

COLLECTIVE AGREEMENT

BETWEEN

**ALGOMA DISTRICT SERVICES
ADMINISTRATION BOARD**

(hereinafter referred to as the "Employer" or "Board")
of the first part

-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3631**

(hereinafter referred to as the "Union")
of the second part

CUPE-SCFP / *Canadian Union of Public Employees*
Syndicat canadien de la fonction publique

TERM OF AGREEMENT: January 1, 2024 to December 31, 2027

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**THIS AGREEMENT made and entered into this
1st day of January 2024.**

BETWEEN:

ALGOMA DISTRICT SERVICES ADMINISTRATION BOARD

(hereinafter called the "Employer" or "Board")
OF THE FIRST PART

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 3631**

(hereinafter called the "Union")
OF THE SECOND PART.

ARTICLE 1 – PURPOSE

- 1.1 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its Employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all Employees who are subject to the provisions of this agreement, fulfilling of the objectives of the Board, to give service to the public in accordance with the governing legislation.

ARTICLE 2 – DEFINITIONS

- 2.1 Full-time Employee: is an employee who is primarily scheduled regular full-time hours of work as set out in the Hours of Work Article.
- 2.2 Part-time Employee: is an employee who is primarily scheduled less than full-time hours of work as set out in the Hours of Work Article.
- 2.3 Relief Part-time Employee: is an employee who has no regular rotation but is primarily scheduled based on assigned leave relief.
- 2.4 Casual Employee: is an employee who is not regularly scheduled and is available to work on a call-in basis.
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2.5 (a) **Temporary Position:** Temporary positions can be established to cover absences due to illness, vacations and various leaves of absence, or for a specific term or project. Temporary positions shall be for periods not exceeding twelve (12) months, unless mutually agreed by the Union and Employer to extend. Where it is known that such assignments will exceed a continuous period of fifty (50) working days, the posting provisions of Article 19 of this agreement shall apply.

(b) **Term Employee:** is an employee who is hired externally to replace another employee as per 2.5 (a) above that is not expected to run beyond one (1) year in duration. Term employees will not accrue seniority, as per Article 18 or have bumping rights, as per Article 21, at the end of the term position, but enjoy all other rights in the current collective agreement.

Should a Term Employee obtain a position that is not temporary and move directly into that position from a term position, their seniority shall be recognized from their date of hire to the term position as per Article 18.

If an extension to the term position is required beyond the one (1) year duration, the Union and Employer must mutually agree to the extension.

(c) **Temporary Bargaining Unit Student Position:** is an employee who is hired for a period of up to four (4) months (approximate maximum length of a summer job) with no accrual of seniority, bumping rights, or ability to post into internal positions. This position would not result in an existing bargaining unit position becoming redundant or a reduction in bargaining unit work.

2.6 **Contact Tenant:** a person required to live on-site in a Social Housing Unit and their duties are confined exclusively to the security of the tenants and the building.

2.7 **“On-site” availability for Building Custodians** with an on-site requirement is defined as being required to be immediately reachable and either on-site or off the premises and readily available to respond for work, with the exception of scheduled days off, in accordance with Article 22.4.

2.8 **“On-site” hours for Paramedics** is defined as being required to be physically located at a work site and able to respond from that location for work / calls.

ARTICLE 3 - RECOGNITION

- 3.1 The Employer recognizes the Canadian Union of Public Employees and its Local 3631 as the sole and exclusive bargaining agent for all of its Employees covered by Article 3.2.
- 3.2 This agreement shall apply to all Employees of the Employer save and except Supervisors, persons above the rank of Supervisor, Trainers, Co-ordinators, Administrators, Analysts, Advisors and Confidential Secretaries.
- 3.3 Persons excluded from the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, training, experimenting or in emergencies when regular Employees are not readily available.
- 3.4 All newly proposed positions, not excluded by Article 3.2, will be considered jointly by the Employer and the Union to determine if the position should be included or excluded from the scope of this agreement.
- 3.5 In the event that the Employer should consider the prospect of contracting out work which may come under the purview of this labour agreement, the Employer agrees to discuss with the Union its intention to do so prior to the implementation of any or such arrangement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes and acknowledges that the management of the Board's operation and the direction of the Employees are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Board to:
 - a) Maintain order and efficiency.
 - b) Hire, promote, demote, classify and suspend Employees and to discipline or discharge any Employee for just cause, provided that a claim by an Employee who has acquired seniority that the Employee has been demoted or improperly, classified, suspended, discharged or otherwise disciplined without just cause may be the subject matter of a grievance and dealt with as hereinafter provided.
 - c) Make, enforce and alter, from time to time, rules and regulations to be observed by the Employees, provided that when Employer policies, directives or guidelines are enacted, a copy shall be given to the Executive Committee, five (5) days prior to implementation wherever possible, and an opportunity given to them to make representations.
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- d) Determine the nature and kind of business conducted by the Board, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedule of work, the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Board except as specifically limited by the express provisions of this agreement.

4.2 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Board's rules or any of the provisions of this agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of any Employee, provided that nothing herein shall prevent an Employee going through the grievance procedure to determine whether or not such breach actually took place.

ARTICLE 5 - UNION MEMBERSHIP

5.1 All Employees, except those excluded by article 3.2, shall, as a condition of employment, become members of the Union according to the constitution and by-laws of the Union. All new Employees shall, as a condition of employment, become members of the Union within thirty (30) days of employment.

ARTICLE 6 - UNION DUES CHECK-OFF

6.1 For every Employee in the bargaining unit, deductions from normal regular earnings shall be made from every payroll and shall be forwarded to the Secretary-Treasurer of the Union monthly, accompanied by a list of names, addresses and phone numbers from whose wages the deductions have been made.

6.2 At the same time that Income Tax (T-4) slips are made available, the Employer shall supply to the Union, without charge, the amount of union dues paid by each member in the previous year.

6.3 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this article.



ARTICLE 7 - ORIENTATION

7.1 New Employees

- (a) It is recognized that good working relations depend in part on the Employee being aware of and understanding their rights and obligations under the collective agreement.
- (b) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union membership and payroll deduction of Union dues.
- (c) The Employer shall provide the Union with the names of newly hired employees at least seven (7) days prior to their commencement, confirming their position and their employment status.
- (d) A designated representative of the Union shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, and for a maximum of thirty (30) minutes, within two (2) weeks of the Employee's start date, for the purpose of acquainting the new employee with their responsibilities and obligations to the Employer and the Union.
- (e) At this time the employee will be provided with a copy of the Collective Agreement. The Employer shall be informed, in writing, of the name of the designated representative. The interview shall be conducted in a suitable place and at a suitable time, in the absence of the Employer. Where a Union representative is in another community, they will complete the orientation remotely, via telephone or videoconferencing and may use the Employer's resources, including phone, videoconferencing and internal mail system.
- (f) The designated representative of the Union will be provided with copies of the Collective Agreement for distribution to new employees.

ARTICLE 8 – COMMUNICATIONS

- 8.1 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Chief Administrative Officer, or designate, and the CUPE Local 3631 President, Recording Secretary and the CUPE National Representative. Correspondence relating to complaints and grievances shall be copied to the Chief Shop Stewards, President and CUPE National Representative.
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ARTICLE 9 - DISCRIMINATION/HARASSMENT

- 9.1 The Employer, with respect to employment or any term or condition of employment, discipline or discharge, agrees that it will not discriminate against an Employee as provided under the Human Rights Code (Ontario) or by reason of their membership or activity in the Union.
- 9.2 All rights and benefits conferred under this Collective Agreement to employees on the basis of a spousal relationship, shall, except where prohibited by legislation, be equally conferred to the employee's partner regardless of either partner's gender identity or sexual orientation.
- 9.3 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on Employees of the Board by any of its members or representatives and there will be no Union solicitation for membership and no meeting on Board premises except with the permission of the Employer. In the event that Employer's supplies, equipment and/or services are used for Union activity, the Union shall reimburse the Employer for the costs of such supplies, equipment or services used. Union activity shall be limited to a reasonable amount of time to deal with a particular issue. Employees will use every discretion in the amount of time used.
- 9.4 All Employees covered by this Agreement have a right to freedom from harassment in the workplace by their Employer or agent of the Employer or by another Employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome but does not include appropriate exercise of supervisory responsibilities, including but not limited to work assignment, training, performance appraisal and feedback, direction, instruction, counselling and discipline related to work performance.
- 9.5 Every Employee covered by this Collective Agreement has the right to be free from:
- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the Employee where the person making the solicitation or advance knows or ought reasonably know that it is unwelcome; or
 - (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the Employee.
 - (c) a sexual solicitation or advance where any person making the solicitation or advance knows or ought to reasonably know that it is unwelcome.
 - (d) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance, made by any person.
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- 9.6 Where, at any time either before the making of the complaint or the filing of a grievance under Article 13, the Employer establishes an investigation of the complaint, or the Employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or grievance under Article 13 shall be suspended until the Employee is given notice in writing of the results of the investigation.
- 9.7 Where a complaint under this Article is made against an Employee's supervisor, or any person with supervisory responsibilities at a higher level over the Employee, any oral complaint or written grievance which is expressed in Article 13 is to be presented to the Chief Administrative Officer, or their designate.
- 9.8 An Employee who makes a complaint under this Article may be accompanied and represented by a Union representative at the time for the discussion of the complaint, at each stage for the grievance procedure, and in the course of any investigation established by the Employer under any staff relations policy.

ARTICLE 10 - LABOUR/MANAGEMENT COMMITTEE

- 10.1 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations.

The parties agree to form a Labour Management Committee composed of up to two (2) representatives from the Union and up to two (2) representatives from Management. The parties further agree that the Employer and the Union shall each have the right to appoint one (1) additional person to act as resource persons when necessary. In addition to this one (1) additional person to act as a resource person, the Union and Management may choose to have additional Union or Management Employees attend Labour/Management Committee meetings where their input and information will facilitate this process. In addition, either party may request the presence of a member of Senior Management or the CUPE Staff Representative to assist the parties.

The Committee shall be used as a forum for consultation on changes in conditions of employment not governed by this agreement and on other matters of mutual interest. The parties agree that an agenda will be developed and exchanged at least one (1) week prior to such meeting. The Committee shall meet once every two (2) months or more frequently, with the consent of the parties. If a meeting is cancelled or postponed, it shall be rescheduled within thirty (30) calendar days. The parties agree that the draft minutes will be distributed fifteen (15) calendar days after the meeting for errors and omissions. At the next scheduled meeting, the parties will sign off on the final minutes and each party will receive a final copy of the minutes for their records.

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 agreement unless both parties agree.

- 10.2 In recognition of the importance of job descriptions, the Employer agrees to have a job description for each unionized job in the Board's policy and procedures manual. If changes are to occur to a specific job description, the Employees in that job shall be provided an opportunity to review the proposed changes prior to their implementation. The Employer agrees that any changes to the job descriptions will be finalized after collaboration/consultation with the Labour/Management Committee. Further, the Labour/Management Committee will meet at least annually to ensure that all job descriptions are current and complete.

ARTICLE 11 – UNION COMMITTEES

- 11.1 Any designated representative of the union bargaining or grievance committee, who is in the employ of the Employer, shall have the right to attend meetings mutually agreed upon held within working hours without loss of remuneration. It is understood that this provision applies also to the grievance and arbitration procedures including any Employees identified in Article 14.7.
- 11.2 The Joint Job Evaluation Committee shall meet at least once per calendar year to ensure it is meeting its mandate in accordance with its Terms of Reference.

ARTICLE 12 – BARGAINING COMMITTEE

- 12.1 A unit Bargaining Committee shall be elected/appointed and consist of not more than three (3) members of the bargaining unit. The Union will advise the Employer of the names of the committee members.
- 12.2 In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement and shall be held as conveniently as may be possible after such notice has been given that a meeting is desired.
- 12.3 The Employer shall make available to the Union, on request, information required by the Union, for those within the bargaining unit, such as job descriptions, positions in the bargaining unit, job classifications wage rates, pension and benefit plans required for collective bargaining purposes, except where the Employer pays one hundred (100) percent of the costs.

In addition, upon request for collective bargaining purposes, the Employer will provide the two most current audited financial statements and budget summaries.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.1 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance committee and Union Stewards. The Steward shall assist any Employee which the Steward represents in preparing and presenting their grievance in accordance with the grievance procedure.
- 13.2 A Grievance Committee shall be elected/appointed and consist of not more than three (3) members of the bargaining unit. The Union will advise the Employer of the names of the committee members.
- 13.3 It is agreed that the grievance procedure will as far as practical, be carried on during working hours but at a time and place agreeable to both parties and scheduled, so as to reduce loss of services to a minimum.
- 13.4 If it is necessary for a Steward or other Employee to take time during working hours in connection with a grievance, the Employee must receive permission from their Supervisor to use time which will least interfere with the work. Notwithstanding Article 13.3 it is understood by the Employer that permission requested under Article 13.4 will not be unreasonably withheld.
- 13.5 A grievance shall be defined as any dispute arising out of interpretation, application, administration or alleged violation of the collective agreement.
- 13.6 The parties agree that it is desirable that any complaint or grievance should be adjusted as quickly as possible. Employees therefore are urged to try to settle their complaints with the Employer as soon after they originate as possible.
- 13.7 Should any question as to the meaning or alleged violation of the provisions of this Agreement arise between the Employer and any Employee or the Union, an earnest effort will be made to adjust such question in the following manner:

Step 1

Before it can be considered a grievance, the complaint must be brought to the supervisor's attention via e-mail within fifteen (15) working days of the incident, which gave rise to the complaint, and then such discussion must take place within twenty-five (25) working days of the incident. The supervisor shall reply via e-mail to the employee within ten (10) working days of such discussion taking place. The employee may elect to be accompanied by a steward.

Step 2

Failing satisfactory settlement under Step 1, within ten (10) working days following receipt of the Step 1 decision, a grievance shall be submitted in writing to the Chief Administrative Officer, or their designate.

Within ten (10) working days of receipt of the grievance, the Employer shall arrange a meeting between the Union Grievance committee and the Chief Administrative Officer, or their designate.

A decision by the Chief Administrative Officer, or their designate shall be rendered in writing within ten (10) working days of the meeting.

The grievor and their supervisor may be required to be present at the request of either party. A conference call shall be considered a meeting with respect to fulfilling the requirements of this Article.

Step 3

Failing satisfactory settlement under Step 2, the Grievance shall be referred to binding arbitration in accordance with Article 14, provided such action is taken within a period of twenty (20) working days of the decision by the Chief Administrative Officer, or their designate.

- 13.8 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance shall commence at Step 2 of the grievance procedure provided the grievance is submitted to the Chief Administrative Officer, or their designate within twenty (20) working days of the incident or when the Union ought to have become aware of the incident.

When three (3) or more Employees have grievances and such grievances are alike, they may be handled as a group grievance and presented at Step 2 of the Grievance Procedure.

Grievances concerning lay-offs shall be initiated at Step 2 of the grievance procedure.

- 13.9 In determining the time within which any step, except arbitration, is to be taken under the foregoing provisions of Article 13, Saturdays, Sundays and recognized Holidays shall be excluded. Any and all time limits fixed by the Article may be extended by mutual agreement between the Board and the Union.
- 13.10 If advantage of the provisions of this Article is not taken within the time limits specified herein, or as extended as set out in Article 13.9 herein, the matter in dispute shall be deemed to have been abandoned and cannot be reopened. Should the employer fail to
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respond within the time limits, specified herein, or as extended as set out in Article 13.9 herein, the grievance shall be automatically advanced to the next step.

- 13.11 The nature of the grievance, the specific remedy sought and the Article or Articles of the agreement which are alleged to have been violated shall be set out in the written record of the Grievance at Step 2 and may not be subject to change in later steps.
- 13.12 When the Union advises that a grievance resolution has been accepted by the membership, and it involves a monetary settlement, the payment shall be paid no later than the end of the second pay period following notification from the Union to the Chief Administrative Officer, or their designate.

ARTICLE 14 - ARBITRATION

- 14.1 When either party requests that a grievance be submitted to arbitration, the request shall be made by e-mail to the other party of the Agreement, indicating the name of a suggested Arbitrator. Within ten (10) working days thereafter, the other party shall answer by e-mail indicating they agree to the suggested Arbitrator or proposing the name of an alternate Arbitrator.
- 14.2 If the party receiving the notice fails to agree to an arbitrator, the parties may apply to the Ontario Labour Relations Board to appoint an Arbitrator.
- 14.3 The Arbitrator shall determine their own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision as soon as possible.
- 14.4 The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed.

The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

- 14.5 Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator.
- 14.6 The time limits fixed in both grievances or arbitration procedure may be extended by consent of both parties.
- 14.7 At Step 2 or Step 3 of the Grievance or Arbitration Procedures, the parties shall have the assistance of any Employee(s) concerned as witness(es) and any other witnesses.
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- 14.8 Notwithstanding Articles 14.1 – 14.5 the parties may agree to the appointment of a Grievance Mediation Officer in an endeavor to affect a settlement prior to arbitration.

ARTICLE 15 - RESPONSIBILITY OF EMPLOYEES

- 15.1 It is recognized that the Board is responsible for the safety, health, comfort and general welfare of the citizens requiring its services in its jurisdiction, therefore, the Employees recognize they must be prepared to assist in carrying out the services for the Board.
- 15.2 The responsibility to the citizens is the ultimate responsibility of the Board and requires that any dispute arising over the interpretation of the terms of this Agreement be adjusted and settled in an orderly manner without interruption to the said services of the citizens; therefore, the Employees agree that if any differences with the Employer occur during the time period of this Agreement, that same difference will be dealt with under the Grievance Procedures hereinafter set forth.
- 15.3 It shall be the responsibility of all Employees to notify Human Resources within three (3) days of any change in their personal address or personal telephone number.
- 15.4 It is the responsibility of the Employee to become familiar with the operations manuals of the Board, necessary legislation and the operating parameters and directions of the Board. Further it is the responsibility of the Employee to understand the expectations as set forth in the job description and exercise due diligence and responsibility in carrying out those expectations.

It is understood that Employees shall not be disciplined for following outdated or erroneous instructions in such operations manuals, legislation or operating parameters and directions of the Board.

ARTICLE 16 – DISCIPLINE, SUSPENSION, & DISCHARGE

- 16.1 An Employee who has completed their probationary period may be dismissed or suspended but only for just cause. Such Employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 16.2 An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 13, Grievance Procedure. Such a grievance shall be filed at Step 2 of the Grievance Procedure within ten (10) days of the day following the date on which the discipline is received by the employee.
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16.3 An Employee who has been unjustly suspended or discharged shall be immediately reinstated to their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board. Any monies earned by an Employee during a period of suspension or discharge shall be deducted from any award made under this article.

16.4 Right to Have a Steward Present

(a) Where a supervisor intends to conduct a scheduled meeting / interview with an Employee, the supervisor shall so notify the Employee via e-mail in advance of the purpose of the interview in order that the Employee may contact their Union Representative to be present at the interview. This interview is to be held in private.

(b) A local Union Representative or local Union officer shall have the right to consult with a CUPE Staff Representative and/or to have them present at a discussion with supervisory personnel which will be the basis of disciplinary action, which concerns them personally.

16.5 Any notice of discipline, that has been received by an employee will be removed from that employee's work record after eighteen (18) months from the date of the latest incident causing the discipline, provided the employee's record has been discipline free for the eighteen (18) month period.

Notwithstanding the above paragraph, if the discipline was imposed for violence or harassment in the workplace, theft, or participation in an illegal work stoppage, the eighteen (18) month periods referred to shall be increased to thirty-six (36) months.

ARTICLE 17 – PROBATIONARY EMPLOYEES

17.1 All new Employees shall be on probation until they have worked a period of one thousand (1000) hours; or until they have worked a period of six (6) months from their date of hire, whichever time period occurs first. All staff shall be paid according to the salary schedule for the job occupied and during such period an Employee shall be subject to the rights under the grievance procedure. If retained after the probationary period, such an Employee's seniority shall be calculated as per Article 18.1.

During the above noted probationary period, Employees shall be subject to performance reviews. The review(s) shall commence within the first half of the probationary period. The Employer will indicate during any such performance review, the expectations for the Employee, areas which require improvement and positive attributes of the Employee.

17.2 Newly hired Employees shall be advised by the Employer that any information pertaining to clients/patients/tenants or business/operational matters is confidential and no information is to be made public without first obtaining permission in writing of the CAO, or their designate. All existing and future Employees will sign a declaration acknowledging the confidential nature of their position.

17.3 The purpose of the probationary period is to allow the employer to decide whether it wishes to retain an employee and the employment of a probationary employee may be discontinued at the employer's discretion. However, the Employer agrees that no probationary Employee will be terminated without just cause.

In the event that a probationary Employee's employment is discontinued by the Employer, notice of termination and/or payment in lieu shall be in accordance with the Employment Standards Act.

17.4 The Employer shall recognize work experience in the immediate preceding three years with the Algoma District Services Administration Board on the following basis:

Staff who previously worked for the Board and who have been re-hired will be given one half credit for all previous service in that position with the Board to establish the dates at which the Employee will move through the pay level system. Seniority will be calculated as per Article 18.1.

ARTICLE 18 - SENIORITY

18.1 Rules respecting seniority are made because the parties recognize that job opportunity and security should increase in proportion to the length of continuous service. In all cases of promotion, demotion due to a change or reduction in operation, transfer between different jobs, layoff, decrease of the work force and recall after layoff, a senior employee shall be entitled to preference provided they can do the job which is vacant.

Effective January 2, 2001, all Employee's seniority will commence with their most recent date of hire with date of hire to be the first day actually worked.

18.2 The Employer shall maintain a seniority list showing the date upon which each Employee's seniority commenced and their permanent classification and location. An up to date seniority list shall be e-mailed to the President of the Local and to the bargaining unit members on December 15th and June 15th of each year.

18.3 An Employee's established seniority shall be considered broken, forfeited and employment terminated when such employee:

(a) is discharged for just cause and is not reinstated;

- (b) resigns in writing/e-mail and does not rescind their resignation within twenty-four (24) hours;

Notwithstanding Article 18.3(b) hereof, when employment is terminated by the Employee, the Employee shall give at least two (2) weeks and preferably more notice in writing/e-mail of their intention to terminate such employment;

- (c) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer of the said sufficient cause;
- (d) fails to return to work within seven (7) calendar days following lay-off and after being notified by registered mail to do so, unless through sickness;
- (e) has been laid-off for a period in excess of twenty four (24) months;
- (f) is absent for more than two (2) years because of a non compensable disability subject to the provisions of the Human Rights Code of Ontario or three (3) years because of a compensable (W.S.I.B.) disability;
- (g) retires;
- (h) is a part-time, relief part-time or casual Paramedic employee and fails to provide adequate availability as per article 22.2 (n) (i), without prior approval, and does not remedy their availability within fourteen calendar days of being directed to do so by Paramedic Services management.

ARTICLE 19 – JOB POSTINGS

19.1 The Employer agrees to post all job vacancies and newly created positions (including temporary positions of fifty (50) working days or more which occur within the bargaining unit for a period of not less than five (5) working days. The Employer further agrees not to hire new Employees for positions posted until the job posting time limit of five (5) working days has expired. Any Employee wishing to make application shall do so within the required time limit by electronic mail (e-mail). Temporary Bargaining Unit Student positions would be excluded and would only be posted externally.

19.2 Emergency or Temporary Vacancies

- (a) The Employer may, without posting, fill temporary or emergency vacancies for a period not exceeding fifty (50) working days. When temporary work is available the Employer will first offer the work to a Bargaining Unit Employee who is not working full-time hours for the entire duration of the vacancy and who has the competence, skills, experience and suitability to fulfill the requirements of the position relatively
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equal to the employee being replaced. Such offer will occur within each office administrative area to employees assigned to that administrative area(s). For the purposes of 19.1 and 19.2, working days shall be considered Monday through Friday, excluding paid holidays.

- (b) Where the Employer determines that Work Group Leader duties shall be covered on a temporary or emergency basis for a period not exceeding fifty (50) working days, these duties shall first be offered to Full-time Primary Care Paramedic employees at that base location who have the competence, skills, experience and suitability to fulfill the requirements of Work Group Leader duties, in descending order of seniority.

19.3 The Employer agrees to forward to the President of the Local, copies of all job postings.

19.4 All postings will contain:

- Position
- Salary Range/Hourly Rate
- Education/Skills required or acceptable equivalency
- Location of vacancy/new position
- Closing date of posting
- Casual / Part-time / Full-time
- Temporary/Permanent
- Wherever possible for Paramedic Services, a description of the current associated rotation. (The Paramedic will contact the Chief Steward/WGL or the commander of their division for further information on their rotation.)

The Employer will endeavor to move the successful applicant to an internal bargaining unit position within six (6) weeks from the date the Employee has been awarded the posting. If the Employer is unable to move the successful applicant before the six (6) weeks, the Employer will inform the Local President and Chief Steward of the reason for the delay and provide any information available as to when the successful applicant will be placed in their new position by the end of week four (4) after the closing of the posting.

Any vacancy not filled within three (3) months of the expiry date of such posting shall be considered cancelled, and prior to filling such vacancy it will be posted in accordance with Article 19.1.

19.5 Where an Employee applies to an internal job posting and has not withdrawn their application prior to the application deadline, they shall be deemed to have accepted that position and the posted current associated rotation if they are the senior, qualified

applicant. Employees who are the senior, qualified applicant to a posting are not eligible to apply for the internal posting that is issued to replace them.

- 19.6 The Employer agrees to forward to the President of the Local the monthly salary rate of all new employees who are not starting at the probationary level.
- 19.7 Where an Employee moves to another job class, previously not held inside or outside of the bargaining unit, they shall be placed on trial for a period of ninety (90) days, during which they shall receive competency based training. The Employee shall have the right to revert to their former position and pay within the ninety (90) days.

In the event an Employee proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, that employee shall be reverted to the employee's former position and pay within the ninety (90) days.

- 19.8 Where an Employee is promoted to a higher job class, the Employer will ensure that the Employee does not suffer a decrease in rate of pay as a result of the promotion. The employer shall red circle the Employee's present rate of pay until such time as they reach a pay rate which exceeds the red circled rate.
- 19.9 Where an Employee transfers to a different job class that bears the same rate of pay as their existing job class as listed in Schedule "A", they will be placed at the rate of pay of the new job that is the same as their existing rate.
- 19.10 Where an Employee elects to transfer to a different job class that bears a lesser rate of pay than their existing job class as listed in Schedule "A", the Employer shall establish a pay rate recognizing the Employee's experience and skills. The Employee will then have the option of accepting or declining the position.

ARTICLE 20 - EMPLOYEES WITH DISABILITIES - DUTY TO ACCOMMODATE

- 20.1 a) In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of their position due to a mental or physical disability, at the request of the member, the Employer and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together to consider how the employee's disability can best be accommodated without causing undue hardship to the Employer, the employee, or the Union. The affected employee shall participate and cooperate fully in this process.
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- b) The parties to this process, and the affected employee, shall share with each other all information relevant to the accommodation of the affected employee, including medical information pertaining to the employee's disability, and information regarding the requirements / duties of the employee's position.
- c) The parties agree that they will attempt to accommodate employees as follows, in order of preference:
- in their current position;
 - in their current classification;
 - in another classification with equivalent hours/rate of pay, but for which the employee possesses the requisite knowledge, skills, and abilities;
 - in another classification which does not have equivalent hours/rate of pay, but for which the employee possesses the requisite knowledge, skills, and abilities;
 - Create an accommodated position, in consultation between all parties, that will not be posted and when the Employee vacates the position will no longer exist.
- d) In considering the feasibility of the options set out in (c) above, the parties shall consider, without limitation, such options as the modification of duties, shifts, equipment, and/or the retraining of the employee, at the expense of the employer.
- e) The parties agree that the accommodation plan will be monitored ongoing and will if necessary be adjusted as necessary based on the evaluation of the parties involved.
- f) It is understood that through this process it is imperative that the confidentiality of the member is paramount due to the medical nature of the issues involved.
- g) It is understood and agreed that nothing in this article will require the Employer, the Union or the affected employee to agree to an accommodation, which would impose undue hardship on the Employer, Union or affected employee. The Employer agrees that it will not impose an accommodation, which has the effect of abridging or infringing collective agreement rights of other bargaining unit members unless there is no other reasonable alternative.
- h) The accommodation Committee will include the Union President, The Union representative for accommodations, a representative from Management and the member who is being reviewed for accommodation and shall meet every two (2) months or more frequently as necessary.
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- i) It is understood and agreed that any of the foregoing is in compliance with the Human Rights Code and the Canadian Charter of Rights and Freedoms.

ARTICLE 21 - LAYOFFS AND RECALL

21.1 An Employee is considered to be laid off when:

- (a) there is a reduction in a Full-time and/or Part-time Employee's hours of work as contained in the original posting;
- (b) where an Employee's position is declared redundant.

21.2 In the event of a layoff the Employer agrees to notify all Employees of such layoff at the earliest possible date. However, notice of layoff will be given within the following time limits based on years of service:

Less than one (1) year of service	two (2) weeks' notice from the date on the notice of layoff letter
One (1) year to two (2) years of service	one (1) month notice from the date on the notice of layoff letter
Two (2) years to five (5) years of service	two (2) months' notice from the date the on notice of layoff letter
Five (5) years or more of service	four (4) months' notice from the date the on notice of layoff letter

In the event of a layoff, Employees shall be laid off in the reverse order of seniority. Employees shall be recalled in order of their seniority providing they are qualified to do the work.

21.3 Reduction in the work force shall be accomplished in the following manner:

- (a) The surplus Employee will follow the bumping rights procedure as follows:

Step #1: The surplus Employee shall first bump the most junior Employee within their base/office/Housing Services property and job. Should the surplus Employee be the most junior at that base/office/Housing Services property, proceed to step #2

Step #2: The surplus Employee may elect to bump the most junior Employee in their job to the nearest base/office/Housing Services

property based on the posted respective mileage chart related to Paramedic Services or ADSAB Area Office as may be the case, or actual mileage between workplaces (base/office/Housing Services property), as applicable. Should the surplus Employee be the most junior at that base/office/Housing Services property, the surplus Employee will repeat Step #2 until they have exhausted all bases/offices/Housing Services property and are declared to be the most junior Employee in the service.

It is agreed and understood that Full-Time Employees that choose to bump, before bumping junior Part-Time Employees, will bump other Full-Time Employees with less seniority as outline above until they are deemed the most junior Full-Time Employee.

- (b) Notwithstanding the above, the surplus Employee may elect to bump any Employee who has less seniority in another job classification provided that the surplus employee is capable of performing the work.
 - (c) Any Employee displaced due to the above process shall be afforded the same bumping rights as the original laid off Employee, except that, eventually, the most junior Employee will be laid off.
 - (d) Any Employee, not wishing to bump, shall accept the lay off and normal recall rights shall apply.
 - (e) Employees moving to the same or lower job classification shall not suffer any loss of wages. They shall be red circled for four (4) months then move to the rate of the new job at their grid level.
 - (f) Employees required to move to a new job classification above their own shall be placed on the new grid at a level of pay that is equal to or if no equal rate is available, then to the rate that is next immediately above their own rate and then continue to move through the new grid according to length of service with the Employer.
 - (g) The Employee must indicate in writing to the Chief Administrative Officer, or their designate, with a copy to the President of the Local, their intention to displace another Employee as far in advance as possible, but not later than five (5) working days following their date of notice. Failing to indicate their intent to displace another Employee within this time period, the Employee shall be deemed to have opted to be laid off and normal recall rights shall apply as per Article 21.4.
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21.4 RECALL

- a) No new Employee shall be hired until those on layoff for less than twenty-four (24) months are given the first opportunity of re-employment to any vacancy for which the Employee is qualified or has the equivalent experience to do the job. Such offer must be accepted or rejected within five (5) working days of being notified that a job vacancy exists. Refusal to accept a vacancy, which has been offered, shall be considered as a resignation from the Board except when recall requires a relocation of residence to another municipality.
- b) It shall be the duty of all employees to notify the Employer promptly, in writing, of any change of address. If an Employee should fail to do this, the Employer shall not be responsible for failure of a notice to reach them, and any notice sent by the Employer by registered mail to the address which appears on the Employer's personnel records, shall be deemed conclusively to have been received by the Employee or laid off person.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

TABLE 1: HOURS OF WORK FOR FULL-TIME EMPLOYEES

Employee Group	Hours of Operation	Normal weekly or daily hours	Hours/year
Paramedic Services	24 hrs / 7 days per week	84 hrs per 2 week pay period	2184
Paramedic Services (Community Paramedicine/Transfer Car positions)	7 days per week; 8/8.5 hrs per day x 10 days per pay period; or 10 hrs per day x 8 days per pay period Or 12 hrs per day x 7 days per pay period	80 hrs per 2 week pay period 84 hrs per 2 week pay period	2080 2184
Client Services	8:00 a.m. to 4:45 p.m. Monday to Friday	36.25 hrs per week 7.25 hrs per day	1885

<u>Housing Services</u>			
(A) All except (B) and (C)	8:00 a.m. to 4:45 p.m. Monday to Friday	36.25 hrs per week 7.25 hrs per day	1885
(B) Technical Services Maintenance Assistant	7:30 a.m. to 5:00 p.m. Monday to Friday	40 hours per week 8 hrs per day	2080
(C) Building Custodians	Refer to Article 22.4	40 hours per week 8 hrs per day	2080
<u>Finance & Infrastructure</u>			
(A) All except (B)	8:00 a.m. to 4:45 p.m. Monday to Friday	36.25 hrs per week 7.25 hrs per day	1885
(B) CS/PMA	7:30 a.m. to 5:00 p.m. Monday to Friday	40 hrs per week 8 hrs per day	2080

22.1 INCLEMENT WEATHER

- a) Should the Employer close any Area Office or Head Office due to inclement weather the workers affected shall not lose salary or benefits. In any such event, Employees who are absent from work on any other type of leave shall still be considered absent and shall have no claim to additional compensation or other reinstatement of leave credits.

In the event that a Paramedic Services Employee is prevented from reporting to that community's Paramedic Services Base due to road closures, that are in district and within 100 km of their reporting location, that Employee shall not lose salary or benefits. The Employee shall immediately inform their Supervisor that they are not able to attend at the workplace. Once the road is re-opened, the Employee shall immediately call their Supervisor and receive direction on whether to proceed to the workplace at that time.

- b) Should an Employee, save and except Paramedic Services Paramedic Employees, elect to leave their workplace due to inclement weather an appropriate deduction will be made from:
- (i) any accumulated overtime in that Employees overtime bank, or
 - (ii) any vacation credits, or

- (iii) any accumulated sick leave in that Employee's sick leave credit as per Article 26.1, or
- (iv) the Employee's wage.

22.2 PARAMEDIC SERVICES NOTES

- a) Staff may be required to be on stand-by and accept call-in assignments as required outside of the normal hours of work on an emergency basis.
- b) Shifts may include the following combinations of on-site and on-call hours:
 - (i) twelve (12) hours on-site plus twelve (12) hours on-call; or
 - (ii) twelve (12) hours on-site; or
 - (iii) twelve (12) hours on-call; or
 - (iv) eight and one half (8.5) hours on-site; or
 - (v) eight (8) hours on-site.
 - (vi) ten (10) hours on-site
- c) Employees performing active Paramedic duty shall be entitled to a one (1) hour paid meal period during which time they will remain on duty. Employees not actively logged on with the Central Ambulance Communications Centre (CACC), shall be entitled to a one (1) hour unpaid meal period for a twelve (12) or ten (10) hour on-site shift, or a half (0.5) hour unpaid meal period for an eight (8) or eight and one half (8.5) hour on-site shift, during which time they will be off duty.
- d) Employees scheduled for twelve (12) hour on-site shifts shall be entitled to three (3) fifteen (15) minute rest periods daily; one (1) in the first third of the workday and the others in the second and third thirds of the workday during which time they shall remain on duty.

Employees scheduled for on-site shifts of eight (8) to eight and one half (8 ½) hours shall be entitled to two (2) fifteen (15) minute rest periods daily; one in the first half of the workday and one in the second half of the workday, during which time they shall remain on duty.

Employees scheduled for ten (10) hour on-site shifts shall be entitled to two (2) fifteen (15) minute rest periods daily; one in the first half of the workday and one in the second half of the workday during which time they shall remain on duty.

- e) Work in excess of the normal work hours referred to in Table 1 authorized by the Commander of Logistics shall be paid at a rate of time and one half (1½) of the Employee's straight time hourly rate.
 - f) Employees called out to work outside their normal hours shall be paid a minimum of four (4) hours at time and one half (1½).
 - g) On-call time means a period of time that is not a regular working period during which an Employee is required to keep themselves: a) within the regulated time period from the base; and b) immediately available to receive a call to return to work; and c) immediately available to return to the workplace.
 - i) If Employees who are on-call in accordance with 22.2 (h) are called to report to work and that call has been confirmed by the dispatcher, they will be paid a call back premium of a minimum of four (4) hours at time and one half (1½).
 - ii) The call back premium shall cover all valid calls occurring within the minimum four (4) hour period provided for under 22.2 (h). No Employee shall be eligible to receive more than two (2) call back premiums within one such four (4) hour period. To be eligible for the second call back, the Employee must have completed their duties and swiped out prior to being notified by Dispatch T2.
 - iii) Where the call back is immediately prior to the commencement of scheduled on-site hours, the employee will revert to their appropriate on-site earnings immediately after the minimum four (4) hours.
 - iv) On-call pay shall cease for any period where the Employee is being paid regular or premium pay. Regular pay shall cease for any period where the employee is being paid premium pay.
 - h) When an Employee shows up for scheduled work and is sent home they will receive a minimum of four (4) hours of pay.
 - i) All Employees who are scheduled to work and have such shift cancelled less than twelve (12) hours prior to the start of the shift shall be guaranteed a minimum of two (2) hours pay.
 - j) The Employer shall endeavour to assure that no Full-time staff shall be scheduled to work more than two (2) consecutive weekends unless the Employee specifically requests weekend work.
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k) Bi-Weekly Limits on Hours of Work

Paramedic Employees may work in excess of forty-eight (48) hours in a work week, but must receive at least twenty-four (24) consecutive hours off work in each work week, or at least forty-eight (48) consecutive hours off work in every period of two (2) consecutive work weeks.

If when scheduling or offering an unscheduled shift as per Article 22.2 (n), the Scheduler identifies that the shift(s) being scheduled or offered will result in a Paramedic working more than eight (8) consecutive shifts, the Scheduler will exhaust all other options under the Call-in Process (22.2 (n) (v)), before scheduling or offering the shift(s) in question to the Paramedic who will be working more than eight (8) consecutive shifts.

l) Posted Schedules

The posted schedule is a completed document, posted utilizing the accepted practice, setting forth the days and hours upon which the employees are required to work, and the days and hours upon which the employees are scheduled to be off work. The posted schedule will be completed and posted two (2) weeks in advance and must consist of a minimum of four (4) consecutive weeks. The posted schedule will be completed utilizing Article 22.2 (m) Base Rotation (scheduled shifts) and Article 22.2 (n) Procedure for Filling Unscheduled Paramedic Services Shifts. Any alterations to the posted schedule must be done through approval of a Supervisor or designate.

m) Base Rotation (scheduled shifts)

Each base will utilize a rotation assigned to that base. The base rotation will be completed utilizing the Full-time and Part-time employees assigned to that base. Access to this annual rotation will be made available to all Paramedic Services employees no later than October 15 of each year. If there is more than one (1) Regular Part-time Employee assigned to that base, every attempt will be made to assure that the Base Rotation allows for an equal distribution of shifts amongst those Part-time Employees. To provide stability, base rotations will not normally change more than once per year and the operational requirements and the expressed wishes of the employees concerned shall both be considered prior to any such change.

Each base will complete an annual posted schedule including shifts assigned to Full-time and Regular Part-time Employees (Base Rotation) with the addition of approved leave shifts assigned to Relief Part-time Employees assigned to that base. Every attempt will be made to assure that the annual posted schedule allows for an equal distribution of the approved leave shifts.

All remaining shifts will be considered unscheduled and will be scheduled using the following article.

n) Procedure for Filling Unscheduled Paramedic Services Shifts

(i) Call In Availability

All Paramedic Services Employees will indicate their availability for unscheduled shifts by quarter, two (2) quarters in advance. Any employee who does not indicate their availability will be considered unavailable.

All Part-time staff must provide a minimum of seven (7) days availability to their assigned base per two (2) pay periods. The availability must include two (2) weekends (Saturday and Sunday) in a four (4) week period. Part-time staff must also be available a minimum of four (4) of the Holidays as outlined in Article 23.1 (a). Of those Holidays one must be Christmas Day or New Year's Day.

All Casual staff must provide a minimum of four (4) days availability to their assigned base per two (2) pay periods. The availability must include one (1) weekend (Saturday and Sunday) in a four (4) week period. Casual staff must also be available a minimum of two (2) Holidays as outlined in Article 23.1 (a).

Shifts previously assigned will be considered as an availability.

Employees will be able to continually alter their availability as long as the minimum requirements are maintained. All availability and alteration will be posted using the accepted practice and only the changes posted will be considered official.

(ii) Assigning Shifts

All unscheduled shifts distributed more than one (1) week in advance will be assigned according to the posted availability and the following call in process.

All other shifts distributed less than one (1) week in advance will be offered according to the posted availability and the following call in process with the employee's ability to refuse.

Any shift that is assigned within two (2) weeks, the scheduler will contact the paramedic by phone to notify the paramedic of the shift being assigned to them as per their posted availability.

All shifts distributed with less than two (2) hours' notice due to last minute cancellations or an employee needing to be relieved during a shift will be

considered a special circumstance. If this circumstance arises the scheduler will take into consideration the employees' ability to respond to work in an acceptable amount of time while they are referring to the availability. This ability to respond will be documented using the accepted practice and may result in the following call in process to be altered accordingly.

(iii) Employee contact criteria

Contact information will be supplied by each employee. Each contact is to be notated with the following information:

- time of contact attempt
- success of attempt
- result of attempt

If an employee calls back and states they are available for the shift prior to it being awarded to another employee then they will be offered the shift.

(iv) Part-time, Relief Part-time and Casual Employees' Requirement to Accept Offered Unscheduled Shifts

Part-time, Relief Part-time and Casual Employees who are offered unscheduled shifts distributed less than one (1) week in advance, in accordance with the 'Call-in Process' outlined herein, are expected to accept such shifts, and may only refuse three (3) consecutive offers, or be unreachable for six (6) consecutive offers.

Unscheduled shifts offered outside their assigned station shall not be considered in the 'refusals' or 'unreachables'.

The Scheduler will log all incidents of 'refusals' or 'unreachables' for the applicable Employees and immediately notify the Supervisor of any Employee who has reached either of the above limits.

The Chief/Deputy Chief will email the Paramedic and advise them that they have exceeded the consecutive 'refusals' or 'unreachables'. Failing to rectify the 'refusals' or 'unreachables', the Employer will reference the Employee Conduct Policy.

The count of consecutive 'refusals' shall only stop with the Employee accepting an offered unscheduled shift or having been assigned a shift according to their posted availability.

The count of consecutive 'unreachables' shall only stop with the Employee either having been immediately and directly reached by the Scheduler to provide a

response, or with the Employee having replied to a message left by the Scheduler within a reasonable timeframe.

(v) Call in Process

- Step #1 The Scheduler will refer to the posted availability prior to initiating all contact.
 - Step #2 The Scheduler will then offer or assign available shift(s) to the Part-time staff, in order of seniority primarily assigned to that base, as long as it does not result in overtime. Refer to hours of work table. Failing the above, proceed to step #3.
 - Step #3 The Scheduler will then offer or assign available shift(s) to the Casual staff, in order of seniority assigned to that base, as long as it does not result in overtime. Refer to hours of work table. Failing the above, proceed to step #4.
 - Step #4 The Scheduler will then repeat Steps #2 and #3, utilizing the nearest base within the division according to the posted mileage chart. Failing the above proceed to step #5.
 - Step #5 The Scheduler will then repeat Step #4, utilizing the next nearest base within the division according to the posted mileage chart and continuing until all bases within the division are utilized. Failing the above proceed to step #6.
 - Step #6 The Scheduler will then offer the overtime shift(s) to any employee, in order of seniority assigned to that base, who is already working a full-time complement. The overtime Article 22.4 will apply. Failing the above proceed to step #7.
 - Step #7 The Scheduler will then repeat Step #6, utilizing the nearest base within the division according to the posted mileage chart. Failing the above proceed to step #8.
 - Step #8 The Scheduler will then repeat Step #7, utilizing the next nearest base within the division according to the posted mileage chart and continuing until all bases within the division are utilized. Failing the above proceed to step #9.
 - Step #9 In the event that all options within a division have been exhausted, the Chief Administrative Officer or their designate may authorize the
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utilization of available staff outside of the division, by seniority, to part-time and casual staff not in an overtime position, and then through overtime.

Paramedic Staff will provide management with a declaration of their willingness to work in the other division, as per the approved practice.

If staff are scheduled for a shift, or a series of shifts in their neighboring division, regardless of their starting point and destination, they will be paid a flat mileage rate of one hundred dollars (\$100.00), representing one round trip to the destination base, and the applicable meal allowances.

Shifts offered and accepted or declined under this clause will not be held against the Employee in Article n (iv). Failing the above proceed to step # 10.

Step #10 If unable to fill all vacancies, the Scheduler will then contact the Chief Administration Officer or their designates for their direction.

o) Once notified that they are the successful candidate to a posting, no changes can be made to the Employee's current schedule. Once notified of a start date, the Employee can make changes to the position they are assuming.

p) Banked Overtime

Full-time and part-time bargaining unit employees are permitted to bank overtime up to a maximum of sixty (60) hours and thirty (30) hours respectively. When an employee's bank reaches its maximum, all additional accrued overtime will be paid out. Once the employee has reduced part of their banked time, they will again be able to accrue up to their maximum. Only overtime worked at the employee's assigned station qualifies to be banked. Banked overtime may be used to acquire time off by mutual consent.

q) Procedure

1. Employees wishing to bank overtime must place their request with Logistics following established procedure. Logistics will add the time to the employee's overtime bank up to a maximum of sixty (60) hours for full-time employees and thirty (30) hours for part-time employees. Once the employee's bank reaches its maximum allowable limit, the Supervisor will pay any excess overtime out according to the current collective agreement.



2. Banked overtime must be requested/canceled at least seven (7) days in advance.
3. Under special circumstances, a Paramedic may request a banked overtime day with less than seven (7) days in advance. The Paramedic will request the day in schedule agent and send an email with details as to the special circumstance to be considered to the Chief and Deputy Chief. The Chief and Deputy Chief will consider the special circumstance that the Paramedic provided in the email and render a decision. If the special circumstance was approved, the Chief/Deputy Chief will authorize the shift to be filled. Regardless of the decision, an email response will be sent to the Paramedic detailing the acceptance/denial of the request.
4. At year end, any Employee with a remaining banked overtime balance will be required to declare to Paramedic Services management no later than December 15, whether they are requesting to have their balance paid out, otherwise the Employee will carry their balance forward to the following year.

22.3 HOUSING SERVICES/CLIENT SERVICES/FINANCE AND INFRASTRUCTURE (excluding Building Custodians and Contact Tenants)

- a) All Employees shall be entitled to an unpaid one (1) hour lunch period.
 - b) All work performed, with the approval of the Unit Manager, on Saturday, shall be paid at the rate of time and one-half (1½) the regular rate of pay with a guaranteed minimum of four (4) hours pay for four (4) hours work or less.
 - c) All work performed on a Sunday, with the approval of the Unit Manager, shall be paid for at the rate of double time (2X), with a guaranteed minimum of four (4) hours pay for four (4) hours work or less.
 - d) Employees shall be entitled to two (2) fifteen (15) minute rest periods daily; one in the first half of the workday and the other in the second half of the workday.
 - e) Work in excess of the normal work hours referred to in Table 1 authorized by the Unit Manager/Supervisor shall be paid at a rate of time and one half (1½) of the Employee's straight time hourly rate.
 - f) Employees called out to work outside their normal hours shall be paid a minimum of four (4) hours at time and one half (1½).
 - g) At December 31st of each year the total accumulated overtime will be paid out to the Employee.
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- h) When an Employee shows up for scheduled work and is sent home they will receive a minimum of four (4) hours of pay.
- i) Full-time Employees shall be guaranteed a minimum of two (2) hours pay should a shift or work day be cancelled due to lack of work when such cancellation occurs less than twelve (12) hours prior to the start of the shift. The Employee whose shift is cancelled will be the most junior.
- j) Part-time Employees who are scheduled to work and have such shift cancelled less than twelve (12) hours prior to the start of the shift shall be guaranteed two (2) hours pay. The Employee whose shift is cancelled will be the most junior.

22.4 BUILDING CUSTODIANS/CONTACT TENANTS

The normal hours of operation for Building Custodians is:

May 1 to October 31 - 7:30 a.m. to 5:00 p.m. Monday to Sunday

November 1 to April 30 - 7:30 a.m. to 7:00 p.m. Monday to Sunday

The Employer may allow preauthorized working hours to accommodate an employee's personal needs, subject to operational requirements. Such request shall not be unreasonably denied.

Building Custodians who are required to live on-site and who are scheduled to provide on-site availability, will be paid an on-site premium as per Schedule 'A'. Such premium will be paid from the completion of their normal, scheduled hours until either 5:00 p.m. or 7:00 p.m., as per the hours of operation listed above, during which they are required to be immediately reachable and either on-site, or off the premises and readily available to respond for work within thirty (30) minutes, with the exception of their scheduled off-duty days.

Opt-out Provision: no later than January 1, 2021, and on a one-time-only basis, any current Building Custodian who was hired with an 'on-site' requirement to live in their assigned building and meet the respective 'on-site' requirements, may elect to opt out of this requirement, and without being laid off or having the ability to exercise bumping rights, they may have the 'on-site' requirement removed from their terms of employment.

Building Custodians who elect to opt out of their employment terms requiring them to live in a unit at their assigned building will be considered a regular tenant of the ADSAB as of the effective date of this change. This change will not require the Building Custodian to vacate their unit.

Building Custodians who are required to live on-site can request to be relieved from their 'on-site' requirements for a specific and reasonable period of time, outside of their vacation allotment, provided that other arrangement may be made to cover operational needs. Such request will not be unreasonably denied. Examples may include: a 'on-site' Custodian wishes to be excused from 'on-site' requirements for the month of July, and if management determines that other arrangements can be made to address operational needs at their building, this will be granted.

In the event that a Building Custodian is away for any reason, the Employer shall determine whether a replacement is required and if required, shall appoint someone to cover the period of absence.

Building Custodians and Contact Tenants shall receive an hourly shift bonus as detailed in Schedule 'A' for all hours worked. outside their normal hours of operation. Where more than 50% of the hours fall within this period, the shift bonus shall be paid for all hours worked.

Building Custodians and Contact Tenants shall receive an hourly premium as detailed in Schedule 'A', in addition to the employee's regular pay for all hours worked on a Saturday or Sunday, and in addition to shift bonus, if applicable.

Building Custodians and Contact Tenants who work more than eight (8) hours in a day or forty (40) hours in a week shall be paid overtime for the hours worked beyond these amounts. All overtime must be approved in advance by their Supervisor before it is worked.

Building Custodians shall not be regularly scheduled for work hours more than five (5) days in a week. In the event that a Building Custodian is offered and agrees to work outside their normal hours of operation, or in addition to their normally scheduled five (5) days, they shall be paid a minimum of one (1) hour at their applicable rate.

Contact Tenants will receive rent-free accommodation which will be valued in accordance with Income Tax regulations and which will include free heat, hydro, water and ADSAB-issued mobile phone (not including personal long distance calls).

Building Custodians and Contact Tenants fee for air conditioning will be waived.

It is understood that Contact Tenants are covered per current provisions of the Workplace Safety and Insurance Act.

Where a Contact Tenant is required to perform any work other than the duties listed in their job description, the Employer will pay the Contact Tenant for such work at the current rate per hour on the following bases:



Less than fifteen (15) minutes – minimum ¼ hour

Fifteen (15) to thirty (30) minutes – ½ hour

Thirty-one (31) to forty-five (45) minutes – ¾ hour

Forty-six (46) to one (1) hour – 1 hour

In the event that either a Contact Tenant or Building Custodian is required to patrol a building from the hours of 8:00 p.m. to 8:00 a.m. for any reason including during a failure of the fire alarm system, that individual shall be paid for each hour from the time the system ceases to operate until the system is once again operational, with no break in time paid, at their applicable rate.

In the event that a Building Custodian or Contact Tenant Employee who formed part of the Transfer Order on September 1, 2001 remains an Employee of the Employer on or after January 1, 2016, that individual shall be entitled to the provisions of Schedule 'D' attached and was included in the collective agreement effective January 1, 2012 to December 31, 2015. Where there are dual entitlements, Schedule 'D' shall apply.

Any Building Custodians on staff as of January 1, 2021 will not be required (it will remain optional) to work weekends.

22.5 COMPRESSED WORK WEEK

Full-time Employees, save and except Paramedic Services Employees, wishing to participate in the Compressed Work Week shall do so as follows:

- a) The Compressed Work Week schedule shall correspond with the calendar year and will be divided into thirteen (13)-week quarters for scheduling management purposes. Each Employee participating in the Compressed Work Week will have an annual allotment of either one hundred twenty (120), or one hundred thirty-two (132) compressed hours off, as per (d) or (e) below. A maximum of thirty (30) hours off may be scheduled per quarter for an employee noted in (d) and a maximum of thirty-three (33) hours off may be scheduled per quarter for an employee noted in (e). First quarter booking must be requested by December 10 and will be reviewed after second round of vacation by Supervisor with a response to staff by December 23.
 - b) Employees noted in section (d) participating in the Compressed Work Week must submit a request three (3) weeks in advance of each quarter requesting a maximum of thirty (30) (thirty-three (33) hours for an employee noted in (e)) hours per quarter of which twenty-one and three-quarter (21.75) hours (twenty-four (24) hours for an employee noted in (e)) will be booked either in half (½) or full day blocks, the balance may be booked in a minimum one (1) hour blocks. The Supervisor must approve the request within one (1) week of receiving the
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request. Supervisors, in emergency situations only, have the right to change a worker's compressed day off to ensure adequate coverage. The parties will mutually agree on an alternate day off.

- c) Any compressed hours off taken prior to those hours actually being earned will be costed out and deducted from an employee's last pay upon leaving the Board's employ, or upon changing from full-time status, or cancelling participation in the Compressed Work Week schedule.
 - d) For employees normally scheduled to work seven (7) hours, fifteen (15) minutes per day, the Compressed Work Week schedule will be seven (7) hours, forty-five (45) minutes per day, Monday through Friday, and these employees shall have an annual compressed bank of one hundred twenty (120) hours.
 - e) For employees normally scheduled to work eight (8) hours per day, the Compressed Work Week schedule will be eight (8) hours, thirty (30) minutes per day, Monday through Friday, and these employees shall have an annual compressed bank of one hundred thirty-two (132) hours.
 - f) Authorized periods of work in excess of the regular working periods specified above or on scheduled days off will be compensated for in accordance with Article 22.3.
 - g) Paid Holidays will be recorded as per 22.5 (d) or (e), as applicable, for Compressed Work Week Employees. Compressed hours off shall not be scheduled on any of the paid holidays listed under 23.1.
 - h) A deduction from an employee's vacation credits will be made for each day of approved vacation leave of absence in accordance with 22.5 (d) or (e), as applicable.
 - i) A deduction from an employee's sick leave shall be made for each day of approved sick leave in accordance with 22.5 (d) or (e), as applicable. Partial days shall be deducted as per the actual number of hours of approved sick leave.
 - j) Employees taking a compressed day off shall have their compressed bank reduced by the requested hours off.
 - k) Employees who are hired to full-time positions or who change to full-time status during the year may request to participate in the Compressed Work Week. They shall not be eligible to commence the Compressed Work Week schedule until the start of the upcoming quarter. They will then have to request their leaves off as per (b) above.
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- l) After each quarter request deadline, applications for change of compressed requests and/or cancellations must be received by the Employee's immediate Supervisor no later than seven (7) calendar days prior to the proposed and/or approved compressed days. The decision to grant requests shall not be unreasonably denied by the immediate Supervisor, or their designate.

22.6 CREW OR SHIFT EXCHANGE, ON-CALL GIVEAWAY

- a) This Article applies to the Paramedic Services unit, and in particular Paramedic Employees and their Command Staff.
 - b)
 - i) This Article will ensure that the deployment of Paramedic staffing is consistent with the approved schedule and established rules for exceptions.
 - ii) This Article details the terms and conditions for approved exceptions for crew or shift exchanges and on-call giveaways, and the procedures for administering such changes.
 - c)
 - i) The Employer determines and prepares an annual schedule of work for Paramedic Employees in accordance with the service's approved staffing complement and operational requirements, health and safety and legislated standards, the deployment plan, and the collective agreement.
 - ii) Paramedics shall work their assigned shifts, with their assigned partner, at the station and during the hours shown on the schedule. Changes to any of these requirements may only occur with management authorization, or in accordance with the exceptions and terms defined under this article.
 - d)
 - i) Paramedic Schedulers will process crew and shift exchanges and on-call giveaways as authorized by Command Staff, or in accordance with the procedures as outlined in this article. Paramedic Schedulers shall not process any such changes in which they are a participant, or any shift exchange between stations; such changes shall only be processed by Paramedic Services Command Staff.
 - ii) Paramedic Employees must ensure that they request any crew or shift exchanges, or on-call giveaways in accordance with this article.
 - e) Definitions
 - i) Shift Exchange: Where Paramedics with different schedules, and generally at the same base, exchange shifts with another Paramedic during the same pay period.
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- ii) **On-call Giveaway:** Where a Paramedic offers their scheduled on-call portion of a shift to another Paramedic, and that person accepts it.
 - iii) **Crew Exchange:** Where Paramedics working the same on-site hours, generally at the same base, exchange partners from one crew to another, either to facilitate on-call giveaway between on-duty staff, or with Command Staff authorization.
 - iv) **Work Week:** The continuous seven-day period falling Monday through Sunday.
- f) In any given year, a Paramedic Employee may be party (either as originator or recipient) of up to twelve (12) scheduling changes consisting of either shift exchanges, or on-call giveaways, or crew exchanges, or a combination thereof, per quarter, one quarter in advance.
- g) **Procedure**
- i) Paramedic Employees shall not shift exchange (either as originator or recipient) into a grouping of more than five (5) consecutive on-site shifts, or more than sixty (60) hours in a work week.
 - ii) In special circumstances, Paramedics, who are assigned to a station that has a historical call volume of less than five-hundred (500) calls per year, may submit a request to management/duty officer to shift exchange into a grouping of six (6) consecutive shifts, or seventy-two (72) hours in a work week, or into a grouping of seven (7) consecutive shifts spanning two (2) work weeks. If a shift exchange is denied, then such denial shall be in writing with reasons for such denial clearly stated by management. The Employee has the right to appeal to the Chief Administration Officer, or their designate.
 - iii) Paramedic Employees must submit requests for exchanges of full shifts with a minimum of twenty-four (24) hours notice. Paramedics are not to contact off-duty Paramedic Schedulers to have a shift exchange request addressed and they shall only contact the Duty Officer for this purpose under urgent circumstances.
 - iv) If a Paramedic Employee submits a shift exchange request less than four (4) days before the first affected shift, they are responsible to make a Paramedic Scheduler aware of the request. Failing to do so may result in the exchange not being processed.
 - v) Requests for shift exchanges between different stations require approval by Command Staff. Command staff will only authorize such if the exchange does not result in additional expenses to the service.
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- vi) Paramedic Employees submitting a shift exchange request for an on-call giveaway must identify the Paramedic who has agreed to accept the work, and the request must be submitted and approved with a minimum of one (1) hour prior to the commencement of the on-call portion of a shift to be given away.
- vii) A Paramedic scheduled to work the DO (day plus on-call) shift who, in advance of the shift's commencement, wishes to give away the on-call portion of that shift to a Paramedic working a coinciding D (day with no on-call) shift, must employ a full shift exchange and exchange the DO (day plus on-call) shift for the D (day with no on-call) shift. (The Paramedics who will be working together for the on-call portion must work together for the on-site portion.)
- viii) A Paramedic working the DO (day plus on-call) shift who, after their shift has commenced, wishes to give away the on-call portion of that shift to a Paramedic working a coinciding D (day with no on-call) shift, must contact and obtain the assistance of a Paramedic Scheduler to process the request. Both crews must be physically together at the time that the Paramedic Scheduler processes the request, so that the exchanging of partners for the remainder of the shift can occur at that time. If the above is not achievable prior to one (1) hour before the commencement of the on-call portion, the on-call giveaway shall not proceed.
- ix) If/when a change to crew configurations occurs mid-shift due to the above, the affected Paramedic Employees shall immediately notify the Central Ambulance Communications Centre (CACC) of the updated crew configurations.
- x) Paramedic Services Command Staff may initiate crew changes due to operational requirements, such as response to incidents requiring multiple Paramedic teams on a scene, or for administrative purposes.

Where necessary to accommodate a Paramedic Employee's urgent, or extenuating and compelling circumstances, the Chief or Deputy Chief of Paramedic Services may authorize individual and isolated exceptions in accordance with the procedures in this Article.

ARTICLE 23 - HOLIDAYS

23.1 a) An Employee shall be entitled to the following paid holidays each year:

New Year's Day	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

Any special holiday as proclaimed by the Governor General or the Lieutenant Governor.

- b) In the event that a paid holiday falls on a Saturday or Sunday, the following Monday (or Tuesday) will be recognized as the holiday for all employees who normally work Monday through Friday. This does not apply to Paramedic Services Employees who receive the annual paid holiday bank as per 23.2 (b).
- 23.2 a) All Full-time Employees save and except Paramedic Services Employees shall be paid a normal day's pay at their regular rate for any of the above-noted holidays, provided however, the day named would be a working day and the Employee is not on leave of absence without pay.
- b) All Full-time Paramedic Services Employees shall receive a bank of 8.4 hours per paid holiday as listed in Article 23.1 on January 1 of each year to be utilized during the year with such days to be scheduled and taken under the provisions of the Vacation article (Article 24). Calculation of this bank shall be rounded up to the nearest 0.25 hours. The current annual bank will therefore equal 109.25 hours.

To qualify for payment of the holiday as listed above, a Full-time Employee must have worked the scheduled working day previous to the holiday and the scheduled working day following the holiday unless off for illness or other approved absence.

- 23.3 All Employees required to work on any of the above-noted holidays, shall be paid at the rate of one and one-half (1 1/2) times their standard hourly rate. In addition to pay for hours worked such employees shall receive holiday pay in accordance with Article 23.2.
- 23.4 Part time, Casual and Term employees shall receive 4.5% of their straight-time hourly wages paid in each pay period in lieu of the holidays provided under Article 23.1 and the Employment Standards Act.

ARTICLE 24 - VACATIONS

- 24.1 For the administration of vacations and for the purposes of vacation entitlement, the vacation calendar year shall commence January 1st and end December 31st.
- 24.2 a) All Full-time Employees, save and except Paramedic Services, shall earn vacation credits at the following rates:
- Fifteen (15) days per year during the first year of continuous service;
 - Twenty (20) days per year after one (1) year of continuous service;
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- Twenty-five (25) days per year after five (5) years of continuous service;
- Thirty (30) days per year after ten (10) years of continuous service;
- Thirty-five (35) days per year after twenty (20) years of continuous service.

b) All Full-time Paramedic Services Employees shall earn vacation credits as follows:

- 126 hours per year during the first year of continuous service;
- 168 hours per year after one (1) year of continuous service;
- 210 hours per year after five (5) years of continuous service;
- 252 hours per year after ten (10) years of continuous service;
- 294 hours per year after twenty (20) years of continuous service.

24.3 Any Full-time Employee who is hired during the vacation calendar year will have their vacation entitlement calculated on a pro-rated basis during the first vacation year.

When a Full-time Employee's entitlement increases during the vacation calendar year, that employee will receive the increased entitlement on a pro-rated basis for that vacation calendar year.

24.4 Part-time or Term Employees will receive vacation pay in each pay period based on a percentage of gross wages in that pay period as follows:

- six per cent (6%) / three (3) weeks leave, during the first three (3) years of continuous service;
- eight per cent (8%) / four (4) weeks leave, after three (3) years of continuous service;
- ten per cent (10%) / five (5) weeks leave, after ten (10) years of continuous service;
- twelve per cent (12%) / six (6) weeks leave, after twenty (20) years of continuous service.

Part-time or Term Employees with more than one (1) year of service are required to take a minimum of two (2) weeks leave per year. A Part-time or Term Employee may elect to take all or part of their leave time when in excess of two (2) weeks in any given year as time off.

24.5 When a Part-time or Term Employee's entitlement increases during the vacation calendar year, that employee will receive the increased percentage entitlement on the effective date and the leave based on a prorated basis for that vacation calendar year.



Part-time or Term Employees moving to a full-time position during the vacation calendar year will have their full-time vacation entitlement prorated from the date that they become full-time, to the end of the current vacation calendar year.

The anniversary date for determining full-time equivalent service and initial full-time vacation entitlement and future entitlement increases is calculated based on the Employee's accumulated regular hours of work prior to their full-time start date.

- 24.6 Casual Employees will receive vacation pay of four percent (4%) of gross wages in each pay period, and after five (5) years' continuous service with the Employer, this amount will increase to six percent (6%) of gross wages in each pay period.
- 24.7 If a paid holiday falls or is observed during a Full-time Employee's vacation period, the Employee shall be allowed an additional vacation day with pay at a time mutually designated by the Unit Manager and the Employee.
- 24.8 A Full-time Employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination. Any vacation days taken prior to actually earnings those days will be costed and deducted from an Employee's last pay upon leaving the Board's employ.
- 24.9 Vacation schedules shall be submitted to an employee's immediate Supervisor no later than November 1 of each year, for the upcoming vacation year and shall be posted by November 15 of each year. Additional vacation requests shall be submitted by December 1 of each year. The final vacation schedule shall be posted by December 15 of each year.
- 24.10 By November 1, each full-time Employee shall have submitted a vacation schedule for their full vacation entitlement, less their allowable annual carryover amount, as applicable, for the upcoming vacation administration year, and each part-time and relief part-time Employee shall have submitted a vacation schedule for a minimum of two (2) weeks' vacation, in accordance with article 24.4.

All cancellation requests made after the December 15 schedule is posted, that would result in either:

- a full-time Employee's unbooked vacation exceeding the annual carryover amount, or,
- a part-time Employee not meeting their minimum annual two (2) week vacation requirement under 24.4,

must be accompanied by a request to reschedule the cancelled dates, submitted in accordance with vacation scheduling rules. Should this initial request to reschedule be

denied, the Employee and their Supervisor will ensure that these dates are rescheduled no more than seven (7) calendar days after the request to cancel has been processed.

- 24.11 For all Employees, save and except Paramedics, vacation will be scheduled in minimum increments of one half (1/2) day. Requests to schedule vacation in shorter increments will be considered on an individual basis and approval will be at the immediate Supervisor's discretion.

For Paramedics, absences covered with either vacation, paid holiday bank time, banked overtime, or a combination of two (2) of these three (3), as applicable, will be scheduled in increments of complete shifts. Emergency requests to schedule absences in increments of less than one (1) shift will be considered on an individual basis and approval will be at the immediate Supervisor's discretion.

- 24.12 Seniority within units by administrative areas shall be the determining factor in choosing of vacation periods. Where there is a single Employee in a single location, availability of coverage in adjacent locations will be taken into consideration when setting the vacation schedule.

The Employer shall determine the vacation allocations and staff requirements for the year and endeavour to meet the wishes of the Employees when granting vacation time. When two (2) or more Employees want to take a vacation at approximately the same time and all cannot be spared, the Employee with the most seniority within their unit and within their administrative areas will be given the choice, provided application is made by December 1. After December 1, applications will be considered in the order in which they are received and the Employer shall respond within two (2) weeks of the request. The vacation schedule will be from January 1 to December 31 and shall be posted by December 15.

After the December 1 vacation request deadline, applications for vacation requests and/or cancellations must be received by the Employee's immediate Supervisor no later than seven (7) calendar days prior to the proposed and/or approved vacation days. The decision to grant requests after that date shall be at the discretion of the immediate Supervisor, or their designate.

Paramedic Services Employees must ensure that all requests for January vacation days are made with the November 1 deadline in the following year are submitted prior to the posting of the Paramedic Services schedule as per Article 22.2 (l) covering those vacation days. Such requests will be considered as part of the Employees' pre-January requests and will be processed in accordance with Article 22.2 (m). The Employer shall provide a written reminder to all affected employees of the dates for which the requests must be made by. The written reminder will be released in a timely manner clearly stating the affected dates for which the request is made.

24.13 On September 1 of each year, Supervisors will conduct a review to determine if any Employee has remaining unscheduled vacation credits in excess of the allowed carryover amount. Where excess unbooked hours are identified, the Employee shall meet with their Supervisor to ensure this vacation is scheduled to be taken prior to the end of the calendar year.

If after this meeting the Employee fails to request vacation time from the available dates confirmed by the Supervisor, the Supervisor will schedule the remaining vacation time exceeding the allowed carryover amount.

24.14 Where an employee moves to a different position (either temporary or permanent) after the December 15 vacation request deadline and the employer is unable to accommodate the approved vacation time, that employee shall be given the opportunity to resubmit their vacation request, and the employer shall respond within two (2) weeks of the request.

24.15 In the event of the death of an Employee, their vacation credits shall be paid to their estate.

24.16 An Employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the Employer and Employee.

Upon the request of the Employee, Bereavement Leave or any other approved leave may be substituted for vacation where it can be established by the Employee that such substitution is valid and this provision is not being utilized to circumvent seniority rights to vacation scheduling.

Upon the request of an Employee, sick leave may be substituted for vacation if an Employee's vacation has been interrupted due to illness or injury that requires hospitalization or confinement to bed under a physician's care for a period of three (3) or more working days. Satisfactory evidence of hospitalization or confinement shall be provided to the Chief Administrative Officer or their designate, upon request.

By mutual agreement, a period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

24.17 If an Employee's vacation is denied, then such denial shall be in writing with reasons for such denial clearly stated by the Unit Manager. The Employee has the right to appeal to the Chief Administrative Officer, or their designate.

For Full-time Employees, as of December 31st of each year the total number of shifts for vacation to be transferred into the following year will be limited to sixty (60) hours for Paramedic Services Employees and five (5) shifts for all other Employees. Any hours/ shifts in excess of these respective amounts will be paid out to the Employee.

ARTICLE 25 - LEAVE OF ABSENCE

25.1 UNION / PUBLIC AFFAIRS

The Employer recognizes the right of an Employee to participate in Union affairs and the Employer and Union agree that it is to the advantage of all parties that Employees continue such involvement.

Union Affairs shall be defined as leave related to Local 3631 and the Employer. Union Leave shall be defined as leave related to Local 3631.

Therefore, upon written request, the Employer shall allow Leave of Absence without loss of benefits, so that Employees can participate in the business of the Local Union, National Union and/or Provincial Divisions of these Unions as approved by the Local. Requests in writing shall be submitted to the Chief Administrative Officer or their designate thirty (30) days in advance of the leave. Requests made with less than thirty (30) days' notice will not be unreasonably denied.

- (a) An Employee who is elected to a full-time salary position with the Union, or Union affiliate shall be granted unpaid Leave of Absence without loss of seniority for a period of two years.
 - (b) The elected President or their designate of Local 3631 shall be given a leave of absence with pay to be reimbursed by the Local Union and without loss of seniority, upon written notice thirty (30) days in advance where possible, for the purposes of administering to the business of this Local. Permission for such requests shall not be unreasonably withheld and shall be contingent upon the applicant's workload. Requests made to the Chief Administrative Officer or their designate with less than thirty (30) days' notice will not be unreasonably denied.
 - (c) The Employer recognizes the right of an Employee to participate in Public Affairs. Therefore, upon written request to the Chief Administrative Officer or their designate, the Employer shall allow leave of absence without loss of benefits so that the Employee may be a candidate in Federal, Provincial and Municipal Elections; such leave shall not exceed one (1) month. If elected, Employees shall receive automatic unpaid leave of absence if requested and they shall not be required to terminate their employment with the Employer unless such termination is required by any Provincial or Federal Act.
 - (d) Representatives of the Union as per Article 10.1, 10.2, (Labour/Management); 11.1, 11.2, (Grievance, Joint Job Evaluation); 12.1 (Bargaining); and 32.4 (Health and Safety) and any other mandated Union / Employer committees shall be granted necessary leave of absence with pay during working hours for the purpose of administering to business pertaining to this collective agreement.
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25.2 BEREAVEMENT LEAVE

- (a) A Full-time Employee shall be allowed three (3) shifts leave of absence with pay in the event of the death of their spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-parent, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, or guardian. The definition of 'spouse' shall include a same-sex spouse or common law partner.
 - (b) A Part-time Employee, Casual Employee or a Term Employee who was scheduled and would have otherwise been at work shall be allowed two (2) shifts leave of absence with pay in the event of the death of their spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-parent, stepson, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, or guardian. The definition of 'spouse' shall include a same-sex spouse or common law partner.
 - (c) A Full-time or Part-time Employee, or a Term Employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay in the event of the death and to attend the funeral, celebration of life service or interment of their aunt, uncle, niece, or nephew. The same shall apply to a Casual Employee who is scheduled and would have otherwise been at work.
 - (d) In addition to the forgoing, a Full-time or Part-time Employee, or a Term Employee shall be allowed up to two (2) days leave of absence without pay to attend the funeral, celebration of life service or interment of a relative listed in Articles 25.2(b) and 25.2(c) above if the location of the funeral is greater than five hundred kilometres (500 km) from the Employee's residence.
 - (e) Bereavement leave shall be taken immediately prior to, during or immediately following the date of the funeral, celebration of life service or interment.
 - (f) An employee may defer one (1) or more days of their Bereavement Leave to be used for the attendance at the funeral, celebration of life service or actual interment.
 - (g) A Full-time, Part-time or Term employee may request Special and Compassionate Leave (Art. 25.10) to attend the funeral of a person with whom they have a significant personal relationship comparable to that which one typically has with a close family member.
 - (h) A Full-time, Part-time or Term employee may request additional days' leave where 22.5 (a) or (b) or (c) applies, under Special and Compassionate Leave (Article 25.10).
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25.3 PREGNANCY

- (a) The Chief Administrative Officer, or their designate, shall grant leave-of-absence without pay for the purpose of childbirth to a female employee who has been employed with the Board at least thirteen (13) weeks prior to her expected delivery date.
 - (b) The leave-of-absence shall be in accordance with the provisions of The Employment Standards Act. Vacation credits, seniority and service continue to accrue during pregnancy leave.
 - (c) An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
 - (d) In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) for the first week, payment will be equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her job classification, which she was receiving on the last day worked prior to commencement of the pregnancy leave, and
 - (ii) up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her job classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave.
 - (iii) for Part-time employees the actual weekly rate will be the average of thirteen (13) weeks' earnings immediately preceding the start of the approved Employment Insurance claim.
 - (e) Notwithstanding Article 27 (Benefits), an employee receiving the pregnancy leave allowance under the Supplementary Unemployment Benefit Plan shall have her benefits coverage continued during the period she receives pregnancy allowance.
 - (f) A female Employee returning from a leave-of-absence under Article 25.3 to the Board with which she was employed immediately prior to such leave shall be assigned to her former position and be paid at the step in the salary range that she would have attained had she worked during the leave-of-absence.
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- (g) Notwithstanding Articles 25.3(e), the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustments to which she may be entitled.
- (h) The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified practitioner.

25.4 PARENTAL LEAVE

- (a) The Chief Administrative Officer, or their designate shall grant a leave-of-absence without pay for the employee who has been employed with the Board at least thirteen (13) weeks prior to qualifying for parental leave under the provisions of the Employment Standards Act.
 - (b) The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act. Vacation credits, seniority and service continue to accrue during parental leave.
 - (c) Parental leave may begin,
 - (i) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
 - (ii) no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
 - (iii) the parental leave of a person who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. Parental leave shall end sixty-one (61) weeks after it begins or on an earlier day if the person gives the employer at least four (4) weeks written notice of that day.
 - (iv) the parental leave of a person who does not take pregnancy leave shall end sixty-three (63) weeks after it begins, or on an earlier day if the person gives the employer at least four (4) weeks written notice of that day.
 - (d) An employee on parental leave shall have their benefit coverage continued unless they elect in writing not to do so.
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- (e) An employee entitled to parental leave and who provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan. This benefit applies to Employees who have not received an allowance for pregnancy leave under Article 25.3, with respect to the same event.
 - (f) In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) for the first week, payment will be equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their job classification, which they were receiving on the last day worked prior to the commencement of the parental leave.
 - (ii) up to a maximum of eleven (11) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for their job classification, which they were receiving on the last day worked prior to the commencement of the parental leave.
 - (iii) for Part-time employees the actual weekly rate will be the average of thirteen (13) weeks earnings immediately preceding the start of the parental leave.
 - (iv) Where the employee provides proof that they are receiving an additional five (5) weeks of Employment Insurance Benefits because of the physical, psychological or emotional condition of the child, then the employee will also receive an additional five (5) weeks of supplement as provided for in (ii) above.
 - (v) Where, during the term of this agreement, the Employment Insurance legislation is amended to provide up to fifteen (15) weeks entitlement, then the time period in sub-section (ii) will be amended accordingly.
 - (g) Except for an employee to whom Article 25.3 applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than eight (8) weeks.
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25.5 ADOPTION LEAVE

- (a) An employee entitled to parental leave in accordance with 25.4 and for the purpose of adoption and who provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
 - (b) In respect of the period of parental leave for the purpose of adoption, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) for the first week, payment will be equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their job classification, which they were receiving on the last day worked prior to the commencement of the adoption leave.
 - (ii) up to a maximum of eleven (11) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for their job classification, which they were receiving on the last day worked prior to the commencement of the adoption leave.
 - (iii) for Part-time employees the actual weekly rate will be the average of thirteen (13) weeks earnings immediately preceding the start of the adoption leave.
 - (iv) Where the employee provides proof that they are receiving an additional five weeks of Employment Insurance Benefits because of the physical, psychological or emotional condition of the newly adopted child, then the employee will also receive an additional five (5) weeks of supplement as provided for in (ii) above.
 - (v) Where, during the term of this agreement, the Employment Insurance legislation is amended to provide up to fifteen (15) weeks entitlement, then the time period in sub-section (ii) will be amended accordingly.
 - (c) Notwithstanding Article 27 (Benefits), an employee receiving the adoption leave allowance under the Supplementary Unemployment Benefit Plan shall have their benefit coverage continued during the period they receive the adoption leave allowance.
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- (d) An employee returning from a leave-of-absence under Article 25.5 to the Board, shall be assigned to their former position and be paid at the step in the salary range that they would have attained had the leave-of-absence not been granted.
- (e) Notwithstanding sub-section 25.3(g), the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the adoption leave, including any retroactive salary adjustment to which they may have been entitled.

25.6 COURT DUTY

The Employer shall pay to any Employee who is required to report for jury duty or as a subpoenaed witness on their regular work day and who produces a satisfactory statement that they did so report, an allowance equivalent to the difference between (a) their regular straight time daily rate and (b) the jury pay or witness fee received by them for that day.

An employee subpoenaed to attend court, on the employee's days off, as a witness relative to an incident that occurred pursuant to the performance of that employee's duties, shall be paid a minimum of four (4) hours pay, or for all hours of actual court time, whichever is the greatest.

For an Employee subpoenaed to attend court as a witness relative to an incident that occurred pursuant to the performance of that employee's duties, the allowances provided under article 29 shall apply.

When a previous Employee, an Employee on lay off, or a retired Employee must appear in court on an issue related to prior work with the Employer, they shall be paid the difference between their applicable straight time hourly rate on their last day of work and the jury pay or witness fee received by them for that day.

25.7 STAFF DEVELOPMENT

- (a) Employees, as a condition of employment, shall undertake if asked to do so, special training courses or refresher courses at the expense of the Board, to participate in workshops, and attend other conferences and meetings as may be deemed desirable. Encouragement shall be given to Employees to develop their professional growth and leadership abilities in these ways and through the provision of reading material, staff conferences, community meetings, and other public relations work.
- (b) All Employees agree to take further academic training when requested to do so with the following conditions:
 - (i) The Employee is accepted by the educational Institution;

- (ii) Financial assistance to be provided by the Employer in accordance with the guidelines mutually set by the Labour/Management Committee;
- (iii) Should the Employee leave the Board's employ within six (6) months of the receipt of training expenses, the amount of those expenses may be deducted from the final pay adjustments to the Employee;
- (iv) The Employer agrees to give three (3) months' notice before required start of such leave.

An Employee refusing to undertake such training within the District of Algoma may be displaced by a better qualified person.

- (c) Leave of absence for educational purposes with or without pay may be granted by the Employer to Employees who completed a minimum of two (2) years continuous service. The Employer may assist the Employees through loans to undertake such further study subject to 25.7(b)(iii).
- (d) Each professional Employee has the right to request leave with no loss of salary to a maximum of five (5) working days per year to attend professional development courses at the Employee's own expense, provided that the course is approved by the Chief Administrative Officer, or their designate and that such leave does not interfere with the efficient operations of the Board.
- (e) Any Employee may attend a relevant educational conference course or weekend conference with no loss of salary and with expenses paid if approved by the Chief Administrative Officer, or their designate.

25.8 UNPAID LEAVE

An employee shall be entitled to Leave of Absence without pay and without loss of seniority for a reasonable period of time for good and sufficient cause, if they can be spared. Such request shall be in writing and shall have the approval of the Chief Administrative Officer, or their designate. The maximum length of time involved would be three (3) months.

25.9 SPECIAL AND COMPASSIONATE LEAVE

- (a) The Chief Administrative Officer, or their designate may grant an employee leave of absence with pay for not more than three (3) days in a year upon special or compassionate grounds.
 - (b) The granting of leave under this article shall not be dependent upon or charged against accumulated credits.
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- (c) In extreme circumstances, leave of absence with pay may be granted for special or compassionate purposes to an employee for a period of:
 - (i) not more than six (6) months with the approval of the Chief Administrative Officer, or their designate;
 - (ii) over six (6) months with the approval of the Board.

ARTICLE 26 - SHORT TERM SICK LEAVE

- 26.1 Accumulated sick leave credits earned prior to October 1, 1993 shall be transferred to the Short Term Sick Leave Plan as Accumulated Attendance Credits.
 - 26.2 A Full-time Employee who is unable to attend to their duties due to sickness or injury is entitled to leave-of-absence with pay in each calendar year as follows:
 - (a) with regular salary for the first six (6) shifts of absence;
 - (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence in each calendar year.
 - 26.3 A Full-time Employee is not entitled to leave-of-absence with pay under Article 26.2 until they have completed twenty (20) consecutive working days of employment.
 - 26.4 Where a Full-time Employee is on a sick leave-of-absence which commences in one calendar year and continues into the following calendar year, they are not entitled to leave-of-absence with pay under Article 26.2 for more than one hundred and thirty (130) working days in the two (2) years until they have returned to work for twenty (20) consecutive working days.
 - 26.5 A Full-time Employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year under Article 26.1 must complete twenty (20) consecutive working days before they are entitled to further leave under Article 26.2 in the next calendar year.
 - 26.6 The pay of a Full-time Employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.
 - 26.7 A Part-time Employee, or a Term Employee, shall receive two percent (2%) in lieu of Short Term Sick Leave on their straight time hourly rate.
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26.8 USE OF ACCUMULATED CREDITS

- (a) An Employee on leave-of-absence under sub-section 26.2(b) of this Article may at their option, have one-quarter ($\frac{1}{4}$) of a day deducted from their accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.
- (b) An Employee who is absent from their duties due to sickness or injury beyond the total number of days provided for in Article 26.2 shall have their accumulated credits reduced by a number of days equal to such absence and they shall receive their regular pay for that period.
- (c) Article 26.8(b) does not apply to an Employee when they qualify for and elect to receive benefits under the Long Term Income Protection Plan.

26.9 Where, for reasons of health, an Employee is frequently absent or unable to perform their duties, the Employer may require them to submit to a medical examination at the expense of the Employer.

26.10 After five (5) days' absence caused by sickness, the Chief Administrative Officer, or their designate may request a certificate of a legally qualified medical practitioner, certifying that the Employee is unable to attend to their duties. The medical practitioner shall also indicate the specific duties that the Employee can perform so that the Employer can attempt to provide modified work.

Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the Chief Administrative Officer, or their designate may require an Employee to submit a medical certificate for a period of absence of less than five (5) days.

26.11 Employees returning from Long Term Disability to resume employment must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.

26.12 For the purposes of this Article, twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an Employee is unable to attend to their duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

26.13 Upon dismissal, resignation, or retirement of an Employee, remuneration equal to one-half ($\frac{1}{2}$) accumulated attendance credits shall be paid after five (5) years of service. The payout for an Employee who qualifies is based on their daily pay rate on the last day worked.

ARTICLE 27 - BENEFITS

- 27.1 For Full-time Employees the Employer agrees to administer and pay the full cost of the following plans:
- (a) Life Insurance of 200% of annual earnings to a maximum of \$150,000, with a minimum of \$10,000 as per the attached Schedule "C".
 - (b) Accidental Death and Dismemberment as per the attached Schedule "C".
 - (c) Supplementary Health & Hospital as per attached Schedule "C".
 - (d) Dental as per attached Schedule "C".
- 27.2 For Full-time Employees the Employer agrees to administer and pay the monthly premiums for vision care, as per attached Schedule "C".
- Employees are responsible to pursue all avenues that are available to have eye exams fully paid by OHIP. In the event the Employee is unable to have the eye exam paid by OHIP, the benefit plan shall cover one eye exam every two years per family member.
- 27.3 For Full-time Employees the Employer agrees to pay the monthly premiums of the Long Term Disability Plan, as per attached Schedule "C".
- 27.4 For Full-time Employees the Employer agrees to administer and the Employees agree to pay the monthly premiums of the Optional and Dependent Life Insurance as per attached Schedule "C".
- 27.5 For Part-time, Casual, or Term Employees who have completed three (3) months of work an additional eight percent (8%) salary shall be paid to Employees in lieu of benefits, on their straight time hourly rate.
- 27.6 Any savings resulting from the Employment Insurance Premium Reduction Plan will be shared on a fifty-fifty (50-50) basis with Employees. The calculation of savings will be completed in December of each year and will be paid out no later than December 31 of each year.
- 27.7 Employees who retire from their employment with the Employer shall be allowed to continue on retiree benefits subject to the Employee having 20 years of service and being 55 years of age. Such coverage will terminate at age 65. Retirees shall have the following coverage: Supplementary Health and Hospital, Dental and Prescription Drug coverage. The Employee and Employer will share the cost of these benefits: thirty percent (30%) Employee and seventy percent (70%) Employer. An Employee's seniority transferred from
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a previous employer shall be included in determining a retiree's eligibility for the purposes of this article.

- 27.8 Survivor benefits will be provided by the Employer for an insured Full-time Employee's eligible dependents for a period of three (3) months following the death of the Employee. These benefits shall be limited to Supplementary Health and Hospital, Dental and Prescription Drug coverage.

ARTICLE 28 - O.M.E.R.S.

- 28.1 The Ontario Municipal Employees Retirement System (OMERS) was introduced in October of 1981. Membership for all Employees will be in accordance with provisions of the plan.
- 28.2 Should optional enhancements under the Ontario Municipal Employees' Retirement System (OMERS) become available as a result of amendments to the OMERS plan, the Employer agrees to enter into discussions with the Union in this regard.

ARTICLE 29 - ALLOWANCES

- 29.1 If an Employee is required to use their own automobile on the Employer's business an allowance shall be paid at the year's posted January 15 and July 15 published Canada Revenue Agency (CRA) rate per kilometer. Use of a privately owned automobile is not a condition of employment.

29.2 Insurance

Any Employee driving a car for the Employer which is not owned by the Employer shall receive \$100.00 (One Hundred Dollars) semi-annually to cover the difference in car insurance between personal driving and coverage for business and personal use. Liability coverage shall be a minimum of One Million (\$1,000,000.00) Dollars.

Any Employee claiming this benefit must provide at least once annually, and upon their first claim each year for this allowance, proof of the required insurance. Any subsequent changes in insurance status must be reported immediately to the Chief Administrative Officer, or their designate.

29.3 Mileage and Travel Time

Each employee has a primary assigned office/base/Housing Services property, from which all their mileage and travel time will normally be calculated, however, if their starting point and/or destination is other than their primarily assigned office/base/Housing

Services property, mileage and travel time will be based on the shorter distance actually travelled.

The following mileage charts represent the calculated distances between Area Office locations and Paramedic Services Base locations for the purpose of mileage claim submissions, and the order of proximity between these locations.

Area Offices:

	Wawa	Thessalon	Blind River	Elliot Lake
Wawa		313	367	424
Thessalon	313		54	112
Blind River	367	54		58
Elliot Lake	424	112	58	

Paramedic Services Bases:

PS Base Mileage Chart

	Elliot Lake	Blind River	Thessalon	Head Office	Richards Landing	Sault Ste Marie	Wawa	Dubreuilville	White River	Homepayne
Elliot Lake		55	112	14	162	201	425	491	512	610
Blind River	55		57	59	07	146	370	436	457	555
Thessalon	112	57		5	51	86	314	380	401	499
Head Office	14	59	5		55	94	315	384	405	503
Richards Landing	162	07	51	55		58	286	353	373	471
Sault Ste. Marie	201	146	86	94	58		226	292	313	411
Wawa	425	370	314	315	286	226		74	95	193
Dubreuilville	491	436	380	384	353	292	74		83	181
White River	512	457	401	405	373	313	95	83		100
Homepayne	610	555	499	503	471	411	193	181	100	

29.4 Traffic Violations

Any fines incurred as a result of traffic violations will be the responsibility of the Employee involved and not of the Employer.

29.5 Meals

(a) A meal allowance will be allowed when the Employee is traveling on agency business during a normal meal period and is more than twenty-four (24) kilometres from their assigned office/base for the duration of the following time periods.

- Breakfast \$15.00 – Normal Hours: Between 6:00 a.m. and 7:00 a.m.
- Lunch \$20.00 – Normal Hours: Between 12:00 p.m. and 1:00 p.m.
- Supper \$30.00 – Normal Hours: Between 6:00 p.m. and 7:00 p.m.



- (b) When a Paramedic Services Employee is traveling on agency business during the evening/night shift and is more than twenty-four (24) kilometres from their assigned office/base for the duration of the following time periods.
- Breakfast \$15.00 – Normal Hours: Between 6:00 p.m. and 7:00 p.m.
 - Lunch \$ 20.00 – Normal Hours: Between 12:00 a.m. and 1:00 a.m.
 - Supper \$30.00 – Normal Hours: Between 6:00 a.m. and 7:00 a.m.
- (c) Notwithstanding (a) and (b), a meal allowance may be requested when a Paramedic Services Employee is working at their normal assigned base and is away from that base performing agency business (i.e. on ambulance calls for service) for the duration of the lunch period (either 29.5 (a) or 29.5 (b), as applicable).
- (d) Where Paramedic Employees work at other than their assigned bases, in accordance with Article 22.2 (n), such Employees shall be entitled to receive allowances provided for mileage, insurance, and meals as per Articles 29.1, 29.2 and 29.3.
- (e) An Employee who continues to work more than two (2) hours of overtime immediately following their scheduled hours of work without notification of the requirement to work such overtime, prior to the end of their previously scheduled shift, shall be paid a meal allowance of thirty (30) dollars except where free meals are provided or where the Employee is being compensated for meals on some other basis.
- (f) A reasonable time with pay shall be allowed the Employee for the meal break either at or adjacent to their work place.
- (g) Cost of meals will not be allowed in cases where meals are made available by the Employer at no cost to the Employee, except in circumstances where an Employee is required to follow a particular diet which has been medically prescribed or is mandated by the Employee's religion and the Employer does not provide meals which meet the requirements of the diet.
- (h) The criteria for any requests for allowances under this Article may be subject to validation by the Chief Administrative Officer or their designate. Employees will be notified of any denials within a reasonable time period.

29.6 Per Diem Rate for Out-Of-Town Meetings

- (a) Where overnight accommodation is required, Employees who are asked by the Employer to attend meetings outside of their normal place of work are to be paid traveling expenses and a per diem in accordance with the Employer's current Travel Policy. Per diem rates shall be at least the following:
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- Out of Town (north and inclusive of Parry Sound) \$210.00
 - Out of Town (south of Parry Sound) \$300.00
- (b) Notwithstanding the above the Employee may elect with agreement of the Employer to have accommodation paid directly by the Employer. Meals will be subject to payment on the basis of the meal allowance. Upon presentation of adequate receipts the Employer shall pay for essential incidental expenses (i.e. bus fare, cab fare, or parking, etc.)
- (c) It is understood that a per diem rate includes overnight accommodation and the breakfast, lunch and dinner meals. If any meal cannot be claimed due to time rules or because it was paid by a third party the per diem rate will be reduced by the appropriate amount.
- (d) Where an Employee is travelling on the Employer's business and is required to obtain overnight accommodations due to road closures or inability to safely continue working due to fatigue, the Employer will book and pay for hotel accommodations and relieve the Employee from duty for a sufficient period of time to rest. Once the Employee resumes travelling to their destination, they shall be considered back on duty.

29.7 Uniforms

Where uniforms or special clothing are required, the Employer shall supply such items.

29.8 Fees

- (a) The Employer shall reimburse the Employee for payment of registration and one-time application fee for legislated job-specific requirements.
- (b) The Employer shall reimburse Employees who are required to maintain an Ontario Class 'F' Driver's License for the cost of medical examinations required to maintain this license.
- (c) Where an Employee requires a special class of driver's license the Employer will reimburse such Employees for mandatory testing fees required to maintain this licensing (i.e. Class F driver's license).

29.9 Housing Services Building Custodians / Contact Tenants

- (a) The Employer will provide telephone service for these Employees with any personal long distance being reimbursed by the Employee.
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- (b) Building Custodians required to live on site will pay their rent based on the rent geared to income rules subject to the maximum market rent chargeable. This rent shall include heat, hydro and water.
- (c) In the event that a Building Custodian or Contact Tenant Employee who formed part of the Transfer Order on September 1, 2001 remains an Employee of the Employer on or after January 1, 2016, that individual shall be entitled to the provisions of the former Schedule 'C' included in the collective agreement effective January 1, 2012 to December 31, 2015. Where there are dual entitlements, Schedule 'C' shall prevail.

ARTICLE 30 - NO STRIKES OR LOCKOUTS

- 30.1 There shall be no lockout by the Employer and the Union shall not cause, direct or consent to any strike interruption, work stoppage, or any other collective action or interference on the part of Employees during the term of this agreement or during the conciliation period when provisions of the Labour Relations Act will prevail.

ARTICLE 31 - BULLETIN BOARD

- 31.1 The Employer agrees that the Union shall have the right to use the Bulletin Boards supplied by the Employer and located in each office location of the Employer. Such Bulletin Board to be used to post notices of meetings and other such notices that may be of interest to the Employees concerned.

ARTICLE 32 - GENERAL

- 32.1 Whenever the singular is used in this Agreement it shall be considered as if the plural, where the context of the part of the parties hereto so requires.
- 32.2 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall print, cost to be shared equally between the Union and the Employer, sufficient copies of the Agreement to be made available as soon as possible after signing.
- 32.3 Access to Personnel File

Under Human Resources supervision an Employee shall have the right to have access to review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

32.4 Health and Safety

- (a) The Employer agrees to follow the Employer's duties as outlined in the Occupational Health and Safety Act.
- (b) It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all Employees.
- (c) Any unanimous recommendations of the Joint Health and Safety Committee should be implemented. The Employer shall respond to the Joint Health and Safety Committee within thirty-one (31) days of receiving any recommendations which have not been acted upon.
- (d) The Employer shall arrange a meeting of all Workplace Health and Safety Representatives once per calendar year to review their mandate under the Terms of Reference for Workplace Health and Safety Representatives.

32.5 Employee Protection

The Employer shall provide legal counsel and protection to Employees who are being sued in the civil courts for any reason arising out of or during the performance of authorized Board duties and shall pay for all costs arising therefrom.

In a situation where a worker is assaulted in the course of their duties the Employee shall inform the Employer of their intent to lay criminal charges.

The Employer shall provide for all costs arising therefrom.

32.6 Base Hospital Certification

In the event that a Paramedic has their certification to work as a Primary Care Paramedic suspended by "Base Hospital" (or any other governing body outside of the Board having the authority to take such action), the Employer shall first attempt to make reasonable accommodation into other work while the Employee so affected makes efforts to resolve the issues which resulted in the suspension of certification. Should the Employer not be able to make an accommodation in the circumstance because of a lack of suitable available work, the affected Employee shall be placed on unpaid leave until such certification is reinstated by "Base Hospital" (or any other governing body outside of the Board having the authority to take such action).

In all instances of decertification the Parties agree to meet to discuss the possibility of an appropriate accommodation in the circumstance. The Employer shall retain the right to grant or deny any accommodation based on operational requirements.

In the event that the affected Employee's suspended certification mentioned above has not been resolved within twelve (12) months of the date upon which the suspended certification was imposed, the Employer shall have the right to rely on the unresolved issue as just cause for termination; however, the Employee so affected shall have the right to file a grievance with respect to the employer's actions and the arbitration process included in this collective agreement shall apply.

The foregoing shall not preclude or in any way limit the Employer's rights under Article 4 – Management Rights.

ARTICLE 33 - TECHNOLOGICAL AND OTHER CHANGES

33.1 Technological Change

The term "Technological Change" is to be interpreted to include changes in work methods, introduction of new equipment, machinery, or automation of production control processes, including any new software.

33.2 Adverse Effects

In carrying out technological change, the Employer agrees to minimize adverse effects on Employees.

33.3 Advance Notice

When the Employer is considering the introduction of technological change:

- (a) The Employer agrees to notify the Union through the Labour Management Committee as far as possible in advance of their intentions and to update the information provided as new developments arise and modifications are made;
 - (b) The foregoing notwithstanding, the Employer shall provide the Union, at least thirty (30) 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.
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33.4 Data to be Provided

The notice mentioned in Article 33.3 shall be given in writing and shall contain pertinent data, including:

- the nature of change;
- the date on which the Employer proposes to effect the change;
- the approximate number, type and location of Employees likely to be affected by the change;
- the effects the change may be expected to have on Employees' working conditions and terms of employment.

33.5 Income Protection

An Employee whose job is changed or who is displaced from their job by virtue of technological change will suffer no reduction in regular bi-weekly earnings.

33.6 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 not to exceed one year, during which they may perfect or acquire the skills and knowledge 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 in pay upon being reclassified in the new position.

The Employer will assist Employees who are required to maintain certification in CPR and First Aid by offering in-house training and certification at the employer's expense. Employees who require such certification and do not utilize this assistance will maintain their qualifications at their own expense.

33.7 Additional Training

Should the introduction of new methods of operation create a need for additional skills/knowledge requiring a training period longer than one (1) year, the additional training time shall be provided unless the Employer can prove it is economically prohibitive.

Where ever possible, mandatory training will be provided during the base hospital (BH) spring and fall rounds by extending the day up to twelve (12) hours.

33.8 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.

ARTICLE 34 – PAYMENT OF WAGES

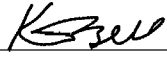
- 34.1 The Employer shall pay wages bi-weekly in accordance with Schedule “A” attached hereto, unless otherwise agreed to by the parties. For each payday Employees shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.
- 34.2 All Employees covered by this Agreement will be paid by direct deposit every second Wednesday. Should a statutory holiday fall on the Wednesday of a pay week then cheques will be deposited into accounts the day prior. Any hold back in wages shall be paid in full on termination of employment, subject to deductions for unearned vacation and statutory holiday already utilized.
- 34.3 Full-time Employees shall move annually to the next pay level within their pay grid on their date of hire with date of hire to be the first day actually worked as outlined in Article 24.5.
- 34.4 Part-time and term Employees shall move to the next pay level when their hours of work equal the annual hours of work as set out in the Hours of Work Article.
- 34.5 Casual Employees shall move to the next pay level when their hours of work equal the annual hours of work as set out in the Hours of Work Article.

ARTICLE 35 - TERM OF AGREEMENT

- 35.1 This agreement shall be binding and remain in effect from 01 January 2024 to 31 December 2027 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least 90 days prior to 31 December 2027 that it desires its termination or amendment.
- 35.2 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of the Agreement.
- 35.3 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within a period of thirty (30) days from the termination date of contract, if required to do so.
-


AGREED TO THIS 11th DAY OF JULY, 2024:

ALGOMA DISTRICT SERVICES
ADMINISTRATION BOARD



Keith Bell (Jul 12, 2024 07:37 EDT)

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3631




Lee Lamoureux (Jul 11, 2024 12:36 EDT)



Stanno-Danielle Bell



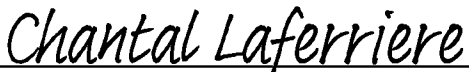
Grace Mooney (Jul 11, 2024 13:00 EDT)




Natalie Sutherland (Jul 16, 2024 08:26 EDT)



Carole Charbonneau (Jul 11, 2024 13:59 EDT)



Chantal Laferriere (Jul 12, 2024 08:38 EDT)



Melinda Genys (Jul 11, 2024 13:31 EDT)



SCHEDULE "A"

WAGE GRID – CLIENT SERVICES

Client Services		Current	01-Jan-24	01-Jan-25	01-Jan-26	01-Jan-27
Client Services Support	Level I	\$30.87	\$31.80	\$32.75	\$33.65	\$34.58
	Level II	\$31.34	\$32.28	\$33.25	\$34.16	\$35.10
	Level III	\$31.84	\$32.80	\$33.78	\$34.71	\$35.66
	Level IV	\$32.40	\$33.37	\$34.37	\$35.32	\$36.29
	Level V	\$32.96	\$33.95	\$34.97	\$35.93	\$36.92
Client Services Program Assistant	Level I	\$30.99	\$31.92	\$32.88	\$33.78	\$34.71
	Level II	\$33.60	\$34.61	\$35.65	\$36.63	\$37.63
	Level III	\$34.18	\$35.21	\$36.26	\$37.26	\$38.28
	Level IV	\$34.88	\$35.93	\$37.00	\$38.02	\$39.07
	Level V	\$35.49	\$36.55	\$37.65	\$38.69	\$39.75
Client Services Worker/ Family Support Worker	Level I	\$39.53	\$40.72	\$41.94	\$43.09	\$44.28
	Level II	\$40.32	\$41.53	\$42.78	\$43.95	\$45.16
	Level III	\$41.16	\$42.39	\$43.67	\$44.87	\$46.10
	Level IV	\$42.00	\$43.26	\$44.56	\$45.78	\$47.04
	Level V	\$42.84	\$44.13	\$45.45	\$46.70	\$47.98



SCHEDULE "A"

WAGE GRID – FINANCE

Finance		Current	01-Jan-24	01-Jan-25	01-Jan-26	01-Jan-27
Financial Assistant	Level I	\$30.99	\$31.92	\$32.88	\$33.78	\$34.71
	Level II	\$33.60	\$34.61	\$35.65	\$36.63	\$37.63
	Level III	\$34.18	\$35.21	\$36.26	\$37.26	\$38.28
	Level IV	\$34.88	\$35.93	\$37.00	\$38.02	\$39.07
	Level V	\$35.49	\$36.55	\$37.65	\$38.69	\$39.75
Finance Clerk	Level I	\$30.74	\$31.66	\$32.61	\$33.51	\$34.43
	Level II	\$31.24	\$32.18	\$33.14	\$34.05	\$34.99
	Level III	\$31.80	\$32.75	\$33.74	\$34.66	\$35.62
	Level IV	\$32.35	\$33.32	\$34.32	\$35.26	\$36.23
	Level V	\$32.96	\$33.95	\$34.97	\$35.93	\$36.92
Computer Systems Property Maintenance Assistance (8 hours per day)	Level I	\$30.74	\$31.66	\$32.61	\$33.51	\$34.43
	Level II	\$31.24	\$32.18	\$33.14	\$34.05	\$34.99
	Level III	\$31.80	\$32.75	\$33.74	\$34.66	\$35.62
	Level IV	\$32.35	\$33.32	\$34.32	\$35.26	\$36.23
	Level V	\$32.96	\$33.95	\$34.97	\$35.93	\$36.92



SCHEDULE "A"

WAGE GRID – HOUSING SERVICES

Housing Services		Current	01-Jan-24	01-Jan-25	01-Jan-26	01-Jan-27
Housing Services Program Assistant	Level I	\$30.99	\$31.92	\$32.88	\$33.78	\$34.71
	Level II	\$33.60	\$34.61	\$35.65	\$36.63	\$37.63
	Level III	\$34.18	\$35.21	\$36.26	\$37.26	\$38.28
	Level IV	\$34.88	\$35.93	\$37.00	\$38.02	\$39.07
	Level V	\$35.49	\$36.55	\$37.65	\$38.69	\$39.75
Technical Services Maintenance Assistant	Level I	\$35.03	\$36.08	\$37.16	\$38.19	\$39.24
	Level II	\$35.52	\$36.59	\$37.68	\$38.72	\$39.78
	Level III	\$36.07	\$37.15	\$38.27	\$39.32	\$40.40
	Level IV	\$36.61	\$37.71	\$38.84	\$39.91	\$41.01
	Level V	\$37.20	\$38.32	\$39.47	\$40.55	\$41.67
Tenant Support Worker	Level I	\$39.53	\$40.72	\$41.94	\$43.09	\$44.28
	Level II	\$40.32	\$41.53	\$42.78	\$43.95	\$45.16
	Level III	\$41.16	\$42.39	\$43.67	\$44.87	\$46.10
	Level IV	\$42.00	\$43.26	\$44.56	\$45.78	\$47.04
	Level V	\$42.84	\$44.13	\$45.45	\$46.70	\$47.98
Contact Tenant	Hourly	\$26.01	\$26.79	\$27.59	\$28.35	\$29.13
Building Custodian	Hourly	\$30.62	\$31.54	\$32.48	\$33.38	\$34.30
ON-SITE Custodian Premium		\$3.05	\$3.05	\$3.05	\$3.05	\$3.05
SHIFT BONUS: for all hours worked outside of normal working hours of operation		\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
SATURDAY AND SUNDAY WORK		\$1.45	\$1.45	\$1.45	\$1.45	\$1.45

SCHEDULE "A"

WAGE GRID – PARAMEDIC SERVICES

Paramedic Services		Current	01-Jan-24	01-Jan-25	01-Jan-26	01-Jan-27
EMA	Level I	\$35.73	\$36.80	\$37.91	\$38.95	\$40.02
	Level II	\$37.54	\$38.67	\$39.83	\$40.92	\$42.05
	Level III	\$39.04	\$40.21	\$41.42	\$42.56	\$43.73
Primary Care Paramedic (PCP)	Level I	\$37.86	\$39.00	\$40.17	\$41.27	\$42.41
	Level II	\$39.96	\$41.16	\$42.39	\$43.56	\$44.76
	Level III	\$41.83	\$43.08	\$44.38	\$45.60	\$46.85
Primary Care Paramedic (PCP) Work Group Leader		\$44.52	\$45.86	\$47.23	\$48.53	\$49.86
ON-CALL RATE:		\$5.15	\$5.15	\$5.15	\$5.15	\$5.15
AFTERNOON/NIGHT SHIFT PREMIUM*: for all hours worked where the majority of their scheduled hours fall between 19:00 and 07:00		\$1.45	\$1.45	\$1.45	\$1.45	\$1.45
WEEKEND PREMIUM*: for all hours worked where the majority of their hours fall between		\$1.45	\$1.45	\$1.45	\$1.45	\$1.45

*Afternoon/night shift and weekend premium shall be paid concurrently.

On April 1st annually, the Employer shall conduct a survey of the rates of pay of the following five service providers: City of Thunder Bay, City of Sault Ste Marie, City of Greater Sudbury, Manitoulin-Sudbury District Social Services Administration Board and Cochrane District Social Services Administration Board. The rates of pay will be averaged from these five providers using the starting rate and the maximum rate. The Employer will ensure that its rates are adjusted so that they are 100% of the average starting rates and maximum rates. The effective date of the rate change will be April 1, 2016 and thereafter, April 1st annually, for the duration of this agreement. At no time shall the Employer pay less than provided for in the current Collective Agreement.

April 1 Survey – 2024

No adjustment from 2024 Survey.



SCHEDULE 'B'

to the Collective Agreement

Essential Services Agreement

B E T W E E N:

**ALGOMA DISTRICT SERVICES
ADMINISTRATION BOARD (ADSAB)**

(Hereinafter referred to as "the Board")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3631**

(Hereinafter referred to as "the Union")

WHEREAS the Board has assumed control over Land Ambulance Services within ADSAB's jurisdiction within the District of Algoma effective January 1, 2001.

WHEREAS the Union and the Board recognize that all negotiations for renewal or amendments to this Collective Agreement shall be subject to the terms of the Ontario Labour Relations Act, 1995, and Ambulance Services Collective Bargaining Act, 2001, to ensure the provision of essential ambulance services in the event of a strike or lock-out of ambulance workers and any amendments thereto.

WHEREAS the Union and the Board agree that the maintenance of essential services during a work stoppage is the joint responsibility of the parties because the absence of such services could pose an immediate and serious danger to the safety or health of the public.

WHEREAS the Union and the Board agree that any reduction of services in the event of a strike or lockout may necessitate the closure of an ambulance base and thus may result in hardship to a particular community or area within ADSAB's jurisdiction.

WHEREAS the Union and the Board agree this addendum will form part of the collective Agreement and remain in force and effect in the event of a strike or lockout from the date of signing.

WHEREAS the Union and Board agree to the terms, conditions and maintenance of essential services as follows:

- A) In the event of a strike or lockout, it is understood and agreed that those employees required to work under this agreement will perform their duties as provided for in this essential services agreement.
 - B) The wage rates and all other terms and conditions of employment and all rights, privileges and duties of the employer, the bargaining agent and the employees in the bargaining unit that were in effect immediately before any strike or lockout shall remain in force until such time as a new or amended collective agreement is agreed to. The Employer will forward to the Local Union 50% of the net earnings after mandatory deductions.
 - C) Only bargaining unit employees will be used to operate ambulances during any strike.
 - D) No supervisory or management personnel will operate an ambulance or act as paramedics during a strike, except where there are situations of exceptional emergency. "Exceptional emergency" shall be defined as a disaster or situations, which overwhelm the available resources.
 - E) The required number of ambulance employees will be on call to fill the schedule in order to respond to Priority 3 and 4 calls.
 - F) The Union and the Board agree that all employees scheduled for on-call shifts shall respond to their page and report within the proper time frames to any such call in accordance with current policies and guidelines.
 - G) The Union will ensure that Ambulance vehicles will be allowed to safely pass through picket lines without stopping.
 - H) The Union agrees that there shall be no reprisals by the Union or its members against any employees who are required to work during a legal strike or lockout. The Union further agrees that neither the Union nor its members shall interfere with or attempt to interfere with the work performed by the employees during a legal strike or lockout.
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SCHEDULE 'C'

1. BASIC LIFE - BENEFITS coverage details

(Refer to 27.1(a) Collective Agreement)

The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.

The basic life insurance plan shall provide:

- (a) coverage equal to seventy-five percent (75%) of annual earnings to a maximum of \$150,000, with a minimum of \$10,000.
- (b) where an Employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the Employee until the earliest of recovery, death, or the end of the month in which the Employee reaches age 65. Any premiums paid by the Employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the Employee;
- (c) a conversion option for terminating Employees to be obtained without evidence of insurability and providing coverage up to the amount for which the Employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. (based on the plan and amount of the policy, age and class of risk to which the Employee belongs.) Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating Employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

- (a) Any Ordinary Life or Limited Payment Life Plan (without disability or double-indemnity benefits) issued by the carrier.
 - (b) A One Year Term Plan which is convertible to one of the other plans described in this provision.
 - (c) A Level Term to age 65 Plan which terminates automatically on the date on which an Employee attains age 65.
-

The amount of Basic Life Insurance will be adjusted with changes in the Employee's annual earnings from the date of approval of the increase or the effective date, whichever is later. If an Employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the Employee returns to work on a full-time basis. (i.e. for at least one (1) full day)

Basic Life Insurance will terminate at the end of the month in which an Employee ceases to be an Employee of Algoma District Services Administration Board unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the Ontario Municipal Employee's Retirement Savings (OMERS) Plan are entitled to free coverage of two thousand dollars (\$2,000) not earlier than thirty-one (31) days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the Employee's life.

2. ACCIDENTAL DEATH AND DISMEMBERMENT

(Refer to Article 27.1(b) Collective Agreement)

The carrier will pay a lump sum to Employees who suffer an accident which results in death or loss. The loss must occur within 365 days of the accident.

An additional amount equal to the Group Life Insurance Benefit will be paid in the event of accidental death.

In the case of loss of life the Group Life Insurance Benefit will be paid to the beneficiary as appointed in the Group Life Policy.

The following percentage amounts will be paid to the Employee if an accident results in the loss or irrecoverable loss of use of:

- The sight of both eyes 100%
 - Both hands or both feet 100%
 - A hand and a foot 100%
 - The sight of an eye and either a hand or a foot 100%
 - Speech and hearing in both ears 100%
 - An arm or a leg 75%
 - A hand or a foot 50%
 - The sight of one eye 50%
 - Speech or hearing in both ears 50%
-

The following percentages will be paid if an accident results in complete severance of:

- A thumb and an index finger of a hand 25%
- All four fingers of a hand 25%
- All of the toes of a foot 12.5%

In no case will more than the full amount be paid for all losses resulting from one accident.

If as a result of one accident you suffer a number of losses for one limb, payment will be made only for the loss providing the largest amount.

3. SUPPLEMENTARY HEALTH & HOSPITAL INSURANCE

Refer to Article 27.1(c)

The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.

The Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines, excluding those which may be purchased over-the-counter (OTC), one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of seventy-five dollars (\$75.00) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services:

Aids, Services and Supplies

- a) Charges for services furnished by a Licensed Hospital and supplies prescribed by a physician or surgeon which are obtained from an out-patient department of a Licensed Hospital or a surgical supply company, while the Insured is not confined to the hospital.
 - b) Charges for the services of a registered nurse or registered nursing assistant at the Insured's residence provided that such person is not normally resident in the Insured's residence, up to a maximum for each Insured of \$10,000 per calendar year. The maximum for each Insured will be \$25,000 during any period from the first day of a calendar year coincident with or next following an Insured's 65th birthday until their death.
 - c) Charges for services of a legally licensed Chiropractor, Osteopath, Chiropodist or Podiatrist, Naturopath, Masseurs, Physiotherapist, and Acupuncturist, to a maximum of \$750.00 per calendar year per insured person.
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- d) Charges for the services of a qualified speech therapist, up to maximum of \$1,000 per calendar year for each insured.
- e) Charges for the services of a legally licensed clinical psychologist, up to maximum of \$1,500 per calendar year for each insured.
- f) Charges for the following aids and supplies:
- purchase of braces, crutches, artificial limbs or eyes and prosthetic devices approved by the carrier.
 - an initial pair of frames and one corrective prosthetic lens for each eye that is prescribed after cataract surgery.
 - an initial breast prosthesis following a mastectomy plus a replacement every 2 calendar years and 2 surgical brassieres per calendar year.
 - rental of a wheelchair, hospital bed or other approved durable equipment for temporary therapeutic use. This equipment may be purchased subject to approval of the carrier prior to the purchase.
 - Oxygen.
 - Custom made orthopedic shoes prescribed by a podiatrist or physician up to a maximum of one pair per calendar year.
 - two (2) pairs of surgical stocking per calendar year.
 - Wigs and hairpieces, up to a lifetime maximum of \$300.00 if necessary as a result of chemotherapy, or up to a lifetime maximum of \$600.00 if necessary as a result of total hair loss from Alopecia Totalis.

Ambulance

- g) Charges for licensed ambulance service or other emergency service when used to transport the Insured (i) from the place where injury, disease, illness, pregnancy or mental disorder is suffered to the nearest hospital where adequate treatment can be rendered, (ii) from one hospital to another hospital, and (iii) from a hospital to the Insured's residence.

Charges for the fare of one attendant to accompany the insured if transportation is not provided by a licensed ambulance service.

Accidental Dental

- h) Charges for a legally licensed dentist for dental treatment of injuries to natural teeth and the replacement of natural teeth for accidents suffered by an Insured while they are insured under this provision. Treatment is to occur within 12 months of accidental injury.
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- i) Charges for diagnostic tests, radium treatments and X-ray examinations, excluding dental X-rays.
- j) Charges for the purchase of hearing aids and for repairs, excluding batteries, up to a maximum of \$700.00 in each period of 4 consecutive years for each Insured.

Referral Benefit

- k) Charges for the following services provided in Canada and United States but outside of province or territory of residence if they are not available in province or territory of residence and are performed on the written referral of a physician or surgeon regularly attending the Employee or dependents in their province or territory of residence.
 - room and board in a licensed hospital up to the hospital's standard ward rate for each day that insured is confined to hospital.
 - Hospital services and supplies furnished by a Licensed Hospital.
 - Diagnosis and treatment by a physician or surgeon legally licensed to practice medicine.

Amount payable under this provision is a lifetime maximum of \$10,000.

- l) Travel Assistance Benefit - The following services with respect to medical and personal emergencies required by Employee or dependents while temporarily absent from province of residence because of business or vacation:
 - on the spot medical assistance
 - emergency medical payments
 - telephone interpretation services
 - medical evacuation
 - assistance with lost documents or luggage
 - return of dependent children or a traveling companion
 - visit of family member
 - transmission and retention of urgent messages
 - legal assistance/bail
 - assistance in the event of death to transport the remains

Where an Employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the Employee receives their last pay from the Employer, except as provided in Article 27.3 (Long Term Disability). If an

Employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through Human Resources. The Employee shall pay the full premium.

The Employer shall make available to Employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new collective agreement or following major alterations to the Plans.

Commencement of Coverage

Employees will be insured for Basic Life, Optional and Dependent Life (when elected), Long Term Disability and Supplementary Health and Hospital benefits effective the first of the month immediately following two (2) months of continuous service.

Coverage During Leave-Of-Absence Without Pay

During leaves-of-absence without pay, Employees may continue participation in Basic Life, Optional Life, Dependent Life, Supplementary Health and Hospital and Long Term Disability, and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through the Employer.

Days of Grace

There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Optional and Dependent Life Insurance.

4. DENTAL PLAN

(Refer to Article 27.1 (d))

BENEFITS

Basic Dental

The Employer shall pay the full premiums under this plan. The Employee shall pay the cost of dental care directly and the carrier shall reimburse the Employee one hundred percent (100%) based on the current Ontario Dental Association Schedule of Fees.

- a) This plan provides for basic dental care equivalent to Blue Cross Dental Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, x-rays, preventative services such as scaling, polishing, fluoride treatments for dependents under age 19, fillings, extractions and anesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and
-

includes such items as periodontal services, endodontics services and surgical services, as well as prosthodontics services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

- b) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.

Major Restorative and Dentures

The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to major restorative and dentures, with benefits equivalent to Rider 2 and Rider 4 of the Ontario Blue Cross Plan on the basis of a seventy-five percent Employer / twenty-five percent Employee (75%/25%) co-insurance in accordance with the current Ontario Dental Association Schedule of Fees, up to a yearly maximum benefit of two thousand five hundred dollars (\$2,500) per insured Employee and each eligible dependent.

Except for benefits described under Orthodontics, eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.

Orthodontics

The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to orthodontics, to apply only to the Employee and dependent unmarried children of the Employee, with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of seventy-five percent Employer / twenty-five percent Employee (75%/25%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a maximum benefit of four thousand dollars (\$4,000) in the lifetime of each dependent child. Employee coverage shall be eligible by medical requirement only.

Employees are eligible for coverage on the first day of the month following the month in which the Employee has completed two (2) months continuous service.

All coverage under this plan will cease on the date of termination of the employment of the Employee.

In the case of an Employee's death, Supplementary Health and Hospital and Dental coverage will be extended to the Employee's eligible dependents until the second anniversary of the Employee's death.

5. VISION CARE

(Refer to Article 27.2)

The Employer agrees to pay the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan.

This coverage includes a ten dollar (\$10.00) single and twenty dollar (\$20.00) family deductible in any calendar year and provides for vision care to a maximum of five hundred dollars (\$500.00), per person in any twenty-four (24) month period; or these amounts may be applied to eye laser surgery for purpose of correcting vision, within the twenty-four (24) month eligibility period.

It is not necessary for an Employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an Employee is totally disabled or their dependent is confined to hospital on the date their Supplementary Health and Hospital Insurance terminates, benefits shall be payable until earliest of: the date the total disability ceases, the date their dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.

6. LONG TERM DISABILITY

(Refer to Article 27.3)

The Employer shall pay the monthly premiums of the Long Term Disability Plan.

- (a) The Long Term Disability benefit is sixty-seven percent (67%) of the Employee's monthly earnings at the date of disability, including any retroactive salary adjustment to which the Employee is entitled.
- (b) Effective December 31, 1993, and annually thereafter, the total monthly payment under subsection (a) above shall be increased by up to two percent (2%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

The Long Term Disability benefit to which an Employee is entitled under Article 27.3 shall be reduced by the total other disability or retirement benefits payable under any other plan towards which the Employer makes a contribution except for WSIB benefits which are paid for an unrelated disability, and such benefits are payable until recovery, death or the end of the month in which the Employee reaches age 65.

Long Term Disability benefits commence after a qualifying period of 182 calendar days (6 months) from the date the Employee becomes totally disabled. Once approval of LTD Benefits has commenced, the Employee shall cease to use the Employer's Short Term Sick Leave. Employees

who have remaining Accumulated Attendance Credits may use these credits on a day-to-day basis after the six month qualifying period.

Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured Employee to perform the essential duties of their normal occupation during the qualification period, and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the Employee to perform the essential duties of any gainful occupation for which they are reasonably fitted by education, training or experience.

The Employer will continue to make pension contributions and premium payments for OHIP, the Dental Plan and for Supplementary Health and Hospital on behalf of the Employee, at no cost to the Employee, while the Employee receives or is qualified to receive Long Term Disability benefits under the plan, unless the Employee is supplementing a WSIB award.

A record of employment, if required in order to claim Employment Insurance Sickness and Disability Benefits, will be granted to an Employee and this document shall not be considered as termination of employment.

Long Term Disability coverage will terminate at the end of the calendar month in which the Employee ceases to be an Employee of Algoma District Services Administration Board. If the Employee is totally disabled on the date their insurance coverage terminates, they shall continue to be insured for that disability.

If within six (6) months after benefits from the Long Term Disability plan have ceased, an Employee has a recurrence of a disability due to the same or a related cause, the L.T.D. benefit approved for the original disability will be reinstated immediately.

If an Employee who is in receipt of Long Term Disability (L.T.D.) benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative Employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which the benefits were received. When considering rehabilitative employment benefits, L.T.D. will take into account the Employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.D. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.

The L.T.D. benefits under rehabilitative employment shall be reduced when an Employee's total earnings exceed one hundred percent (100%) of their earnings at the date of commencement of total disability.

Employees while on rehabilitative employment with Algoma District Services Administration Board will earn vacation credits as set out in Article 24 (Vacations).

7. OPTIONAL AND DEPENDENT LIFE INSURANCE

(Refer to Article 27.4)

Optional Life Insurance

- (a) Employees, at their option, may purchase Optional Life Insurance in increments of \$25,000 up to a maximum amount of \$250,000. The Employee pays the full premium for this coverage.
- (b) The Employee's Optional Life Insurance provides:
 - (i) a waiver of premium on disablement to become effective after six (6) months of continuous disability or entitlement to Long Term Disability benefits, whichever comes first, and to remain in force while the Employee is totally disabled until the earliest of recovery, death or the end of the month in which the Employee reaches age 65. The premiums paid by the Employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the Employee;
 - (ii) a conversion option on the Employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the Employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating Employees of this conversion privilege. The conversion option shall be as stated in Section 1(Basic Life Insurance) of Schedule "D".

8. OPTIONAL SPOUSAL LIFE INSURANCE

Employees, at their option, may elect to purchase Optional Spousal Life Insurance in increments of \$25,000 to a maximum of \$250,000. The Employee pays full premium for this coverage.

The Conversion Privileges are the same as those for your Group Life Insurance.

Any change in the amount of Employee or Spousal Optional Life Insurance must be made in writing to the carrier. A decrease in the amount of Optional Insurance will take effect on the first day of month coincident with or next following the date stated in the notice. An increase in the amount of Optional Life insurance will take effect on the later of the following dates provided the Employee is actively at work.

1. The date stated in the notice.
 2. The first day of a Policy Month coincident with or next following the date on which the carrier has, in writing, either approved evidence of insurability or waived such requirement.
-

If an Employee is absent from work because of sickness or disability on the date an increase in Employee Optional Life insurance would have occurred, the increase will not take effect until the Employee returns to work on a full-time basis (i.e. for at least one (1) full working day).

Optional Life Insurance will terminate at the earlier of either the end of the calendar month in which the Employee ceases to be an Employee of Algoma District Services Administration Board or, if the Employee continues to be employed after age 65, on the first day of October following the Employee's 65th birthday, except where coverage is provided under total disability, as described in 7 (b) (i) above.

Dependent Life Insurance

- (a) An Employee's spouse shall be insured in the amount of seven thousand and five hundred dollars (\$7,500) and each child insured in the amount of two thousand and five hundred dollars (\$2,500), without evidence of insurability. The Employee shall pay the full premium for this coverage.
- (b) Dependents of an Employee will continue to be insured under this provision during the period that the insurance on the life of an Employee is being continued under the waiver of premium as laid out in Article 27.3.

No additional dependents of an Employee may become insured during such period and there may not be an increase in the amount of insurance on the life of a dependent during such period.

- (c) Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the Employee ceases to be an Employee of Algoma District Services Administration Board, or if the Employee continues to be employed after age 65, the first day of October following the Employee's 65th birthday, or the date a dependent ceases to be an eligible dependent.
 - (d) Conversion Option: When an Employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination and the Employee must have been insured under this policy for at least five (5) continuous years. The premium of such policy shall be at the current rates of the insuring company. Written application for conversion must be made to the carrier's Head Office within thirty-one (31) days after the date of termination of insurance.
 - (e) Eligible dependents shall include spouse or common-law spouse of the Employee, each unmarried child, step-child or common-law child of an Employee provided the child relies fully upon the Employee for support and maintenance and the child is at least 14 days of age but under 22 years of age, a child at least 22 years of age but under 25 years of age and attending an accredited educational institute, college or university on a full-time basis. A dependent over the age of 25 incapable of self-support due to mental or physical handicap and reliant upon the Employee for support and maintenance.
-

SCHEDULE "D"

to the Collective Agreement

SOCIAL HOUSING

B E T W E E N:

**ALGOMA DISTRICT SERVICES
ADMINISTRATION BOARD (ADSAB)**

(hereinafter referred to as "the Board")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3631**

(hereinafter referred to as "the Union")

This Schedule applies to Custodians and Security Tenants who formed part of the Transfer Order on September 1st, 2001.

PART A

1. Cable

Free cable TV provided to those Security Tenants who received this service prior to May 1, 1990 will continue to receive this benefit.

2. On-Site Provisions (Article 22.8)

Building Custodians required to live on site will pay their rent for unfurnished living accommodation based on the rent they were paying at the point of the transfer. This rent shall include heat, hydro, water and one free parking space.

The employer will agree to provide a telephone service with any personal long distance being reimbursed by the Employee.

3. On-Site Premium (\$0.90)

Building custodians who reside on-site shall be paid 14 hours of on-site premium of \$0.90 per hour.

4. Shift Bonus

An Employee shall receive a shift premium of seventy-five (75) cents per hour for all hours worked between five (5) p.m. and seven (7) a.m. Where more than fifty percent (50%) of the hours fall within this period, the premium shall be paid for all hours worked.

Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of eighty-five (85) cents per hour in addition to the employee's regular pay for such work, and in addition to shift bonus if applicable.

PART B

It is agreed that the following terms and conditions shall apply to Security Tenants:

Purpose:

Security Tenants will be required to live on-site and their duties will be confined exclusively to the security of the Building and its Tenants.

Qualifications:

Ability to understand simple oral and written instructions.

Duties:

- reporting maintenance problems to supervisor
- reporting on vandalism to supervisor
- assisting on lock-outs
- monitoring fire alarm systems and assisting in cases of fire alarms
- reporting disturbances to supervisor and/or police
- maintaining general security, ensuring doors are properly secured
- any other related duties

Security Tenants will receive rent free accommodation which will be valued in accordance with Income Tax regulations and which will include free heat, hydro, water and telephone (not including personal long distance calls).

Where a Security Tenant is required to perform any work other than those duties listed above, the Employer will pay the Security Tenant for such work at the current rate per hour on the following bases:

Less than 15 minutes – minimum $\frac{1}{4}$ hour
15 to 30 minutes – $\frac{1}{2}$ hour
31 to 45 minutes – $\frac{3}{4}$ hour
46 minutes to 1 hour – 1 hour

Union dues as per Article 6 will be deducted monthly, based on earnings for the previous month and in accordance with rates laid down by the Union from time to time.

However, no dues will be deducted if the Security Tenant has worked three (3) hours or less during the previous month.

It is understood that Security Tenants are covered per current provisions of the Workplace Safety and Insurance Act.



Letter of Understanding #1

Between

**Algoma District Services Administration Board (ADSAB)
(Hereinafter referred to as “the Employer”)**

and

**Canadian Union of Public Employees, Local 3631
(Hereinafter referred to as “the Union”)**

This Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

RE: Overtime for Community Paramedics

Whereas the Paramedics who hold the role of Community Paramedic are identified as being in a separate job class from the frontline Paramedic Services Paramedics; however, these Paramedics are compelled to retain all the same qualifications as frontline PCP Paramedics; and,

Whereas it is agreed by the Employer and the Union that these Employees are a potential resource for filling unfilled overtime shifts, once all other avenues for filling frontline Paramedic shifts have been exhausted, as per Article 22 of the Collective Agreement,

The Parties agree to the following terms:

1. Overtime offers will not normally be extended to the Community Paramedics, where it would compromise their regular duties, between Monday through Friday of the work week. In cases of emergency, Community Paramedics may be taken from their regular duties and assigned to frontline duties at management’s discretion;
 2. Community Paramedics will not be offered frontline shifts on days that they are regularly scheduled for Community Paramedic activities. This does not preclude the Employer scheduling a ride out time, for the purposes of Community Paramedics’ certification maintenance;
 3. Overtime offered to the Community Paramedics will be considered “at another base,” as Community Paramedics are based from an office location, and not an ambulance Base;
 4. Community Paramedic are not based out of the ambulance base, therefore they would be offered overtime based on the geographical location of their home office location;
-

5. Community Paramedics will have no ability to bank frontline shifts;
6. In accordance with Article 29 of the Collective Agreement, Community Paramedics will receive Meals and Mileage when working outside of the community their office is located in.

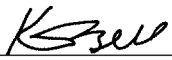
The Employer and Union agree to review the terms of this Agreement, should any issues or concerns arise throughout the life of the Collective Agreement and the Community Paramedicine program.

Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the Grievance Procedure.

This letter of understanding will be reviewed as needed and in consultation with the other party.


AGREED TO THIS 11th DAY OF JULY, 2024:

ALGOMA DISTRICT SERVICES
ADMINISTRATION BOARD



Keith Bell (Jul 12, 2024 07:37 EDT)

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3631




Lee Lamoureux (Jul 11, 2024 12:36 EDT)



Stann O'Donnell Bell




Grace Mooney (Jul 11, 2024 13:00 EDT)




Natalie Sutherland (Jul 16, 2024 08:26 EDT)



Carole Charbonneau (Jul 11, 2024 13:59 EDT)



Chantal Laferriere (Jul 12, 2024 08:38 EDT)



Melinda Genys (Jul 11, 2024 13:31 EDT)



Letter of Understanding #2

Between

**Algoma District Services Administration Board (ADSAB)
(Hereinafter referred to as “the Employer”)**

and

**Canadian Union of Public Employees, Local 3631
(Hereinafter referred to as “the Union”)**

RE: Temporary provisions for retired Paramedics into casual positions

Without Prejudice/Without Precedent

WHEREAS there is an ongoing Provincial labor market shortage of qualified Paramedics;

WHEREAS the Employer is experiencing an impact of vacant Primary Care Paramedic positions due to the Provincial labor market shortage;

AND WHEREAS the parties are desirous of resolving issues related to the above noted matter;

THEREFORE the parties agree to the following terms:

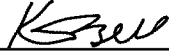
1. The Employer will create temporary casual Primary Care Paramedic positions exclusively offered to ADSAB retired Primary Care Paramedics;
 2. These temporary positions shall not be posted;
 3. The location and duration of these temporary positions shall be at the Employer’s discretion;
 4. The rate of pay, percentage in lieu of benefits, and vacation entitlements shall be in accordance with the collective agreement language applicable to casual employees and shall be reflective of their former years of service with the Employer;
 5. Incumbents’ seniority shall be effective as the new date of hire;
 6. Incumbents’ OMERS contributions shall be waived during the term of employment under these temporary positions;
 7. Incumbents accepting employment under the provisions set out herein shall be responsible for determining any impact of this employment on all pension plan or income security
-

benefits (including but not limited to; OMERS, CPP, OAS, other registered pension plan, etc.).
The Employer shall not be held liable for any such impacts.

8. All other collective agreement language applicable to casual Primary Care Paramedics shall apply.
9. This agreement will be in effect until December 31, 2025.


AGREED TO THIS 11th DAY OF JULY, 2024:

ALGOMA DISTRICT SERVICES
ADMINISTRATION BOARD



Keith Bell (Jul 12, 2024 07:37 EDT)

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3631




Lee Lamoureux (Jul 11, 2024 12:36 EDT)



Stann-Danielle Bell




Grace Mooney (Jul 11, 2024 13:00 EDT)




Natalie Sutherland (Jul 16, 2024 08:26 EDT)



Carole Charbonneau (Jul 11, 2024 13:59 EDT)



Chantal Laferriere (Jul 12, 2024 08:38 EDT)



Melinda Genys (Jul 11, 2024 13:31 EDT)



Letter of Understanding #3

Between

Algoma District Services Administration Board (ADSAB)
(Hereinafter referred to as "the Employer")

and

Canadian Union of Public Employees, Local 3631
(Hereinafter referred to as "the Union")

RE: Mileage Allowance for Paramedic Shift Coverage Outside Eastern Division

Without Prejudice/Without Precedent

WHEREAS there is an ongoing Provincial labor market shortage of qualified Paramedics;

WHEREAS the Employer is experiencing an impact of vacant Primary Care Paramedic positions due to the Provincial labor market shortage;

AND WHEREAS the parties are desirous of resolving issues related to the above noted matter;

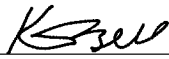
THEREFORE the parties agree to the following terms:

1. When a Paramedic assigned to the East Division (Elliot Lake, Blind River, Thessalon, Richards Landing) has declared their willingness to work in the West Division (Wawa, Dubreuilville, White River, Hornepayne), in accordance with 22.2 (n) (v) Step #9, and management has authorized the utilization of staff outside of the Division, if the Paramedic accepts an offer to fill vacant shifts in the West Division, they will be entitled to insurance and meal allowances in accordance with normal practices for working at other than their assigned base.
 2. Mileage will be paid as follows:
 - a. one flat mileage rate of two hundred dollars (\$200), understood to cover the Paramedic's round-trip travel to and from Wawa; and,
 - b. **then** if the shift is at Dubreuilville, White River or Hornepayne, additional round trip mileage between Wawa and that location;
 - c. **then** should the Paramedic work at more than one location within a given trip to work in the West Division, mileage as per (b) would be calculated as follows: mileage from Wawa to base A, mileage to base B, mileage from base B and Wawa.
-

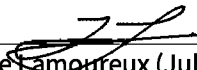
3. This agreement will be in effect until December 31, 2025.

AGREED TO THIS 11th DAY OF JULY, 2024:

ALGOMA DISTRICT SERVICES
ADMINISTRATION BOARD



Keith Bell (Jul 12, 2024 07:37 EDT)

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3631



Lee Lamoureux (Jul 11, 2024 12:36 EDT)



Stannoe-D'Amelie Bell


Grace Mooney (Jul 11, 2024 13:00 EDT)


Natalie Sutherland (Jul 16, 2024 08:26 EDT)


Carole Charbonneau (Jul 11, 2024 13:59 EDT)


Chantal Laferriere (Jul 12, 2024 08:38 EDT)


Melinda Genys (Jul 11, 2024 13:31 EDT)



Letter of Understanding #4

Between

**Algoma District Services Administration Board (ADSAB)
(Hereinafter referred to as “the Employer”)**

and

**Canadian Union of Public Employees, Local 3631
(Hereinafter referred to as “the Union”)**

RE: Starting Wage Rate for Experienced Paramedics

Without Prejudice/Without Precedent

WHEREAS there is an ongoing Provincial labor market shortage of qualified Paramedics;

WHEREAS the Employer is experiencing an impact of vacant Primary Care Paramedic positions due to the Provincial labor market shortage;

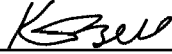
AND WHEREAS the parties are desirous of resolving issues related to the above noted matter;

THEREFORE the parties agree to the following terms:

1. In order to attract and retain experienced Paramedics, the Employer will offer a higher starting rate to newly hired Paramedics as follows:
 - a. For Paramedics with five (5) years or more full-time equivalent experience as an Ontario Primary Care Paramedic, Level 2 of the Paramedic pay grid.
 - b. For Paramedics with ten (10) years or more full-time equivalent experience as an Ontario Primary Care Paramedic, Level 3 of the Paramedic pay grid.
 2. The Employer may request proof of entitlement to the above in the form of a letter of verification of employment and/or hours worked from previous employer(s).
 3. This agreement will be in effect until December 31, 2025.
-


AGREED TO THIS 11th DAY OF JULY, 2024:

ALGOMA DISTRICT SERVICES
ADMINISTRATION BOARD



Keith Bell (Jul 12, 2024 07:37 EDT)

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3631




Lee Lamoureux (Jul 11, 2024 12:36 EDT)



Jeanne-Danielle Bell




Grace Mooney (Jul 11, 2024 13:00 EDT)




Natalie Sutherland (Jul 16, 2024 08:26 EDT)



Carole Charbonneau (Jul 11, 2024 13:59 EDT)



Chantal Laferriere (Jul 12, 2024 08:38 EDT)



Melinda Genys (Jul 11, 2024 13:31 EDT)



Letter of Understanding #5

Between

Algoma District Services Administration Board (ADSAB)
(Hereinafter referred to as “the Employer”)

and

Canadian Union of Public Employees, Local 3631
(Hereinafter referred to as “the Union”)

RE: Orthotic Inserts – Disability Accommodation

Without Prejudice/Without Precedent

WHEREAS the Employer’s group benefits plan provides coverage for medically necessary orthopedic shoes;

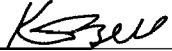
WHEREAS the Employer recognizes that orthotic inserts, but not orthopedic shoes, may be medically necessary for an Employee;

THEREFORE the parties agree to the following terms:

1. When an Employee requires orthotic inserts out of medical necessity, to wear when they are performing their job, they may request financial assistance from the Employer.
 2. The Employee must provide proof of eligibility and requirement for this accommodation, including **relevant** information and details of their requirements for orthotic inserts.
 3. Reimbursement for approved orthotic inserts will be up to \$200 per purchase of inserts, not to occur more than once within every two calendar years.
 4. Qualification for this accommodation will not be unreasonably denied.
-

AGREED TO THIS 11th DAY OF JULY, 2024:


ALGOMA DISTRICT SERVICES
ADMINISTRATION BOARD




Keith Bell (Jul 12, 2024 07:37 EDT)



Stann-Danielle Bell




Natalie Sutherland (Jul 16, 2024 08:26 EDT)



Chantal Laferriere (Jul 12, 2024 08:38 EDT)

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3631




Lee Lamoureux (Jul 11, 2024 12:36 EDT)



Grace Mooney (Jul 11, 2024 13:00 EDT)



Carole Charbonneau (Jul 11, 2024 13:59 EDT)



Melinda Genys (Jul 11, 2024 13:31 EDT)

