item to management to review. Staff will be provided with an allowance of \$175.00 for eligible snowpants purchases. Snowpants must have no excessive visible branding and must be submitted to the Employer for striping prior to reimbursement. A receipt must be provided.

20.06 **Meal Break and Meal Allowance**

Two normal meal periods for day and night shifts will be allowed. The time frame for the meal breaks where possible are:

A period of three (3) hours starting two (2) hours from the start of the shift;

A period of three (3) hours ending two (2) hours before the end of the shift.

Compensation for the cost of a meal up to a maximum of fifteen (15) dollars, is only to be paid if the employee is working outside of the township of the base to which they have been assigned during a normal meal period as specified above or if an employee is required to work overtime in excess of

two (2) hours. Reimbursement for such claim shall be made in the same pay period.

Employees must use their fob to indicate they are making a meal claim.

20.07 It is understood that the Employer shall pay for any medicals for any license required to drive an ambulance.

## **ARTICLE 21 - WELFARE BENEFITS**

### **21.01 General Health Benefits – Full Time Only**

The Employer shall pay one hundred (100) percent of the premium costs for the listed benefits:

Basic Dental (80% coverage, current ODA rates, 9 month recall)

Major Restorative Dental (Employer/Employee co-pay 50%, current ODA rates, \$2,000 lifetime cap)

Vision Care (up to \$500.00 bi-annually)

Optometry Exams once per 24 month period

Semi-Private Hospital Room

Extended Health (80% for prescription drugs\*)

Including \$700 per calendar year for each of the following:

- Chiropractor
- Osteopath
- Podiatrist/Chiropodist
- Massage Therapist
- Naturopath
- Speech Therapist
- Physiotherapist
- Psychologist, Social Worker or Psychotherapist

\*Generic substitution unless physician override. Drugs must be available only by prescription in order to be eligible. Products available “over the counter” are not covered, even when prescribed by a physician.

EAP will apply to full time and part time employees

### **21.02 Personal Health Accounts – Full Time Only**

The Employer shall contribute one thousand one hundred (1100) dollars annually to each Employees Personal Health Account. These accounts will be administered by the Employer, on behalf of each employee, and may be used to fund the employee’s portion of dental and prescription costs or any other medical, dental or vision expense not covered by OHIP or through the

health insurance plans and which qualify as medical expense under the Canadian Income Tax Act.

At year end, employees may carry over unused funds to the subsequent year, so long as the accumulated total does not exceed two thousand two hundred (2200) dollars. Unused amounts that are not eligible for carry over will not be paid out as a taxable benefit, as the purpose of this account is to reimburse employees for incurred medical costs.

21.03 **Life and Accidental Death and Dismemberment - Full Time Only**

The Employer shall pay the premium costs to provide employees with Life Insurance and Accidental Death and Dismemberment Insurance, each at one (1) times annual salary.

21.04 **No Carrier Change without Approval – Full Time Only**

No carrier will be changed without prior approval of the Local Union on any plans.

21.05 **Retiree Benefit Coverage – Full Time Only**

For the four (4) year period following retirement, the benefit coverage is to be shared on a 50/50 cost basis with employees not permitted to opt out of the coverage for the four (4) year period.

Basic Dental (80% coverage, current ODA rates, 9 month recall)  
 Major Restorative Dental (Employer/Employee co-pay 50%, current ODA rates, \$2,000 lifetime cap)  
 Vision Care (up to \$500.00 bi-annually)  
 Optometry Exams once per 24 month period  
 Semi-Private Hospital Room  
 Extended Health (80% for prescription drugs\*)

Including \$700 per calendar year for each of the following:

- Chiropractor
- Osteopath
- Podiatrist/Chiropodist
- Massage Therapist
- Naturopath
- Speech Therapist
- Physiotherapist
- Psychologist, Social Worker, Psychotherapist

\*Generic substitution unless physician override. Drugs must be available only by prescription in order to be eligible. Products available “over the counter” are not covered, even when prescribed by a physician.

In the event that an employee is not participating in the benefit plan at the time of retirement, and where the carrier refuses to insure the employee, the employer will provide the employee with a health spending account of \$5000/year for the four (4) year period following retirement in lieu of the above coverage.

21.06 **Benefit Coverage during Disability Period – Full Time Only**

Employees shall be provided with health insurance coverage paid one hundred percent (100%) of the premium costs paid by the Employer for an employee who is receiving payment while on Short Term/Long Term Disability for a period of twenty-four (24) months.

Basic Dental (80% coverage, current ODA rates, 9 month recall)

Major Restorative Dental (Employer/Employee co-pay 50%, current ODA rates, \$2,000 lifetime cap)

Vision Care (up to \$500.00 bi-annually)

Optometry Exams once per 24 month period

Semi-Private Hospital Room

Extended Health (80% for prescription drugs\*)

Including \$700 per calendar year for each of the following:

- Chiropractor
- Osteopath
- Podiatrist/Chiropodist
- Massage Therapist
- Naturopath
- Speech Therapist
- Physiotherapist
- Psychologist, Social Worker or Psychotherapist

\*Generic substitution unless physician override. Drugs must be available only by prescription in order to be eligible. Products available “over the counter” are not covered, even when prescribed by a physician.

21.07 **Benefits in Lieu – Part time only**

- a) A part-time employee shall receive in lieu of all fringe benefits (being those benefits, paid to an employee, paid in whole or in part by the Employer, as part of direct compensation or otherwise, including statutory holiday pay and Ontario Municipal Employees Retirement System (OMERS) contributions), save and except salary, vacation pay, call back pay, reporting pay, uniform and safety footwear allowance, meal allowance, bereavement leave and jury or court witness duty an amount equal to fifteen (15) percent of his/her regular straight time hourly rate for all straight time hours paid.

- b) Notwithstanding part (a) above, a part-time employee who is enrolled in the OMERS pension plan shall receive nine (9) percent in lieu of fringe benefits.

## 21.08 **OMERS**

The County of Haliburton participates in the Ontario Municipal Employee's Retirement System Plan by matching employee pension contributions.

All permanent full-time employees are required to enrol in OMERS immediately upon hire or re-classification as a permanent full-time employee.

There is no means of opting out of the plan other than through permanent employment termination.

A part-time employee may elect to enrol in OMERS.

It is the part time employee's choice as to whether or not to enrol, but once enrolled there is no means of opting out of the plan other than through employment termination. Should the part-time employee opt not to participate in the OMERS plan, they will be required to sign an eligibility waiver indicating that they have declined the opportunity, but this in no way precludes them from opting in at a later date.

## **ARTICLE 22 - SAFETY AND HEALTH**

### 22.01 **Cooperation on Safety**

The Union and the Employer will cooperate in continuing and perfecting regulations, which will afford adequate protection to employees engaged in hazardous work.

### 22.02 **Pay for Injured Employees**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury will receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

### 22.03 **Transportation of Accident Victim**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident will be at the expense of the Employer.

#### 22.04 **Health and Safety Committee**

For the purpose of the Health and Safety Committee, one representative and one alternate representative will be selected by the Union to sit on the County Joint Health and Safety Committee.

The representative or alternate will meet with the Joint Health and Safety Committee at least twice annually or at the request of either representative for a specific purpose. The Employer will prepare and distribute minutes of the meetings.

The workplace representative or alternate will consider, monitor, inspect and review existing health and safety conditions and practices with a view to maintaining or improving them, and will investigate incidents or concerns that involve the health and safety of employees.

All employees will cooperate in the observance and enforcement of health and safety regulations.

#### 22.05 **WSIB Top Up – Full-time Only**

When a full-time employee makes a claim for WSIB, the employee may request, in writing that the Employer continue to pay the employee their full pay drawing top up from their various banks in the following order:

1. Bank time as per Article 15.04, 2. Float, 3. Vacation and 4. Sick provided that available credits are available and providing that the minimum ESA vacation period has been used or maintained for an actual vacation period.

The employee shall deposit with the Employer, while on WSIB, any amount received from the benefit carrier to reimburse for salary continuance. Payments may also be made directly to the Employer. For clarity, it is understood that WSIB payments are less than an employee's full pay and their regular pay is being topped up by these credits.

If payments are received directly by the employee and signed over to the Employer, appropriate income tax related documentation will be provided with T4s to indicate that the monies were not received by the employee and thus are not taxable.

#### 22.06 **Return to Work and Accommodations**

Dependent on a variety of factors including, but not limited to, a physical abilities assessment, availability of suitable work and employee skill sets, there may be opportunities to provide modified light duties to injured workers to ease the transition from being totally disabled to being deemed fit for full return to work with regular duties.

Should the employer be able to accommodate a worker in this manner, the Union agrees that they will be supportive of and cooperate with the accommodation process, recognizing that tasks assigned may not be specific work of the bargaining unit or even department from which the employee originates.

Should physical or other accessibility concerns be a factor in this return to work process, the Employer will ensure that required provisions are made for a suitable accessible work area.

The Employer agrees that this provision will be implemented in consideration of all required legislation, including but not limited to, the *Ontario Human Rights Code* and the *Occupational Health and Safety Act*.

## **ARTICLE 23 - ALLOWANCES**

### **23.01 Transportation Allowances**

An employee required to report to work at a location other than his/her normal regular work location (station) will be paid a mileage allowance at a rate consistent with the County policy, for the distance between the employee's normal work location and the location traveled to. Such allowance will be paid both ways.

## **ARTICLE 24 - GENERAL CONDITIONS**

### **24.01 Proper Accommodation**

Proper accommodation will be provided at each ambulance unit base for employees to have their meals and change their clothes. Lockers will be provided for all employees.

### **24.02 Bulletin Boards**

The Employer will provide a bulletin board of suitable size at all work locations, so that all employees will have access to it and upon which the Union will have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **24.03 Tools and Equipment**

The Employer will supply all tools and equipment as required.

24.04 **Copies of Collective Agreement**

The Union and the Employer desire all employees to be familiar with the provisions of this Collective Agreement and their rights and duties under it. For this reason the Employer will email this Collective Agreement within sixty (60) days of signing to all employees' County email addresses. A copy of the Collective Agreement will be made available if requested by the employee.

24.05 **Changes in Classification within Bargaining Unit**

The Employer will prepare a new job description whenever a job is created or whenever the duties of a job change. The Employer shall provide said information to the Union prior to the change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay will be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute will be submitted to the grievance process. The new rate will become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

**ARTICLE 25 – GENERAL**

25.01 **Plural or Feminine Terms May Apply**

Wherever the singular or masculine is used in this Collective Agreement, it will be considered as if the plural or feminine has been used where the context of the party or parties hereto so required.

25.02 **Personnel Records**

The personnel records of an employee, or former employee, will not be shared in any manner with any other employer or agency, without the prior consent of the employee concerned.

25.03 **Definition of Appropriate Rate of Pay**

The "appropriate rate of pay" as defined in this collective agreement shall mean the rate of pay the employee is paid based on the provisions and entitlements inherent in the Collective Agreement for those hours. For example, and not limiting the foregoing, if an employee is under their "normal" hours of work as defined in Article 14 he/she shall be paid at straight time. If an employee is under their "overtime" hours of work as defined in Article 15 he/she shall be paid at the appropriate overtime rate.

## **ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES**

### **26.01 Technological Change - Definition**

In this Article "technological change" means any change in:

- (a) The introduction of equipment, material or processes different in nature, type or quantity from that previously utilized.
- (b) In work methods, organization, operations or processes affecting one or more employees;
- (c) In the location at which the work, undertaking or business operates;
- (d) In the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.

### **26.02 Technological Change - Adverse Effects to be Eliminated**

In carrying out technological changes, the Employer agrees to eliminate injustices to or adverse effects on employees or any denial of their contractual or legal rights which might result from such changes.

### **26.03 Technological Change - Advance Notice**

When the Employer is considering the introduction of technological change:

- (a) The Employer agrees to notify the Union as far as possible in advance of his/her intentions and to update the information provided as new developments arise and modifications are made.
- (b) The foregoing notwithstanding, the Employer shall provide to the Union in writing, at least one hundred and twenty (120) days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

### **26.04 Technological Change - Data to be Provided**

The notice shall contain pertinent data, including:

- (a) The nature of the change;
- (b) The date on which the Employer proposes to effect the change;
- (c) The approximate number, type and location of employees likely to be affected by the change;
- (d) The effects the change may be expected to have on employees' working conditions and terms of employment;

26.05 **Technological Change - Consultation**

Technological change shall be introduced only after the Union and the Employer have reached agreement through collective bargaining regarding the measures to protect the employees from any adverse effects.

26.06 **Technological Change – Arbitration**

If the Employer and the Union fail to agree upon such measures, the matter shall be referred to the Grievance and Arbitration Procedure for the purpose of determining such matters. The technological change shall not be introduced by the Employer until such determination is made.

26.07 **Technological Change - Guaranteed Employment**

No regular employee shall be dismissed or have his/her regular hours reduced by the Employer because of a technological change.

26.08 **Technological Change - Income Protection**

An employee whose job is changed or who is displaced from his/her job by virtue of technological change will suffer no reduction in normal earnings.

26.09 **Technological Change - Transfer Arrangements**

An employee who is rendered redundant or displaced from his/her job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform. If there is no vacancy, he/she shall have the right to displace employees with less seniority, provided he/she is able to perform the job.

26.10 **Technological Change - Training Benefits**

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Employer be given a period of time as required and not to exceed one year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction or no increase in pay upon being reclassified in the new position.

26.11 **Technological Change - Additional Training**

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one year, the additional training time shall be provided unless the Employer can prove it is economically prohibitive.

26.12 **Technological Change - Training Period**

The training provided for in this Article shall be given during the hours of work whenever possible. Any time devoted to training due to technological change shall be considered as time worked.

26.13 **Technological Change - No New Employees**

No additional employees shall be hired by the Employer until employees affected by the change, or employees on layoff, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

26.14 **Technological Change - New Classifications**

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Employer mutually agree to exclude them.

If the parties are unable to agree on the classification and/or rate of pay for the job in question the issue shall be resolved in accordance with Article 24.05 - Changes in Classification.

26.15 **Technological Change - No Individual Work Measurement**

It is recognized that volume measurement may be necessary to obtain an objective evaluation of the level of production of a group, a section or an office. However, there shall be no individual work measurement.

**ARTICLE 27 - TERM OF COLLECTIVE AGREEMENT**

27.01 **Terms of Collective Agreement**

This Collective Agreement will be binding and will remain in effect from January 1<sup>st</sup>, 2023 to December 31<sup>st</sup>, 2026 and will continue from year to year thereafter unless either party notifies the other in writing within the ninety (90) days next preceding the expiry date that it desires to amend or terminate this Collective Agreement.

27.02 **Notification to Negotiate New Collective Agreement**

In the event of such notification being given as to amendment of the Collective Agreement, negotiations between the parties will begin within thirty (30) days or as mutually agreed to following such notification.

27.03 **Essential Services Agreement**

The Union agrees on behalf of itself and each employee in the bargaining unit, that the Essential Services Agreement appended hereto as Schedule B, shall extend beyond the expiry date of the collective agreement, and shall remain in force and effect until a subsequent Collective Agreement has been negotiated. During the negotiations of the subsequent Collective Agreement, the need for further extensions of the Essential Services Agreement shall be evaluated.

27.04 **Changes in Collective Agreement**

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the existence of the Collective Agreement.

27.05 **Retroactive Pay for Terminated Employees**

An employee who has served his/her employment between the termination date of this agreement and the effective date of the new agreement will receive the full retroactivity of any increase in wages, salaries or other prerequisites.

Dated this 24th day of October, 2023.

**For the Employer**

E.A. Danielsen  
E.A. Danielsen (Oct 24, 2023 15:49 EDT)

Mike Rutter  
Mike Rutter (Oct 26, 2023 14:42 EDT)

Tim waita

[Signature]

Lauren Bacik-Zanetti  
Lauren Bacik-Zanetti (Nov 2, 2023 13:40 EDT)

\_\_\_\_\_

**For the Union**

[Signature]

Jeff Ryan  
Jeff Ryan (Oct 17, 2023 09:54 EDT)

Adam Payne  
Adam Payne (Oct 17, 2023 10:04 EDT)

Carla Hill  
Carla Hill (Oct 17, 2023 13:36 EDT)

Jennifer Button  
Jennifer Button (Oct 18, 2023 07:41 EDT)

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**SCHEDULE 'A'**

<b>Classification</b>	<b>Pay Period 1, 2022</b>	<b>Pay Period 1, 2023 3%</b>	<b>Pay Period 1, 2024 3%</b>	<b>Pay Period 1, 2025 3%</b>	<b>Pay Period 1, 2026 4%</b>
Primary Care Paramedics	\$42.07	\$43.33	\$44.63	\$45.97	\$47.81
Duty Officer	\$43.71	\$45.02	\$46.37	\$47.76	\$49.67

**SCHEDULE 'B'****Essential Services Agreement****Between****Canadian Union of Public Employees  
and its' Local 4435  
(Hereinafter referred to as the Union)****and****Corporation of the County of Haliburton  
(Hereinafter referred to as the County)**

Whereas, it is the obligation of the parties to negotiate an essential service agreement pursuant to the Ambulance Services Collective Bargaining Act; 2001, and

Whereas, the parties are interested in fulfilling their obligations under the Act and in insuring that ambulance services are maintained in the County in the event of a bargaining impasse; and

Therefore, the parties agree as follows:

1. For the purpose of this agreement, "bargaining impasse", means the point in time at which either party notifies the other party in writing that it wishes to discontinue bargaining.
2. In the event of a bargaining impasse, the parties agree to maintain normal ambulance services, both essential and non-essential.
3. In the event of a bargaining impasse, the number of paramedics required to provide normal ambulance services both essential and non-essential shall be the same number which was required to provide ambulance services prior to the bargaining impasse.
4. The terms and conditions of employment of the paramedics in the bargaining unit and any rights, privileges or duties of the paramedics or the employer or trade union in relation to the paramedics continue in effect until a new collective agreement is made unless the County and the Union agree otherwise.
5. Where the parties reach impasse, the matters in dispute will be referred to arbitration for full and final resolution in accordance with Appendix "A" of this Agreement.
6. The parties agree that this Agreement will be incorporated into and form part of the Collective Agreement between the parties.

Dated this 24th day of October, 2023.

**For the Employer**

E.A. Danielsen  
E.A. Danielsen (Oct 24, 2023 15:49 EDT)

Mike Rutter  
Mike Rutter (Oct 26, 2023 14:42 EDT)

Tim wait

[Signature]

Lauren Bacik-Zanetti  
Lauren Bacik-Zanetti (Nov 2, 2023 13:40 EDT)

\_\_\_\_\_

**For the Union**

[Signature]

Jeff Ryan  
Jeff Ryan (Oct 17, 2023 09:54 EDT)

Adam Payne  
Adam Payne (Oct 17, 2023 10:04 EDT)

Carla Hill  
Carla Hill (Oct 17, 2023 13:36 EDT)

Jennifer Button  
Jennifer Button (Oct 18, 2023 07:41 EDT)

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**APPENDIX A**

1. Where either party, in accordance with this Agreement, notifies the other party that it wishes to discontinue bargaining, the parties shall appoint to a board of arbitration a member who has agreed to act.

Such appointment shall be made within 30 to 60 days, but no later than 60 days from the date on which notice was given under this clause.

Prior to the appointment of a member or members mentioned in this clause, the parties will meet and make a good faith effort to resolve the matters in dispute. By agreement, the parties may request that the Minister of Labour appoint a conciliation officer/mediator in order to affect a settlement.

2. Where a party fails to appoint a member of a board of arbitration within the time mentioned above, either party may request in writing that, the Minister of Labour appoint such member.
3. Where the two members appointed by or on behalf of the parties fail within ten days after the appointment of the second of them to agree upon the third member, the third member shall be chosen by lot from amongst the list of members of the Ontario Labour-Management Arbitrators Association.
4. If a person ceases to be a member of a board of arbitration by reason of resignation, death or otherwise before it has completed its work, the party whose point of view was represented by such person shall appoint a member in his or her place. If such person is the chair, the other members of the Board of Arbitration will select a new person in accordance with this Agreement.
5. The board of arbitration shall hold the first hearing within 90 days after the last member of the board is appointed.
6. The chair and the other members of a board of arbitration established under this Agreement have, respectively, all the powers of a chair and the members of a board of arbitration under the *Labour Relations Act, 1995 RSO 1990, C.H.14, s. 6(19)' 2000, c.38, s.39(5)*.
7. Where, during the bargaining under this Act or during the proceedings before the board of arbitration, the parties have agreed upon some matters to be included in the collective agreement and have notified the board in writing of the matters agreed upon, the decision of the board shall be confined to the matters not agreed upon by the parties and to such other matters that appear to the board necessary to be decided to conclude a collective agreement between the parties.
8. If either of the parties fail to execute the document prepared by the board within a period of five days from the day of its submission by the board to them, the

document shall come into effect as though it had been executed by the parties and the document thereupon constitutes a collective agreement under the Labour Relations Act, 1995 RSO 1990, C. H.14, S.10 (7); 2000, c.38, s.39 (7).

9. Unless otherwise agreed by the parties, a collective agreement shall be for a term of 2 years from the day on which the previous collective agreement ceased to operate.
10. The board of arbitration shall remain seized of and may deal with all matters in dispute between the parties until a collective agreement is in effect between the parties.
11. The remuneration and expenses of the members of a board of arbitration shall be paid as follows:
  1. A party shall pay the remuneration and expenses of a member appointed by or on behalf of the party.
  2. Each party shall pay one-half of the chair's remuneration and expenses.

**LETTER OF UNDERSTANDING**

**Between**

**The Corporation of the County of Haliburton**

**“the Employer”**

**and**

**The Canadian Union of Public Employees  
And its Local 4435**

**“the Union”**

**RE: Job Sharing**

The parties agree to form an ad-hoc committee consisting of 3 members of the Union, including the President and three members of management, including the CAO.

The Committee will meet within sixty (60) days of the ratification to discuss the possibility and details around Job Share arrangement(s).

**Dated this 24th day of October, 2023**

**For the Employer**

E.A. Danielsen  
E.A. Danielsen (Oct 24, 2023 15:49 EDT)

Mike Rutter  
Mike Rutter (Oct 26, 2023 14:42 EDT)

Tim waste

[Signature]

Lauren Bacik-Zanetti  
Lauren Bacik-Zanetti (Nov 2, 2023 13:40 EDT)

**For the Union**

[Signature]

Jeff Ryan  
Jeff Ryan (Oct 17, 2023 09:54 EDT)

Adam Payne  
Adam Payne (Oct 17, 2023 10:04 EDT)

Carla Hill  
Carla Hill (Oct 17, 2023 13:36 EDT)

Jennifer Button  
Jennifer Button (Oct 18, 2023 07:41 EDT)

## LETTER OF UNDERSTANDING

**Between**

**The Corporation of the County of Haliburton**

**“the Employer”**

**and**

**The Canadian Union of Public Employees  
And its Local 4435**

**“the Union”**

**Re: Community Paramedic**

**WHEREAS** the Employer and the Union are parties to a collective agreement at all material times;

**AND WHEREAS** the Employer is in receipt of special funding to support a full-time Community Paramedic;

**AND WHEREAS** the parties made the temporary Community Paramedic position a regular position;

1. The parties acknowledge that the Community Paramedic position is externally funded and such funding could be reduced or eliminated. Notwithstanding article 13.01, it is further agreed that if the Employer eliminates the Community Paramedic position because of funding or for other reasons, a notice of layoff shall be issued to the incumbent employee in the Community Paramedic position. The rights of the employee in receipt of notice of layoff shall be in accordance with article 13.02 to 13.10 of the Collective Agreement.
2. Hours of work will be twelve (12) hour rotating shifts per Article 14 of the Collective Agreement. If the temporary funding for any CP position is revoked the hours of work for this position will revert to eight (8) hour shifts, Monday to Friday.
3. Overtime will be offered and paid as per the Collective Agreement.
4. The Community Paramedic shall be placed on the same wage grid as for the Primary Care Paramedic as outlined in the Collective Agreement. Where the successful candidate for the Community Paramedic position is a Duty Officer, he/she shall continue to be paid the Duty Officer rate provided he/she continues to perform the additional duties of the Duty Officer while in the Community Paramedic position.

- 5. If the Employer has the need to create another Community Paramedic position in the future, it will be posted and hired as per the Collective Agreement and this LOU between the parties and its terms and conditions.

Dated this 24th day of October, 2023

**For the Employer**

E.A. Danielson  
E.A. Danielson (Oct 24, 2023 15:49 EDT)

Mike Rutter  
Mike Rutter (Oct 26, 2023 14:42 EDT)

Tim Wata

[Signature]

Lauren Bacik-Zanetti  
Lauren Bacik-Zanetti (Nov 2, 2023 13:40 EDT)

**For the Union**

[Signature]

Jeff Ryan  
Jeff Ryan (Oct 17, 2023 09:54 EDT)

Adam Payne  
Adam Payne (Oct 17, 2023 10:04 EDT)

Carla Hill  
Carla Hill (Oct 17, 2023 13:36 EDT)

Jennifer Button  
Jennifer Button (Oct 18, 2023 07:41 EDT)

## LETTER OF UNDERSTANDING

**Between**

**The Corporation of the County of Haliburton**

**“the Employer”**

**and**

**The Canadian Union of Public Employees  
And its Local 4435**

**“the Union”**

**RE: Community Paramedic Program Temporary Funding – Program Enhancement**

**WHEREAS** the Employer and the Union are parties to a collective agreement at all material times;

**AND WHEREAS** the Employer is in receipt of special external funding to temporarily enhance the Community Paramedic Program;

**AND WHEREAS** the employer created three (3) temporary full time Community Paramedic positions in addition to the current full time regular Community Paramedic position,

**AND WHEREAS** the parties agree to implement the following Letter of Understanding regarding the temporary enhancement of the Community Paramedic Program;

1. Three (3) temporary full time Community Paramedic positions are on contract until March 31, 2026.
2. The three (3) temporary contracts are classified as full-time employees within the Collective Agreement during their contract.
3. The parties acknowledge that the Community Paramedic positions are externally funded and such funding could be reduced or eliminated by the funder. Notwithstanding article 13.01, it is further agreed that if the Employer eliminates the Community Paramedic position(s) because of funding or for other reasons, a notice of layoff shall be issued to the incumbent employee in the Community Paramedic position(s). The rights of the employees in receipt of the notice of layoff shall be in accordance with article 13.02 to 13.10 of the Collective Agreement.
4. Hours of work for all three (3) positions will be 12 hour rotating shifts as per article 14 of the Collective Agreement, while temporary external funding is provided.
5. Overtime will be offered and paid as per the Collective Agreement.

6. The Community Paramedic(s) shall be placed on the same wage grid as for the Primary Care Paramedic as outlined in the Collective Agreement. Where the Community Paramedic position is a Duty Officer, he/she shall continue to be paid the Duty Officer rate provided he/she continues to perform the additional duties of the Duty Officer while in the Community Paramedic position. If they are unable to perform the Duty Officer duties, they shall resign from their Duty Officer position for the duration of their Community Paramedic assignment. In this case, the Employer agrees to post the temporary Duty Officer position in accordance with the Collective Agreement.
7. Should there be a vacancy created after the appointment of the new Community Paramedic the employer agrees to post and fill the vacancy.
8. Permanent laterals between Community Paramedic Program and the frontline Paramedic positions will be offered to permanent full time employees.
9. Article 14.09 – Mutual Shift Changes – can only be done with other employees holding a Community Paramedic position or those who have opted into the Community Paramedic program and meet the requirements of the position.
10. The employer shall send the job posting via e-mail to the County e-mail addresses and post for a period of one (1) week for employees covered under the CA.
11. All positions will be offered as per Article 12.04.
12. Article 11.06 – Transfers and Seniority Outside the Bargaining Unit, will be followed for any union employee that moves into the non-union Community Paramedic Commander.
13. Employees will have the opportunity to opt in for shift coverage during PP1 and PP14. For greater clarity, shift coverage applies to providing backfill at regular time for CP vacation and bank days which were made in line with the employer's policies and the collective agreement.
14. Employees who opt in will be placed in order of seniority effective the pay period prior to the opt in window and will be contacted by the employer regarding shifts in rotation. Once a shift has been completed, staff will not be eligible for another shift until all other staff on the CP shift list have been offered a shift.
15. When PT accepts shifts in the CP program, the total number of hours will not reflect in the total hours on the Schedule and Call In List.
16. With a minimum of 2 weeks (14 calendar days) of notice, FT staff will be assigned to CP shifts based on their regular shift pattern and based on the availability of PT backfill for 911 service. With less than 2 weeks of notice, PT will be contacted for CP shifts first. If PT are unavailable, FT will be offered the choice of accepting the shift.

- 17. FT staff who refuse more than one (1) CP shift in a calendar year, such refusal shall occur within twenty-four (24) hours of being assigned the shift. (after opting in and being provided with a minimum of 2 week of notice of the shift) will be deemed to have opted out of the CP shift coverage and will be removed from the CP shift list until the next opt-in opportunity.
- 18. Newly hired staff will not be eligible for CP shifts until completion of the driving restrictions.
- 19. The parties agree to meet to discuss changes to this LOU when requested by either party.
- 20. Where there is any conflict between this Letter of Understanding and the Collective Agreement, this Letter of Understanding shall prevail.
- 21. The parties agree to append this document to the Collective Agreement.
- 22. This LOU will expire December 31, 2025 or when funding ceases, whichever comes first.

Dated this 24th day of October, 2023

**For the Employer**

E.A. Danielsen  
E.A. Danielsen (Oct 24, 2023 15:49 EDT)

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Mike Rutter  
Mike Rutter (Oct 26, 2023 14:42 EDT)

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Tim Waite

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Lauren Bacik-Zanetti  
Lauren Bacik-Zanetti (Nov 2, 2023 13:40 EDT)

**For the Union**

[Signature]

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Jeff Ryan  
Jeff Ryan (Oct 17, 2023 09:54 EDT)

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Adam Payne  
Adam Payne (Oct 17, 2023 10:04 EDT)

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Carla Hill  
Carla Hill (Oct 17, 2023 13:36 EDT)

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Jennifer Button  
Jennifer Button (Oct 18, 2023 07:41 EDT)