



**COLLECTIVE AGREEMENT**

between

**ONEIDA NATION OF THE THAMES PARAMEDIC SERVICE**

(hereinafter called the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 35.6**

(hereinafter called the "Union")

**April 1<sup>st</sup> 2024 – March 31<sup>st</sup> 2027**

## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - DEFINITIONS .....	3
ARTICLE 3 - RELATIONSHIP AND MANAGEMENT RIGHTS.....	4
ARTICLE 4 - STRIKES & LOCKOUTS .....	5
ARTICLE 5 - UNION SECURITY .....	5
ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES .....	8
ARTICLE 7 - GRIEVANCE PROCEDURE .....	10
ARTICLE 8 - ARBITRATION PROCEDURE.....	12
ARTICLE 9 - ACCESS TO FILES .....	13
ARTICLE 10 - SENIORITY .....	13
ARTICLE 11 - DECREASE IN WORKFORCE.....	17
ARTICLE 12 - NOTICE OF LAYOFF .....	18
ARTICLE 13 - LOSS OF LICENSE.....	19
ARTICLE 14 - WORK OF THE BARGAINING UNIT .....	20
ARTICLE 15 - LEAVES OF ABSENCE .....	20
ARTICLE 16 - DISABILITY LEAVE.....	24
ARTICLE 17 - HOURS OF WORK.....	25
ARTICLE 18 - PREMIUM PAYMENT.....	29
ARTICLE 19 - HOLIDAYS .....	31
ARTICLE 20 - VACATIONS .....	32
ARTICLE 21 – BENEFITS .....	35
ARTICLE 22 - HEALTH & SAFETY .....	36
ARTICLE 23 - UNIFORMS .....	37
ARTICLE 24 - COMPENSATION .....	38
ARTICLE 25 - EDUCATIONAL MATTERS .....	39
ARTICLE 26 - GENERAL .....	40
ARTICLE 27 - DURATION.....	40
SCHEDULE "A" .....	41

## **ARTICLE 1 - PREAMBLE**

### **1.01 Preamble**

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

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

### **1.02 Recognition**

The Employer recognizes the Canadian Union of Public Employees and its Local 35 as the sole and exclusive bargaining agent for all employees of Oneida Nation of the Thames Paramedic Service, operating in the Oneida Nation of the Thames settlement and in the Counties of Elgin and Middlesex same and except supervisors, persons above the rank of supervisor and persons in office administration.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 Full-Time Employee**

A full-time employee shall be defined as an employee who is regularly employed an average of forty-two (42) hours or, provided that this is in accordance with Article 16.01(a), Full-time Employees, forty hours (40) per week.

### **2.02 Part-Time Employee**

A part-time employee shall be defined as an employee who is scheduled to work replacement shifts (sickness, vacation, approved leaves).

For the purpose of this Article, part-time vacation shall be considered time worked.

### **2.03 Temporary Employee**

Employees may be hired for a specific term not to exceed eighteen (18) months, to replace an employee who is on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task or replace a full-time employee for a prior noted leave. This term may be extended a

further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer on its own up to twelve (12) months where the leave of the person being replaced extends that far. Should there be a need to extend the contract beyond twelve (12) months for the purposes of training and/or other extenuating circumstances, the contract may be extended with the approval by the union, the employee and the Employer. The period of employment of such persons will not exceed the absentee's leave.

Part-time employees who are working in a temporary full-time position shall be paid their percentage in lieu of vacation as per contract,

Employees moving from part-time (non-probationary status) to full-time/temporary full-time status would be eligible to take vacation immediately. They would not be required to serve a new probationary period. The appropriate hours of vacation entitlement would be placed into their vacation bank, prorated based on their start date as a full-time employee for the current calendar year.

### **ARTICLE 3 - RELATIONSHIP AND MANAGEMENT RIGHTS**

#### **3.01 No Discrimination**

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.

The Union shall be provided a copy of any written notice provided to an employee that they may be subject to termination, demotion or discipline.

#### **3.02 Management Rights**

Except as specifically abridged, delegated, granted or modified by the Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively, and without limitation, within the rights of Management.

Without limiting the generality of the foregoing, Management's rights include:

- a) The right to direct the working forces;
- b) The right to plan, direct and control the operation of the ambulance services;
- c) The right to introduce new and improved methods, facilities and equipment;
- d) The right to determine work schedules, work assignments and methods of doing work;

- e) The right to determine, at its discretion, at all times, the number of employees, and the amount of supervision necessary;
- f) The right to establish standards of care and quality;
- g) The right to determine the nature and scope of ambulance service, which the Employer will provide and the increase, or decrease, in complement;
- h) The right to hire, assign, discharge, transfer, promote, demote, direct, classify, layoff, recall or discipline employees, provided that a claim of discriminatory transfer, promotion demotion, classification or a claim that a seniority employee has been discharged, disciplined, without a reasonable cause, may be the subject of a grievance, and dealt with as hereinafter provided;
- i) The right to operate the ambulance service, so as to provide adequate service in a manner consistent with the obligations of the Employer to the general public and its obligations under the Ambulance Act.

**3.03** Management rights will be exercised in accordance with the provisions of the Collective Agreement. Such rights shall be exercised in a manner that is not arbitrary, discriminatory or in bad faith.

**3.04 Non Derogation**

For greater certainty, nothing in this agreement shall be construed so as to abrogate or derogate from the protection provided for existing Aboriginal or treaty rights of the Aboriginal peoples of Canada by the recognition and affirmation of those rights in section 35 of the Constitution Act, 1982.

**ARTICLE 4 - STRIKES & LOCKOUTS**

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

**ARTICLE 5 - UNION SECURITY**

**5.01**

**a) Union Dues and Union Agreement**

The parties agree that any employee of the Employer covered by this agreement may become a member of the Union or alternatively refrain from becoming a member, if the employee so desires. All employees shall, as a condition of employment, be required to authorize the Employer on a form provided for this purpose to deduct an initiation fee and from their pay each month a sum equivalent to the amount of Union Dues that is uniformly levied upon all Union members in accordance with the constitution and by-laws of the Union. The first deduction of such dues shall be made from the first pay received on the month following the date of hire of the employee.

During the life of this Agreement the Employer shall deduct from each pay, as a condition of employment, a sum equivalent to dues as set by the Union.

All Union dues or fees collected as above shall be remitted to the National Secretary-Treasurer of CUPE in Ottawa not later than ten (10) working days from the end of the month following that in which such dues were deducted, accompanied by an electronic spreadsheet, indicating the following information, for all employees from whose wages the deductions have been made:

1. name of employee;
2. regular earnings;
3. dues deducted.

The Local Union Secretary shall be copied on the above.

The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

#### **b) Addresses**

The Employer will provide the Union with a list of addresses for the membership within thirty (30) days of settlement of the Agreement and every April 1st thereafter.

#### **5.02 T4 Slips**

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

#### **5.03 Notification to Union**

The Employer will provide the Union with a monthly list of all hiring's, lay-offs, recalls and terminations within the bargaining unit. Such notification shall be sent to the Union prior to the implementation of any of the above.

#### **5.04 Employee Interview**

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to thirty (30) minutes during the employee's orientation period without loss of regular earnings but such meeting will not add any additional cost to the Employer. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

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

#### **5.05 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this Agreement or without the Union's knowledge.

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

Union at meeting with the Employer without proper authorization from the Union.

#### **5.06 Seniority List**

The Employer will maintain a seniority list, showing the name of each employee who has completed the probationary period and the number of hours to their credit as of the last pay period in February and July each year in accordance with the provisions of this Article. A copy of such seniority list will be sent to the Unit Chair and Recording-Secretary of the Union and will be posted on the Bulletin Board. Any alleged errors or omissions must be brought to the attention of the Human Resources Department within thirty (30) days of posting, failing which the list shall be deemed final and conclusive.

The Employer shall supply the Union with an up to date copy of a seniority list on request, but not more frequently than once every six (6) months.

#### **5.07 Correspondence**

All correspondence between the Parties, arising out of this Agreement shall pass to and from either the Chief of Oneida Nation of the Thames Paramedic Service or their delegate, on behalf of the Employer and the Unit Chair of Local 35.6 and the Staff Representative on behalf of the Union.

#### **5.08 Bulletin Boards**

The Employer agrees to extend to the Union the privilege of using one (1) bulletin board, to be located at the base designated by the Employer, for the purpose of posting Union information to its members. i.e. Seniority lists, job postings, notice of meetings. The posting of Union information must be approved by the Administrator/Delegate of Oneida EMS. Such approval will not be unreasonably denied. The Employer shall respond to the Union request to post information within 48 hours.

Where the Employer utilizes an electronic bulletin board, the Employer will email each employee any notices which requires the employee to perform a task, attend a meeting or course, change their duties, or any other function that may impact on the employee's status with the Employer. The electronic bulletin board layout should facilitate easy access to information. All essential or necessary information will be located within its own separate conference/icon, located within the employees e-mail system. Employees will access their email and electronic bulletin board, at their first opportunity but no later than by the end of each scheduled shift.

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

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

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

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

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

- a) An equal number of representatives of each party (not more than 3) as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.
- b) Any representative(s) attending such meetings or subcommittee meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. Should the employee attend such meetings when not scheduled to work, the employer will pay the employee for hours in attendance at the meeting at straight time rates of pay notwithstanding any other provision of this Collective Agreement. A minimum of four (4) hours of regular earnings shall be provided for an employee in attendance. Time spent in these meetings when not scheduled to work, shall not constitute work for the purpose of the overtime provisions of this Collective Agreement.

- c) As part of labour/management meetings, uniforms and equipment will be reviewed. The Employer will have final determination of uniform/ equipment changes and/or selection.

It is also agreed that the topic of the utilization of staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

### **6.03 Bargaining Committee**

The employer agrees to recognize a negotiating committee comprised of representatives of the union for the purpose of negotiating a renewal agreement. The employer agrees to pay up to two employee members of the negotiating committee, the employee's normal day's pay, at the straight time rate for time spent in direct negotiations for a renewal agreement, up to but not including conciliation or arbitration. Nothing in this provision is intended to preclude the union negotiating committee from having the assistance of any representative of the Canadian Union of Public Employees when negotiating with the employer.

### **6.04 Union Stewards**

The Employer agrees to recognize three (3) Union stewards (one full-time employee, one part-time employee, one from either full-time or part-time employees) to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement. It is understood that not more than one (1) full-time Steward from any paramedic crew may be absent at any given time.

The Union shall keep the Employer notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

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

## **6.05 Grievance Committee**

The Employer will recognize a Grievance Committee composed of the Local Union President or their designate and not more than one (1) employee selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to and including mediation/arbitration.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01** For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward provided the steward is immediately available (within an hour of the meeting). In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.
- 7.03** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Supervisor/designate the opportunity of adjusting their complaint. The grievor may have the assistance of a Union steward if they so desire. Such complaint shall be discussed in person within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee, and failing settlement within seven (7) calendar days following their immediate Supervisor/ Designate' s decision, in the following manner and sequence:

### **Step No. 1**

The employee, who may be accompanied by a Steward, may submit a written grievance signed by the employee to their immediate Supervisor/Designate. The grievance shall identify the nature of the grievance and the remedy sought and must specify the provisions of the Agreement which are alleged to be violated. The Union and the Employer may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Supervisor/designate will deliver their decision in writing

within seven (7) business days following the day on which the grievance was presented to them. Failing settlement or response, then:

## **Step No. 2**

Within seven (7) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Manager of Human Resources or designate. A meeting will then be held between the Manager of Human Resources and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Manager of Human Resources or designate may have such counsel and assistance as they may desire at such meeting. The decision of the Employer shall be delivered in writing within seven (7) calendar days following the date of such meeting.

- 7.04** A policy grievance is defined as a complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement. It shall be presented at Step No. 1 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance.
- 7.05** Where a number of employees have identical grievances and each employee would be entitled to grieve separately they must present a group grievance in writing identifying each employee who is grieving to the Director of Human Resources or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06** The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the Employer has acted arbitrarily or discriminatory. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 1 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- a) confirming the Employer's action in dismissing the employee; or
  - b) reinstating the employee with or without full compensation for the time lost; or
  - c) by any other arrangement which may be deemed just and equitable.

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.

## **ARTICLE 8 - ARBITRATION PROCEDURE**

### **8.01**

- a) Failing settlement under the grievance procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty-one (21) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.
- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator or alternative dispute resolution professional in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

**8.02** When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement. The parties shall mutually agree upon a single arbitrator. If the parties are unable to agree upon a single arbitrator within a period of thirty (30) calendar days, they shall then request the Ministry of Labour for the Province of Ontario to appoint an arbitrator.

**8.03** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties consent to this.

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

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

**8.06** The parties will share equally the fees and expenses, if any, of the arbitrator.

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

## **ARTICLE 9 - ACCESS TO FILES**

### **9.01 Access to Personnel File**

Upon request proving no less than 48 hours' notice to the Employer, each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Human Resources or designate. An employee has the right to request in writing copies of any evaluations in this file.

### **9.02 Clearing of Record**

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for twenty-four (24) months. It is understood that this clause applies to periods of active employment only and that any periods where the employee is off on a leave of absence will not be counted towards the completion of the twenty-four (24) month period described above.

## **ARTICLE 10 - SENIORITY**

### **10.01 Probationary Period**

A full-time or part-time employee shall be on probation until nine-hundred and twenty-four (924) regularly scheduled hours have been worked. For the purpose of this provision, overtime hours worked do not count. Upon completion of the probationary period, the employee shall be credited with seniority equal to seventy-seven (77) working days. With the written consent of the Employer and the Unit Chair of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

### **10.02 Definition of Seniority**

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

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 2184 hours worked in the bargaining unit subsequent to the last date of hire,

except as otherwise provided herein. Notwithstanding this, a part-time employee cannot accrue more than one (1) year seniority in a twelve (12) month period. All Part-time employees shall be credited seniority for all scheduled shifts while on vacation.

There shall be two seniority lists, one (1) full-time and one (1) part-time list.

### **10.03 Loss of Seniority**

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

- a) resign provided it is understood that an employee shall have a twenty-four hour (24) period from the time of resignation to withdraw their resignation;
- b) are discharged and not reinstated through the grievance/arbitration procedure;
- c) retire;
- d) are absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a reason satisfactory to the Employer;
- e) have been laid off longer than twenty-four (24) months;
- f) have been laid off and fails to return to work within seven (7) calendar days after they have been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- g) fail to return to work upon the termination of an authorized leave of absence unless there has been a mutually agreed upon extension of the leave of absence;
- h) accept gainful employment while on a leave of absence without first obtaining the permission of the Employer in writing;
- i) are absent for any reason other than stated in these provisions for a period exceeding twenty-four (24) months.

### **10.04 Effect of Absence**

Seniority shall be maintained but not accrue in the following circumstances only:

- a) When off work due to lay off for a period of time not exceeding twenty-four months (24) months;
- b) When off work for a period in excess of three (3) months due to personal leave of absence.
- c) When a bargaining unit employee accepts an acting supervisor position not exceed six (6) months or is given an approved secondment to Base Hospital or an approved leave of absence to an EMS related institution.

### 10.05 Seniority Accrual

Seniority shall continue to accrue in the following circumstances only:

- a) When absent on vacation with pay or on designated holiday;
- b) When absent on approved leave as defined in the Collective Agreement;
- c) When absent on personal leave of absence of less than three (3) months.
- d) When actually at work for the Employer;
- e) When absent and in receipt of Workplace Safety & Insurance Board benefits, sick leave or Long Term Disability benefits provided under this Collective Agreement, to a maximum of twenty-four (24) months of such absence.
- f) When absent on Pregnancy or Parental Leave, Family Medical Leave or any other leave mandated under the Employment Standards Act, 2000.

### 10.06 Job Posting

- a) Where a permanent and/or temporary, pilot projects vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted at the base for a period of fourteen (14) consecutive calendar days. Applications for such vacancy shall be made in writing within the fourteen (14) day period referred to herein. Any postings will indicate if they are Full-time or Part-time or for covering a leave.
- b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift, whether or not it is a permanent or temporary position, and a copy shall be provided to the Union steward.
- c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays and Sundays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- d)
  - i) In the selection of the successful candidate to any job posting (including promotions and staff transfers), where skills and qualifications are relatively equal between candidates, seniority shall govern.
  - ii) The filing of any part-time or full-time vacancy may include preference to aboriginal ancestry and, in particular, Oneida of the Thames ancestry, at the

discretion of the employer, providing the candidate has the required skills and qualifications. This preference will not be applied against any person who is of non- aboriginal ancestry and who was employed as of the effective date of this first collective agreement.

- e) The name of the successful applicant will be posted on the bulletin board of each base for a period of seven (7) calendar days.
- f) Where there are no qualified successful applicants from within this bargaining unit for vacant full-time positions referred to in this Article, the Employer may then post the position externally.
- g) If an employee is the successful applicant to a posted position, they shall be subject to a trial period of sixty (60) working days from the first day of the new position. Should the employee be dissatisfied or fails to meet the standards of the position during the sixty (60) working day period the employee shall be returned to their former position.

#### **10.07 Transfer and Seniority Outside the Bargaining Unit**

It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding eighteen (18) months. Such employees on temporary assignments shall remain members of the bargaining unit.

An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within eighteen (18) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within eighteen (18) months shall forfeit bargaining unit seniority.

In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

#### **10.08 Transfer of Seniority and Service**

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement RRSP, Health & Welfare, Benefit Plans and wage progression:

- a) an employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service;

- b) an employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year for each 2184 hours worked.
- c) A full-time employee may apply to become a part-time employee provided they make the employer aware of their intention by written notification with a copy to the Union as per Article 5.07. This transfer would be effective within fifteen (15) calendar days of the date of notification, providing there is a part-time vacancy. If there is no vacancy, the transfer may occur provided a part-time employee applies and is granted a full-time position, which would become vacant. It is understood that should no part-time employee wish to fill the potential full-time vacancy, the full-time employees' transfer to part-time will not be accepted.

#### **10.09 Benefits on Layoff**

In the event of a layoff an employee, the Employer shall pay the insured benefits premiums to the end of the month following the month of layoff.

#### **10.10 Severance Pay**

In the event of permanent layoff, severance pay shall be paid in accordance with the *Employment Standards Act, 2000*.

#### **10.11 Deactivation/Decertification**

A Primary Care Paramedic who is deactivated and/or decertified and who does not retain SAED and Symptom Relief skills will be assigned to non-patient care duties for a maximum of two (2) week period during which time such employee is expected to obtain reactivation and/or re-certification in SAED and Symptom Relief skills within this two (2) week period, the employee will be suspended without pay for a maximum period of three (3) months during which time the employee must obtain reactivation and/or re-certification in SAED and Symptom Relief skills. If the employee has not obtained this reactivation and/ or re-certification, the employee will be terminated. If the employee is successful in obtaining reactivation and/or re-certification during the three (3) month period, they will return to active duty as a Primary Care Paramedic.

### **ARTICLE 11 - DECREASE IN WORKFORCE**

**11.01** "In all cases of decrease, where skill and qualifications are equal, seniority shall govern."

## **ARTICLE 12 - NOTICE OF LAYOFF**

### **12.01**

**a) In the event of a proposed layoff of a permanent nature:**

The Employer shall provide the Union with one (1) month written notice of the proposed layoff.

Provide to the affected employee(s), if any, no less than one (1) month written notice of layoff, or pay in lieu thereof at the employee's option.

Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union and affected employee(s), as identified above, shall be considered notice of layoff to the Union and subsequently displaced employee(s) for the purpose of this provision.

**b) Short Term Layoff**

For temporary layoffs of a full-time employee of more than two shifts, the Union and the employees laid off will receive two (2) working days' notice. Such laid off employee will be offered part-time work opportunities on a preferential basis over other part-time employees up to the normal weekly hours of work until recalled to full-time status. Such employee may alternatively elect to use their earned vacation entitlement, if any is owed at the time of layoff.

**c) Permanent Layoff**

In the event of a permanent layoff of displacement of a full-time bargaining unit employee, supervisory and management employees shall cease to work the cars as part of regularly scheduled crew.

An employee in receipt of notice of layoff Article 10.09 may:

- i. accept the layoff; or
- ii. opt to retire; if eligible under the terms of the Pension Plan covering bargaining unit employees; or
- iii. displace another employee who has the least bargaining unit seniority in the same or a lower paying classification in the bargaining unit if the employee originally subject to layoff has the qualifications to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intentions to do so and the position claimed within three (3) days after receiving the notice of layoff.

**d) Recall**

An employee shall be recalled from a layoff to an available opening, in order of seniority, provided they have the qualifications to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within twelve (12) months of being recalled.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with Article 10.09 (d).

It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by courier (with a copy to the Union), addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within five (5) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

**ARTICLE 13 - LOSS OF LICENSE**

**13.01** An employee who has their driver's license temporarily revoked will be considered on a leave of absence without pay for the duration of the license suspension on the first occasion that their license is suspended during their employment with their Employer.

This article does not prevent the Employer from exercising discipline under the collective agreement due to the events that caused a license suspension, subject to the employee's rights under the grievance procedure.

## **ARTICLE 14 - WORK OF THE BARGAINING UNIT**

### **14.01 Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, emergency or when regular employees are not readily available to perform the required work.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.01 Personal Leave**

The Employer will allow a leave of absence without pay to an employee for personal reasons if:

- a) The Employee requests it from the Employer in writing;
- b) The leave does not unduly interfere with operations;
- c) The leave does not exceed six (6) months;
- d) The leave is not for the purpose of working elsewhere.

The leave of absence may be extended for a further six (6) months if the employee requests such an extension in writing. Any person who is absent with written permission shall continue to accumulate their seniority for up to three (3) months and retain benefits paid by the Employer for thirty (30) days after the commencement of the leave; benefits may be continued for the full leave provided the approval of the insurance carrier is given and provided these benefits are paid by the employee.

### **15.02 Union Business**

- i. The Employer shall grant leave of absence with pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement provided that such leave will not interfere with the efficient operation of the Employer. When to be paid such leave will be previously authorized by the President of the local and wages and benefits will be reimbursed by the local. A written copy of such authorization will be provided in writing by the President of the local to the Employer. Such leave will not be unreasonably denied.

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

The total cumulative days will be forty (40) days per calendar year. There will be no more than two (2) employees off and not from the same base at any one time. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been. It is understood that the Employer shall deduct all applicable salaries and benefits from the union dues remittance.

- ii. In addition to the above, a part-time employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave. Such part-time employee will be credited with seniority for the number of hours of such leave to a maximum of forty-two (42) hours per week. The Union will advise the Employer of the number of such hours.

### **15.03 Full-Time Position with the Union**

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what their normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. The Employer shall continue to pay wages and benefits to the employee on a Union leave with the Union reimbursing the Employer the cost of wages and benefits within 30 days of the Employer invoicing the Union.

The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

The Employer may fill the vacancy resulting from such leave on a temporary basis.

### **15.04 Bereavement Leave**

- a) The Employer will provide five (5) days with pay in the event of the death of a member of an employee's Husband, Wife, Mother, Father, Son, Daughter, Brother, Sister, Grandparents, Grandchildren (this includes current in-law, common law and same sex relationships).

The Employer will provide three (3) days with pay in the event of the death of an employee's Aunt, Uncle, Niece, Nephew, 1st Cousin, Great Aunt/Uncle, Great Grandparents.

Paid days outline above shall mean scheduled working days within the two-week period following the day the death occurred. Employees may withhold up to two (2) paid days to be utilized outside of the two-week period to attend the funeral service or interment.

- b) Staff attending, without loss of regular pay, a Memorial or Funeral service for a member of staff or former staff will be assessed on an individual basis and approved at Division Administration's discretion provided that operational requirements are not compromised.
- c) If the death occurs during an employee's vacation, their vacation time shall be changed to Bereavement leave.
- d) Bereavement leave is specifically for the purpose set out above and cannot be used with any, or in place of, other leaves.

#### **15.05 Jury & Witness Duty**

An employee of Oneida Nation of the Thames who is required to:

- serve as a juror in any court of law, or
  - required by Crown Subpoena to attend a court of law as witness, or
  - required by Subpoena to attend a court of law, or coroner's inquest in connection with a case arising from the employee's duties; or
  - providing testimony on behalf of the Oneida Nation of Thames or the Crown with respect to workplace incidents;
  - will be considered as having worked for time spent to a maximum of the employee's normal daily hours of work and the employee's normal weekly hours of work where applicable.
- a) Employees who are attending court are not eligible for reimbursement if they are at court because of personal (not Administration or work-related) business.
  - b) Employees are required to report to work on days when they are not required for jury duty or to testify as a subpoenaed Crown witness in a court of law.
  - c) Employees must provide the Human Resources with a copy of the Summons or Subpoena in order to receive compensation while absent from work.
  - d) Employees must turn over to Oneida Nation of Thames any fee received as a juror or as a witness. The obligation to reimburse the Employer does not include meal and mileage payments.

- e) Employees are expected to report back to work if excused early or excused for an entire day. Proof of attendance is necessary.
- f) Benefits are maintained while an employee is on jury or witness duty.
- g) Employees who are attending Court as a result of a dispute with the Employer will not be paid under this provision; in clarification attendance at arbitration is not covered under this provision.

#### **15.06 Statutory Leaves of Absence**

All Employees are eligible for leaves of absence in accordance with, and subject to, the provisions of the *Employment Standards Act, 2000, as amended from time to time*.

#### **15.07 Pregnancy and Parental Leave**

"Pregnancy and Parental leave shall be granted in accordance with the *Ontario Employment Standards Act*, however employees on pregnancy or parental leave shall continue to take part in the benefit plans, including:

- i. the pension plan;
- ii. the life insurance and accidental death plans;
- iii. the extended health care plan; and
- iv. the dental plan,

Provided, however, that the employee pays the employer, in advance, the monthly cost, if any, of their share of the benefit.

When required and supported by medical documentation, a pregnant paramedic will be assigned to light duties, if available, and as per their physician's recommendations to the employer. It is understood that employer will also look outside the bargaining unit for these light duties, but will not be required to create work and will not allow such employees to work with information of a confidential nature."

- 15.08** If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

## **ARTICLE 16 - DISABILITY LEAVE**

### **16.01 Short Term Disability Plan**

- a) All full-time employees who have completed their probationary period, shall be covered under the Short-Term Disability (STD) Plan as fully described in the Sun Life Master Policy.
- b) The plan will provide, seventeen (17) weeks of STD benefits at seventy-five percent (75%) of the employee's gross pre-disability average weekly earnings, to a maximum of fifteen hundred (\$1,500) per week.
- c) Benefits are payable as follows:  
From the first day: Non-Occupational Injury  
From the fourth day: Non-Occupational Illness
- d) Where an employee returns from an absence and works continuously for two weeks, the benefit period of 17 weeks is reinstated in full.

If, within two weeks of the employees return to work, they are absent from work again due to illness or injury related to the initial reason, the leave will be considered a continuation of the initial absence. Where the employee is absent from work due to illness or injury unrelated to the initial reason, the full 17-week benefit period will apply.

### **16.02 Supplemental Sick Leave**

Only full-time employees will be entitled to supplemental sick leave and are utilized for sick days not covered under Article 16.01 above. Sick leave benefits are earned at 8 hours per month of active employment and are applied in each fiscal year to a maximum accumulation of 96 hours of sick leave benefit in a fiscal year. The hours of sick leave entitlement for the entire fiscal year shall be placed in the employee's sick leave bank on the first day of the fiscal year. The banking of sick leave will be subject to the right of the Employer to recover from departing employees any credits used but not earned. Unused sick leave benefits shall be paid out and are not carried over from year to year.

### **16.03**

- a) An employee will provide their request in writing to their immediate supervisor with a medical note that identifies that the absence is due to the employee's continued total disability from work. The employer will reimburse the employee for the reasonable cost of the medical note."

- b) Benefit coverage, in accordance with the Collective Agreement, shall be continued while an employee is on STD and Supplemental Sick Leave.

#### **16.04 Long-Term Disability**

The Employer shall pay 100% of the insurance premium cost for long term disability insurance;

- a) Subject to the provisions of the insurance plan which is currently in full force and effect, all full-time employees who have completed three (3) months of continuous employment are eligible to enroll in this benefit. The employee will be eligible for Long Term Disability payments in the amount of seventy-five percent (75%) of their monthly earnings to a maximum of five thousand (\$5,000.00) dollars per month.
- b) The insurance coverage outlined above is described in detail in a booklet prepared by the Oneida Nation of the Thames' Insurance Company and is available to each employee. At all times, the insurance coverage is governed by the master insurance plan with the insurer. The Policy Number for this insurance coverage by Sun Life Financial is 103258.
- c) An employee who is receiving payment under the long term disability plan shall not accrue vacation.

#### **16.05 Day of Injury/Injury Pay**

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

### **ARTICLE 17 - HOURS OF WORK**

#### **17.01 Hours of Work**

The following provisions are intended to define the normal hours of work and shall not be considered as a guarantee of hours per day, per week or of any particular work schedule.

- a) The standard hours of work for employees will be eight (8), ten (10) or twelve (12) in a day. Full-time employees shall average eighty (80) or eighty-four (84) hours per two (2) week period inclusive of meal periods.
- b) The Employer shall endeavour to schedule shifts and starting and stopping times for all employees as follows:

- i. Employees will not be scheduled for more than five (5) consecutive days;
- ii. Employees will have two (2) consecutive days off in a week;
- iii. Shifts will be assigned within each of the master rotation schedules for each job classification on an equal and rotating basis;
- iv. Full-time employees will be provided no less than 30 days' notice of a change in the master rotational schedule;
- v. Part-time employees will be provided no less than 48 hours' notice of a change in their schedule.

### 17.02 Rest Periods

There are no scheduled rest periods. Employees are paid for all hours worked and take rest periods as time allows.

### 17.03 Scheduling

- a) The Employer shall post a shift schedule not less than fourteen (14) days in advance. Where a shift becomes available after the schedule has been posted, the shift will be filled as soon as possible after notification including confirmation by e-mail to affected employees.
- b) Scheduling shall be determined by the Employer to maintain adequate and capable employees in order to provide proper care and coverage subject to the provisions of this Agreement.
- c) In the event of proposed changes to the current master schedule, the Employer will notify the Union in advance and agrees to meet with the Union to discuss the proposed changes a minimum of thirty (30) days prior to implementation. Part-time schedules will be posted two (2) weeks in advance and cover at least a two (2) week pay period.
- d) All part-time employees shall submit their scheduling availability as follows:
  - 1st quarter: January, February, March                      Submit by November 1st
  - 2nd quarter: April, May, June                                      Submit by February 1st
  - 3rd quarter: July, August, September                      Submit by May 1st
  - 4th quarter: October, November, December                      Submit by August 1st

Employees must submit a minimum of 36 hours availability in a bi-weekly pay period which must include two (2) – twelve (12) hour weekend shifts. A weekend shift is considered between Friday, shift 2 and Monday, shift 1. Shift availability must not be sequential.

Employees must provide availability for a minimum of four (4) paid holidays as

outlined in Article 19.01.

Part-time employees may be scheduled to work a maximum of eighty-four (84) hours in every two (2) weeks out of the hours provided above.

Notwithstanding any other Article in the Agreement, on a seasonal basis, part-time availability must include at least one (1) of the following shifts:

- December 24 (night shift)
- December 25 (day or night shift)
- December 31 (night shift)
- January 1 (day shift)

Part-time employees must maintain up to date contact information in the scheduling agent and advise if they are unable to meet the minimum requirements of availability.

Part-time employees may change their availability once the schedule has been posted.

A part-time employee may work up to a maximum of eighty-four (84) hours in a pay period at regular time.

- e) Quarterly schedule will be completed and shifts filled based on part-time availability submitted. Once the quarterly schedule is complete, staff will be able to view their shifts on Time Manager and an email will be sent to the employees with their shifts for the upcoming quarter. It is expected that an employee will work all scheduled shifts. It is the employee's responsibility to keep their availability updated on a regular basis.

f) **Distribution**

When shifts become available for part-time employees at the time the employer is preparing the regular shift schedule for full-time employees, the employer will offer the first shift of work available to part-time employees in that week at the time of scheduling to the most senior available part-time employee and will then offer the next shift of part-time availability in that week to the second most senior available part-time employee and continue this process until all available part-time hours have been distributed on the schedule. Once the employer has offered twelve (12) hours in a two (2) week pay period to all part-time employees, any shifts available on the schedule shall be distributed on a rotating seniority basis commencing with the first such shift being offered to the most senior part-time employee. The most current seniority list will be used. This does not constitute a guarantee of any work assignment.

- g) A shift will be deemed offered when a call is placed to an employee. If an employee accepts or declines, the offer will be recorded as a shift offered. If an employee notifies their Employer they are not available, there is no obligation on the Employer to try to contact the employee. It is expected that an employee will work all scheduled shifts.
- h) When a shift needs to be filled due to replacing an employee that is working or when there is one hour or less notification of a shift that needs to be filled, management may fill the shift at their discretion. Filling an emergency shift will not alter the order of the rotational shift-filling list, except that the employee who received the emergency coverage shift will be bypassed one time on the normal rotation of shift distribution.

i) **Emergency Shifts**

When a shift needs to be filled due to replacing an employee that is working or when there is one hour or less notification of a shift that needs to be filled, or after hours, or on weekends, or on stat holidays management may fill the shift at their discretion. Filling an emergency shift will not alter the order of the rotational shift-filling list, except that the employee who received the emergency coverage shift will be bypassed one time on the normal rotation of shift distribution.

- jj) An Open Shift shall be defined as any unfilled opening that occurs on the master schedule for any reason subsequent to the schedule being posted, including but not limited to vacation requests submitted with less than 4 weeks' notice, special events staffing, leaves of absences, illness, short-term disability, long-term disability, WSIB, pregnancy or parental leave.
- k) Open shifts in any pay period shall be offered to part-time employees on a rotating seniority basis commencing with the first such open shift in a week, being offered to the most senior employee.
- l) Both full-time and part-time schedule updates and revisions shall be recorded on the schedule and posted electronically for the duration of the six (6) week scheduling period.

m) **Mutual Shift Exchange**

Employees may be permitted mutual exchange of shifts with either full-time or part-time employees provided that the exchange request has been made, through the scheduling software, at least two (2) calendar days in advance of such exchange. The exchange cannot result in a cost to the Employer. Part-time employees cannot exchange shifts that are not equal in hours with other part-time employees. The

approval of the exchange shall be given through the scheduling software, by Oneida Paramedic Management. The Employer may grant shift changes with less than two (2) days' notice at its sole discretion.

#### **17.04 Off Time Between Shifts**

When an employee is required to change shifts, ten (10) hours shall be allowed between shifts. If, however, an employee is required to report on a second shift in any less than ten (10) hours after finishing the first shift, the employee shall be paid overtime rates for the period worked before the ten (10) hour time allowed for shift change has expired. This shall not apply in a case where an employee has requested a schedule change.

### **ARTICLE 18 - PREMIUM PAYMENT**

#### **18.01 Overtime**

- a) Full-time employees working on a twelve (12) hour shift schedule averaging eighty (84) hours over a two (2) week period will be paid overtime at the rate of time and a half (1.5) their regular hourly rate for all hours worked in excess of their eighty-four (84) hours averaged over the two (2) week schedule of work. Full-time employees working on an eight (8) hour or ten (10) hour schedule pursuant to Article 17.01 will be paid overtime at the above rate for all hours worked in excess of eighty (80) hours in a two (2) week period. Full-time employees working on a twelve (12) hour schedule pursuant to Article 17.01 averaging forty (40) hours per week over a six (6) week period will be paid overtime at the above rate for all hours worked in excess of forty hours (40) averaged over the six (6) week schedule of work.
- b) The case of part-time employees working on a twelve (12) hour shift schedule averaging eighty-four (84) hours over a two (2) week period, employees will be paid overtime at the rate of time and a half (1.5) their regular hourly rate for all hours worked in excess of their eighty-four (84) hours averaged over the two (2) week schedule of work. Part-time employees working on an eight (8) hour or ten (10) hour schedule will be paid overtime at the above rate for all hours worked in excess of eighty (80) hours in a two (2) week period. Part-time employees working on a twelve (12) hour schedule averaging forty (40) hours per week over a six (6) week period will be paid overtime at the above rate for all hours worked in excess of forty (40) hours averaged over the six (6) week schedule of work.

#### **18.02 Shift Over-Run**

Where any employee works a shift over-run in excess of their actual scheduled daily hours or open shift hours, they shall be paid for the work in excess at the rate of one and one-half times (1 ½) times their regular hourly rate. An employee responding to an emergency call fifteen (15) minutes prior to the commencement of their scheduled shift

will be paid for this 15-minute period at the rate of one and one half time (1 ½) regular hourly rate.

### **18.03 Overtime Premium and No Pyramiding**

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

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

### **18.04 Reporting Pay**

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

### **18.05 Changes to Master Schedule**

In the event of proposed changes to the current master schedule, the Employer will notify the Union in advance and agrees to meet with the Union to discuss the proposed changes a minimum of thirty (30) days prior to implementation. Part-time schedules will be posted two (2) weeks in advance.

### **18.06 Weekly Premium**

Employees shall be paid a shift premium of \$1.25 per hour for all hours worked on the night shift or shift 2.

#### **Weekend Premium**

Employees shall be paid a shift premium \$1.50 per hour for all hours worked between Friday, shift 2 and Monday, shift 1.

### **18.07 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may bank time, at the appropriate overtime rate, to be utilized as time off at a time mutually agreed upon between the employee and the Employer.

Employees may accumulate no more than eighty-four (84) hours at any given time. Any hours in excess of eighty-four (84) hours will be paid out.

Employees reserve the right to have banked hours paid out, in whole or in part, upon request.

Any hours not utilized at the end of the fiscal year shall be paid out.

#### **18.08 Distribution of Overtime**

Any shifts that are not filled at straight time will be offered first to 911 full-time employees on a rotating basis on seniority and availability in the scheduling manager. In the event no 911 full-time employees are available, the overtime will be offered to CP-LTC employees on a rotating basis based on seniority.

### **ARTICLE 19 - HOLIDAYS**

**19.01** The following days are recognized as Holidays for all employees:

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

Solidarity Day (National Aboriginal Day June 21st) will be provided to all full-time employees. Part-time employees will receive holiday pay for Solidarity Day in accordance with the formula set out in section 24 (1) of the *Employment Standards Act, 2000*, SO 2000, c. 41.

**19.02** In order to qualify for pay for a holiday, a full-time paramedic shall complete their regular schedule shift on each of their scheduled working days immediately preceding and following the holiday concerned and complete their scheduled shift on the holiday, if any, unless excused by the employer or the paramedic was absent due to:

- a) Vacation granted by the employer
- b) Sickness, providing a dated medical certificate from the attending physician is presented to support the absence
- c) Or while on a approved leave of absence

**19.03** For full-time employees, statutory holiday hours are pre-loaded at the beginning of each new calendar year for the entire year. Eligibility for these statutory holidays still remains

as stated in this article. Failure to meet eligibility will result in the loss of the affected statutory holiday.

**19.04** Where an employee works on a paid holiday under this Agreement, the employee will receive:

- a) Pay for all hours worked on such day at the rate of time and a half their regular straight time rate of pay; and
- b) Where eligible for holiday pay under this Article, time in lieu of holiday pay, in accordance with the provisions of the Collective Agreement.

**19.05** Requests for cash payouts of statutory holiday hours can only be made on hours attributed to statutory holidays that have already occurred.

**19.06** Notwithstanding full-time employees who are absent from work for any reason at the time of the designated holiday will be eligible for holiday pay only if they work at least one complete shift in the month of the holiday, unless prevented from doing so because the employee has been absent for the entire month in which the holiday occurs due to approved vacation leave under this Agreement.

**19.07** Part-time employees will be paid for holidays in accordance with the provisions of the *Employment Standards Act, 2000*.

## **ARTICLE 20 - VACATIONS**

**20.01** Vacation entitlement over the course of a vacation year will be determined by credited service of the employee as of April 1 of such year. The vacation entitlement of an employee for the vacation year is earned by employment with the Employer over the full twelve (12) months of such year.

Vacation credits are calculated as follows:

Less than one (1) year service	No entitlement
One (1) year but less than 3 years	Three (3) weeks' vacation
Three (3) years but less than five (5) years	Four (4) weeks' vacation
Five (5) years but less than ten (10) years	Five (5) weeks' vacation
Over ten (10) years	Six (6) weeks' vacation

For the purpose of taking vacation, the vacation year commences on April 1st and ends on March 31st of the following year.

**20.02** Vacation entitlement will be based on service on the employee's anniversary date.

### **20.03**

- a) Where during their vacation an employee becomes hospitalized, they may request to use their accrued sick leave credits for the period of their hospitalization in place of their vacation time provided that they provide satisfactory proof of such hospitalization for the period in question. Approval will not be denied unreasonably.
- b) Where an accident or illness occurs prior to a scheduled vacation, the period of vacation may be rescheduled and the period of the illness shall be considered sick leave, provided the employee produces a certificate from a qualified medical practitioner dated for the period of the illness and provided this does not result in carry over of vacation from one year to another.

**20.04** An employee who in any year is either terminated by the Company or terminates their employment with the Company, must return to the Company the proportional amount of the vacation pay which such employee has received for that year.

**20.05** Any regular full-time employee who is absent from work for more than seventeen (17) weeks while on the Short Term Income Protection Plan referred to in Article 16.01 of this Agreement, or for more than eight (8) weeks while on an approved leave of absence, shall have their vacation time and pay proportionately adjusted to reflect same.

**20.06** No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid at double their regular rate of pay, and their vacation day placed back into their bank.

**20.07** Any employee during the vacation year that is entitled to an increase in vacation pay entitlement shall have any additional credits prorate from the date of their anniversary (for that year). The following vacation year, the employee shall be granted full hours vacation entitlement based on their seniority listing/anniversary date in accordance with the entitlement listed in the collective agreement.

**20.08** As of April 1st, of each year, employees will have their vacation entitlement deposited into their vacation banks for use during the financial year (April 1st to March 31st).

### **20.09**

- a) Vacation periods will be administered four (4) times per year covering four (4) three (3) month periods.
  - i) The first submission will be for the period of January 1<sup>st</sup> through March 31<sup>st</sup>. The deadline for this submission will be November 1<sup>st</sup> of the preceding year.

Requests will be administered by the Employer no later than December 1<sup>st</sup>.

- ii. The second submission will be for the period of April 1<sup>st</sup> through June 30<sup>th</sup>. The deadline for this submission will be February 1<sup>st</sup>. Requests will be administered by the Employer no later than March 1<sup>st</sup>.
- iii. The third submission will be for the period of July 1<sup>st</sup> through September 30<sup>th</sup>. The deadline for this submission will be May 1<sup>st</sup>. Requests will be administered by the Employer no later than June 1<sup>st</sup>.
- iv. The fourth submission will be for the period of October 1<sup>st</sup> through December 31<sup>st</sup>. The deadline for this submission will be August 1<sup>st</sup>. Requests will be administered by the Employer no later than September 1<sup>st</sup>.
- v. Every reference to a submission deadline date shall be considered 23:59:59 hours on the prescribed deadline date.

All vacation requests submitted outside of the submission deadlines shall be processed on a first come, first served and operationally feasible basis.

- b) Employees will submit all vacation requests electronically via the scheduling software. Approvals for vacation requests will be based on operational requirements. Any conflicts with vacation choices that arise shall be decided on the basis of seniority up to the deadlines established as above. Request which cannot be approved will be placed on a waiting list and will be given future consideration based on seniority. After the respective deadlines above, vacation approvals shall be decided in favour of the employee first requesting the vacation period over which there may be a conflict.
- c) Any requests made after the deadlines above, shall be responded to within seven (7) days of the request being made.

**20.10** Any vacation entitlement unused as of March 31<sup>st</sup> of any year shall be paid out in cash.

**20.11 Part-Time Vacation Pay**

Part-time employees will receive vacation pay and vacation time based upon the following schedule:

2,184 hours but less than 6,552 hours	6%	3 weeks
6,552 hours but less than 10,920 hours	8%	4 weeks
10,920 hours but less than 21,840 hours	10%	5 weeks
21,840 hours and above	12%	6 weeks

Vacation pay shall be based upon the part-time employee's gross earnings from the employer in the previous vacation (anniversary) year, and Article 18.02 shall apply.

## **ARTICLE 21 – BENEFITS**

**21.01** The Employer shall pay the premiums on behalf of full-time employees, to provide a group insurance plan that is currently in effect and insured through Group Insurance Policies. The insurance coverage is described in detail in a booklet prepared by the Insurance entity. The booklet description is subject to the master insurance plan provisions. It is acknowledged that the Sun Life Financial Plan is Policy Number 103258.

The Employer may at any time substitute another carrier for any insured plans provided that the coverage will be **substantially equivalent** to the plan presently in effect. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and the Union will ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

Subject to the above, insured benefits will include the following:

- Base Group Life (2x annual earnings to a max. of \$250,000)
- Accidental Death and Dismemberment (2x annual earnings to a max. of \$250,000)
- Dependent Group Insurance (Spouse: \$10,000; Child: \$5,000)
- Long Term Disability (75% of monthly earnings up to \$5,000 per month with this monthly cap)
- An Employee Assistance Program shall be provided for all employees (full-time and part-time)
- Semi-Private Hospital (100%)
- Extended Health Insurance
  - Prescribed drugs (100%)
  - Hearing aids (\$600 every 48 months)
  - Professional services (\$500 per service)
- Dental Benefits (100%)
- **Vision care – Effective July 1, 2020**, increase to \$300 every 2 years for adults and \$300/year for children;
- Psychological support for full-time staff (only) at \$1,500 annually, through the group benefits program.

**21.02** All insurance premiums for the listed benefits will be paid by the Employer.

### **21.03 Pensions**

All present employees enrolled in the Employer's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions. The contribution rate in the plan shall be 9% each for the member and the Employer.

**21.04** Part-time employees will receive an amount equal to 16% of their regular hourly rate for each hour of work performed in lieu of the benefits noted above. For clarity, the percentage in lieu for any part-time employee who is enrolled in the Pension Plan shall be reduced by the amount of the Employer's contribution to such Pension Plan.

### **21.05 Mental Health Days**

Full-time Employees shall be entitled to one (1) paid mental health day per calendar year. Mental health days have no cash value and unused days shall not be paid out of carried over to the next calendar year.

## **ARTICLE 22 - HEALTH & SAFETY**

**22.01** The Employer agrees to establish and maintain a joint Health and Safety Committee in accordance with the provisions of the Occupational Health and Safety Act RSO, 1990. The Committee shall be comprised of at least two (2) representatives from the Union and two (2) representatives from the Employer. It is agreed that the committee shall not meet when the number of Employer representatives in attendance exceeds the number of Union Stewards in attendance. The meetings shall be chaired alternatively by a person designated by the Employer and a person designated by the Union and minute-taking responsibility shall be similarly shared.

**22.02** Employees on the Occupational Health and Safety Committee who attend meetings of the Committee during their normal working hours shall be paid at their regular straight time earning or if called in for a meeting shall be paid a minimum of four (4) hours of straight time pay.

**22.03** The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. 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.

**22.04** Such Committee shall identify potential damages and hazards and recommend actions to be taken to improve conditions related to health and safety.

**22.05** The Employer agrees to provide all safety clothing and protective equipment and clothing where it requires that such shall be worn by its employees.

**22.06** The Employer recognizes its Duty to Accommodate employees under the Ontario Human Rights Code. Both employees and the Union shall cooperate with the Employer in achieving this Duty.

### **ARTICLE 23 - UNIFORMS**

#### **23.01**

a) The Employer agrees to furnish each full-time employee clothing as follows:

- Five (5) shirts
- Four (4) pair of pants
- One (1) 5-1 jacket
- One (1) full-zip sweater
- One (1) winter toque
- One (1) pair boots – replaced as determined by the Employer.

b) The Employer agrees to furnish each part-time employee clothing as follows:

- Three (3) shirts
- Three (3) pairs of pants
- One (1) 5-1 jacket
- One (1) full-zip sweater
- One (1) winter toque
- One (1) pair boots – replaced as determined by the Employer.

#### **23.02**

a) Uniforms will be topped to full-time allotment upon attaining regular full-time employment status.

b) All uniforms will be replaced upon proof of need at the Employer's discretion, however, all uniform items issued by the Employer are and shall remain the property of the Employer.

c) The boots issued by the Employer become the property of the employee and need not be returned to the Employer.

d) The Employer reserves the right to redesign or change the format of the uniform at its discretion.

e) There shall be no sharing of uniform items amongst employees.

f) Employees shall wear issued uniform items only during their scheduled shift.

**23.03** Upon termination of any employee for any reason, such employee shall return the full uniform, except their boots, prior to receiving their final pay cheque. Any uniform items lost, stolen or not returned to the Employer upon termination of employment will be replaced by the Employer and billed to the employee on a cost recovery basis.

## **ARTICLE 24 - COMPENSATION**

### **24.01**

#### **a) Weather Bound Expenses**

In the event an employee on duty is weather bound overnight due to authorized road closing under the Highway Traffic Act, the employee shall contact the Supervisor/Manager for instructions and the Supervisor/Manager may direct and pay for authorized hotel/motel accommodations or designate an alternate route to return to the station involved instead of overnight accommodation.

In the event overnight accommodation is authorized, the employee's duty hours shall cease at the end of the scheduled duty shift and shall resume only upon commencement of the return journey, for which payment will be made at regular hourly rates.

In this event, if the employee misses any scheduled duty hours, the employee shall be reimbursed for those hours.

#### **b) Job Classification**

In the case of a new classification, the Employer will meet with the Union to negotiate the wage rate. The new wage rate will become effective on the date the new classification commenced. If there is no agreement to a wage rate, either party may refer the matter to arbitration within fifteen (15) days of the date on which the wage rate was discussed. The arbitrator shall be limited in making their decision to a review of the new wage rate against the current wage rates for other bargaining unit positions and shall not engage in an external comparisons with the wages rates of employees of other employers.

#### **c) Job Descriptions**

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy of the job description shall be

forwarded to the Union at the time that the Employer notifies the local Union of the rate of pay pursuant to Article 22.01(b) above.

#### **24.02 Wage Payments**

Employees are responsible for submitting an accurate time sheet that reflects all of the hours worked, including overtime and incidental benefits for the current pay period.

All time sheets will be:

- Submitted no later than the Saturday ending the pay period;
- Indicate actual time for reporting to work;
- Must be accompanied with the overtime form authorizing the overtime; such forms will be attached to the time sheet provided to employees.

All employees will be paid bi-weekly on every second Thursday for the payroll ending on the previous Saturday. Part-time employees will be paid their vacation pay each pay as it is earned and will be included on their regular pay deposit.

If after an employee has received their pay, or, if after all data has been input and sent electronically to the bank for payment to all individual employee bank accounts, any changes or corrections that need to be made will be processed on the next payroll processing date, if the employee has made a timesheet error. However, a manual cheque will be provided to the employee, if an amount is due to the employee and if the error was made by the employer.

Payroll advances or personal loans are not available.

### **ARTICLE 25 - EDUCATIONAL MATTERS**

**25.01** The Employer will schedule in-house training sessions on non-scheduled working days, Monday through Friday inclusive. This is not applicable to legislatively mandated training.

**25.02** An employee scheduled for training on non-scheduled working days, shall be paid for all hours in training spent, in accordance with Article 18.

#### **25.03 Advanced Care Paramedic (ACP)**

Should the Employer introduce the ACP Program to the service during the life of the Collective Agreement, the parties shall discuss the details of the implementation.

**ARTICLE 26 - GENERAL**

**26.01** It is agreed that the Union and the employees will not hold meetings at any time on the premises of the Employer without the permission of the Employer other than as contemplated by Article 5.01(c) of this Agreement.

**26.02** It shall be the duty of each employee to notify the Employer promptly of any change in address. Any notice required of the Employer shall be deemed to have been given, if forwarded by priority post to the employee at the last address of which the Employer had notice. The Employer shall notify the Union of any difficulties contacting an employee.

**ARTICLE 27 - DURATION**

**27.01** This Agreement will be in effect from April 1, 2024 to March 31, 2027.

**27.02** Nothing in this Agreement is retroactive unless specified in writing.

**27.03** Either party may serve the other with notice within the last three (3) months of its operation that it wishes to amend the Agreement.

**27.04** On receipt of such notice by either party, the two parties shall meet and bargain in good faith to reach a renewal agreement.



In the event that neither party serves notice to amend as provided in 27.03, this Agreement shall continue automatically for annual periods of one year each until and unless one party gives notice under Article 27.03.

Dated at Oneida, Ontario, this 15th day of November, 2024.

**FOR THE EMPLOYER:**



**FOR THE UNION:**

  
Breanna Howe (Nov 15, 2024 12:34 EST)  
Shannon Ingal. (Nov 15, 2024 11:20 EST)

**SCHEDULE "A"**

**Wages – All employee classifications**

The following rates of pay apply to all classifications.

	<b>Effective Date</b>	<b>Rate of Pay</b>
<b>April 1, 2024</b>	Start Rate / 0 – 2,184 hours	\$42.45
	Regular Hourly Rate	\$44.04
<b>April 1, 2025</b>	Start Rate / 0 – 2,184 hours	\$44.15
	Regular Hourly Rate	\$45.80
<b>April 1, 2026</b>	Start Rate / 0 – 2,184 hours	\$45.69
	Regular Hourly Rate	\$47.40