# **COLLECTIVE AGREEMENT**

# between

# THE COUNTY OF RENFREW PARAMEDIC SERVICE



# and

# THE CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 4698



January 1, 2024 to December 31, 2026

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# **PREAMBLE**

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

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

# **ARTICLE 1 - DEFINITIONS**

# 1.01 Employee Definitions

- a) A "full-time employee" shall be defined as an employee who works the standard number of hours of work as specified by Article 14.01 and has been the successful applicant to an internal or external job posting to a full-time permanent position as provided for in the Departmental staff complement.
- b) A "casual employee" defined as, and applies to, any employee who is employed on a relief or replacement basis who may be called as required by the Employer.
- c) A "temporary employee" is an employee who may be hired for a specified term to replace an employee on leave or to perform a special non-recurring task subject to the terms and conditions of Article 14.07, herein provided.
- d) A "probationary employee" is a new employee, who shall be on probation and shall have no seniority standing until they have completed five hundred and forty (540) hours of straight time, in accordance with the provisions of Article 12, herein provided.
- e) An "Acting Commander" shall be defined as an employee reassigned outside of the bargaining unit in the absence of a Commander or other supervisor, or as re-assigned based on service needs. An Acting Commander will be temporarily transferred outside of the bargaining unit, for the period defined by Article 12 and called to perform the responsibilities detailed in the Commander job description, save and except for matters relating to discipline, negotiations, and performance appraisals.

#### 1.02 General Definitions

- a) Where used in this Agreement, the term "working days" shall mean Monday to Friday inclusive of paid holidays as herein provided. Otherwise, the terms "days", "weeks", "months", and "years", shall be in accordance with the calendar designation.
- b) "Base" means a physical foundation intended or designed to house Paramedic Service vehicles, equipment and crew.

# **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes and acknowledges that the management of the Employer's business and direction of the workforce are fixed exclusively with the Employer, and without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:
  - a) Maintain order, discipline and efficiency, and to establish, enforce and alter from timeto-time rules and regulations governing the conduct of the employees;
  - b) Discharge, suspend or otherwise discipline employees, provided that employees who have completed their probationary period shall only be disciplined for just cause;
  - c) Hire, assign, promote, demote, classify, transfer, layoff and recall employees;
  - d) Determine the nature and kinds of business to be conducted by the Employer, and in the interest of efficient operation and highest standard of service, determine job rating or classification, the hours of work, work assignments, methods of doing the work, equipment to be used, the content of jobs and the standards of performance for all employees;
  - e) Extend, limit or curtail operations or any part thereof;
  - f) Determine the number of employees to be employed, the hours to be scheduled, starting and stopping time and over time required.
  - g) The employer agrees that the above-described management rights shall be exercised consistent with the terms of this collective agreement. Workplace rules and standards operating procedures shall be observed by all employees.

#### **ARTICLE 3 - RECOGNITION**

# 3.01 Bargaining Unit

- a) The Employer recognizes CUPE as the sole and exclusive bargaining agent for all paramedic employees of the County in the County of Renfrew, save and except for office and clerical staff, supervisors and persons above the rank of supervisor.
- b) Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, ACP or PCP Re: certification, research and development, in emergencies or declared emergencies, when regular employees are not readily available.

#### 3.02 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the terms of the Collective Agreement.

#### 3.03 Union Activity on Premises and/or Access to Premises

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

#### **ARTICLE 4 - NO DISCRIMINATION**

4.01 The parties agree that there shall be no discrimination or harassment within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity, gender identity, gender expression, Receipt of public assistance (in housing only), Record of offences (in employment only), Sex (including pregnancy and breastfeeding), Sexual orientation. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union, or by reason of exercising a right under the terms of the Collective Agreement.

#### **ARTICLE 5 - STRIKES & LOCKOUTS**

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

#### **ARTICLE 6 – GENERAL CONDITIONS**

#### 6.01 Use of Personal Vehicle

Where the employee is required to use their own vehicle to perform the duties of their job, they will be paid in accordance to the Mileage Rate approved by County Council as per By-law #1, as amended from time to time.

#### 6.02 **AEMCA Pending**

The AEMCA pending in the employ of the Employer shall be given the salary of a paramedic from the date of hiring as per Appendix 1 – Wage Schedule.

#### 6.03 Bulletin Boards

The Union will be allowed bulletin boards at mutually agreeable locations in the County and on any off sites for the purpose of posting notices regarding matters pertaining only to the Union. All such notices must be signed off by an authorized officer of the Union. All notices must be submitted to the Chief or their delegate for information prior to posting.

#### 6.04 Deactivation/Decertification

When an employee is either deactivated or decertified by the Regional Paramedic Program of Eastern Ontario (RPPEO) that employee will be put on an approved-leave of absence for a period of up to three (3) calendar months:

- a) This time period may be extended if mutually agreed to.
- b) Benefit continuation will be permitted from three (3) months up to six (6) months.

#### 6.05 Preceptorship

- a) Employees who meet the requirements to preceptor shall be utilized for ACP students, PCP students and Canadian Forces Medical Technicians.
- b) All employees enrolled in an approved ACP program shall be given priority placement during the preceptorship phase of their program over students outside the Bargaining Unit.
- c) All students currently in the preceptorship phase in the County will not be displaced unless they can be reasonably accommodated with another preceptor.

#### **ARTICLE 7 - JOB SECURITY**

#### 7.01 No Contracting Out

The Employer will not contract out work, which results in an employee in the bargaining unit being laid off.

# **ARTICLE 8 - UNION SECURITY**

#### 8.01 Union Membership

The Employer agrees that it is a condition of employment for all present employees to be members of the Union and for new employees to become members of the Union within thirty (30) days following their date of hire.

#### 8.02 Union Dues Deduction

The Employer will deduct an amount of money from the employee's pay in accordance with the following terms:

- a) All employees will be required as a condition of employment to allow either the deduction from their wages of membership dues that are uniformly levied upon all union members in accordance with the constitution and bylaws of the Union, or an amount equivalent thereto. However, it is agreed that where a casual employee receives no pay, no deduction will be made.
- b) The Union agrees that the Employer shall not be liable to the Union for any dues inadvertently not deducted. Notwithstanding the foregoing, where the Employer has failed to make the proper deductions, and the employee is still in the employ of the Employer, the Employer will deduct such dues from the earnings of such employee, and remit the dues so deducted to the proper authorized officer of the Union.

#### 8.03 Remittance of Dues to the Union

Union dues so deducted shall be remitted on a biweekly basis, together with a list of the names of the employees from whom deductions have been made and the amount of deductions for each of them, to the National Secretary-Treasurer of the Union at the address supplied by the Union.

Deductions for union dues made during each month shall be forwarded to the National Secretary of the Union, no later than the 20<sup>th</sup> day of the following month.

#### 8.04 Tax Documents

- a) The Employer agrees to include on the employee's income tax T-4 slips the amount of Union dues or equivalent deducted.
- b) The Employer requires employees to use their personal cellphone while carrying out the duties of their employment. Upon request, the Employer agrees to provide the employees with a signed T2200 for the Canada Revenue Agency reflecting the use of a personal cellphone for business purposes.

# 8.05 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with the Union security and deduction authorization.
- b) The Employer shall provide the Union with the names, of newly hired employees within seven (7) days of their commencement, together with their classification and whether their status is full-time, casual or temporary.
- c) Designated representative(s) of the Union executive shall be given an opportunity, during new hire orientation, to meet each new employee within regular working hours, without loss of pay, and for a maximum of sixty (60) minutes, within two (2) weeks of notification as provided in (b) above, for the purpose of acquainting the new employee with their responsibilities and obligations to the Employer and the Union.
- d) At this time the employee will be provided with a copy of the Collective Agreement. The Employer shall be informed, in writing, of the name of the designated representative(s). The introduction shall be conducted in a suitable place and at a suitable time, both to be determined by the Deputy Chief responsible for the new employee.
- e) The designated representative(s) of the Union will be provided with copies of the Collective Agreement by the Human Resources Department for distribution to new employees.
- f) When initiating "seniority", where there are new employees with the same start date, the parties agree to draw a number out of a hat for all work-ready employees to determine their starting order on the seniority list; facilitated by one (1) representative of the Employer, and one (1) representative of the Union.
- g) New employees will be scheduled as detailed in Article 14.

## 8.06 Copies of the Collective Agreement

- a) The Union and the Employer agree to make the Collective Agreement available in electronic format for employee access.
- b) The Union will be responsible for distributing copies of currently negotiated Collective Agreements to CUPE Local 4698 bargaining unit employees.

#### 8.07 Correspondence

For general correspondence between the parties related to Labour Management and Grievances, copies shall be provided to the Local President, Lead Steward and the CUPE National Representative.

For general correspondence between the parties related to Scheduling Committee and Joint Occupational Health and Safety committee, copies shall be provided to the Chair(s) of the Committee(s) and Local President.

#### 8.08 Notification of Employees on Leave

The Employer agrees to provide the Union, on a monthly basis, a list of employees on approved leave of absence, short-term disability, long-term disability, W.S.I.B. benefits, and assigned to work outside of the bargaining unit (acting commander), if anticipated to be longer than one (1) scheduling block.

# <u>ARTICLE 9 - UNION REPRESENTATION AND COMMITTEES</u>

#### 9.01 Notification

The Union agrees to inform the Employer, in writing, of the names of the 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.

# 9.02 Representation

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

#### 9.03 Union Stewards

- a) The Employer agrees to recognize a total of eight (8) (including the Lead 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. A Lead Steward or appropriate designate may, in the absence of any steward, present any grievance, or fulfill any steward function.
- b) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate Supervisor. If, in the performance of their duties, a Union steward is required to enter an area within the Employer's premises in which they are not normally employed, the Union steward shall report their presence to the Supervisor in the area immediately upon entering it. Such permission shall not be

unreasonably withheld. When resuming their regular duties and responsibilities, such steward shall again report to their immediate Supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

#### 9.04 Grievance Committee

- a) The Lead Steward, the Steward involved and the President or designate of the Union Executive shall constitute the Grievance Committee in a number limited to three (3) members.
- b) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

# 9.05 Local Negotiating Committee

- a) The Employer agrees to recognize a negotiating committee comprised of four (4) employee representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representative of the Canadian Union of Public Employees when negotiating with the Employer.
- b) When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business but shall not be deducted from the Union entitlement under Article 19.02.

#### 9.06 Labour-Management Committee

- a) 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.
- b) An equal number of representatives of each Party as mutually agreed shall meet at a time and place mutually satisfactory. The parties agree to meet at least bi-monthly, with additional times being arranged if necessary.
- c) 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.
- d) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

## 9.07 Scheduling Committee

The parties agree that they will form a scheduling committee of three (3) representatives from management and three (3) representatives from the Union to review and make recommendations to the scheduling practices to the Director of Emergency Services.

#### 9.08 Joint Occupational Health & Safety Committee

- a) The Union and Employer recognize that the Occupational Health and Safety Act of Ontario and its regulations is binding upon both Parties. Accordingly, the Employer and the Union agree to form a Joint Health and Safety Committee with two (2) representatives from Management and two (2) representatives from the Union, and work cooperatively to promote a healthy workplace and promote safe workplace practices in accordance with the Occupational Health and Safety Act.
- b) The Employer accepts that one CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Employer.

# **ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE**

#### 10.01 Definition of a Grievance

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

#### 10.02 Settling of Grievances

#### **Verbal Stage**

It is agreed that an employee has no complaint or grievance until they have first given their immediate supervisor an opportunity to adjust their complaint or grievance within five (5) working days of its occurrence or when they ought to have become aware of. If no satisfactory answer is received within five (5) working days from the time it was first discussed with the employee's immediate supervisor, the employee may proceed to Step No. 1 of the grievance procedure. An earnest effort shall be made to settle all grievances fairly and promptly in the following manner:

#### Step 1

The employee, accompanied by their Steward may present their alleged grievance to the Deputy Chief or designate. The grievance shall be in writing on a mutually approved form and shall include the nature of the grievance, the redress sought and the section or sections of the Agreement which are alleged to have been violated. Failing a settlement, the Deputy Chief shall deliver their decision in writing within five (5) working days following the presentation of the grievance to them; then, within five (5) working days after the decision is given:

#### Step 2

The employee accompanied by their steward, may present their alleged grievance to the Chief or their designate within ten (10) working days following the decision at Step 1. The Union Grievance committee may present the grievance in writing to the Chief or their designate. A meeting will be held within ten (10) working days between the Chief or their

designate and the Union Grievance Committee. The decision of the Chief or their designate representative shall be delivered in writing within ten (10) working days.

#### Step 3

- a) Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration within twenty (20) working days of the receipt of the reply of the Chief or their designate.
- b) The parties agree that their intent is to resolve grievances without recourse to arbitration, where possible. Therefore, notwithstanding Step 3 above, the parties may, upon mutual agreement, engage the services for a mediator in an effort to resolve the grievance(s) and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

# 10.03 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within ten (10) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could herself institute and the regular grievance procedure shall not be thereby bypassed.

#### 10.04 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately the Union may present a group grievance in writing on their behalf identifying each employee who is grieving within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 of the grievance procedure and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### 10.05 Facilities for Grievance Meetings

The Employer, when meeting with the Union, shall supply the necessary facilities for the grievance meetings.

#### 10.06 Right to Have Steward Present

At the time of formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right to the presence of their Steward or designate. The Employer shall notify the employee of this right in advance.

#### 10.07 Supplementary Agreements

Supplementary written agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedures.

# 10.08 Composition of Arbitration Board

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

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

b) When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party, indicating the name of its nominee. Within five (5) working days thereafter the other party shall answer in writing indicating the name and address of its nominee. The two (2) nominees shall then select a Chairperson. No person may be appointed as an arbitrator or nominee who has been involved in an attempt to negotiate or settle the grievance, nor who has, within a period of six (6) months preceding the date of their appointment, been an employee or a member of the County Council. The grievance may be referred to arbitration through the expedited process of the Labour Relations Act as amended from time to time.

# 10.09 Failure to Appoint

If the recipient of the notice in Article 10.08 fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

#### 10.10 Decision of the Board

The Board of Arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence and make presentations.

The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement, which it deems just and equitable. However, in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions or to render a decision inconsistent with the terms of this Collective Agreement.

## 10.11 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the nominee it appoints.
- b) One-half (.5) of the fees and expenses of the Chairperson.

#### 10.12 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent in writing of the parties to this Agreement.

#### 10.13 Management Grievance

It is understood the Employer may grieve and that such grievance will be submitted to the Grievance Committee. Failing a mutually satisfactory resolution, the grievance will be referred to arbitration in the same way as a Union or employee grievance.

# **ARTICLE 11 - DISCIPLINE**

## 11.01 Suspension and Discharge

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within five (5) working days after the date of discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure. The Employer agrees it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.

# 11.02 Copies of Disciplinary Letters

At the time any verbal written warning, written warning, suspension or discharge is imposed, the circumstances relied upon, reasons for, and severity of the sanction shall be put in writing and a copy shall be provided both to the employee and the Union.

#### 11.03 Evaluations

A copy of any completed evaluation which is to be placed on an employee's personnel file shall be first reviewed with the employee. The employee shall sign such evaluation as having been read, and shall have the opportunity to add their views to such evaluation prior to it being placed in their personnel file. It is understood that such evaluations are not disciplinary action by the Employer against the employee.

#### 11.04 Access to Record

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of Human Resources or designate. Upon request by an employee the Employer shall provide to them copies of any documents in this file.

# 11.05 Clearing of Record

- a) Any letter of reprimand or suspension, or reference to same, will be removed from the employee's record after one (1) year following the receipt of such letter or suspension if the employee's record has been discipline free for one (1) year.
- b) Notwithstanding the above paragraph, if the letter of reprimand or suspension was imposed for violence or harassment in the workplace, it, and any reference to the same, will only be removed after twenty-four (24) months provided the employee's record has been discipline free for two (2) years.

# 11.06 Employer Investigations

a) When the Employer is conducting a workplace investigation, the employees who are the primary subject-of any investigation will be entitled to have Union representation during the investigation. Witnesses or individuals who are not the primary subject of the investigation will be expected to meet with the Employer without a Union representative.

- b) The member being investigated shall have the choice of their Executive member to represent them in the investigation meeting, however, if said representative is not readily available, another Executive member may be asked to participate by the employee.
- c) Any member of the CUPE Executive that sits in on an Employer investigation will be required to ensure that anything learned during the investigation remain confidential.
- d) All parties would be expected to follow the Employer's protocols for conducting the investigation.
- e) Where the Employer determines that an employee is to be placed on leave pending an investigation, such leave shall be considered paid leave. Alternatively, if determined appropriate by the Employer, the Employer may place an employee on alternate duties pending the investigation.
- f) The Employer shall provide to the Union the outcome of its findings.

# **ARTICLE 12 - SENIORITY**

# 12.01 Probationary Period

- a) A new employee, who shall be on probation and shall have no seniority standing until they have completed five hundred and forty (540) hours straight time worked within any twelve (12) calendar months. Upon completion of the probationary period, they shall be credited with seniority equal to five hundred and forty (540) hours of straight time worked. The release or discharge of a probationary employee shall not be the subject of a grievance or arbitration.
- b) Probationary employees shall be entitled to all rights under the terms of this Agreement, with the exception of the following rights and entitlements:

Article 11 – Suspension and Discharge

Article 12.07 - Layoff/Recall

Article 18.02 – Safety Footwear Allowance

Article 19.04 - Bereavement Leave

#### 12.02 Definition of Seniority

- a) Seniority for a full-time employee shall be defined as an employee's length of service in the bargaining unit from their last date of hiring.
- b) In the case of casual employees, they shall accumulate seniority on the basis of one (1) year for each two thousand, one hundred eighty-four (2,184) hours of regular straight time hours worked.
- c) At no time does an employee earn more than one (1) year seniority in a calendar year.
- d) This is in effect the date of signing of this Collective Agreement.
- e) Seniority shall apply on a bargaining unit wide basis.

<u>Settlement Note</u>: If you take a day off using stat/overtime banked time, that counts as hours worked. Example: If a member is scheduled to work on Friday July 1<sup>st</sup> and earns a Public Holiday into their stat bank, if it is mutually agreed that the Member decides to take this stat bank day on their regularly scheduled shift, Wednesday July 20<sup>th</sup>, they would accumulate seniority for that day.

#### 12.03 Posting of Seniority List

The Employer shall prepare and distribute electronically the bargaining unit wide seniority list, with a copy to the Union. These lists shall be revised and posted two (2) weeks prior to the scheduling block as established in Article 14.04 d). If no challenge to the list(s) is filed in writing to the Employer within fourteen (14) calendar days, the respective lists shall be accepted by all casual and full-time employees as correct for all purposes. Extenuating circumstances will be considered by the Employer. If revisions are required, the amended list will be redistributed. Up-to-date seniority information shall be available to the union as soon as practicable after a request for such information has been made.

# 12.04 Loss of Seniority and Termination

Seniority previously accumulated shall be lost and an employee shall be deemed to have terminated employment with the Employer whenever an employee:

- a) Is discharged and such discharge is not reversed through the grievance procedure or arbitration;
- b) Quits employment in writing;
- c) Is absent from work for three (3) consecutive scheduled shifts without just cause;
- d) Is laid off for a period of twenty-four (24) consecutive months;
- e) If the employee has been laid off and fails to return to work within fourteen (14) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the Article 12.07 Layoff and Recall;
- f) Is absent due to illness or disability for a period of thirty (30) consecutive calendar months from the time the disability or illness commenced;
- g) Fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than that for which the leave was granted unless mutually agreed upon.
- h) A casual employee is required to maintain availability as per Article 14.04 (b). This is not to be construed as a guaranteed number of shifts per block fill period, but rather the employee's availability obligations.

#### 12.05 Effect of Absence

a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer both seniority and service will accrue.

- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under the provision of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days; the benefits concerned appropriately reduced on a prorated basis and the employee's anniversary date adjusted by the period of absence exceeding thirty (30) days.
- c) The Employer will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.
- d) During any unpaid absence exceeding thirty (30) calendar days, seniority credit for promotions, demotions, transfers, or layoffs will not accumulate or count with the following exceptions:
  - Seniority will continue to accumulate during maternity leave and parental leave;
  - ii) If the absence is due to a disability resulting in WSIB or LTD benefits, seniority will accumulate for up to eighteen (18) months; or
  - iii) If an employee is absent due to illness without pay, seniority will accrue for up to one (1) year.

#### 12.06 Transfer and Seniority Outside the Bargaining Unit

- a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent not exceeding six (6) months Such employees on temporary assignments shall remain members of the bargaining unit.
- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months of the transfer, they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the Bargaining Unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.
- d) No employee shall be permanently transferred by the Employer to another base within the Service without their consent. Any dispute arising from the application of this clause shall be resolved in accordance with Article 10.

#### 12.07 Layoff and Recall

#### Preamble:

In the event of a pending lay-off the parties shall meet to discuss the proposed layoff prior to issuing any lay-off notices.

a) A layoff is defined as a reduction in the number of bargaining unit positions or a reduction in an employee's master scheduled hours of work.

- b) In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
  - (i) Provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position; and
  - (ii) Provide to the affected employee(s), if any, no less than five (5) months written notice of layoff or pay in lieu thereof.
  - (iii) Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff. An employee in receipt of notice of layoff may:
    - Accept the layoff; or,
    - 2. Displace a less senior employee; or,
    - 3. Elect to be placed on the casual employee list; or,
    - 4. Opt to receive a separation allowance as outline in Article 12.08.
- c) An employee shall have opportunity of recall from a layoff to an available opening in order of seniority, provided that they are able to meet the normal requirements of the job.
- d) No new employees shall be hired until all those laid off in the job classification, have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- f) The employee is solely responsible for their proper address and telephone number being on record with the Employer at all times.
- g) In the event of a layoff of a full-time employee, the Employer shall pay its share of insured benefits premiums for the duration of the five (5) month notice period.
- h) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more casual employees.

#### 12.08 Separation Allowance

- a) A separation allowance of two (2) weeks per year of service to a maximum of twentysix (26) weeks, will be paid out to employees in receipt a lay-off notice who are not recalled consistent with Article 12.07.
- b) It is understood that acceptance of any Separation Allowance by an employee constitutes a termination of employment.

c) Employees who accept severance payment and who submit a receipt from an approved educational program within 12 months of resignation may be reimbursed for tuition fees up to a maximum of five thousand dollars (\$5,000).

# 12.09 Technological Change

The Employer undertakes to notify the Union in advance, so far as practicable of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

# **ARTICLE 13 – CLASSIFICATION**

#### 13.01 Job Classification

a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

# b) Job Descriptions

The Employer shall make available to the Union or the employee when requested, a copy of the current job description and/or of a new classification.

#### 13.02 Promotion to a Higher Paying Classification

An employee who is promoted to a higher-rated classification within the bargaining unit will be placed in the range of the higher-rated classification so that they shall receive no less an increase in rate than the equivalent of in the wage schedule one (1) step in rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted) and they shall progress within the new salary range in accordance with their length of service in the new job subsequent to the date of transfer.

#### 13.03 Casual Progression on the Wage Grid

Casual employees shall accumulate service for the purpose of progression on the wage grid on the basis of one year for each two thousand one hundred and eighty-four (2184) hours of straight time worked.

# **ARTICLE 14 - ASSIGNMENT OF WORK**

#### 14.01 Hours of Work

- a) The regular workday for employees will be either an eight (8), ten (10), or twelve (12) hour shift.
- b) A regular four (4) week rotation for full-time employees will not exceed one hundred and sixty-eight (168) hours.
- c) The regular four (4) week rotation for a casual employee is subject to scheduling based on submitted availability as established in Article 14.04.

#### 14.02 Paid Rest Periods

- a) The Employer will allocate one fifteen (15) minute paid rest period during each period of four (4) hours of work.
- b) In addition to the above, the employee, if scheduled to work the following day, shall be relieved for an amount of time that ensures nine (9) hours of rest period between shifts, without loss of remuneration, after incurring up to three (3) hours of overtime, ten (10) hours of rest after incurring four (4) hours of overtime, eleven (11) hours of rest after incurring five (5) hours of overtime.

#### 14.03 Work Schedule

"Work schedule" is an electronic software program setting forth the days and hours upon which the employees are required to work, and the days upon which employees are scheduled to be off work. The schedule of normal working hours for full-time and casual employees shall be made available on the electronic scheduling system and shall consist of four (4) consecutive weeks and shall be posted at least fourteen (14) consecutive days, prior to the beginning of the work schedule. Work schedules shall embody the following conditions:

- a) The scheduled daily hours of work shall be continuous and only interrupted by rest periods or a meal period. No bargaining unit employee shall be required or permitted to work a split shift.
- b) (i) For full-time employees, a minimum period of twelve (12) hours shall elapse between the end and resumption of work and failing this; the employee shall be remunerated at the overtime rate for the number of hours the interval is short of twelve (12) hours.
  - (ii) For employees in a temporary full-time contract, a minimum period of twelve (12) hours shall elapse between the end and the resumption of work and failing this; the employee shall be renumerated at the overtime rate for the number of hours the interval is short of twelve (12) hours.
- c) When a new master rotation is introduced, full-time employees shall select their preferred scheduled rotation in order of seniority.
  - (i) When the Employer introduces a new master rotation, the Scheduling Committee will have the opportunity to review and provide recommendation.

- (ii) Employees will be provided a notice period of two (2) scheduling blocks for a service-wide rebid, and one (1) scheduling block, for base-specific rebid, as established in Article 14.04 (a) (i).
- d) Full-time employees scheduled to work full weekends, shall have at least (1) full weekend off in three (3). If, however, exigency requires that they work three (3) consecutive full weekends, they shall be paid at the overtime rate for their hours worked on the third consecutive full weekend. This shall not apply where:
  - (i) They request full weekend work.
  - (ii) Such full weekend work is the result of an exchange of shifts with another employee.
- e) No full-time employee shall be pre-scheduled to work more than five (5) consecutive days.
  - (i) No casual employee will be scheduled by the scheduler during the first round block fill process to work more than five (5) consecutive days.
  - (ii) There is no limit to consecutive days worked separate of shifts assigned during the first round block fill process as per an employee's given availability.
- f) Where practicable and subject to operational requirements, full-time employees and casual employees who are in a temporary vacancy who so request, in accordance with Scheduling Block timelines established in Article 14.04 (d), will be provided up to three (3) consecutive days off, inclusive of either Christmas Day and Boxing Day, or New Year's Day. This shall not apply to employees who normally work Monday to Friday and who are not scheduled to work on a statutory holiday.

#### 14.04 Scheduling Practices

#### a) Definitions

- (i) Scheduling Block: One (1) four (4) week rotation.
- (ii) Block-fill: Scheduling practice of assigning shifts for the entire four (4) week Scheduling Block.
- (iii) Second-round block-fill: Completed during week one of the current scheduling block.
- (iv) Available shifts: Shifts or partial shifts that arise to meet operational needs.
- (v) Call-in: Consists of a shift that becomes available and is offered outside of the block-fill practice.
- (vi) Short-notice-call-in: Consists of a shift that becomes available and is offered within twenty-four (24) hours prior to the commencement of the shift.
- (vii)Emergency call-in: Consists of a shift that becomes available with less than eight (8) hours prior to its commencement; where an employee that is anticipated to be immediately available is offered the shift.

#### b) Casual Availability Requirements

(i) For the purpose of casual availability requirements, a weekend shift is described as any shift that commences after 1159 hours Friday, and is scheduled to finish at or before 0700 hours Monday.

- (ii) In order to maintain employment status, each casual employee must:
  - 1. Submit availability on the scheduling software by the deadline in the Scheduling Block Calendar as established in Article 14.04 (d).
  - 2. Maintain a minimum of eight (8) shifts of availability per four (4) week rotation, in the upcoming scheduling block.
  - 3. Availability shall include a minimum of three (3) weekend shifts (Friday 1200 Monday 0700) and three (3) night shifts per four (4) week rotation. Selecting a weekend night shift satisfies weekend/night requirement simultaneously.
  - 4. Provide at least six (6) shifts of availability per calendar year on designated holidays, as per Article 16.01
  - 5. If the casual employee has met minimum casual availability requirements, no additional availability is required, inclusive of night and/or weekends.
  - 6. Only one twelve (12) hour shift of availability will be considered a shift of availability within a twenty-four (24) hour period.
  - 7. This is not to be construed as a guaranteed number of shifts.
- (iii) If a casual employee does not meet the minimum availability requirements outlined in Article 14.04 (b) (ii), the following process will apply:
  - 1. No shifts will be scheduled to the casual employee during the first two (2) week period.
  - The casual employee will then provide the required minimum availability for the second-round block-fill process and will be scheduled shifts for the remainder of the block.
  - 3. Should the casual employee fail to meet the minimum availability requirements for the second-round block-fill period, no shifts will be assigned to the casual employee.
  - 4. The casual employee will be eligible for short-notice or emergency call ins as a last resort, after the casual list is exhausted.

#### c) Casual Scheduling Procedure

- (i) The following scheduling procedure will be utilized in shift assignments:
  - 1. Based on submitted availability, shifts will be assigned to casual employees in order of seniority.
  - 2. The employee being assigned the shifts will not exceed one hundred and sixty-eight (168) hours in a four (4) week rotation.
  - 3. For shifts assigned to casual employees during block-fill, a minimum period of ten (10) hours shall elapse between the end and resumption of work and failing this; the employee shall be renumerated at the overtime rate for the number of hours the interval is short of ten (10) hours.
  - 4. Not accepting a call-in within thirty-six (36) hours or less does not constitute a violation of Article 14.04 (b) (ii).

#### (ii) Short-notice call-ins

- Based on submitted availability, the most senior casual employee who has not reached one hundred and sixty-eight (168) hours in a four (4) week rotation will be offered available shifts and this will continue in order of seniority.
- 2. If an employee refuses a short notice call-in offered on a stated shift of availability, the employee's availability will be removed. Employees will still be subject to Article 14.04 b).

3. Not accepting a short-notice call-in within twenty-four (24) hours or less does not constitute a violation of Article 14.04 (b) (ii).

# d) Scheduling Block Timelines

The following Scheduling Block timelines will be utilized for scheduling purposes:

#### **Timelines for Blocks**

Vacation/Request for

4 weeks prior to start of scheduling block.

Leave submission

deadline Casual availability

Scheduling Block

4 weeks prior to start of scheduling block

submission deadline

2 weeks prior to start of scheduling block

**Posting** 

Second Round Block-Fill Week one of the scheduling block.

- (i) A calendar developed in collaboration with the Scheduling Committee will be provided to all employees on an annual basis outlining the timelines as established in the above chart.
- (ii) Timelines may be revised upon mutual agreement of the parties.
- (iii) A shift of availability is understood to be a twelve (12) hour period where the employee is readily and operationally available to work as per established shift patterns.
- e) Base Preference and Priority Guidelines
  - (i) In order to better facilitate shift and base location preference, the employee will be required to provide to the Employer the selection of a minimum of two (2) bases from each of the following groups:

Group A Group B
Pembroke Deep River
Renfrew Barry's Bay
Eganville Arnprior
Petawawa

- (ii) The Employee may provide one priority base, with the understanding that achieving maximum hours of work is the priority.
- (iii) The Employee may change their base preference and priority base twice per calendar year. Requests for base preference changes will be processed at the commencement of the next scheduling block. However, if an Employee would like to revise base preference to all bases, such request may be considered by the Employer.

#### f) Scheduling of Paramedic Community Programs

- (i) The scheduling of employees into Paramedic Community Program shifts as per Job Posting / Expression of Interest / Block-fill will fall within the daily operational requirements of the Service.
- (ii) All casual employees in a Paramedic Community Program role are required to submit at least four (4) shifts of availability per four (4) week rotation. For casual employees, this availability counts towards the casual availability requirements of Article 14.04 (b) (ii). All employees in a permanent or temporary full-time

- Paramedic Community Program position are exempt from the requirements of Article 14.04 (b) (ii).
- (iii) All casual employees in the Paramedic Community Program will be scheduled as per their availability through the regular scheduling process.
- (iv) All permanent full-time employees working occasionally in a Paramedic Community Program(s) will be scheduled through the regular scheduling process.
- (v) Employees in the Paramedic Community Program(s) are required to maintain educational and competency requirements as determined by the Employer. It is understood that mandatory education will be paid by the Employer as defined in Article 22.08 (d) and (e).

# g) Shift Exchange

- (i) The Employer shall permit employees to self-manage shift exchanges without approval, provided the below shift exchange rules are respected.
- (ii) Shift Exchange Rules:
  - 1. Will not incur overtime.
  - 2. Will not result in working more than sixteen (16) hours consecutively, per the *Employment Standards Act, 2000*.
  - 3. Will be required to be within the same four (4) week rotation.
  - 4. Will not result in shift exchanging into an open shift.
- (iii) The Employer reserves the right to the following:
  - 1. Reassign a double ACP crew to suit operational needs
  - 2. Amend shift exchange rules as required
  - 3. Reinstate an approval process, with thirty (30) days' notice

# h) Shift Refusal

- (i) Definition:
  - 1. Not returning a phone call within a timeframe deemed reasonable by the Employer. Extenuating circumstances will be taken into account.
  - 2. Not accepting a shift offered on a stated shift of availability.
  - 3. A casual employee shall not refuse to work more than two (2) shifts on any day for which shift availability has been indicated in a scheduling block unless there are acceptable extenuating circumstances. For the purpose of this provision, a cancellation of a shift once scheduled is equivalent to a refusal to work one (1) shift unless on approved leave.
  - 4. Notwithstanding the above provision, employees are required to maintain the casual availability requirements of Article 14.04 (b) (ii).

#### 14.05 Job Postings

- a) Where the Employer determines there is a vacancy in a classification, either temporary or permanent, within the bargaining unit, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted within ten (10) days for a period of seven (7) consecutive calendar days.
- b) The posting shall stipulate the qualifications, classifications, rate of pay, base, shifts, applicable status (as established in Article 1.01), and the number of hours of work in the rotation.
- c) All employees wanting to take part in the job posting process would put their names forward. A list would be generated and all employees on the list would be called in order of seniority until the original posting(s) and all subsequent postings are filled.

- (i) The awarding of subsequent postings will end should a full-time permanent position become available, requiring a new job posting for the permanent position as per the requirements of Article 14.05.
- d) Once a position is accepted, the successful applicant will be placed in the position as soon as operationally practical. Where the Employer and Union mutually agree, the filling of this vacancy may be extended.
- e) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted for a period of seven (7) calendar days, with a copy provided to the Union.
- f) Failing to fill the position internally, the position may be subsequently posted externally, or filled in the block-fill process.
- g) All employees of the County of Renfrew Paramedic Service that are in a recognized accredited educational ACP program shall be deemed to have met the normal qualification of Advanced Care Paramedic for the purpose of Article 14.05 Job Posting only.

Based upon seniority, a PCP employee who is the successful candidate in such an ACP posting shall have eighteen (18) months to successfully complete the required training before being placed in the position or if a successful ACP qualification is obtained prior to eighteen (18) months, the employee will be placed into the position as quickly as possible pending scheduling.

# 14.06 Temporary Vacancy

- a) All temporary vacancies shall be posted unless mutually agreed by the parties not to.
- b) Where a full-time position becomes vacant due to a temporary absence to be greater than one (1) Scheduling Block, the Employer shall post the position in accordance with the timelines established Article 14.05.
- c) A full-time employee selected as a result of a posted vacancy need not be considered for a further temporary vacancy for a period of up to six (6) months of their start date in that position.
- d) Where a full-time employee is replacing a full-time employee in a temporary full-time vacancy, the Employer will not consider their application for any concurrent vacancies.
- e) Where a casual employee is awarded a temporary full-time vacancy, the Employer will not consider their application for any concurrent temporary vacancies unless there are less than 30 calendar days remaining in the original temporary vacancy.
- f) Failing filling the position internally, the position may be subsequently posted externally in accordance with Article 14.07, or by the block-fill process.
- g) The Employer may consider application for concurrent vacancies from employees in temporary full-time vacancies circumstances dependent.

## 14.07 Temporary Employee

- a) Temporary employees may be hired for a specific contract term, defined by a specific start and end date, to replace an employee who is on approved leave of absence, absence due to WSIB disability, sick leave, long-term disability or to perform a special non-recurring task.
- b) The recruitment of temporary employees shall only be considered once the procedure established in Article 14.06 has been exhausted.
- c) For temporary employees replacing an employee on leave, the period of employment of such persons will not exceed the absentee's leave.
- d) The release or discharge of such persons shall not be the subject of a grievance or arbitration.
- e) This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probation period will be credited with the appropriate seniority.
- f) The Employer will outline to employees selected and the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- g) The Employer shall maintain a list of all temporary assignments and temporary employees. An up-to-date list shall be sent to the Union on a quarterly basis.

#### 14.08 Permanent Base Transfer

No full-time employee shall be permanently transferred by the Employer to another base within the Service without their consent. This clause shall not apply to service-wide rebids. Any dispute arising from the application of this clause shall be resolved in accordance with Article 10.

## **ARTICLE 15- VACATION**

## 15.01 Vacation Entitlement

- a) An employee with less than one (1) year of continuous service at January 1<sup>st</sup> of any year shall receive vacation, prorated for each month of service up to a maximum of eighty-four (84) hours at regular straight time pay.
- b) An employee with one (1) but less than two (2) years of continuous service at January 1<sup>st</sup> in any year shall receive two (2) weeks or eighty-four (84) hours of vacation with pay at the rate effective at the commencement of the vacation.
- c) An employee after two (2) years of continuous service at January 1<sup>st</sup> in any year shall receive three (3) weeks or one hundred and twenty-six (126) hours of vacation with pay at the rate effective at the commencement of the vacation.
- d) An employee with five (5) years or more of continuous service at January 1<sup>st</sup> in any year shall receive four (4) weeks or one hundred and sixty (168) hours of vacation with pay at the rate effective at the commencement of the vacation.

- e) An employee with fifteen (15) years or more of continuous service at January 1<sup>st</sup> in any year shall receive five (5) weeks or two hundred ten (210) hours of vacation with pay at the rate effective at the commencement of the vacation.
- f) An employee with twenty-two (22) years or more of continuous service at January 1<sup>st</sup> in any year shall receive six (6) weeks or two hundred and fifty-two (252) hours of vacation with pay at the rate effective at the commencement of the vacation.
- g) An employee with thirty (30) years or more of continuous service at January 1<sup>st</sup> in any year shall receive seven (7) weeks or two hundred and ninety-four (294) hours of vacation pay at the rate effective at the commencement of the vacation.
- h) Years of service for the purpose of vacation entitlement shall not be interrupted due to a leave of absence resulting from a compensable injury payable through the Worker's Safety and Insurance Board, when the employee is on Pregnancy, Parental or Adoption Leave or while on short-term disability (STD).

# i) Supplementary Vacation

- (i) The following supplementary vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:
- (ii) An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional forty-two (42) hours vacation with pay.
- (iii) Every employee who has attained their 30<sup>th</sup> or 35<sup>th</sup> anniversary date as of the effective date of this provision shall be entitled to have the full forty-two (42) hours vacation banked.

#### 15.02 Vacation Year

The vacation year is during the period of January 1st to December 31st of the same year.

#### 15.03 Vacations – Casual Employees

- a) Years of service for casual employees for purpose of wage increases and vacation entitlement shall be calculated in accordance with Article 12.02 namely one (1) year of service for each two thousand one hundred eighty-four (2,184) hours of regular straight time hours worked.
- b) Casual employees shall, subject to the provision of (a), be entitled to receive rates of pay equivalent to full-time employees on a pro-rated basis on hours actually worked.
- c) Vacation pay for casual employees shall be made on the following basis:
  - 2 weeks or less of vacation entitlement 4% of earnings;
  - 3 weeks of vacation entitlement 6% of earnings;
  - 4 weeks of vacation entitlement 8% of earnings;
  - 5 weeks of vacation entitlement -10% of earnings;
  - 6 weeks of vacation entitlement 12% of earnings;
  - 30 years of service an additional 2% of earnings in the year it is achieved;
  - 35 years of service an additional 2% of earnings in the year it is achieved.
- d) The Employer will pay the percentage of earnings on each pay period.

# 15.04 Vacation Requests

- a) An employee must submit, electronically, to the Employer, their request for vacation in accordance with the scheduling block calendar, established in Article 14.04.
  - An employee who does not meet this deadline will have their vacation requests considered only after all other requests submitted have been considered and granted.
- b) If an employee has submitted their request for vacation, and the request has been granted, and the shift(s) filled, the employee may not cancel their vacation.
- c) If an employee has submitted their request for vacation, and the request has been granted, and the shift(s) have not yet been filled, the employee may cancel their vacation upon written request.
- d) Any vacation entitlement not used by Dec 31<sup>st</sup> of each year could be carried over to the following year to a maximum of eighty-four (84) hours.

#### 15.05 Granting of Vacation Requests

- a) The Employer is entitled to determine the number of employees who are entitled to take vacations at any given time, however, vacation requests shall not be unreasonably denied.
- b) Preference for vacations will be given in order of bargaining-unit-wide seniority, with the exception of 15.05 (e).
- c) Provided requests were submitted in accordance with the scheduling block requirements as established in Article 14.04 (d), vacation requests shall not be unreasonably denied.
- d) Granting of vacation requests during the Christmas/New Year period shall be subject to Article 14.03 (f).
- e) Requests by employees that do not meet the deadlines established in Article 14.04 (d) will have their vacation requests considered in order of receipt, and may be approved, in accordance with operational needs.

#### 15.06 Work During Vacation

- a) Should an employee who has commenced their scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, then that employee shall be paid at the rate of one and one-half (1½) times their basic straight-time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have so worked.
- b) A vacation lieu day shall be interpreted as the number of hours of vacation credits an employee would have used had they remained on vacation and not worked on that day.

# 15.07 Illness During Vacation

- a) Where an employee's scheduled vacation, or when using banked OT/STAT time is interrupted due to serious illness or injury, which commenced prior to and continues into the scheduled vacation period or approved time off, the period of such illness shall be considered sick leave.
- b) Where an employee's scheduled vacation, banked OT/STAT time is interrupted due to an illness or injury deemed serious by the Employer, the period of such illness or injury shall be considered sick leave. The portion of the employee's vacation or banked OT/STAT which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits or banked OT/STAT credits.

# 15.08 Vacation Pay Upon Termination

Employees leaving the services of the Employer when an unused period of vacation stands to their credit shall be paid the amount due to them in lieu of vacation up to and including their last day of employment.

# **ARTICLE 16 - PAID STATUTORY HOLIDAYS**

#### 16.01 Paid Holidays

The Employer will recognize the following twelve (12) days as holidays:

New Year's Day Family Day Good Friday Easter Monday Victoria Day Canada Day August Civic Holiday Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day

Should the Employer be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer 's obligation to provide the number of paid holidays as noted above remains unchanged.

When Canada Day falls on a Sunday, it will be recognized on Monday July 2<sup>nd</sup>, as per the Federal "Holidays Act".

#### 16.02 Definition of Holiday Pay and Qualifiers

- a) For all employees working full-time hours (168 hours) in the proceeding four (4) weeks, will be paid the twelve (12) hour stat, otherwise they are paid in accordance with the *Employment Standards Act*, 2000.
- b) A full-time employee who does not work a statutory holiday and who qualifies will receive twelve (12) hours of pay if their schedule is normally twelve (12) hours; ten (10) hours of pay if their schedule is normally ten (10) hours, or eight (8) hours of pay if their schedule is normally eight (8) hours. For cases of mixed schedules, the greater benefit will apply.
- c) If an employee is required to work on any of the statutory holidays, the employee shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such statutory holiday subject to Article 16.04.

- d) An employee who starts their shift prior to the start of the statutory holiday but ends their shift on the statutory holiday will receive twelve (12) hours of lieu time in their lieu bank. An employee who starts their shift on the statutory holiday and it ends on the statutory holiday, or their shift ends on the next calendar day shall receive twelve (12) hours of lieu time in their lieu bank.
- e) If an employee is on an approved paid or unpaid leave of absence the employee may qualify to receive a prorated amount in accordance with the *Employment Standards Act*, 2000.
- f) An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.
- g) An employee shall be entitled to carry over twenty-four (24) hours of banked statutory holiday time into the next calendar year.
- h) All banked lieu time shall be paid out the last pay period of the calendar year, unless a request was made to the Employer as per 16.02 (g).

#### 16.03 Time Off in Lieu of Stat Time

- a) If a paid statutory holiday is observed during an employee's paid vacation or scheduled day off, or they are otherwise entitled to a lieu day, the employee shall be granted a Stat bank day off with pay at a time mutually agreed upon between the employee and the Employer.
- b) Casual employees will be permitted to bank stat time and are able to replenish their stat banks provided that the maximum accumulation never exceeds forty-eight (48) hours.

#### 16.04 Payment for Working Overtime on a Statutory Holiday

Where an employee is required to work authorized overtime in excess of their regularly scheduled straight time hours on a paid statutory holiday, such employee shall receive twice their regular straight time hourly rate for such authorized overtime.

#### 16.05 Statutory Holiday Advance

All full-time employees shall be advanced one hundred forty-four (144) hours in recognition of the Public Holidays listed in Article 16.01 Paid Holidays on January 1<sup>st</sup> of each calendar year, based on the assumption that they will work the entire year and earn said holidays.

Where an employee's;

- a) employment is terminated or
- b) for any leave of absence greater than thirty (30) calendar days
- c) when employment status changes from full-time to casual

Any hours taken that have not yet been earned (i.e. hours credited for holidays that have not yet occurred yet during the calendar year) shall be deducted from any outstanding payments, including wages, that would otherwise be payable to the employee.

#### **ARTICLE 17 – HEALTH & SAFETY**

## 17.01 Joint Health and Occupational Safety Committee

The Employer accepts that one CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Employer.

#### 17.02 W.S.I.B. Form 7

The Employer agrees to provide the employee and the designated Union representative with a copy of the Workplace Safety Insurance Board Form 7 at the same time it is sent to W.S.I.B.

#### 17.03 Quarantine/Isolation

Time lost by an employee as a result of being placed in quarantine by a Medical Officer of Health, shall be treated as a leave with pay.

## ARTICLE 18 - UNIFORMS, SAFETY FOOTWEAR & PERSONAL PROTECTIVE EQUIPMENT

#### 18.01 Uniforms

- a) Employer Provided Uniforms
  - (i) The Employer will provide full-time, and casual employees with the following items as required upon initial hire:
    - 1 Jacket System (three in one)
    - 5 Uniform Pants
    - 5 Uniform Shirts
    - 1 Belt
    - 1 Toque
    - 1 Outer Pants
    - 1 Cap
    - 1 Pair winter gloves
    - 1 Equipment Duty Bag
    - 14 Epaulettes
    - 1 Sweater
  - (ii) It is agreed that the uniforms will remain the property of the Employer and shall be returned upon termination of employment.
  - (iii) Further items than listed on this list may be acquired through the uniform point system.
  - (iv) The Employer, shall replace damaged or soiled uniform and equipment items as required, provided damage occurred during the course of their duties.
  - (v) The Employer will alter the uniform of an employee as required.

- b) Point Distribution
  - (i) Based upon hours worked equally for full-time and casual.
  - (ii) Points remain valid until September 30<sup>th</sup> of each calendar year and may not be carried over into the following year.
  - (iii) Point value of one (1) point equals one dollar (\$1.00).
  - (iv) Points are based upon the hours worked in the previous year, as determined by calculation of seniority per Article 12 Seniority.
  - (v) The points will be established as follows:

Hours	Entitlement (Points)
1600 - hours and greater	425 points
540 - 1599 hours	300 points
539 hours or less	220 points

#### 18.02 Safety Footwear

a) On the third pay- period of the calendar year, compensation for safety footwear based upon hours worked in the previous year, as demonstrated in the chart below.

b)

Hours	Entitlement (\$)
1600 and greater	\$350
540 - 1599 hours	\$175
539 hours or less	\$0

# 18.03 Laundering of Uniforms

The Employer will provide laundering for all uniform articles as required.

#### 18.04 Personal Protective Equipment

- a) The Employer agrees to provide each employee with the following equipment.
  - 1 Approved safety helmet
  - 1 Pair of safety glasses
  - 1 Reflective safety vest
  - 1 Pair of extrication gloves
- b) All items will be sized properly to fit each individual employee.
- c) The Health and Safety Committee will review this list periodically or as required and make recommendations to the Director of Emergency Services.
- d) It is agreed that the equipment will remain the property of the Employer and must be returned upon termination of employment.

# **ARTICLE 19 - LEAVES OF ABSENCE**

#### 19.01 Leave Without Pay

Leave of absence without pay for legitimate personal reasons may be granted by the Employer upon request in writing which states the reason for the leave of absence and duration of such absence. Such request shall not be unreasonably refused provided said request in writing is made by the employee as far in advance as possible but no later than ten (10) days in advance of the date the leave is to commence. The ten (10) day time limit may be waived by the Employer in emergency situations.

#### 19.02 Leave for Union Business

- a) The Employer will grant leave of absence without pay or loss of seniority to not more than two (2) employees for a total period not exceeding four (4) calendar weeks in any calendar year for the purpose of attending union conventions provided the Employer is given at least ten (10) days' written notice, by the Union. Additional leave of absence for Union purposes shall be granted at the discretion of the Employer and shall not be unreasonably refused.
- b) An authorized Union representative may request leave of absence for Union business by written request to their Supervisor. Where a replacement is required, the Supervisor will arrange for another qualified employee to work the scheduled hours of the Union representative. Such request will not be unreasonably refused provided the following conditions are met:
  - (i) at least ten (10) days' notice is given to the Supervisor, except in circumstances beyond the control of the Local Union; and
  - (ii) Where a replacement is required, they may have equivalent qualifications.
  - (iii) Where the leave of absence has been granted as described above, the employee will be considered to have worked their scheduled shift for the calculation of pay and benefits. In such case, the Union will reimburse the Employer for the cost of whichever employee is greater, but not both.

#### 19.03 Full-time Position with the Union

- a) Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence without pay shall be granted to such employee(s) elected or appointed to positions with CUPE, its affiliates, or anybody to which it is affiliated for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.
- b) There shall be no loss of service or seniority during such leave of absence and the employee(s) shall accumulate service and seniority on the basis of what their normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.
- c) The employee agrees to notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay subject to any changes which would have occurred had the employee not been

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

#### 19.04 Bereavement Leave

- a) For full-time and casual employees (excluding new probationary and temporary employees), a leave of absence without loss of regular straight time pay for scheduled hours shall be granted to a maximum of five (5) calendar days for the death of a spouse and, children, and to a maximum of three (3) calendar days for the death of a mother, father, sister, brother, step-mother, step-father, step-sister, step-brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, grandparent of spouse, niece, nephew or a relative permanently residing in the employee's household, or any other individual as prescribed under the Employment Standards Act, 2000.
  - (i) Spouse shall be defined as follows:
    - 1. An individual who is married through a religious or civil ceremony to an employee; or
    - 2. An individual, who although not legally married to an employee, has co-habited continuously for a period of not less than twelve (12) months.
- b) Where an employee is attending the funeral, reasonable travelling time without pay may be granted by the Employer. Where the employee concerned is required to handle legal matters arising from death, reasonable time without pay may be granted by the Employer.
- c) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with the above provisions. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.
- d) An employee may reserve one of the days specified above for future use, to attend the memorial service of the deceased, if that service is scheduled for a later date.
- e) Evidence "reasonable in the circumstances" may be required for an employee to be eligible for bereavement leave, in accordance with the *Employment Standards Act, 2000.*

### 19.05 Jury or Witness Duty

- a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:
  - (i) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
  - (ii) presents proof of service requiring the employee's attendance;

- (iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- b) In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer on their regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than they are scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.
- c) Where the Employer is unable to reschedule the full-time employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a) and (b) above.
- d) In addition to the foregoing, where a casual employee is required by subpoena to attend a court of law of coroner's inquest in connection with a case arising from the employee's duties at the Employer on their regularly scheduled day off, they shall be paid for all hours actually spent at such hearings at their regular straight time hourly rate subject to (a), (b) and (c) above.

## 19.06 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employers' Supplementary Unemployment Benefits (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of the weekly employment insurance benefits and any other earnings.
- e) Receipt by the Employer of the employee's employment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.
- f) The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave

- times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.
- g) In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of their normal weekly earnings during the first week of the leave while waiting to receive Employment Insurance Benefits.
- h) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- i) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while a full-time employee is on pregnancy leave.
- j) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while a casual employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- k) For full-time employees the Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- I) For casual employees, the Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Employment Benefit Plan with the Employment Insurance Commission.
- m) Subject to any changes to the employee's status which would have occurred had the employee not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### 19.07 Parental Leave

- a) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- b) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- c) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- e) An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.
- f) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (d) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- g) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Insurance Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit for a period not exceeding ten (10) weeks. In order to qualify for supplemental employment benefits, the employee must provide the Employer with proof of receipt of employment insurance benefits.
- h) For employees electing Standard Parental Leave, that benefit shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings.
- i) For employees electing Extended Parental Leave, the supplement shall be equivalent to the difference between their normal weekly earnings and the sum of weekly employment insurance benefits and any other earnings that the employee would have received should they have elected Standard Parental Leave.
- j) In addition to the foregoing, for employees electing Standard Parental Leave, the Employer will pay the employee ninety-three percent (93%) of their normal weekly earnings during the first week of the leave while waiting to receive Employment Insurance Benefits. For employees electing Extended Parental Leave, the supplement shall be equivalent to the difference between their normal weekly earnings and the sum of weekly employment insurance benefits and any other earnings that the employee would have received should they have elected Standard Parental Leave.
- k) The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times the employee's normal weekly hours plus any wage increase or salary increment that the employee would be entitled to receive if they were not on parental leave.
- I) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- m) Where an employee has taken parental leave only, credits for service and seniority shall accumulate for a period of up to thirty-seven (37) weeks for standard parental leave, or up to sixty-three (63) weeks for extended parental leave while a full-time employee is on parental leave.
- n) Credits for service and seniority shall accumulate for a period of up to thirty-seven (37) weeks for standard parental leave, or up to sixty-three (63) weeks for extended parental leave, while a casual employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

- o) For full-time employees the Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-seven (37) weeks for standard parental leave, or up to sixty-three (63) weeks for extended parental leave while the employee is on parental leave.
- p) For casual employees the Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of parental leave. The Employer will register those benefits as part of the Supplemental Employment Benefit Plan with the Employment Insurance Commission.
- q) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### 19.08 Education Leave

- a) Service Required Education
  - (i) Where employees are required by the Employer to take Service-related courses the Employer shall pay the full costs associated with the courses.
  - (ii) Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized course or seminar related to employment with the Employer.
  - (iii) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations.
  - b) Voluntary Education Leave
  - (i) Where an employee requests a leave in order to attend a Program to upgrade their skills to become an Advanced Care Paramedic (ACP), or any other relevant Program or courses, they may apply for an Education Leave of Absence.
  - (ii) Casual employees may request an exemption from the availability requirements as outlined in Article 14.04 (b), in order to attend an ACP Program, or any other relevant Program or courses. These employees will be entitled to work based upon their submitted availability during the period of their schooling.
  - (iii) Should the employee withdraw from the ACP Program or any other relevant Program or courses, notification will be provided by the employee to the Employer upon withdrawal.
  - (iv) All permanent ACP job vacancies will be filled through the normal job posting process. An employee must be enrolled in a recognized ACP program at an accredited institution in order to qualify for the permanent job postings.

#### 19.09 Paid Emergency Leave Day

Employees will be granted a maximum of twelve (12) hours for one (1) event per calendar year without loss of pay for personal leave to attend to an unforeseeable emergency such as a fire, flood, or an illness, injury or accident to a family member to-which the employee

is compelled to attend to without delay. It is understood that this time away from work is included in, and not in addition to, the entitlement to be away from work pursuant to the *Employment Standards Act*.

## 19.10 Canadian Forces Military Leave

- a) A leave of absence without pay shall be granted to employees upon request for regular or reserve service training in the Canadian Armed Forces, whenever paramedic operational requirements permit. Such requests should be made in writing at least thirty (30) days in advance where practicable.
- b) A leave of absence without pay shall also be granted to employees for military service upon request:
  - (i) In the event of domestic or international operations, whenever operational requirements permit; or
  - (ii) In a state of war in accordance with any applicable legislation.
- c) When leave of absence without pay are granted for military service, seniority shall continue and not be interrupted. Any approved absence will not exceed thirty-six (36) months.
- d) Seniority shall be calculated for casual employees by averaging the hours in the twenty (20) weeks prior to the leave commencing.
- e) The employee shall confirm their intention to return to work by written notice to the Employer at least two (2) weeks in advance of their return date. The Employer will place the employee back into their substantive position as soon as operational feasible.

### 19.11 Pre-Paid Leave Plan

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

- a) The plan is available to employees wishing to spread four (4) year's salary over a five (5) year period, or two (2) year's salary over a two and a half (2.5) year period in accordance with Part LXVIII of the Income Tax regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral, or a six (6) month leave of absence following the two (2) years salary deferral.
- b) The employee must make written application to the Employer at least six (6) months prior to the Intended commencement date of the program (i.e., the salary deferral portion).
- c) The number of employees that may be absent at any one (1) time shall be determined by the Employer. The duration for purposes of the program shall be any period as may be agreed upon by the employee and the Employer.
- d) Where there are more applications than spaces allotted, seniority shall govern.
- e) During the four (4) years of salary deferral, twenty (20) percent of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.

- f) All deferred salary, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- g) The Employer will continue to pay its share of the contributions of the subsidized employee benefits during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to O.M.E.R.S. will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of leave.
- h) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Employer. Deferred salary, if any, will be returned to the employee within a reasonable period of time.
- i) If the employee terminates employment, the deferred salary held by the Employer, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- j) The Employer will endeavour to find a replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, if any, paid out to the employee within a reasonable period of time.
- k) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- I) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested
  - (iii) The manner in which the deferred salary is to be held.

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

## ARTICLE 20 - SICK LEAVE, STD, LTD, INJURY AND DISABILITY

#### Introduction

a) Sick leave refers to the period of time a full-time employee is absent from work for reason of being sick or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997, S.O. 1997.

b) All full-time employees represented by this Collective Agreement may be entitled to the Short-Term Disability (STD) and, Long-Term Disability (LTD) programs provided within this Article. These programs cover the periods before and after disability benefits paid by the Canada Employment Insurance Commission.

## c) No Limits on Pre-existing Conditions

Employees who have completed three (3) months of service are eligible for coverage regardless of any pre-existing medical conditions.

## d) Eligibility for Sick Pay Benefits

If you become totally disabled as a result of illness or injury, excluding compensable accidents such as those covered by Workplace Safety Insurance Board (WSIB), you will receive sick pay benefits that are paid by your Employer. You are eligible for sick pay benefits after you complete three (3) months of service following your first day of active work.

## e) Proof of Disability

Proof of total disability satisfactory to the Employer, is required if an employee is absent for three (3) shifts or more and is subject to a periodic review thereafter. Such proof (satisfactory medical information and/or functional abilities information) may also be required at any time in order for an employee to qualify for benefits.

Any medical documentation related to the proof of disability requested by the Employer will be at the Employer's expense.

## f) Definitions:

#### (i) Actively at Work and Active Work

At work and able to perform on a full time basis, the duties assigned, inclusive of modified duties.

## (ii) Date of Disability

The first day of regularly scheduled employment for which you cannot report due to injury or illness.

#### (iii) Total Disability and Totally Disabled

Unable, due to injury or illness, to perform the regular duties pertaining to the occupation in which you have participated immediately before becoming disabled.

#### (iv) Service

A period of unbroken employment with your Employer including:

- a. vacation days and holidays granted;
- b. approved leaves of absence.

#### 20.01 Sick Leave

- a) The Employer shall provide to each full-time permanent employee a maximum of two hundred sixteen (216) hours sick leave annually (January 1st. to December 31st.) with pay. These hours may not be accumulated from year to year and shall have no cash value on termination of employment.
- b) Full time Employees may use up to thirty-six (36) hours of their allotted two hundred sixteen (216) hours of sick leave for reasons such as family appointments/illness in any one (1) calendar year.
- c) For occurrences of Employee illness lasting greater than three (3) consecutive working shifts, and upon receipt and verification of satisfactory medical, that leave will then be deemed as short-term disability for the remainder of the occurrence.

## 20.02 Short Term Disability (STD)

## a) Plan Highlights

## **Comprehensive Coverage**

- (i) The maximum covered duration for an illness or accident under the STD benefit is fifteen (15) continuous weeks.
- (ii) Disability benefits from the 16<sup>th</sup> to 30<sup>th</sup> week of disability are provided by the Canada Employment Insurance Commission.
- (iii) After the 30<sup>th</sup> week, long term disability benefits of up to seventy-five percent (75%) of earnings are provided by the plan until the employee reaches age 65.

#### b) No Limits on Pre-existing Conditions

Employees who have completed three months of service are eligible for coverage regardless of any pre-existing medical conditions.

### c) Eligibility for Sick Pay

If you become totally disabled as a result of illness or injury, excluding compensable accidents such as those covered by Workplace Safety Insurance Board (WSIB), you will receive sick pay benefits that are paid by your Employer. You are eligible for sick pay benefits after you complete three (3) months of service following your first day of active work.

# d) Amount of Short Term Disability (STD)

The amount of your sick pay will be determined by the length of your service with your current Employer, up to your date of disability, according to the following service schedule.

At least 3 months	66 2/3% of regular earnings
At least 1 year	70% of regular earnings
At least 2 years	80% of regular earnings

At least 3 years	90% of regular earnings
At least 4 years	100% of regular earnings

(Regular earnings are those in effect on the last day you are actively at work.)

## e) Qualifying for Short Term Disability (STD)

To qualify for STD payments, an employee must:

- i) On the first day or part of a day of illness or injury, report, or cause to report, such illness/injury to the employee's immediate supervisor or designate.
- ii) Short Term Disability Benefits will commence on the first day of an illness of greater than three (3) consecutive working shifts. It is understood that the first three (3) such days shall be withdrawn from the sick leave entitlement as outlined in Article 20.01 Sick Leave
- iii) In any case of short term disability, the employee shall submit required documentation and remain in communication with the Employer.

## f) Recurrence of Disability

- (i) When you return from a short term disability absence and actively work for three
   (3) continuous calendar weeks, your benefit period of fifteen (15) calendar weeks will be reinstated in full.
  - However, if within those three (3) continuous calendars weeks following your return to work you are disabled from the same or a related cause, only the remainder of the fifteen (15) calendar week benefit period will apply.
- (ii) If within those three (3) continuous calendars weeks following your return to active work you become disabled from an unrelated cause or injury or illness, your benefit period will be reinstated in full. However, if you remain absent from work and you become further disabled (due to a related or unrelated cause of injury/illness) the fifteen (15) calendar week benefit period will not be reinstated.

### g) Exclusions

- (i) You are not considered to be totally disabled unless you are under the active and continuous care of a physician or other primary care provider as deemed appropriate by the Employer and are following the treatment prescribed by the physician/primary care provider for that disability.
- (ii) Sick pay benefits are not payable in respect of disability resulting from:
  - 1. intentionally self-inflicted injuries;
  - 2. civil disorder or war;
  - committing or attempting to commit a criminal offence, excluding operating a vehicle while your blood contains more than 80 milligrams of alcohol per 100 millilitres of blood.

(iii) Sick pay benefits are generally not payable for loss of income due to optional medical procedures, such as those not covered by the Ontario Hospital Insurance Plan (OHIP).

## h) Leaves of Absence

- (i) No benefit is payable during leaves of absence.
- (ii) If you become totally disabled prior to a pregnancy or parental leave of absence, the leave will commence on the earliest of:
  - 1. the agreed upon leave date
  - 2. the date of birth of the child
  - 3. the adoption date.
- (iii) If you become totally disabled while on a leave of absence and are unable to return to work, you will be considered to be totally disabled on the date you are scheduled to return to work.

## i) Disputes

- (i) If you dispute an aspect of the short term disability pay benefit, you may appeal to your Employer in writing. You will be responsible for any costs involved in making the appeal, including the cost of obtaining medical evidence.
- (ii) If you are refused short term disability pay due to insufficient medical evidence, you may appeal with submission of further medical evidence. If you appeal without submitting further evidence, you must bring forward existing evidence that warrants further consideration.
  - a. Your Employer is responsible for all aspects of responding to your appeal, including costs.

### j) When Your Coverage Terminates

- (i) Your participation in this plan terminates on the earliest of the date:
  - 1. you terminate employment, retire or die
  - 2. you transfer to a group not covered by the plan
  - 3. the plan terminates or your Employer terminates participation in the plan.
- (ii) If you are totally disabled on the date your participation terminates, you will remain entitled to a benefit subject to the terms and conditions of the plan.

## 20.03 Long Term Disability Plan

### a) Plan Highlights

## **Comprehensive Coverage**

(i) During the first fifteen (15) weeks six hundred thirty (630) hours of disability, the Employer pays up to 100 percent of earnings.

- (ii) Sick pay benefits from the 16<sup>th</sup> to 30<sup>th</sup> week of disability are provided by the Canada Employment Insurance Commission.
- (iii) Long Term Disability benefits of up to 75% of earnings are provided by the Plan until the employee reaches age 65.

## **No Limits on Pre-existing Conditions**

Employees who have completed three months of service are eligible for coverage regardless of any pre-existing medical conditions.

## **Rehabilitation Program**

The Plan offers a program tailor-made for you to help you return to work.

## **Portability**

Members who move from one participating Employer to another may resume coverage immediately, provided they are re-employed within six months of their termination date with the previous Employer.

#### **Medical Information**

You are responsible for costs to obtain medical information.

## b) Joining the Plan

All new employees must join the plan after completing the waiting period. The waiting period is the period of time from your first day of active work until the day you complete six months of service.

The effective date of coverage will be the latest of:

- (i) the day after you complete your waiting period, if you are actively at work on that day
- (ii) if, due to injury or illness, you are not actively at work on that day, the day you have completed seven consecutively scheduled days of active work following your return to work
- (iii) the day that Manulife specifies as your effective date following approval of evidence of your insurability, if required.

If you begin work with your current Employer within six (6) months of terminating with another Employer where you also participated in an OHA-sponsored plan, your coverage becomes effective on your first day of employment with your current Employer, provided that you are actively at work (see portability). Otherwise, coverage will begin after you have been at work for seven days as described previously.

### c) When to Apply for Benefits

For LTD benefits to begin on time, your application must be submitted to Manulife at least six (6) to eight (8) weeks before the end of the qualifying period. Any application for benefits under this plan must be made within six (6) months after the end of the qualifying period. Your plan administrator will provide you with the forms you need to claim.

## d) Application and Receipt of Benefits

If you become disabled, you may receive LTD benefits following a qualifying period of thirty (30) weeks of total disability.

LTD benefits are paid monthly and begin one month after you become eligible to receive them. These benefits are taxable.

## e) Recurrence of Disability

If, after you have completed the thirty (30) week qualifying period, you recover and return to active full-time work, but within six (6) months the same disability recurs, LTD benefit payments will resume immediately. However, if you have returned to work for more than six (6) months, or if you are disabled from an unrelated cause, the disability will be considered a new disability and you will have to again complete the qualifying period.

## f) Amount of Long-Term Disability (LTD) Benefit

The amount of LTD benefit you receive will be determined by the length of your continuous service as of the day before your first day of absence according to the following schedule:

- at least six (6) months 65% of regular earnings
- at least twenty (20) years 70% of regular earnings
- at least thirty (30) years 75% of regular earnings

This benefit will be based on your regular earnings in effect on the last day you are actively at work and will be reduced by all of the following:

- any earnings received from your Employer
- disability income benefits payable under any other disability income plan toward which your Employer contributes
- the amount of any disability or retirement pension receivable from an Employer's pension plan
- benefits entitled to from any government plan such as Workplace Safety Insurance Board (WSIB), Canada/Quebec Pension Plan, and Old Age Security.

The plan is allowed to recover benefits paid for loss of income when the injury or illness is the legal liability of a third party. If this applies to you, Manulife will contact you to obtain the information required to proceed with this process.

The minimum payment is fifty dollars (\$50.00) per month to age sixty-five (65).

## g) When Benefits Stop

Benefits are payable from the end of the qualifying period until the earliest of the following dates:

- (i) The day you cease to be totally disabled
- (ii) The day you engage in any occupation for wage or profit except as permitted under the Rehabilitation Benefit

- (iii) The day you cease medical care and treatment, or fail to provide proof of continuance of total disability to Manulife, as required
- (iv) The day you refuse to participate in an approved rehabilitation program
- (v) The date of your death
- (vi) The day you refuse to participate in vocational assessment
- (vii)The day you are confined in a prison or similar institution
- (viii) Your sixty-fifth (65th) birthday, if you become disabled before age sixty-four (64)
- (ix) The day twelve (12) months after the date of disability, if you become disabled after age sixty-four (64)
- (x) The date you fail to submit to a medical examination at Manulife's request, by a physician Manulife appoints.

## h) Waiver of Premiums

Premiums are not required for any full calendar months for which you are receiving LTD benefits.

#### i) Exclusions

To be considered totally disabled you must be under the active and continuous care of a physician licensed to practice medicine and be following the treatment prescribed by the physician for that disability:

All total disabilities are covered, excluding those resulting from:

- intentionally self-inflicted injury
- civil disorder or war, whether or not war was declared
- your commission or attempted commission of a criminal offence, excluding operating a vehicle while your blood contains more than eighty (80) milligrams of alcohol per one hundred (100) millilitres of blood.

### j) Rehabilitation Benefit

Employees who are receiving LTD benefits may require assistance to enable them to return to the work force. Each claim approved for benefits is reviewed in Manulife's rehabilitation department. You may be contacted by a rehabilitation consultant to help you develop and coordinate a rehabilitation program. A rehabilitation program can involve skill upgrading, educational programs, work trial in a new or related field or casual work prior to returning full-time to your own job. If you work casual as part of an approved rehabilitation program, your regular monthly disability benefit will be reduced by fifty percent (50%) of your rehabilitation earnings. If the total earnings received from this employment plus your reduced LTD benefit exceed one hundred percent (100%) of your pre- disability earnings, the disability benefit will be reduced so that the total equals your pre-disability regular earnings.

## k) Leaves of Absence

If you take an approved leave of absence, your benefits may be continued for a period of up to twelve (12) months by your participating Employer. If you are unable to return to work due to total disability, you will be considered disabled as of your scheduled return date.

## I) Portability of Coverage

If you terminate employment and go to work for another participating Employer within six (6) months, you will be immediately eligible for coverage under your new Employer's plan, providing you are actively at work on your first day of work. If due to injury or illness you are not actively at work on that day, then coverage will be effective after seven (7) days as described under joining the plan. Your level of coverage will be that offered under your new Employer's plan, and may differ from your previous coverage.

You must ask your new Employer to arrange this transfer of coverage within one (1) month of your first day of employment and inform your new Employer of all service counted toward coverage. If you fail to do so, you will have to provide medical evidence of your insurability, at your own expense, to complete the transfer of coverage.

#### m) Medical Appeals Process

If your application for disability benefits is denied at the onset on the basis of medical evidence, you can appeal that decision by submitting new medical evidence within three (3) months of the initial decline letter.

After you have followed this appeal process for declined claims and Manulife is satisfied that all available medical documentation has been submitted but our decision has not changed, you will be offered MAP (Medical Appeals Process) for final resolution of the claim.

First, you will be asked to sign an agreement and authorization form to continue on with this process. Then, you will appoint a physician to act on your behalf. Manulife's Medical Director or designate will act on Manulife's behalf. The two (2) physicians will jointly choose a third independent physician to review all available medical and functional evidence and undertake additional tests or examinations, as deemed necessary.

The decision of the independent physician to admit the claim or to maintain the decline is binding on you, Manulife and the Employer, and no further action can be taken. If the decision is to admit your claim, Manulife still has the right to periodic reviews of your condition to determine continuation of your benefits. The cost of the MAP process will be charged to the plan.

## n) When Your Coverage Terminates

Your membership in this plan terminates on the earliest of the date:

- you are not eligible
- you are not employed by the participating Employer
- you do not belong to a participating group
- you do not live in Canada

- your disability benefit terminates and you do not return to work
- the group benefit plan terminates.

If you are totally disabled on the date your membership terminates you will remain entitled to a benefit subject to the terms and conditions of the plan.

#### o) Definitions

### **Actively at Work and Active Work**

At work and able to perform all the regular duties of your occupation for one full working day or shift.

#### **Continuous Service**

A period of unbroken employment with your Employer, plus any additional eligible service as a result of a transfer from another participating Employer including:

- vacation days and holidays granted
- temporary layoffs
- interruptions of service approved by Manulife

### **Date of Disability**

The first day of regularly scheduled employment for which you cannot report due to injury or illness.

### **Total Disability and Totally Disabled**

Unable, due to injury or illness, to perform the regular duties pertaining to the occupation in which you participated immediately before becoming disabled, for the first two (2) years you are absent from work and not engaged in any gainful occupation that provides an income that is equal to or greater than the amount of monthly disability benefit payable under the plan.

Unable, after two years, due to injury or illness, to participate in any gainful occupation for which you are, or may become, fitted through training, education or experience.

### 20.04 Payment Pending Determination of W.S.I.B Claims

- a) If an employee is injured on the job and their supervisor excuses them from further duty for the balance of the shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.
- b) i) Although there will be no assignment of W.S.I.B. payments, the Claimant must immediately reimburse the Employer upon receipt of W.S.I.B. benefits for any advance of funds provided for in this clause. If a claim is disallowed by the W.S.I.B. the employee(s) shall repay the Employer the full amount owed at a rate of no less than ten percent (10%) of each net pay. Should the employee voluntarily resign their employment the amount owed will be deducted from monies owed to the employee by the Employer upon termination, and any outstanding balance still owed by the employee after that will be repaid within two (2) weeks. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied

towards the benefits to which the employee would be entitled under the short-term sick leave plan.

ii) This provision shall not apply in the event of lump sum or permanent disability awards.

## c) Applies to full-time only

The Employer shall advance to the employee eighty-five percent (85%) of the employee's net average earnings, until such time as Worker's Compensation benefits are processed, if the duration of an approved Worker's Compensation claim exceeds two (2) weeks. The employee must file a separate request for each two (2) week period.

## d) Applies to casual only

The net average earnings for casual employees will be calculated based on earnings in the twelve (12) month period preceding the accident.

#### 20.05 Medical Care Leave

With notice to the Employer of seven (7) calendar days, employees will be granted time off with pay to attend specialists' appointments. The employee must demonstrate proof of such appointments.

### 20.06 Workplace Accommodations

Employees who request a workplace accommodation will direct the request to the Employer. The Union will be notified of any workplace accommodations. The employee is entitled to Union representation in instances when a meeting is required, and the Union will be notified prior to any meetings.

#### 20.07 Return to Work

- a) Employees who are returning to work following a health-related absence are entitled to Union representation at Return to Work (RTW) meetings. The Union will be notified prior to RTW meetings. The Union will keep the Employer informed of the designated representative who will attend these meetings.
- b) It is understood that once the initial return to work plan has been developed, the employee's supervisor and/or Occupational Health Services the Employee Health Coordinator will meet with the employee. and the designated Union representative to present the plan and will circulate the plan to all parties. The employee is entitled to Union representation in these meetings. Further to that, the parties will meet on a regular basis as required.
- c) Problems with the employee's return to work should be discussed by the parties immediately.
- d) Any medical documentation related to the return-to-work plan requested by the Employer will be at the Employer's expense.

## **ARTICLE 21 - HEALTH AND WELFARE**

#### 21.01 Insured Benefits

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

#### a) Semi-Private Coverage

The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan in effect as of September 28, 1993, or comparable coverage with another carrier.

## b) Extended Health Care Coverage

The Employer agrees to contribute eighty-five percent (85%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993, (as amended below) or comparable coverage with another carrier providing for fifteen dollars (\$15.00) (single) and twenty-five dollars (\$25.00) (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage to include hearing aids three hundred dollars (\$300.00) per person every thirty-six (36) months and vision care maximum three hundred and fifty dollars (\$350.00) every twenty-four (24) months.

Effective on ratification, the Employer shall contribute ninety percent (90%), effective January 1, 2025, the Employer shall contribute ninety-five percent (95%), and one hundred percent (100%) effective January 1, 2026 of the premiums for an Extended Health Care Plan equivalent to the Blue Cross Extended Health Care Plan (no deductible on prescribed drugs).

### c) Life Insurance

The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under Manulife, or an equivalent plan.

## d) Dental Plan

The Employer agrees to contribute eighty-five percent (85%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan, as herein amended or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction. Dental recall including preventative services under the above Plan is increased to nine (9) months. Coverage of eligible employees under the Blue Cross Rider #2 Dental Plan (or equivalent) (complete and partial dentures) at 50/50 co-insurance to an annual maximum payment of one thousand dollars (\$1,000.00) and Blue Cross Rider #4 Dental Plan (or equivalent) (crowns, bridgework, and repairs to same) at 50/50 co-insurance to annual maximum payment of two thousand dollars (\$2,000.00).

Effective on ratification, the Employer shall contribute ninety percent (90%), effective January 1, 2025, the Employer shall contribute ninety-five percent (95%), and one hundred percent (100%) effective January 1, 2026 of the billed premiums for Dental plan.

## 21.02 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

#### 21.03 Pension Plan

Full-time employees shall be enrolled in the Ontario Municipal Employees' Retirement System (OMERS) pension plan and shall maintain their enrolment in the plan subject to its terms and conditions. Casual employees have the right to enroll into the Ontario Municipal Employees' Retirement System (OMERS) pension plan subject to its terms and conditions

## 21.04 Benefits for Casual Employees

A casual employee including a temporary employee shall receive in lieu of fringe benefits (being those benefits to an employee paid in whole or part by the Employer as part of direct compensation or otherwise, save and except wages, vacation pay, holiday pay, shift premium, weekend premium, overtime premium, separation allowance, bereavement pay, jury and witness duty, pregnancy pay, parental leave, education leave, injury pay, reporting pay, call back pay, standby pay, pension, retirement allowance) an amount equal to fourteen percent (14%) of their regular straight-time hourly rate of pay for all straight-time hours worked.

## 21.05 Early Retiree Benefit

Effective June 27, 2024, the Employer shall contribute ninety percent (90%) of the extended health care and dental premiums for an Early Retirement Plan for full-time employees who qualify in accordance with the OMERS guidelines, with a lifetime maximum of seventy-five thousand dollars (\$75,000) for claims. Effective January 1, 2025 this rate shall increase to ninety-five percent (95%). Effective January 1, 2026 this rate shall increase to one-hundred percent (100%).

### **ARTICLE 22 – WAGES AND PREMIUM PAYMENT**

### 22.01 Definition of Regular Straight Time Rate of Pay

The regular straight time hourly rate of pay is that prescribed in Wage Schedule "A" of the Collective Agreement.

## 22.02 Definition of Overtime

Overtime is defined as authorized hours worked in excess of the regular work day or work week as defined as in Article 14.01.

### 22.03 Overtime Premium

a) Except as provided in Article 16.04, the overtime rate shall be time and one-half (11/2) the employee's regular straight time hourly rate.

- b) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.
- c) If an employee elects to respond to an early call within thirty (30) minutes before the start of their shift and replace the prior employee, then they will be paid at the appropriate rate of overtime pay; the replaced employee will be paid in full until the end of their regularly scheduled shift.

### 22.04 Time Off in Lieu of Overtime

- a) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked. Time off in lieu from the overtime bank may be taken on a mutually agreed upon basis between the employee and the Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime.
- b) A request by an employee for time off in lieu of overtime shall not be unreasonably denied, it being understood that vacation requests shall supersede a request for time off in lieu of overtime.
- c) The Employer shall revert to payment of accumulated overtime when the employee requests to be paid, or where time off in lieu for accumulated overtime owing is not taken in the course of the fiscal year in which it was earned.

#### 22.05 Additional Paid Rest Periods

When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will allocate a rest period of fifteen (15) minutes duration.

#### 22.06 Paid Meal Break

- a) During a shift, a thirty-minute meal break will be provided every four (4) hours (within a one and one-half (1½) hour window).
- b) For an employee required to work two (2) hours overtime, a paid meal break shall be supplied by the Employer. A further meal break will be supplied for every four (4) hours continuous of overtime thereafter.
- c) An employee will only be paid for a meal if not at any paramedic base or an adequate facility (an adequate facility is a location sufficient for food preparation and consumption, as well as access to a restroom) and will be provided with up to a maximum of seventeen dollars (\$17.00) per meal provided that the employee submits a meal claim.

#### 22.07 Distribution of Overtime

a) Overtime will be offered in order of seniority on an equitable basis first to full-time employees, failing this, to casual employees. An available work opportunity offered and declined will be counted for the purpose of determining equitable distribution for overtime only. b) Overtime accumulated as a result of shift overrun will not be considered in the equitable distribution of overtime.

## 22.08 Reporting Pay

- a) Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report to work.
- b) An employee who reports for a meeting during an unscheduled day shall be paid a minimum of four (4) hours at straight time.
- c) When an employee is required to work on a non-scheduled shift of at least eight (8) hours, they will be paid for the full shift if reporting to work within one (1) hour of notification.
- d) The Employer will endeavour to schedule compulsory in-service in conjunction with a scheduled shift. Attendance at the in-service will be compensated at the employee's straight time rate of pay. If the CME is less than twelve (12) hours the employee will have the option to work following the CME or use vacation and/or banked time to cover.
- e) If the in-service is scheduled at a time, which is not in conjunction with a scheduled shift, attendance at the in-service will be compensated at a minimum of three (3) hours at straight time.

#### 22.09 Call-back

- a) A full-time or casual employee who has left the premises and is called back by the Employer within twenty-four (24) hours of the commencement of the last scheduled shift to meet emergency conditions shall be paid one and one-half (1½) times their straight time hourly rate of pay for all hours worked on a call-back with a minimum payment equivalent to four (4) hours pay at one and one-half (1½) times the regular straight time hourly rate of pay. However, when an employee is called back to work and the hours worked overlap with a paid holiday, the employee shall be paid double time for all time worked on a paid holiday.
- b) When an employee is requested by their Supervisor to commence their shift early, they shall be paid at the rate of one and one-half (1½) times the regular straight time hourly rate of pay, for all hours worked up to the start of the employee's regular schedule shift

### 22.10 Call-In

A casual employee who is called-in to work more than twenty-four (24) hours from the commencement of the last scheduled shift will be paid a minimum of four (4) hours at straight time.

## 22.11 Temporary Transfer

When an employee is temporarily assigned to a lesser-paid job, their wage rate shall not be reduced.

#### 22.12 Shift and Weekend Premium

Employees shall be paid a shift premium of one dollar and thirty cents (\$1.30) per hour for actual hours worked between 1600 and 0800 hours the following day.

Employees shall be paid a weekend premium of one dollar and thirty cents (\$1.30) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.

Effective January 1, 2025, employees shall be paid a shift premium of one dollar and thirty-five cents (\$1.35) per hour for actual hours worked between 1600 and 0800 hours the following day. Effective January 1, 2026, employees shall be paid a shift premium of one dollar and forty cents (\$1.40) per hour for all hours worked between 1600 and 0800 hours the following day.

Effective January 1, 2025, employees shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday. Effective January 1, 2026, employees shall be paid a weekend premium of one dollar and forty cents (\$1.40) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.

## 22.13 Daylight Savings Time

Changing the clock caused by daylight savings or standard time shall not cause paying other than normal scheduled rates in the week the change occurs.

## 22.14 Pay Day

- a) The Employer shall pay its employees no later than Thursday of the pay week. The employee's pay shall be deposited into the employee's bank account directly and the employee shall be provided with a pay stub showing the hourly rate of pay, year to date deductions, date of pay period, deductions made, the number of working hours both regular and overtime and the premiums.
- b) When there is an Employer error greater than one (1) shift in an employee's pay, the Employer will issue the amount owing through an accounts payable advance within three (3) business days of the error being identified, if requested. Reconciliation will occur on the employee's next pay day.
- c) When the Employer inadvertently overpays an employee, one (1) shift or less the overpayment shall be deducted from the employee's following pay cheque.
- d) An amount greater than one shift shall be deducted from the employee's pay cheques by a reasonable amount mutually agreed upon between the employee, Employer and the Union.

## **ARTICLE 23 – ACP TUITION LOAN**

The following program is intended to assist PCP staff in their attainment of the ACP classification. The approval is for up to six (6) PCP staff per year, to be accepted into the program.

It will be the responsibility of each PCP to make application with appropriate training institutions of their choice, for the attainment of the ACP job qualifications.

Once registered, a PCP may make an application for tuition assistance related to attainment of the ACP job classification.

Applications for the tuition loan program will be accepted until April 30<sup>th</sup>. Should the Employer receive more than six (6) requests for the ACP tuition loan in any calendar year, applications will be accepted as per seniority. Applications received after the April 30<sup>th</sup> deadline will be considered on a first-come first served basis, as long as space is available in the program.

The Employer will make available a loan of up to eighteen thousand dollars (\$18,000) per approved Paramedic to be used to pay for tuition fees for the ACP upgrading.

Any tuition loan will be subject to the County's Bank Prime Rate in effect on the date the agreement is signed.

Any employee who accepts the tuition loan from the Employer will enter a repayment schedule. Loan repayment in full shall be by payroll deduction of a fixed bi-weekly repayment amount over a term so specified within an agreement between the Employer and the employee, with such terms of repayment not to exceed thirty-six (36) months upon the completion of the program. Loan repayment will begin on the first pay period following the end of the academic (classroom) portion of the ACP Program. It is the employee's responsibility to notify the Service of the final day of the academic (classroom) term.

Should the applicant withdraw from, or be unsuccessful in the ACP Program, it is the responsibility of the employee to notify the Employer immediately. The repayment schedule, as defined above, will commence on the first pay period following notice to the Employer.

Should the employee leave the Service for whatever reason before repaying the loan, any monies the Employer has paid to the college on behalf of the employee, or any balance remaining on the employee's loan, is the responsibility of the employee and shall be repaid immediately, in full.

#### **ARTICLE 24 – REGULATORY BODY**

There will be no requirement for any bargaining unit member to become a member of a college or regulatory body unless required by a ministry directive, regulation or legislation.

When legislation requires employees to become members of a college or regulatory body, the Employer shall pay up to five hundred dollars (\$500.00) in costs per year towards the registration and membership fees.

#### **ARTICLE 25 – DURATION**

#### 25.01 Term

a) Except as otherwise provided, all terms and conditions in this Agreement shall be effective and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within one hundred and twenty (120) days prior to the termination date of December 31, 2026. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining. b) Within fifteen (15) working days of receipt of such notice by one (1) party, the other party is required to negotiate for a renewal or revision of the Agreement and all of its terms shall continue in force until a new Agreement is executed.

## 25.02 Retro Payments

The Employer shall pay the retro payments arising from Collective bargaining on a separate itemized direct deposit. Retro payments will be applied to the first payroll in each calendar year.

Signed this 20th day of September, 2024 in Pembroke, Ontario.

Signed on behalf of the Corporation of the County of Renfrew

Signed on behalf of CUPE and its Local 4698

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# **APPENDIX 1 – WAGE SCHEDULE**

			Jan. 1, 2024	Jan. 1, 2025	Jan. 1, 2026
		Expiry	(4.79%)	(3.25%)	(3.00%)
Paramedic - PCP	Start	\$38.91	\$40.77	\$42.10	\$43.36
Paramedic - PCP	After 540 hours	\$40.59	\$42.53	\$43.92	\$45.23
Paramedic - PCP	After 2184 Hours	\$42.27	\$44.29	\$45.73	\$47.11
Paramedic - ACP	Start	\$42.80	\$44.85	\$46.31	\$47.70
Paramedic - ACP	After 540 hours	\$44.66	\$46.80	\$48.32	\$49.77
Paramedic - ACP	After 2184 hours	\$46.51	\$48.74	\$50.32	\$51.83

## <u>APPENDIX 2 – LETTERS OF UNDERSTANDING</u>

#### **LETTER OF UNDERSTANDING**

#### between

## The County of Renfrew Paramedic Service

and

The Canadian Union of Public Employees and its Local 4698

Re: Recent Graduate Advanced Care Paramedic Consolidation Hours

Without Precedence and Prejudice

The County of Renfrew Paramedic Service and CUPE Local 4698 hereafter referred to as the "parties" recognize the unique situation that recent Advanced Care Paramedic graduates (ACP) are facing regarding the Ontario Ministry of Health requirement to fulfill and additional one hundred and sixty-eight (168) hours of consolidation prior to being fully recognized as a qualified ACP. Therefore, the parties agree to allow these recent ACP graduates to gain their consolidation hours via two (2) person ride-outs on a Community Paramedic Response Unit, shift reassignment as agreed upon, or with an ACP Commander.

This agreement embodies the following conditions:

- 1. Ride-outs on a CPRU are to be considered a part of consolidation hours and are not subject to wages, in lieu of benefits, vacation pay and seniority.
- 2. Ride-outs on a CPRU, once scheduled, may be refused in favour of a paid shift on an Ambulance with another ACP crew member.
- The parties agree that during the consolidation hours the ACP will be subject to coverage by Ontario Workplace Safety Insurance Board (WSIB). Any claim of injury or illness during consolidation hours are not accepted by WSIB will be the responsibility of the County of Renfrew Paramedic Service.
- 4. This Letter of Understanding will be in force pursuant to the current Collective Agreement

Signed this 20th day of September, 2024 in Pembroke, Ontario.

Signed on behalf of the Corporation of the County of Renfrew

Signed on behalf of CUPE and its Local 4698

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#### **LETTER OF UNDERSTANDING**

#### between

## The County of Renfrew Paramedic Service

and

## The Canadian Union of Public Employees and its Local 4698

Re: Assignment of Work - Article 14

#### February 24, 2024

## Without Precedent and Prejudice

Whereas; The Employer and Union are seeking a collaborative method of improving scheduling practices and process to meet operational requirements.

And whereas; the parties recognize that it is in the best interest of both parties to ensure mechanisms are in place to fill open shifts;

**Now therefore;** the parties agree, without prejudice to their respective positions, and without precedent to any future similar matters between CUPE and the County of Renfrew Paramedic Service the following:

- 1. The Employer in collaboration with the Scheduling Committee will begin investigating new scheduling software that offers greater automation, self-scheduling, and tracking capabilities.
- 2. The Employer agrees on a trial basis to the following scheduling process:
  - i. The Employer agrees on a trial basis, to allow staff to view open/available shifts and submitted availability within the current scheduling software.
  - ii. The first-round block fill process will consist of the following steps:
    - a. In order of seniority, casual employees will be contacted by the Employer by phone to select from open/available shifts for the first-round block fill.
    - b. Employees shall ensure that they are available to respond to phone calls during the first-round block fill process in accordance with the service block fill calendar.
    - c. Employees will be given ten (10) minutes to respond. If an employee does not return the phone call within ten (10) minutes, the next employee in order of seniority will be contacted to continue the process.
    - d. In the event an employee calls back outside of the ten (10) minute period, they will be offered open/available shifts at that point in the first-round block fill process.
    - e. If an employee is on shift working for the County of Renfrew during the first- round block fill process and cannot answer the phone when called, the Employer will attempt to facilitate the call-in process prior to assigning shifts based on their submitted availability.
    - f. If the Employer is notified by an employee that they will be unavailable during the firstround block fill process, they will be assigned shifts based on their submitted availability.

- g. Casual employees can be scheduled up to a maximum of one hundred sixty-eight hours (168) within a four (4) week block.
- 3. This agreement will be in place on a trial basis subject to end at any time with eight (8) week's notice.

Signed this 20th day of September	, 2024 in Pembroke, Ontario
Signed on behalf of the Corporation of the County of Renfrew	Signed on behalf of CUPE and its Local 4698
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#### **LETTER OF UNDERSTANDING**

#### between

## The County of Renfrew Paramedic Service

#### and

## The Canadian Union of Public Employees and its Local 4698

**Re: Acting Commanders** 

### Without Precedent and Prejudice

**Whereas**; operational needs may require the utilization of union members in non-union capacities as Acting Commanders.

**And Whereas**; it is in the interest of the Employer and the Union that the Commander position be consistently staffed, with appropriate compensation provided for the additional responsibilities.

**Now therefore**; the parties agree, without prejudice to their respective positions, and without precedent to any future similar matters between CUPE and the County of Renfrew Paramedic Service the following:

- 1. It is understood that when union members are working in assignments as Acting Commanders, these individuals are effectively non-union for the assignment.
- The employer can select Acting Commanders and assign shifts to Acting Commanders as the employer deems necessary. For the purpose of shift selection and assignment, Article 14 will not apply.
- 3. It is understood that when union members are working in assignments as Acting Commanders, for the duration of these assignments, these individuals will be governed by the Collective Agreement save and except for Article 22.06 Paid Meal Break.
- 4. Individuals when fulfilling the responsibilities and duties of an Acting Commander while working an Acting Commander shift shall receive the maximum ACP rate. In addition, a responsibility allowance of ten percent (10%) of the maximum ACP rate will also be applied, for the shifts(s) that the individual works in an acting capacity and is fulfilling the responsibilities and duties while working an Acting Commander shift.
- 5. This letter of understanding expires with the expiration of the Collective Agreement on December 31, 2026.

Signed this 20th day of September, 2024 in Pembroke, Ontario

Signed on behalf of the Corporation of the County of Renfrew

Signed on behalf of CUPE and its Local 4698

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#### **LETTER OF UNDERSTANDING**

#### between

## The County of Renfrew Paramedic Service

#### and

## The Canadian Union of Public Employees and its Local 4698

Re: Mental Health & Psychological Supports

### Without Precedent and Prejudice

Whereas; both the Employer and CUPE Local 4698 acknowledge the importance of employee wellbeing.

And whereas; the parties recognize the need for collaborative efforts and acknowledge a joint responsibility to achieve these goals and acknowledge the value of providing psychological supports to employees.

**And whereas;** the parties recognize that it is the best practice and consistent with Workplace Safety and Insurance Board (WSIB) policy for injured individuals to remain in the workplace and recover at work.

**Now therefore**; the parties agree, without prejudice to their respective positions, and without precedent to any future similar matters between CUPE Local 4698 and the County of Renfrew Paramedic Service the following:

- The Employer and CUPE Local 4698 will collaboratively work together to implement measures (for example education, joint communications and processes) aimed at supporting mental health and wellbeing for all employees. Both parties recognize the need to work together with the goals of preventing workplace mental health injuries resulting in lost time in order to maintain a healthy workforce.
- The Employer will provide members of CUPE Local 4698 with access to psychological supports from a qualified provider. The specific provider may be subject to change based on operational needs and the effectiveness of the services provided.
- 3. Any changes to the provider providing psychological supports will be communicated to the employees within a reasonable timeframe.
- 4. This agreement will be in force until December 31, 2026.

Signed on behalf of the Corporation Signed on behalf of the

Signed on behalf of the Corporation of the County of Renfrew

Signed on behalf of CUPE and its Local 4698

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#### **LETTER OF UNDERSTANDING**

#### between

## The County of Renfrew Paramedic Service

#### and

## The Canadian Union of Public Employees and its Local 4698

Re: Special Program Requirements & Selection Process

## Without Precedent and Prejudice

Whereas; the introduction, evolvement, and expansion of special programs within the service may necessitate specific qualifications and training requirements and require interested members to apply through postings or expressions of interest for these programs.

**And whereas**; it is essential to outline the training qualifications and requirements attached to these special programs and rotations to ensure operational needs are met and the competency and readiness of interested members.

**Now therefore;** the parties agree, without prejudice to their respective positions, and without precedent to any future similar matters between CUPE and the County of Renfrew Paramedic Service the following:

- 1. The Employer may introduce special programs within the service, which require members to apply for postings or express interest in participation.
- 2. Members interested in these special programs must have completed the designated training requirements in order to qualify for temporary rotations in special programs.
- 3. For permanent postings within special programs, the successful applicant will be placed in to the position upon successful completion of training.
- 4. Both parties recognize that individual contractors/third party providers provide a portion of required training and as such, timelines may vary. It is to the benefit of both parties to have the training provided expeditiously. The employer will endeavor to provide training timelines on the expression of interest.
- 5. This agreement will be in force until December 31, 2026.

Signed this 20th day of September , 2024 in Pembroke, Ontario

Signed on behalf of the Corporation of the County of Renfrew

Signed on behalf of CUPE and its Local 4698

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# **APPENDIX 3 - BENEFIT MATRIX**

Revised July 16, 2024	Manulife / 4704	Manulife / 4704	Manulife / 4704
County of Renfrew	Location 115, 115, 115 Class 115, 122, 127 Plan A4, A5 and A6	Location 116 Class 116 Plan AX	Location 116 Class 909 Plan ZH
Category	COR	COR	COR
Description	Active Paramedic Services	Retired Paramedic Services- retired prior to June 27, 2024	Retired Paramedic Services-retired after June 27, 2024
BASIC LIFE INSURANCE		n/a	n/a
-enrollment	mandatory		
-volume	2 times annual earnings		
-maximum	\$1,000,000		
non-evidence maximum	\$1,000,000		
-minimum	none		
-reduction	none		
-paid-up insurance	none		
-premium waiver	6 months		
-disability definition	own occ first 2 years any occ thereafter		
-maximum conversion	\$200,000 combined with Optional Life		
-eligibility waiting period	3 months		
-termination	age 65 or retirement, if earlier		
-Prior insurer / policy	Manulife / 28765		
-effective date	effective January 1, 2005		
-insurer / policy #	Manulife / 4704 (platform change)		
-effective date	September 1, 2015		
-renewal date	01-Jan		
-employer contribution	100%		
-particular provisions			
BASIC AD&D		n/a	n/a
-enrollment	mandatory	·	·
-volume	2 times annual earnings		
-maximum	none		
-minimum	none		
-premium waiver	6 months		
-disability definition	own occ first 2 years any occ thereafter		
-maximum conversion	n/a		
-eligibility waiting period	3 months		
-termination	age 65 or retirement, if earlier		
-Prior insurer / policy			
-effective date			
-insurer / policy #	SSQ / 1F900		
-effective date	January 1, 2005		
		1	



Revised July 16, 2024			
County of Renfrew	Manulife / 4704 Location 115, 115, 115 Class 115, 122, 127 Plan A4, A5 and A6	Manulife / 4704 Location 116 Class 116 Plan AX	Manulife / 4704 Location 116 Class 909 Plan ZH
Category	COR	COR	COR
Description	Active Paramedic Services	Retired Paramedic Services- retired prior to June 27, 2024	Retired Paramedic Services-retired after June 27, 2024
-renewal date	01-Jan	,	
-employer contribution	100%		
-particular provisions	n/a		
BASIC DEPENDENT LIFE		n/a	n/a
-enrollment	mandatory		
-volume (spouse / child)	\$10,000 / \$5,000		
-premium waiver	6 months		
-conversion privilege	spouse \$10,000- same condition as basic life		
-eligibility waiting period	3 months		
-termination	member's 65 birthday or retirement if earlier		
-insurer / policy #	Manulife / 4704		
-effective date	September 1, 2015		
-renewal date	01-Jan		
-employer contribution	0%		
-particular provisions	n/a		
OPTIONAL LIFE DIV 100		n/a	n/a
(EMPLOYEE)		,	<b>,</b> -
-volume	multiples of \$10,000		
-maximum	\$500,000		
-minimum	\$10,000 yes		
-proof of insurability	If an eligible person enrols for an amount of Custom Voluntary Life Insurance that exceeds \$30,000, they must submit evidence of insurability. If an eligible person enrolls more than 31 days after the date they became eligible, they must submit evidence of insurability.  If a member decides to increase the amount of insurance		
-premium waiver	6 months		
-conversion privilege	yes, maximum of \$200,000 including basic life		
-termination	earliest of no longer meets eligibility conditions or age 65		



	Manulife / 4704	Manulife / 4704	Manulife / 4704
	Location 115, 115, 115	Location 116	Location 116
County of Renfrew			
	Class 115, 122, 127	Class 116	Class 909
	Plan A4, A5 and A6	Plan AX	Plan ZH
Category	COR	COR	COR
Description	Active Paramedic Services	Retired Paramedic Services- retired	Retired Paramedic Services-retired
Description	Active Faramedic Services	prior to June 27, 2024	after June 27, 2024
-Prior insurer / policy	Manulife / 28765		
-effective date	January 1, 2005		
-insurer / policy #	Manulife / 4704 (platform change)		
-effective date	September 1, 2015		
-renewal date	01-Jan		
-particular provisions	n/a		
<u> </u>			
OPTIONAL LIFE DIV 100		n/a	n/a
(SPOUSE)		.,,-	.4.
-volume	multiples of \$10,000		
-maximum	\$500,000		
-minimum	\$10,000		
-proof of insurability	yes from 1st dollar		
proof of misurability	yes if optional life employee		
-premium waiver	premiums are waived		
	yes, maximum of \$200,000		
-conversion privilege	1		
· -	including basic dependent life		
	earliest of no longer meets eligibility		
-termination	conditions or age 65		
-Prior insurer / policy	Manulife / 28765		
-effective date	January 1, 2005		
-insurer / policy #	Manulife / 4704 (platform change)		
-effective date	September 1, 2015		
-renewal date	01-Jan		
-particular provisions	n/a		
OPTIONAL ACCIDENT INSURANCE (AD&D)		n/a	n/a
(EMPLOYEE)			
-volume	multiples of \$10,000		
-maximum	\$500,000		
-minimum	\$10,000		
-proof of insurability	n/a		
	yes if optional life premiums		
-premium waiver	for employee are waived		
-conversion privilege	n/a		
conversion privilege	earliest of no longer meets		
-termination	eligibility conditions or age 65		



Revised July 16, 2024	Manulife / 4704	Manulife / 4704	Manulife / 4704
	Location 115, 115, 115	Location 116	Location 116
County of Renfrew			
	Class 115, 122, 127	Class 116	Class 909
C-4	Plan A4, A5 and A6 COR	Plan AX COR	Plan ZH COR
Category	COR	Retired Paramedic Services- retired	Retired Paramedic Services-retired
Description	Active Paramedic Services	prior to June 27, 2024	after June 27, 2024
-Prior insurer / policy		·	•
-effective date			
-insurer / policy #	SSQ / 1F885		
-effective date	January 1, 2005		
-renewal date	01-Jan		
-particular provisions	n/a		
OPTIONAL ACCIDENT INSURANCE (AD&D)		n/a	n/a
(SPOUSE)		iya	iya
-volume	multiples of \$10,000		
-maximum	\$500,000		
-minimum	\$10,000		
-proof of insurability	n/a		
proof of insurability	yes if optional life premiums		
-premium waiver	for employee are waived		
-conversion privilege	n/a		
· -	earliest of no longer meets		
-termination	eligibility conditions or age 65		
-Prior insurer / policy	engionity conditions or age os		
-effective date			
-insurer / policy #	SSQ / 1F885		
-effective date	January 1, 2005		
-renewal date	01-Jan		
-particular provisions	n/a		
LTD		n/a	n/a
-enrollment	mandatory		
	Plan A4 - at least 6 months of service		
	but less than 20 years of service -		
	65% of gross		
-benefit formula (%) (excluding pension)	of monthly earnings *;		
	Plan A5 - at least 20 years of service		
	but less than 30 years - 70% of		
	gross monthly earnings *;		
	19 , 3 ,		
	Plan A6 - at least 30 years of service -		
	75% of gross monthly earnings *		
	* rounded to the next higher \$1.00		



Revised July 16, 2024			
County of Renfrew	Manulife / 4704 Location 115, 115, 115 Class 115, 122, 127 Plan A4, A5 and A6	Manulife / 4704 Location 116 Class 116 Plan AX	Manulife / 4704 Location 116 Class 909 Plan ZH
Category	COR	COR	COR
Description	Active Paramedic Services	Retired Paramedic Services- retired prior to June 27, 2024	Retired Paramedic Services-retired after June 27, 2024
-contribution to pension plan (%)	n/a	,	
-maximum (\$)	\$15,000		
-non evidence maximum (\$)	\$15,000		
-eligibility waiting period	Persons actively working on the effective date who were not previously insured - 6 months Persons who begin active work after the effective date - 6 months		
-waiting period	30 weeks		
-recurrence (waiting period)	3 weeks		
-recurrence (LTD)	6 months		
-all source maximum	100% of gross salary		
-taxable benefit	taxable		
-own occupation definition	24 months from the end of the gualifying period		
-any occupation definition	thereafter		
-direct offset	WSIB/CPP/QPP direct offset		
-monthly intergrated benefit (rehabilitation)	50% of rehabilitation earnings		
-pre-existing conditions	n/a		
-conversion privilege	n/a		
-termination	65th birthday or retirement if earlier Benefit Period = age 65 if disabled before age 64; 12 months after disability if disabled after age 64;		
-Prior insurer / policy	Manulife / 28765		
-effective date	January 1, 2005		
-insurer / policy #	Manulife / 4704 (platform change)		
-effective date	September 1, 2015		
-renewal date	%		
-employer contribution	100%		
-particular provisions	H.O.O.D.I.P minimum monthly benefit of \$50		



	Manulife / 4704	Manulife / 4704	Manulife / 4704
	Location 115, 115, 115	Location 116	Location 116
County of Renfrew			
•	Class 115, 122, 127	Class 116	Class 909
	Plan A4, A5 and A6	Plan AX	Plan ZH
Category	COR	COR	COR
Description	Active Paramedic Services	Retired Paramedic Services- retired	Retired Paramedic Services-retired
Description	Active raiametric Services	prior to June 27, 2024	after June 27, 2024
EHC			
-enrollment	mandatory	mandatory	mandatory
	proof of insurability request	proof of insurability request	proof of insurability request
late enrollment	after 31 days	after 31 days	after 31 days
	\$15 / \$25 (applicable to drugs, EHC	arter 31 days	
-deductible	1	\$10 / \$20 (n/a drugs)	\$10 / \$20 (n/a drugs)
!	& Vision Care)	100%	100%
-co-insurance			
-overall maximum	unlimited	\$45,000 lifetime	\$60,000 lifetime
-drugs	legally requiring a prescription and	prescription with	prescription with
	OTC if life sustaining	some OTC	some OTC
-drug card	yes	yes	yes
-maximum dispensing fee	\$7.50 per prescription	\$7.50 per prescription	\$7.50 per prescription
-deductible per prescription	none	none	none
vaccination for Hepatitis A, B and C	n/a	n/a	n/a
-fertility drugs	\$15,000 per lifetime	n/a	n/a
-anti-smoking drugs	n/a	n/a	n/a
-anti-obesity drugs	included	n/a	n/a
-treatment of sexual dysfunction	not covered	\$1,200 per calendar year	\$1,200 per calendar year
-generic substitution	yes	yes	yes
-medical marijuana	n/a	n/a	n/a
-medical manjuana	liya	\$20/day subject to a maximum	\$20/day subject to a maximum
t t	\$20/day for convalescent and		
-nursing home	chronic care	of 120 days per period of	of 120 days per period of
	440,000 1 1 1 1 1	confinement	confinement
-private duty nursing	max \$10,000 during a period of	max \$10,000 during a period of	max \$10,000 during a period of
	3 consecutive years	3 consecutive years	3 consecutive years
-massage therapist - maximum	\$225 overall max. per calendar year	\$300/cal. year*	\$300/cal. year*
-speech therapist - maximum	\$225 overall max. per cal. yr.	\$300/cal. year	\$300/cal. year
-clinical psychologist - maximum	T	\$300/cal. year	\$300/cal. year
	\$225 overall max. per cal. yr.	•	•
Mental Health Practitioners (clinical psychologist,	\$1,000 effective June 27, 2024		
clinical councilor, marriage and family therapist,	\$1,250 effective January 1, 2025		
psychoanalyst, psychotherapist and social worker.)	\$1,500 effective January 1, 2025		
	\$1,500 effective January 1, 2026 \$450 per calendar year		
-chiropractor - maximum	1	\$300/cal. year*	\$300/cal. year*
-	plus one X-ray maximum \$15	•	• •
	\$225 overall max. per calendar year	<b>***</b>	
-osteopath - maximum	plus one X-ray maximum \$15	\$300/cal. year*	\$300/cal. year*
	Pids one X Tay maximum \$13		



Revised July 16, 2024			
County of Renfrew	Manulife / 4704 Location 115, 115, 115 Class 115, 122, 127	Manulife / 4704 Location 116 Class 116	Manulife / 4704 Location 116 Class 909
	Plan A4, A5 and A6	Plan AX	Plan ZH
Category	COR	COR	COR
Description	Active Paramedic Services	Retired Paramedic Services- retired	Retired Paramedic Services-retired
	1.011.0 1.011.031.0 001.1100	prior to June 27, 2024	after June 27, 2024
-podiatrist - maximum	\$225 overall max. per calendar year plus \$100 for surgical removal of the nails or plantars warts per calendar year	\$300/cal. year*	\$300/cal. year*
-naturopath - maximum	\$225 overall max. per calendar year	\$300/cal. year*	\$300/cal. year*
-physiotherapist - maximum	unlimited	unlimited	unlimited
-acupuncturist - maximum	n/a	n/a	n/a
-biofeedback therapy - maximum	n/a	n/a	n/a
-hearing aids - maximum	\$300 / per person every 36 months	\$300 / 4 calendar years	\$300 / 4 calendar years
-orthopoedic shoes	limit to 2 pairs per calendar year or the greater of actual cost of adjustment or 50% of the total cost of foot wear	1 pair/year	1 pair/year
-orthotics	up to \$225 per pair and 2 pairs per calendar year	n/a	n/a
-out of province emergency coverage	yes	yes	yes
out of province hospital coverage	yes	yes	yes
	1 initial following a mastectomy	1 initial following a mastectomy	1 initial following a mastectomy
-external breast prosthesis	plus 1 every 2 calendar year	plus 1 every 2 calendar year	plus 1 every 2 calendar year
	thereafter	thereafter	thereafter
-transcutaneous nerve stimulators	n/a	\$700 / lifetime	\$700 / lifetime
-custom-made compression hose	\$25 per calendar year	2 pairs / calendar year	2 pairs / calendar year
-eligibility waiting period	1st day of the month following the date of hire	none	none
-termination	Last day of the month in which you cease to be eligible due to termination of employment, retirement, death, change in Planification	end of the month following attainment of age 65	end of the month following attainment of age 65



Revised July 16, 2024			
	Manulife / 4704	Manulife / 4704	Manulife / 4704
County of Renfrew	Location 115, 115, 115	Location 116	Location 116
County of Kalinew	Class 115, 122, 127	Class 116	Class 909
	Plan A4, A5 and A6	Plan AX	Plan ZH
Category	COR	COR	COR
Description.	Active Paramedic Services	Retired Paramedic Services- retired	Retired Paramedic Services-retired
Description	Active Paramedic Services	prior to June 27, 2024	after June 27, 2024
-Prior insurer / policy	Manulife / 28765	Manulife / 28765	
-effective date	effective January 1, 2005	effective March 1, 2006	
-insurer / policy #	Manulife / 4704 (platform change)	Manulife / 4704 (platform change)	Manulife / 4704
-effective date	September 1, 2015	September 1, 2015	effective June 27, 2024
renewal date	01-Jan	01-Jan	01-Jan
	75%	75%	
	85% effective January 1, 2020	85% effective January 1, 2020	90% effective June 27, 2024
-employer contribution	90% effective June 27, 2024	90% effective June 27, 2024	95% effective January 1, 2025
• •	95% effective January 1, 2025	95% effective January 1, 2025	100% effective January 1, 2026
	100% effective January 1, 2026	100% effective January 1, 2026	, ,
Particular Provisions	10070 011001100 101100 1100 11100 11100 11100 11100 11100 11100 11100 11100 11100 111	*Paramedical combined maximum	*Paramedical combined maximum
HOSPITAL CARE		n/a	n/a
-enrollment	mandatory		
-deductible	none		
-co-insurance	100%		
-room and board	difference between ward		
-room and board	and semi private		
-rehabilitation care	n/a		
	1st day of the month following the		
-eligibility waiting period	date of hire		
	Last day of the month in which you		
	cease to be eligible		
termination	due to termination of employment,		
	retirement, death,		
	change in Planification		
-employer contribution	100%		
particular provisions	n/a		
OUT OF COUNTRY COVERAGE		n/a	n/a
-enrollment	mandatory		
-deductible	none		
eligibility waiting period	1st day of the month following the		
-eligibility waiting period	date of hire		



	Manulife / 4704	Manulife / 4704	Manulife / 4704
County of Renfrew	Location 115, 115, 115	Location 116	Location 116
	Class 115, 122, 127 Plan A4, A5 and A6	Class 116 Plan AX	Class 909 Plan ZH
Category	COR	Retired Paramedic Services- retired	Retired Paramedic Services-retired
Description	Active Paramedic Services		
·		prior to June 27, 2024	after June 27, 2024
	Last day of the month in which you		
	cease to be eligible		
-termination	due to termination of employment,		
	retirement, death,		
	change in Planification		
-maximum length of trip	60 consecutive days		
-maximum	\$1,000,000 per covered person per		
maximum	trip 75%		
	85% effective January 1, 2020		
-employer contribution	90% effective June 27, 2024		
	95% effective January 1, 2025		
	100% effective January 1, 2026		
-particular provisions	n/a		
VISION CARE		n/a	n/a
-enrollment	mandatory		
-deductible	included with EHC		
-co-insurance	100%		
-maximum prescription glasses	\$250 / 24 consecutive months		
	(\$300 / 24 consecutive months		
	effective 1-1-2015)		
	(\$350 / 24 consecutive months		
	effective 6-27-2024)		
-maximum contact lenses	\$250 / 24 consecutive months		
	(\$300 / 24 consecutive months		
	effective 1-1-2015)		
	(\$350 / 24 consecutive months		
	effective 6-27-2024)		
-eye exam	<u>επετίνε 6-27-2024)</u> n/a		
-visual training	\$200 per lifetime		
-visual training	1st day of the month following the		
-eligibility waiting period	1 '		
	date of hire		



Category Description -termination	Manufife / 4704 Location 115, 115, 115 Class 115, 122, 127 Plan A4, A5 and A6 COR Active Paramedic Services Last day of the month in which you cease to be eligible due to termination of employment, retirement, death, change in	Manulife / 4704 Location 116 Class 116 Plan AX COR Retired Paramedic Services- retired prior to June 27, 2024	Manulife / 4704 Location 116 Class 909 Plan ZH COR Retired Paramedic Services-retired after June 27, 2024
Description	Active Paramedic Services  Last day of the month in which you cease to be eligible due to termination of employment,	Retired Paramedic Services- retired	Retired Paramedic Services-retired
Description	Active Paramedic Services  Last day of the month in which you cease to be eligible due to termination of employment,	Retired Paramedic Services- retired	Retired Paramedic Services-retired
<u> </u>	Last day of the month in which you cease to be eligible due to termination of employment,	prior to June 27, 2024	after June 27, 2024
-termination	cease to be eligible due to termination of employment,	F	
	Planification 75%		
-employer contribution	85% effective January 1, 2020 90% effective June 27, 2024 95% effective January 1, 2025 100% effective January 1, 2026		
-particular provisions	for employees and dependents		
DENTAL CARE			
-enrollment	mandatory	mandatory	mandatory
late enrollment	maximum \$150 for the first 12 months of coverage	\$125 per person for the first 12 months of coverage	\$125 per person for the first 12 months of coverage
-deductible	none	none	none
A) basic services			
-co-insurance	100%	100%	100%
-maximum	unlimited	\$5,000 lifetime	\$15,000 lifetime
-recall exam	every 9 months	2 times / year	2 times / year
-particular provisions	n/a	combined for basic services and supplementary basic services	combined for basic services and supplementary basic services
B) supplementary basic services (including			
endodontic and periodontal services			
-co-insurance	100%	100%	100%
-maximum	unlimited	\$5,000 lifetime	\$5,000 lifetime
(i) double-			
C) dentures	500	n/a	n/a
-co-insurance	50%		
-maximum -particular provisions	\$1,000 per calendar year		
-particular provisions			
D) major restorative			
-co-insurance	50%	n/a	n/a
-maximum	\$2,000 per calendar year children & adult		
-particular provisions			
E) orthodontics	n/a	n/a	n/a



Revised July 16, 2024			
County of Renfrew	Manulife / 4704 Location 115, 115, 115 Class 115, 122, 127 Plan A4, A5 and A6	Manulife / 4704 Location 116 Class 116 Plan AX	Manulife / 4704 Location 116 Class 909 Plan ZH
Category	COR	COR	COR
Description	Active Paramedic Services	Retired Paramedic Services- retired prior to June 27, 2024	Retired Paramedic Services-retired after June 27, 2024
-co-insurance			
-maximum			
-child coverage			
-adult coverage			
-dental fee guide	current	current less one year	current less one year
	based on ODA	based on ODA	based on ODA
-eligibility waiting period	1st day of the month following the date of hire	none	none
-termination	Last day of the month in which you cease to be eligible due to termination of employment, retirement, death, change in Planification	end of the month following attainment of age 65	end of the month following attainment of age 65
-Prior insurer / policy	Manulife / 28765	Manulife / 28765	
-effective date	effective January 1, 2005	effective March 1, 2006	
-insurer / policy #	Manulife / 4704 (platform change)	Manulife / 4704 (platform change)	Manulife / 4704
-effective date	September 1, 2015	September 1, 2015	effective June 27, 2024
-renewal date	01-Jan	01-Jan	01-Jan
-employer contribution	75% 85% effective January 1, 2020 90% effective June 27, 2024 95% effective January 1, 2025 100% effective January 1, 2026	75% 85% effective January 1, 2020 90% effective June 27, 2024 95% effective January 1, 2025 100% effective January 1, 2026	90% effective June 27, 2024 95% effective January 1, 2025 100% effective January 1, 2026
-particular provisions			

