

Collective Agreement

Between:

The Corporation of the County of Hastings
(hereinafter referred to as the “Employer”)

- and -

The Canadian Union of Public Employees, Local 1842
(hereinafter referred to as the “Union”)

Paramedic Employees

Effective: January 1, 2019

Expiry: December 31, 2020

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GENERAL PURPOSE

It is the desire of both parties to this agreement to maintain harmonious relations between the Corporation and the Union, to promote co-operation and understanding between the Corporation and its staff, to encourage efficiency in operations, to recognize the mutual value of joint discussions and negotiations in all matters mentioned in this agreement, pertaining to working conditions, hours of work, and the scale of wages, and to promote the morale, well-being and security of all employees within the bargaining unit.

NOW THEREFORE this agreement witnessed that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 - RECOGNITION

The Employer recognizes the Canadian Union of Public Employees and its Local 1842 as the exclusive bargaining agent of all employees employed as paramedics employed by the Corporation of the County of Hastings in the County of Hastings and the County of Prince Edward, save and except superintendents and persons above the rank of superintendent.

ARTICLE 2 - DEFINITIONS

- 2.01 "Employer" – The Employer is the Corporation of the County of Hastings.
- 2.02 "Employee" – This term applies to any person in the employ of the Employer who under the terms of this Agreement has completed his probationary period and has seniority.
- 2.03 "Full-time employee" in this agreement shall mean a person who is regularly employed on a full-time basis for thirty-five (35) hours per week or more and whose name appears on the full-time seniority list.
- 2.04 "Part-time employee" in this agreement shall mean a person who is regularly scheduled for not more that thirty-five (35) hours per week and whose name appears on the part-time seniority list. It is recognized that part-time employees will regularly replace full-time employees who are absent due to sickness, vacation or leaves of absence, etc. and it is therefore recognized that part-time employees will not become "full-time" employees merely by virtue of the requirement to work in excess of thirty-five hours per week.
- 2.05 "Probationary employee" – This term applies to employees during the first six (6) months following the last date of hiring.

ARTICLE 3 – RELATIONSHIP

- 3.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of the prohibited grounds in the Human Rights Code nor by reason of membership or activity in the Union.
- 3.02 Employees whose jobs are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, except for the purposes of training, experimentation, emergencies and when bargaining unit employees are not available.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union agrees that it is the exclusive function of the Employer:
1. To maintain order, discipline, and efficiency and to establish, revise from time to time and enforce rules and regulations to be observed by the employees (such rules and regulations to be posted by the Corporation with a copy to be sent to the President of the Local prior to their enforcement).
 2. To hire, discharge, direct, transfer, classify, select, promote, assign, demote, suspend or discipline its employees, and increase or decrease the working force;
 3. To generally manage the affairs of the service in all respects including the right to determine the location of operations; the direction of the working forces, the methods, processes and means of work used; work assignments; the content of jobs; the schedules of operation; and to have jurisdiction over all employees, operations, buildings, vehicles and equipment which are the property of the Corporation;
 4. To introduce new and improved facilities, equipment and methods to improve the efficiency of its operations.
 5. All matters concerning the operation of the Corporation's business not specifically dealt with herein shall be reserved to the Management and be its exclusive responsibility.
- 4.02 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement, and that a claim by the Union of discrimination or unjust discharge, suspension, or discipline may be the subject of a grievance and dealt with as hereinafter provided under this agreement.

ARTICLE 5 - COMPULSORY CHECKOFF

- 5.01 The Corporation shall, with each pay, commencing at the start of an employee's first pay period, deduct from each eligible employee an amount equivalent to the dues or assessments, (assessments to be in accordance with the Local or National Union By-Laws or Constitution) and shall remit same by the fifteenth (15th) day of the month following, to the Secretary-Treasurer of the National Union, accompanied by a list of names of the employees from whom dues have been deducted.
- 5.02 The Union shall be responsible for keeping the Corporation informed as to the name and address of the Treasurer.
- 5.03 The Union shall give the Corporation one (1) month's notice of any change in the amount of dues to be deducted.
- 5.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising from the deduction of Union dues as provided herein.
- 5.05 The Employer agrees to include on the T4 slips, issued for the taxation year, the total union dues and initiation fees deducted from each employee.
- 5.06 The Employer shall provide the Treasurer of the Union with the names, addresses and primary telephone numbers for all new members at the commencement of their employment.
- 5.07 The Employer shall provide the Recording-Secretary of the Union annually with the names, addresses and primary telephone numbers for all members on April 1st of each year.

ARTICLE 6 - GRIEVANCE PROCEDURE

For the purposes of this agreement, a grievance is defined as the difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether the matter is arbitrable.

A grievance resulting from disciplinary action or discharges may be commenced at step two of the grievance procedure.

- 6.01 **Step One:** A grievance shall be submitted within ten (10) business days after the circumstance giving rise to the grievance became known or reasonably should have been known. A Steward may present the grievance form to a Superintendent or designate who will date stamp the grievance and provide a copy to the Steward.

6.01 Continued

A meeting to discuss the matter shall be scheduled within ten (10) business days. Following the meeting the Employer shall have ten (10) business days in which to render a decision in writing. The time frames for setting a meeting and providing a written response may be extended by the mutual consent of the parties. Failing a satisfactory settlement the second step of the grievance procedure may be invoked within ten (10) business days of receiving the written response.

Step Two: A grievance shall be submitted at Step 2 within ten (10) business days following the receipt of the written response at Step 1. A Steward may present the grievance form to the Chief or a designate who will date stamp the grievance and provide a copy to the Steward. A meeting to discuss the matter shall be scheduled within ten (10) business days. Following the meeting the Employer shall have ten (10) business days in which to render a decision in writing. The time frames for setting a meeting and providing a written response may be extended by the mutual consent of the parties. Failing a satisfactory settlement the third step of the grievance procedure may be invoked within ten (10) business days of receiving the written response.

Step Three: Failing settlement, the Union's Grievance Committee may then take the matter up with the Director of Human Resources. Pre-scheduled Step 3 grievance meetings will be scheduled for March, June, September and December. Grievances to be discussed at Step 3 must be received by the Human Resources Department a minimum of seven (7) business days prior to the pre-scheduled meeting date.

The Employer shall reply in writing within ten (10) business days.

The parties may agree upon the use of an independent Grievance Mediation Officer (GMO) to assist in resolving their differences. In the event that the use of a GMO is agreed upon; the conduct of the Arbitration shall be delayed until after the GMO has conducted a meeting of the parties.

The parties will share equally the fees and expenses of the GMO.

6.02 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Chief or a designate within fifteen (15) business days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 7 – ARBITRATION

7.01 Failing settlement of a grievance under the above described grievance procedure, that grievance, including a question as to whether or not the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) calendar days after the decision at Step 3 of the grievance procedure, the grievance shall be deemed to be abandoned.

No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure.

7.02 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by mail and/or fax addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) working days thereafter, the other party shall answer by fax and/or mail indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairman.

Nothing in this Agreement shall prevent the parties to this Agreement from agreeing on a single Arbitrator to hear and decide any matter which may be referred to in arbitration. If the parties agree to the use of a single Arbitrator, then the cost of such Arbitrator shall be shared equally by the parties.

7.03 Failure to Appoint

If the recipient of the notice fails to appoint a nominee to the Arbitration Board, such appointment shall be made by the Minister of Labour for Ontario upon the request of either party. If the two nominees fail to agree upon a Chairman within ten (10) days of the appointment of the second of them, either nominee may apply to the Ministry of Labour for Ontario for a panel of names of available Arbitrators, one of whom shall be requested to act as Chairman of the Arbitration Board.

7.04 Board Procedures

The Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision within a reasonable time.

7.05 No person shall be appointed to the Arbitration Board who has been involved in an attempt to settle the grievance.

7.06 Each of the parties shall bear the expenses of its nominee and will jointly bear the expenses of the Chairperson of the Arbitration Board.

- 7.07 The written finding of the majority of the Arbitration Board as to the interpretation, application, administration, arbitrability or alleged violation of this Agreement, and where there is no majority, the decision of the Chairperson will be final and binding upon the Parties concerned.
- 7.08 The time limits fixed in both the grievance and arbitration procedure are mandatory and may only be extended by consent of both parties to this agreement. If no written answer has been given to the grievor within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration.
- 7.09 Employees whose attendance is required at an arbitration hearing shall receive permission to be absent from work. The parties agree to cooperate in minimizing the time away from work for this purpose.
- 7.10 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement nor to substitute any provision in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement.
- 7.11 Where an Arbitrator or Arbitration Board determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator or Arbitration Board may substitute such other penalty for the discharge or discipline as to the Arbitrator or Arbitration Board seems just and reasonable in all the circumstances.

ARTICLE 8 - UNION REPRESENTATION AND COMMITTEES

- 8.01 The Union agrees to inform the Employer, in writing, of the names of Stewards and of any changes therein, and the Employer will not be required to recognize such Stewards until notification from the Union has been received.
- 8.02 Union Activity on Premises and/or Access to Premises
The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on the employer's premises or on the Employer's time without prior approval of the Employer, except as specifically provided for in this Agreement.

8.03 Labour Management Committee

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

An equal number of representatives of each Party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement

Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

8.04 Bargaining Committee

The Employer agrees to recognize a negotiating committee comprised of up to three (3) employees for the purposes of negotiating a renewal agreement. Members of the negotiating committee shall suffer no loss of pay in respect of regularly scheduled working hours for time spent in direct negotiations of a renewal Collective Agreement.

The Union will advise the Employer in writing at least three (3) weeks prior to the commencement of negotiations of the identity of the employee members of the Union negotiating committee.

Nothing in this Article is intended to preclude the Union negotiating committee from having the assistance of a representative of the Canadian Union of Public employees when negotiating with the Employer.

8.05 Union Stewards

The Employer agrees to recognize a total of seven (7) (including the Chief Steward) Union Stewards to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement. There shall be one steward to represent each base.

A Chief Steward, Local Executive Board member or designate may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.

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

8.05 Continued

It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate superintendent. If, in the performance of his duties, a Union Steward is required to enter an area within the Employer's premises in which he is not normally employed, he shall notify the relevant superintendent of his intention through the duty officer system. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Steward shall again report to his immediate superintendent. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

ARTICLE 9.0 - SENIORITY

- 9.01 Subject to any other provisions of this agreement to the contrary, seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining unit wide basis in accordance with the applicable seniority lists.

The length of prior employment as a paramedic in the Province of Ontario with a Ministry of Health and Long Term Care Accredited Service shall establish the most senior employee if two or more employees have the same seniority date.

- 9.02 (a) Newly hired full time employees shall be considered on a probationary basis for a period of six (6) months from date of hiring. The probationary period may be extended by mutual consent of the parties for an additional period of up to three (3) months in duration. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except as provided otherwise.

The employment of such employees may be terminated at any time during the probationary period at the sole discretion of the Employer without recourse to the grievance procedure, unless the Union claims discrimination as defined in Article 3.01. After the completion of the probationary period, seniority shall be effective from the original date of employment.

9.02 Continued

- (b) Newly hired part-time employees shall be considered on a probationary basis for a period of one thousand and forty (1,040) hours from the date of hiring. The probationary period may be extended by mutual consent of the parties for a period of up to five hundred and twenty (520) additional hours. During this probationary period, employees shall be entitled to all rights and privileges of this agreement, except as provided otherwise.

The employment of such employees may be terminated at any time during the probationary period in the sole discretion of the Employer without recourse to the grievance procedure, unless the Union claims discrimination as defined in Article 3.01. After completion of the probationary period, seniority shall be effective from the original date of employment.

- 9.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up to date full-time seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. An up to date part-time seniority list shall be sent to the Union and posted on all bulletin boards in February and August of each year.

Any employee alleging an error on the seniority list shall be required to provide written notice of such alleged error to the Employer within twenty (20) days of the posting of the seniority list, failing which the seniority list shall be deemed to be accurate.

The part-time seniority list will indicate an employee's seniority by showing the actual hours worked in years and hours, within one (1) year equal to 2,080 hours. In no case will an employee accumulate more than 2080 hours seniority in a year.

A part-time employee who is awarded a full-time position will be credited with the seniority earned as a part-time employee. Likewise, a full-time employee who reverts to part-time status will be credited with their seniority earned as a full-time employee.

- 9.04 (a) A non-probationary employee whose status is changed from part-time to full-time shall not be required to serve another probationary period.
- (a) A probationary employee whose status is changed from part-time to full time shall receive credit for the probationary time served as a part-time employee.

9.05 A layoff is defined as a reduction in the number of bargaining unit positions. In the event of a lay-off, employees who receive notice of lay-off may exercise their seniority rights over junior employees whose jobs the senior employees are qualified and able to perform by opting to displace:

- (a) Any junior employees within the classification affected by the lay-off, or
- (b) Any junior employees in any lower paying classifications;
- (c) The Employer undertakes that no full-time PCP will lose their full-time status to accommodate the fifty percent (50%) ratio of ACP positions.

A full-time employee may bump an employee on any seniority list. A part-time employee may only bump employees on their own seniority list.

The employee's preference of work location will be considered a factor in determining the order of bumping in the above sections.

An employee who fails to exercise their bumping rights within ten (10) working days of receiving a lay off notice shall be deemed to have accepted the lay off.

An employee who bumps into a classification shall remain at the same step on the grid as they were in their former position.

Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

The Employer agrees to provide the Union and all affected employees with a minimum of sixty (60) days advance notice of any lay off. If subsequent to the giving of a notice, and before lay off takes effect, work becomes available, then the scheduled date of lay-off may be extended by written advisement for an additional period of up to sixty (60) days without need of repeating the lay off notice.

9.06 An employee shall lose seniority and employment shall be deemed terminated

- (a) Voluntary resignation;
- (b) Discharge for cause and the employee is not reinstated.
- (c) Failure to return to work after a lay off within five (5) business days after proper notification by registered mail at last address provided by the employee to the Corporation, unless the employee accepts the recall and certifies to the Emergency Medical Services Director/designate within the five (5) business days period noted above that he will be delayed in reporting for work because of a bona fide illness or injury (in which case the employee will be considered to have returned to work when he is able to do so);

- 9.06 (d) Layoff in excess of twenty-four (24) months;
- (e) Failure to return to work at the end of a leave of absence;
- (f) Absence from work without an explanation being given satisfactory to the Employer for an absence of two (2) working days or over;
- (g) Absence from work due to illness or injury for more than twenty four (24) months. This shall not be applied in contravention of the Human Rights Code.

9.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position not covered by the provisions of this Collective Agreement without his consent. If an employee is so transferred, he shall retain his seniority acquired at the date of leaving the unit for a period of six (6) months, but will not accumulate any further seniority.

The position vacated by such an employee shall be filled as per Article 10.01 on a temporary basis for the extent of leave of the leave or six (6) months whichever is lesser. If such an employee later returns to a position covered by the provisions of this Collective Agreement, it shall be the position and employment status he/she occupied at the time of the transfer.

If such an employee later returns to a position covered by the provisions of this Collective Agreement, it shall not result in the lay off or bumping of an employee holding greater seniority.

- 9.08 The Employer will endeavour to schedule part-time employees as equally as possible during each pay period based on their availability and seniority. Shifts shall be assigned taking seniority and submitted availability into account.

ARTICLE 10 - JOB POSTINGS AND PROMOTIONS

10.01 Full Time and Temporary Postings

When a regular full time vacancy is determined by the Employer to exist, or a temporary vacancy of an expected duration of six (6) months or more, or a new regular full time position is created in the bargaining unit, the Employer shall post a notice of the position on all bulletin boards, and notify all employees on lay off, maternity/parental leave or leaves of absence of three (3) months or more by mail, for a minimum of one (1) week in order that all members will know about the position and be able to make written application thereof. If known, temporary full-time job postings will include the expected duration of the vacancy.

10.01 Continued

Employees in a temporary position may not apply for another temporary position unless it is within four (4) weeks of the completion of the current temporary assignment. Such employees shall complete the posted schedule as outlined in Article 17.03 prior to starting the new temporary assignment.

If an employee elects to return to their regular position prior to the end of the temporary assignment, the employee shall not be considered for any temporary vacancies for a period of six (6) months.

Such employee shall complete the posted schedule as outlined in Article 17.03 prior to returning.

10.02 Information in Posting

Such notice shall contain the following information:

Nature of position, qualifications, shift, wage or salary rate or range

10.03 When a full-time ACP vacancy occurs as determined by the Employer, the following will be the process for awarding such vacancy:

- (a) Full-time Advanced Care Paramedic¹ on the basis of seniority
- (b) Part-time Advanced Care Paramedic on the basis of seniority.
- (c) By way of external posting.
- (d) By way of temporary full-time PCP contract of six (6) months or more.

10.04 When a full-time PCP vacancy occurs as determined by the Employer, the following will be the process for awarding such vacancy:

- (a) Full-time Primary Care Paramedic on the basis of seniority.
- (b) Part-time Primary Care Paramedic on the basis of seniority².
- (c) Part-time Advanced Care Paramedic on the basis of seniority²
- (d) By way of external ACP posting.

Notes:

¹ Current employees enrolled in a recognized Advanced Care Paramedic training program shall be considered to be an ACP upon completion of preceptorship.

² Hours shall be calculated on the closing day of the Job Posting and shall include any shift worked starting on that day.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 Personal Leave

The Corporation may grant a leave of absence for personal reasons without pay or without loss of seniority and classification to any employee. A request for personal leave of absence shall be made in writing. Each request will be considered on its merit by the Chief Administrative Officer or designate whose decision is final.

Such leave shall not be unreasonably withheld. It is understood that this process will not be required where the leave of absence is required on an emergency basis.

In the event that a personal leave of absence extends beyond thirty (30) continuous calendar days, the employee shall have his seniority date adjusted and shall pay the full cost of benefit maintenance for the period by which the leave exceeds thirty (30) continuous days.

11.02 Union Conventions

Leave of absence without pay and without loss of seniority will be granted, subject to operational requirements, upon request to the Employer, to employees who are elected or appointed to represent the Union at conventions or seminars, provided that not more than three (3) persons are on Union leave at any one time.

The Employer shall maintain the employee's pay for all scheduled hours during the leave of absence. The Union agrees to reimburse the Employer for such pay.

The Union agrees to provide at least thirty (30) days written notice to the Employer of the proposed dates of such leave, and the identity of the persons to whom the requested leave relates.

Note: The Employer hereby put the Union on strict notice to adherence to the strict provisions of this article including but not limited to timeframes.

11.03 Bereavement Leave

An employee will be allowed up to five (5) consecutive calendar days of bereavement leave at any one time when a death occurs in the employee's or the employee's spouse's immediate family; and such leave will start no later than the date of the funeral. "Immediate family" shall mean parents, siblings, spouse (including common-law spouse), fiancé, children, step-children, children-in-law, grandparents or grandchildren. An employee will be granted one (1) day for the burial of a sibling-in-law but not the sibling-in-law of the employee's spouse. The employee will be reimbursed at regular rates for any scheduled hours of work missed as a result of such bereavement.

An employee will be granted one (1) day leave with pay to act as pall bearer if requested to do so by the family of the deceased.

A full-time employee who suffers the loss of his or her current active regular full-time partner, will be granted (1) day leave with pay to attend the funeral.

11.04 Pregnancy and Parental Leave

In the case of pregnancy, parental or adoption leave for the primary care giver (who has adopted a child who is not the natural child of either adopted parent), the Employer will pay a Supplementary Unemployment Benefits commencing in the third (3rd) week of the leave. Such benefits shall be equal to the difference between the payments received from the Employment Insurance Commission and eighty percent (80%) of the employee's normal straight time pay, for a maximum of twenty (20) weeks.

11.05 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of pay or seniority to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment received for jury duty. The employee will present proof of service and the amount of pay received for jury duty.

The Employer shall grant a leave of absence without loss of pay or seniority to an employee who serves as a witness in any court or inquest provided same is work or job related. The Employer shall pay such employee the difference between the employee's normal earnings and the payment received for court witness or inquest duty. The employee will present proof of service and the amount of pay received for court witness or inquest duty.

11.05 Continued

An employee who is called to court witness or inquest duty on their regular scheduled day off shall receive pay at the rate of time and one-half their regular rate of pay for time spent for such attendance. Notwithstanding the foregoing, if an employee is scheduled to work the night shift before attendance is required in court, the employee will be scheduled off the night shift in order to attend court and shall not lose regular earnings as a result. An employee who is working consecutive night shifts and the court date falls between the night shifts, the employee shall have eight (8) hours off from the time the employee finishes at court before reporting to their night shift and shall not lose regular earnings as a result.

Interviews or meetings for work-related incidents by outside agencies will be directed to the Deputy Chief or designate. Such meetings will be arranged during the employee's regular working hours.

No payment will be issued for travel, meals and other expenses for jury, court witness or inquest duty.

11.06 Reservist Leave

Reservist Leave shall be in accordance with the *Employment Standards Act, 2000*.

11.07 Employees on a leave of absence without pay in excess of thirty (30) continuous calendar days shall receive their vacations with pay as provided in Article 14 b) (ii).

In addition, employees on leave of absence in excess of thirty (30) days will be responsible for the payment of all premium costs under Article 12.

11.08 It is agreed and understood that all leaves of absence under this Agreement including but not limited to sick leave, bereavement leave, and leaves of absence, whether paid or unpaid, constitute a greater right or benefit than the emergency leave provisions in the *Employment Standards Act, (2000)*. It is further agreed and understood that the statutory Emergency Leave days may not be pyramided on top of any leave whether paid or unpaid, under the terms of this Agreement.

11.09 All leaves of absence shall be requested in writing not less than four (4) weeks in advance of required leave.

ARTICLE 12– FRINGE BENEFITS AND PENSION

- 12.01 (a) It is expressly agreed that the Employer’s obligation under this collective agreement is limited to the payment of the premiums necessary to maintain the employee’s enrolment in the externally insured benefits set out below. Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy or policies of insurance providing such benefits. The Employer agrees to make all reasonable efforts to assist employees in securing payment of their benefits.
- (b) The Employer shall provide the Union with a full copy of the group benefits plan applicable to its members upon the coming into force of this Collective Agreement and subsequently, upon any change to the provision of the group benefits plan.

12.02 Effective June 1, 2019, the Employer agrees to pay the proportion of benefit premiums listed below in relation to the following benefits for full time employees (single or family coverage as elected by the employee, except as noted below):

- (a) Extended health care coverage including semi-private room coverage (upgraded to private coverage), 100%

Prescription drugs (Formulary 3 providing for generic substitutes unless otherwise prescribed by physician).

\$350.00 per employee every twelve (12) months for massage therapy, and \$450.00 every 12 months for chiropractic treatment.

\$450.00 per family/plan member every twelve (12) months for physiotherapy.

- (b) A life insurance policy providing benefits equal to two times an employee’s salary rounded to the next one thousand dollar, if not already a multiple thereof. 100%

Note: Full-time employees may purchase optional life insurance up to an additional \$200,000.00 of coverage, provided the requirements of the insurer are met.

- 12.02 (c) Vision Care providing coverage in the amount of \$400.00 per twenty-four (24) months. 100%

Eye glasses damaged in the performance of an employee's duties shall be replaced at the Employer's expense. Such replacement shall be to a maximum of \$400.00.

The Employer shall pay eighty-five dollars (\$85.00) towards the cost of an eye exam for each employee and their dependents every twenty-four (24) months.

- (d) Hearing Aid coverage in the amount of \$300.00 every sixty (60) months. 100%

- (e) Dental Plan Equivalent to Blue Cross No. 9 based on the current ODA Schedule and providing for a nine (9) month recall period for insureds eighteen (18) years of age and over. 100%

Increase coverage to Crowns, bridges and implants fifty percent (50%) co-payment to one thousand five hundred dollars (\$1,500.00) maximum per person annually.

Effective January 1, 2009, Orthodontic coverage to fifty percent (50%) co-payment at current ODA fee schedule. No deductible, one thousand five hundred dollars (\$1,500.00) lifetime maximum per dependant (children only).

- 12.03 Effective January 1, 2013, the employees and the employer agree to each pay 50% of the premiums related to their long term disability coverage, and the employees consent to the deduction of such premiums from their pay.

Effective January 1, 2016, the employees agree to pay each pay twenty-five (25%) of the premiums related to their long term disability coverage and the employer agrees to pay each pay seventy-five (75%) of the premiums related to their long term disability coverage, and the employees consent to the deduction of such premiums from their pay.

Effective January 1, 2017, the employees agree to pay each pay twenty (20%) of the premiums related to their long term disability coverage and the employer agrees to pay each pay eighty (80%) of the premiums related to their long term disability coverage, and the employees consent to the deduction of such premiums from their pay.

12.03 Continued

Effective January 1, 2018, the employees agree to pay each pay fifteen (15%) of the premiums related to their long term disability coverage and the employer agrees to pay each pay eighty-five (85%) of the premiums related to their long term disability coverage, and the employees consent to the deduction of such premiums from their pay.

12.04 The Employer will continue to pay its portion of all group benefit premiums not eligible for a waiver of premium during the first twenty-four (24) months of disability. After this twenty-four (24) month period, benefits not eligible for a waiver of premium will be discontinued.

12.05 As provided under Provincial and Federal legislation, employees and the Employer shall participate in the Canada Pension Plan and the Ontario Municipal Employees Retirement System.

12.06 If the employee so selects, the Employer agrees, subject to eligibility for coverage under the appropriate plan, to continue the coverage for all employee benefits except pensions for employees laid off for as long as such employees retain seniority rights or until they are otherwise employed, whichever is sooner. The employee will reimburse the County for all costs of such benefits.

12.07 Part-Time Employees' % in Lieu of Benefits

A part-time employee shall receive in lieu of all fringe benefits including holiday pay and sick leave pay (being those benefits paid to an employee in whole or in part by the Employer as part of a direct compensation or otherwise, save and except salary, vacation pay, bereavement pay, jury and witness pay) an amount equal to fourteen percent (14%). Where a part-time employee participates in OMERS the percent in lieu will be reduced to nine percent (9%).

A part-time employee who is awarded a temporary full-time position will continue to receive a percent in lieu of benefits.

ARTICLE 13 – SICK LEAVE

13.01 Sick leave means the period of time a full-time employee is permitted to be absent from work with pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

13.02 Eligibility for the entitlement to payment of benefits are subject to the terms and conditions of the policy or policies of insurance providing such benefits. The Employer agrees to make all reasonable efforts to assist employees in securing such payment of their benefits.

13.03 An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of four (4) working days or for any shift for which the employee has previously been denied time off certifying that he is unable to carry out his duties due to illness and indicating the probable duration of the illness, and where appropriate, the restrictions applicable to the employee's return to work.

13.04 The Employer shall provide a short term and long term disability plan that will provide:

(a) Short Term Disability

(i) Eight (8) days of sick leave per calendar year at one-hundred (100%) percent of normal wages. An employee's "day" for the purposes of this clause shall be that employee's usual shift (i.e., either 8, 10 or 12 hours). Unused sick time allowance as at December 31st shall be paid out at one-hundred (100%) percent of the rate in effect at that time.

(ii) A short term plan of sick leave payment commencing on the fourth day of illness and on the first day in the case of accident or hospitalization, equal to 66 2/3rd % of normal wages. An employee who is prevented from performing his regular work with the Employer and is going onto short term disability shall receive from the Employer an advance equivalent to his regular net salary without deductions for a maximum period of five (5) weeks, on his regular pay day. Immediately upon receipt of the STD benefits, the employee shall re-pay all monies previously advanced by the Employer. In the event that STD benefits are denied, the employee consents to the deduction of the monies advanced by the Employer from any monies owed to the employee.

(b) Long Term Disability

A long term disability plan commencing on the termination of the short term plan, providing sixty-six and two-thirds (66 ^{2/3}) of normal earnings payable to age sixty-five (65), with a twenty-four (24) month own occupation definition of disability, and a waiting period of seventeen (17) weeks.

13.05 Progress Report Regarding Illness

In any case of prolonged illness, the employee shall submit such periodic reports on his/her condition as the Corporation may require.

13.06 Unable to Report to Work Due to Illness

When an employee is unable to report to work because of illness, he/she shall call in at least two (2) hours prior to their shift, inform his/her superintendent that he/she will not be at work, and state the nature of the illness if potentially contagious and the probable length of absence.

ARTICLE 14 – VACATIONS

14.01 For the purpose of this Article, the vacation year shall be the calendar year commencing January 1st, and the qualifying date for vacation allowances shall be this date as set out hereafter.

New employees will be granted vacation upon their hire in accordance with 14.02 below.

The vacation entitlement of each employee shall be established on January 1st of each year. Employees shall move to their next vacation step on January 1st of the year following the year containing their anniversary date.

For the purpose of this Article, the term “gross pay” shall be interpreted to mean the total amount of monies earned by the employee including wages, salary, overtime earnings, vacation pay, paid holiday pay, and/or other amounts paid by the Employer.

14.02 Amount of Vacation Pay Entitlement (Full-Time Employees)

A full-time employee who has less than 300 hours of absence, other than for vacation, illness covered by the short-term disability plan or as required by the *Employment Standards Act, (2000)* shall receive an annual vacation at regular rates of pay in accordance with credited service as set out below:

<u>Seniority by Qualifying Date</u>	<u>Leave</u>
Less than 1 year service	One day per month (maximum 2 weeks)
1 year	3 weeks
7 years	4 weeks
15 years	5 weeks
23 years	6 weeks
30 years	7 weeks

14.02 Continued

Full-time employees who do not qualify for vacation pay as provided above because of absence shall be paid vacation pay at the rate of 4%, 6%, 8%, 10% or 12% or 14% of gross earnings during the previous vacation year, whichever is applicable, for vacations granted in accordance with accredited service as set out above.

14.03 Amount of Vacation Entitlement (Part-Time Employees)

- (a) A part-time employee shall earn vacation entitlement in accordance with Article 14.02 with years of service, seniority, being accumulated as provided in Article 9.03. Vacation time for part-time employees will generally be scheduled between those periods when the employee has indicated an availability to work (i.e. any non available day).
- (b) The vacation pay for a part-time employee shall be two (2%) percent of his gross pay during the vacation year for each week of vacation to which the employee is entitled, with a minimum of four percent (4%) of their gross yearly earnings.
- (c) Vacation pay for part-time employees will be paid with their regular bi-weekly pay deposit.

14.04 Vacation Accumulation

Employees may carry forward one (1) week only of vacation which must be utilized the vacation year following provided that the request for carry over is made to the Emergency Medical Services Director by November 15th of the current year. Such vacation accumulation will be allowed only once in any two (2) year vacation period. Vacation time that has been carried over shall be paid out at the rate at which it was accumulated.

Any unused vacation time not carried over as set out above will be calculated for pay out as at December 31st.

14.05 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year but before he has his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. In the event that the employee has taken more vacation as of his termination date than he is entitled to, the employee consents to the deduction of any monies owed to the Employer from his final pay cheque.

14.06 Vacation Schedules

Employees must signify their vacation preference(s) by submitting "Time-Off Request Forms". Forms must be received by twelve noon on November 1st and confirmation of vacation as approved by the Employer shall be posted by December 1st for the period of January 1st to April 30th. Employees must signify their vacation preference(s) by submitting "Time-Off Request Forms."

Forms must be received by twelve noon on March 1st and confirmation of vacation as approved by the Employer shall be posted by April 1st for the period of May 1st to August 31st.

Forms must be received by twelve noon on July 1st and confirmation of vacation as approved by the Employer shall be posted by August 1st for the period of September 1st to December 31st.

Vacation requests submitted after the submission dates will be approved through the scheduling process. Where two (2) or more employees request the same vacation period and where the demands of the work are such that all requests cannot be granted, then the preference of the senior employee shall prevail. Employees who indicated their preference for vacation on or before November 1st, March 1st and July 1st shall be given preference in the scheduling of vacation.

The minimum vacation allowed to be booked shall be one (1) day (8, 10 or 12 hours as applicable).

Employees who do not indicate their vacation preference by November 1st, March 1st and July 1st shall only be able to schedule vacations mutually agreeable to the employee and the employee's Superintendent, whose approval shall not be unreasonably withheld.

Note: If by November 1st, an employee has not taken or scheduled two weeks of vacation time, then first scheduled time off in the remainder of the vacation year shall be taken as vacation to meet the two week vacation minimum (*Employment Standards Act, 2000*). In accordance with the ESA, the Employer reserves the right to schedule said vacation.

- 14.07 If a bereavement occurs during the course of an employee's vacation, the employee shall be compensated under the Bereavement Leave Article (if entitled) for any regularly scheduled hours in such period, and the same number of hours shall be reinstated to the employee's vacation bank.

ARTICLE 15 – PAID HOLIDAYS

15.01 Provided that a full-time employee is at work for the full shift immediately prior to and subsequent to the holiday concerned, such employee shall receive pay at the regular number of hours at his regular rate of pay for the following holidays:

New Year's Day	Dominion Day	Thanksgiving Day
Family Day	Civic Holiday	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	Boxing Day	One (1) Float Day
Victoria Day		

In the event that the Provincial or Federal Government declares an additional holiday, such holiday will replace one of the float holidays.

15.02 When Work is Performed

Employees working on a paid holiday shall receive one and three-quarter (1 ¾) times their regular rate for all hours actually worked (midnight to midnight on the statutory /or designated holiday) in addition to their holiday pay which may be banked. Overtime hours worked on a paid holiday shall be paid at two (2) times the employee's regular rate.

15.03 Any hours banked by the employee on account of paid holidays which have not been taken at a mutually convenient time shall be paid out to the employee with the exception of Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. Pay outs shall be calculated as at December 31st for all with the exception of Thanksgiving Day, Remembrance Day, Christmas and Boxing Day, in which case such hours shall be calculated out as at March 1st of the following year in which such hours were earned. Any such pay outs shall be made at the rate in effect at the time the hours were earned.

15.04 Full-time employees absent on authorized leave of absence for periods in excess of thirty (30) calendar days and/or which commenced within five (5) working days of paid holiday shall not be eligible for paid holidays observed during the period of absence.

ARTICLE 16 – WAGE SCHEDULE AND CLASSIFICATIONS

- 16.01 The classifications and the corresponding wage rates set out in Schedule “A” attached to this Agreement are hereby established as the classifications and wage rates for the employees covered by this Agreement.

When new positions are created or current positions re-classified, the Corporation will advise the Union in advance of the nature of the position and the proposed salary rate and, if the Union is not satisfied with the wage rate, the Union shall notify the Director of Human Resources within thirty (30) days of notification of the new rates and negotiations of the rates shall commence. Failing settlement on the rates, the dispute shall be submitted to binding arbitration as provided in Article 7, Step 4, and such new or changed classification and wage rate shall become part of this Agreement.

- 16.02 In the resolution of a dispute under this Article, the Board of Arbitration shall be limited to comparison of existing rates of pay for classifications as contained in Appendix “A”.

- 16.03 The Employer shall provide credit to a newly hired employee for the purposes of placement on the wage grid only, in respect of prior service as a qualified paramedic. Any such credit will provide to the paramedic one (1) year service credit for each year worked by him or her as a qualified paramedic.

- 16.04 Payment on Promotion or Permanent Transfer

The successful candidate on promotion or permanent transfer to a classification higher than his current classification shall receive the entry rate of the classification or the next rate in the classification greater than his existing rate and shall progress to the maximum rate in the classification on completion of not less than twelve (12) months continuous service in the job.

An employee who returns to their former classification within a twelve (12) month period shall be placed on the wage grid with recognition of the current seniority level.

- 16.05 (a) Temporary Superintendent Position

When a temporary superintendent position is required, the parties agree that the Employer may at its sole discretion, appoint a member of the bargaining unit who is willing to accept the position, for a period of up to twelve (12) months. During the term of the temporary position the employee shall remain a Union member, pay union dues and accumulate seniority.

16.05 (a) Continued

A temporary superintendent appointed under this section will not be involved with selection of candidates for job postings, but may perform other superintendent type duties. In recognition of this, the temporary superintendent will be paid a premium of one dollar and fifty cents (\$1.50) per hour above their job rate.

The Employer agrees that it will at least twice a year post information about the availability of and duties of temporary superintendent positions so that full-time employees may express their interest in such appointment.

(b) Paramedic Team Lead

When a Paramedic Team Lead position is required, the parties agree that the Employer may at its sole discretion, appoint a member of the bargaining unit who is willing to accept the position for a shift. During the shift the employee shall remain a Union member, pay Union Dues and accumulate seniority.

A Paramedic Team Lead appointed under this section will not be involved with selection of candidates for job postings, but may perform other immediate operational type duties. In recognition of this, the Paramedic Team Lead will be a premium of one dollar and fifty cents (\$1.50) per hour above their job rate.

The Employer agrees that it will at least twice a year post information about the availability of and duties of the Paramedic Team Lead positions so that full-time employees may express their interest in such appointment.

ARTICLE 17- HOURS OF WORK AND OVERTIME

17.01 The provisions of this Article are intended only to define the normal hours of work and to describe when employees are entitled to overtime and shall not be construed as a guarantee of hours of work per day or per week.

17.02 It is agreed and understood, the EMS Department is a twenty-four (24) hour per day, seven day per week continuous operation and services must be maintained on a rotating basis.

17.03 The regular hours of work for full-time employees shall be eight (8), ten(10), or twelve (12) hours per day and averaging seventy (70), eighty (80) or eighty-four (84) hours bi-weekly, dependent on their shift. Schedules will be posted four (4) weeks in advance.

17.04 The Union hereby agrees on behalf of itself and each employee in the bargaining unit that such employees may agree to work up to a maximum of sixty (60) hours of work in a week if required by the Employer. This agreement is made in accordance with the relevant provisions of the Employment Standards Act, 2000. This provision shall be interpreted subject to the overtime provisions of this collective agreement.

17.05 Part-Time Paramedics Availability

- (a) A part-time employee is any employee who maintains a minimum availability of twelve (12) shifts per month within the following blocks of four (4) months (January/February/March/April; May/June/July/August; September/October/November/December). Six (6) of these shifts will be for a weekend, defined as starting on a Friday night shift and ending with the start of a Sunday night shift. This is not to be construed as a guaranteed number of shifts per month.

Part-time employees shall also be available for three (3) holiday shifts, as part of their twelve (12) shifts over the last four month block of the year (September/October/November/December). A holiday shift for the sole purpose of this article only will be defined as either December 24 night or December 25 day or night or December 26 day or night and December 31 night. Part-time employees will not be permitted to change their zone preference during this block for the purpose of reducing their availability for holiday shifts. The employee shall submit their availability for their holiday shifts on an alternating basis so that they will not be required to work the same holidays from year to year. The employer will present a mechanism for assigning these shifts by platoon to ensure alternating assignments.

- (b) Except for leaves provided for under the terms of the Collective Agreement or under applicable legislation, a part-time paramedic will maintain their availability throughout the calendar year. A part-time paramedic who fails to be available in accordance with this provision shall be deemed to have resigned employment.
- (c) Part-time paramedics must indicate availability and non-availability on an electronic scheduling agent as follows: by November 1st for the January to April period; by March 1st for the May to August period; by July 1st for the September to December period.

The scheduling of full-time vacation will not be delayed to await the arrival of late availability submissions.

- 17.05
- (d) If availability changes subsequent to the submission of the timesheet, it is the responsibility of the part-time paramedic to notify the Employer at least forty-eight (48) hours in advance of the dates in question. The last four part-time employees showing availability for a shift will not be permitted to withdraw availability. The employer reserves the sole right to modify this requirement based on operational needs.
 - (e) Refusal is defined as a part-time paramedic turning down a shift offered in which they have indicated they are available, or a phone call was made and no response back from the part-time staff.
 - (f) A part-time paramedic shall not refuse more than ten (10) shifts for which he/she has indicated his/her availability from January 1 to December 31 with no more than two (2) in any given month and shall be deemed to have resigned employment, unless there is reason acceptable to the Employer. An employee may be required to produce a certificate from a duly qualified medical practitioner should illness be given as the reason for the refusal.
 - (g) A part-time paramedic who does not reply to a message within two (2) hours after having received notification will be deemed to have refused the shift.
 - (h) Part-time paramedics may be deployed at the sole discretion of the Employer in accordance with operational requirements and in accordance with the Collective Agreement.
 - (i) Part-time paramedics shall have the option of accepting or declining shifts once they have accumulated eighty-four (84) hours in a pay period.
 - (j) The maximum availability that can be provided within a twenty-four (24) hour period will count as two (2) shifts worth of availability only. A day shift will be defined as a shift with a scheduled start time between 0630 and 1200 hours. A night shift will be defined as a shift with a scheduled start time between 1900 and 2200 hours.
 - (k) Part-time paramedics shall be assigned shifts based on seniority and availability.

- 17.05 (l) Part-time paramedics will indicate their willingness to work partial shifts at the beginning of the block fill and this availability will be fixed throughout the four (4) month period. Part-time paramedics who have indicated that they are not available to work partial shifts will not be called for or assigned any partial shifts during the corresponding period. In the event that the Employer has exhausted the number of part-time indicating their work availability to work partial shifts; part-time employees who have indicated "not available" to work partial shifts, will be assigned or called in order of reverse seniority provided the partial shift falls within the hours that the employee has indicated their availability. Full-Time shall be entitled up to five (5) half shifts off annually per calendar year including union leaves of absences.
- 17.06 Mandatory CME and Service training shall be conducted as follows:
- (a) Employees will be normally scheduled for eight (8) hours. On occasion, the Employer reserves the right to extend the training as needed.
 - (b) Full-Time employees will be paid at straight time for their regularly scheduled daily hours (8, 10 or 12).
 - (c) Schedules will be posted in accordance with the provisions of this agreement.
 - (d) The Employer will endeavour to minimize any changes to an employees normal shift pattern.
 - (e) Training will be normally scheduled in the Belleville area.
 - (f) Part-Time employees will be paid at straight time for their actual hours attending mandatory CME and service training.
- 17.07 (a) Overtime premiums in the amount of time and one-half (1-½) an employee's regular hourly rate shall be paid for all authorized hours worked in excess of the regular work day or bi-weekly work week as set out in Article 17 above.
- (b) Employees may elect to accept overtime payment in cash or may be banked to be taken at a mutually convenient time in the year in which it was earned, subject to any such banked hours being calculated for pay out as at December 31st.
- The maximum overtime bank is one hundred twenty-six (126) hours.
- (c) At the end of a regularly assigned shift and with the prior approval of a superintendent, a crew will be booked out of service with the Central Ambulance Communications Centre (CACC).

17.08 Overtime shall be provided to full-time employees on a seniority rotational basis.

17.09 Break Period

Each paramedic is entitled to two (2) meal breaks of thirty (30) minutes each in duration of twelve hour shift.

17.10 Where a full-time employee is called back to work after having completed a regular shift, and prior to the commencement of his next shift, he shall receive a minimum of three (3) hours of work or three (3) hours of pay at the rate of time and one-half of his regular hourly earnings.

17.11 Employees who report to work in accordance with the schedule shall receive, as directed by the Employer, the following:

(a) full-time employees – three (3) hours of work or pay at overtime rates, as applicable.

(b) part-time employees – three (3) hours of work or pay, at straight time or overtime as applicable, except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined herein shall not apply whenever an employee has received more than two (2) hours prior notice not to report for work.

17.12 Employees shall be paid a shift premium of one dollar (\$1.00) per hour (effective January 1, 2004) for all hours worked on the night shift.

17.13 Employees who work a shift, during which the time changes to or from Daylight Savings Time, will be paid as though they worked a regular twelve (12) hour shift.

17.14 Hours Free From Work

Employees shall have a period of at least nine (9) consecutive hours free from performing work in each day.

Note: The above is in accordance with Ontario Regulation 491/06, made under the *Employment Standards Act, 2000*.

17.15 Alterations to Posted Schedules-Shift Exchange

An employee may be permitted to exchange his or her scheduled hours with any other employee within limitations of the self-scheduling software. The employee shall find his or her own replacement and the request is submitted in writing to his or her superintendent at least forty-eight (48) hours prior to the shift in question.

- 17.15 If approved, such arrangements will not result in requirements of any premium payment by the Employer. In special circumstances, the Employer agrees to consider requests for additional exchange days.

If one of the parties in a shift exchange does not report for his or her shift without an explanation satisfactory to the Employer, that person will have his or her shift exchange privileges revoked for a period of twelve (12) months.

ARTICLE 18 – TRAVEL AND MEAL ALLOWANCE

- 18.01 Each employee who is required to operate their automobile in the course of their employment shall be entitled to reimbursement at the rate in accordance with Hastings County policy.
- 18.02 (a) For mileage purposes, a full-time employee who is assigned or accepts a shift in a zone other than their regularly assigned area (i.e. north or south zone) will be paid mileage in accordance with County mileage policy (no payment for travel time will be made).
- (b) For mileage purposes for part-time employees, the employer will assign part-time employees to either the north zone or to the south zone closest to their primary residence. A primary residence shall be defined as per the employee address on his or her driver's license. It is agreed and understood that any mileage claimed shall be limited to the distance between the Madoc base and Bancroft base locations as per the mileage rate described in the Employer's mileage policy (no payment for travel time will be made).
- (c) It is agreed and understood that mileage shall not apply to travel between bases with the same zone. Mileage claims will be submitted to the employer for approval and such claim will be paid in a reasonable timeframe.
- 18.03 (a) An employee who has not been at their scheduled base/post for a consecutive thirty (30) minutes in a three (3) hour period, commencing four (4) hours after the start of their regular shift, shall be entitled to a meal allowance of up to fifteen dollars (\$15.00) with no receipts.
- (b) If an uninterrupted thirty (30) minute meal break does not commence prior to the start of the seventh (7th) hour of the shift, the paramedics shall be designated as "Conditional availability" upon completion of the current call to ensure an uninterrupted thirty (30) minute meal break at the closest station.
- (c) An employee who has not been at any base/point for a consecutive thirty (30) minutes in a three (3) hour period, commencing eight (8) hours after the start of their regular shift shall be entitled to a meal allowance of up to fifteen (\$15.00) dollars with no receipts.

- 18.03 (d) Notwithstanding the foregoing, it is agreed and understood that the fifteen (\$15.00) dollar payment shall not apply where an employee has already received it in accordance with the above such that said payment of fifteen(\$15.00) dollars shall only be payable once per shift. Furthermore, and notwithstanding Article 17.09, the total payment, compensation or remedy, financial or otherwise, for missing one or both meal breaks shall be limited to the fifteen (\$15.00) dollars as set out herein and no grievance shall be filed seeking any further remedy.

Note: The above is in accordance with Ontario Regulation 491/06, made under the ***Employment Standards Act, 2000.***

ARTICLE 19 - PAY DAY

- 19.01 Employees shall be paid every other week by direct deposit. Employees' pay shall be available no later than Thursday of the week in which their pay is due.

ARTICLE 20 – SEVERANCE

- 20.01 The Employer agrees to provide severance in accordance with the **Employment Standards Act, 2000.**

ARTICLE 21 - NO STRIKES OR LOCKOUTS

- 21.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts. The terms "strike" and "lockout" will have the meaning given to them under the Ontario Labour Relations Act.

ARTICLE 22 – DISCIPLINE AND DISCHARGE

- 22.01 In matters of discharge, an employee shall be given the reason in the presence of a Steward or Union official. Such employee in the Union shall, within seven (7) days be advised in writing of the reasons for such discharge.
- 22.02 An employee shall have a Union Steward present if the Employer intends to interview an employee for the purposes of discipline of that employee or at the time disciplinary action is taken, if the employee so desires and a Union Steward is available. Such interviews shall be conducted during the employee's normal working hours.

- 22.03 Provided there are no re-occurrences of a similar or related nature, the records of an employee shall not be used against the employee after eighteen (18) months with a clear record following a suspension or disciplinary action including letter of reprimand.

ARTICLE 23 – HEALTH AND SAFETY

- 23.01 The Employer and the Union agree to abide by the provisions of the ***Occupational Health and Safety Act*** to the extent that it applies to the Employer's operations.

ARTICLE 24 – GENERAL PROVISIONS

- 24.01 Where ever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used wherever the context so requires.

24.02 Training

No employee shall be expected to operate equipment, administer drugs or use any new technique until trained in that particular item or technique, except while undergoing training.

An employee who is on WSIB, pregnancy, parental or adoption leave shall be allowed to attend training in order to upgrade and maintain their skills and shall be permitted to bank the appropriate number of hours spent at such training as lieu time. If the above arrangements are not reasonable, the Employer shall make available the training upon the employee's return to work.

The Employer shall provide CPR training to employees during their regular hours of work.

The selection of employees for training opportunities shall be conducted in a transparent, fair and equitable manner. If the number of qualified employees exceeds the number of training opportunities, seniority shall prevail.

- 24.03 The Employer agrees to provide a spare ambulance to an employee who requires such a vehicle for his driving examination related to his drivers licence qualification, if operationally possible.

- 24.04 The Employer shall reimburse each full-time and each part-time employee who is not employed on a full-time basis at another ambulance service on January 1st of each year, the cost of the medical certificate required for the renewal of the employee's Class F drivers licence required in the performance of their duties, to a maximum of \$60.00 with receipts. Part-time employees agree to provide the employer confirmation of their full-time employment status at other ambulance service(s) for the purpose of this provision.
- 24.05 In the event an employee is "decertified", the Employer agrees to meet with the employee and the Union to discuss the situation. The Employer agrees to make reasonable efforts to assist the employee to re-certify. The Employer will continue to employ the decertified/deactivated employee to the extent permissible under the *Ambulance Act* and subject to operational requirements. In this regard, such arrangements will be reviewed at least monthly. The wage rate for the decertified/deactivated employee shall be determined by the Employer following consultation with the President of the Local or his designate. The employee may draw from any credits in his banks to maintain his pay during the period of decertification.
- 24.06 A pregnant employee who is unable to perform her regular duties shall provide appropriate medical documentation confirming this fact and listing her restrictions.
- The Employer shall accommodate the employee in accordance with the Employer's Modified Work Policy and the Ontario Human Rights Code.
- 24.07 The Employer agrees to pay the premiums necessary to maintain in force a general liability insurance policy in the amount of at least \$2 million.
- 24.08 An employee who is leaving the Service for any reason is required to return his uniform to the Employer promptly. The Employer may deduct the replacement cost of the uniform if it is not returned to the Employer by the time the employee's final pay cheque is due.
- 24.09 The Employer shall provide all uniforms required to be worn on duty. The colour, type, quality and quantity of uniforms supplied will be at the discretion of the Employer.
- 24.10 The Employer shall pay a dry cleaning allowance in the amount of \$240.00 per year for full-time employees and \$120.00 per year for part-time employees who are employed as of the first day of January each year. Such allowance shall be paid no later than the end of February in each year.
- 24.11 The Employer shall reimburse each employee who requires alterations to issued duty uniform pants with receipts.

- 24.12 The Employer shall provide a bulletin board at each base 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.
- 24.13 On the prior approval of the Director of Human Resources, the Corporation agrees to reimburse up to 100% of the approved fees and textbooks when an employee attends and successfully completes night school or any special day course or seminars that are job related.
- 24.14 The employee is solely responsible for his or her proper address and telephone number being on record with the Employer at all times.
- 24.15 It is agreed that there shall be no pyramiding of premiums payable to employees under this Agreement.
- 24.16 Employees shall be entitled to examine their personnel files at the Corporation's Personnel Office. In order to do so, the employee shall request an appointment mutually convenient to the Personnel Officer and the employee concerned. The employee's personnel file shall be examined in the presence of a representative from the Personnel Office. Employees shall be entitled to copies of any document in their personnel file if they so request.
- 24.17 The Employer and the Union shall split the cost of providing sufficient copies of the Collective Agreement.
- 24.18 Part-time employees shall provide the Employer with information respecting any mandatory or voluntary training received or scheduled as a result of employment with any other ambulance service.

ARTICLE 25 – CORRESPONDENCE

- 25.01 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Director of Human Resources and the Chief of the County and the President of the Union.

ARTICLE 26 – DURATION

26.01 This agreement shall commence on January 1, 2019 and shall terminate on December 31, 2020 and shall remain in effect from year to year thereafter unless notice of intention to revise the agreement is given by either party within ninety (90) days before the expiry date. At least ten (10) days prior to the date agreed to for the first meeting for renegotiating this agreement, the parties will exchange their proposed amendments if any, so that the other party may have an opportunity to prepare all necessary information to discuss such amendments.

SIGNED AT Belleville, Ontario this 18 day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

C. M. Bradley
[Signature]

ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES AND ITS
LOCAL 1842

[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE A - WAGES

PCP	Start	1 Year	2 Year
January 1, 2018	\$36.27	\$37.42	\$38.59
January 1, 2019	\$36.89	\$38.06	\$39.24
January 1, 2020	\$37.52	\$38.70	\$39.91

ACP	Start	1 Year	2 Year
January 1, 2018	\$40.07	\$41.36	\$42.65
January 1, 2019	\$40.75	\$42.06	\$43.37
January 1, 2020	\$41.45	\$42.78	\$44.11

LETTER OF UNDERSTANDING # 1

Between

CORPORATION OF THE COUNTY OF HASTINGS

(“The Employer”)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

(“The Union”)

Notwithstanding the provisions of Article 16.04 of the collective agreement, in the event that a PCP paramedic becomes fully qualified as an ACP paramedic during the course of his employment with the County, it is agreed that upon promotion in accordance with the provisions of this collective agreement, the paramedic will move to the same point on the ACP wage grid that he occupies on the PCP wage grid, as of the time of his qualification as an ACP paramedic. For clarity, a PCP will be paid at the applicable ACP rate when they work consolidation shifts with an ACP. Upon completion of consolidation, the PCP will move to the applicable ACP rate permanently.

His service at that step of the wage grid will be unaffected for the purposes of his progression along the wage grid.

SIGNED AT Belleville, Ontario this 18 day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

Cheryl Bradley
[Signature]

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING # 2

Between

CORPORATION OF THE COUNTY OF HASTINGS

("The Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

("The Union")

The Employer and the Union hereby agree to the following concerning situations where a third party is billed for the provision of ambulance service at Special Events:

1. Full-time employees shall indicate their desire to be scheduled to work at Special Events.
2. Full-time employees will be scheduled in accordance with the provisions of Article 17.08.
3. Should additional staff be required to fill a Special Events shift, part-time employees shall be scheduled at straight time or overtime if applicable.
4. This letter of understanding shall expire at the end of the term of the current collective agreement.

SIGNED AT Belleville, Ontario this 18 day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

C. Lenzy Bradley
RL Poy

Stephen D.
Doug

Diana M. J. J.

LETTER OF UNDERSTANDING # 3

Between

CORPORATION OF THE COUNTY OF HASTINGS

(“The Employer”)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

(“The Union”)

The Employer and Union agree to the following concerning four (4) full-time float positions:

1. Float Paramedics will be defined as regular full-time employees who average up to forty-two (42) weekly hours of work over a six (6) week period, but is not permanently assigned to a station.
2. It is understood that a Float Paramedic may be assigned to any station based on operational requirements.
3. Employees assigned as Floats shall be scheduled such that there will be a minimum of eleven (11) hours off between the end of one scheduled shift and the beginning of the next scheduled shift in another zone.
4. Float Paramedics shall submit their vacation requests in accordance with Article 14.06.

Signed at Belleville, Ontario this 18 day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

Clayton Bradley
PL [Signature]

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING # 4

Between

CORPORATION OF THE COUNTY OF HASTINGS

(“The Employer”)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

(“The Union”)

Re: Occupational Health and Safety

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*.

The joint Occupational Health and Safety Committee will recommend appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Safe Work Practices
- Safe Work Conditions
- Proper hygienic practices and the use of hygiene facilities
- Personal Protective Equipment
- The control of infectious disease
- Immunization and inoculation against infectious diseases
- The use of appropriate antiseptics disinfectants and decontaminants
- The hazards of biological, chemical and physical agents present in the workplace, including the hazards of dispensing or administering such agents.
- Measures to protect workers from exposure to a biological, chemical or physical agent
- The reporting of unsafe or defective devices or equipment
- The use, wearing and care of personal protective equipment and its limitations.

Further, the recognized Joint Occupational Health & Safety Committee shall meet within 60 days of ratification to review and recommend changes where necessary to the Terms of Reference, policies, and procedures. The Union may rely upon the assistance of its National resources at any time during the process.

Signed at Belleville, Ontario this 18 day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

C. Manzombadley
[Signature]

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING # 5

Between

CORPORATION OF THE COUNTY OF HASTINGS

("The Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

("The Union")

RE: Elective 8 Hour CME REQUIREMENTS

Notwithstanding Article 17.06 Mandatory CME and Service Training, the parties hereby agree to the following concerning the process for meeting the elective Eight hour CME requirements:

1. Maintenance of the ACP Certification is the responsibility of the Employee.
2. The service will continue to schedule each ACP for at least 16 hours of Base Hospital CME per year.
3. The CME will be paper or computer based and opportunities to total eight hours credit will be afforded throughout the year.
4. The service will continue to advertise the existence of known external CME opportunities and courses. Interested ACP's may apply for wages and reimbursement by way of the existing county-governed policy and associated application forms. If approved for CME credit hours, it shall be used by the ACP towards maintenance of certification.
5. By no later than October 1st of each year, it is the responsibility of each ACP to notify the Deputy Chief, Quality and Development on the status of their elective CME.

Signed at Belleville, Ontario this 18th day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

Clazn Badley
R. P. P.

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

Steph D.
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING # 7

Between

CORPORATION OF THE COUNTY OF HASTINGS

("The Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

("The Union")

Re: STATUTORY HOLIDAY SCHEDULING

Notwithstanding Article 15 Paid Holidays, the parties hereby agree to the following concerning pre-booking statutory holidays:

1. Annual Paid Holidays shall be placed into a full-time statutory holiday bank at the beginning of each calendar year.
2. Full-Time Employees must signify their statutory time off requests by submitting a "Time Off Request Form", or by completing an electronic submission when this process become available.
3. Pre-Booked Statutory Time Off Requests must be taken on or after the actual holiday date.
4. Should the pre-booked Statutory holiday not be earned (in accordance to Articles 15.01 and 15.04) the time off will be cancelled.
5. Should a pre-booked statutory holiday not be earned and the employee still wishes to have the time off, the day could be re-classified as lieu time only.
6. This Letter of Understanding may be extended with the mutual agreement between the parties. Such agreement will be made prior to November 1st of each year.

Signed at Belleville, Ontario this 18 day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

C. Menzies Bradley
PL [Signature]

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING # 8

Between

CORPORATION OF THE COUNTY OF HASTINGS

("The Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

("The Union")

RE: Product Evaluation Committee

In accordance with the existing Terms of Reference, the Employer agrees to recognize two (2) Union Product Evaluation Committee members to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period. Members of the Product Evaluation Committee shall suffer no loss of regularly scheduled pay for time spent attending meetings of the Product Evaluation Committee.

Signed at Belleville, Ontario this 18 day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

Cheryl Bradley
De Paul

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

Steph
Daryl Paul
[Signature]
Gina Marion

LETTER OF UNDERSTANDING # 9

Between

CORPORATION OF THE COUNTY OF HASTINGS

(“The Employer”)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

(“The Union”)

RE: First Aid/CPR Instructors

The Employer and the Union hereby agree to the following concerning the delivery of First Aid and/or CPR instruction by qualified union members to the general public.

1. The Employer shall train two selected pools of Union members (full-time and part-time) to the level of First Aid and CPR Instructor. Selection will be based on seniority and previous teaching experience defined as prior First Aid/CPR instructing and/or formal teaching within the medical profession. Previous teaching experience outside those parameters will be looked at on a case by case basis. Where there are an insufficient number of members with teaching experience, seniority will be the sole determining factor.
2. Employees attending the Instructor training will be compensated at their regular rate of pay. Full-Time employees will have the option to “bank” time spent training and/or teaching.
3. Available full time members will have first option at teaching First Aid and CPR courses, prior to any part time members being offered instructing opportunities. By accepting the training, the employee agrees to be available and to teach a minimum of 4 days per year over a period of three consecutive years. Following the completion of the three year commitment, the employee may opt to remain as part of the teaching group.
4. First Aid and CPR courses will be scheduled over two (2) consecutive days at eight (8) hours per day and CPR courses over one (1), eight (8) hour day. Employees will be paid at straight time for their attendance at these events. There is no requirement for the employee to attend consecutive days.
5. An event schedule will be provided by the Employer by October of the preceding year. Event shifts will be equally distributed amongst the employees based on seniority and availability. Unscheduled events that occur throughout the year will also be offered and distributed based on the above noted criteria.

6. It is understood that these events are taught on a cost recovery basis. Events falling outside those parameters will result in employee remuneration at overtime rates.
7. It is recognized, that from time to time, employees requiring an extended period of accommodated work may be selected for this training without meeting all the program requirements. Consideration will be part of the normal accommodated work process and must be agreed upon by the Union, Employer and Employee. Any employee completing the training shall be recognized as part of the instructing group upon returning to full duties.

Signed at Belleville, Ontario this 18th day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

Clayton Bradley
Dee King

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

Steph D.
Doug D.
[Signature]
Dora Marion

LETTER OF UNDERSTANDING # 11

Between

CORPORATION OF THE COUNTY OF HASTINGS

(“The Employer”)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

(“The Union”)

RE: Community Paramedicine Program

WHEREAS For the purpose of LHIN funded community paramedic project: Paramedics with Advanced Care qualifications are preferred dependant upon the discretion of the Medical Director for the program.

AND WHEREAS Applicants must have a minimum of 5 years’ experience as a paramedic.

AND WHEREAS Selection for training opportunities will take place in accordance with section 24.02 of the Collective Agreement.

THEREFORE the parties agree as follows:

Selection:

1. A record of discipline that has not been expunged from an applicant’s record prior to the commencement of training will be taken into consideration during the selection process.
2. Candidates that apply for the position of community paramedicine will be selected by seniority for the intake of the didactic phase of training.
3. The number of candidates selected for the didactic phase of training will be determined by program needs.
4. Successful applicants will be enrolled in a training program consisting of didactic, clinical and preceptorship components. The training may comprise of web-based modules, in class, or training specific to the patients needs, which are expected to be completed during normal working hours. Candidates who are having difficulties completing the modules due to operational demands should contact the Deputy Chief, Quality and Development.

If it is deemed that the ability to complete the module was beyond the employee’s control, arrangements will be made to ensure that the module can be completed during regularly scheduled hours.

5. Candidates must pass a final exam with a minimum 80% score at the end of the didactic portion of training. The exam will be proctored at 111 Millennium Parkway. Candidates that do not meet the minimum requirements will not be eligible to continue.
6. The vacancy shall be awarded to the senior applicant who scores at least eighty percent (80%) on the test administered during the selection process. In the event of a tie score, seniority will prevail.
7. The Employer will determine further clinical and preceptor needs based of program requirements: Training will be scheduled as follows: Employees will be scheduled off their shift for the purposes of training. Employees who are not scheduled to work will be offered time off which is mutually agreeable within a 4 week period of the training or the opportunity to bank the time at straight time.
8. For training outside of the County of Hastings, hotel and meals will be provided as required. Wherever possible, the Employer will provide transportation (ERV) to training outside Hastings and/or Prince Edward County. Transportation to events outside the County will be provided from Millennium Base. Employees may request to utilize their personal vehicles to attend training if deemed appropriate. Mileage will be paid in accordance with current County rates and distance calculated from their regularly assigned base.

Job Description:

9. The role of the Community Paramedic (CP) is expected to continually evolve and additional training and skill development should be anticipated. The program will be reviewed regularly to meet changing needs, any expansion will be contingent on approved funding.
10. The primary role of the Community Paramedic is to manage a pre-selected group of clients through a series of home visits. CP's will educate clients on how to better manage their overall health and pre-existing medical conditions. CP's will utilize a variety of skills to assess the ongoing health of their clients and provide progress reports back to the service, their partners and the family health teams (where applicable). As required, minor treatment options may be required, as defined within their scope of practice. Other duties may be assigned as the program evolves.
11. Community Paramedics may also be required to conduct "Wellness Clinics" at pre-selected locations (i.e. retirement homes), develop presentations and speak at community paramedicine forums, respond to immediate requests from the Family Health Team and/or Hospital partner and provide First Response while working in an Emergency Response vehicle.

Staffing:

- 12. When performing the function of community paramedicine the paramedic shall be paid at their current regular hourly rate.
- 13. Shifts will be given out by equal distribution on a rotating seniority list. If a community paramedic is requested to work on his/her day off, they will be offered time off which is mutually agreeable within a four (4) week period of the day worked.
- 14. Requests for vacation will be filled in accordance with the Collective Agreement. However, it is expected that Community Paramedics (alternates and FT) will work together to ensure that community paramedic service is not interrupted.
- 15. In the event that a FT community paramedic is absent due to illness or otherwise, an alternate will be contacted. Preference will be given to the alternate who is scheduled to work on the same day. Should 2 or more alternates exist on the same shift; shifts will be distributed as equally as possible amongst the group starting with the most senior. Regular operations will not be compromised to staff a community paramedic position. If a community paramedic is only available on an opposite shift, they will be given the option of accepting the shift in exchange for time off. If the community paramedic chooses not to exercise this option, the employer will not staff the shift. The Employer will not incur OT as a result of regularly staffed shifts.
- 16. In the event of a long-term absence of a community paramedic due to illness, injury or otherwise; the Employer will select the most senior "alternate" community paramedic
- 17. When a member is unable to perform the regular duties of working on an ambulance the employer will assess the ability to provide accommodated work in the role of community paramedicine without prejudice of classification.

Signed at Belleville, Ontario this 18th day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

Marvin Bradley
RK Phas

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

Steph D
[Signature]

[Signature]

LETTER OF UNDERSTANDING # 13

Between

CORPORATION OF THE COUNTY OF HASTINGS

("The Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

("The Union")

Given the American Hockey League (AHL) requirements for Advanced Care Paramedic coverage at their events, the Employer and the Union hereby agree to the following process for filling Special Event shifts exclusive to the Belleville Senators Hockey Club:

1. Full-time employees shall indicate their desire to be scheduled to work Belleville Senators hockey games.
2. One Full-Time, Advanced Care Paramedic (ACP) shall be scheduled per event in accordance with the provisions of Article 17.08.
3. One Full-Time, Primary Care Paramedic (PCP) shall be scheduled per event in accordance with the provisions of Article 17.08.
4. Should there be no available full time employees from the above mentioned list, part-time employees shall be schedule at straight time or overtime if applicable while respecting the need to provide at least one ACP.
5. The letter of understanding shall expire at the end of the term of the current collective agreement.

SIGNED AT Belleville, Ontario this 18th day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

C Menzies Bradley
PL

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

Steph D
J

Gina Mariani

LETTER OF UNDERSTANDING # 14

Between

CORPORATION OF THE COUNTY OF HASTINGS

("The Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

("The Union")

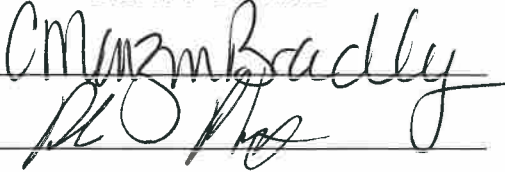
Part-Time Paramedic Availability- Definition of Day or Night Shift Scheduling

Notwithstanding article 17.05 (J) of the collective agreement the parties agree to following with respect to the definition of a day or night shift:


1. Shifts with a scheduled start time between 1201 hours and 1859 hours will be offered/assigned to employees based on their availability. The provisions within article 17.05 (e) will be maintained.
2. Shifts with a scheduled start time between 2201 hours and 0629 hours will be offered/assigned to employees based on their availability. The provisions within article 17.05 (e) will be maintained.
3. Notwithstanding the required definition of a shift, part-time staff may increase their availability beyond the parameters of a pre-defined scheduled shift end to increase their opportunities for shift assignments outside normal operations.
4. After the above mentioned list of available part-time staff has been exhausted, full-time staff will be contacted based on seniority and availability.
5. Should no full-time staff accept the shift, part-time staff showing availability upon which the majority of the shift falls will be contacted in the order of seniority. The provisions within article 17.05 (e) will not apply.
6. Should the majority of the shift fall before 0700 hours, the shift will be classified as a Night shift.
7. Should the majority of the shift fall after 0700 hours, the shift will be classified as a Day shift.
8. Should the majority of the shift fall equally on either side of 1900 hours, the shift will be defined as a Day shift. Should the majority of the shift fall equally on either side of 0700 hours, the shift will be defined as a Night shift.


SIGNED AT Belleville, Ontario this 18th day of December, 2019.


ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS



ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842







LETTER OF UNDERSTANDING # 15

Between

CORPORATION OF THE COUNTY OF HASTINGS

("The Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

("The Union")

WHEREAS the parties wish to resolve Policy Grievance **2015-05-28-02- Seniority while on Sick Leave and;**

WHEREAS part-time employees who are absent on approved medical leave or as a result of a WSIB lost time incident shall not be adversely affected, and;

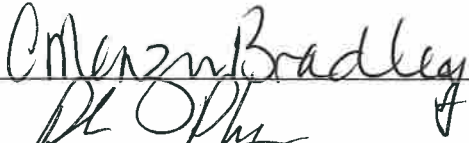
WHEREAS the parties wish to implement a process to credit seniority hours for approved absences.

THEREFORE the parties agree as follows:


1. Seniority shall not accumulate for part-time employees for incidental days of absence.
2. The obligation to credit seniority hours to a part time employee who is absent on an approved medical leave will be triggered after an absence of two contiguous weeks.
3. The absent employee must request a record of employment to be generated.
4. Seniority will be credited using a calculation to determine average weekly hours based on the past 27 pay periods form date of record of employment.
5. Seniority for part time employees absent on WSIB shall have seniority credited for any record lost time in accordance with WSIB policies.
6. In the event a WSIB claim extends beyond the current schedule, seniority hours will be credited as per the average hours calculation used by WSIB to pay for lost time. IE. the first twelve weeks based on previous four weeks, subsequent lost time on previous twelve months.


SIGNED AT Belleville, Ontario this 18th day of December, 2019.


ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS



ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842







LETTER OF UNDERSTANDING # 16

Between

CORPORATION OF THE COUNTY OF HASTINGS

("The Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1842

("The Union")

RE: Prorating Vacation and Sick Entitlements

WHEREAS The parties want to develop a consistent process for pro-rating vacation and sick leave entitlements for full time employees with less than twelve(12) complete calendar months and;

WHEREAS the process will apply to new employees being hired as permanent full time and employees who are currently working part time and being awarded a permanent full time position.

THEREFORE the parties agree as follows:

1. An employee who has been granted a permanent full time position as defined above will receive a vacation pay percentage in lieu of paid vacation in accordance with Article 14.02 from the effective date of permanent full time employment until the last day of the current month.
2. Beginning the first day of the month following the commencement of a permanent full time position the employee will receive one (1) paid vacation day per month for the remainder of the calendar year in accordance with Article 14.
3. On January 1 of the year following the award of permanent full time, Article 14 will apply in its entirety.
4. In accordance with Article 13.04 (i), an employee who has been awarded a permanent full time position will be eligible for a pro-rated number of paid sick leave hours immediately upon his/her full time effective date, based on months and part month remaining in the calendar year. The following assumption will apply: eight (8) paid sick leave days per calendar year, equivalent to 0.67 days per full month.

SIGNED AT Belleville, Ontario this 18 day of December, 2019.

ON BEHALF OF THE CORPORATION
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1842

