

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 2102**

and

The Corporation of Haldimand County

DURATION: February 1, 2022 – January 31, 2025



**Sector 1
2-2102-10542-20250131-1**

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ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both Parties to this Agreement:

- (1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- (3) To encourage efficiency in operation and the highest possible standards of service to the public;
- (4) To promote the morale, well being and security of all paramedics in the bargaining unit.

WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the employment conditions of the paramedics be drawn up in a Collective Agreement.

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as a sole collective bargaining agent for all paramedics employed by the Corporation of Haldimand County in the Province of Ontario, save and except supervisors, and persons above the rank of supervisor.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of management are retained by the management and remain exclusively and without limitations within the rights of management. Without limiting the generality of the foregoing, management's rights include:

- (a) The right to maintain order, discipline, and efficiency and in connection therewith, to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees and the right to discipline or dismiss employees for just cause;
- (b) The right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, layoff, recall and suspend employees and select employees for positions not covered by this Agreement;

- (c) The direction of the working force, the right to plan, direct and control the operation of the Service, the right to introduce new and improved methods, facilities equipment, the amount of supervision necessary combining or splitting up of departments, work schedules, establishment of standards and quality of care. The determination of the extent to which the Service will be operated and the increase or decrease in employment;
- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in the Service. It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and it is understood that a claim that the Service has exercised these rights in an inconsistent manner shall be a proper subject for grievance.

ARTICLE 4 – DEFINITIONS

4.01 Full-time Employees

A full-time employee is one who is scheduled to work more than twenty-four (24) hours per week on a regular and continuing basis.

4.02 Part- time Employees

A part-time employee is an employee who is scheduled for work on average 24 hours per week or less.

4.03 Primary Care Paramedic

A primary care paramedic is a paramedic as defined under the Ambulance Act, Regulations and Standards.

4.04 Advanced Care Paramedic

An advanced care paramedic is a paramedic as defined under the Ambulance Act, Regulations and Standards.

4.05 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employees and Employer, or by the Employer on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probation period will be credited with the appropriate seniority.

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

Part-time employees interested in such temporary full-time work may record such interest in writing with the Employer. Consideration shall be given to such request prior to hiring new employees.

ARTICLE 5 – UNION SECURITY

- 5.01** The Employer shall deduct from the regular pay of each paramedic in the bargaining unit, starting with the pay period nearest to the paramedic's date of hire, an amount equivalent to such union dues as may be designated by the Union from time to time. The Employer agrees to remit this amount to the Accounting Department, 100 Lesmill Road, North York, Ontario, not later than the fifteenth (15th) day of each month following deduction, accompanied by a list of names, and with the first dues deduction, the S.I.N. numbers of the paramedics from whose pay the dues have been deducted. The Employer agrees that, should negotiations result in retroactive payment of salary increases, the Employer will deduct the amount of dues required by the Article at the time the payment is made.
- 5.02** The Employer agrees to include on the T4 slips of each paramedic affected by this Article the annual total of dues deducted.
- 5.03** The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised will continue to be deducted until changed by further written notice to the Employer.
- 5.04** The Union will indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.

ARTICLE 6 – RELATIONSHIPS

- 6.01** The parties hereto mutually agree that any employee of the Employer covered by this Agreement shall, as a condition of employment, become a member of the Union.

Without limiting the forgoing, the Employer agrees not to interfere with the rights of its Employees designated within the scope of this Agreement, to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any Employees because of Union Membership and/or activity.

- 6.02** It is mutually agreed that a Union representative will be given the opportunity of interviewing each new employee during the employee's orientation for the purpose of further informing such employee of the existence of the Union in the Service. The Employer shall designate the time and place for such interview, the duration of which shall not exceed fifteen minutes. The interview shall take place in the Employer premises, in a room designated by the Employer, and the employee shall report to this room for the interview during the interview period. The Employer may have a representative present at this interview.

- 6.03** The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members. Particularly, there shall be no discrimination against employees with respect to terms and conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, sexual orientation, gender identity, gender expression, sex, family status or disability.

- 6.04** The Parties acknowledge their joint responsibility to accommodate employees as contemplated and required by the *Ontario Human Rights Code*.

- 6.05** 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, except as otherwise provided for herein with respect to the Essential Services Agreement addendum to this collective agreement.

ARTICLE 7 – STEWARDS AND COMMITTEES

- 7.01** The Employer acknowledges the right of the Union to elect five (5) stewards plus the President. All stewards shall have completed their probationary period. The name and area of each of the stewards shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been so notified. In matters of discipline involving a written reprimand, suspension or dismissal, the Employer shall provide notification in writing of such discipline to the employee and the Steward.
- 7.02** The right of stewards and grievors to leave their work without loss of pay for the purpose of servicing grievances is granted on the following conditions:
- (a)** The time shall be devoted to prompt handling of Union/Management relations.
 - (b)** It is agreed that Union stewards have their regular duties and responsibilities as a paramedic to perform and shall not leave their regular duties without first obtaining permission from the Manager, Emergency Services. The steward shall report to their supervisor upon return.
 - (c)** The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- 7.03** The Union shall have the right to have the assistance of a Staff Representative of the Ontario Public Service Employees Union and/or legal advisor when dealing with or negotiating with the Employer and similarly the Employer shall have the right to have the assistance of a legal advisor when dealing with or negotiating with the Union.
- 7.04** The Employer agrees to recognize a Negotiating Team consisting of three (3) members of the bargaining unit, comprised of the President plus two (2) members, as well as a Staff Representative of the Ontario Public Service Employees' Union. The Union and/or the Employer may bring outside counsel to the table as required.

Employees who are representing the Ontario Public Service Employees Union shall be granted time off without loss of pay or benefits by the Employer for time spent in grievance, and/or negotiation meetings, including Essential Services negotiations, with the Employer, up to but not including arbitration.

If negotiation meetings (prior to arbitration) are conducted outside the employee's scheduled hours of work, the employee will be paid their regular rate of pay for the hours of negotiations, not to exceed eight (8) hours of pay per day.

The Employer, subject to its operational needs, shall also release the Negotiating Team members from their duties for preparation time with the Union for negotiations with the Employer. The Employer shall maintain salary and benefits for such preparation time and will invoice the Union for 100% reimbursement by the Union for the wages and benefits paid to members for such time.

7.05 Labour Management Committee

A Union-Management Cooperation Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union, one (1) shall be the Local President. The parties agree that any member may designate a temporary alternative to act in their absence. The committee shall enjoy the full support of both Parties in the interest of maximum service to the public.

7.06 The Committee shall pre-schedule labour management committee meetings at a mutually agreeable time and place but in any event, at least once every three (3) months. Members shall endeavour to exchange agenda items at least two (2) weeks in advance of such meeting. Where there are no agenda items, the meeting may be cancelled at the mutual agreement of the parties. Likewise, if an urgent issue arises, the committee shall meet at the request of either the Union or the Employer.

7.07 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union, or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union, and to the Employer, with respect to its discussions and conclusions. The Union and the Employer agree to respond, in writing, to such recommendations within thirty (30) calendar days.

7.08 Members of the Committee shall suffer no loss of wages while in attendance at Committee meetings. If a committee meeting is conducted outside the employee's scheduled hours of work, the employee will be paid for actual time spent, not to exceed four (4) hours at regular rate of pay for the purposes of attending such meeting.

ARTICLE 8 – GRIEVANCE

- 8.01** For the purposes of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Employer or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement or related legislation.
- 8.02** The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement or related legislation which are alleged to have been violated.
- 8.03** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right to the presence of their steward. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

Where the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing, within three (3) days.

- 8.04** It is the mutual desire of the parties hereto that complaints 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 or 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 with their immediate supervisor or designate within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the ten (10) days, it shall be taken up as a grievance within ten (10) days following the immediate supervisor's or designate's decision in the following manner and sequence:

Step 1

The employee shall submit the grievance in writing on the appropriate form, and signed by them, to their immediate supervisor or designate. The employee may be accompanied by a Union Steward. The immediate Supervisor or designate will deliver their decision in writing within five (5) days following the day on which the written grievance was presented to them. The Union and the Employer may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Manager, Emergency Services.

A meeting will then be held between the Manager, Emergency Services and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

The decision of the Employer shall be delivered in writing within ten (10) days following the date of such meeting.
Failing settlement, then:

Step 3

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Manager, Human Resources of the Employer or the designated Employer representative.

A meeting will then be held between the Manager, Human Resources or the designated Employer representative and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties.

The decision of the Employer shall be delivered in writing within ten (10) days following the date of such meeting.

8.05 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation application or alleged violation of the Agreement shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which they could have instituted themselves and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is an Employer grievance it shall be filed with the Grievance Committee at Step 3.

8.06 Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Manager, Emergency Services, or their designate within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

If an employee, who has completed their probationary period, claims that they have been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union Steward, or by the Union Steward at Step 2 of the grievance procedure to the Employer within ten (10) days following the date the discharge is effective.

ARTICLE 9 – MEDIATION/ARBITRATION

9.01 Mediation Arbitration

When the Employer or the Union decides that a grievance is to be submitted to Arbitration, including any question as to whether the issue is or is not arbitral, notification shall be given in writing to the Party opposite in interest within one (1) calendar month of the reply at Step Three (3). Such notification shall be submitted by registered mail, and/or facsimile followed by a hard copy, and shall indicate the name and address of the referring Party's nominee to the Board of Arbitration. The recipient of such notice shall within fourteen (14) working days thereafter inform the other of the name and address of its nominee to the Board and the two (2) nominees shall, within ten (10) working days of the appointment of the second of them attempt to select a third member who shall act as Chair.

9.02 If the recipient of the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chair within the time limits as aforesaid, the appointment shall be made by the Ontario Ministry of Labour upon the request of either Party. It is understood and agreed however, that the Employer and the Union may mutually agree to extend the time limit for selecting the Chair.

9.03 The Board shall determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and shall issue a decision and, subject only to the provisions of this Agreement; such decision shall be final and binding upon the Parties and upon any paramedic(s) affected by it. The decision of a majority is the decision of the Arbitration Board and if there is no majority, the decision of the Chair shall govern.

- 9.04** The Arbitration Board shall not have authority to alter or change any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms or conditions of this Collective Agreement, or in any way modify, add to or detract from any of the provisions of this Collective Agreement.
- 9.05** The Parties to this Collective Agreement shall pay the fees and disbursements of their respective nominees to a Board of Arbitration and shall share equally in the fees and disbursements of the Chair. The Parties further agreed that, in the event of any cancellation fees being levied by the Board of Arbitration members, the Party responsible for such cancellation shall be solely responsible for all such fees. In the event of a cancellation due to an agreed settlement or through mutual agreement, cancellation fees will be shared by both parties.
- 9.06** No person who has assisted in the negotiation of this Collective Agreement, or any renewal thereof, may be appointed to such Board of Arbitration.
- 9.07** The Employer and the Union may, by mutual agreement, in writing, substitute a sole Arbitrator for the Board of Arbitration herein and the sole Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.
- 9.08** The Parties reserve the right to make application for Arbitration using Section 48 (1) of the *Ontario Labour Relations Act* and should such right be exercised, agree to inform the other Party in accordance with the time limits specified above.
- 9.09** Nothing in this Agreement shall preclude the Union and Employer from agreeing to substitute a Mediator/Arbitrator for the Board of Arbitration. If a Mediator/Arbitrator is substituted, each party is responsible for one half (1/2) of the associated fees and expenses.
- 9.10** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure, unless agreed to by both parties.
- 9.11** Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

ARTICLE 10 – SENIORITY

10.01 Probationary Period

A new employee will be considered on probation until they have completed 720 regularly scheduled hours of work, excluding any orientation period. Upon completion of the probationary period, they shall be credited with seniority equal to 720 hours. With the written consent of the Employer, the probationary employee, and the designated Union Representative, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.

10.02 Definition of Seniority

Full-Time

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire.

Seniority will operate on a bargaining unit wide basis.

Part-Time

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

Seniority will operate on a bargaining unit wide basis.

No employee may be credited with more than two thousand one hundred and eighty-four (2184) hours per one (1) year seniority in any calendar year.

10.03 Transfer of Service and Seniority

An employee whose status is changed from full-time to part-time shall receive credit for their full service and seniority on the basis of one (1) year equals 2184 hours work and prorated accordingly. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 2184 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

An employee, employed by the Employer transferring from other bargaining units into this bargaining unit shall be credited with full service for the purposes of vacation entitlement and employee recognition. For all other purposes, including seniority, they shall be treated as a new hire.

An employee who is transferred to a position outside of the Bargaining Unit shall retain full service for the purposes of vacation entitlement and employee recognition.

Employees transferring on a temporary basis will continue to pay union dues and shall maintain the right to their Bargaining Unit position, for up to a twelve (12) month period. If required, the period may be extended by mutual agreement of the parties to a total maximum of eighteen (18) months, at which time the employee would transfer back to the bargaining unit, or the transfer shall be considered permanent.

10.04 Seniority shall be accumulated under the following circumstances only:

- (a) For all regular hours worked;
- (b) When on an approved vacation, designated holiday or other leave of absence, with pay;
- (c) When on an approved union leave;
- (d) When on an approved pregnancy and/or parental leave;
- (e) When in receipt of WSIB up to a period of twenty-four (24) months;
- (f) When on an approved sick leave, for a period, of up to twenty-four (24) months;
- (g) When in receipt of Long Term Disability benefits, up to a period of twenty-four (24) months;
- (h) When laid off, up to a period of twenty-four (24) months.

10.05 Seniority shall be retained, but not accumulated under the following circumstances:

- (a) When transferred to a non-bargaining unit position, for a period of up to 12 months or eighteen (18) months if mutually agreed;
- (b) When on an unpaid, approved education leave of absence (Article 15.04 (b)), up to a period of twelve (12) months;
- (c) When on an unpaid, approved personal leave of absence, extending beyond one month, up to a period of twenty-four (24) months;
- (d) When on any unpaid, approved job protected leave in accordance with the Employment Standards Act, except otherwise provided herein.

10.06 Seniority shall be lost and an Employee shall be deemed terminated if:

- (a) employee quits;
- (b) employee is discharged, and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) employee fails upon being notified of a recall to signify their intention to return within five (5) working days after they have received the notice of recall, and fail to report to work within ten (10) working days after they have received the notice of recall;
- (g) employee is absent due to sickness or accident for a period longer than twenty-four (24) months, except that such employee shall retain any rights which such employee then has in use under the Long Term Disability Coverage;
- (h) employee fails to return to the bargaining unit within eighteen (18) months of a transfer to non-bargaining unit position.

Note: This clause shall be interpreted in a manner consistent with the provisions of the *Ontario Human Rights Code*.

10.07 Seniority Lists

- (a) Seniority lists of employees shall be maintained by the Employer on a Bargaining Unit basis.
- (b) Seniority lists will be revised and brought up to date by the Employer and posted prior to the last business day of February and August of each year. The Employer will post a copy of the list in each base and will supply the Union with copies upon request.

ARTICLE 11 - JOB SECURITY

11.01 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the County of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this Agreement every three (3) months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit including:

- (i)** identifying and proposing possible alternatives to any action that the Employer may propose taking;
- (ii)** identifying and seeking ways to address the retraining needs of employees;
- (iii)** identifying vacant positions within the Service for which surplus members of the bargaining unit may qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the Employer and of the Union. The number of representatives is to be determined and shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at their regular or premium rate as may be applicable. The Employer shall make typing and other such clerical assistance available as required.

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

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article the Employer will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Haldimand County Senior Management Team or the Manager, Human Resources. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this Agreement.

It is understood that all of the above shall be completed in a timely manner.

11.02 Order of Lay offs

- (a) Where it becomes necessary to reduce staffing levels, employees will be laid off in the following order:
- Temporary staff with no seniority
 - Temporary full-time staff will be reduced to part-time status
 - Part-time staff, in reverse order of seniority
 - Full-time staff, in reverse order of seniority
- (b) The Employer shall not hire any new employee to perform work customarily and regularly performed by Bargaining Unit employees while a qualified Bargaining Unit member is on lay off with recall rights.

11.03 Temporary Lay offs

- (a) A temporary lay off is defined as a lay off for a period of less than thirteen (13) weeks.
- (b) In the event that there is a need for temporary lay offs, the Employer will endeavour to provide at least fourteen (14) calendar days notice to the effected employees.
- (c) The notice period shall begin when the employee receives written notice. Copies of such notice will be provided to the Union Local.
- (d) The employee is deemed to receive notice on the date written notice is given to them by hand or the date of registration, if given by registered mail.
- (e) The affected employee will not receive severance pay during the temporary lay off.

11.04 Permanent Layoff

- (a) In the event of a proposed layoff within the service of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
 - (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
 - (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

11.05 Access to Work

- (a) It is agreed that a laid off full-time employee will have first access by seniority to any and all work up to the normal weekly full-time hours of work as covered by this Collective Agreement.
- (b) If all laid off full-time employees have been assigned their full hours, laid off part-time employees in order of seniority, will have access to any additional hours of work that is covered by this Agreement.
- (c) Access to these hours of work will continue until the laid off employee's recall rights have expired.

11.06 Layoff and Recall

- (a)** In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority and status, in accordance with Article 11.02 - Order of Lay-offs, provided that there remain on the job employees who then have the ability to perform the work.
- (b)** An employee who is subject to layoff shall have the right to either:

 - (i)** accept the layoff, or
 - (ii)** displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.
 - (iii)** The decision of the employee to choose (i) or (ii) above shall be given in writing to the designated Employer representative within ten (10) working days (excluding Saturday, Sunday and Holiday(s) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c)** An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work before such opening is filled on a regular basis under a job posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d)** In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (e)** An employee recalled to work in a different paramedic classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f)** No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (g)** 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 registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) 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.
- (h)** Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i)** No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employee.
- (j)** In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k)** A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

11.07 Severance and Retirement Options

- (a) (i)** Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 11.02 (a) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- (ii) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 11.02 (a) but prior to the effective date of layoff that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) The Employer may offer any employee a retirement option in order to avoid potential layoffs.

Prior to issuing notice of layoff pursuant to Article 11.02 (a) in any classification(s) the Employer will advise Council of those employees who may be eligible for early retirement under OMERS, as may be in effect at that time, to the extent that the maximum number of such employees is equivalent to the number of employees within the classification who would otherwise receive notice of layoff under Article 11.02.

Any such advice will be provided to Council in order that the Employer may consider offering any such employee a retirement option in order to avoid potential layoff.

- (c) Laid off Employees are entitled to notice, and severance pay in accordance with the ***Employment Standards Act***.

11.08 Benefits on Layoff

In the event of a layoff of a full-time employee, the Employer shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

11.09 Voluntary Exit Option

An employee who has not received notice of lay off may offer to be laid off in place of a more junior employee. The Employer retains the sole discretion to accept this offer. If the employee's offer is accepted, he will be deemed to have been laid off on the date provided to the junior employee, or such earlier date as may be agreed, in which case notice of lay off is not applicable to the employee, but severance pay is applicable.

11.10 Successor Rights

In the event that the ambulance service is contracted out to another provider, the Employer will ensure the subsequent provider offer employment to all employees provided that they have maintained their qualifications under the *Ambulance Act*. Further, the Employer recognizes the provisions of the *Labour Relations Act* regarding successor rights.

11.11 Contracting Out

No employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.

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

ARTICLE 12 - JOB POSTING

12.01 Where a permanent 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 by the Employer for a period of seven (7) days excluding Saturday, Sunday, and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered under the job posting procedure prior to consideration of persons not employed by the Employer.

12.02 The postings referred to in Article 12.01 shall stipulate the qualifications, classification, rate of pay, and a copy shall be provided to the Chief Steward.

12.03 Employees shall be selected for positions under either Article 12.01 or 12.04 on the basis of seniority, as of the last pay period at the time the vacancy is posted, providing the successful applicant, if any, is qualified to perform the available work. Where an employee is deemed not qualified to perform the work, the Employer will contact the Union prior to making the selection to discuss. Following the selection, the name(s) of the successful applicant(s) shall be provided to the Union by electronic notification.

- 12.04** Temporary vacancies expected to last less than eight (8) weeks will be distributed amongst part-time staff through the normal scheduling process. Temporary vacancies expected to last greater than eight (8) weeks will be posted to seek applications from part-time staff only. In considering such part-time employees the criteria for selection in 11.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to their former position.
- 12.05** The Employer shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job.
- 12.06** The successful applicant will be placed in the permanent vacancy for a trial period not exceeding three hundred and sixty (360) hours worked and if the employee proves satisfactory, then they shall be considered permanently assigned to that vacancy. If the employee proves unsatisfactory during that time, or if the employee feels they are unable to perform the duties of the vacancy to which they are posted, the employee will be returned to their former position at their former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 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, or in emergencies when regular employees are not available.

The parties agree that supervisory staff will be permitted to work as required by the Base Hospital, to maintain their qualifications and credentials as a Paramedic and to provide First Response when required to do so. No employee shall suffer any loss by virtue of a Supervisor performing work.

ARTICLE 14 - TECHNOLOGICAL CHANGE

- 14.01** Technological Change means the automation of equipment or the mechanization or automation of operations, or the replacement of existing equipment of machinery with new equipment or machinery which results in the displacement of an employee from their regular job.
- 14.02** Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Employer undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 14.03** Where new or greater skills are required than are already possessed by affected employees under present methods of operation, such employees shall be given a period of training, with due consideration being given to the previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 14.04** Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.
- 14.05** Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Employer where not covered by OHIP.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01** Any leave taken under Article 15 is considered part of and not in addition to emergency leave provided in the Employment Standards Act.
- 15.02 Bereavement Leave**
- (a)** Where a death occurs in the “Immediate family” of an Employee, the Employee shall be granted four (4) consecutive calendar days off within twelve (12) months of the date of the death, and receive pay of all scheduled “shifts” necessarily lost from work within that time period specified. Immediate family will be defined as spouse, common-law spouse or child.

- (b) In the case of the death of an Employee's father, mother, sister, brother, mother in law, father in law, grandchild, brother in law, sister in law, grandparent or spouse's grandparent, son-in-law, daughter-in-law or step parent the employee shall be granted three (3) consecutive calendar days off within twelve (12) months of the date of the death, and receive pay for all scheduled "shifts" necessarily lost from work within the time period specified.
- (c) Notwithstanding the above, upon request individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions on a consecutive calendar days basis within twelve (12) months of the date of the death.
- (d) An employee shall be granted one (1) calendar day of leave without loss of pay to attend the funeral and/or mourning upon the death of their current assigned full-time paramedic partner.
- (e) Such leave shall be completed by the end of the calendar day following the funeral.

15.03 Compassionate Leave

The Employer may, at its sole discretion, provide an unpaid compassionate leave of up to five (5) days. Such request shall be made in writing to the Manager, Emergency Services, or designate.

15.04 Education Leave

- (a) 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.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Employer may be granted upon written application by the employee to the administration of the Employer. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavor to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) 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.

15.05 Jury and Witness Duty

- (i) If an employee is called for jury duty in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:
 - (a) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
 - (b) presents proof of service requiring the employee's attendance;
 - (c) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.
- (ii) In addition to the foregoing where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Service on their regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Employer is unable to reschedule the employee and, as a result, they are required to attend on a regular day off, they shall be paid for all hours actually spent at such hearing at the rate of time and one-half their regular straight time hourly rate subject to (a), (b) and (c) above.

Where the employee's attendance is required during a different shift than they are scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Employer is unable to reschedule the employee and, as a result, they are required to attend such hearing other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

15.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* except where amended in this provision, provided that it does not allow for less than the provisions of the *Employment Standards Act*, as amended. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental employment benefit (SUB) as follows:
 - (i) The benefit will be equivalent to the difference between ninety-three percent (93%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings for a maximum period of seventeen (17) weeks.
 - (ii) The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that the employee would be entitled to if they were not on pregnancy leave.
 - (iii) Such payment shall commence following completion of the Employment Insurance waiting period, as defined by the Employment Insurance Act, as amended, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of such benefits.
 - (iv) The Employer will pay the employee ninety-three percent (93%) of their normal weekly earnings during the designated waiting period of the leave while waiting to receive Employment Insurance Benefits.

- (v) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave of what the employee's normal regular hours of work would have been.
- (f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of, up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be deemed reinstated to their former duties at the same rate of pay. The Employer will endeavour to re-instate the employee to their former home base and rotation.

15.07 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act* except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.
- (d) An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit (SUB) as follows:
- (i) The benefit will be equivalent to the difference between ninety-three percent (93%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance benefits and any other earnings for a maximum period of ten (10) weeks.
 - (ii) Regardless of the parental leave option elected by the employee, the SUB shall be calculated based on a 35 week parental leave benefit under the *Employment Insurance Act, 2000*.
 - (iii) The employee's regular weekly earnings shall be determined by multiplying the regular hourly rate on the employee's last day worked prior to the commencement of the leave times the employee's normal weekly hours plus any wage increase or salary increment that the employee would be entitled to if not on parental leave.
 - (iv) Such payment shall commence following completion of the Employment Insurance waiting period, as defined by the Employment Insurance Act, as amended, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of such benefits.
 - (v) The Employer will pay the employee ninety-three percent (93%) of the employee's normal weekly earnings during the designated waiting period of the leave while waiting to receive Employment Insurance Benefits.
 - (vi) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

The Employer will continue to meet pension plan contribution obligations as administered by the OMERS pension plan.

- (h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties at the same rate of pay. The employer will endeavour to reinstate the employee to their home base and rotation.

15.08 Union Leave

- (a) Upon request by the Union, confirmed in writing and provided that seven (7) days written notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board Members and Executive Officers of the Union, for the purpose of conducting the internal business affairs of the Union;
- (b) The Union will reimburse the Employer for the wages paid to members of the Executive Board or Executive Officers or the replacement costs if such costs are greater than the wages paid where a leave of absence is granted under this Article;
- (c) When an employee is elected as the President or First Vice-President of OPSEU/SEFPO, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office;
- (d) On completion of the employee's term of office, the President or First Vice-President of OPSEU/SEFPO may return to their previous employment and service shall be deemed to be continuous of all purposes. Any leave of absence extending beyond the initial term of office of the President or First Vice-President/Treasurer shall be a matter to be determined between the Parties and such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave of absence;

- (e) During the term of such leave of absence, the Union will reimburse the Employer for the salary paid to the employee on such leave of absence and contribute the Employer's share of contributions to OMERS and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of any attendance credits accumulated during the leave of absence. The Union will make the Employer's contribution for Employment Insurance.

All requests for leave of absence permitted in these sections shall be sent to the Manager, Emergency Services or their designate.

15.09 Employees may be granted leave of absence without pay to attend Provincial Union meetings, provided that at least seven (7) days notice is given by the Union to the Manager, Emergency Services or their designate prior to the absence. Such permission will not be unreasonably withheld.

15.10 Unpaid time off by Local Executive (LEC) and Provincial representatives, for Union purposes, shall be granted where operationally feasible and shall not be unreasonably withheld. When possible, the Union will provide one (1) week of notice.

15.11 Personal Leave

The Employer may, in its own discretion, grant unpaid leave of absence to any employee for legitimate personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer. Except in emergencies, written application for leave of absence must be made at least four (4) weeks in advance of such leave.

An employee may not engage in incremental employment with any other Employer while on a leave of absence unless such employment was approved in writing at the time the leave was approved. Such approval will not be unreasonably withheld.

There shall be no service and seniority accumulation for any personal leave which extends for more than one (1) month.

15.12 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years salary over a five (5) year period, in accordance with *Part LXVIII of the Income Tax Act Regulations, Section 6801*, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b)** The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c)** The number of employees that may be absent at any one time shall be at the discretion of the Employer and seniority shall be the determining factor. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Employer.
- (d)** During the four (4) year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (e)** The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (f)** All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (g)** All during the four (4) year of salary deferral, benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (h)** An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (i)** If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death the funds will be paid to the employee's estate.

- (j) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (k) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job or as otherwise provided for in this agreement.
- (l) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.
 - (iv) The payment schedule for the deferred schedule.

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

15.13 Emergency Leave and Medical Leave

The Employer will provide Emergency Leave and Medical Leave in accordance with the provisions of the *Employment Standards Act, 2000*.

15.14 Honour Guard Leave

Subject to operational requirements, the Employer will grant time off without pay for up to four (4) employees in order to attend the funeral of a Paramedic killed in the line of duty.

ARTICLE 16 – HOURS OR WORK

16.01 Daily and Weekly Hours of Work

It is understood normal hours include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa.

The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

The regular working day for all employees covered by this agreement shall consist of twelve (12) hours inclusive of meal and rest periods as per current practice.

The work week for all full-time employees over a two (2) week cycle shall be an average of eighty-four (84) hours per pay period.

- 16.02** It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.
- 16.03** It is agreed that the intent of this Agreement is to provide, work schedules for full-time employees with the time off being given on consecutive days, if possible.
- 16.04** Employees' regular work schedules are to be posted a minimum of four weeks in advance of the schedules becoming effective.
- 16.05** When an employee has not been working because of illness, leave of absence or any other cause, it shall be their responsibility to arrange with the Employer for their return to work, by providing at least twelve (12) hours notice prior to the time of their intended return.
- 16.06** The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Employer and the employees affected and approved by the Union.

16.07 Scheduling of Part-time Paramedics

(a) Declaring Availability

Part-time paramedics must declare, in an agreed to manner, a minimum of ten (10) dates per month of availability, including at least four (4) weekend dates (being Friday day through Sunday night shifts), which would enable the paramedic to work without incurring overtime and enable a minimum of eight hours off between shifts. Exceptions to this commitment may be considered by the Employer.

For paramedics hired prior to March 6th, 2023 the minimum declaration, as outlined above, may be provided at a minimum of six (6) dates and two (2) weekend dates without penalty.

Part-time paramedics shall provide their availability for the prime time period (defined as June 15 through September 15) by March 1st of each year.

All other availability shall be declared sixty (60) days prior to the scheduled work period.

Availability can be altered at any time, in writing, provided that the required commitment does not fall below the minimum requirement. Paramedics will endeavor to provide revised availability for weekends prior to 15:00 hours on the preceding Friday.

(b) Scheduling

Prior to the posting of a schedule, an available Paid Holiday shift will be assigned to the most senior available part-time paramedic.

Any other available shift will be assigned to part-time paramedics, in the following order: declared availability, equitable distribution of shifts, if possible (excluding shift exchanges), and seniority, based on the most recently released seniority list, in accordance with Article 10.07.

Where a paramedic is assigned a shift of less than 8 hours, it shall not count as an assigned shift for the purpose of equitable part-time scheduling.

Shifts, that become available within twenty-four (24) hours of the scheduled shift, will be administered as a Call-in shift, per Article 16.08.

Employees are responsible for checking the schedule for all assigned shifts. The Employer agrees to notify the employee if a shift has been assigned with less than four (4) weeks' notice.

16.08 Call-in

Shifts that become available within twenty-four (24) hours, but not less than two (2) hours, prior to the scheduled shift shall be offered in the following order: declared availability, equitable distribution of shifts, if possible (excluding shift exchanges), and seniority, based on the most recently released seniority list, in accordance with Article 10.07.

Shifts that become available with less than two (2) hours from the commencement of the scheduled shift may be offered to any part-time paramedic, who has declared availability, to ensure the continuation of emergency services.

The balance of a shift that becomes available may be offered to any part-time paramedic who has declared availability.

A Paramedic who is called in to work will be paid from the time they report to their assigned station.

16.09 Overtime Distribution

Overtime shall be offered by seniority, on a rotating basis, in the following order:

- Permanent full-time paramedics
- Permanent part-time paramedics, currently in a temporary full-time assignment
- Permanent part-time paramedics

Premium for such time worked shall be administered in accordance with Article 17.02.

ARTICLE 17 – PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

For the purposes of calculating any benefit or money payment under this agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule A of this agreement.

17.02 Definition of Overtime (Overtime Premium)

Authorized work performed in excess of eighty-four (84) hours in a bi-weekly pay period or in excess of the regularly scheduled shift in any one day will be counted as overtime work and will be paid for at the rate of one and one-half (1.5) times the employee's regular rate of pay, computed on an hourly basis.

An employee who does not wish to be paid immediately for overtime earned may put such overtime in their "overtime bank". A full-time employee may request time off for a full scheduled shift with a minimum forty-eight (48) hours' notice utilizing any amount of overtime in their "overtime bank". Such time off requested shall be approved subject to part-time employee availability and provided that no overtime premium is incurred.

Payment from the employee's "overtime bank" will be made on the next practical pay day after payment is requested. Payment for all overtime will be at the rate at which such overtime was earned.

An employee who has overtime in their overtime bank as of the last pay period of any calendar year shall be notified and shall be paid in the following February at the basic rate at which such overtime was earned. Overtime earned in the last pay period of the calendar year may be, at the employee's discretion, carried into the following year's overtime bank.

It is hereby expressly understood and agreed that the provisions of this Article 17 are solely for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

Overtime pay shall also be paid for work performed before the scheduled starting time during an employee's scheduled time off, provided, however, that such additional time must have been authorized by the appropriate Supervisor.

No overtime will be paid where the time worked was a result of an approved exchange of shifts between employees.

17.03 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than four (4) hour's prior notice not to report to work.

17.04 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive stand-by pay in the amount of \$2.50 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

17.05 Shift Premium

Employees shall be paid a shift premium of **one dollar (\$1.00)** per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.06 Responsibility Outside the Bargaining Unit

When an Employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

17.07 Paid Time to Working Time

Employees absent on approved leave, paid by the Employer or by the Workplace Safety Insurance Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short- term leaves of absence for union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

17.08 Weekend Premium

An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2300 hours Friday to 2300 hours Sunday or such other forty-eight (48) hour period that the Employer may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, they will not receive weekend premium under this provision.

17.09 Training Pay

Training will be paid at regular straight time rates for all hours spent attending training. Training Pay will not be considered hours of work for the purposes of calculating Overtime Pay, Reporting Pay or Call Back but can be banked at regular straight time rates in the employee's overtime bank.

Subject to part-time staff availability, employees have the option of attending the training on a regularly scheduled day off or attending training during a regularly scheduled shift. Where the employee attends training during a regularly scheduled shift, all hours attended for the purpose of training will be paid at regular straight time rates and the balance of the shift will be, at the employee's advanced decision, either:

- (a) paid from the employee's banked hours; or
- (b) scheduled to work, in some capacity as determined by the Employer following the training session.

The Employer will ensure that all local training sessions will be no less than eight (8) hours in length.

The Employer will ensure that local training includes, at least once annually, optional CPR recertification and agrees to pay the costs for obtaining the recertification documentation for those employees who attend the annual, in house training only.

17.10 Bike Medic Duties

Qualified employees who volunteer and are required by the employer to report for Bike Medic duties will be paid at their regular rate of pay for all approved hours they attend for Bike Medic purposes. Bike Medic duties and assignments will be considered hours of work for the purposes of calculating Overtime Pay, Reporting Pay or Call Back and can be banked at regular straight time rates in the employee's overtime bank.

Applicable shift premium will be paid for all approved and completed Bike Medic duties and assignments. The Employer will attempt to ensure that all Bike Medic duties and assignments will be no less than four hours in length and no more than twelve hours in length on any given date.

ARTICLE 18 – ALLOWANCES

18.01 Meal Allowance

- (a) The Employer will endeavor to provide each crew a half-hour (1/2 hr) uninterrupted paid meal break for each crew, between the fourth (4) and sixth (6) hours and between the eighth (8) and tenth (10) hours after the start of a twelve (12) hour shift.
- (b) It is understood by the parties that because of the nature of the service, employees shall at all times respond if dispatched during their meal break to Priority 3, 4 and 8 calls. In the event that a crew is not permitted to take their uninterrupted meal break they may submit for reimbursement a meal expense of up to thirteen dollars and fifty cents (\$13.50).
- (c) When an employee is required to and does work for three (3) or more hours of overtime after their normal shift and the Employer is unable to schedule a meal break during the overtime period, the employee may submit for reimbursement a meal expense of up to thirteen dollars and fifty cents (\$13.50).

18.02 Uniform Allowance

As per current practice, the Employer shall supply uniforms and the Employees are required to wear said uniform.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Joint Health and Safety Committee

- (a) The Employer shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate in the prevention of accidents and in the reasonable promotion of health and safety of all employees. Accordingly, the terms of reference which govern the OPSEU/SEFPO Joint Health and Safety Committee ('Committee') shall be regularly reviewed, in consultation with the Union and the Employer.
- (b) All health and safety complaints will be dealt with in accordance with the Occupational Health and Safety Act.
- (c) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

- (d) Meetings shall be held quarterly or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review. Where there are no agenda items, the meeting may be cancelled at the mutual agreement of the parties. Likewise, if an urgent issue arises, the committee shall meet at the request of either the Union or the Employer.
- (e) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

19.02 Protective Clothing

The Employer agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Employer further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Employer is presently providing.

The Employer will provide \$175.00 per year to each full-time employee and \$95.00 per year to each part-time employee required by the Employer to wear safety footwear during the course of their duties. This payment will be made through the normal direct deposit process on the 1st available pay in September to those employees on payroll as of September 1st in the same year.

19.03 Workplace Violence

- (a) The Parties agree that a safe workplace, free of violence and harassment, is of utmost importance and agree to promote health and safety and wellness throughout the Service.
- (b) The parties agree that aggressive or violent behavior exhibited by employees or the public during the course of work, regardless of location, will not be tolerated.
- (c) The Employer will provide training regarding violence and aggressive behaviour to all employees, as required.
- (d) The Employer will continue to provide access to an Employee Assistance Program at no cost to the employee to those employees who exhibit or experience aggressive or violent behaviour.

ARTICLE 20 - PAID HOLIDAYS

20.01 The following days shall be recognized as holidays with pay:

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

and any day proclaimed by the Federal, Provincial or the Municipal government.

20.02 At the beginning of each calendar year, each permanent full-time paramedic will be credited with a bank of 156 hours, in lieu of recognized holiday pay. If an employee is not actively and continuously employed by Haldimand County for the full calendar year, this paid holiday entitlement will be pro-rated based on the actual period of employment, resulting in either hours owed to/from the employee.

During the calendar year, an employee may request that hours from their holiday bank be paid out, or taken as time off in lieu of payment. Approval of an employee's request is based on the operational needs of the service; however, such request will not be unreasonably denied.

20.03 In addition, a full-time employee who is required to work on a paid holiday as specified in Article 20.01 shall be paid at time and one-half for all such hours worked on the holiday, with the exception of the December 25th day shift which will be paid at the rate of two times.

20.04 Where an employee is required to work authorized overtime in excess of their regular scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half times their regular straight time hourly rate for such additional authorized overtime.

20.05 Part-time employees will be paid for all hours worked on statutory holidays as per Article 20.01 as per the *Employment Standards Act*, as amended.

ARTICLE 21 – VACATIONS

21.01 Entitlement and Calculation of Payment

For the purpose of calculating vacation entitlement of full-time employees working the twelve (12) hour shift system, the provisions of Article 21.01 shall be interpreted by converting “weeks” of vacation entitlement to “hours” of vacation entitlement, on the basis that one week equals forty-two (42) hours.

(a) Full-time Vacation entitlement shall be as follows:

An employee who has completed less than one (1) year of continuous service shall be entitled to two (2) weeks’ annual vacation with pay prorated in accordance with their service.

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

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

An employee who has completed five (5) years but less than fourteen (14) years of continuous service as of their anniversary date shall be entitled to four (4) weeks annual vacation with pay.

An employee who has completed fourteen (14) years but less than twenty (20) years of continuous service as of their anniversary date shall be entitled to five (5) weeks annual vacation with pay.

An employee who has completed twenty (20) years of continuous service as of their anniversary date shall be entitled to six (6) weeks annual vacation with pay.

Vacation pay shall be calculated on the basis of the employees’ regular straight time rate of pay times their normal weekly hours of work, subject to deduction where applicable (Article 21.05).

(b) Supplementary Vacation

An employee shall bank an additional five (5) days vacation with pay only in the year in which the following years of continuous service are completed:

- thirty (30) years of continuous service
- thirty-five (35) years of continuous service

Such supplementary vacation shall be taken within four calendar years of being banked.

(c) Part-Time Vacation Pay

Vacation entitlement shall be as follows:

A part-time employee who has completed less than 3450 hours of continuous service shall receive 4% of gross earnings.

A part-time employee who has completed 3450 hours but less than 8625 hours of continuous service shall receive 6% of gross earnings.

A part-time employee who has completed 8625 hours but less than 25875 hours of continuous service shall receive 8% of gross earnings.

A part-time employee who has completed 25875 hours of continuous service but less than 39675 hours shall receive 10% of gross earnings.

A part-time employee who has completed 39,675 hours or more of continuous service shall receive 12% of gross earnings.

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

21.02 Use of Vacation Entitlement

Paid vacation time off entitlements for permanent full-time employees are to be used during the year earned, with the exception that:

- (a)** A full-time employee shall be allowed to carry over up to sixty (60) hours of unused vacation time, plus any unused supplementary vacation earned per Article 21.01 (b) to the following year provided that any request for carry over is submitted prior to December 1st of the current year, or
- (b)** A full-time employee may request by December 1st of the current year, a payout of unused vacation time of up to sixty (60) hours subject to the approval of the CAO. Any approved payout shall be processed no later than February 28th of the following year.

21.03 Requests and Scheduling

Vacation requests for the prime time period of June 15 through September 15 (inclusive) are to be submitted for consideration by March 1st. Requests will be granted in order of seniority subject to operational requirements. The schedule for the prime time period will be posted by no later than May 1st which will indicate which vacation requests have been approved.

A paramedic may not request more than two (2) consecutive weeks of prime time vacation during the initial vacation scheduling. A specific request for more continuous time off during this period may be granted after initial scheduling has been completed, depending on part-time availability.

Vacation requests outside of the prime time, or if received after March 1st, should be submitted no later than forty-eight (48) hours prior to the requested time off and will be considered on a first come, first served basis, subject to the availability of part-time paramedics. Seniority will be the deciding factor when two or more employees submit a vacation request on the same date, for the same requested time off.

21.04 Approved Leave of Absence or Sick Leave During Vacation

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

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

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

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 15.02. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

21.05 Deductions for Absence

Where a paramedic is granted leave of absence, without pay, including absences due to illness, for any period of one (1) month or longer, such paramedic's vacation entitlement for the year in which the leave, lay-off or unpaid illness occurs, will be reduced in portion to the number of working days lost during such absence.

ARTICLE 22 – HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

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

- (a)** The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible full-time employees in the active employ of the Employer under the Extended Health Care and semi-private plan benefits (Sun Life Contract #150887 or comparable coverage with another carrier) providing for \$15.00 (single) and \$25.00 (family) deductible.

In addition to the standard benefits, coverage will include vision care (maximum \$ 450.00 every 24 months including laser eye surgery), hearing aid allowance (maximum \$500.00 per individual every 36 months).

Effective date of ratification, 24 month renewal periods, where noted, shall be a defined period of 24 months beginning the date the first expense is incurred. After the defined 24 month period, the benefit shall reset.

Private duty nursing services limited to a maximum of \$10,000 per calendar year.

A pooled paramedical practitioner benefit that includes Registered Massage Therapist, Physiotherapist, Chiropractor, licensed Psychologist or Social Worker services to a combined annual maximum of \$1500 per eligible claimant per year.

- (b)** All full-time employees shall participate in the Group Life Insurance and Accidental Death and Dismemberment Plans currently in force. The Employer shall pay one hundred (100%) percent of the premium for such insurance. The current coverage is two (2) times the annual salary rounded to the next highest one thousand dollars (\$1,000) to a maximum of two hundred thousand (\$200,000) dollars.
- (c)** The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible full-time employees in the active employ of the Employer under the Dental Plan or comparable coverage with another carrier (based on the previous year's ODA fee schedule). Dental coverage includes dental recall including preventative services of 9 months and Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1,000.00 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$2,000.00 annual maximum.
- (d)** The Employer agrees to contribute 100% of the billed premium towards coverage of Long Term Disability (L.T.D.) for eligible full-time employees, the limits of which are as follows:

 - the benefit amount shall be 70% of monthly earnings
 - the elimination period shall be four (4) months
 - the maximum benefit period shall be to age sixty-five (65)
 - offsets shall be direct, 85% all sources
- (e)** The Employer will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Employer's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Employer will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees.

- (f) An employee who is on an approved sick leave, LTD or WSIB, may be eligible for continuation of benefits, subject to the approval of the provider. The Employer shall pay the approved benefit premiums for up to a maximum of twenty-four (24) months from the time the employee's sick leave bank is exhausted, or LTD/WSIB began, whichever is sooner.

22.02 Change of Carrier

A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. Before making such a substitution and prior to the next collective bargaining process, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

22.03 Pension

All present employees enrolled in the OMERS pension plan shall maintain their enrollment 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 as required in accordance with its terms and conditions.

22.04 Health and Welfare

The Employer shall make provision with its insurers to allow all employees who thereafter retire "early" to maintain to age 65, at the retiree's cost, their participation in the following group plans:

- (1) Extended Health Care, including Vision Care and Hearing Aid Allowance
- (2) Dental Plan

22.05 Benefits for Part-Time Employees

Upon successful completion of probationary period a part-time employee shall receive in lieu of all fringe benefits (being sick leave, bereavement leave, health and welfare benefits and pregnancy and parental supplement) an amount equal to 14% of their regular straight time hourly rate for all straight time hours paid. For part-time employees who are enrolled in the OMERS pension plan, this percentage in lieu of fringe benefits shall be reduced to six and one-half percent (6.5%).

ARTICLE 23 - INJURY AND DISABILITY

23.01 Worker's Compensation Injury

In the case of an accident which will be compensated by the Workplace Safety and Insurance Board, the Employer will pay the employee's wages for the day of the accident.

23.02 Disabled Employees

If an employee becomes disabled with the result that they are unable to carry out the regular functions of their position, the Employer may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 - SICK LEAVE PROVISIONS

(Expires December 31, 2023, subject to Letter of Understanding)

24.01 Sick Leave Credit Schedule

A full-time employee is entitled to a sick leave credit plan according to the following schedule:

- (a)** twelve (12) hours per month for each unbroken month of service while an employee of the Corporation, or;
- (b)** where an employee is absent from employment for a period in excess of five (5) working days in a calendar month, the sick leave credit referred to in subsection (a) shall be allowed as follows:

<u>Working Days Absent</u>	<u>Monthly Sick Leave Credit (hours)</u>
0-5 days inclusive	12.0
6-10 days inclusive	8.0
11-15 days inclusive	4.0
16 or more days	Nil

- (c)** Sub-section (b) shall not apply to an employee who is:
 - (i)** absent due to attendance at any convention, education course or similar activity sponsored or approved by the Corporation;
 - (ii)** requested to work different hours than those originally scheduled for that employee;
 - (iii)** on vacation;
 - (iv)** on a Recognized Holiday;
 - (v)** on approved leave of absence with pay;
 - (vi)** granted leave of absence in writing without pay by the Department Head, or designate;
 - (vii)** on overtime off in lieu.
- (d)** Sub-section (b) shall apply to an employee who is:
 - (i)** absent because of illness or non-compensable accident;
 - (ii)** absent because of quarantine by the Medical Officer of Health.
- (e)** The monthly sick leave credit accrues to an employee on the first day of the calendar month next, following the month during which employment commenced. The credit shall be accrued subject to the conditions set out in this Article.
- (f)** Unused sick leave shall accumulate at one hundred (100%) percent on the first day of the month following each completed calendar month of service to a maximum of 378 days.
- (g)** The number of days or half-days for which an employee receives sick pay shall be deducted from their cumulative sick leave credits. Only regular assigned working days form a part of an illness period and only such working days shall be charged against an employee's cumulative sick leave credit.
- (h)** An employee who qualifies for sick leave credit is entitled to sick leave at their standard normal daily rate of salary. Overtime or any other additional remuneration shall not be included in calculation of sick leave allowance.

24.02 Sick Leave Allowance

A full-time employee shall utilize sick leave allowance for absence from employment caused by:

- (a)** Personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control, provided that in the instance of an employee in receipt of an award under the *Workplace Safety Insurance Act*, such employee shall be excluded from utilizing sick leave allowances except as provided elsewhere in this Article;
- (b)** Exposure to contagious disease that in the opinion of the Medical Officer of Health might endanger the health of other employees by the attendance on duty;
- (c)** Sick leave may be utilized for medical or dental appointments for a minimum of four (4) hours at the beginning or end of their shift in those situations where the employee has not been able to schedule such appointments outside of regular scheduled hours.

24.03 Sick Leave Procedure

Payments from cumulative sick leave credit for full-time employees shall be subject to the following conditions:

- (a)** An employee shall, on the first day or part of a day of illness, report such illness to the Supervisor.
- (b)** An employee who fails to report as outlined in subsection (a) shall be considered as absent without leave and shall not be paid for this absence unless a reason is given that is acceptable to the Employer.
- (c)** When requested, an employee who is absent due to illness for three consecutive regularly scheduled working days or more shall, as soon as practical upon returning to work, submit a medical form that is completed by a physician.
- (d)** An employee who is absent due to illness for fourteen (14) consecutive calendar days or more shall submit a medical form that is completed by a physician.
- (e)** The Employer may request, in advance in writing, for the employee to submit a medical form completed by a physician after one day of absence if deemed necessary.

- (f) An employee failing to file a medical form when requested as outlined above shall be considered as being absent without approval and shall not be paid for this absence unless a reason is given that is acceptable to the Employer.
- (g) For the purpose of this Article, the medical form shall be provided by the Employer. The completed medical form may be submitted directly to the Coordinator, Benefits Services.

24.04 Statement of Credit Balance

The Employer shall provide each permanent full-time employee's sick leave balances on their bi-weekly pay statement, recognizing that such balance is subject to verification.

24.05 Employment Insurance

If and when this sick leave gratuity plan qualifies for any reduction in premiums payable for Employment Insurance, all such reductions shall accrue to the credit of the Employer and employees shall not be entitled to claim any portion of such reduction as a result of other benefits received.

24.06 Workplace Safety Insurance

If a claim for Workplace Safety Insurance Benefits is made by the Employer on behalf of a full-time employee, said full-time employee may, in return for turning over all monies received for said Benefits, elect to receive full salary from the full-time employee's accumulated sick bank until such time as the claim is adjudicated in the full-time employee's favour. At such time, the full-time employee will be entitled to assign the Workplace Safety Insurance Benefits to the Employer in exchange for bi-weekly advances equivalent to the Workplace Safety Insurance entitlement. In addition, the qualifying full-time employee will be entitled to full restoration of the sick bank to the pre-accident amount.

24.07 Recovery of Damages

A full-time employee who is absent by reason of injury caused by another person, whereby such employee's sick leave credits are reduced or exhausted and such employee recovers damages by way of action or settlement from such other person for such loss of sick leave credits, may repay to the Employer a sum so as to restore such employee's sick leave credits to the position in which they were before the accident, computed according to the basic salary at that time.

24.08 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

24.09 An employee who is absent due to illness or injury must notify their Supervisor as soon as possible or at least two (2) hours prior to the beginning of the employee's shift if able.

24.10 When an employee has not been working because of illness, leave of absence or any other cause, it shall be their responsibility to arrange with the Employer for their return to work at least one (1) regular working day prior to the time of their intended return. It is the employee's duty to keep the Employer informed of their correct address and telephone number, and the Employer will not be liable for any payment unless such arrangements have been made.

24.11 Any employee required by the Employer to provide a medical form shall have the cost of such form paid by the Employer.

24.12 Quarantine

Pending the receipt of an award under the Workplace Safety Insurance Board, a full-time employee may elect to receive full salary from the full-time employee's sick bank for any regular scheduled hours of work not worked by a Paramedic as a result of being quarantined by a certified medical practitioner, under the authority of the Medical Officer of Health because of job-related exposure. Benefits and seniority will continue for the duration of the quarantine. Documented proof acceptable to the Employer of the exposure, quarantine requirement and duration of the quarantine period shall be provided in order to authorize the use of sick leave.

In the event that the claim for the quarantined period is adjudicated by the WSIB in the employee's favour, the employee will be entitled to full restoration of any sick credits used for the period covered by the approved claim.

ARTICLE 25 – SICK LEAVE/SHORT TERM DISABILITY PLAN **(Effective January 1, 2024, subject to Letter of Understanding)**

25.01 Annual Sick Leave Hours

(a) A permanent full-time employee will be credited, in advance, with ninety-six (96.0) hours of sick leave on January 1st for that calendar year. Where an employee starts or leaves mid-year, or where an employee is on an unpaid leave of absence in excess of thirty (30) calendar days, such bank shall be pro-rated based on active months worked/paid.

(b) An employee who has taken sick leave in excess of their pro-rated entitlement, shall be required to pay back to the Employer any amount of sick leave paid in advance over and above the amount owing to such paramedic.

- (c) The number of days or half-days for which an employee receives sick pay shall be deducted from their annual sick leave hours. Only regular assigned working days form a part of an illness period and only such working days shall be charged against an employee's cumulative sick leave hours.
- (d) An employee who qualifies for sick leave hours is entitled to sick leave at their standard normal daily rate of salary. Overtime or any other additional remuneration shall not be included in calculation of sick leave allowance.
- (e) Unused sick leave hours will not carry-over from year to year and are not eligible for payout.

25.02 Sick Leave Allowance

A full-time employee shall utilize sick leave allowance for absence from employment caused by:

- (a) Personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control, provided that in the instance of an employee in receipt of an award under the *Workplace Safety Insurance Act*, such employee shall be excluded from utilizing sick leave allowances except as provided elsewhere in this Article;
- (b) Exposure to contagious disease that in the opinion of the Medical Officer of Health might endanger the health of other employees by the attendance on duty;
- (c) Sick leave may be utilized for medical or dental appointments for a minimum of four (4) hours at the beginning or end of their shift in those situations where the employee has not been able to schedule such appointments outside of regular scheduled hours.

25.03 Sick Leave Procedure

Payments from annual sick leave credit for full-time employees shall be subject to the following conditions:

- (a) An employee shall, on the first day or part of a day of illness, report such illness to the Supervisor;
- (b) An employee who fails to report as outlined in subsection (a) shall be considered as absent without leave and shall not be paid for this absence unless a reason is given that is acceptable to the Employer;

- (c) When requested, an employee who is absent due to illness for three consecutive regularly scheduled working days or more shall, as soon as practical upon returning to work, submit a medical form that is completed by a physician;
- (d) An employee who is absent due to illness for fourteen (14) consecutive calendar days or more shall submit a medical form that is completed by a physician;
- (e) The Employer may request, in advance in writing, for the employee to submit a medical form completed by a physician after one day of absence if deemed necessary;
- (f) An employee failing to file a medical form when requested as outlined above shall be considered as being absent without approval and shall not be paid for this absence unless a reason is given that is acceptable to the Employer;
- (g) For the purpose of this Article, the medical form shall be provided by the Employer. The completed medical form may be submitted directly to the Human Resources.

25.04 Statement of Credit Balance

The Employer shall provide each permanent full-time employee's sick leave balances on their bi-weekly pay statement, recognizing that such balance is subject to verification.

25.05 Short Term Disability Plan – Employment Insurance Top-Up

The Employer shall provide a Short-term Disability Plan to bridge the period between the Employees first day of unpaid absence to the commencement of long term disability as follows:

Full-time paramedics shall receive a benefit equivalent to the difference between seventy-five percent (75%) of their regular weekly wages and the sum of their weekly Employment Insurance benefit for a maximum of sixteen (16) weeks if:

- (i) The paramedic is unable to perform their duties due to disability or injury not covered by WSIB for a period of absence exceeding one (1) week, or
- (ii) on the first day of absence from a scheduled shift if the sick leave absence results in admission to a hospital for a minimum of one (1) night.

Haldimand County will advance the anticipated Employment Insurance portion and top up portion of this benefit for a period of up to one (1) month (two (2) pay periods) upon receipt by the Payroll Coordinator, Human Resources, of official written proof that the paramedic has filed for Employment Insurance sick benefits. The provision of further short-term disability benefits will be subject to official written proof as to the status of the claim.

The paramedic shall repay any monies received from the Employer which exceed the difference between seventy-five percent (75%) of their regular weekly wages and the sum of their weekly Employment Insurance benefit during the sixteen (16) week entitlement.

In the case that the Employee is declined EI sick benefits, the paramedic shall repay any monies advanced by the Employer.

Deliberate misrepresentation by the paramedic of the status or entitlement of their Employment Insurance claim shall constitute fraud and such paramedic shall be subject to discipline up to and including termination.

If during the short term disability leave a paramedic is laid off or terminated other than for retirement, the paramedic will continue on short-term disability leave until the earliest of:

- (i) The expiry of their short term disability coverage; or
- (ii) The end of the illness

If notice of layoff or termination is given prior to the commencement of the short-term disability leave and the short-term disability leave starts within two calendar months of the layoff/ termination date, the leave stops on the layoff/termination date.

25.06 Workplace Safety Insurance

If a claim for Workplace Safety Insurance Benefits is made by the Employer on behalf of a full-time employee, said full-time employee may, in return for turning over all monies received for said Benefits, elect to receive full salary from the full-time employee's accumulated sick bank until such time as the claim is adjudicated in the full-time employee's favour. At such time, the full-time employee will be entitled to assign the Workplace Safety Insurance Benefits to the Employer in exchange for bi-weekly advances equivalent to the Workplace Safety Insurance entitlement. In addition, the qualifying full-time employee will be entitled to full restoration of the sick bank to the pre-accident amount.

25.07 Recovery of Damages

A full-time employee who is absent by reason of injury caused by another person, whereby such employee's sick leave credits are reduced or exhausted and such employee recovers damages by way of action or settlement from such other person for such loss of sick leave credits, may repay to the Employer a sum so as to restore such employee's sick leave credits to the position in which they were before the accident, computed according to the basic salary at that time.

25.08 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

25.09 An employee who is absent due to illness or injury must notify their Supervisor as soon as possible or at least two (2) hours prior to the beginning of the employee's shift if able.

25.10 When an employee has not been working because of illness, leave of absence or any other cause, it shall be their responsibility to arrange with the Employer for their return to work at least one (1) regular working day prior to the time of their intended return. It is the employee's duty to keep the Employer informed of their correct address and telephone number, and the Employer will not be liable for any payment unless such arrangements have been made.

25.11 Any employee required by the Employer to provide a medical form shall have the cost of such form paid by the Employer.

25.12 Quarantine

Any time lost by a paramedic as a result of being quarantined by a certified medical practitioner, under the authority of the Medical Officer of Health, other than those which are job related and would be covered under WSIB shall be treated as an eligible sick leave allowance for the duration of the quarantine. Documented proof of the exposure, quarantine and quarantine period shall be provided to the Employer.

ARTICLE 26 – COMPENSATION

26.01 Experience Pay

When it is desirable to recruit experienced staff, the Employer may recognize, immediately upon hire of an external candidate, relevant past experience as a Paramedic, at an accredited paramedic services provider in Ontario solely for the purpose of determining the applicable wage step. The Employer may request verification of previously related experience, and the employee shall be slotted in that step of the wage progression consistent with one (1) years' service for every one (1) year of related experience on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

26.02 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification (provided that he does not exceed the wage rate of the classification to which they have been promoted).

26.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in excess of one-half shift, they shall be paid the rate immediately above their current rate in the higher classification to which they were assigned from the commencement of the shift on which they were assigned the job.

26.04 Job Classification

- (a)** When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same and provide details at least fourteen (14) days prior to posting. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rate for other classifications in the bargaining unit having regard to the requirement of such classification.
- (b)** When the Employer makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

26.05 Wages

Employees covered by this Agreement shall be paid the hourly rate as set out in Schedule "A" of this Agreement equivalent of the applicable full-time rate of the classification of which they are regularly employed.

The Employer agrees that wages shall be paid by direct deposit on the regular pay day bi-weekly.

ARTICLE 27 - OTHER PROVISIONS

- 27.01** Upon 24 hours' notice, each employee shall have access to their file in Human Resources for the purpose of reviewing any evaluations or formal disciplinary notation contained therein in the presence of their Supervisor and the Union Steward if they so request. On the date of interview each employee shall be given a copy of their evaluation at their request.
- 27.02** Any letter of reprimand will be removed from the record of the employee eighteen (18) months following the issuance of such letter, provided that the employee's record has been discipline free for such eighteen (18) month period. Where an employee is absent from work for a period greater than thirty (30) days, the length of absence will be added to the eighteen (18) month period.
- 27.03** The Employer will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices.
- 27.04** The Parties agree that they will share equally the cost of printing the Collective Agreement.

ARTICLE 28 – DURATION

28.01 This agreement shall continue in effect until January 31, 2025 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend this Agreement. Any such notice must be in writing and given in the ninety (90) day period prior to the expiry date.

ARTICLE 29 – RETROACTIVITY

29.01 Retroactivity based on Schedule “A” will be paid for all hours paid by the Employer from February 1, 2022 to all employees on the payroll as of the date of ratification of the agreement and to all new employees hired since that date. Retroactivity will be paid within 45 days of the date of the ratification of both parties/award and a detailed explanation of the retroactive pay calculations will be provided in writing.

29.02 Retroactivity payments will also be provided to persons who have left their employment since February 1,2022. The Employer will send a registered letter to their last known address, advising them of their right to retroactivity.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

SCHEDULE "A" – WAGES

EFFECTIVE	START	1 YEAR	2 YEARS
February 1, 2022 2.0%	\$38.53	\$40.10	\$41.84
February 1, 2023 2.0%	\$39.30	\$40.90	\$42.68
February 1, 2024 2.25%	\$40.18	\$41.82	\$43.64

SCHEDULE "B" - ESSENTIAL SERVICES AGREEMENT

Between

THE CORPORATION OF HALDIMAND COUNTY
(hereinafter called the "County")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
On behalf of its LOCAL 2102
(THE UNION)

Whereas, it is the obligation of the County and the Union ("the parties") to negotiate an essential service agreement pursuant to the *Ambulance Services Collective Bargaining Act*, 2001, and

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

Therefore, the parties agree as follows:

1. There shall be no strikes or lockouts as defined in the *Ontario Labour Relations Act, as amended ("the Act")*, with respect to the negotiated renewal of this Collective Agreement, including during a bargaining impasse.
2. For the purpose of this agreement, "bargaining impasse", means the point in time at which either party notifies the other party in writing that it wishes to discontinue bargaining.
3. In the event of a bargaining impasse, the parties agree to maintain normal services, as per provincial standards and legislation.
4. In the event of a bargaining impasse, the number of paramedics required to provide normal services shall be the same number of paramedics prior to the bargaining impasse.

5. The terms and conditions of employment of the paramedics in the bargaining unit and any rights, privileges or duties of the paramedics or the Employer or Trade Union in relation to the paramedics continue in effect until a new collective agreement is made, unless the parties agree otherwise.
6. In the event that the parties are unable to resolve the bargaining impasse, the matters in dispute will be referred to a board of interest arbitration for full and final resolution, consistent with the Act as amended, and in accordance with Appendix "A" of this Agreement.
7. The parties agree that this Agreement will be incorporated into and form part of the Collective Agreement between the parties.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

APPENDIX “A” - INTEREST ARBITRATION

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

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

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

1. Where a party fails to appoint a member of a board of arbitration within the time mentioned above, either party may request in writing that, the Ministry of Labour appoint such member.
2. Where the two members appointed by or on behalf of the parties fail, within thirty days after the appointment of the second of them, to agree upon the third member, then either party may apply to the Ministry of Labour for an appointment from amongst the list of members of the Ontario Labour-Management Arbitrators Association.
3. If a person ceases to be a member of a board of arbitration by reason of resignation, death or otherwise before it has completed its work, the party whose point of view as represented by such person shall appoint a member in their place. If such person is the chair, the other members of the Board of Arbitration will select a new person in accordance with this Agreement.
4. The board of arbitration shall hold the first hearing within 90 days of the last member of the board is appointed, or as soon as practicable thereafter.
5. The chair and the other members of a board of arbitration established under this Agreement have, respectively, all the powers of a chair and the members of a board of arbitration as defined under *the Act*.
6. Where, during the bargaining under this Act or during the proceedings before the board of arbitration, the parties have agreed upon some matters to be included in the collective agreement and have notified the board in writing of the matters agreed upon, the decision of the board shall be confined to the matters not agreed upon by the parties and to such other matters that appear to the board necessary to be decided to conclude a collective agreement between the parties.

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

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING #1

BETWEEN
THE CORPORATION OF HALDIMAND COUNTY
(THE EMPLOYER)

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
On behalf of its **LOCAL 2102**
(THE UNION)

RE: UNION OFFICE

This Letter of Understanding will be subject to renewal or deletion at the end of the term of this Agreement, as may be negotiated by the Parties at that time.

Upon request, the Employer will endeavour to provide a suitable private room with a telephone for the Union to conduct union business or meetings.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING #2

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY
(THE EMPLOYER)

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
On behalf of its LOCAL 2102
(THE UNION)

RE: INTRAVENOUS (IV) PROGRAM

The parties support the Intravenous (IV) Program under the following terms:

1. The Employer shall pay all tuition and related material and equipment costs associated with the IV Program.
2. Extended Health Care, Dental, Life Insurance, Workers Safety Insurance, AD&D and Long Term Disability coverage shall continue during participation.
3. All participation in this program and attendance in training is voluntary. Employees will attend training classes and clinical placements without compensation until this level of training becomes mandatory.
4. When the IV program becomes mandatory, the County shall compensate all IV trained employees on payroll at that time at current straight time rates for a maximum of fifty-six (56) hours for all hours spent attending training and clinical placement while employed at Haldimand County. This payment is conditional upon full funding being received from the Ministry of Health and Long Term Care.
5. Peripheral Intravenous Therapy is a Controlled Act that may be performed by a Primary Care Paramedic as per the Ambulance Act, as well as relevant Regulations and falls within the scope of practice of Primary Care Paramedics as per the Advanced Life Support Patient Care Standards.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING #3

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY
(THE EMPLOYER)

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
On behalf of its LOCAL 2102
(THE UNION)

RE: DAY OF MOURNING

The Employer and the Union will jointly recognize April 28th as the annual Day of Mourning, remembering workers killed or injured on the job. Flags will be lowered to half-mast as per Haldimand County policy flag protocol.

The Employer will encourage all employees to observe a minute of silence while at work on April 28th and where feasible observe the remembrance at 1100 hours.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING #4

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY
(THE EMPLOYER)

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
On behalf of its LOCAL 2102
(THE UNION)

RE: ARTICLE 22 – HEALTH AND INSURED BENEFITS

The parties agree that a full-time employee who reaches the age of 65 years, up to and including 71 years, who would otherwise be eligible for health and insured benefits under Article 22, will instead be eligible for:

1. Extended Health and Dental care coverage identical to that provided to employees under Sunlife Contract #150887, or equivalent, referenced in Article 22.01(a) and 22.01(c), with the following exceptions:
 - (a) the employee will no longer receive prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit (ODB) Plan or any successor thereto;
 - (b) Any annual deductible and/or co-payment required under the ODB pay is the responsibility of the employee.
2. A non-taxable life insurance benefit in the amount of \$10,000.00 payable to the employee's estate or designate, in the event that the employee dies prior to termination or retirement.

For clarity, full-time employees who reach the age of 65 years will no longer be eligible for:

- (a) The Life and Accidental Death and Dismemberment references in Article 22.01(b);
- (b) Long Term Disability Insurance referenced in Article 22.01(d); and/or
- (c) Any other Optional/Dependent Life Insurance benefits that would otherwise be provided or made available.

With respect to Article 22.03-Pension, the parties confirm that an employee who reaches the age of 65, may, at the discretion of OMERS administration guidelines, be eligible to continue enrollment in the OMERS pension plan. In such case, where the employee is eligible or is required to continue participation, the parties agree to continue the corresponding employee and Employer contributions, in accordance with OMERS pension plan guidelines.

For all other purposes, including sick leave provisions, the parties confirm that active employees over the age of 65 continue to be eligible for all terms and conditions of employment, except where specifically stated otherwise, in the Collective Agreement and/or benefits booklet.

Finally, the parties acknowledge that all benefit entitlement, including those listed in this Letter of Understanding, shall end upon termination of employment, resignation or retirement.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING #5

BETWEEN

**THE CORPORATION OF HALDIMAND COUNTY
(THE EMPLOYER)**

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
On behalf of its LOCAL 2102
(THE UNION)**

RE: DRESS UNIFORMS

The parties acknowledge that dress uniforms are not a requirement for employees covered under the scope of this collective agreement. However, dress uniforms are one way to show continued commitment and pride in the service, and employees may voluntarily wish to have one.

It is also acknowledged that, through Policy 2004-04 re: Employee Service Recognition Policy, the Employer recognizes long term service to Haldimand County employees, reaching milestone service levels of 5, 10, 15, 20, 25, 30, 35 and 40 years of continued service.

The parties agree that, for those paramedics reaching a milestone service level of 20 or above, they may, at their discretion, choose to be provided with a dress uniform, in lieu of the catalogue of gifts from the County's selected supplier for that year.

Such Dress uniform shall consist of tunic, pants, shirt, tie and hat.

This choice is limited to once per employee lifetime, meaning they cannot select a dress uniform on more than one milestone level.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING #6

BETWEEN

**THE CORPORATION OF HALDIMAND COUNTY
(THE EMPLOYER)**

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
On behalf of its LOCAL 2102
(THE UNION)**

RE: COMMUNITY PARAMEDIC

The Employer and the Union acknowledge the current community paramedic program in Haldimand County and agree to meet and agree the terms and conditions for the Community Paramedics within ninety (90) days of ratification.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING #7

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY
(THE EMPLOYER)

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
On behalf of its LOCAL 2102
(THE UNION)

RE: JOB SHARING ARRANGEMENTS

The parties agree that full-time and part-time Paramedics who have successfully completed their probationary period may be considered for job sharing of a permanent full-time Paramedic position under the terms and conditions of this Letter of Understanding.

Job Sharing refers to the concept of a written agreement where two equally qualified Paramedics divide the hours and responsibilities of one Full-Time Paramedic position (FTE). All Job Sharing Agreements must be fair and equitable, not cost in excess of 1 full-time position and be in accordance with any applicable policies, procedures and legislation. Both Paramedics must have the ability, experience and qualifications to perform the duties and responsibilities of the position which is to be shared. Each Job Sharing Agreement will adhere to the following Letter of Understanding in the Collective Agreement and will be further defined by a written agreement signed by both parties entering into the job sharing arrangement. All Job Sharing Agreements must be approved by the Manager, Emergency Services.

Should there be a discrepancy between this agreement and the Collective Agreement, this agreement takes precedence over the terms and conditions of the Collective Agreement for the job sharing employees only.

Job Share Arrangement Provisions:

1. Each job share arrangement will be in place for a calendar year, beginning January 1 and ending on December 31.
2. A maximum of two job share arrangements, each replacing one full-time bargaining unit position, will be considered in any given year. Therefore, it is understood that not all employees may be able to participate in job sharing arrangements. As a result, the Parties agree that no grievances will be filed with respect to participation in a Job Share Agreement except if the alleged violation pertains specifically to provisions contained within this Letter of Understanding.

3. A Job Share Agreement is available in two distinct arrangements: one full-time and one part-time paramedic or two full-time Paramedics. It is understood and agreed that should two Full-time Paramedics wish to participate in a Job Share Arrangement together, that this will be considered both job share arrangements, meaning a total of 2 employees engaged in job share, with no opportunity for a third Full-time Paramedic to participate. In this case, the second Full-Time position shall be posted as a temporary full-time opportunity to allow the affected Paramedic the ability to assume their previous role upon termination of the job share agreement, for any reason.
4. Job sharing arrangement requests will be considered for any active full-time Paramedic, who has been in a Full-time position for at least the prior 12 consecutive months. Such arrangement will be granted to the requesting Paramedic with the highest seniority at the time of request, with preference going to those paramedics who have not initiated a job share arrangement in the past five (5) years. Once an agreement is approved and/or in place, there will be no termination of the agreement based on the later request of a more senior full-time Paramedic wishing to enter a job sharing arrangement.

Procedures:

1. When a full-time Paramedic is interested in a job share arrangement, the Paramedic shall submit a written request, by September 15th each year, for such consideration to the Manager, Emergency Services with a copy to the Union and Manager, Human Resources. This half of the job share arrangement will not be posted.
2. Full-time paramedics work eight-four (84) hours per pay period, which is equal to seven (7) twelve (12) hour shifts. Job share arrangements must equal 14 shifts within two pay periods, with each participant working fifty percent (50%) of the total shifts. It must be indicated on the schedule which job sharing partner is working which shifts.
3. The Employer shall post on or around October 1, the specific shifts of the potential job share arrangement in accordance with Article 12 – Job Posting with the exception that only eligible Paramedics may apply.
4. Where there is a successful candidate to the job posting, the specifications, terms and conditions of each job share arrangement shall be documented in a Job Share Agreement. The decision whether or not to enter into the Job Share Agreement is at the sole discretion of each party to the arrangement.

Terms & Conditions:

1. Total hours worked by the job sharing partners will equal 1 full-time position. The allocation of shifts shall be determined by the mutual agreement between the 2 employees and the Manager, Emergency Services. All scheduled shifts must be covered and will be written into the job sharing agreement.
2. Shift exchanges between job sharing partners must take place within 2 pay periods. Shift exchanges should be arranged 4 weeks in advance, otherwise the master schedule stands.
3. Job sharing partners will be offered the opportunity for “call-In” shifts, if the individual elects to submit availability, in accordance with current practices. Both job sharing partners will be placed on the part-time tracking list, in order of seniority, for the duration of the job share arrangement, for the purposes of call-ins.
4. The paramedics in the job-sharing agreement shall not accrue overtime hours for any shift accepted, unless they exceed 84 hours in a pay period.
5. The job sharing partner who is scheduled to work on a scheduled paid holiday shall work that day, unless a shift exchange is arranged by mutual agreement 4 weeks in advance; and job sharers shall not be required to work, in total, more paid holidays than 1 full-time employee, unless mutually agreed otherwise.
6. Seniority and service will be maintained during the job sharing arrangement. Specifically, the Full-time job sharing partner(s) will retain their current seniority date and remain on the full-time seniority list. The part-time job sharing partner will continue to accumulate seniority as outlined in the collective agreement and will remain on the part-time seniority list.
7. For the duration of the job share arrangement, the full-time job sharing employee(s) shall be eligible to continue full-time benefits, subject to approval by the benefit provider, with the following conditions:
 - (a) The paramedic shall agree to pay fifty percent (50%) of premiums for extended health care and dental benefits as well as life, long term disability and accidental death and dismemberment insurance. Premium payments required of paramedics as a result of Job Sharing Arrangements must be provided as post dated cheques, in advance and as a condition of their participation in the program;
 - (b) Paid vacation, sick leave and recognized holiday banks as per the collective agreement shall be calculated on a pro-rated basis of fifty percent (50%) of a Full-time paramedic;

- (c) The paramedic shall be considered a part-time employee for the purposes of uniform allotment and safety footwear allowance; and
 - (d) For the purposes of OMERS, the Employer and employees' contributions will be reduced to reflect the modified earnings of the employee. All other pension conditions are in accordance with OMERS rules.
8. For the duration of the job share arrangement, the part-time job sharing employee will continue to be considered part-time status, meaning they will continue to be eligible for payment in lieu of all benefits, as outlined in Article 22.05.

Leaves of Absence:

1. Job-share incumbents will not be required to cover for their partner for short-term sick leave and vacation leave.
2. In the event of an extended leave of absence exceeding three (3) months (example: pregnancy or parental leave, extended sick leave), this part of the job share arrangement shall be posted as a temporary, job share vacancy. Should the remaining job sharing partner apply for and be the successful candidate, this will become a Temporary Full-Time position for the length of the extended absence.

If the job sharing partner does not apply for the second half of job sharing arrangement, or is not the successful candidate, another employee will take on the master schedule associated with the job sharing arrangement, subject to the terms and conditions of this letter of understanding, for the period of the extended leave of absence.

Selection of the job-share candidate is at the sole discretion of the Manager, Emergency Services or designate.

3. Each job sharing partner will be treated separately in matters of discipline in accordance with the Collective Agreement.

Discontinuation of a Job Share Agreement (Individual Participants):

1. In the event that either job sharing partner wishes to voluntarily dissolve the job share agreement for the purpose of reverting back to their previous position earlier than the end date of the initial job share agreement, the job sharing partner will give 4 weeks notice to the Employer of their decision.
2. A paramedic who initiates the termination of a job share agreement will not be permitted to apply for a new job share agreement for the period of one year.
3. In the event the initiating job sharing partner leaves the partnership (i.e. retirement, resignation, etc.) the job sharing agreement shall be dissolved. Upon completion of the job share agreement, the position will be posted as a full-time position in accordance with the terms of the collective agreement.
4. In the event that the part-time employee (second half of the job sharing arrangement) leaves the partnership, the other (initiating) job sharing partner will have the option of converting back to their original full-time status or remaining as a job sharing partner. If they choose to continue job sharing, the part-time component of the job share arrangement shall be posted, in accordance with this letter of understanding. If no one applies, the job sharing arrangement shall be dissolved and initiating job sharing partner will convert back to their original full-time status.
5. It is understood and agreed that the Employer may terminate the Job Sharing Agreement without notice or payment in lieu of notice for just cause which, for the purpose of this Letter of Understanding, shall be defined as any act which, by law, justifies the dismissal of the Paramedic/Employee.
6. Any other job share agreement will cease, effective December 31st of that year, unless specifically extended by both parties.

Discontinuation of this Letter of Understanding

Either party (Union or Employer) may discontinue the job sharing arrangements with at least 8 weeks notice. Upon receipt of such notice a meeting shall be held between the parties within 15 business days to discuss the discontinuation. In this circumstance, the job sharers will revert to their status of full-time and part-time respectively.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING #8

BETWEEN

**THE CORPORATION OF HALDIMAND COUNTY
(THE EMPLOYER)**

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
On behalf of its LOCAL 2102
(THE UNION)**

RE: BENEFITS FOR TEMPORARY FULL-TIME EMPLOYEES

Whereas, permanent part-time paramedics may be offered full-time hours on a temporary basis to replace an employee on leave or to perform a special non-recurring task;

AND Whereas, such employee engaged in full-time hours on a temporary basis continues to maintain permanent part-time status, and remain eligible for part-time vacation pay, as outlined in Article 21.01 (c) and benefits for part-time employees, as outlined in Article 22.05;

AND Whereas, the parties wish to recognize and retain those permanent part-time paramedic(s) who participate in longer term temporary, full-time contracts;

Therefore, the parties agree as follows:

1. Paramedics who are offered and accept a temporary, full-time opportunity over twelve (12) months in duration, shall be offered following three (3) options:
 - (a) In lieu of part-time vacation pay, the employee may elect to receive a bank of paid time off, equivalent to three weeks per year or entitlement under vacation entitlement, whichever is greater, pro-rated for the actual term of assignment. Employees may draw upon such bank to receive regular earnings for required time off. Time off must be pre-approved by a supervisor, following regular notice as outlined in the collective agreement and/or policy.

(b) In lieu of the *ESA* calculated stat holiday premium paid to part-time employees, the employee may elect to have the equivalent hours, for holidays that occur during the temporary full-time assignment, put into a recognized holiday bank. Employees may draw upon such bank to receive regular earnings for required time off.

(c) In lieu of benefits for part-time employees, the employee may elect to enroll in the Extended Health Care and Dental group benefit plans, equivalent to that provided to permanent, full-time employees within the bargaining unit. For clarity, such part-time employee is not eligible for any other full-time benefits during this assignment (i.e. insured benefits and pregnancy and parental supplement).

2. The affected paramedic may, at the time of offer, choose any or all options at their discretion, and such decision shall apply for the duration of their assignment. Should the employee choose not to participate in either or both options, their participation in part-time vacation and/or benefits, respectfully, shall remain unchanged.

3. A paramedic who is actively working in a temporary, full-time capacity of less than twelve months is not eligible for these options. However, if the employee is subsequently offered a new or extended contract, pursuant to which they would be employed in a temporary full-time opportunity beyond a twelve (12) month period, the paramedic will be provided the options outlined in point 1 above. In such case where this is offered and the employee accepts, such change shall be made as soon as practical following the decision and shall apply for the remaining duration of their assignment. For clarity, such decision can not be made “retroactively”.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING #9

BETWEEN

**THE CORPORATION OF HALDIMAND COUNTY
(THE EMPLOYER)**

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
On behalf of its LOCAL 2102
(THE UNION)**

RE: ARTICLE 24 – SICK LEAVE PROVISIONS

Whereas, the parties have negotiated a new Sick Leave/Short Term Disability Plan (Article 25), effective January 1, 2024;

And Whereas, the parties have agreed to maintain Article 24 – Sick Leave Provisions, for those employees who have accumulated sick credits of ninety-six (96) hours or more as of December 31, 2023;

And Whereas the parties have agreed that employees who under Article 24 – Sick Leave Provisions, have reached accumulated sick credits of ninety-six (96) hours or less as of January 31, 2022, shall be covered under Article 25 – Sick Leave/ Short Term Disability (STD) Plan.

Therefore, effective January 1, 2024, the parties agree as follows:

1. At the start of each calendar year, the Employer will provide the Union with a list of employees who have sick leave credits in excess of ninety-six (96.0) hours (Sick Leave List), as outlined in Article 24 – Sick Leave.
2. Employees identified on Sick Leave List (see #1) shall carry forward their accumulated sick leave credits, in lieu of being credited with annual sick leave hours as outlined in Article 25 – Sick Leave/Short Term Disability Plan. It is understood that there shall be no accumulation of sick leave credits of any kind after December 31, 2023, as outlined in Article 24 – Sick Leave. Employees must be at or below 96 hours to be eligible for the Short-term Disability Plan (Article 25.05 – Sick Leave /Short-term Disability Plan – Employment Insurance Top-up).
3. Except where otherwise provided for in this letter of understanding, employees with access to accumulated sick leave remain governed by all other sick leave provisions outlined in Article 24.

4. An employee who does not have more than ninety-six (96.0) hours accumulated sick leave bank shall forfeit any remaining accumulated sick leave bank and sick leave shall be governed by Article 25 – Sick Leave/Short term Disability Plan in its entirety.

DATED in Cayuga this _____ day of _____, 2024.

For the Employer:

For the Union:
