

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF HALDIMAND COUNTY  
(hereinafter called the "Employer")**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA  
(hereinafter called the "Union")**

**EFFECTIVE: FEBRUARY 1, 2019**

**EXPIRY: JANUARY 31, 2022**

## TABLE OF CONTENTS

ARTICLE	PAGE
<b>ARTICLE 1 – PURPOSE .....</b>	<b>1</b>
<b>ARTICLE 2 – SCOPE AND RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 3 – MANAGEMENT RIGHTS .....</b>	<b>1</b>
<b>ARTICLE 4 – DEFINITIONS .....</b>	<b>2</b>
4.01 Full Time Employees .....	2
4.02 Part Time Employees .....	2
4.03 Primary Care Paramedic .....	2
4.04 Advanced Care Paramedic.....	2
4.05 Temporary Employees .....	2
<b>ARTICLE 5 – UNION SECURITY .....</b>	<b>3</b>
5.01 Union Dues .....	3
5.02 Interview Period .....	3
5.03 Education Fund.....	4
<b>ARTICLE 6 – NO STRIKE/LOCKOUT.....</b>	<b>4</b>
<b>ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES.....</b>	<b>4</b>
7.01 Grievance Committee .....	4
7.02 Union Stewards.....	4
7.03 Negotiating Committee .....	5
7.04 Labour-Management Committee .....	6
<b>ARTICLE 8 - GRIEVANCE AND ARBITRATION .....</b>	<b>6</b>
<b>ARTICLE 9 – SENIORITY .....</b>	<b>10</b>
9.01 Probationary Period .....	10
9.02 Definition of Seniority .....	10
9.03 Transfer of Service and Seniority.....	10
9.04 Loss of Seniority .....	10
9.05 Effect of Absence.....	11
9.06 Seniority .....	12
<b>ARTICLE 10 – JOB SECURITY .....</b>	<b>12</b>
10.01 Staff Planning Committee .....	12
10.02 Notice of Lay-off.....	13
10.03 Severance and Retirement Options .....	14
10.04 Lay-off and Recall .....	14
10.05 Benefits on Layoff .....	16
<b>ARTICLE 11 – JOB POSTING .....</b>	<b>16</b>
<b>ARTICLE 12 – NO CONTRACTING OUT .....</b>	<b>17</b>
<b>ARTICLE 13 – WORK OF THE BARGAINING UNIT .....</b>	<b>17</b>
13.01 Work of the Bargaining Unit .....	17
13.02 Employment Agencies .....	17
<b>ARTICLE 14 – TECHNOLOGICAL CHANGE .....</b>	<b>17</b>
<b>ARTICLE 15 – LEAVES OF ABSENCE .....</b>	<b>18</b>
15.02 Bereavement Leave .....	18
15.03 Compassionate Leave .....	18
15.04 Education Leave .....	19
15.05 Jury and Witness Duty .....	19
15.06 Pregnancy Leave .....	20

15.07	Parental Leave .....	21
15.08	Full-Time Union Office .....	22
15.09	Union Leave.....	23
15.10	Personal Leave.....	23
15.11	Pre-Paid Leave Plan.....	23
15.12	Emergency Leave and Medical Leave.....	25
15.13	Honour Leave Guard .....	25
<b>ARTICLE 16</b>	<b>– HOURS OF WORK.....</b>	<b>25</b>
16.01	Daily and Weekly Hours of Work .....	25
16.07	Scheduling of Part Time Paramedics.....	26
16.08	Call-In .....	27
16.09	Overtime Distribution .....	27
<b>ARTICLE 17</b>	<b>– PREMIUM PAYMENT .....</b>	<b>27</b>
17.01	Definition of Regular Straight Time Rate of Pay.....	27
17.02	Definition of Overtime (Overtime Premium) .....	27
17.03	Reporting Pay .....	28
17.04	Standby.....	28
17.05	Shift Premium .....	28
17.06	Responsibility Outside the Bargaining Unit.....	29
17.07	Paid Time to Working Time.....	29
17.08	Weekend Premium .....	29
17.09	Training Pay.....	29
17.10	Bike Medic Duties .....	30
<b>ARTICLE 18</b>	<b>– ALLOWANCES .....</b>	<b>30</b>
18.01	Meal Allowance.....	30
18.02	Uniform Allowance .....	30
<b>ARTICLE 19</b>	<b>– HEALTH AND SAFETY .....</b>	<b>30</b>
19.01	Accident Prevention - Health and Safety Committee .....	30
19.02	Protective Clothing.....	31
<b>ARTICLE 20</b>	<b>– PAID HOLIDAYS.....</b>	<b>31</b>
<b>ARTICLE 21</b>	<b>– VACATIONS.....</b>	<b>32</b>
21.01	Entitlement and Calculation of Payment .....	32
21.02	Use of Vacation Entitlement.....	33
21.03	Requests and Scheduling .....	34
21.04	Approved Leave of Absence or Sick Leave During Vacation.....	34
<b>ARTICLE 22</b>	<b>– HEALTH AND INSURANCE BENEFITS.....</b>	<b>35</b>
22.01	Insured Benefits.....	35
22.02	Change of Carrier .....	36
22.03	Pension.....	36
22.04	Health and Welfare .....	36
22.05	Benefits for Part Time Employees.....	36
<b>ARTICLE 23</b>	<b>– INJURY AND DISABILITY .....</b>	<b>37</b>
23.01	Workers Compensation Injury.....	37
23.02	Disabled Employees .....	37
<b>ARTICLE 24</b>	<b>– SICK LEAVE PROVISIONS .....</b>	<b>37</b>
<b>ARTICLE 25</b>	<b>– COMPENSATION .....</b>	<b>41</b>
25.01	Experience Pay.....	41
25.02	Promotion to a Higher Classification .....	41
25.03	Temporary Transfer .....	41

25.04 Job Classification .....	41
25.05 Wages.....	42
<b>ARTICLE 26 – OTHER PROVISIONS .....</b>	<b>42</b>
<b>ARTICLE 27 – DURATION .....</b>	<b>42</b>
27.02 Term .....	43
<b>ARTICLE 28 – RETROACTIVITY .....</b>	<b>43</b>
<b>SCHEDULE “A” – WAGE SCHEDULE.....</b>	<b>44</b>
<b>LETTER OF UNDERSTANDING - UNION OFFICE .....</b>	<b>45</b>
<b>LETTER OF UNDERSTANDING – INTRAVENOUS (IV) PROGRAM.....</b>	<b>46</b>
<b>LETTER OF UNDERSTANDING – DAY OF MOURNING.....</b>	<b>47</b>
<b>LETTER OF UNDERSTANDING – WORKPLACE VIOLENCE .....</b>	<b>48</b>
<b>LETTER OF UNDERSTANDING RE ARTICLE 22 – HEALTH &amp; INSURED BENEFITS .....</b>	<b>49</b>
<b>LETTER OF UNDERSTANDING –DRESS UNIFORMS.....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING – PAID HOLIDAYS .....</b>	<b>52</b>
<b>LETTER OF UNDERSTANDING – COMMUNITY PARAMEDIC .....</b>	<b>53</b>
<b>EXTENDED SHIFT ARRANGEMENTS.....</b>	<b>54</b>
<b>SCHEDULE “B” – ESSENTIAL SERVICES AGREEMENT .....</b>	<b>56</b>

## **ARTICLE 1 - PURPOSE**

1.01 The purpose of the Collective Agreement is to set forth conditions of employment for the employees coming within the scope of this Agreement, and to maintain good and mutually beneficial relationships between the Employer, its employees and the Union.

1.02 The Employer agrees to treat the employees with consideration and the Union agrees to encourage them to accomplish loyal and sincere work.

1.03 The Union recognizes that the Employer is a public service that requires reliable and continuous service to be performed with skill and efficiency.

## **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.

2.02 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

## **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 proper 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. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

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 - Union Dues

As a condition of employment, the Employer will deduct, from each bi-weekly pay of an employee covered by this Agreement, an amount equal to the regular monthly Union dues designated by the Union.

In the case of newly hired employees, each employee shall be subject to a one (1) time Union Initiation Fee as directed by the Secretary Treasurer of the Union. Initiation Fees and Dues deductions shall commence in the month of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

The Employer agrees to forward a list of dues deducted, in an electronic format provided by the Union, showing the names, current addresses, phone numbers, Social Insurance Numbers, employment status, birth date, hire date, termination date, hourly rates, hours worked and the amount of dues remitted on behalf of each of the employees for whom deductions have been made.

In consideration of the deduction of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the provisions of this Article.

Deductions shall be remitted to the Secretary Treasurer of the local Union monthly to the Union, on or before the 15th of the month following date that the dues were deducted. Any omissions and/or retroactive deductions shall be remitted with the next available dues submission and include the reason for missed remittance.

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

### 5.02 - Interview Period

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.

### 5.03 - Education Fund

The Employer will deduct a special assessment of three cents (\$0.03) per hour for union education to all bargaining unit members.

Such assessment along with a listing of employees will be paid on a quarterly basis into a trust fund established and administered by the SEIU Local Union for this purpose.

## **ARTICLE 6 - NO STRIKE/LOCKOUT**

6.01 The Union undertakes and agrees that while this Agreement is in operation there will be no strike, sit-down, slowdown, or any suspension or interference with work or service, and any employee or employees participating in any such action may be summarily discharged or otherwise disciplined. The Employer agrees that while this Agreement is in operation it will not engage in any lockout. 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 - UNION REPRESENTATION AND COMMITTEES**

### 7.01 - Grievance Committee

(a) The Employer will recognize a Grievance Committee composed of one Chief Steward and not more than two employees selected by the Union who have completed their probationary period. In addition, a general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

(c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

### 7.02 - Union Stewards

(a) The Employer agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

(b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.



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

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

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

(f) The Employer will recognize one (1) Chief Steward and up to four (4) stewards.

(g) Steward badges will be allowed to be worn.

(h) The Employer undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.

(i) The Union undertakes to secure from its officers, stewards and members, their co-operation with the Employer and with all persons representing the Employer in any supervisory capacity.

### 7.03 - Negotiating Committee

(a) The Employer agrees to recognize a Negotiating Committee comprising of 3 members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.

(b) The purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.

(c) The Employer agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Employer up to, but not including, arbitration. If negotiations (prior to conciliation) are conducted outside the employee's scheduled hours of work, the employee will be paid his regular rate of pay for the hours of negotiations, not to exceed eight (8) hours of pay per day.

(d) Nothing in this provision is intended to preclude the Union Negotiating committee from having the assistance of any representatives of the Union when negotiating with the Employer.

#### 7.04 - Labour Management Committee

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

The Employer will recognize a Labour Management Committee composed of one Chief Steward and not more than two employees selected by the Union who have completed their probationary period. In addition, a general representative of the Union may be present at any meeting of the committee.

A request for up to four (4) meetings in a calendar year at a mutually agreed time and place may be made. Such requests shall be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. The agenda shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. Should a meeting of the committee occur during a member's day off, the committee member shall be paid for time spent, not to exceed four (4) hours at regular rate of pay for the purposes of attending such meeting.

It is understood that joint meetings with other Labour-Management Committees in the County may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

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

### **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

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.

8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement 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 his/her 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 he has first given his immediate supervisor or designate the opportunity of adjusting his complaint. The griever may have the assistance of a union steward if he so desires.

Such complaint shall be discussed with his immediate supervisor or designate within five (5) working 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 five (5) days, it shall be taken up as a grievance within five (5) days following his 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 him, to his immediate supervisor or designate. The employee may be accompanied by a Union Steward. The immediate supervisor or designate will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. 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 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 he could have instituted himself 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 his 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 his probationary period, claims that he has 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 five (5) days following the date the discharge is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Employer's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable

8.08 (a) Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

8.09 All agreements reached, under the grievance procedure, between the representatives of the Employer and representatives of the Union will be final and binding upon the Employer, the Union and the employee(s).

8.10 (a) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

(b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 48 of the Labour Relations Act including the power to impose a settlement and to limit evidence and submissions.

8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

8.12 The Arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify, add to or amend any part of this Agreement.

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

8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the

time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

## **ARTICLE 9 - SENIORITY**

### 9.01 - Probationary Period

A new employee will be considered on probation until he has completed 720 regularly scheduled hours of work, excluding any orientation period. Upon completion of the probationary period he 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.

### 9.02 - 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, except as otherwise provided herein.

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 2080 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Part time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

### 9.03 - Transfer of Service and Seniority

An employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority on the basis of one (1) year equals 2080 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 2080 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

### 9.04 - Loss of Seniority

An employee shall lose all seniority and 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 his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has 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.

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

#### 9.05 - Effect of Absence

Unless otherwise provided in this Collective Agreement:

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

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall accrue for a period thirty (30)

months if an employee's absence is due to a disability resulting in W.S.I.B. or LTD benefits or while an employee is on sick leave (including the Employment Insurance Period).

#### 9.06 - Seniority

(a) Seniority lists of employees shall be maintained by the Employer on a Bargaining Unit basis.

(b) The Employer agrees to recognize seniority and qualification in the making of promotions and demotions and in the reduction of staff. Therefore, as between employees with relatively equal qualifications, the senior employee will receive preference.

(i) "Promotion" as used in this Agreement shall mean permanent transfer to a job carrying a higher rate of pay.

(ii) "Demotion" as used in this Agreement shall mean permanent transfer to a job carrying a lower rate of pay.

(c) 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.

(d) A bargaining unit employee who is transferred to a supervisory position or any position not subject to the provisions of this Agreement shall accumulate seniority during the period he retains such position and, if he is returned to the bargaining unit, such seniority shall be added to the seniority which he had at the time of his promotion or appointment.

### **ARTICLE 10 - JOB SECURITY**

#### 10.01

(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 from 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 his or her 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.

#### 10.02 - Notice of 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.

#### 10.03 - Severance and Retirement Options

- (a)
  - (i) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 10.02 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
  - (ii) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 10.02 (a) (ii) but prior to the effective date of layoff that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (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 10.02 (a) (ii) in any classification(s) the employee 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 10.02.

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.

#### 10.04 - Layoff and Recall

- (a) In the event of layoff, the Employer shall layoff employees in the reverse order of their seniority, providing 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 Holidays) 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 he has 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 he was laid off shall have the privilege of returning to the position he 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 his 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 his 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 his/her 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.

## 10.05 - 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.

## **ARTICLE 11 - JOB POSTING**

11.01 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.

11.02 The postings referred to in Article .01 shall stipulate the qualifications, classification, rate of pay, and a copy shall be provided to the Chief Steward.

11.03 Employees shall be selected for positions under either Article 11.01 or 11.04 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 **and available** to perform the available work. **Where an employee is deemed not qualified or available 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.

11.04 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 his former position.

11.05 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.

11.06 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 he shall be considered permanently assigned to that vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to

his former position at his 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 12 - NO CONTRACTING OUT**

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

## **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.**

### 13.02 - Employment Agencies

Prior to enlisting the services of an employment agency, the Employer will attempt to contact part-time staff who would normally perform the duties in question.

## **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 his/her 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 employee's age and previous educational background, during which they may perfect or acquire the skills necessitated

by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (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 working 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 working 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, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions on a consecutive working day 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 his/her current assigned full-time paramedic partner.

### 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 his or her 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 he 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 his 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, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b) and (c) above.

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

Where the Employer is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (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 she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.

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

(d) 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 her regular weekly earnings and the sum of her 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 her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she 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 her 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 she not been on pregnancy leave, the employee shall be deemed reinstated to her 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 his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

(e) 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.**

**(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 he or she not been on parental leave, the employee shall be reinstated to his or her former duties at the same rate of pay. The employer will endeavour to reinstate the employee to their home base and rotation.

#### 15.08 - Full-Time Union Office

Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Service and seniority shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

## 15.09 - Union Leave

(a) The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Employer.

(b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Employer.

(c) In addition to the leave of absence set out above, members of the Union Executive Board and/or council employed by the Employer will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

## 15.10 - 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.

## 15.11 - 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 his or her 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.

#### 15.12 – Emergency Leave and Medical Leave

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

#### 15.13 - 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 OF 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 subject to the Addendum to the Collective Agreement titled Extended Shift Arrangements and 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 eight (8) 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 (80) 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 his responsibility to arrange with the Employer for his return to work, by providing at least one (1) regular working days' notice prior to the time of his 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 **six (6)** dates per month of availability, **including at least two (2) weekend dates (being Friday night through Sunday day 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.

Part-time paramedics shall provide their availability for the prime time period (defined as June 15 through September 15) by March 1<sup>st</sup> 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 9.06 (c).

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 9.06 (c).

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 he reports to his 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 (80) 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 his or her "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 his or her "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 his or her 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 one (1) 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 **ninety cents (\$0.90)** per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

**Effective January 1, 2020, this shift premium shall increase to ninety-five cents (\$0.95) per eligible hour.**

**Effective January 1, 2021, this shift premium shall increase to one dollar (\$1.00) per eligible hour.**



#### 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 **ninety cents (\$0.90)** 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, he/she will not receive weekend premium under this provision.

**Effective January 1, 2020, this weekend premium shall increase to ninety-five cents (\$0.95) per eligible hour.**

**Effective January 1, 2021, this weekend premium shall increase to one dollar (\$1.00) per eligible hour.**

#### 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 four 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 straight time rate of pay for all approved hours they attend for Bike Medic purposes. Bike Medic duties and assignments 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.

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

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with **thirteen dollars and fifty cents (\$13.50)** if the Employer is unable to schedule a meal break during the overtime period.

#### 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 - Accident Prevention - Health and Safety Committee

(a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Service in order to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health & Safety Committee two (2) representatives selected or appointed by the Union from amongst bargaining unit employees.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

(d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

(e) Meetings shall be held quarterly or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

(f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his regular or premium rate as may be applicable.

(g) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

(h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.

(i) Where the Employer identifies high risk areas where employees are exposed to Hepatitis B, the Employer will reimburse the cost of a Hepatitis B vaccination.

#### 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.

Effective **January 1, 2020** 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 his duties. This payment will be made through the normal direct deposit process on the 1<sup>st</sup> available pay in September to those employees on payroll as of September 1<sup>st</sup> in the same year.

### **ARTICLE 20 - PAID HOLIDAYS**

20.01 The following days shall be recognized as holidays with pay

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Family Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

20.02 An employee who is required to work a majority of their hours on a paid holiday as specified in Section 20.01 shall be paid at time and one-half for all such work performed with the exception of the December 25<sup>th</sup> day shift which will be paid at the rate of two times.

In addition, a full time employee required to work a majority of their hours on a paid holiday as specified in Section 20.01 shall, at the discretion of the Employer be given either:

- (a) Twelve (12) hours off at regular rate, or
- (b) An extra twelve (12) hours pay at regular rate, within thirty (30) days of the said holiday or within the schedule cycle, whichever period is the longer.

A full time employee who is not required to work a majority of their hours on a paid holiday as specified in Section 20.01 shall be provided eight hours off at regular rate or an extra eight (8) hours' pay at regular rate within thirty (30) days of the said holiday or within the schedule cycle, whichever period is the longer.

20.03 Where an employee is required to work authorized overtime in excess of his 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 his regular straight time hourly rate for such additional authorized overtime.

20.04 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

- 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 his/her 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 the application of the Effect of Absence provision.

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 1<sup>st</sup> of the current year, or
- b) A full-time employee may request by December 1<sup>st</sup> of the current year, a pay out of unused vacation time of up to **sixty (60)** hours subject to the approval of the CAO. Any approved pay out shall be processed no later than February 28<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup>, 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.

## **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 #22487 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 **\$350.00** every 24 months including laser eye surgery), **plus** eye examination coverage (maximum **\$90.00** every 24 months), - hearing aid allowance (maximum \$500.00 per individual every 36 months).

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 and Chiropractor to a combined annual maximum of **\$1000** per eligible claimant per year.

**Effective August 1, 2019, amend Sunlife Contract #22487 to add licensed psychologist or social workers services to the pooled paramedical practitioner benefit noted above, in lieu of the current stand-alone psychologist or social worker benefit.**

(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 source

(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.

#### 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, his or her 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 his/her 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%).**

**For clarity, effective the first day of the pay period following date of ratification by both parties, the percentage in lieu of fringe benefits for part-time employees who are currently enrolled in the OMERS pension plan will increase from five percent (5%) 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 he is unable to carry out the regular functions of his 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**

### 24.01 Sick Leave Credit Schedule

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

- (a) one and one-half (1½) days 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</u>
0-5 days inclusive	1½ days
6-10 days inclusive	1 day
11-15 days inclusive	½ day
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 his/her 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 or cause to 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 leave 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 his 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 his responsibility to arrange with the Employer for his return to work at least one (1) regular working day prior to the time of his intended return. It is the employee's duty to keep the Employer informed of his 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 - COMPENSATION**

### 25.01 - 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, solely for the purpose of determining the applicable wage step. The Employer may request** verification of previously related experience, evaluate such experience for relevancy **and at the Employer discretion**, the employee shall be slotted in that step of the wage progression consistent with one (1) years' service for every one (1) years' 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.

### 25.02 - Promotion to a Higher Classification

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

### 25.03 - 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, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

### 25.04 - 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.

#### 25.05 – 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 26 - OTHER PROVISIONS**

26.01 Upon 24 hours’ notice, each employee shall have access to his file in Human Resources for the purpose of reviewing any evaluations or formal disciplinary notation contained therein in the presence of his Supervisor and the Union Steward if he so requests. On the date of interview each employee shall be given a copy of his evaluation at his request.

26.02 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.

26.03 The Employer will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices.

**ARTICLE 27 - DURATION**

27.01 Notwithstanding the foregoing provisions, in the event either of the parties to this Agreement wish to negotiate for its renewal, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days or as may be mutually agreed thereafter for the purpose of bargaining.

27.02 - Term

This agreement shall continue in effect until January 31, **2022** 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.

**ARTICLE 28 – RETROACTIVITY**

Retroactivity based on Schedule “A” will be paid for all hours paid by the Employer from February 1, 2019 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.

Retroactivity payments will also be provided to persons who have left their employment since February 1, 2019. The employer will send a registered letter to their last known address, advising them of their right to retroactivity. Ex-employees will have 60 calendar days, from the date of the mailing, to claim retroactivity. If an employee fails to claim retroactivity within the 60 calendar day period, his/her right to retroactivity is extinguished.

DATED in Cayuga this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

For the Employer:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LC/lc

**HALDIMAND COUNTY PARAMEDICS**

**S.E.I.U. WAGE SCHEDULE "A"**

<b>EFFECTIVE</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEARS</b>
<b>February 1, 2019 1.7%</b>	<b>\$36.50</b>	<b>\$37.98</b>	<b>\$39.64</b>
<b>February 1, 2020 1.7%</b>	<b>\$37.12</b>	<b>\$38.63</b>	<b>\$40.31</b>
<b>February 1, 2021 1.75%</b>	<b>\$37.77</b>	<b>\$39.31</b>	<b>\$41.02</b>



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
(THE EMPLOYER)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA  
(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 \_\_\_\_\_, 2019.

For the Employer:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
(THE EMPLOYER)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA  
(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 \_\_\_\_\_, 2019.

For the Employer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
(THE EMPLOYER)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA  
(THE UNION)

RE: DAY OF MOURNING

The Employer and the Union will jointly recognize April 28<sup>th</sup> 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 28<sup>th</sup> and where feasible observe the remembrance at 1100 hours.

Dated in Cayuga this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

For the Employer:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
(THE EMPLOYER)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA  
(THE UNION)

RE: WORKPLACE VIOLENCE

- a) 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.
- b) The Employer has developed a Respect in the Workplace Policy and a Workplace Violence Policy.
- c) The Employer has provided training regarding violence and aggressive behaviour to all employees. This training will be provided to new 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.

Dated in Cayuga this \_\_\_\_ day \_\_\_\_\_, 2019.

For the Employer:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
(THE EMPLOYER)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA  
(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 #22487, 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:**

- 1. The Life and Accidental Death and Dismemberment references in Article 22.01(b);**
- 2. Long Term Disability Insurance referenced in Article 22.01(d); and/or**
- 3. 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 \_\_\_\_\_, 2019.

For the Employer:

---

---

---

---

---

For the Union:

---

---

---

---

---

**LETTER OF UNDERSTANDING**

**Between**

**The Corporation of Haldimand County  
(The Employer)**

**and**

**Service Employees International Union Local 1 Canada  
(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, for employees wishing to voluntarily purchase a dress uniform, the parties agree to the following:

1. Employees may carry over unused points from their uniform allowance, referenced in Article 18.02 for the purpose of a dress uniform, to a maximum of:

- a. 50 points annually, for full-time employees, or
- b. 30 points annually for part-time employees.

2. Employees may then use their carried forward points to purchase up to 50% of the cost of a dress uniform. For clarity, the employee must provide payment of at least 50% of the cost, including any applicable taxes, in a manner prescribed by the Employer.

3. Carried over points are meant for the purpose of dress uniforms and are not to be used to obtain additional annual uniforms. However, the parties agree that, where circumstances warrant an employee to require a significant allotment of new uniform (such as, but not limited to, sizing issues), an employee may request to use carried forward points to purchase additional annual uniforms, excluding accessory items other than duty belts, and the Employer will not unreasonably deny such request.

Dated in Cayuga this \_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between**

**The Corporation of Haldimand County  
(The Employer)**

**and**

**Service Employees International Union Local 1 Canada  
(The Union)**

**RE: ARTICLE 20 - PAID HOLIDAYS**

**The parties agree to the following for the purpose of administering the terms/conditions provided to full-time employees under Article 20 - Paid Holidays:**

**1. At the beginning of each calendar year, a permanent full-time paramedic will be credited with a bank of 96.0 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.**

**2. During the calendar year, an employee may request that hours from his paid holiday bank to 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.**

**3. Where a full-time employee is eligible for a premium under Article 20.01 for working on a paid holiday, that employee shall also be credited with an additional four (4) hours, which will be entered into his recognized holiday bank referenced in point 1 above.**

Dated in Cayuga this \_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**LETTER OF UNDERSTANDING**

**Between**

**The Corporation of Haldimand County  
(The Employer)**

**and**

**Service Employees International Union Local 1 Canada  
(The Union)**

**RE: COMMUNITY PARAMEDIC**

**Should the Employer introduce the position of Community Paramedic into the Haldimand County Service, the parties agree to meet before the recruitment process is initiated to negotiate the terms and conditions of this position as a new classification.**

Dated in Cayuga this \_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **EXTENDED SHIFT ARRANGEMENTS**

### **ADDENDUM TO THE COLLECTIVE AGREEMENT**

**Between:**

**THE CORPORATION OF HALDIMAND COUNTY  
(Hereinafter called the "Employer")**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA  
(Hereinafter called the "Union")**

The parties hereby agree, subject to the approval of the Ministry of Labour, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

1. This addendum shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 2.01 of the Collective Agreement who are working the 12 hour shift system.
2. The regular working day for all employees working the 12 hour shift system shall consist of (12) hours, or any shorter shift for which the employee is scheduled to work in a normal two week rotation.
3.
  - a) The work week for all full time employees working the (12) hour shift system over a two week cycle shall be an average of (84) hours per pay period.
  - b) For employees working the 12 hour shift system, overtime shall be defined as authorized work performed in excess of 84 hours in a bi-weekly pay period or in excess of the regularly scheduled shift in any one day.
4. For purposes of overtime the hours of work per week shall be averaged over a bi-weekly pay period.
5. Statutory holiday pay, for full-time employees only, will be computed on the basis of the employee's regular straight time hourly rate of pay times 8 hours as set out in the "Daily and Weekly Hours of Work" provision of the Collective Agreement.
6. An employee required to work on any of the designated holidays listed in Article 20 shall be paid in accordance with Article 20.02 of the Collective Agreement.
7. For the purpose of calculating vacation entitlement of full time employees working the (12) hours 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 (40) hours.

8. Either party may, on written notice of 90 days to the other party, terminate this Extended Shift Arrangement.
  
9. This Extended Shift Arrangement Addendum is made by the parties in recognition of the fact that the Collective Agreement provisions were negotiated when employees worked 8 hour days, and 40 hour weeks, and accordingly any reference to days or weeks in the agreement for the purposes of calculating entitlements is to be varied on the basis that 1 day equals 8 hours, and 1 week equals 40 hours, with the specific exception of the compassionate leave and bereavement leave provisions of the Collective Agreement.

Dated in Cayuga this \_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

---

---

---

---

---

---

---

---

---

---

## **SCHEDULE "B"**

### **ESSENTIAL SERVICES AGREEMENT**

**Between**

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

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA  
(Hereinafter called 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.

## APPENDIX A

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 his or her place. If such person is the chair, the other members of the Board of Arbitration will select a new person in accordance with this Agreement.
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 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 \_\_\_\_\_ of \_\_\_\_\_, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

---

---

---

---

---

---

---

---

---

---