

COLLECTIVE AGREEMENT

Between:

**THE CORPORATION OF THE COUNTY OF LAMBTON
(LAMBTON EMERGENCY MEDICAL SERVICES)**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

EFFECTIVE: APRIL 1, 2021
EXPIRY DATE: MARCH 31, 2024

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ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees covered by this Agreement, to provide an orderly procedure for the prompt disposition of grievances, to establish and maintain working conditions, hours of work, and wages for employees covered by this Agreement.
- 1.02 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 2 - SCOPE OF COLLECTIVE AGREEMENT

- 2.01 The Employer, being the County of Lambton, recognizes the Union as the exclusive bargaining agent for all Paramedic employees in the County of Lambton engaged in the provision of land ambulance services in the County of Lambton, save and except supervisors, persons above the rank of supervisor and co-operative education students.

NOTE: Workplace is defined as any site established by the County for purposes of Emergency Medical Services in the County of Lambton.

- 2.02 Temporary employee shall mean an employee hired for a specific assignment which shall not exceed four (4) months or in the case of pregnancy/parental leave or secondment outside the bargaining unit for relief, the duration of the leave. The term of the specific assignment may, however, be extended by agreement of the parties. Temporary employees will be covered by the terms of the Collective Agreement. A copy of the notice of appointment of all temporary employees shall be provided to the Local Union.

Permanent part-time employee shall mean an employee regularly employed for more than twenty-four (24) hours per week but less than full-time employees. Permanent part-time employees shall earn vacation, paid holidays and sick leave entitlement on a pro-rated basis in accordance with hours worked as permanent part-time.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Union is recognized as the sole collective bargaining agency for all employees of the Bargaining Unit as defined herein and the Employer undertakes that it will not enter into any other Agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3.02 Both parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised with respect to the membership or

activity in the Union, or non-membership of any employee in the Union, which is hereby recognized as voluntary act on the part of the individual concerned. No employee of the Employer shall be discriminated against because of race, ancestry, place of origin, citizenship, **colour**, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability, ethnic origin, gender identity, gender expression, pregnancy or the receipt of public assistance.

- 3.03 There will be no Union activity or solicitation for membership on the Employer's premises without consent from the Employer.

ARTICLE 4 - UNION SECURITY

- 4.01 a) Union dues will be deducted from the employee's pay on a biweekly basis in each calendar month and shall be remitted by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth day of the following month. The Employer will provide the Union with electronic dues remittance as determined and required by the Union from time to time.

The Employer agrees to forward a list of dues deductions in an electronic format designed by the Union showing the names, current addresses, phone numbers, Social Insurance Numbers, highlighting new hires, resignations, terminations, new unpaid leave of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the employees for whom deductions have been made.

- b) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- c) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- 4.02 Regular monthly Union dues referred to in this Article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Employer in writing by the Union.
- 4.03 The Union shall indemnify and save the Employer harmless with respect to all Union dues so deducted and remitted.
- 4.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

- 4.05 T-4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union recognizes that the management of the Employer and the direction of the employees are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim by a seniority-rated employee that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereafter provided;
- c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishments for the service;
- d) generally, to manage the operation that the Employer is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Union shall have the right to elect or otherwise select Union Stewards of nine (9) employees.

- 7.02 The Employer will recognize and deal with the said Stewards on grievances and on any other matter properly arising out of this Agreement including the negotiations for a renewal of this Agreement. It is agreed that when meeting with the Employer the committee will consist of no more than three (3) Stewards for grievances, three (3) for Labour/Management Committee Meetings and five (5) for negotiation meetings. It is further agreed that the Union Representative of Local 1 Canada may be present with the Committee.
- 7.03 The Union shall elect from amongst employees, Stewards whose duties shall be to assist employees in presenting their grievances to the designated representative of the Employer in accordance with the grievance procedure. The Union shall notify the Employer in writing of the names of the Stewards selected.
- 7.04 a) The Employer will recognize and deal with the Stewards and they shall have the right at any time to have the assistance of representative(s) of SEIU Local 1 Canada, when meeting with the Employer or the Employer's representatives. Such meeting will be arranged with the Corporate Manager, Human Resources or designate and will be held at a time and place mutually convenient to all parties.
- b) In accordance with this understanding, it is agreed that:
- i) Each Steward shall receive his regular pay of all regularly scheduled working hours lost due to attendance at negotiation meetings with representative(s) of the Employer up to and including conciliation.
 - ii) A Steward, the grievor(s) and, where applicable under this Agreement, Stewards, shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings with representatives of the Employer up to but not including arbitration.
 - iii) Processing of grievances at Step 1 and 2 shall be arranged so far as reasonably possible between 08:30 and 16:30 hours.
 - iv) Before leaving their regular work to undertake Union Business on behalf of the Union, the Stewards will request permission of the Supervisor before leaving their work and will report back to their Supervisor upon resuming their regular duties. Such permission will not be unreasonably withheld with consideration to operational requirements.
 - v) In accordance with this understanding in Article 7.04 (b) (i) above, such employees shall be compensated by the Employer for time lost from regular hours of work while meeting with representatives of the Employer in dealing with matters arising out of this Agreement.

Labour Management Committee

- 7.05 Stewards and the Employer and a Human Resources Delegate, if available, shall meet quarterly at the times mutually agreed upon, providing there is business for their joint consideration. Necessity for a meeting will be indicated by a letter from either party to the other party, containing an agenda of the subjects to be discussed. It is agreed that the Union committee will consist of three (3) Stewards. These meetings will incorporate staff planning, including identifying and seeking ways to address the retraining needs of staff, identifying any new equipment (prior to its implementation) that EMS staff are required to use to deliver services, as well as disclosure and accountability of items under discussion.
- 7.06 The Union agrees to supply the Employer with the names of the Stewards.
- 7.07 The Employer agrees to supply the Union Office, and Stewards with the names of the Manager and Supervisors in Departments having employees covered by this Agreement and the names of the persons in the Management Committee. The list will be provided each January, but the Employer will give notice to the Union Office of changes as they occur so that this list can be maintained in a current position.

ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE

- 8.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- 8.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given the Operations Supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with the Operations Supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the Operations Supervisor is unable to adjust a complaint to their mutual satisfaction within fourteen (14) calendar days, the employee may proceed with the grievance procedure within fourteen (14) calendar days following the decision of the Operations Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him when meeting with the Operations Supervisor to attempt to adjust his complaint. (Either party may request time extension, verified in writing and both parties agree to give full consideration to compliance with such requests).
- 8.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step Number 1 - The employee, with the assistance of a Steward, if she so desires, may present her grievance in writing to the Manager, EMS or his

designate. The nature of the grievance, the remedy sought and the section(s) of the Agreement alleged to have been violated shall be set out in the grievance. Failing settlement, the Manager, EMS shall deliver his decision in writing within fourteen (14) calendar days following the presentation of the grievance to her, then within fourteen (14) calendar days after the decision is given, the grievance may be advanced to Step 2.

Step Number 2 - Within fourteen (14) calendar days following the decision under Step 1, the grievance must be submitted to the Corporate Manager, Human Resources (or his designate), the said Steward, the grievor(s) and the Union Committee within fourteen (14) calendar days of receipt of the grievance. A meeting will be held within those fifteen (15) days unless an extension is mutually agreed to by the parties. Either party may have assistance from outside the workplace at this stage if desired.

The Corporate Manager, Human Resources (or his designate) shall give his written decision within fourteen (14) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fifteen (15) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such fifteen (15) day period, the grievance shall be deemed to have been abandoned.

All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employee or employees involved.

- 8.04 Policy Grievance - A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2 within fourteen (14) calendar days of the event giving rise to the grievance. Failing settlement under Step 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the Bargaining Unit as a whole is involved and may be affected by the resolution of the issue resulting from the grievance.

In the case of such a grievance by the Employer, it shall be submitted in writing to the Union Representative responsible for this Collective Agreement (with a copy to the Chair of the Union Committee) within twenty (20) calendar days after the circumstances giving rise to the grievance have occurred. The Union Representative shall give his decision within seven (7) calendar days after receiving the grievance, and failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Article 8 hereof.

- 8.05 Group Grievance - Where two (2) or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the Complaint and Grievance Procedure.
- 8.06 Discharge and Discipline - A grievance involving the discharge of an employee must be reduced to writing and originated under Step 2 within fourteen (14) calendar days of the employee being notified of his discharge. It is agreed that the Chair of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee. Notwithstanding anything in this Agreement, a probationary employee may be terminated at the sole discretion of and for any reason satisfactory to the Employer and such termination of a probationary employee shall not be subject to the grievance or arbitration procedures.
- 8.07 Whenever an employee is being issued disciplinary action including verbal warnings, written warnings, suspension or termination of employment, the Employer will advise the employee of their right to have a Union representative present at the meeting. The Union representative shall have the right to disclosure of the purpose of the meeting or investigation prior to the meeting. The Union Representative shall meet with the employee for a period of fifteen (15) minutes after the disciplinary meeting. The Employer will attempt to provide an area for this meeting to occur.
- 8.08 When Advanced Care or Primary Care Paramedics are deactivated or decertified by the Southwest Ontario Regional Base Hospital Medical Director:
- i) the Paramedic will be immediately placed on unpaid leave until such time as they are reactivated/recertified by the Southwest Ontario Regional Base Hospital Medical Director. However, the Employer will pay the employee up to sixteen (16) hours at his or her regular rate of pay following such deactivation/decertification, during which an employee must attempt to become reactivated/ recertified, and during which the Employer may assign the employee to non-patient care duties, including remedial tasks related to the issues which resulted in the employee's deactivation/decertification. The Employer will continue to pay its share of the premiums for health and welfare benefits for forty-five (45) days from the date of deactivation/decertification.
 - ii) if the Paramedic has not been reactivated/recertified by the Southwest Ontario Regional Base Hospital Medical Director within the 90 days as described in (i), he/she will be terminated for not meeting the qualifications for a Paramedic pursuant to the *Ambulance Act*. It is the employee's responsibility to contact the Medical Director and arrange to have this done by whatever means the Medical Director deems appropriate. Any cost for remediation will be at the expense of the employee;

- iii) the employee is required to immediately notify the Operations Supervisor as to their change in status and report to their next normally scheduled shift after being reactivated/recertified. If an employee is deactivated/decertified the Employer will meet with the Union and will make every reasonable effort to accommodate the employee with alternate employment in the County of Lambton during the period that the employee is attempting to meet the requirements of the *Act*.

ARTICLE 9 - ARBITRATION

- 9.01 If the Employer or the Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such a request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within fourteen (14) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by Agreement a chairman of the arbitration board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a chairman.
- 9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.
- 9.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.05 The proceedings of the arbitration board will be expedited by the parties hereto and the decision of the majority and where there is not majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.06 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.
- 9.07 The time limits set out in both the grievance and arbitration procedure herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of *the Labour Relations Act*.

- 9.08 The parties 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 the Arbitration Board shall appropriately apply.

ARTICLE 10 - PERSONNEL FILE

10.01 An employee upon written request shall have an opportunity to view his personnel file. The information an employee may review would be:

- a) application form;
- b) letters of counselling, written warnings and evaluations;
- c) incident reports;
- d) medical file, provided it is reviewed on site and in the presence of Human Resources or designate.
- e) An employee requested to provide duplicates of information provided at the time of hire will do so at no cost to the employee (i.e. transcripts, photocopies) but does agree to provide updated copies of licences, and certificates.

10.02 All discipline and letters of counseling will be removed from an employee's file after eighteen (18) months providing there has been no similar occurrences.

ARTICLE 11 – PROBATIONARY PERIOD, SENIORITY, TRANSFER AND PROMOTION

11.01 a) County of Lambton Orientation

New employees shall attend the County of Lambton paid orientation program.

EMS Department Orientation

- b) New employees shall participate in a paid departmental orientation of a minimum of four (4) hours and up to sixteen (16) hours for a new paramedic which includes but is not limited to:
 - i) Introduction to County Operations Policy and Procedure Manual
 - ii) Expectations of the employee;
 - iii) List of stations, their addresses, phone numbers and security codes;
 - iv) Tour of each station, highlighting common call locations.

- v) Resources available to assist the employee including, but not exclusive to, the letter of introduction from SEIU, a copy of the Collective Agreement with attention brought to Article 4.04.
 - vi) Newly hired employees will be scheduled for two (2) 8 hour shifts riding as third person. One of these shifts will be scheduled at Station 1 and one will be scheduled at a rural station. It is understood that the crew assigned to orient the new employee will assist the new employee to complete a list of objectives provided by the employer which is reviewed from time to time at Labour Management.
 - vii) Is in possession of a valid County of Lambton email address.
 - viii) Is in possession of a valid I-Medic Electronic ACR log in and password.
- b) An employee will be considered on probation until after he/she has completed six (6) months of work as a full-time employee or 1092 hours as a part-time employee within eighteen (18) calendar months. Upon the completion of such probationary period, the employee's name will be placed on the seniority list with seniority dating from the date he/she was last hired by the Employer. The Employer agrees to provide copies of job description to all employees (Union), if available.
- 11.02 In the case of promotion, employees shall be selected on the basis of their ability and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work.
- 11.03 Applicants must express interest for such vacancy via the applicant tracking software.
- 11.04 (a) A copy of the official seniority list will be **provided to all employees electronically**, showing the bargaining unit member's name and the seniority date and will be brought up to-date in March and September of each year according to the records of the Employer. Employees will have the opportunity to contest the list providing proof of same within thirty (30) days after the list is posted. After such posting, the seniority lists shall be final except as to any employee who disputes under the grievance procedure, the accuracy of his/her seniority date within thirty (30) days after the list is posted. The Employer agrees to supply the **SEIU representative and** the Union Chair with copies of the seniority list giving the list of names, addresses and classifications of the employees.

Seniority shall be based on all paid hours and approved leaves (including pregnancy and parental leave) but shall exclude premium, overtime payment.

- (b) For information purposes only, the Employer will make available at the close of each pay period the unofficial part-time seniority list.

11.05 An employee shall lose all service and seniority and shall be deemed to have terminated if he/she:

- a) resigns;
- b) is retired;
- c) is discharged and not reinstated through the grievance and arbitration procedure;
- d) has been laid off for the lesser of his/her length of seniority or twenty-four (24) calendar months;
- e) is absent due to disability or illness or injury for a period of twenty-four (24) months or a period equivalent to the employee's length of seniority at the time the disability or illness or injury commenced, whichever is the lesser;
- f) is absent from scheduled work for a period of three or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer, and failure to notify was not due to circumstances within the employees control;
- g) fails to return to work upon the expiration of a leave of absence, for reasons within the employees control, or utilizes a leave of absence, for a purpose other than that for which it was granted unless excused by the Employer in writing;
- h) fails upon being notified of a recall to signify his/her intention to return within five (5) calendar days after he/she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fifteen (15) calendar days after he/she has received the notice of recall or such further period of times as may be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify.
- i) Part-time employees who are not available to work as required by the County for six (6) consecutive months shall have their employment terminated save and except where the employee is on a leave of absence approved by the County.
- j) When an employee leaves the employ of the County, for whatever reason, the employee shall return badges, keys, pagers and any other County property.

This Article to be interpreted in a manner consistent with the provisions of the *Human Rights Code*.

- 11.06 A part-time employee who transfers to full-time or vice-versa as the result of a job posting application will be credited for seniority purposes, the number of hours paid as a part-time employee on the basis of 2184 hours equals one year, twelve (12) hours equals one workday.
- 11.07 A part-time employee who transfers to full-time in the same classification as the result of a job posting application and who has not completed his/her probationary period will be given credit for all hours already spent on probation to a maximum total of 1092 hours.
- 11.08 Transfer of Service Credits - A full-time employee who transfers to part-time and who continues to work in any classification shall be given credit for service accumulated as full-time for the purpose of progression on the wage scale (provided that as a part-time employee, the employee is entitled to progress along the wage scale) according to the formula:

2184 hours worked = one year of service.

A full-time employee who transfers to part-time shall be given credit for service accumulated as full-time for the purpose of progression on the vacation pay scale (provided that as a part-time employee, the employee is entitled to progress along the vacation pay scale) according to the formula established for progression on the vacation pay scale.

A full-time employee who transfers to part-time to work in another classification will be placed on the wage grid in accordance with the provisions of the Agreement dealing with transfer and promotion.

The Employer will share with the Union the calculation utilized in determining seniority when employees move from Full-time to Part-time and Part-time to Full-time.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01 For the purpose of layoffs and recall to employment, seniority shall be defined as continuous service with the Employer since the date of last hire by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond forty-five (45) calendar days (except pregnancy/parental, **WSIB and LTD** leave) and period or periods of layoff.
- 12.02 In the event of lay off the following procedure will apply:
- a) The classification within which the layoff is to occur will be identified.

- b) All probationary and temporary employees employed as identified above, employed within that classification will be laid off first.
- c) Employees identified in (a) above will be laid off in inverse order of seniority; these employees will have the right to displace the least senior person in the bargaining unit for which they hold the current qualifications.
- d) A full-time employee laid off pursuant to the procedure set out above shall have the option to either accept the lay off or displace the least senior full-time employee working the equivalent or lesser hours within any classification provided:
 - i) such classification has a lower or identical rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position and requires no further training other than orientation; and,
 - ii) has less seniority than the laid off employee.
- e) If the laid off full-time employee is unable to displace a full-time employee pursuant to the procedure set out above, the full-time employee shall have the option to either take the lay off or to displace the least senior part-time employee provided:
 - i) such classification has a lower or identical rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position and, requires no further training other than orientation; and
 - ii) has less seniority than the laid off employee.

The full-time employee will be transferred to part-time status while displacing a part-time employee.
- f) A full-time employee displaced through the above procedure shall themselves be able to utilize this procedure.
- g) A part-time employee who has been laid off in accordance with the above, shall have the option to either accept the lay off or to displace the least senior part-time employee in any Department provided:
 - i) such classification within the Department has a lower or identical rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position and requires no further training other than orientation; and,
 - ii) has less seniority than the laid off employee.

A part-time employee displaced through the above procedure, shall themselves be able to utilize this procedure.

- h) 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. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- i) 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.
- j) An employee recalled to work in a different 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.
- k) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available within a ninety (90) day period.
- l) 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.
- m) 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.
- n) 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 employees.
- o) 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.
- p) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoffs.

- q) In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums up to thirty (30) calendar days from the date on which the layoff occurs. The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the Payroll Office of the Employer provided that the employee informs the Employer of his or her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

12.03 In all other cases of layoff, the Employer shall give each employee in the Bargaining Unit who has acquired seniority one (1) weeks' notice, provided, however, such notice shall not be required if the layoff occurs because of emergencies or any other condition beyond the reasonable control of the Employer.

12.04 Notice of Layoff

- a) Union - There shall be at least three (3) months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a cutback in service which affects or could affect the Bargaining Unit.
- b) Employees - In the event of a layoff of a permanent or long term nature, the Employer will provide affected employees three months' notice or pay in lieu thereof. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

12.05 Severance and Retirement Options

- a) Severance Pay - Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above, an employee with more than twelve (12) months service with the Employer who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.
- b) Retirement Allowance - Within the lesser of thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Ontario Municipal Employees Retirement System (OMERS). An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) weeks' pay for each year of service with the Employer effective December 15, 2000, to a maximum of twenty-six (26) weeks; on the basis of the employee's normal weekly earnings.

NOTE: The Employer may offer any employees a retirement option as provided above, in order to avoid potential layoffs in the Unit.

A full-time employee who has completed one year of service and:

- i) whose layoff is permanent; or
- ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article shall be entitled to severance pay equal to a minimum of two weeks' pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the *Employment Standards Act* but at the same time, shall not preclude an employee from claiming any greater entitlement which that act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

12.06 Layoffs and Recall

- a) Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the Chief Steward of the Union Committee and sent to the Union office.
- b) An employee whose status is changed from part-time to full-time or vice versa will receive a seniority position on the basis 2184 hours of part-time work equalling one (1) year of full-time seniority. Where the employee transfers from part-time to full-time employment in a different classification he/she shall be considered to be on a trial period as provided for in article 22.02.
- c) An employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. Where the employee transfers from full-time to part-time employment in a different classification he/she shall be considered to be on a trial period as provided for in Article 22.02. If, during this period, the employee finds the job unsatisfactory, or is unable to meet the requirements of the position, the employee may voluntarily return, or be returned by the Employer to his/her former full-time position without loss of seniority, subject to any changes which would have occurred had he/she not transferred to part-time.

ARTICLE 13 - NEW CLASSIFICATION

- 13.01 When a new classification or a substantial change occurs to a 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. If the local Union challenges the rate, it shall have the right to require a meeting with the Employer to endeavour 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 shall be based on the relationship established by comparison with rates for other classifications in the Bargaining Unit, having regard to the requirements of such classification, and shall be retroactive to the date the notice of the new rate was given by the Employer.

The occupational classifications and wage rates are set out in Schedule "A" which is attached hereto and forms part of this Agreement. A job classification will not be changed for the purpose of evading payments of the minimum rate herein set out. If the Employer establishes a new classification, it will be discussed with the Union in advance, at which time the Employer shall present a general outline of the duties and requirements in writing.

ARTICLE 14 – JOB SECURITY

- 14.01 Technological Change - The Employer agrees to notify the Union, in advance, so far as is practicable, of its intention to introduce any significant technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon present employees. Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest possible time in keeping with the notification to the Union as set forth above and within the requirements of the applicable law.
- 14.02 Contracting Out - The Employer will not contract out any work with the objective of affecting a layoff or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Employer's requirements for the contracting out of services.

ARTICLE 15 - JOB POSTING

15.01 Where a vacancy occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the applicant tracking software within fourteen (14) calendar days by the Employer for a period of fourteen (14) consecutive calendar days. Expressed interest for such vacancies shall be made in writing via the applicant tracking software within the fourteen (14) day period referred to herein and all positions will be filled within twenty-one (21) days of the posting. Such expressed interest shall only include name and position.

All subsequent vacancies arising out of the initial posting shall be awarded to the applicant based on Article 15. All applicants will include in their application their station preference(s) for any subsequent vacancy that may arise.

It is understood that when an employee is offered a position that they are to respond within twenty-four (24) hours from contact. Failure to respond will be considered a decline.

15.02 Employees shall be selected on the basis of their ability and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant is qualified to perform the required work. Seniority ranking shall be reflective of the pay period immediately prior to current scheduling.

15.03 All staff will be notified via email of the successful applicant's name, location and start date.

15.04 Job postings shall stipulate the qualifications for the position, hours of work, shift requirements, rate of pay, station, and department.

15.05 The Employer may temporarily fill any vacancy while observing the procedures set forth herein.

15.06 In the case of multiple temporary full-time vacancies, the part-time employee will complete their current posting and the part-time employee will return to their original status by order of reverse seniority. For example, the lowest seniority part-time employee will vacate his/her temporary full-time position and the part-time employee whose temporary full-time position ended will enter into the said vacancy.

15.07 Part-time employees will be given the opportunity to apply for temporary vacancies of greater than four (4) months but not to exceed twelve (12) months.

15.08 Lateral Transfers - Subject to approval, two full-time employees may mutually exchange their station appointments or assignments on a temporary basis. It is understood that there shall be only one exchange per employee per year, for a maximum of one year. If one of the transferring employees is off work for more than 30 days or ceases to be an employee, the transfer agreement will cease.

15.09 In regards to job postings, Primary Care Paramedic and Advanced Care Paramedic will be considered equal.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

- 16.01 The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by the Agreement.
- 16.02 The standard work week shall be forty-two (42) hours and the standard work day shall be no greater than twelve (12) hours on shift inclusive of a paid one-half ($\frac{1}{2}$) hour meal break and the said forty-two (42) hours shall be averaged over an eighty-four (84) hour, two (2) week scheduling period for all employees.
- 16.03 Authorized work performed in excess of twelve (12) hours of work per day or eighty-four (84) hours of work in the two (2) week scheduling period exclusive of standby hours shall be considered as overtime and paid for at the rate of time and one-half of the employee's straight time hourly rate of pay.
- 16.04 In lieu of overtime pay as described in Article 16.03, an employee may take equivalent time off with pay at a mutually agreeable time within the calendar year following the date the overtime was worked or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with Article 16.03.
- 16.05 Where an employee who is regularly scheduled to work an average of forty-two (42) hours per week over the scheduling period, is called into work on a scheduled day off he shall be paid at the rate of time and one-half for all such hours worked.
- 16.06 Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of change in shift at the request of an employee or exchange of shifts between employees. In the above circumstances, the employees will be paid straight time for hours worked.
- 16.07 Wherever possible, the Employer will provide consecutive days off rather than alternate or staggered days. Also, the Employer will endeavour where practicable to schedule an equal number of weekends off.
- 16.08 a) On rotation of shifts, if an employee is required to work more than one shift within a twenty-three (23) hour period, the hours worked in the second shift will be paid at time and one-half.
- b) Where an employee works two consecutive shifts, he may request that his next scheduled shift be cancelled. The granting of this request shall be subject to the operational requirements of the Employer but shall not be unreasonably withheld.
- 16.09 The Employer will use its best endeavours to maintain and achieve the following objectives in the formulation of working schedules. Such objectives shall not be

applicable, and premium pay shall not be payable, as a result of exchange of shifts or days off between employees or when accommodating a change of schedule at the request of the employee. The Employer shall provide to all employees read-only access to the scheduling program.

a) Staff will have access to their schedule, except in cases of emergencies, a minimum of twelve (12) weeks in advance.

b) For All Employees Working Rotating Shifts

i) there will be not less than forty-eight (48) hours scheduled off after the completion of a tour of two (2) or more night shifts and the commencement of a change in shift from night shifts without the consent of the employee;

ii) in respect of the employee who normally rotates, the Employer will schedule the employee to work days and evenings or days and nights where practicable;

iii) Employees will not be scheduled or allowed to work for this Employer more than seven (7) consecutive days;

iv) Night shift will be considered the first shift of the day;

v) Double time will be paid for a double shift, ie twenty-four (24) consecutive hours – twelve (12) hours straight time and twelve (12) hours double time. This overtime must be authorized by the Supervisor and is exclusive of on call hours.

c) During the period December 15 to January 15, the provisions and conditions respecting scheduling in this Agreement shall be waived in favour of the Employer. However, the Employer will use its best endeavours to adhere to the scheduling provisions during this period.

16.10 The Employer will notify the employee at least twenty-four (24) hours prior to cancellation of any shift. If such notification is not given, the Employer will pay such employee the rate of time and one half for the next shift worked. In the event of cancellation, part-time employees will be cancelled before full-time employees.

16.11 Shifts affected by Daylight Saving Time - For shifts affected by the change from daylight saving time to standard time and vice-versa, the employee shall be paid for hours: the night shift shall be paid in the Spring; twelve (12) hours and in the Fall; thirteen (13) hours.

16.12 No employee will benefit from working multiple sites in one (1) or more jobs where it results in overtime/premium pay. The employee will advise the Employer

as to their availability to work scheduled or offered shifts such that the Employer will incur no overtime or premium pay as a result of normal scheduling.

ARTICLE 17 - REST PERIODS

- 17.01 Employees who work a twelve (12) hour shift shall be entitled to a rest period of fifteen (15) consecutive minutes for each four (4) hours of work during the shift.

Employees who work a twelve (12) hour shift shall be entitled to two (2) meal periods of thirty (30) minutes each. Should a meal period be interrupted for response to emergency calls the meal period will recommence once the emergency call(s) is completed (maximum of thirty (30) minutes per meal period).

If crews exceed five (5) hours in their shift without a meal break, they must contact the Operations Supervisor to advise of the situation and have corrective action taken on their behalf.

ARTICLE 18 - PAID HOLIDAYS

- 18.01 Full-Time Employees - An employee who qualifies under this Agreement shall receive the following Paid Holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (observed on July 1st)	Boxing Day

- 18.02 Full-Time Employees - Holiday pay is defined as the amount of regular straight time, hourly pay eight and five tenths (8.5) hours exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

Effective November 29, 2021, holiday pay shall be defined as the amount of regular straight time, hourly pay twelve (12) hours exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday on Family Day and Boxing Day.

Effective April 1, 2022, holiday pay shall be defined as the amount of regular straight time, hourly pay twelve (12) hours exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday on Labour Day and Canada Day.

Effective April 1, 2023, holiday pay shall be defined as the amount of regular straight time, hourly pay twelve (12) hours exclusive of shift

premium which an employee would have received had he worked a normal shift on the holiday on Thanksgiving Day and Remembrance Day.

In order to qualify for pay on a holiday, an employee shall complete a full Scheduled shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- c) an authorized leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- d) vacation granted by the Employer
- e) the employee's regular scheduled day off.

18.03 Full-Time Employees - An employee who qualifies under Article 18.01 and is required to work on any of the above named holidays, will be:

- a) paid for all hours worked on such day at the rate of one and one-half the employee's regular straight time rate of pay in addition to his regular holiday pay; or
- b) paid at the rate of two times (2X) the employee's regular straight time rate of pay for work performed on such holiday in addition to his holiday pay if the employee is called in to work that holiday.

18.04 Full-Time Employees - An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.

18.05 Full-Time Employees - If a paid holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

18.06 Full-Time Employees - If a paid holiday falls during the employee's regular day off, another day off shall be selected by the employee and the Manager/Supervisor by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Manager/Supervisor.

18.07 Part-Time Employees

- a) If a part-time employee is required to work on any of the holidays listed in Article 18.07 (b), the employee shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate for all hours worked on such holiday.
- b) The holidays referred to in Article 18.07 (a) are as follows:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (observed on July 1 st)	Boxing Day

18.08 Full-Time and Part-Time Employees - Should the Employer be required to observe additional Paid Holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for twelve (12) Paid Holidays remains unchanged.

ARTICLE 19 - WAGES

19.01 Wages shall be paid on an hourly basis of pay. Wages shall be spelled out for all classifications by a starting rate, an intermediate rate after one (1) year and a maximum rate after two (2) years for each year of the contract and paid in accordance with Schedule "A".

The formula for wage progression shall be 1 year = 2184 hours worked.

19.02 All employees are paid on a bi-weekly basis by Automatic Bank Deposit and there should be no variation of advancing pay to employees. The Employer will provide at least 90 days' notice in advance of any changes to the pay schedule.

19.03 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" Wage Rates, of this Collective Agreement.

ARTICLE 20 - SHIFT PREMIUMS

20.01 A shift differential of eighty-five cents (85¢) per hour shall be paid to all employees where the majority of hours worked per shift are between 1830 hours and 0730 hours commencing Monday at 1830 hours until Friday 0730 hours.

20.02 A shift differential of one dollar and fifteen cents (\$1.15) per hour shall be paid to all employees for all hours worked commencing Friday 1830 hours until Monday 0730 hours where the majority of hours per shift are during this period.

ARTICLE 21 - RESPONSIBILITY ALLOWANCE

21.01 Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the Bargaining Unit for a period of one shift or more, the employee shall be paid, in addition to his regular hourly rate, a premium of ten percent (10%) of his regular hourly rate for each hour during which he is performing said assigned responsibilities.

21.02 An employee who is temporarily assigned by the Employer for one complete shift or more, to a job classification within the Bargaining Unit where the wage rate is higher than that of the job classification to which the employee is regularly assigned, shall receive the next highest wage rate above his regular wage rate in the job classification to which he is temporarily assigned for all hours worked in the higher classification.

Crews accepting students shall be given advance notice of preceptor duties.

ARTICLE 22- PROMOTIONS

22.01 When an employee has been promoted to a higher paying classification, he/she shall be paid as follows:

- a) If he is being paid at the starting rate in his former classification, he shall be paid the starting rate of the classification to which he has been promoted or transferred and receives credit for all prior service in qualifying for the rate of pay in accordance with Schedule "A".
- b) On promotion, an employee who was being paid either the intermediate rate or the maximum rate in his former classification, will be paid one step below the intermediate or maximum rate, whichever is applicable. This rate will apply for thirty worked days, after which he will be paid a rate applicable to his new classification and his length of service.

22.02 The successful candidate shall be allowed a trial period of up to thirty (30) worked days. If the employee proves unsatisfactory during that time, the employee will be returned to his/her former position and rate of pay as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. Newly hired probationary employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. In the event that a part-time employee was transferred to full-time employment as a result of this placement, such employee shall be returned to her former part-time position.

22.03 Employees of the bargaining unit who are seconded to a position outside the bargaining unit shall have their seniority rights frozen as at date of secondment. Employees in the bargaining unit seconded for a period longer than six (6) months, shall lose their rights to seniority within the bargaining unit.

ARTICLE 23 - SICK LEAVE

23.01 Intermittent Days

- a) All full-time employees will be given seven (7) intermittent days on January 1st of each year which shall be accumulative but will not acquire a cash value on termination. New full-time employees shall receive intermittent days as follows:

<u>Hired</u>	<u>No. of Days</u>
January or February	7
March or April	6
May or June	5
July or August	4
September or October	3
November or December	1½

- b) Intermittent Days will be used during the waiting period of the short-term disability plan. A full-time employee may use the accumulated Intermittent Days to top up their short term plan benefits to reach 100% gross earnings. The Intermittent Days will be reduced proportionally.
- c) A full-time employee may use accumulated vacation time to supplement the Weekly Indemnity Plan in the event he/she has no Intermittent Days or Banked Sick Days remaining, with the approval of the Manager/Supervisor.
- d) No intermittent or banked sick days may be used at any time to supplement the long-term disability insurance award.
- e) Sick leave credits may be used to make up the difference between Workplace Safety & Insurance Board temporary disability payments and normal pay. A full-time employee may choose to accept Workplace Safety and Insurance Board payments only and retain their sick leave credits. It is the responsibility of the employee to so notify the Operations Supervisor at the time an injury occurs and an application is made to the Workplace Safety and Insurance Board.

23.02 Short Term Disability Plan - The Employer agrees to pay one hundred percent (100%) of the billed premium for the plan, which provides seventy-five percent (75%) of weekly earnings up to a maximum benefit per week. Benefits begin the first day of injury, the first day of hospitalized illness, or the third day of non-

hospitalized illness. The benefit period will be seventeen (17) weeks from the first benefit date.

23.03 Long Term Disability Plan - The Employer will pay one hundred percent (100%) of the billed premium for eligible employees under the Long Term Disability Plan, which will apply after the seventeenth week of absence.

23.04 Employees who are unable to report for their regularly scheduled shift shall give the Employer two (2) hours' notice for the evening and night shifts and two (2) hours' notice for the day shift. In any event, an employee shall notify the Employer of inability to report for work as soon as possible.

23.05 If an employee is absent for three (3) or more consecutive working days:

- a) proof of illness shall be established in every case by a qualified Medical Practitioner unless such proof is waived by the Employer; and
- b) the employee shall report to the Employer for clearance for return to work; and
- c) the Employer shall pay the cost of any medical certificate, to a maximum of \$50.00, where the Employer has required the employee to provide the medical certificate.

23.06 Only continuous service will be considered for the purpose of determining employee eligibility or entitlement under the Short Term and Long Term Disability Plans.

23.07 A copy of all current master insurance policies respecting the benefits referred to in this article shall be provided to the Union **upon request**. If any changes to the policies occur, the updated policies will also be provided. For purposes of clarity, the Employer shall not be obligated to provide the terms of any of the financial arrangements, including, without limitation, premium costs between it and its insurer(s).

23.08 The parties acknowledge that employees shall in all cases comply with statutory requirements for medical tests and clearances. If an employee does not comply with statutory requirements, then such employee shall not work until in compliance with such statutory requirements and such period of non-work shall be without pay.

23.09 Infectious Diseases - In all cases of infectious outbreaks in the community or facilities in which the employees frequent, the Employer will notify the employees as soon as possible. In all cases where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medication shall be provided at no cost to the employees.

ARTICLE 24 – WORKPLACE SAFETY AND INSURANCE BOARD

24.01 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit he/she would receive from the Workplace Safety and Insurance Board if his/her claim was approved, or the benefit to which he/she would be entitled under the short-term sick portion of the disability income. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the employee must make a claim under the short term disability plan. If the claim is not approved, the monies paid as an advance will be deducted proportionally from the employees bi-weekly pay until the advance is repaid in full. The repayment must be completed in the calendar year the advance was paid.

ARTICLE 25 - VACATION

25.01 Full-Time Employees

All full-time employees shall receive annual paid vacations at their regular straight time rate of remuneration at the time they take their vacation based upon their length of continuous service with the Employer measured from their anniversary date.

The following schedule is based on a 26 week pay period in a year. Per pay vacation credits are calculated by dividing the yearly vacation entitlement by the number of pays in a year (26).

Employees will be allowed to accumulate 1.0 time their annual vacation entitlement into their vacation entitlement bank at any one time.

If any employee accumulates greater than 1.0 times their annual vacation entitlement into their vacation entitlement bank at any one time, the Employer and the employee may mutually agree to schedule any vacation entitlement owing.

It is understood and agreed that in Article 25, "week" means a standard work week as defined in Article 16. Accordingly, the four levels of vacation entitlement consist of the following hours of scheduled work time:

Service	Vacation Credits per Pay (in Hours)	Yearly Vacation
More than 1 year but less than 7	5.08 hrs/pay	3 weeks (132 hours)
More than 7 years but less than 12	6.47 hrs/pay	4 weeks (168 hours)
More than 12 years but less than 20	8.33 hrs/pay	5 weeks (216 ½ hours)
More than 20 years	9.70 hrs/pay	6 weeks (252 hours)

25.02 Full-Time Employees - Employees shall indicate their vacation preferences for the calendar year if any to their Supervisor by March 1st in each year. This vacation schedule shall be awarded by seniority and posted by March 31st. Any vacation request beyond these dates shall be considered on a first come first served basis subject to operational requirements and requests must be made two (2) weeks in advance of the date(s) requested.

25.04 Full-Time Employees

- a) Where an employee's scheduled vacation is interrupted by serious illness or injury, the period of such illness or injury shall be considered sick leave provided that the employee submits a satisfactory medical certificate to the Employer. The portion of an employee's vacation deemed to be sick leave will not be counted against the employee's vacation credits.
- b) Where an employee's scheduled vacation is interrupted due to a death in the employee's family, the period of such bereavement leave shall be as set out in Article 26.02 and the period of bereavement leave will not be counted against the employee's vacation credits.
- c) Any rescheduling or cancelling of vacation must be mutually agreed to between the employee and his Supervisor. Requests to reschedule vacation must be provided to the employee's Supervisor at least two (2) weeks prior to the previously arranged commencement date of vacation.

25.05 Full-Time Employees – In the event of the death of an employee, the employee's estate shall receive such vacation pay as may stand to the credit of the deceased employee.

25.06 Full-Time Employees - Employees who leave the employ of the Employer for any reason shall be paid the vacation allowance due to them at the time of their termination as provided herein.

25.07 Part-Time Employees: Vacation Pay Entitlement - All part-time employees shall be paid vacation pay, on each bi-weekly pay, based on the following formula:

- Employees with less than one (1) year of completed service shall be paid four percent (4%) of earnings.
- Employees with more than one (1) year of continuous service but less than seven (7) years of continuous service as of their anniversary date shall be paid six percent (6%) of earnings.
- Employees with more than seven (7) years of continuous service but less than twelve (12) years of continuous service as of their anniversary date shall be paid eight percent (8%) of their earnings.

- Employees with more than twelve (12) years of continuous service but less than twenty (20) years of continuous service as of their anniversary date shall be paid ten per cent (10%) of their earnings.
- Employees with more than twenty (20) years of continuous service as of their anniversary date shall be paid twelve per cent (12%) of their earnings.

ARTICLE 26 - LEAVES OF ABSENCE

26.01 Personal Leave - The Employer may grant a personal leave of absence without pay at the Employer's discretion provided the employee can be spared having due regard for the proper operation of the workplace. Such leave shall not be unreasonably withheld. Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least two (2) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application shall clearly state the reason for the personal leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid personal leave of absence up to a maximum of ninety (90) calendar days.

26.02 Bereavement Leave

- a) In the case of death in the "immediate family" covered by this Agreement, an employee upon notification to the Employer (which shall be made to the employee's supervisor as promptly as possible) will be granted bereavement leave as follows:
 - i) up to five (5) consecutive scheduled working days, on the death of a spouse or a child, without loss of regular pay for hours scheduled within seven (7) calendar days commencing with the day of the death.
 - ii) up to three (3) consecutive scheduled working days, on the death of members of the "immediate family", without loss of regular pay for hours scheduled within seven (7) calendar days commencing with the day of the death. It is understood that the Employer will not be required to pay bereavement leave for more than three (3) working days in the event of the death of members of the immediate family. In this instance, the term "immediate family" means father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grand-father-in-law, grandmother-in-law, grand-child, and step-parent;
 - iii) one (1) day for aunt, uncle, niece and nephew for the purpose of attending the funeral or service.

If the internment/memorial service should occur at a date later than the funeral, one (1) day shall be held in reserve for the purposes of attending the internment/memorial service.

- b) An employee will be protected against the loss of regular pay for scheduled work on the day of the funeral of the grandmother or grandfather or the daughter-in-law or son-in-law of the employee's husband or wife.
- c) An employee's parent shall be interpreted to include a person who stood in loco parentis to the employee and who reared the employee in place of his mother or father.
- d) For the purpose of bereavement leave, an employee's spouse shall be interpreted to include a current common-law spouse and current partner of the same sex.
- e) In the event of the death of an employee's mother, father, spouse or child, and it is impossible for the employee to attend the funeral, the employee shall be granted leave in accordance with Article 26.02.
- f) Where an employee does not qualify under the above noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer in its discretion may extend such leave with or without pay.

26.03 Pregnancy Leave

- a) Pregnancy Leave will be granted in accordance with the provisions of the *Employment Standards Act (Pregnancy Leave), 2001*, except where amended in this provision.
- b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service immediately preceding the estimated date of delivery.
- c) An employee who commences a leave as set out above who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of *The Employment Insurance Act, 1997*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-five percent (85%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. An employee may use the accumulated Intermittent days and vacation days to top up their benefits to reach 100% earnings. Such payments shall commence following completion of the employment insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined

by multiplying her regular hourly rate on her last day worked prior to commencement of the leave times her normal weekly hours.

- i) The employee has no vested right to this payment except during a period of unemployment specified in the Plan.
 - ii) Payments 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.
 - iii) Provisions for pregnancy benefits are contained within Section 22 of the *Employment Insurance Act*.
 - iv) Payments under the Plan are to be financed by the Employer and the Employer must keep separate accounts of such payments.
- d) The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave, together with her expected date of return. At such time, she shall also furnish the Employer with her Doctor's certificate as to pregnancy and expected date of delivery.
- e) The employee has the right to extend the pregnancy leave by applying for parental leave consecutive with the termination of the pregnancy leave.

Credit for service and seniority shall continue to accumulate during the period of leave.

The Employer will continue to pay its' share of the contributions of subsidized employee benefits, including pension, in which the employee is participating for a period of up to 17 weeks while the employee is on pregnancy leave.

- g) When persons are hired to replace employees, who are on approved pregnancy leave, the period of employment of such persons will not exceed the pregnancy leave. The release or discharge of such persons shall not be subject of a grievance or arbitration.

The clause does not preclude such employees from using the job posting provisions under the Collective Agreement and any successful applicant who has completed her probationary period will be credited with the appropriate seniority.

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

- h) The employee shall reconfirm her intention to return to work on the date originally provided to the Employer in (d) and (e) above by written notification received by the Employer at least two (2) weeks in advance thereof.

The employee shall be reinstated to her former position, if so exists, or be given a comparable position at not less than her wages when she began her leave of absence (e.g. the station is moved, the employee is transferred or been laid off).

The cumulative amount of the total SUB payment shall not increase or decrease as a result of an employee's option to extend any leave under changes to existing Employment Standards Act legislation.

26.04 Parental Leave

- a) Parental Leave will be granted in accordance with *the Employment Standards Act (Parental Leave), 2001*, except where amended in this provision.

Credit for service and seniority shall continue to accumulate during the period of leave.

However, credit for seniority shall not be suspended but shall be accumulated during such leave.

The Employer will continue to pay its' share of the contributions of subsidized employee benefits, including pension, in which the employee is participating while the employee is on parental leave.

- c) On confirmation by the Employment Insurance Commission of the appropriateness of the County's Supplemental Employment Benefit (SUB Plan), an employee on leave as set out above who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act, 1997*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-five percent (85%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. An employee may use the accumulated Intermittent days and vacation to top up their benefits to reach 100% of earnings. Such payments shall commence following completion of the Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to commencement of the leave times her normal weekly hours.
- d) When persons are hired to replace employees, who are on approved parental leave, the period of employment of such persons will not exceed the parental leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause does not preclude such employees from using the job posting provisions under the Collective Agreement and any successful applicant who has completed her probationary period will be credited with the appropriate seniority.

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

The cumulative amount of the total SUB payment shall not increase or decrease as a result of an employee's option to extend any leave under changes to existing Employment Standards Act legislation.

26.05 Jury and Witness Duty

- i) If an employee is required to serve as a juror in any court of law, or is required to attend a meeting with an investigator, Crown or 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 County of Lambton, the employee shall not lose regular pay because of such attendance. Should the above occur during non-scheduled work time, the employee shall be paid for their time spent because of such attendance or four (4) hours, whichever is greater, at their regular rate of pay, provided that the employee:
 - a) notifies the Employer immediately on an employee's notification that he will be required to attend a court or a meeting with an investigator or Crown;
 - b) presents proof of service requiring the employee's attendance;
 - c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- ii) 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 with the County of Lambton, and such attendance is required on the employee's regular scheduled day off, the Employer shall pay the employee her regular rate of pay for time spent in attendance at the court or inquest. The employee, in order to qualify for this payment, must comply with paragraphs a, b, and c of Article 26.06 (i).
- iii) An employee who is required to attend any court of law or required to attend as a witness in a court proceeding in which the Crown is a party, every attempt will be made to replace the lost time at regular rate of pay, at the request of the employees. This may also be accommodated in

different pay periods.

26.06 Union Leave of Absence

- i) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of ninety (90) calendar days, **or** more if mutually agreeable, provided such leave does not interfere with the continuance of efficient operations of the workplace. Such leave shall be subject to the following conditions:
 - a) Not more than five (5) employees of the Employer are absent on any such leave at the same time and not more than three (3) employees from the same shift.
 - b) no one such leave of absence shall extend beyond ninety (90) calendar days, unless mutually agreed otherwise.
 - c) a request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested.
 - d) such request shall state the general nature of the function to be attended.
 - e) Employees on Union leave of absence will be paid for such leave by the Employer. The Employer will then forward a statement of such wages and mandatory and discretionary benefits to the Local 1 Canada Union office for reimbursement of the stated amount. The Union shall reimburse the Employer for such wages and benefits within a reasonable period of time.
- ii) 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 no 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 from the date of appointment unless extended for a further specific period by agreement of the parties. An employee may be seconded for a period of six (6) months without pay for the purpose of Union business. Seniority and service 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.

26.07 Education Leave

- a) 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.

- b) 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.

26.08 Effect of Leave of Absence

In the event of an employee's absence without pay from the Employer exceeding forty-five (45) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Employer to pre-pay to the Employer the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage.

Notwithstanding the above, where an employee is on paid sick leave, long-term disability or receiving Workplace Safety and Insurance Board benefits or has qualified for Workplace Safety and Insurance Board and is awaiting payment, seniority for all purposes shall continue for a maximum of thirty-six (36) months.

NOTE: The Pregnancy and Parental Leave and Adoption Leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

26.09 Family Medical Leave

- a) An employee is entitled to family medical leave in accordance with the Provisions of the employment Standards Act as amended.
- b) An employee who is on such leave shall continue to accrue seniority and service. The County will continue to provide its share of the premium of The subsidized employee benefits (excluding OMERS) in which the employee is participating during the leave.
- c) The employee shall be reinstated to his/her former position unless the Position has been discontinued in which case he/she shall be given a Comparable job.

26.10 Public Office Election

- i) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow leave of absence so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
- ii) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her terms of office. All

employees must adhere to the applicable County Policy on Code of Conduct.

- iii) An employee who is on such leave shall continue to accrue seniority and service. The County will continue to provide its share of the premium of the subsidized employee benefits (excluding OMERS) in which the employee is participating during the leave.

26.11 Training

- a) Employees will be given the choice to attend training on a scheduled work day or non-scheduled work day, subject to class size/operational demands.
- b) Employees that attend training on a scheduled work day will be paid for their regularly scheduled shift of twelve (12) hours at straight time or premium rate as may be applicable in accordance with the collective agreement for attendance at a mandatory training session. However, if the mandatory training session is less than twelve (12) hours, the employee will be paid for the hours spent in training or eight (8) hours, whichever is greater, at straight time or premium rate as may be applicable in accordance with the collective agreement. For the balance of shift, employees may choose to use their choice of banked time available.
- c) Employees that attend **in-person** training on a non-scheduled work day will be paid for the time in training or eight (8) hours whichever is greater at regular rate of pay. **If the employer requires live online training to be performed virtually and that training is performed on a non-scheduled work day, subject to Article 26.11(a), the employee will be paid for the time in training or four (4) hours whichever is greater at regular rate of pay.**

ARTICLE 27 - REPORTING PAY

- 27.01 An employee that reports for work at his scheduled starting time, not having been previously notified not to report to work, shall be given at least four (4) hours of work or if no work is available, will be paid four (4) hours pay.

This obligation shall not apply where no work is available because of any condition beyond the control of the Employer. In addition, this obligation shall not apply to the Employer when such employee fails to report for work as scheduled on the shift immediately prior to the shift for which she/he claims reporting pay and has failed to notify the Employer at least twelve (12) hours before the commencement of the shift for which she/he is claiming reporting pay of her/his intent to report for work on the shift for which she/he claims reporting pay.

- 27.02 If an employee is called into work other than pursuant to Article 29.01 or Article 28.01 to replace an employee who fails to report at the commencement of his/her scheduled shift, and such employee reports within the hour of being called and works the entire shift, then such employee will be paid for the entire shift.

27.03 Employees shall not be called back for emergency overtime where there is an employee on the job who can perform the overtime work.

ARTICLE 28 - CALL BACK PAY

28.01 Call Back Pay

- a) An employee called back to work after leaving the premises who reports to work outside his or her normal scheduled hours of work, shall be paid as follows for call backs during a twelve (12) hour period. This shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.
- b) An employee who is called back shall be paid no less than the equivalent of four (4) hours pay at time and one-half (1½) his or her regular straight time hourly rate for that call and any subsequent calls which he or she may get before the end of the call back.
- c) An employee who is then called back a second time shall be paid no less than the equivalent of four (4) hours pay at time and one-half (1½) his or her regular straight time hourly rate for that call and any subsequent calls which he or she may get before the end of the second call back.
- d) An employee who was called back a second time and who is then called back a third time shall be paid no less than the equivalent of four (4) hours pay at time and one-half (1½) his or her regular straight time hourly rate for that call and any subsequent calls which he or she may get before the end of the third call back.
- e) An employee who was called back a third time and who is then called back a fourth, or any subsequent time thereafter, shall be paid the greater of:
 - i) time and one-half (1½) his or her regular straight time hourly rate for hours actually worked during the fourth and subsequent call backs; or
 - ii) one and one-half (1½) hours pay.
- f) For the purposes of the above, a call back shall begin and end with the employee's swiping in and out.
- g) An employee who covers the call back of another employee shall be paid as if the employee first called, did the call back except where the covering of such call back is required by illness, accident or other situation beyond the control of the first employee.

ARTICLE 29 - STANDBY PAY

29.01 An employee required to be on standby beyond his regular working hours shall be paid three dollars (\$3.00) per hour. When an employee is called into work, standby pay shall cease.

In order to qualify for payment, the employee must keep his/her Supervisor advised of his/her whereabouts. If the Employer is unable to contact the employee on standby, the allowance will not be paid.

ARTICLE 30 - UNIFORMS

- 30.01 a) New full-time employees receive:
- 5 approved safety feature shirts
 - 3 pairs of pants
 - 1 pair of snow pants
 - 1 sweater
 - 3 in 1 jacket
 - 1 toque
 - 3 T-Shirts
- b) New part-time employees receive:
- 2 approved safety feature shirts
 - 2 pairs of pants
 - 1 pair of snow pants
 - 1 sweater
 - 3 in 1 jacket
 - 1 toque
 - 3 T-Shirts

Replacement as required at Employer's discretion. It is understood that all uniform items remain the property of the County of Lambton, severing employees must return all items at severance of employment.

- i) The employer and union will discuss uniforms as part of the Labour management Committee. The purpose is to review and to recommend options in uniform apparel for paramedics.
- ii) An employee must maintain his/her uniform in a clean and presentable condition at all times. Claims for damaged personal property or uniforms will be considered on a case by case basis and must be submitted in writing. Misplaced, lost uniforms or personal protective equipment given to the paramedic shall be reported to the employer immediately.
- iii) It is understood that all uniform items including personal protective equipment remain the property of the County of Lambton, severing

employees must return current items at severance of employment, including helmet, gloves, equipment bag, vest and safety eyewear and any other issued equipment by the employer. Severing employees must also return their Ministry of Health and Long Term Care issued Ambulance ID Card bearing the service number 714.

ARTICLE 31 – TERMINATION OF EMPLOYMENT

- 31.01 It is mutually agreed that employees severing their employment with the Employer shall give the Employer at a minimum two (2) weeks' notice. The Employer shall also give to each employee three (3) months' notice in case of lay-off or release except if discharged for cause.
- 31.02 Should the parties fail to comply with this clause, the Union Committee shall meet with the Employer's Committee to determine what action shall be taken for the said failure to comply with the above section provided, however, that the Employer may discharge forthwith any employee for cause subject to Article 8.06 of this Agreement.
- 31.03 employees who leave the employ of the Employer for any reason shall be paid the vacation allowance due to them at the time of their termination as provided herein.

ARTICLE 32 - HEALTH AND WELFARE PROGRAM (Eligible Full-Time Employees Only)

- 32.01 The Employer will provide the Group Life Insurance Plan and will pay 100% of the billed premium for present and future employees covered by the Plan. Employees without the Group Life Insurance Plan will not be affected.
- 32.02 The Employer agrees to pay 100% of the billed premium for coverage of eligible employees for semi-private insurance for each employee eligible for coverage.
- 32.03 The Employer agrees to contribute 100% of the billed premium toward coverage for eligible employees in the employ of the Employer under the Blue Cross Extended Health Care Plan (or equivalent), providing for \$10.00 single and \$20.00 family deductible including for formulary 3 drugs (dispensing fee cap of \$10.00 and generic brand substitution).

NOTE: The Employer will contribute 100% of the premium cost for Vision Care. In addition to the standard benefits, coverage will include hearing aids to a maximum of \$400.00 every sixty (60) months, Paramedical services to a maximum of \$800.00 per year for all services, private duty nursing to a maximum of \$25,000 per year and a deluxe travel package for those employees currently on benefits.

Vision care will be covered to a maximum of \$400.00 every 24 months. The \$400.00 vision care coverage is inclusive of eye examinations. Coverage also includes same sex spouse/partner.

- 32.04 The Employer shall contribute 75% of the billed premium for coverage of eligible employees in its employ for coverage under the dental plan (Blue Cross #9 or its equivalent, current ODA fee schedule), including a nine (9) month recall for adults and six (6) month recall for children less than eighteen (18) years of age, provided the balance of the monthly payments are paid by the employees through payroll deductions.
- 32.05 It is understood that the Employer may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits conferred thereby remain the same or improve. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. A copy of all current master insurance policies respecting the benefits referred to in this article shall be provided to the Union. If any changes to the Policies occur, the updated policies will also be provided. For purposes of clarity, the Employer shall not be obligated to provide the terms of any of the financial arrangements, including, without limitation, premium costs between it and its insurer(s).
- 32.06 The Employer shall participate in the Ontario Municipal Employees Retirement System. It is a condition of employment with the Employer that each full-time employee become a member of O.M.E.R.S., contributing payment as required by the system through payroll deduction. The Employer will contribute an equal amount to the fund to aid in providing a retirement pension.
- 32.07 The Employer agrees that all benefit plans will cover dependants until age twenty-five (25) while still attending post-secondary institutions or those dependants that have a disability.
- 32.08** The Employer will provide to employees who retire before age 65 and who are eligible for OMERS pension plan benefits at the time of retirement, equivalent semi-private, extended health care and dental coverage as is provided to active employees on the same terms as active employees, to age 65, on the following basis:
- i) employees with less than 15 years of service at the time of retirement shall bear 100% of the costs of the premiums.
 - ii) employees with between 15 and 25 years of service with the Employer at the time of retirement shall bear 50% of the cost of the premiums and the Employer shall bear 50%.
 - iii) employees with 25 years of service or more at the time of retirement shall bear 25% of the cost of the premiums and the Employer shall bear 75%.
- Coverage is not available to retirees who take other employment where similar benefit coverage is available.

ARTICLE 33 – HEALTH AND WELFARE (Part-Time Employees Only)

- 33.01 The hourly wage rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all temporary and part-time employees shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + fourteen percent (14 %).

The hourly wage rates payable to a part-time employee include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included in the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may enroll in the Ontario Municipal Employees Retirement System when eligible in accordance with its terms and conditions. For part-time employees who are members of the Pension Plan, the percentage in lieu of fringe benefits is eight percent (8%).

It is understood and agreed that the hourly rate (or straight time hourly rate) in this Agreement does not include the additional eight percent (8%) and fourteen percent (14%), as applicable, which is paid in lieu of fringe benefits and accordingly the add-on payments in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

ARTICLE 34 - SUPERVISORS WORKING

- 34.01 Supervisors and persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except in the case of emergency or safety or for the purpose of instructing employees or in the cases mutually agreed upon by the parties.

ARTICLE 35 – BULLETIN BOARDS

- 35.01 The Employer shall provide a bulletin board at each site which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

ARTICLE 36 – EMPLOYMENT EXPENSE ALLOWANCE

- 36.01 The Employer shall provide \$800 per year tax free per full-time employee, no receipts required, payable in two installments on pay deposits 6 (March) and 19 (September) of \$400.00 for meals, boots, tools and all other expenses.

- 36.02 Part-time employees shall be entitled to a value of fifty percent (50%) of the employment expense allowance in accordance with Article 36.01.
- 36.03 The Employer agrees to repair personal effects damaged while on duty. The Employer reserves the right to consider each case on its own merit. Any request will not be unreasonably denied.

ARTICLE 37 - ACCIDENT PREVENTION , HEALTH AND SAFETY

- 37.01 The Employer, the Lambton Emergency Medical Services, as a matter of Health and Safety policy will endeavor to respond with a fully staffed unit as per the *Ambulance Act* except in circumstances beyond their control.
- 37.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst Bargaining Unit employees.
- 37.03 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.
- 37.04 Employees who attend meetings of the Committee at the time when they are off duty shall be paid a minimum of four (4) hours at straight time inclusive of any preparation time.
- 37.05 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function.
- 37.06 Meetings shall be held **quarterly** or more frequently at the call of the Co-Chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 37.07 Any representative appointed or selected in accordance with 37.02 hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention – Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 37.08 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 37.09 The parties acknowledge that employees shall in all cases comply with employee Health policies and in cases where the employee has not complied with Statutory requirements for medical tests and clearances then such employee shall not work until in compliance with such Statutory requirements and such period of non-work shall be without pay.

- 37.10 Harassment in the Workplace – The Union and Employer support the right of individuals to an environment free from harassment on the grounds of sex, ethnic origin colour, religion, marital or family status, age, race, ancestry, place of origin, sexual orientation, citizenship, creed, record of offences, disability, pregnancy, gender identity, gender expression or the receipt of public assistance. As such conduct that can be construed as workplace and/or sexual harassment will not be condoned and may result in disciplinary action up to and including discharge.

The Employer agrees to have policies and procedures to deal with harassment. The policies and procedures will be part of the corporate policy. Written copies shall be made available through the department manager, Human Resources, or a Union representative. New employees will be provided with a summary of the policy at orientation.

- 37.11 Violence in the Workplace – The Union and the Employer support the rights of individuals to an environment free from violence. As such, measures and procedures shall be established to reduce the likelihood of such incident in the workplace.

The Employer agrees to have policies and procedures to deal with violence. The policies and procedures will be part of the corporate policy. Written copies shall be made available through the Department Manager, Human Resources or a Union representative.

ARTICLE 38 – PREMIUM PAYMENTS/NO PYRAMIDING

- 39.01 The premium payments under any of the terms of this Collective Agreement should not be duplicated or pyramided for the same hours worked.

ARTICLE 39 – RETROACTIVITY

Retroactivity will be paid in respect of all remuneration to all employees. Payment is to be made within ninety (90) days of the date of ratification/award. Retroactive pay will be paid on a separate cheque/deposit.

In the event an eligible employee shall have terminated his/her employment since the expiry date, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her. Retroactivity will be paid within two pay periods of the employee making such claim.

ARTICLE 40 - DURATION

41.01 This Agreement shall remain in effect from April 1, **2021** to March 31, **2024**, it shall be automatically renewed year-to-year thereafter unless either party notifies the other party in writing of its desire to amend or terminate the agreement.

ARTICLE 41 – GENERAL

42.01 A draft of the negotiated agreement will be made available by the Union affected for the Employer within thirty (30) days of ratification of the agreement reached.

42.02 The Employer and the Union will share equally in any cost of printing the Collective Agreement.

Signed this 26 day of May, 2022.

FOR THE EMPLOYER

Sony Fustelo
[Signature]
[Signature]
[Signature]

LC/Is

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
Kami Chapman

SCHEDULE "A" - WAGES

Lambton Emergency Medical Services

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
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Paramedic I

April 1, 2021	\$37.53	\$39.30	\$41.28
April 1, 2022	\$38.19	\$39.99	\$42.00
April 1, 2023	\$38.86	\$40.69	\$42.74

Paramedic II

April 1, 2021	\$40.23	\$42.19	\$44.31
April 1, 2022	\$40.93	\$42.93	\$45.09
April 1, 2023	\$41.65	\$43.68	\$45.88

LETTER OF UNDERSTANDING

Between

**THE CORPORATION OF THE COUNTY OF LAMBTON
(LAMBTON EMERGENCY MEDICAL SERVICES)**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

RE: JOB SHARE AGREEMENT

In order to be a "Job Sharer," the employee must express interest in writing to the Employer.

The Manager must then post for part-time staff to share the job, which will be in accordance with Article 15 of the Collective Agreement.

The Manager will meet with the two partners to review the job sharing agreement. They must agree and sign the agreement before the job sharing proceeds on the following basis:

1. Job Sharing, for the purposes of this agreement, shall be defined as the sharing of the hours and the responsibilities of a seven (7) day work week by two (2) existing employees; one (1) full-time employee and one (1) part-time employee.
2. Once a full-time employee has indicated his/her desire to Job Share, the part-time component of that arrangement shall be determined by seniority subsequent to a posting inviting applications from all part-time employees.
3. Job Sharers shall be considered part-time employees and shall be subject to the provisions and enjoy the protection and entitlements of the appropriate Collective Agreement, unless otherwise amended by this agreement.
4. The number of Job Sharing agreements in a department is subject to the discretion of the Manager. Such agreements shall not be withheld in an unreasonable or arbitrary manner.
5. Both employees will prepare and agree upon a three (3) month (6 pay periods) schedule with an equal distribution of hours. They will submit their schedule to the Operations Supervisor for approval and posting no later than two (2) weeks prior to the commencement of the schedule.
6. Each Job Sharer shall be responsible for normal coverage of his/her partner's vacation, sick time, LOA, etc. up to full-time hours. In an event the coverage cannot be met by the partner, the coverage will be met by the part-time pool.

- DATED THIS 26 DAY OF May, 2022.

Longa Frustado
 HZ
 Jeff Bush
 Solinas

Chapman
Lauri

LETTER OF UNDERSTANDING

Between

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

(hereinafter referred to as "the Union")

- and -

THE CORPORATION OF THE COUNTY OF LAMBTON

(hereinafter referred to as "the Employer")

RE: DIFFICULT AND/OR CRITICAL CALL GUIDELINE

Following the completion of a difficult and/or critical call, a redeployment strategy for the Paramedic(s) will be **determined in consultation between the Paramedic(s) and the Operations Supervisor** when notified, based on operational requirements.

As a result of the impact of the call, they may determine based on the information provided by the Paramedics and the circumstances surrounding the call, the appropriateness for the Paramedic(s) to be replaced for the remainder of the shift without loss of regular pay.

This is a letter of understanding for a period of 6 months (following the ratification by the County of Lambton) at which time, on the mutual agreement of the parties, will be inserted into the County of Lambton's EMS Policy and Procedure Manual. This will be reviewed by the Labour Management Committee at 3 months and 6 months.

DATED THIS 26 DAY OF May, 2022.

FOR THE UNION

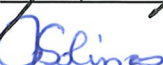




Laurie Chapman

FOR THE EMPLOYER





Laurie Chapman

LETTER OF UNDERSTANDING

Between

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

(hereinafter referred to as "the Union")

- and -

THE CORPORATION OF THE COUNTY OF LAMBTON

(hereinafter referred to as "the Employer")

RE: Schedule B Call-in Procedures

1. The parties agree to use scheduling software.
2. All part-time employees shall submit availability and will have demonstrated a willingness to have worked by indicating a desire to work in the software;
 - a) A minimum of twelve (12) shifts per quarter which includes six (6) weekend shifts as defined by Article 20.02. In the third quarter, part-time employees will have to demonstrate a willingness to have worked eight (8) shifts between July 1st and August 31st by indicating a desire to work in the software.
 - b) This requirement shall be waived in the event the employee is unavailable to work due to an approved absence . (ie: illness, injury, vacation or leave of absence).
3. Seniority ranking shall be reflective of the pay period immediately prior to current scheduling.
4. All available regular hours after the scheduling of full-time staff shall be scheduled as per the following:

Long Term or Bid Scheduling

- a) Consists of open shifts awarded through a bid process, based on seniority and shift location preferences submitted for open shifts posted on a schedule for bidding.

- b) Bid schedules will cover a period of at least three (3) months (January to March, April to June, July to September, October to December) and will be distributed, finalized, at least three (3) weeks prior to the beginning of the first day of the new schedule.
- c) The Employer may conduct, in addition to the obligatory 4 bid periods, as many bid processes as they deem necessary. With each bid process including all open shifts (even those months away).
- d) The Employer shall provide two (2) weeks notice to staff (both full time so they may request time off, and part-time so they can submit availability) before a bid process occurs for a block of time.
- e) All shifts and locations will be placed up for bid with full disclosure of locations and times (even those beyond 3 months away).
- f) Part time employees must indicate their availability (for a minimum of 3 months) prior to bidding in the open bid process.
- g) Employees who have not submitted their availability will not be eligible to bid on shifts. Once they have submitted availability, they will be eligible for call-in shifts only.
- h) Part-time employees may submit time and location preferences to the scheduler, through an e mail , before the shift awarding process begins.
- i) Shifts will be awarded to part-time staff, in order of seniority, based on their time & location preferences and the bids they have submitted on the open shifts indicated on the bid schedule, to a maximum of 48 hours or 4-12 hour shifts per pay period. As such, the most senior part time employee will be awarded shifts up to 48 hours, for each & every pay period covered by the bid process, before moving on to scheduling the next senior part-time employee.
- j) Individual part-time employees may indicate a desire to continue the bidding process, to a maximum of eighty four (84) hours biweekly, as per their bidding selections, as part of the bidding process.
- k) If after the original round of 48 hour scheduling, there are still open shifts, then the process will continue (begin again), with those employees who indicated they want to be scheduled up to a maximum of 84 hours. The most senior employee will be awarded shifts up to 84 hours per each pay period, before moving on to schedule the next senior employee. In effect, a second round of bidding.
- l) Once a part-time employee receives notice that he has been awarded a shift via the bid process, the employee is responsible for working that shift.
- m) Employees are encouraged to submit updated availability on an ongoing basis. However, part-time employees cannot adjust their availability for a shift that has already been awarded or assigned.
- n) The bidding process is closed when all open shifts that were offered have been awarded for that bid period.
- o) A part-time employee who has been awarded a bid shift, that has been cancelled, will be offered the chance to accept open shifts as they become available to make up for the shortfall in scheduling. As such, if shifts are cancelled, the employee will be offered shifts as

they become open until they have accepted the same number of shifts as was cancelled.

- p) If none of the above steps in the bid process results in the filling of a shift listed on the bidding schedule, the employer shall have the discretion to assign any remaining shifts to part-time employees who have not yet been scheduled to a maximum of 48 hours biweekly, based on submitted availability and regardless of location preference. A part-time employee that is assigned a shift is responsible for that shift (either working it or making an approved cancellation or shift change).

Call-in Scheduling (Short Term):

Applies to shifts that were not yet open during a time period covered by a bid process.

Shifts will be offered through electronic notification process, and assigned to those who indicated a willingness to work, by seniority. Most senior person who indicated a willingness to work (answering yes) will be assigned up to 48 hours per pay period before the next senior employee is scheduled. If after there are still open shifts, then the process will continue with senior employees receiving up to 84 hours per pay period. For clarification, the most senior employee will continue to receive shifts up to 84 hours per pay period, before a less senior employee who has 48 hours per pay period.

The Employer will offer shifts as soon as practicable on the following basis:

- a) For shifts that have already started, or emergency call-in the Employer will wait 10 minutes after the call out to fill (award) the shift at its discretion.
- b) For shifts that start less than 8 hours away, the Employer will wait 15 minutes after the call out for shifts to fill the shift. It is understood that in order to accept a shift the employee must be able to arrive at the station for the start of the shift being called in for unless otherwise stated by the Supervisor.
- c) For shifts that start between 8 hours and 24 hours away, the Employer will wait 30 minutes after the call out for shifts to fill the shift.
- d) For shifts that start more than 24 hours away, the Employer will wait 3 hours to fill the shift.

- e) Any shift that is being filled that is more than 12 hours away will be filled (called out) during the hours of 08:00 and 21:00.
5. After part-time employees have accepted additional hours in accordance with the above and there still remains available hours, part-time employees will be offered additional hours (to a maximum of 84 hours) at regular time prior to full-time employees being offered overtime. Full-time employees will be offered overtime on a rotating basis.
 6. A part-time employee wishing to cancel or exchange a shift may do so by arranging a mutual shift exchange with another employee and having it approved by an Operations Supervisor.
 7. Once per pay period, a full-time Paramedic may request through a Supervisor to work one (1) unfilled vacation shift. If an employee cancels approved vacation, those shifts that have been filled through the open shift process will not be returned to the employee. The Employer will offer alternate shifts if available.

DATED THIS 26 DAY OF May, 2022.

FOR THE UNION





Lauri Chapman

FOR THE EMPLOYER

