

COLLECTIVE AGREEMENT

Between

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
on behalf of its LOCAL 231

and

THE CORPORATION OF THE CITY OF GUELPH

GUELPH UNIT &
WELLINGTON UNIT

FULL TIME/PART TIME

Duration: April 1, 2012 to March 31, 2015



Sector 1 – Ambulance
2-231-BPS-20150331-01

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ARTICLE 1 - PREAMBLE

1.01 WHEREAS it is the desire of the parties to this Agreement:

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- 3) To encourage efficiency in operation and co-operation in meeting legislative requirements including the Ambulance Act and regulations and amendments pursuant thereto;
- 4) To promote the morale, well-being, and security of all employees in the bargaining unit of the Union; and

WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive collective bargaining agent for all its employees employed by Guelph Wellington Emergency Medical Service working at or out of its ambulance bases located within the geographical boundaries of the City of Guelph (Guelph Unit) and the County of Wellington (Wellington Unit), save and except supervisors, persons above the rank of supervisor, office and clerical staff.

2.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without prior authorization from the Union.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union or in the matter of wage rates, training, upgrading and discipline. The Employer and the Union acknowledge and support the City of Guelph's Workplace Harassment and Discrimination Policy.
- 3.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without prior approval. Such request will not be unreasonably denied.
- 3.03 The parties agree that all work falling within the jurisdiction and normally performed by the bargaining unit employees shall normally be performed by the members of the Union (as stipulated in Article 2.01); however, it is expressly agreed that a maximum of one (1) Employer management personnel, per unit may undertake the performance of bargaining unit work providing no regular employee in the bargaining unit will lose regular scheduled shift hours of work.
- 3.04 No Strikes/No Lockouts:
The Employer agrees that there will not be any lockout of its employees and the Union agrees that there will not be any strike or cessation of work, refusal to work or to continue to work by employees, in combination or in concert, or in accordance with a common understanding, or a slowdown or other concerted activity on the part of the employees to restrict or limit the operations of the Employer.

ARTICLE 4 - DEFINITIONS

- 4.01 "Day" as used in this Agreement shall mean calendar days, and "working days" shall mean days upon which the offices of the Employer are open for the transaction of business. For the purpose of Short Term Disability (STD) eligibility, a "day" means a period of eight (8) hours of work. A "day" when referring to statutory holiday pay or sick leave accumulation shall consist of an eight (8) hour period.
- 4.02 "Seniority" shall mean the length of continuous service by an employee in the employ of the Employer, as defined in clause 13.01.

- 4.03 The word "probation" or "probationary" shall be deemed to refer to a period of testing and observation as defined in Article 12.01.
- 4.04 a) The word "employee" shall mean any person employed by the Employer in the bargaining unit as defined in Article 2.01 herein, who has completed their probationary period.
- b) The following categories of employees are recognized under this Agreement:
- Full time employees;
Part time employees;
- c) "Full time employees" are employees hired to work the full time hours of work set out in clause 22.01.
- d) "Part time employees" are employees who are not employed on a full time basis but who may work up to eighty (80) scheduled hours per pay period as set out in clause 22.01.

It is understood that part time employees are hired in accordance with the following:

- i) To replace a full time employee who does not report for work as a result of illness, injury or approved leave-of-absence, or any combination thereof, and
- ii) To provide for the temporary replacement of an employee who is on vacation, and
- iii) In order to offset possible overtime, however caused, provided that such does not reduce the normal hours of work of a full time employee.
- 4.05 "PI" where used in this agreement shall mean a "Primary Care Paramedic" as per the Ambulance Act.
- "PII" where used in this agreement shall mean an "Advanced Care Paramedic" as per the Ambulance Act.
- 4.06 The masculine pronoun, whenever used in this Agreement, shall also include the feminine, and the singular shall also include the plural.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes and acknowledges that the management of the stations and direction of the working force 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 and efficiency;
 - b) Hire, promote, classify, transfer, suspend and rehire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority, that they have been discharged or disciplined without just cause, may **be** the subject of a grievance and dealt with as hereinafter provided;
 - c) Make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
 - d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the work schedules, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.
- 5.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Employer rules or any of the provisions of this Agreement may be deemed to be just cause for discipline or dismissal of an employee; provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place, or to challenge the appropriateness of the penalty.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from the regular pay of each employee in the bargaining unit, commencing from the date of hire, an amount equivalent to such union dues as may be designated by the Union from time to time. The Employer agrees to remit this amount to the accounting department of the

Union, 100 Lesmill Road, North York, Ontario, not later than the fifteenth (15th) day of each month following deduction, accompanied by a list of names, and with the first dues deduction, the S.I.N. numbers of the employees from whose pay the dues have been deducted.

The Employer agrees that, should negotiations result in retroactive payment of salary increases, the Employer will deduct the amount of dues required by the Article at the time the payment is made.

- 6.02 The Employer agrees to include on the T4 slips of each employee affected by this Article the annual total of dues deducted.
- 6.03 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised will continue to be deducted until changed by further written notice to the Employer.
- 6.04 The Union will indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.
- 6.05 At the Union's request, the Employer agrees to continue to pay an employee, authorized to perform Union business, wages and benefits related to any previously scheduled shift, for which that employee will be off on approved Union business leave which is not paid for by the Employer under another clause of this Agreement. The Union agrees that it will reimburse the Employer for the employee's wages and related benefits.

ARTICLE 7 - BARGAINING COMMITTEE

- 7.01 a) A Union bargaining committee shall be appointed and shall consist of not more than three (3) members at the ambulance service who are employees of the Employer. The Union shall have the right to have the assistance of representatives of O.P.S.E.U. when dealing or negotiating with the Employer.
- b) Regular work time spent by the employees who are members of the Union bargaining committee in direct negotiations with the Employer shall be paid by the Employer at regular straight time rates, up to, but not including, conciliation. Compensation under this article for regular work time lost will be for one (1) full day of regular work.

ARTICLE 8 – UNION EXECUTIVE/MANAGEMENT COMMITTEE

8.01 A Union Executive/Management Committee shall be established consisting of up to three (3) representatives, including the Chief Steward from each unit, of the Union and up to three (3) representatives of the Employer. The committee shall enjoy the full support of both parties in the interest of maximum service to the public. It is agreed that Union representatives on this committee will not suffer any loss of wages when attending committee meetings during their scheduled shifts.

8.02 The committee will make recommendations concerning the following general matters:

- 1) improving relations between the Employer and Union;
- 2) operating efficiently;
- 3) improving service to the public;
- 4) promoting safety and sanitary practices;
- 5) reviewing suggestions from employees, questions of working conditions and service;
- 6) correcting conditions which may result in grievances and misunderstandings.

The committee will meet at the request of either the Union or the Employer, but in any event, the committee will meet at least once every four (4) months at a mutually agreeable time and place. Committee members shall receive a notice of the meeting at least two (2) weeks in advance of such meeting and the proposed agenda shall be attached to the notice.

The committee will have the power to make recommendations to the Union and the Employer with respect to discussion and conclusions.

ARTICLE 9 - STEWARDS AND COMMITTEE MEMBERS

9.01 The Employer acknowledges the right of the employees to appoint or otherwise select a Union committee, which shall be composed of not more than **five (5)** stewards from the Guelph Unit and one (1) steward designated from each of the stations in the County of Wellington Unit. The stewards shall have completed their probationary period and be regular employees of the Employer during their time of office. The names of the stewards shall be given to the Employer in writing and the Employer shall not be required to recognize the stewards until it has been so notified.

- 9.02 The right of the steward to leave his work without loss of pay to attend to Union business between Union and Employer is granted on the following conditions:
- 1) The time shall be devoted to prompt handling of necessary Union/Management relations on premises and subject to call on scheduling;
 - 2) The stewards concerned shall obtain the permission of their supervisor before leaving their work, and shall report to their supervisor upon return and such permission shall not be unreasonably withheld;
 - 3) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- 9.03 Only two (2) employees at any one time may be granted a leave-of-absence without pay and subject to service scheduling to attend Union meetings, provided that at least ten (10) working days written notice is given by the Union to management prior to the absence.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 For purposes of the Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.
- 10.02 At the time any discipline is imposed or at any stage of the grievance procedure an employee shall have the right to the presence of a steward. A copy of any written discipline, given to any member will also be given to the Union at the same time.
- 10.03 Suspension or Discharge
In the case of suspension or discharge, the Chief Steward or President for the Union and the EMS Chief or EMS Assistant Chief, Director of Emergency Services, and the Manager of Labour Relations will be involved. The employee will be provided notice in advance of the meeting.
- 10.04 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union and the employees.

10.05 Extension to Time Limits

The time limits outlined in the Grievance Procedure may be extended by mutual agreement of the parties, in writing. If time limits are not met in the grievance procedure, either party may advance the grievance to the next step.

10.06 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a Union steward. Such a complaint shall be discussed in person within seven (7) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee, and failing settlement within seven (7) working days following their immediate supervisor's decision, in the following manner and sequence:

Step No. 1

The employee, shall be accompanied by a Steward, may submit a written grievance signed by the employee to their immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and must specify the provisions of the Agreement which are alleged to be violated. The Union, along with the grievor, the supervisor and the EMS Chief or EMS Assistant Chief **or an EMS Commander** may meet to discuss the grievance at a time and place suitable to both parties. The EMS Chief or EMS Assistant Chief will deliver the decision in writing within seven (7) working days following the day on which the grievance was presented. Failing settlement or response, then:

Step No. 2

Within seven (7) working days following the receipt of the decision under Step No. 1, the grievance may be submitted in writing to the Manager of Labour Relations or their designate. A meeting will then be held between the Manager of Labour Relations, Director of Emergency Services, EMS Chief or EMS Assistant Chief and the employee accompanied by a Chief Steward, within seven (7) working days of the submission of the grievance at Step No. 2. The decision of the Employer shall be delivered in writing within seven (7) working days following the date of such meeting.

Step No. 3

(a) Failing settlement under the foregoing procedure any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be

submitted in writing to the Manager of Labour Relations to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such request is postmarked within fourteen (14) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

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

10.07 Policy Grievance

A policy grievance is defined as a complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement. It shall be presented at Step No. 2 within fourteen (14) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood that the provisions of this Article may not be used with respect to a grievance directly affecting an employee where such employee could institute the regular grievance procedure.

The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement. The grievance shall be filed in writing with the Union at Step No. 2.

10.08 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they must present a group grievance in writing identifying each employee who is grieving to the Manager of Labour Relations or their designate within fourteen (14) calendar 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 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

10.09 Discharge Grievance

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 seven (7) working days after the date of the discharge or suspension.

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Chief Steward or President of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.

10.10 Arbitration

When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement.

10.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

10.13 The parties may agree to refer one or more grievances through the Expedited Arbitration process as per Section 49 of the Ontario Labour Relations Act.

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

10.15 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.

10.16 Upon reasonable notice to the Employer, employees whose attendance is required at an arbitration hearing will receive permission to be absent from work to attend such hearing.

10.17 The decision of the Arbitrator shall be final and binding on both parties.

ARTICLE 11 - ADVERSE REPORT

11.01 An employee shall be notified in writing of any expression of dissatisfaction concerning their work within two (2) weeks of the date management becomes aware of the complaint. The Employer shall notify the unit steward that the Employer has received an adverse report on a particular employee within the two (2) week period noted above. Where requested, the Employer agrees to meet with the employee to discuss the report. The employee will have the right to the presence of a Union steward. The employee's written reply to such report will become part of their file.

Failure to comply with this provision will deem the adverse report null and void.

11.02 It is understood that all disciplinary documentation will be removed from an employee's file after eighteen (18) months of the date of issue.

11.03 The Employer agrees that all employees shall have the right to view their files. An employee will receive a copy of any document placed in their file.

11.04 An appointment to review their employee file must be booked a minimum of twenty four (24) hours in advance with Human Resources.

ARTICLE 12 - PROBATION PERIOD

12.01 a) Full Time:

A full time employee shall be on probation until they have worked a total of six (6) months.

b) Part time:

A part time employee shall be on probation until they have worked a total of nine hundred and twenty five (925) hours. A probationary employee shall have all rights and entitlements under the Collective Agreement save and except the grievance and arbitration provisions.

c) Dismissal or Discipline of a Probationary Employee:

The dismissal or discipline of a probationary employee shall not form the subject matter of a grievance nor shall it be referred to arbitration nor shall a board of arbitration have jurisdiction to consider the matter. After completion of the probationary period, seniority shall be effective from the date of hiring.

d) One Probationary Period:

An employee shall only be required to serve one (1) probationary period.

ARTICLE 13 - SENIORITY

13.01 Seniority for full time employees is defined as the length of full time service with the Employer from the date of hire. Seniority for part time employees shall be based on the number of hours worked. (For clarification, seniority will include employment with Royal City Ambulance and continue with the City of Guelph).

Effective April 1 2006, any employee who accepts a supervisory position, and who subsequently accepts a position in the bargaining unit shall begin as a new employee having no seniority. Any employee in a supervisory position prior to April 1, 2006 and who accepts a position in the bargaining unit shall retain all their seniority they had previously acquired before becoming a supervisor.

Part time employees who move within the bargaining unit to a full time position and vice-versa shall transfer seniority based on eighteen hundred and fifty (1850) hours equalling one (1) year. In the event a part time employee becomes a full time employee without any break in the employment relationship, all part time hours worked by a part time employee at Guelph - Wellington EMS may be transferred for the purpose of full time seniority. This seniority will be for vacation, shift scheduling and one year on the salary scale.

13.02 The Employer shall maintain a seniority list showing the date on which each employee's service commenced. Seniority lists will be updated twice yearly.

13.03 **Seniority lists will be revised twice a year; a copy of the list will be posted in the ambulance station and a copy given to the Union. The parties agree that when an employee transfers from the Guelph bargaining unit to Wellington County bargaining unit or vice versa, the employee will retain their Corporation wide seniority in respect of job posting and layoff and recall rights.**

13.04 Job Postings

(a) Where a permanent full time or part time vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be

posted at all bases operated by the City of Guelph for a period of **ten (10)** calendar days. Vacancies will be posted on bulletin boards as well as electronically. Applications for such vacancy shall be made in writing within the **ten (10)** day period referred to herein. Applications from the bargaining unit where the vacancy or new position exists will be accepted and processed prior to applications from outside of the bargaining unit.

- (b) Where a permanent vacancy or a temporary vacancy of one (1) month or more is a full time position or "line" on the schedule, current full time employees within the bargaining unit will be allowed to transfer into the vacant "line" prior to the job posting process. A notice of "transfer" for full time employees will be posted in the bases of the bargaining unit where the vacancy exists for a period of **ten (10)** calendar days. Selection will be by highest senior applicant. The resulting vacancy will then be posted and filled as per the provisions of this Agreement. **All permanent vacancies will be posted within thirty (30) calendar days, unless an extension has been mutually agreed to.**
- (c) The postings shall stipulate the following;
- job title and number of vacancies
 - qualifications
 - station
 - position number
 - status (FT PT ACP or PCP)
 - working hours
 - pay range
 - opening and closing dates
 - anticipated duration dates for temporary postings
- A copy of the posting(s) will be provided to the Chief Steward at the time of posting.
- (d) In determining the successful candidate, the senior applicant able to meet the normal qualifications of the job shall be selected and a notice of same will be provided to the Chief Steward within fourteen (14) days of notification to the successful applicant.
- (e) The name of the successful applicant will be posted on the bulletin board of each base for a period of **ten (10)** calendar days.
- (f) The order of application consideration will be as follows;

- **full time employees within the bargaining unit. If no successful applicant then,**
- **full time employees in the alternate (Guelph or Wellington) bargaining unit. If no successful applicant then,**
- **part time employees in Guelph Wellington EMS. If no successful applicant then,**
- **the Employer may hire externally.**

The Employer will post and fill the job, as per the vacancy that exists, either ACP or PCP. If an ACP vacancy exists after the above hiring sequence, it may be posted as a PCP vacancy.

(g) Seniority Calculation on Transfer:

In the event that a full time employee transfers to part time status or part time to full time; seniority shall be on the basis that 1850 hours will equal one (1) year. This seniority will be for the purpose of job competition, layoff/recall, and placement on the wage grid.

(h) Posting of Temporary Vacancies:

Temporary vacancies caused by a full time employee being assigned out of or granted a leave-of absence from their home position shall be posted in accordance with clause 13.04 provided that the temporary vacancy is expected to last one (1) month or longer. The duration of the position will be dependant on the return of the absent full time employee.

Once approved for a temporary vacancy the part time employee can not apply to another temporary vacancy unless that temporary vacancy begins after the original posted end date of the current assignment.

(i) Layoff Procedures

When it becomes necessary to reduce the number of full time positions, the Employer shall initiate the following procedure:

- 1) Employees and supervisors shall cease to work scheduled overtime at any station if such overtime hours can reasonably be made available to any laid-off full time employee.

- 2) It is understood that a manager's hours of work on the vehicle will be restricted to twenty-four (24) hours per week, in the event of layoff of a full time employee.
- 3) The regularly scheduled full time employee with the least seniority working at any station, shall be laid off.

It is understood that the full time employee laid-off in such a situation will automatically become the most senior part time person, and as such will be eligible for as many part time hours as possible to a maximum of **eighty-four (84)** hours per two (2) week pay period.

A full time employee who becomes a part time employee under this provision retains recall rights into full time positions, which may become vacant within the bargaining unit.

In the event of more than one (1) full time employee being laid-off at the same time, the distribution of the available part time hours between the laid-off full timers shall be determined by mutual agreement between the parties. Failing mutual agreement, all available part time hours shall be distributed by seniority to a maximum of **eighty-four (84)** hours per person per two (2) week pay period.

13.05 Seniority shall accumulate in the following circumstances only:

- a) When off work due to layoff with expected recall, seniority shall continue to accumulate for a period of time equal to one (1) year;
- b) When off work due to sickness or accident, subject to Article 13.06;
- c) When off work due to personal leave-of-absence, then seniority will continue to accumulate for the first six (6) calendar months of such leave or for the length of time an employee is off on pregnancy and/or parental leave under the Employment Standards Act, 2000;
- d) When absent on vacation with pay or on a paid holiday;
- e) When actually at work for the Employer.

13.06 Seniority shall terminate and an employee shall cease to be employed by the Employer when they:

- a) Voluntarily quits their employment with the Employer;

- b) Is discharged and is not reinstated through the grievance procedure or arbitration;
- c) Subject to the provisions of the Workplace Safety and Insurance Act, where the employee is off work due to sickness or accident, they shall retain and accumulate their seniority for one (1) year (except long term disability - two (2) years from the date of commencement of L.T.D.);
- d) Fails to report for work within five (5) working days after being notified by the Employer of recall;
- e) Fails to return to work upon the termination of an authorized leave-of-absence unless there has been a mutually agreed upon extension of the leave-of-absence;
- f) Accepts gainful employment while on a leave-of-absence without first obtaining the consent of the Employer in writing and such consent will not unreasonably be withheld;
- g) Is absent from work for two (2) consecutive scheduled shifts unless absent due to verified illness or unless such absence is approved by the Employer. Such approval will not unreasonably be withheld. Verification of illness must be tendered to management by the end of the following pay period, if requested by the Corporation. If there is a charge made by the physician for such certificate, such charge shall be paid by the Corporation.

The employee when on vacation or leave-of-absence shall notify the Employer within seventy-two (72) hours in the event that he is not able to report for work at their scheduled starting time.

- h) Part time Scheduling:
 1. **Part time employees will belong to either the Guelph or Wellington Unit. In order to increase the opportunity for part time employees to access more hours, the parties agree to the following arrangement.**

Part time employees can make themselves available to work extra shifts in the opposite unit. When a vacant shift is available it will be offered first to the part time employees in that unit as per 13.06(h) 5. If after offering that shift no part time employee within

that unit takes that shift it will be then offered to part time employees in the opposite unit as per 13.06(h) 5. Part time employees who choose not to make themselves available for the opposite unit, will not be required to work in that unit.

2. All part time paramedics shall submit their scheduling availability by the first (1st) day of the month, two (2) months prior to the month being scheduled. The schedule will be posted one (1) month prior to its commencement.
3. Once the schedule is posted, part time paramedics can update their unscheduled availability without penalty, up to the fifteenth (15th) of the month prior to the commencement of the schedule.
4. On the first occasion where their availability was not submitted on time in a calendar year, the part time paramedic will not receive scheduled shifts for that month, but will be eligible for call-in. On the second occasion where their availability was not submitted on time, the part time paramedic will not be scheduled or eligible for call-in for that month and the employee along with the Union representative shall meet with the Employer to discuss the issue.
On the third occasion, the part time paramedic shall be terminated.
5. All part time hours of work shall be distributed to the part time paramedic with the fewest number of hours on the current posted schedule where availability was indicated on the day the call-in is being scheduled. Where shifts are equal, it will be by seniority.
6. Part time paramedics shall be available to be scheduled a minimum of six (6) days (all shifts, including two (2) weekend days, either Saturday or Sunday), in a calendar month.
7. Part time paramedics shall be available for work as required and assigned, on a rotational basis by the Employer on Christmas Holiday (including December 24th , 25th and 26th) or New Year's Holiday (including December 31st and January 1st), unless excused by the Employer.
8. A part time paramedic who;
 - a) indicated availability on their schedule to work a shift and refuses to work that shift providing they have had

at least one (1) week's notice or, b) cancels a scheduled shift;

The following will apply;

- i) After two (2) such refusals or cancellations in a calendar year, the part time paramedic along with the Union representative shall meet with the Employer to discuss the issue.
 - ii) After the third (3rd) such refusal or cancellation in a calendar year, the Employer will notify the part time paramedic in writing of the concern and potential termination. A copy of the letter will be sent to the Union.
 - iii) After the fourth (4th) refusal or cancellation in a calendar year, the part time paramedic shall be terminated.
9. This article does not apply where the part time paramedic provides medical evidence or reasons acceptable to the Employer or that fall within the entitlements under the Collective Agreement or pertinent legislation.

ARTICLE 14 - JOB SECURITY

14.01 Access to Part Time Hours:

On layoff, a full time employee will be offered first opportunity to work part time hours at their Service up to their normal weekly hours of work provided they are willing to accept this work at the prevailing wage and benefit levels applicable to part time employees and provided they are able and qualified to perform the work.

This opportunity applies for the duration of layoff as long as recall rights exist for the laid off employee. Any severance pay owed to such employee in the event of layoff is not payable for the duration of time during which the employee is accessing part time hours under this provision. If the employee has not been recalled to full time employment as of expiration of their recall rights, their severance pay entitlement will be based on the employee's entitlement to severance pay as a full time employee and will be paid as of the expiration of recall rights. On payment of severance pay, any subsequent access to part time employment is only on the mutual agreement of the Employer and employee.

In the event of a permanent layoff, a full time employee shall receive four (4) months of layoff notice or pay in lieu thereof. The notice period shall begin when the employee receives written notice. Copies of such notice will be provided to the Union Local. The employee is deemed to receive notice on the date written notice is given to them by hand or the date of registration, if given by registered mail. Permanent layoff is any layoff which is greater than one (1) month in duration.

In the event of a layoff of less than one (1) month in duration but greater than one (1) shift in duration, it is agreed that a laid off full time employee will have first access by seniority to any scheduled overtime and scheduled part time work up to the normal weekly full time hours of work or any other unscheduled hours that become available up to the normal weekly full time hours of work. During such layoff, the full time employee will be eligible for the full time benefit provisions of the Collective Agreement.

In the event of a layoff of a full time employee, employees shall be laid off in reverse order of their seniority, provided ability and qualifications are relatively equal to do the required work.

Where a more senior employee in the Primary Care Paramedic classification is deemed not to have relatively equal ability and qualifications to a more junior Primary Care Paramedic because they have not received a certification in the delegated medical acts required of a Primary Care Paramedic and therefore has been given notice of layoff, such employee will be provided the opportunity during the notice period to obtain the necessary certification for the aforementioned delegated medical acts at the Employer's expense. This opportunity does not apply to a Primary Care Paramedic employee who has not attained AEC certification.

If a Primary Care Paramedic employee provided an opportunity as above is unable to access a certification program during the notice period, they will be deemed to have relatively equal ability and qualifications for the purpose of layoff provided they successfully obtain the requisite certification at the first available opportunity.

In the event a senior employee obtains the necessary certification under this clause and accordingly, a more junior employee is laid off, such junior employee shall not be entitled to notice of layoff or pay in lieu under this provision but rather shall be entitled to the balance of the notice period remaining as of such certification but not less than two (2) weeks of notice or pay in lieu thereof.

14.02 Recall Rights:

- a) Where a full time employee has been laid off and such employee has completed their probationary period prior to the date of layoff and a full time position becomes vacant in the bargaining unit pertaining to their Employer, notice of this vacancy shall be forwarded to such employee at least seven (7) days prior to the closing date of the competition for the vacancy and such employee shall be appointed to the vacancy if:
- i. He has applied for the vacancy prior to the closing date;
 - ii. He is able and qualified to perform the required duties. In the event of a Primary Care Paramedic on layoff, who does not possess the necessary certifications to perform delegated medical acts pertaining to the Primary Care Paramedic classification, they will be deemed qualified to perform the required Primary Care Paramedic duties if they obtain the necessary certifications by the closing date of the competition.
 - iii. No other person who is able and qualified to perform the required duties and who has a greater length of continuous service applies for the vacancy pursuant to this subsection.
- b) A person shall lose their recall rights if they do not accept an appointment in accordance with subsection 1, or having accepted an appointment in accordance with subsection 1, they fail to report for duty within two (2) weeks of receiving notice of the appointment, or are otherwise not recalled for a period of eighteen (18) months following layoff.

The Employer shall not hire any new employee to perform work normally performed by bargaining unit employees while a bargaining unit member is on layoff with recall rights, and is able and qualified to perform the required duties of the position.

14.03 Sale or Transfer of Business:

- a) In the event that there is a sale of the Employer's business, the Employer agrees to recommend to the purchaser that it give first consideration to the full time employees in the bargaining unit for available positions in the business being purchased subject to the necessary ability and qualifications being present. Should less than the full complement of full time employees be offered positions by the purchaser, the Employer will recommend to the purchaser that

offers of Employment will be on the basis of seniority subject to the necessary ability and qualifications being present.

- b) Where an employee is employed by the purchaser at the employee's hourly rate of pay as of the date of the sale and where the employee's service as of the date of the sale is recognized by the purchaser for the purpose of vacation entitlement, wage grid position and severance pay on termination by the purchaser or death of the employee, the employee will be deemed to have resigned and severance pay will not be applicable. If the employee declines such an offer of employment, it will be deemed that they have refused an offer of reasonable continued employment and they will not be eligible for any severance pay unless the employee is eligible for severance pay under Article 15.04 (f) (Factor 80) prior to the date of sale.
- c) In the event that an employee does not receive an offer of employment by the purchaser and is terminated by the Employer or receives an offer of employment that is less than their hourly rate of pay as of the date of the sale or that does not recognize their service as of the date of the sale for the purpose of vacation entitlement, wage grid position and severance pay on termination by the purchaser or death of the employee, they will be eligible for severance pay under the Collective Agreement whether they decline or accept such job offer.

14.04 Merger with Another Service Provider:

Guelph - Wellington EMS agrees to include in any merger or acquisition agreement with another service provider, in which Guelph – Wellington EMS is the purchasing entity, that pending any decision on any representation, certification, or displacement application before the Ontario Labour Relations Board, existing bargaining rights and Collective Agreement entitlements will remain in force and effect for all members of the OPSEU bargaining unit.

14.05 Voluntary Exit Option:

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

14.06 Pay in Lieu:

With mutual consent of the Employer, an employee who has received notice of layoff may resign and receive equivalent pay in lieu of notice in addition to any severance payment owed to the employee on layoff.

14.07 Decertification:

An Advanced Care Paramedic who is deactivated and/or decertified by Base Hospital or the Ministry of Health, but retains certification in SAED and Symptom Relief skills will be allowed to work as a Primary Care Paramedic, on a temporary basis, for a maximum period of six (6) months, while endeavouring to obtain reactivation or re-certification. If such Paramedic has not obtained reactivation and/or re-certification by the end of the aforementioned six (6) month period, they will become a Primary Care Paramedic on a permanent basis. If the employee is successful in obtaining the required re-certification and/or reactivation during the six (6) month period referred to above, they will return to Advanced Care Paramedic status.

An Advanced Care Paramedic who is otherwise deactivated and/or decertified by Base Hospital or the Ministry of Health will be assigned non-patient care duties for a maximum of a **two (2)** week period. If the employee has not obtained reactivation and/or re-certification within this two (2) week period, the employee will be placed on a temporary layoff without pay for a maximum period of six (6) months. Insurance benefits and employment status will be maintained for the six (6) month period. If the employee is successful in obtaining the required re-certification and/or reactivation during the six (6) month period referred to above, they will return to Advanced Care Paramedic status.

If there is an outstanding judicial review challenging the deactivation and/or decertification, the Employer will extend the initial six (6) month period up to an additional six (6) months with insurance benefits and employment status remaining. The employee will be terminated after one (1) year on layoff notwithstanding any continuing judicial review. It is understood that during the layoff period benefits will not include short term or long term disability coverage.

If there is no outstanding judicial review and the employee has not obtained re-certification and/or reactivation by the end of the initial six (6) month period, the employee will be terminated. If the employee has only obtained SAED and Symptom Relief skills by the end of this period, the employee will become a Primary Care Paramedic on a permanent basis, provided there is a permanent PCP vacancy available, in the bargaining unit.

If there is no Primary Care Paramedic vacancy available, the Advanced Care Paramedic will have the option of displacing the least senior Primary Care Paramedic in the bargaining unit, providing they provide the Employer with sufficient notice of intention to displace within the six (6) month "recertification period" referred to above, in order to allow the Employer to provide the Primary Care Paramedic being displaced with at least four (4) months notice of layoff under clause 14.01. Any such displacement will not occur until this notice period is completed.

In the alternative, if there is no Primary Care Paramedic vacancy available, the Advanced Care Paramedic will have the option of becoming a part time employee with first claim on part time hours of work in the bargaining unit under the provisions of clause 14.01.

If a Primary Care Paramedic is displaced by an Advanced Care Paramedic no longer certified at the Advanced Care Paramedic level as set out above, they shall receive a notice of layoff and become a part time employee in the bargaining unit with first claim on available part time hours of work under the provisions of clause 14.01. In addition, such an employee will retain recall rights to a full time position during the eighteen (18) month recall period commencing on the date of transfer to part time status as set out in the provisions of clause 14.02.

It is understood that the displacement of an employee from full time status to part time status under this provision shall not result in the payment of any severance pay under the Collective Agreement to the employee so displaced.

A Primary Care Paramedic who is deactivated and/or decertified by Base Hospital or the Ministry of Health will be assigned to non-patient care duties for a maximum of a one (1) week period. If the employee has not obtained reactivation and/or re-certification within this one (1) week period, the employee will be placed on a temporary layoff without pay for a maximum of six (6) months. Insurance benefits and employment status will be maintained for the six (6) month period.

If the employee is successful in obtaining the required re-certification and/or reactivation during the six (6) month period referred to above, they will return to Primary Care Paramedic status. If there is an outstanding judicial review challenging the deactivation and/or decertification, the Employer will extend the initial six (6) month period up to an additional six (6) months with insurance benefits and employment status remaining. The employee will be terminated after one (1) year on layoff if the issue is not resolved. It is understood that during the layoff period benefits will not include short term or long term disability coverage.

NOTE: Temporary layoff under this clause is not to be considered as a layoff for any other purpose under this Collective Agreement.

14.08 a) A request from an Advanced Care Paramedic who requires a change in status from an ACP to a PCP shall be considered by the Employer under the following circumstances:

i) The employee provides medical evidence, at their cost, from a Physician. In the case where the Employer is challenging the medical evidence the Employer and the Union will agree on an independent physician to review the case.

ii) **If the ACP provides personal reasons satisfactory to the Employer, the employee must provide two (2) months' notice.**

A request shall not be considered within the first three (3) years after the certification as an Advance Care Paramedic as per article 17.07.

b) Where a change of status is approved the following will occur:

The Advanced Care Paramedic will be reassigned to a vacant Primary Care Paramedic position if one is available.

Where there is not Primary Care Paramedic vacancy, the Advanced Care Paramedic will bump the least senior full time Primary Care Paramedic probationary employee. The probationary employee shall become a part time employee under the Collective Agreement.

Where there is no full time Primary Care Paramedic probationary employee, the Advanced Care Paramedic will become a part time Primary Care Paramedic and will become the most senior part time for the purposes of hours under article 13.04 j) of the layoff procedures. Where there is more than one "senior part time employee" seniority will rule. The employee will have all rights and entitlements as a part time employee as per the Collective Agreement including the calculation of seniority etc.

An employee who has a change of status will remain as a Primary Care Paramedic employee permanently with no return to an Advance Care Paramedic status.

ARTICLE 15 - SEVERANCE

- 15.01 An employee with five (5) years of service shall be entitled to receive, on separation from employment, severance pay of one (1) week's pay per year of service, up to a maximum of twenty-six (26) weeks of pay. For the purposes of indefinite layoff only, employees will become eligible for severance pay after one (1) year of service.
- 15.02 A part time employee who is entitled to severance pay pursuant to this provision will have "one (1) week's pay" for the purposes of the severance pay calculation determined as follows:
- One week's pay will be equal to the average number of regular non-overtime hours worked per week by the part time employee over the fifty-two (52) week period prior to the date of separation of employment, multiplied by the regular non-overtime rate of pay applicable to such part time employee at the time of separation from employment.
- 15.03 If, on separation from employment or indefinite layoff under this provision, an employee has continuous service which includes both part time employment and full- time employment, two thousand eighty (2,080) hours of part time work will equal one (1) year of service for the purpose of determining the employee's overall length of service under this provision.
- 15.04 Such severance pay shall only be provided in cases of separation from employment due to:
- a) The death of the employee;
 - b) Indefinite layoff, in which case the employee must waive their right to recall from layoff, in writing, as a condition of receiving severance pay. Indefinite layoff means a period of thirty-five (35) consecutive weeks or more of layoff.
 - c) Retirement at age fifty-five (55) or later into a pension plan, including a disability pension;
 - d) The employee being unable to meet the conditions of employment due to physical or mental reasons which result in a termination by the Employer. In such case, payment of severance pay must be into an R.R.S.P., subject to applicable laws, or R.R.I.F. established by the employee. It is understood that if contributions cannot be made into an R.R.S.P. due to contribution caps being exceeded, the remainder of the severance pay is not forfeited but rather is paid out.

- e) Article 15.04 a) and c) do not apply to employees hired after July 1st, 2009.
- f) The termination of an employee (not including early retirement or disability retirement) who has achieved a combination of full years of service with their Employer combined with their age, totalling at least eighty (80).

Nothing in this clause will be in violation of the Employment Standards Act, 2000 as amended from time to time.

ARTICLE 16 - PERFORMING BARGAINING UNIT WORK

- 16.01 **Management and supervisory staff may be scheduled up to forty-two (42) hours per week in the Guelph Unit of Guelph Wellington EMS for maintaining practical skill set training and certification requirements.**

ARTICLE 17 - ADVANCE CARE PARAMEDIC TRAINING (ACP)

- 17.01 In the event that an employee who is sponsored by the Employer is the successful applicant for participation in ACP training, such employee will be permitted to take a leave of absence with pay from their regular schedule for the purpose of attending training sessions. In the event that a training session is held on a day not normally worked, there will be no pay for that day. The parties agree that the "contiguous shift rule" shall continue to apply. Service will continue to accumulate for the purpose of seniority.
- 17.02 It is understood that the Collective Agreement continues to apply except for hours of work and overtime provisions. Notwithstanding, it is further understood that any actions of the Base Hospital, certifying agencies, or their representatives, do not come under the jurisdiction of the Collective Agreement and, therefore, cannot constitute a difference or dispute or grievable action under the Collective Agreement. This understanding does not limit an employee's right to grieve actions of its Employer including disciplinary action up to and including dismissal from employment which may occur during the period of leave of absence.
- 17.03 Should the employee successfully achieve certification, the Advanced Care Paramedic rate of pay will then apply.

- 17.04 All ACP trained employees will be required to maintain certification in all delegated medical acts which are required by the Employer.
- 17.05 Any other ACP related issues can be raised by the parties at the Local Union Executive/Management Committee level.
- 17.06 The Employer agrees to develop a protocol for ACP training, setting out base assignment upon successful completion of this training. In this regard, the Employer agrees to discuss base assignment with the Union at a Union Executive/Management Committee meeting, provided it is understood that the Employer reserves the right to make the determination in the event that this consultation does not result in a consensus of the parties.
- 17.07 As a condition of receiving ACP training, a full time employee who successfully completes such training shall not terminate their full time employment with the Employer for the three (3) year period subsequent to the completion of the training. In the event that such employee terminates their full time employment for any reason, it is agreed that the employee shall immediately repay the Employer for the cost of the tuition previously paid by the Employer, pro-rated on the basis of that portion of the three-year period not served, and that such tuition re-payment will be a debt owed by the employee to the Employer. Further, the Union agrees that the Employer may withhold the amount of such debt from all wages owed to the employee upon their termination date.
- 17.08 **Employees in ACP training will be permitted to attend the workplace and ride as a 3rd person in Guelph Wellington EMS ambulances on their days off in order to complete the course requirements.**

ARTICLE 18 - HUMAN RIGHTS

- 18.01 The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of terms and conditions of employment on any of the grounds contained in the Ontario Human Rights Code, R.S.O. 1990. Chapter H.19, as amended from time-to-time.
- 18.02 The parties agree that necessary accommodation will be provided in accordance with the Ontario Human Rights Code. The employee(s) affected agree to cooperate with the Employer in any accommodation under the Ontario Human Rights Code
- 18.03 Safe Return to Work

A modified work program shall **be maintained** to assist in accommodating eligible workers with occupational and non-occupational related disabilities. Where the Employer and the Union agree, the Employer will **provide modified duties** in order to assist an employee returning to work following illness or injury. The Employer, Union and the employee will sign the specific terms of the program including the time period after which the modified work arrangement will be reviewed.

No worker shall be discriminated against or harassed because they have become disabled or ill.

All ill/injured workers shall be treated in compliance with the Ontario Human Rights Code, the Occupational Health and Safety Act, Workplace Safety and Insurance Act, the Collective Agreement and any other relevant legislation. The parties will endeavor to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.

A worker's disability or illness shall be accommodated with modified work that is available and suitable, to allow the worker to perform the work with dignity and without risk of injury or illness to the worker or the worker's co-workers. Work shall be modified, available and suitable in accordance with sound occupational health and safety principles in an effort to adapt the workplace to promote the highest degree of emotional and physical well-being of the injured worker.

Prior to the employee's entry into a modified work program, the Health and Safety Specialist shall conduct the following assessments in consultation with the worker, a designated Union Steward and their treating physician where appropriate:

- a) determination of the essential job duties;
- b) physical demands analysis when required;
- c) job hazard analysis when required;
- d) ergonomic assessment of the job modifications;
- e) determination of the modifications necessary to safely accommodate the worker's medical restriction, limitations, capabilities, determined by the employee's health care professional

The Employer shall pay all costs incurred for any medical or professional assessment and evaluation related to the worker's placement in a modified work program.

Definitions

Modified Work of the employee's pre-illness/pre-injury/pre-disability position is a set of alternate duties that accommodates prescribed medical restrictions/limitations, prescribed precautions, or other matters that prevent an individual from resuming their full duties; Altering a work condition or requirement to better match the employee's medical restrictions that they may perform safely without unreasonable risk of injury or re-injury to self or others and to assist in the rehabilitation of the employee. Modified duties are deemed by the parties, to be suitable, available and meaningful in nature and can be temporary, transitional or graduated in nature, in the goal of returning an employee to their regular duties in a timely and proactive manner. The altering of a work condition may include part time hours.

Suitable Work is an alternate position which has been specifically designed by the parties to accommodate an employee's medical restrictions. The Employer is required to accommodate an employee's medical restrictions. The employee is required to provide the Employer and union with any changes in their capabilities through their rehabilitation period.

ARTICLE 19 - WAGES

19.01 a) The following wage grid shall apply:

Primary Care Paramedic	Start	1 Year	2 Year
01-Apr-12	\$32.85	\$33.87	\$34.93
01-Oct-12	\$33.24	\$34.28	\$35.35
01-Apr-13	\$33.71	\$34.76	\$35.85
01-Oct-13	\$34.17	\$35.23	\$36.32
01-Apr-14	\$34.65	\$35.72	\$36.83
01-Oct-14	\$35.12	\$36.20	\$37.33

Primary Care Paramedic - IV	Start	1 Year	2 Year
01-Apr-12	33.34	34.38	35.45
01-Oct-12	33.74	34.79	35.88
01-Apr-13	34.22	35.28	36.39
01-Oct-13	34.68	35.76	36.86
01-Apr-14	35.17	36.26	37.38
01-Oct-14	35.65	36.74	37.89

Advanced Care Paramedic	Start	1 Year	2 Year
01-Apr-12	\$36.79	\$37.93	\$39.12
01-Oct-12	\$37.23	\$38.39	\$39.59
01-Apr-13	\$37.76	\$38.93	\$40.15
01-Oct-13	\$38.27	\$39.46	\$40.68
01-Apr-14	\$38.81	\$40.01	\$41.25
01-Oct-14	\$39.33	\$40.54	\$41.81

- b) **Primary Care Paramedics with IV certification are paid 1.5% per hour extra, upon providing confirmation to management of their certification. In exchange for the additional pay, the PCP will perform the IV services, on an as required basis.**
- c) Economic increases will be applied to the Primary Care Paramedic position and a twelve per cent (12%) wage differential will be maintained between the Primary Care Paramedic position and the Advanced Care Paramedic position.
- d) Part time employees shall be paid at the start rate of the full time wage grid.
- Effective April 1, 2001, part time employees will commence accumulating hours worked for the purpose of achieving the one-year rate and two-year rate on the full time hourly wage scale. These rates are achieved on the basis of one thousand eight hundred and fifty (1850) hours worked in a part time capacity for Guelph - Wellington EMS equals one (1) year and three thousand seven hundred (3700) hours worked in such capacity equals two years.
- e) **It is agreed by the parties that the Primary Care Paramedic wages include compensation for all present and future PCP skill sets and protocols approved by Base Hospital and/or Ministry of Health and/or other regulatory body, with the exception of IV certification or skill sets dealt with in a letter of understanding.**

19.02 Employees will be re-classified to a lower rated classification only due to disciplinary reasons, inability to perform the job, or exercise of seniority rights in the event of layoff. The Employer agrees that it will not create

any new job classifications in the bargaining unit for the term of this Agreement other than those classifications referred to in this Agreement.

ARTICLE 20 - SHIFT PREMIUM

20.01 A shift premium of eighty-five cents (\$0.85) per hour will be applicable to employees working the following shifts or part shifts, as the case may be:

1800 – 0600 shift
1900 - 0700 shift

20.02 Shift premiums shall not be considered as part of an employee's basic hourly rate.

20.03 Part time employees when entitled under the assigned work schedule will receive payment for shift premium on the same basis as provided for full time employees.

ARTICLE 21 – HOURS OF WORK, OVERTIME, STAND-BY, CALL BACK, SHIFT OVERRUN, WORK SCHEDULES, SHIFT CHANGES AND SPECIAL EVENTS

21.01 1. Hours of Work

Hours of work for full time employees shall be as designated in work schedules designed by management to cover the hours of service required by the Ministry.

2. Overtime

a) **All hours necessarily worked by a full time employee over and above their regular schedule will be paid at the rate of one and one-half the employee's regular hourly rate, providing also that it is in excess of eighty-four (84) hours per pay period.**

b) Part time employees, when entitled under the assigned shift schedule will receive overtime on the same basis as full time employees.

Guelph Unit:

c) 1) **It is understood that overtime resulting from shift over-run is distinct from scheduled overtime. Prior to scheduled overtime being assigned to a full time**

employee, the Employer normally endeavours to use part time employees. When scheduled overtime is offered to full time employees, it will be in order of seniority, on a rotational basis, to provide a fair and equitable opportunity to work overtime. When an employee has accepted an overtime opportunity and worked the shift, the next available shift(s) will be offered in order of seniority to employees who have worked less overtime shifts.

- 2) **At the beginning of the calendar year all employee opportunities for overtime will reset to zero and the rotation will start again from the most senior employee. It is understood that this process does not guarantee equivalent opportunities on any particular date and shall not result in any claim for monetary relief by either an employee or the Union.**

Should the Employer determine that exclusive PCP and ACP lines are to be declared, the Employer shall provide advance notice to the Union and refer the matter to the Union Executive/Management Committee for further discussions prior to implementation.

Wellington Unit:

- d) It is understood that overtime resulting from shift over-run is distinct from scheduled overtime. Prior to scheduled overtime being assigned to a full time employee, the Employer normally endeavours to use part time employees.

However, in the event that a full time employee is being assigned to scheduled overtime, the Employer agrees to offer these overtime opportunities on an equitable basis first to available and qualified full time employees within the classification at the affected station who have demonstrated a willingness to work overtime and then to other full time employees within the classification at the other stations who have demonstrated a willingness to work overtime.

It is further understood that this process does not guarantee equivalent opportunities on any particular date and shall not result in any claim for monetary relief by either an employee or the Union.

Should the Employer determine that exclusive PCP and ACP lines are to be declared, the Employer shall provide advance notice to the

Union and refer the matter to the Union Executive/Management Committee for further discussions prior to implementation.

Problems administering this Letter shall be referred to the Union Executive/Management Committee for discussion.

3. Standby

- a) Standby hours shall be defined as a period of time an employee is required to be available in order to report back quickly for the purpose of doing an ambulance call.
- b) Standby hours will be paid at \$3.00 per hour for each shift of coverage.

Part time employees, when entitled under the assigned shift schedule will receive standby on the same basis as full time employees.

4. Call Back

- a) Call back shall be defined as follows:

"A situation where an employee is 'called back' to work."

Basically there are two types of "call back":

- 1) Call back while on standby;
- 2) Call back while employee is off duty completely.

When an employee is "called back" to work while on standby, he will be required to remain at work only until the assignment is completed.

- b) Call back will be paid as follows:
Four (4) hours at the employee's hourly rate times one and one half. Call back hours will be paid in addition to standby, when an employee is called in during a standby shift.

"Call back will not apply in the four (4) hours prior to the commencement of the employee's next regularly scheduled shift. This time will be considered overtime for all hours worked for both full and part time employees.

Part time employees, when entitled under the assigned shift schedule will receive call back on the same basis as full time employees.

5. Shift Overrun

In the event of a shift overrun, it is understood that payment will be rounded off as follows:

- 0-7 minutes = 0 time
- over 7 minutes to 15 minutes = 15 minutes
- over 15 minutes to 22 minutes = 15 minutes
- over 22 minutes to 30 minutes = 30 minutes
- etc. as above

The above calculation will be made on a per shift basis.

Overtime will be paid to the completion of the time worked on a shift over-run. Shift over-run overtime is always paid and cannot be banked.

6. There shall be no pyramiding of benefits arising from hours of work.

Where an employee is scheduled to be on vacation from a shift, that employee will not be offered overtime for any shift that starts, ends or overlaps any hours during their vacation shift.

7. Work Schedules and Shift Changes

Shift schedules shall be posted four (4) weeks in advance. It is agreed by the parties that shift changes by the Employer or by the employee(s) is allowable only provided forty-eight (48) hours written notice is given to the party(ies) affected in advance of the originally scheduled shift starting time(s). In emergency situations no notice period is required; however, on all occasions the request for change must be reasonable and must not adversely affect the operations so as to impair the ambulance service.

The actual arrangement for any shift change is the responsibility of the party requesting the change, however, employees must first have the Employer's approval, and such approval shall not be unnecessarily withheld. Shift changes not contained within the pay period will not be at the expense of the Employer.

There shall be no split shifts other than specifically provided in the Collective Agreement and there shall be no pyramiding of benefits arising from the hours of work.

It is agreed that the Employer is not responsible for any additional costs, which result from an employee exchanging part of a shift with another employee. In such a case, any such additional cost shall be the responsibility of the employee who initiated the exchange.

The Employer will endeavour to allow a full time employee who is not able to work night shifts for medical reasons to switch into an equivalent number of open day shifts in the same pay period. For the purpose of this clause, it is understood that an open day shift is a scheduled shift which has not been assigned to an employee, whether full time or part time. It is further understood that this arrangement applies only to temporary situations in contrast to permanent medical restrictions.

8. **Special Events Duty**

The parties agree that Public Relations events that are not primarily intended to provide medical events coverage may be attended by paramedics on their own time, on a volunteer basis. The Employer may post notice of these events and ask for volunteers.

Events where paramedics are attending to primarily provide medical event coverage will be paid duties. The Employer will offer the opportunity to perform this duty first to full time employees in the bargaining unit in declining order of seniority. These events will be paid at straight time with a minimum of four (4) hours.

9. **Banking of Overtime Hours**

- a) All full time employees may bank overtime at the appropriate premium rate to a maximum of forty two (42) hours.
 - i. If the employee's overtime bank has reached the maximum forty two (42) hours, and overtime is worked, the employee will be paid overtime subject to article 21.01 **2)** – alternate c) or d).
 - ii. Lieu time may be taken as paid time off at a time mutually agreed between the supervisor and the employee, in recognition of operational requirements.
- b) An employee who ceases to be an employee of the Guelph-Wellington EMS for any reason, shall receive payment in full for the

remaining hours in their time bank at the rate of pay at the time employment ends.

- c) The request for taking lieu time will not be unreasonably denied.

10. Master Work Schedule

The Employer agrees in the event of a change to the Master Schedule, the Employer will meet with the Union Executive Committee to discuss any changes and in the event of any changes will provide a minimum of four (4) weeks' notice to the Union.

- 21.02 It is understood that part time employees' total scheduled hours may not exceed thirty per cent (30%) of the total scheduled hours of coverage in any fiscal year. It is agreed the Employer and Union will review the ratio of hours of scheduled part time to hours of scheduled full time at the regular Union-Management Meeting to be held every four months.

21.03 Double Booking Employees

In the event that the Employer books more than one paramedic for the same shift and accordingly there is no work available for more than one employee, the Employer agrees to provide the affected employee with a minimum of four (4) hours pay at either straight time or overtime rates whichever is applicable.

The employees involved will be offered the opportunity to decide who will perform the work in question. If no consensus is achieved, the employee who normally works the shift in question will perform the work, or, where there is no such person, the senior employee will have the option to determine if he or she will do the work in question.

ARTICLE 22 - WORK SCHEDULE

- 22.01 **The shift schedule shall ordinarily consist of a yearly average of forty-two (42) hours each week and days off where possible shall be consecutive. The Employer cannot and does not guarantee any employee hours of work per day or per week.**

- 22.02 For the Guelph Unit only, shift schedules are to be posted annually in October. Employees will have thirty (30) days from the date of the posting to reply in writing indicating their three (3) shift preferences. Shifts shall be assigned based on seniority. The new schedule shall be posted by December 1st annually, to take effect at the beginning of the first (1st) pay period in the fiscal

year. Shifts occupied by management staff will not be subject to this posting. There shall be no additional cost to the Employer as a result of any shift change.

ARTICLE 23 - PAID HOLIDAYS

- 23.01 The Employer recognizes the following paid holidays:
- | | |
|----------------|--------------------------------------|
| New Year's Day | Civic Holiday (1st Monday in August) |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- 23.02 a) An employee who does not work on a designated holiday as defined in Section 23.01 shall have eight (8) hours added to their holiday lieu bank.
- b) An employee's holiday lieu bank credits will be paid out to the employee no later than the pay period corresponding with the first full pay period beyond the end of the fiscal year.
- c) Any employee who ceases to be an employee of the Corporation, for any reason, shall receive payment in full for the remaining hours of their bank, at their current rate of pay.
- 23.03 a) **The Employee may request and the Employer will, where possible, permit the employee to be off on Christmas Eve/Christmas Day or New Year's Eve/New Year's Day and to the extent possible permit employees to alternate these combinations every second (2nd) year.**
- b) **The shift of Christmas Eve and New Year's Eve applies to the night shift which begins at 18:00 hours and onward.**
- c) **Banked lieu time for Christmas Day and Boxing Day may be scheduled, subject to approval, prior to March 31 of the following year.**
- 23.04 In order to be entitled to payment under 23.02 a), in accordance with the Employment Standards Act, 2000, an employee must have worked the last scheduled shift immediately preceding the holiday and the first scheduled shift immediately following the holiday unless absent with permission of the

Employer. The employee may not be collecting any other monies for this day provided through any benefits paid by the Employer on behalf of the employee.

- 23.05 a) Where an employee works on a holiday included under Article 23.01 (Paid Holidays), the employee shall be paid at the rate of two (2) times the employee's basic hourly rate for all hours worked.
- b) In addition to the payment provided by 23.05 (a), an employee who works on the holiday and is eligible to receive holiday pay shall receive either eight (8) hours holiday pay at the employee's basic hourly rate or compensating leave of eight (8) hours, provided the employee opts for compensation leave prior to the holiday.

23.06 **Part time Holiday Pay:**

Part time employees who are not scheduled to work the holiday, will be paid for all corporate holidays listed in 23.01, on a pro-rated basis subject to the rules of the Employment Standards Act, 2000.

ARTICLE 24 - VACATIONS

- 24.01 Employees shall receive annual vacation with pay in accordance with credited seniority as follows:

Less than 1 years service	- 4% of gross earnings
1 year service	- 2 weeks vacation
2 years service	- 3 weeks vacation
6 years service	- 4 weeks vacation
15 years service	- 5 weeks vacation
20 years service	- 6 weeks vacation

Note: One (1) week of vacation is equivalent to forty-two (42) hours pay.

Employees who receive a six (6) week vacation entitlement will receive an additional vacation entitlement based on years of continuous service with the Employer as follows:

Years of Continuous Service	Additional Vacation Days Paid at Eight (8) hours basic pay
22 years	One (1)
24 years	Two (2)
26 years	Three (3)
28 years	Four (4)
30 years	Five (5)

- 24.02 a) Vacation entitlement will be based on the seniority list as of January 1st of each year. The employee's full years of service as at their anniversary date each year shall determine their vacation entitlement during the following twelve (12) month period. However, an employee shall be entitled to use vacation credits as they are earned as well as use vacation credits before they are earned provided that the Employer is entitled to deduct used but unearned vacation credits from any monies owing to an employee upon termination.
- b) Where an employee is going to reach a certain number of years of service during a fiscal year, such that the employee is entitled to move to the next step in the vacation grid set out in clause 24.01, vacation entitlement for the twelve (12) month period beginning on January 1 of that year shall be prorated for each segment of the fiscal year, using the employee's anniversary date as the dividing factor.
- c) A blank vacation schedule will be posted by the Employer on or before February 1st of each year and the employees must indicate in writing their desired vacation period according to their entitlement on or before March 1st of each year. The Employer will post the approved vacation schedule by April 1 of each year.
- d) **Employees requesting vacation time after March 1st shall do so in writing or electronically in advance of the desired time and the request will be granted on a first come basis providing coverage can be arranged, without incurring overtime.**
- e) **Vacation requests will only be approved in increments of full shifts or half shifts.**
- f) Vacation Carryover
An employee must use their vacation entitlement at the Employer's discretion by the end of the calendar year, except that a maximum of

one (1) week or forty two (42) hours of vacation may be carried over from one vacation year to the next. Exceptions of carryover in excess of one (1) week would be considered on an individual basis to ensure that no vacation entitlement will be lost.

24.03 If an employee makes a request in writing to the Employer at least ten (10) working days before the end of the pay period immediately preceding their first day of vacation such employee will receive vacation pay with their last pay period, otherwise vacation will be paid with their regular pay period which covers the dates they have taken off.

24.04 For the Guelph Unit at least three (3) employees may be allowed to take their vacations at the same period during June, July and August. During the remaining period, two (2) employees may be allowed to take their vacation at the same period whenever possible. Employees shall be granted preference in vacations based on seniority. However, all employees shall be granted two (2) consecutive weeks of vacation in the period March 31st up to September 30th. The remaining vacation credits may be taken during the winter vacation period. Where possible, employees shall be permitted to take unbroken periods of vacation.

For the Wellington Unit at least one (1) employee at each base will be allowed to take their vacation at the same period during June, July and August. During the remaining period, two (2) employees at each base may be allowed to take their vacation at the same period whenever possible. Employees shall be granted preference in vacations based on seniority. However, all employees shall be granted two (2) consecutive weeks of vacation in the period March 31st up to September 30th. The remaining vacation credits may be taken during the winter vacation period. Where possible, employees shall be permitted to take unbroken periods of vacation.

24.05 Credit computation of the vacation year will begin on January 1st each year to December 31st of the same year. Employees' vacation credits and such unused credits will be paid out to the employee on the first pay period beginning after January 1st of each year as there will be no accumulation of credits.

24.06 An employee terminating their employment at any time in their vacation year shall be entitled to a proportionate amount of salary or wages in lieu of such vacation. On normal retirement, an employee shall be entitled to the same vacation or vacation pay which he has earned to the date of their termination. An employee who is absent from work for more than one month during any vacation year period shall receive vacation credits on a pro-rata basis, except in the case of pregnancy/parental leave.

- 24.07 Employees wishing to request vacation leave on either Christmas Day or New Year's Day must submit such requests to the Employer not later than October 15. The Employer will reply to the requests by November 15 and any approval of such requests is subject to operational requirements and may be subsequently cancelled in the event replacement staff becomes unavailable.
- 24.08 An employee's previously scheduled vacation leave may be postponed until after a return to active duty at the employee's discretion if they are off on weekly indemnity, LTD, WSIB or bereavement leave at the beginning of the scheduled vacation leave.
- 24.09 Part time Payment-in-lieu of Vacation:
Statutory vacation entitlement will be calculated and paid out in accordance with the Employment Standards Act, 2000 and is included in the Part time Payment-in-Lieu set out in clause 30.05.

ARTICLE 25 - SICK LEAVE

- 25.01 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease (as defined by the Public Health Officer), or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.
- 25.02 The Employer will pay up to nine (9) days based on eight (8) hours for a total of seventy-two (72) hours per year for sick leave.
- 25.03 An employee's unused sick leave credits will be paid out to the employee no later than the pay period corresponding with the first full pay period beyond the end of the fiscal year.
- 25.04 Employees may be asked to produce medical certificates from a duly qualified medical practitioner for an illness, and a return to work permit, prior to returning to work, and it is agreed that in such circumstances, the Corporation will be responsible for payment of the cost of such medical certificate.
- 25.05 When absent due to sickness, the employee must notify the ambulance service at least one (1) hour prior to such employee's starting time on the day shift and two (2) hours prior to employee's starting time on night shifts. Failure to do so will result in loss of sick pay for that day's illness.

When absent due to sickness for more than three (3) days, an employee must notify the Manager or their designate at least twenty-four (24) hours

prior to such employee's starting time when returning on either day or night shift.

25.06 The Employer shall provide each employee with an itemized statement on October 1st of each year showing accumulative totals for sick credits and vacation credits.

25.07 Part time Sick Leave:

Part time employees receive no health benefits as compensation equivalent to these benefits is provided for in the Part time Payment-in-Lieu of Benefits, set out in clause 30.05, However, Part time employees who have completed one thousand five hundred and fifty (1,550) hours or more of work in a contract year shall be deemed full time employees for the purpose of entitlement on a prorata basis for such contract year to the sick benefits contained in the Collective Agreement. The completion of one thousand five hundred and fifty (1,550) hours or more of work in the contract year by a part time employee does not give such employee full time status under the Collective Agreement.

25.08 Pro Rating of Sick Time

The pro rating of sick time will occur only in the following instances;

- a) The employee is off on sick leave for more than twenty six (26) weeks and one (1) day.
- b) The employee is off on an unpaid leave of absence for more than thirty (30) calendar days.

This article does not apply when an employee is absent from work due to a legislated leave (i.e. pregnancy/parental leave, compassionate leave, medical care and emergency leave, etc.)

25.09 **Paramedics who are not allowed to work by the Employer or the Medical Officer of Health, as a result of an exposure during the normal performance of their duties, will be paid at their regular wage rate for all lost shifts, as long as they continue to be prevented from working.**

ARTICLE 26 - PAYMENT OF WAGES

26.01 **The Employer shall pay salaries by 4:00 p.m. on every second Friday in accordance with Article 19, for time worked up to the end of the previous Saturday. In the event that Friday happens to be a bank**

holiday, an effort will be made to have pays prepared a day earlier, and paid by 4:00 p.m. on Thursday.

26.02 Pay will be submitted through direct deposit, bi-weekly, to a bank account of the employee's choice.

ARTICLE 27 - MEAL ALLOWANCE

27.01 a) In the event of a call or calls requiring the employee to be away from base for the duration of the one half hour (1/2) meal period, the Employer shall pay a meal allowance of:

\$7.75 in 2012

\$8.25 in 2013

\$8.50 in 2014

No receipts shall be required.

b) The Employer agrees to make every reasonable effort to ensure that each employee shall receive a meal break. The meal period is defined as the period from the fourth (4th) hour to the sixth (6th) hour after commencement of the employee's shift and in addition, for twelve-hour shifts, the period between the eighth (8th) and the tenth (10th) hour.

27.02 An employee who continues to work more than two (2) hours of overtime immediately following their scheduled hours of work without notification of the requirement to work such overtime prior to the end of their previously scheduled shift, shall be reimbursed for the cost of one (1) meal in the amount specified in 27.01, except where meals are provided or where the employee is being compensated for meals on some other basis. No receipts shall be required.

27.03 Part time employees, when entitled under the assigned shift schedule will receive meal allowances on the same basis as full time employee.

ARTICLE 28 - LEAVE-OF-ABSENCE

28.01 The Employer may grant leave-of-absence without pay to an employee for legitimate personal reasons for a reasonable length of time, and any person who is absent with such written permission shall continue to accumulate their seniority for the first six (6) months of such leave.

All cost of obtaining necessary certifications and qualifications for return to work in such cases will be at the employee's own expense.

28.02 Bereavement Leave

In the case of a death in the family, a paid leave of absence, without loss of seniority shall be granted to an employee on the following basis:

- a) Up to five (5) consecutive working days at the time of the death or funeral:
Spouse, child, step-child, legal dependant child, father, mother, step-parent.
- b) Up to three (3) consecutive working days at the time of the death or funeral:
Brother, sister, son-in-law, daughter-in-law, grandchild, spouse's parent, brother-in-law, sister-in-law, grandparent.
- c) The reference to consecutive working days leave of absence shall mean scheduled shifts based on the shift schedule of the employee at the time of death.
- d) The employee shall not be entitled to the benefits of a) or b), when the employee fails, upon request, to furnish the Corporation with reasonable proof of death of the member of family concerned.
- e) In the event of a death of an employee's aunt, uncle, niece, nephew, or the grandparent of the employee's spouse, the employee shall be allowed a one (1) day unpaid leaves.

28.03 Education Leave

The Employer agrees to provide educational training courses for employees from time to time to maintain a consistently high level of competence and proficiency in their skills. The Employer agrees to encourage employees to further their education by allowing employees to exchange shifts or work a steady shift in order to attend an institute of learning. It is understood that the course of study will be ambulance related, and that the Employer's obligation so far as exchanging shifts is subject to the willingness of other employees to exchange their shifts.

28.04 Jury Duty

- a) Each employee who is summoned to and reports for jury duty **or meets with counsel** during their regular working hours shall be paid by the Employer the difference between the employee's regular

straight time hourly rate and the daily jury fee paid by the court. In order to be entitled to such pay from the Employer, an employee must give notice to the Employer within one (1) working day after receipt of notice of selection for jury duty. Each employee who is required by law to appear in court during their regular working hours, as the result of an incident which occurred during the course of their work, shall receive regular pay for each hour in court provided any remuneration paid by the court other than travel expenses be paid to the Employer or deducted from the employee's wage. Where subpoenaed or summonsed by the Employer to appear at arbitration the employee will be reimbursed at straight-time rates of pay for hours the employee would have otherwise worked or to a maximum of eight (8) hours per day if the day(s) involved is a regular day off.

- b) Each employee who is required by law to appear in court **or meet with counsel** during non-regular working hours, on a job-related matter, shall receive **overtime pay at one and one-half times their regular hours of work for each hour in court or with counsel, with a minimum of four (4) hours** provided any remuneration paid by the court other than travel expenses be paid to the Employer or deducted from the employee's wage.

It is understood that the provisions of a) and b) above apply to an employee required to attend as a witness at a Coroner's Inquest.

28.05 Union Leave

The Employer will grant leave-of-absence subject to service operating conditions without pay to not more than any **three (3) employees** at the same time for the purpose of attending a Union convention or attending to other official business of the Union. **During the term of such leave-of-absence, the Union will reimburse the Employer as per Article 28.07 b).** Leave-of-absences permissible under this Article shall not exceed ten (10) working days in any one year in the aggregate and shall be granted only where the Union certifies in writing ten (10) working days in advance to the Employer the names of the employees involved and the reason for the request. No overtime rates will be paid to any employees involved. Arrangements for shift changes subject to the approval of management must be made by the employees.

- 28.06 a) Upon request by the Union, confirmed in writing and provided that reasonable notice is given, leave-of-absence with no loss of pay and with no loss of credits shall be granted to employees elected as

Executive Board Members and Executive Officers of the Union for the purpose of conducting the internal business affairs of the Union.

- b) The Union will advise the Employer in writing of the names and locations of such employees immediately following their election.
 - c) Leave-of-absence with no loss of pay and with no loss of credits shall be granted to accommodate reasonable travel time.
 - d) The Union will reimburse the Employer for out-of-pocket administrative expenses and for salary paid to members of the Executive Board and Executive Officers granted leave under this Article.
- 28.07
- a) When an employee is elected as the Union's President or First Vice-President, the Union will, immediately following such election, advise the Employer in writing of the name of the employee so elected. Leave-of-absence without pay shall be granted from the employee's place of employment for the duration of the current term of office when attending to Union matters.
 - b) During the term of such leave-of-absence, the Union will reimburse the Employer for the salary paid to the employees on such leave-of-absence and contribute the Employer's share of contributions to the employee's Pension Plan and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of attendance credits accumulated during the leave-of-absence. The Union will make the Employer's contribution for Unemployment Insurance.
 - c) On completion of the employee's term of office, the President or First Vice-President may return to their previous employment and service shall be deemed to be continuous for all purposes. Any leave-of-absence extending beyond the initial term of office of the President or First Vice-President shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave-of-absence.
 - d) The employee shall discuss any required leave with management at the earliest opportunity. All requests for leave-of-absence permitted in these sections shall be sent to the Employer. It is understood that

leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.

28.08 Pregnancy Leave:

Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, 2000. Currently the Act provides that employees with a minimum of thirteen (13) weeks service are entitled to up to seventeen (17) weeks unpaid pregnancy leave.

28.09 Parental Leave:

Parental leave will be granted in accordance with the Employment Standards Act, 2000. Currently the Act provides that an employee with a minimum of thirteen (13) weeks service is entitled to up to thirty-seven (37) weeks parental leave on the occasion of the birth or adoption of a child or in the case of an employee who also took Pregnancy Leave, such employee is entitled to up to thirty-five (35) weeks Parental Leave.

28.10 Paternity Leave:

Employees shall suffer no loss of pay to a maximum of **twelve (12)** hours in the event of being unable to report to work or leaving work early on the occasion of their child being born or coming home following birth.

28.11 Pregnancy And Parental Leave Top-Up:

- 1) In respect of the period of pregnancy leave, payments made according to the Employers' Supplementary Unemployment Benefit Plan will consist of the following:
 - a) For the two (2) week Employment Insurance waiting period, payments equivalent to sixty-six and two-thirds per cent (66-2/3%) of the actual weekly rate of pay for her classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave; and
 - b) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance (EI) benefits the employee is eligible to receive and any other earnings received by the employee, and eighty per cent (80%) of the actual weekly rate of pay for her classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave.

- 2) In respect of the period of parental leave, payments made according to the Employers' Supplementary Unemployment Benefit Plan will consist of the following:
- a) For the two week Employment Insurance (EI) waiting period, payments equivalent to sixty-six and two-thirds per cent (66-2/3%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave; and
 - b) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and eighty per cent (80%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave.
- 28.12 The Employer will not require a pregnant employee to take light duties unless a doctor's note is provided which supports such assignment.
- 28.13 Loss of License
1. If a paramedic has their required driver's licence suspended for any reason, they must immediately notify their supervisor in writing.
 2. When a paramedic is convicted and loses their licence and is therefore unable to perform the essential duties of their job, they shall be given a leave of absence up to but not exceeding thirty (30) months without pay and benefits (and without accumulation of seniority), for the period of time they are without their driver's licence and/or prohibited from driving.
 3. The position occupied by the paramedic shall be filled by a temporary contract of another employee.
 4. When the paramedic's licence is restored they shall advise and provide written proof of a valid licence to Guelph-Wellington EMS management.
 5. A paramedic who is required to use an "ignition interlock" to operate a vehicle, is not deemed to have the required licence restored in order to operate a City of Guelph vehicle. Ignition interlocks will not be installed on City of Guelph vehicles.

6. No paramedic shall be disciplined, suspended or terminated due to the loss of their driver's licence, unless such loss of driver's licence or driving privileges occurred with the operation of an EMS vehicle.
7. A paramedic, who is convicted and loses their licence for a second (2nd) time, will not be granted a second (2nd) leave of absence.
8. A paramedic, who has their licence suspended for medical reasons, will maintain benefits and the employee is entitled to apply for STD or LTD.
9. **All costs of obtaining necessary certifications and qualifications for return to work in such cases will be at the employee's own expense.**

ARTICLE 29 - UNIFORM AND CLOTHING

29.01 The Employer agrees to supply all full time employees of Guelph Wellington EMS with uniforms and equipment.

1. Each full time employee, in their first (1st) year of employment, will be issued with a complete set of clothing as per the Collective Agreement. The complete set will consist of the following:

Pants	5 pair
Shirts combined (uniform, golf style)	6
Undershirts	5
Sweater	1
Spring Jacket	1
Boots or shoes	1 pair
Parka	1

As well one (1) of each of the following:

Duffle bag
Hats (winter and summer)
Gloves (winter) 1 pair
Flip pad covers and note book
Flashlight – to be in each vehicle
Current protocol book
Utility belt

Employer to replace items as needed.

2. If due to a promotion, a change in uniform is necessary, each employee will have their present uniform altered to reflect their new rank at the Employer's expense.
3. Alterations will be at the Employer's expense. It shall be the responsibility of the Employer to repair and/or replace all uniforms issued as required, to the extent that damage is done during working hours.
4. It will be the responsibility of each employee to maintain a complete, appropriate and professional uniform.
5. All uniforms will be sized for appropriate fit and will be of excellent quality which will assist the employee in performing their duties effectively.
6. All footwear shall meet CSA standards. As an alternate to Employer provisions of boots or shoes as set out above, the boot/shoe allowance will be: **\$160.00 for boot/shoe, short or high-top boots.**
7. Upon termination of an employee for any reason, such employee shall return the current full uniform (except boots or shoes) together with all crests in the employee's possession and other assigned equipment prior to receiving their final pay cheque.
8. The Employer will supply any special needs clothing related to items issued above on a required basis. Items including maternity wear and specific fibre content clothing (e.g. 100% cotton).
9. Where the Employer determines that extraordinary circumstances exist, such as gross contamination which requires cleaning, it will provide the cleaning at the Employer's expense.
10. The Employer agrees to have the winter parka cleaned once per year.
11. Upon request the Employer will supply each full time employee with one raincoat that has reflective safety tape. The Employer agrees to make raincoats with reflective safety tape available to part time employees that will be proper fitting and remain at the ambulance station.
12. Stethoscope:
The Employer agrees to provide each employee with a stethoscope for his/her own personal use, on a one (1) time only basis. It is understood that the stethoscope provided will be the standard issue available from the Government of Ontario Pharmacy.

29.02 Part Time Uniform Entitlement:

1. Each part time employee, in their first (1st) year of employment, will be issued with a complete set of clothing as per article 29.01 except for the changes listed below.

Pants **3 pair**

Shirts -combined **4**
(uniform, Golf Shirts)

Undershirts **3**

2. Part time employees who move to full time positions will receive the equivalent items to equal the total issue allotment for a full time employee. Full time employees moving to part time will not be required to return items to reduce their allotment to that of a part time employee.
3. All other clauses of this article will pertain to part time employee as well.

29.03 The Employer will provide wide-brimmed hats to employees who are required to wear them for medical reasons.

29.04 Employees must be clean in appearance and will conduct themselves in a professional manner while in uniform.

29.05 Uniform Sub-Committee:

The parties agree to establish a Uniform Sub-Committee with two (2) representatives from the Union and two (2) representatives from the Employer. The mandate will be to advise on uniform issues.

ARTICLE 30 - EMPLOYEE BENEFITS

30.01 a) In addition to the Canada Pension Plan, every full time employee shall join the OMERS Pension Plan as a condition of employment and in accordance with the terms set out in the OMERS Pension Plan Text.

Part time employee enrolment in the OMERS Pension Plan is optional in accordance with the terms set out in the OMERS Pension Plan Text.

30.02 a) The Employer shall pay an amount equivalent to 100% of the cost of the premiums for the following:

- 1) Ontario Health Insurance Plan

- 2) Extended Health Care Benefit - to include a vision care benefit of \$200 every two years;

Vision: \$450.00 every two (2) calendar years. May use for laser eye surgery to the plan maximum, every two (2) calendar years.

An eye exam is in addition to the vision amount, once every two (2) **calendar** years.

- 3) Effective April 1, 2010 semi-private coverage for hospitalization.
- 4) Life insurance 2X the Annual Wage for all full time employees.

Dependent Life Insurance to a maximum of \$5,000.00 for spouse and \$2,500.00 for a child.

- 5) Dental Care Plan on the basis of a one (1) year lag in the ODA fee schedule
- o 100% basic
 - o 100% restoration - \$2,000 annual maximum
 - o 50% orthodontics - \$2,000 lifetime maximum
 - o recall or routine checks only once every nine (9) months for all eligible members sixteen (16) years of age or older and every six (6) months for eligible family members under the age of sixteen (16) years
- b) The short-term disability coverage will commence on the 1st day of injury or hospitalization, or with the 4th day of illness and shall continue for a maximum of twenty six (26) weeks. The benefit will be equal to **seventy-five per cent (75%)** of weekly earnings, for full time employees. The Employer will be responsible to pay 100% towards the cost of the short-term disability.

Employees will be allowed to "top up" the short term disability benefit of **seventy-five per cent (75%)** up to 100% utilizing any banked time. "Banked time" shall include any saved time including accrued vacation or sick bank but must be approved by the manager. Employees must notify the Employer within the pay period of the intention to use banked time for top up purposes.

- c) Long-Term Disability Benefit to be seventy-five per cent (75%) of monthly earnings to a maximum of \$6,000 per month, for full time

employees. The long-term disability plan will begin after twenty six (26) weeks of sickness. Long-Term Disability Plan to include a two (2) year own occupational clause.

d) Life Insurance

Employee's Group Life Coverage - two (2) times annual wage

e) The benefits shall be described in the Master Plan filed with the Union. The Employer may substitute another carrier for any part of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are comparable. The Employer will advise the Union of any changes in carrier at least sixty (60) days prior to implementing a change in carrier.

f) The Employer agrees to introduce a drug card for all full time employees. In return, it is agreed that generic drugs will replace brand name drugs under the drug plan coverage unless specifically specified otherwise by the employee's physician. Effective July 1, 2009: Dispensing fee cap of \$8.50 per prescription.

g) Paramedical Services:

Physiotherapy (inc. Sports Therapy)

\$600.00, July 1, 2009

\$700.00, April 1, 2010

\$800.00, April 1, 2011

Chiropractic

\$600.00, July 1, 2009

\$700.00, April 1, 2010

\$800.00, April 1, 2011

Massage Therapy (Inc. Reflexology)

\$600.00, July 1, 2009

\$700.00, April 1, 2010

\$800.00, April 1, 2011

Naturopath, Homeopath, Acupuncture, Osteopath, Speech Therapy, Pathologist, Podiatrist, Psychologist and Dietician remain at five hundred dollars (\$500.00) per service per **calendar** year, for the duration of the contract.

h) Audiology

100% reimbursement of a hearing aid or two (2) hearing aids, if prescribed at one time (including dispensing fee), once per thirty-six (36) months and 100% reimbursement for one (1) hearing test to a maximum of eighty dollars (\$80.00) **per three (3) calendar years.**

30.03 An employee prevented from performing their regular work with the Employer on account of an occupational accident is governed by and will receive payment in accordance with the coverage provided by the Workplace Safety and Insurance Act.

30.04 The Employer shall reimburse employees with replacement cost to a maximum of \$100.00 for a stethoscope or watch or prescription glasses or hearing aid damaged as a result of the employee carrying out their duties. Any such claim must be reported to their immediate supervisor or manager before end of shift and confirmed by witness. Prescription sunglasses are included for purposes of replacement under this Article.

30.05 Part time Payment-in-Lieu of Benefits:

Effective April 1, 2010, the part time percentage in lieu of all benefits under the Collective Agreement will be increased from eleven per cent (11%) to twelve per cent (12%). This is inclusive of vacation pay and any other benefits other than holiday pay and sick leave pay.

30.06 Part time employees will have the option of purchasing health, dental and travel accident insurance through the Employer. Premiums would be paid 100% by the employee. Where the employee has chosen to purchase the benefits, the premiums must be paid in full one month in advance, by payroll deduction. A part time employee who cancels benefits cannot re-enroll unless they can confirm loss of coverage under another plan.

30.07 Retiree Benefits to Age 65:

Effective April 1, 2010, the Corporation will pay 100% of the premium cost of benefits in article 30.02 save and except, Ontario Health Tax premium, long term disability, and Group Life Coverage, for an employee voluntarily electing retirement or an employee on disability pension, subject to the following conditions:

- a) This program will be extended only to employees voluntarily electing retirement or disability pension before the age of 65 and within 10 years of their normal retirement. This is interpreted to mean that the employee is 55 years of age or older until age 65.

- b) The retired or disabled employee must have a minimum of ten (10) years continuous employment with the Corporation at the time of retirement or disability to be eligible for this program.
- c) The above benefit coverage terminates in the event of the death of the retired or disabled employee where death precedes the employee's 65th birthday.
- d) The above benefit coverage terminates when the employee reaches their 65th birthday.
- e) This provision will be provided to retired and disabled employees, provided they are not receiving their benefits from another Employer, or through the Government or Government agencies.
- f) In the event of the employee's death before their 65th birthday, the employee's spouse shall continue to receive the benefits in 30.02, save and except Ontario Health Tax premium, long term disability, and Group Life Coverage, from the date of the employee's death until the employee's spouse reaches their 65th birthday.

Benefit entitlement under this clause will cease when the deceased employee's spouse secures benefit coverage equivalent to or better than those set out in 30.02, save and except Ontario Health Tax premium, long term disability, and Group Life Coverage.

30.08 Critical Incident Stress

The Employer will provide critical incident stress assistance to the affected employee(s) through an Employee Assistance Program (EAP) provider recognized by the Employer.

30.09 Personal Leave Hours

Employees will be entitled to twelve (12) personal leave hours effective January 1, 2013 and subsequent years. The hours must be scheduled and used in the year they are given. There will be no carryover or pay out.

ARTICLE 31 - SAFETY AND HEALTH

- 31.01 The Employer shall reimburse as per Article 29.01 (6), employees for safety boots and/or shoes and such will be considered as part of regular uniform

issue. The cost of boots and/or shoes will be reimbursed by the Employer upon proof of need.

- 31.02 The parties agree that there shall be established a health and safety committee with two (2) representatives from management and two (2) representatives from each unit.
- 31.03 The Employer agrees to provide hygienic liners for employee use with the Advent A2 helmets.
- 31.04 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 31.05. The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 31.06 The obligation contained herein does not apply to the provision of safety shoes or boots or the provision of clothing. The provision of these items shall be in accordance with specific language in the Collective Agreement related thereto.

ARTICLE 32 – MINISTRY OF HEALTH GUIDELINES

- 32.01 It is understood that all aspects of this Collective Agreement shall be in accordance with standards or directives that may be established by the Ministry of Health and/or the County of Wellington or the City of Guelph with respect to the ambulance services provided by Guelph - Wellington EMS. It is further understood that any such standard or directive must result from the authority provided to these entities under the Ambulance Act of Ontario.

ARTICLE 33 - GENERAL

- 33.01 There shall be no duplication or pyramiding of any premium payments or compensation leave provided by this Agreement.
- 33.02 **It shall be the duty of each employee to promptly notify the Employer in writing of any change of address or telephone number. Employee addresses and telephone numbers will be treated in a confidential manner. Any notice required of the Employer shall be**

deemed to have been given, if forwarded by registered mail to the employee at the last address of which the Employer had notice.

33.03 **It is understood and agreed that employees will not at any time either during the term of this Agreement or thereafter divulge to any unauthorized person, firm or corporation any information received by them during the course of their employment concerning the business or other affairs of the Employer. This clause does not preclude the Union from the undertaking of legitimate political activity with respect to the ambulance service.**

33.04 The cost of printing the Collective Agreement shall be split 50/50 between the Union and the Employer.

33.05 Union Bulletin Board:

The Employer shall provide a bulletin board for the exclusive use of the Union to be located in the crew's quarters in the stations.

Material for posting shall be presented to the appropriate supervisor prior to posting. Approval to post shall not be unreasonably withheld by the Employer.

ARTICLE 34 - DURATION AND RETROACTIVITY

34.01 The Collective Agreement shall be effective **April 1, 2012 and expire March 31, 2015.**

34.02 Nothing in the Memorandum of Settlement will be retroactive except as specified.

34.03 a) Retroactivity will be paid **within three (3)** full pay periods from ratification. Taxes on any lump sum payment will be calculated through the payroll system, on the regular pay run, using an annualized tax method.

b) If an eligible employee has terminated their employment since the effective date of the wage increase (**April 1, 2012**), the Employer shall advise the employee within thirty (30) days of the date of the award by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the date of the mailing within which to claim any payment due to them. Retroactivity will be paid within two (2) pay periods (4 weeks) of the employee making such claim.

DATED AT GUELPH, ONTARIO, THIS _____ DAY OF _____, 2012

FOR THE CORPORATION

FOR THE UNION

SCHEDULE A

TRAINING

Guelph – Wellington EMS will endeavour to schedule in-house training sessions and **Advanced Life Support** training during regular working hours. In the event that this is not feasible, and such training occurs outside regular hours, the Employer will pay the employee eight (8) hours at **their** regular straight time rate of pay for each day of training or the actual number of hours while in training, whichever is greater (this minimum guarantee does not apply to in house C.P.R. training). The banking of such hours is to be used at a time mutually agreeable to the employee and the **Guelph-Wellington EMS**, but in any event, before the end of the fiscal year (i.e. Jan. 1 to Dec 31) in which the hours were banked.

This understanding does not apply to any time spent by an employee in obtaining the following: **Emergency Medical Care Assistant**, C.P.R., First Aid Certificate, Driver's License, or any re-certification including **Advanced Life Support** procedures.

The Employer agrees to schedule in house training sessions on an annual basis for C.P.R. certification training.

Notwithstanding the above, no employees shall suffer a reduction in regular weekly wages as a result of a training session mandated by **Guelph - Wellington EMS** or as a result of the annual re-certification testing and/or training required by Base Hospital so that the employee is current in the certifications requested to perform delegated medical acts as referred to in the Ambulance Act and Regulations there under. This provision does not apply to training of any other sort.

Part time employees when entitled under the assigned work schedule will receive payment for training on the same basis as provided for full time employees.

The Employer recognizes that Advanced Care Paramedics are required to complete additional hours of education to meet the requirements of their certification. The Employer will pay the ACP employee at straight time for time spent on completing this education once completion is verified to the satisfaction of the Employer. The total number of hours paid per ACP will not exceed twenty-four (24) hours, including in house education relevant to certification. Paramedics will not claim time spent on education that is paid for by any other party.

In addition, the Employer will reimburse each ACP up to two hundred dollars (\$200) per calendar year for the cost of tuition or registration for education that meets the requirements of certification. The costs and course must be preapproved by the Employer and receipts provided to the Employer.

CORPORATION OF THE CITY OF GUELPH
AND
OPSEU LOCAL 231 – GUELPH - WELLINGTON EMERGENCY MEDICAL SERVICE

2012 CONTRACT NEGOTIATIONS

LETTER OF UNDERSTANDING - JOB SECURITY

For the duration of the Collective Agreement, the Employer agrees not to reduce the normal work week for full time employees employed on the date of ratification of this Agreement subject to any directives from the Ministry of Health concerning staffing patterns or hours of work. In clarification, this provision does not limit the right of layoff subject to any required approvals under the Ambulance Act.

RENEWED AT GUELPH, ONTARIO, THIS _____ DAY OF _____, 2012

FOR THE CORPORATION

FOR THE UNION

CORPORATION OF THE CITY OF GUELPH
AND
OPSEU LOCAL 231 – GUELPH - WELLINGTON EMERGENCY MEDICAL SERVICE

2012 CONTRACT NEGOTIATIONS

LETTER OF UNDERSTANDING - JOB SHARING

A. DEFINITIONS

1. Job Sharing is defined as an arrangement whereby two employees share the hours of work of what would otherwise be one full time position.
2. The employees involved in a job sharing arrangement (hereinafter referred to as job sharing participants) will be classified as part time employees but the position being job shared will remain full time.
3. The "parties" to any discussion about the creation of any job sharing arrangements are the Employer and the Union Representatives **or their** Union Executive/Management Committee.

B. INTRODUCTION

1. A job sharing arrangement may be implemented as follows:
 - a) The Employer or the Union may propose a job sharing arrangement if a full time position becomes vacant and the Employer or the Union believes that a job sharing arrangement would be advantageous.
 - b) A full time employee may propose a job sharing arrangement if the full time employee wishes to job share their full time position. If such a full time employee's proposal is approved by the parties and posted, but there is no qualified applicant, then the requesting full time employee shall retain the full time position.
 - c) More than one full time or part time employee may propose that any vacant full time position be considered for a job sharing arrangement. If approved by the parties, the job sharing position will be posted under the terms of the Collective Agreement.
2. The provisions of B.1. above are subject to the Agreement of the parties. If the parties do not agree, the job sharing arrangement will not proceed.

3. To be considered by the parties any job sharing proposal must relate to the sharing of one full time position by two employees who share the same job classification.
4. The position in question shall remain a full time position within the Employer's complement for the duration of the job sharing arrangement.
5. The individual job-sharing participants shall have the status and entitlements of part time employees, subject to the terms and conditions set out in the Collective Agreement as modified by this Memorandum.

C. DISCONTINUATION OF JOB SHARING

A job share arrangement may be discontinued as follows:

1. Following Trial Period

Each job sharing arrangement will have a trial period of four (4) weeks during which time any job sharer who was originally a full time employee at the creation of the job sharing arrangement will have the right to revert back to their full time position.

After four (4) weeks, the position becomes a job sharing position and the procedure in 2, 3, and 4 below shall govern discontinuance.

2. If one of the job sharing participants leaves the arrangement, the remaining job sharing participant, if they were a former full time employee at the creation of the arrangement shall be given the option of returning to full time status.
 - a) If the full time offer is declined, the vacant portion of the job sharing position shall be posted as a job sharing vacancy under the Collective Agreement.
 - b) If the job sharing vacancy is still not filled, the remaining job sharing participant shall be returned to full time status.
3. If one of the job-sharing participants leaves the arrangement, and the remaining job sharer was a former part time employee, the vacant job sharing position will be posted. If not filled via job posting, the job sharing arrangement will be terminated and full time position posted as a full time vacancy. The remaining job sharing participant shall revert to their former part time status.
4. Each job share arrangement shall be written in the form of a Letter of Understanding, shall be for a fixed term, as determined by the parties, and subject to review at least thirty (30) days before renewal. On notice of at least thirty (30) days to the parties and to the participants, any one of the parties or participants may cancel the job sharing arrangement for good and sufficient cause.

In the event of an announcement of the sale of Guelph - Wellington EMS or transfer of the right to deliver ambulance services within Guelph - Wellington EMS's current service area to another service provider, job sharing participants shall have the right to immediately terminate the arrangement and return to their former statuses.

D. TERMS AND CONDITIONS

1. A job sharing participant who was a former full time employee shall have the right to continue insured benefit coverage provided they agree to pay a pro-rated portion of the benefit premiums based upon the job sharing hours worked in relation to full time regular hours of work.
2. A job sharing participant who was a former full time employee shall accrue paid vacation leave pro-rated based upon the job sharing hours worked in relation to full time regular hours of work.
3. A job sharing participant who was a former full time employee shall be entitled to a pro-rated portion of sick leave hours based upon the job sharing hours worked in relation to full time regular hours of work.
4. Every job sharing Letter of Understanding shall have attached to it a work schedule indicating how the regular hours of work of the position to be job-shared will be divided between job sharing participants. Job sharing participants will make every reasonable effort to cover each other's sick leave or other absences and will notify the appropriate supervisor if unable to do so at the earliest opportunity.
5. Job sharing participants shall be eligible to be assigned ad hoc shifts that come available outside of their job sharing arrangement only after other part time employees have declined those shifts.
6. Job sharing participants are eligible for shift exchanges inside or outside of the job sharing position.
7. Job sharing participants retain their seniority accrued to the date of entry into the arrangement and thereafter accrue seniority on the part time list based on all regularly paid hours.
8. Job sharing participants will remain eligible to apply for temporary full time or part time vacancies as they arise.

RENEWED AT GUELPH, ONTARIO, THIS _____ DAY OF _____, 2012

FOR THE CORPORATION

FOR THE UNION

CORPORATION OF THE CITY OF GUELPH
AND
OPSEU LOCAL 231 – GUELPH - WELLINGTON EMERGENCY MEDICAL SERVICE

2012 CONTRACT NEGOTIATIONS

LETTER OF UNDERSTANDING – FIRST RESPONSE VEHICLE

While the Employer reserves its' right to implement a dedicated first response vehicle, Guelph – Wellington EMS agrees that it will consult with the Union at the Union Executive/Management Committee prior to a decision being made to do so.

RENEWED AT GUELPH, ONTARIO, THIS _____ DAY OF _____, 2012

FOR THE CORPORATION

FOR THE UNION

CORPORATION OF THE CITY OF GUELPH
AND
OPSEU LOCAL 231 – GUELPH - WELLINGTON EMERGENCY MEDICAL SERVICE

2012 CONTRACT NEGOTIATIONS

LETTER OF UNDERSTANDING – OMERS PLAN

The parties agree to meet to discuss the changes to the OMERS plan that may affect the members of the bargaining unit. The meeting would allow the parties to assess the various options available to both parties.

RENEWED AT GUELPH, ONTARIO, THIS _____ DAY OF _____, 2012

FOR THE CORPORATION

FOR THE UNION

CORPORATION OF THE CITY OF GUELPH
AND
OPSEU LOCAL 231 – GUELPH - WELLINGTON EMERGENCY MEDICAL SERVICE

2012 CONTRACT NEGOTIATIONS

**LETTER OF UNDERSTANDING – OUT OF SERVICE POLICY, MINIMUM CAR
COUNT POLICY**

The Employer agrees to continue the current Out of Service Policy and the Minimum Car Count Policy. Where there is a need to amend either policy, the Employer and the Union will meet to discuss the required amendments.

RENEWED AT GUELPH, ONTARIO, THIS _____ DAY OF _____, 2012

FOR THE CORPORATION

FOR THE UNION

CORPORATION OF THE CITY OF GUELPH
AND
OPSEU LOCAL 231 – GUELPH - WELLINGTON EMERGENCY MEDICAL SERVICE

2012 CONTRACT NEGOTIATIONS

LETTER OF UNDERSTANDING – MERGING OF CONTRACTS

The Parties agree that for the purpose of a more efficient, administration of the Collective Agreements, the Guelph Unit and the Wellington Unit Collective Agreements have been merged into one document.

Any differences between the bargaining unit language will be maintained unless otherwise agreed to in collective bargaining. Such differences will be clearly indicated.

The Parties also agree that both bargaining units will continue to be separate bargaining units having separate seniority lists, work schedules, etc., and agree that there is no intent to change/merge same during the life of the agreement.

RENEWED AT GUELPH, ONTARIO, THIS _____ DAY OF _____, 2012

FOR THE CORPORATION

FOR THE UNION

CORPORATION OF THE CITY OF GUELPH
AND
OPSEU LOCAL 231 – GUELPH - WELLINGTON EMERGENCY MEDICAL SERVICE

2012 CONTRACT NEGOTIATIONS

**LETTER OF UNDERSTANDING – RESPONDING TO AN EMERGENCY CALL
PRIOR TO COMMENCEMENT OF THEIR SCHEDULED SHIFT**

It is agreed that OPSEU, Local 231 and Guelph Wellington EMS will commence a one (1) year trial on July 1, 2012 to June 30, 2013 to judge the benefits to both parties on the procedure. Management and the Union shall meet at the end of this period to decide if they wish to extend or cease the trial.

An employee who responds to an emergency call, that is a code 3 or code 4 (or with the supervisor’s approval, a code 8) prior to commencement of their scheduled shift because they are already at their workplace and ready to work, shall be entitled to fifteen (15) minutes overtime for time between one (1) and fifteen (15) minutes or thirty (30) minutes overtime for time between sixteen (16) minutes and thirty (30) minutes. The maximum entitlement shall be thirty (30) minutes. The employee being relieved shall suffer no loss of pay, as a result of being relieved.

DATED AT GUELPH, ONTARIO, THIS _____ DAY OF _____, 2012

FOR THE CORPORATION

FOR THE UNION

