

COLLECTIVE AGREEMENT

between

COUNTY OF RENFREW PARAMEDIC SERVICE



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 4698**



January 1, 2005 to December 31, 2007

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PREAMBLE

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

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

ARTICLE 1 - DEFINITIONS

- 1.01** (a) Full-Time Employee - A "full-time employee shall be defined as an employee who works the standard number of hours of work as specified by Article 14.01 herein.
- (b) A "regular part-time employee" is an employee who regularly works no more than thirty (30) hours per week in a position consisting of a pre-determined number of regular hours and in respect of whom there is a pre-determined schedule.
- (c) A "relief part-time employee" is one who is employed on a relief or replacement basis who may be called as required by the County.
- (d) Temporary Employee - A "temporary employee" is an employee who may be hired for a specified term to replace an employee on leave or to perform a special non-recurring task subject to the terms and conditions of Article 14.06, herein provided.
- (e) Where used in this Agreement, the term "working days" shall mean Monday to Friday, inclusive (exclusive of paid holidays as herein provided). Otherwise, the terms "days", "weeks", "months", and "years", shall be in accordance with the calendar designation.
- (f) "Base" means a physical foundation intended or designed to house ambulance vehicles, equipment and crew.
- 1.02** Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the text so requires. Where the singular is used, it may also refer to the plural, and vice versa as required.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Functions

The Union recognizes and acknowledges that the management of the Employer's business and direction of the workforce are fixed exclusively with the Employer, and without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency, and to establish, enforce and alter from time to time rules and regulations governing the conduct of the employees;
- (b) Discharge, suspend or otherwise discipline employees, provided that employees who have completed their probationary period shall only be disciplined for just cause;
- (c) Hire, assign, promote, demote, classify, transfer, layoff and recall employees;
- (d) Determine the nature and kinds of business to be conducted by the Employer, and in the interest of efficient operation and highest standard of service, determine job rating or classification, the hours of work, work assignments, methods of doing the work, the equipment to be used, the content of jobs and the standards of performance for all employees;
- (e) Extend, limit or curtail operations or any part thereof;
- (f) Determine the number of employees to be employed, the hours to be scheduled, starting and stopping times and overtime required.
- (g) The Employer agrees that the above-described management rights shall be exercised consistent with the terms of this collective agreement. Workplace rules and standard operating procedures shall be observed by all employees.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

- (a) Employer recognizes CUPE as the sole and exclusive bargaining agent for all paramedic employees of the County in the County of Renfrew, save and except office and clerical staff, supervisors and persons above the rank of supervisor.
- (b) The Parties have further agreed that the current paramedic supervisory staffing practices related to bargaining unit work of the County of Renfrew shall not exceed 7100 hours in a calendar year.

3.02 No Other Agreement

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

3.03 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, in emergencies, or declared emergencies, when regular employees are not readily available.

3.04 Union Activity on Premises and/or Access to Premises

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

ARTICLE 4 - NO DISCRIMINATION

The parties agree that there shall be no discrimination or harassment within the meaning of the Ontario Human Rights Code against any employee by the Union or the County by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The County and the Union further agree that there will be no intimidation, discrimination,

interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union, or by reason of exercising a right under the terms of the Collective Agreement.

ARTICLE 5 - STRIKES & LOCKOUTS

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

ARTICLE 6 - UNION SECURITY

6.01 Union Membership

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

6.02 Union Dues Deduction

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

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

6.03 Remittance of Dues to the Union

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

6.04 T-4 Slips

The County agrees to include on the employee's income tax T-4 slips the amount of Union dues or equivalent deducted.

6.05 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with the Union security and deduction authorization.
- (b) The County shall provide the Union with the names of newly hired employees within seven (7) days of their commencement, together with their classification and whether their status is full-time or part-time.
- (c) A designated representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, and for a maximum of fifteen (15) minutes, within two (2) weeks of notification as provided in (b) above, for the purpose of acquainting the new employee with her responsibilities and obligations to the County and the Union.
- (d) At this time the employee will be provided with a copy of the Collective Agreement. The County shall be informed, in writing, of the name of the designated representative. The interview shall be conducted in a suitable place and at a suitable time, both to be determined by the Deputy Chief responsible for the new employee.
- (e) The designated representative of the Union will be provided with copies of the Collective Agreement by the Human Resources Department for distribution to new employees.

6.06 Copies of the Collective Agreement

The Union and the County agree to share the costs of reproduction of the Collective Agreement in sufficient number on an equal basis and in a mutually approved form.

The Union will be responsible for distributing copies of currently negotiated Collective Agreements to CUPE Local 4698 bargaining unit employees.

6.07 Correspondence

All general correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or her designate and the Recording Secretary of the Union unless as otherwise specifically provided for herein, with a copy to the Service Representative.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 The Union agrees to inform the Employer, in writing, of the names of the stewards and of any changes therein, and the Employer will not be required to recognize such stewards until notification from the Union has been received.

7.02 Grievance Committee

The Chief Stewart, the Steward involved and the President or designate of the Union Executive shall constitute the Grievance Committee in a number limited to three (3) members.

7.03 Labour-Management Committee

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

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

7.04 Local Bargaining Committee

The Employer agreed to recognize a negotiating committee comprised of four (4) employee representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representative of the Canadian Union of Public Employees when negotiating with the Employer.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

7.05 Union Stewards

The Employer agrees to recognize a total of eight (8) (including the Chief Steward) Union stewards to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement. There shall be one steward to represent each base.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate Supervisor. If, in the performance of her duties, a Union steward is required to enter an area within the Employer's premises in which she is not normally employed, she shall report her presence to the Supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming her regular duties and responsibilities, such steward shall again report to her immediate Supervisor. A Union steward shall

suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours.

7.06 Representation

It is understood that the Director and the Union shall have such counsel as they may desire beginning at Step 3 of the grievance procedure, at negotiations, at conciliation and at arbitration.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Definition of a Grievance

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

8.02 Settling of Grievances

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

Step 1

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

Step 2

The employee accompanied by her steward, may present her alleged grievance to the Chief or designate within five (5) working days following the decision at Step 1. The Union Grievance committee may present the grievance in writing to the Chief or her designate. A meeting will be held within five (5) working days between the Chief or her designate and the Union Grievance Committee. The decision of the Chief or her designate representative shall be delivered in writing within five (5) working days.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration within twenty (20) working days of the receipt of the reply of the Chief or her designate.

8.03 Policy Grievance

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

8.04 Group Grievance

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

8.05 Facilities for Grievance Meetings

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

8.06 Right to Have Steward Present

At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of her Steward or designate. In the case of suspension or discharge the County shall notify the employee of this right in advance.

8.07 Supplementary Agreements

Supplementary written agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedures. This provision shall not apply where the parties mutually agree that any supplemental written agreements are not subject to the grievance and arbitration procedures.

8.08 Composition of Arbitration Board

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.

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

8.09 Failure to Appoint

If the recipient of the notice in Article 8.10 fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairperson within five (5) working days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

8.10 Decision of the Board

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

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

8.11 Expenses of the Board

Each party shall pay:

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

8.12 Amending of Time Limits

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

8.13 Management Grievance

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

ARTICLE 9 - DISCIPLINE

9.01 Suspension and Discharge

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed her probationary period that

she has 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 County at Step No. 2 within five (5) working days after the date of discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure. The County agrees it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

9.02 Copies of Disciplinary Letters

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

9.03 Evaluations

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

9.04 Access to Record

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

9.05 Clearing of Record

Any letter of reprimand or suspension, or reference to same, will be removed from the employees record after one (1) year following the receipt of such letter or suspension if the employee's record has been discipline free for one (1) year.

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

ARTICLE 10 - SENIORITY

10.01 Probationary Period

- (a) A new employee shall be on probation and shall have no seniority standing until she has completed five hundred and four (504) hours of straight time worked within any twelve (12) calendar months. Upon completion of probationary period she shall be credited with seniority equal to five hundred and four (504) hours of straight time worked. The release or discharge of a probationary employee shall not be the subject of a grievance or arbitration.
- (b) Except where otherwise excluded, probationary employees shall be entitled to all rights under the terms of this Agreement.

10.02 Definition of Seniority

Seniority shall be defined as an employee's length of service in the bargaining unit from her last date of hiring. In the case of part-time employees, they shall accumulate seniority on the basis of one (1) year for each one thousand, five hundred (1,500) hours of regular straight time hours worked. At no time does an employee earn more than one (1) year seniority in a calendar year. This is in effect the date of signing of this Collective Agreement.

Seniority shall apply on a bargaining-unit-wide basis. For the purpose of job postings part-time seniority shall apply on an equal basis with full-time seniority and for this purpose only, part-time seniority will be recalculated on the basis of 1950 hours equals one (1) year of full-time seniority.

10.03 Posting of Seniority List

The County shall prepare and post on the bulletin board separate seniority lists for full-time, regular part-time and part-time relief employees with a copy to the Union. These lists shall be revised and posted semi-annually in January and July. Each list shall remain posted and if no challenge to the list(s) is filed in writing to the County within thirty (30) calendar days, the respective lists shall be accepted by all part-time and full-time employees as correct for all purposes. Up-to-date seniority information shall be available to the Union as soon as practicable after a request for such information has been made.

10.04 Loss of Seniority and Termination

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

- (a) is discharged and such discharge is not reversed through the grievance procedure or arbitration;
- (b) quits employment in writing;
- (c) is absent from work for three (3) consecutive scheduled shifts without just cause;
- (d) is laid off for a period of twenty-four (24) consecutive months;
- (e) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the County through registered mail addressed to the last address on the records of the County, subject to any special provisions regarding temporary vacancies noted under the Article 10.08 Layoff and Recall;
- (f) is absent due to illness or disability for a period of thirty (30) consecutive calendar months from the time the disability or illness commenced;
- (g) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than that for which the leave was granted unless mutually agreed upon.

10.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the County, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under the provision of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days; the benefits concerned appropriately reduced on a prorated basis and the employee's anniversary date adjusted by the period of absence exceeding thirty (30) days.

- (c) In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence, except that the County will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits.

The County will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

- (d) It is further understood that during such unpaid absence, credit for seniority for purposes of promotions, demotions, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity leave or for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.S.I.B. or L.T.D. benefits for a period of one (1) year if an employee's unpaid absence is due to an illness.

10.06 Job Posting

Where a permanent vacancy 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 for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The posting shall stipulate the qualifications, classification, rate of pay, base, shifts, applicable status (full-time or regular part-time) and the number of hours of work in the rotation.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days. Applications for such vacancies shall be made in writing within the three (3) calendar days. The parties agree that proxy applications for positions will be accepted by the Employer.

In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

Once a position is posted, the successful applicant must be placed in the position within thirty (30) calendar days from the date on which the job posting closes. Where the County and Union mutually agree, the thirty (30) calendar days may be extended.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.

Trial Period

Where posting to a new or different job classification, the successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

10.07 Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without her consent not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months of the transfer, she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the Bargaining Unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, she shall accumulate seniority during the period of time outside the bargaining unit.

- (d) No employee shall be permanently transferred by the Employer to another base within the Service without her consent. Any dispute arising from the application of this clause shall be resolved in accordance with Article 8.

10.08 Layoff and Recall

Preamble:

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

- (a) A layoff is defined as a reduction in the number of bargaining unit positions or a reduction in an employee's master scheduled hours of work.
- (b) In the event of a proposed layoff of a permanent or long term nature or the elimination of a position within the bargaining unit, the Employer shall:
 - (i) Provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position; and
 - (ii) Provide to the affected employee(s), if any, no less than five (5) months written notice of layoff or pay in lieu thereof.
 - (iii) Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

An employee in receipt of notice of layoff may:

- (a) Accept the layoff; or,
- (b) Displace a less senior employee; or
- (c) Elect to be placed on the relief part-time employee list; or,
- (d) Opt to receive a separation allowance as outline in Article 10.09.

An employee shall have opportunity of recall from a layoff to an available opening in order of seniority, provided that she is able to meet the normal requirements of the job.

No new employees shall be hired until all those laid off in the job classification, have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

The employee is solely responsible for her proper address and telephone number being on record with the Employer at all times.

In the event of a layoff of a full-time employee, the Employer shall pay its share of insured benefits premiums for the duration of the five (5) month notice period.

No full-time employee within the bargaining unit shall be laid off by reason of her duties being assigned to one or more part-time employees.

10.09 Separation Allowance

A separation allowance of one week per year of service to a maximum of twenty-six (26) weeks, will be paid out to employees in receipt a lay-off notice who are not recalled consistent with Article 10.08.

It is understood that acceptance of any Separation Allowance by an employee constitutes a termination of employment.

Employees who accept severance payment and who submit a receipt from an approved educational program within 12 months of resignation may be reimbursed for tuition fees up to a maximum of one thousand, two hundred and fifty (\$1,250) dollars.

10.10 Technological Change

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

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

ARTICLE 11 - JOB SECURITY

11.01 No Contracting Out

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

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Leave of Absence

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

12.02 Leave for Union Business

- (a) The Employer will grant leave of absence without pay or loss of seniority to not more than two (2) employees for a total period not exceeding four (4) calendar weeks in any calendar year for the purpose of attending union conventions provided the Employer is given at least ten (10) days' written notice by the Union. Additional leave of absence for Union purposes shall be granted at the discretion of the Employer and shall not be unreasonably refused.
- (b) An authorized Union representative may request leave of absence for Union business by written request to her District Manager. Where a replacement is required, the District Manager will arrange for another qualified employee to work the scheduled hours of the Union representative. Such request will not be unreasonably refused provided the following conditions are met:

- (i) at least ten (10) days' notice is given to the District Manager, except in circumstances beyond the control of the Local Union; and
- (ii) where a replacement is required, she may have equivalent qualifications.

Where the leave of absence has been granted as described above, the employee will be considered to have worked her scheduled shift for the calculation of pay and benefits. In such case, the Union will reimburse the County for the cost of whichever employee is greater, but not both.

12.03 Full-time Position With the Union

Upon application in writing by the Union on behalf of the employee to the County, a leave of absence without pay shall be granted to such employee(s) elected or appointed to positions with CUPE, its affiliates, or anybody to which it is affiliated for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

There shall be no loss of service or seniority during such leave of absence and the employee(s) shall accumulate service and seniority on the basis of what her normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the County on the basis of what her normal regular hours of work would have been, provided that the Union reimburses the County in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the County of her intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to her former duties on the same shift in the same department and at the appropriate rate of pay subject to any changes which would have occurred had the employee not been on leave. The County may fill the vacancy resulting from such leave on a temporary basis for the duration of the leave.

12.04 Bereavement Leave

- (a) For full-time and regular part-time employees (excluding new probationary and temporary employees), a leave of absence without loss of regular straight time pay for scheduled hours shall be granted to a maximum of five (5) calendar days for the death of

a spouse and, children, and to a maximum of three (3) calendar days for the death of a mother, father, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, grandparent of spouse, niece, nephew or a relative permanently residing in the employee's household.

Spouse shall be defined as follows:

- (i) a person who is married through an ecclesiastical or civil ceremony to an employee; or
 - (ii) a person or same sex partner who although not legally married to an employee, has co-habited continuously for a period of not less than twelve (12) months.
- (b) Where an employee is attending the funeral, reasonable travelling time without pay may be granted by the Employer. Where the employee concerned is required to handle legal matters arising from death, reasonable time without pay may be granted by the Employer.
 - (c) Where a full-time employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with the above provisions. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.
 - (d) An employee may reserve one of the days specified above for future use, to attend the memorial service of the deceased, if that service is scheduled for a later date.

12.05 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the County, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the County immediately on the employee's notification that she will be required to attend at court;

- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the County the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the County on her regularly scheduled day off, the County will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than she is scheduled to work that day, the County will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the County is unable to reschedule the full-time employee and, as a result, she is required to attend during other than her regularly scheduled paid hours, she shall be paid for all hours actually spent at such hearing at her straight time hourly rate subject to (a), (b) and (c) above.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the County on her regularly scheduled day off, she shall be paid for all hours actually spent at such hearings at her regular straight time hourly rate subject to (a), (b) and (c) above.

12.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the County with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written

notification received by the County at least two (2) weeks in advance thereof.

- (d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the County's Supplementary Unemployment Benefits (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of the weekly employment insurance benefits and any other earnings. Receipt by the County of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the County will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while a full-time employee is on pregnancy leave.

Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while a part-time employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

- (f) For full-time employees the County will continue to pay its share of the contributions of the subsidized employee benefits, including

pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

For part-time employees, the County will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The County will register those benefits as part of the Supplemental Employment Benefit Plan with the Employment Insurance Commission.

- (g) Subject to any changes to the employee's status which would have occurred had the employee not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07 Parental Leave

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

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

- (e) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (d) above by written

notification received by the County at least two (2) weeks in advance thereof.

- (f) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the County's Supplemental Employment Insurance Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the County of the employee's employment insurance cheque stubs shall constitute proof that the employee is in receipt of employment insurance parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on her last day worked prior to the commencement of the leave times the employee's normal weekly hours plus any wage increase or salary increment that the employee would be entitled to receive if she were not on parental leave.

In addition to the foregoing, the County will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (g) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while a full-time employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while a part-time employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

- (h) For full-time employees the County will continue to pay its share of the contributions of the subsidized employee benefits, including

pension, in which the employee is participating for a period of up to thirty-five (35) weeks while the employee is on parental leave.

For part-time employees the County will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of parental leave. The County will register those benefits as part of the Supplemental Employment Benefit Plan with the Employment Insurance Commission.

- (i) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.08 Education Leave

Where employees are required by the County to take courses to upgrade or acquire new employment qualifications, the County shall pay the full costs associated with the courses.

Subject to operational requirements, the County will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the County.

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

12.09 Personal Leave

Employees will be granted a maximum of seven and one-half (7.5) hours per calendar year without loss of pay for personal leave to attend to an unforeseeable emergency such as a fire, flood, or an illness, injury or accident to a family member to which the employee is compelled to attend to without delay. It is understood that this time away from work is included in, and not in addition to, the entitlement to be away from work pursuant to the Employment Standards Act.

ARTICLE 13 – STD, LTD, INJURY AND DISABILITY

13.01 Short Term Disability Plan

(A) INTRODUCTION

The plan provides two periods of benefits: Sick Pay and Long Term Disability. These cover the periods before and after the disability benefits paid by the Canada Employment Insurance Commission. This Article 13.01 describes the Sick Pay Benefit. Be sure to read Article 13.02 on the Long Term Disability benefit too.

(B) PLAN HIGHLIGHTS

Comprehensive Coverage

- During the first fifteen (15) weeks of disability, the Employer pays up to one hundred percent (100%) of earnings.
- Sick pay benefits from the 16th to 30th week of disability are provided by the Canada Employment Insurance Commission.
- After the 30th week, long term disability benefits of up to seventy-five percent (75%) of earnings are provided by the plan until the employee reaches age 65, or for life in some cases (see long term disability insurance pamphlet).

No Limits on Pre-existing Conditions

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

(C) ELIGIBILITY FOR SICK PAY

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

(D) AMOUNT OF SICK PAY

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

- at least 3 months 66 2/3% of regular earnings
- at least 1 year 70% of regular earnings
- at least 2 years 80% of regular earnings
- at least 3 years 90% of regular earnings
- at least 4 years 100% of regular earnings

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

The amount you receive will be the greater of:

- the sick pay benefit stated above
- 60% of your insurable earnings, as defined by the Canada Employment Insurance Commission

(E) QUALIFYING PERIOD

The qualifying period is the period of disability before sick pay benefits commence. There is no qualifying period for the first three periods of total disability in a calendar year. No benefit is payable for the first two days of absence in the fourth and subsequent periods of total disability in a calendar year. A period of total disability may include more than one absence if such absences are from the same or related cause and are separated by a period of less than three weeks.

(F) PAYMENT OF BENEFIT

The sick pay benefit is paid by your Employer through salary continuance following the expiration of the qualifying period.

(G) DURATION OF BENEFITS

Benefits are payable for up to fifteen (15) calendar weeks based on a normal five-day work week. After that, benefits are granted by

the Canada Employment Insurance Commission for the next fifteen (15) calendar weeks.

(H) RECURRENCE OF DISABILITY

When you return from an absence due to a total disability and work for three (3) continuous weeks, your benefit period of fifteen (15) calendar weeks will be reinstated in full. However, if within three (3) regular work weeks following your return to work you are disabled from the same or a related cause, only the remainder of the fifteen (15) calendar week benefit period will apply.

If within three (3) regular work weeks following your return to work you become disabled from an unrelated cause or injury or illness, your benefit period will be reinstated in full. However, if you remain absent from work and you become further disabled (due to a related or unrelated cause of injury/illness) the fifteen (15) calendar week benefit period will not be reinstated.

If you return to work on an approved modified work program, you are not considered to be actively at work. The time spent doing modified work continues to count toward the expiry of the fifteen (15) week benefit period and does not cause it to be reinstated.

(I) EXCLUSIONS

You are not considered to be totally disabled unless you are under the active and continuous care of a physician and are following the treatment prescribed by the physician for that disability.

Sick pay benefits are not payable in respect of disability resulting from:

- intentionally self-inflicted injuries
- civil disorder or war
- committing or attempting to commit a criminal offense, excluding operating a vehicle while your blood contains more than 80 milligrams of alcohol per 100 millilitres of blood.

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

(J) PROOF OF DISABILITY

Proof of total disability, such as a doctor's certificate, that is satisfactory to your Employer, is required if you are absent for three (3) days or more, and is subject to a periodic review thereafter. Such proof may also be required at any time in order for you to qualify for benefits.

(K) LEAVES OF ABSENCE

No benefit is payable during leaves of absence.

If you become totally disabled prior to a pregnancy or parental leave of absence, the leave will commence on the earliest of:

- the agreed upon leave date
- the date of birth of the child
- the adoption date.

If you become totally disabled while on a leave of absence and are unable to return to work, you will be considered to be totally disabled on the date you are scheduled to return to work.

(L) DISPUTES

If you dispute an aspect of the sick pay benefit, you may appeal to your Employer in writing. You will be responsible for any costs involved in making the appeal, including the cost of obtaining medical evidence.

If you are refused sick pay due to insufficient medical evidence, you may appeal with submission of further medical evidence. If you appeal without submitting further evidence, you must bring forward existing evidence that warrants further consideration.

Your Employer is responsible for all aspects of responding to your appeal, including costs.

(M) WHEN YOUR COVERAGE TERMINATES

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

- you terminate employment, retire or die

- you transfer to a group not covered by the plan
- the plan terminates or your Employer terminates participation in the plan.

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

(N) EMPLOYMENT INSURANCE BENEFITS

Sick pay coverage from the 16th to 30th weeks of total disability is provided by the Employment Insurance Sick Benefit available through your local Canada Employment Insurance Commission office. The two week waiting period under Employment Insurance rules is waived.

(O) DEFINITIONS

Actively at Work and Active Work

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

Service

A period of unbroken employment with your Employer including;

- vacation days and holidays granted
- approved leaves of absence

Date of Disability

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

Total Disability and Totally Disabled

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

13.02 Long Term Disability Plan

(A) PLAN HIGHLIGHTS

Comprehensive Coverage

- During the first 15 weeks of disability, the Employer pays up

to 100 percent of earnings.

- Sick pay benefits from the 16th to 30th week of disability are provided by the Canada Employment Insurance Commission.
- Long Term Disability benefits of up to 75% of earnings are provided by the Plan until the employee reaches age 65, or for life in some cases.

No Limits on Pre-existing Conditions

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

Rehabilitation Program

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

Portability

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

Medical Information

You are responsible for costs to obtain medical information.

(B) JOINING THE PLAN

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

The effective date of coverage will be the latest of:

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

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

(C) WHEN TO APPLY FOR BENEFITS

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

(D) WHEN BENEFIT PAYMENTS BEGIN

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

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

(E) RECURRENCE OF DISABILITY

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

(F) AMOUNT OF LONG-TERM DISABILITY (LTD) BENEFIT

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

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

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

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

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

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

(G) WHEN BENEFITS STOP

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

- the day you cease to be totally disabled
- the day you engage in any occupation for wage or profit except as permitted under the Rehabilitation Benefit
- the day you cease medical care and treatment, or fail to provide proof of continuance of total disability to Manulife, as required
- the day you refuse to participate in an approved rehabilitation program
- the date of your death
- the day you refuse to participate in vocational assessment
- the day you are confined in a prison or similar institution

- your sixty-fifth birthday, if you become disabled before age sixty-four (64) and you have completed fewer than ten (10) years of continuous service, when you become disabled
- the day twelve (12) months after the date of disability, if you become disabled after age sixty-four (64) but before age (minus the qualifying period) and you have completed fewer than ten (10) years of continuous service when you become disabled
- the date of death if you have completed ten (10) years of continuous service when you become disabled. In this case at age sixty-five (65) your benefit will be further reduced by any additional payments from government plan that begin at that age (see amount of long-term disability benefit)
- the date you fail to submit to a medical examination at Manulife's request, by a physician Manulife appoints.

(H) WAIVER OF PREMIUMS

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

(I) EXCLUSIONS

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

All total disabilities are covered, excluding those resulting from:

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

(J) REHABILITATION BENEFIT

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

(K) LEAVES OF ABSENCE

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

(L) PORTABILITY OF COVERAGE

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

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

(M) MEDICAL APPEALS PROCESS

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

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

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

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

(N) WHEN YOUR COVERAGE TERMINATES

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

- you are not eligible
- you are not employed by the participating Employer
- you do not belong to a participating group
- you do not live in Canada
- your disability benefit terminates and you do not return to work
- the group benefit plan terminates.

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

(O) DEFINITIONS

Actively at Work and Active Work

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

Continuous Service

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

- vacation days and holidays granted
- temporary layoffs

- interruptions of service approved by Manulife

Date of Disability

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

Total Disability and Totally Disabled

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

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

13.03 Injury Pay

If an employee is injured on the job and her District Manager/ Duty Officer excuses her from further duty for the balance of her shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

13.04 Payment Pending Determination of W.S.I.B Claims

- Applies to full-time only**
- a. If a full-time Employee is injured on the job and her supervisor excuses her from further duty for the balance of the shift, the Employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.
- Applies to part-time only**
- b. If a part-time Employee is injured on the job and her supervisor excuses her from further duty for the balance of the shift, the Employee's regular rate of pay shall continue for the balance of that shift.
- Applies to full-time only**
- c. The Employer shall advance to the Employee eighty-five percent (85%) of the Employee's net average earnings, until such time as Worker's Compensation benefits are processed, if the duration of an approved Worker's Compensation claim exceeds two (2) weeks. The Employee must file a separate request for each two (2) week period.
- Applies to part-time only**
- d. The net average earnings for part-time Employees will be calculated based on earnings in the twelve (12) month period preceding the accident.
- e. Although there will be no assignment of W.S.I.B. payments, the Claimant must immediately reimburse the Employer upon receipt of W.S.I.B. benefits for any advance of funds provided for in this clause. If a claim is disallowed by the W.S.I.B. the employee(s) shall repay the Employer the full amount owed at a rate of no less than ten percent (10%) of each net pay. Should the employee voluntarily resign her employment the amount owed will be deducted from moneys owed to the employee by the Employer upon termination, and any outstanding balance still owed by the Employee after that will be repaid within two (2) weeks. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan.
- f. This provision shall not apply in the event of lump sum or permanent disability awards.

13.05 Medical Care Leave

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

ARTICLE 14 - ASSIGNMENT OF WORK

14.01 Hours of Work

- (a) The regular work day for full-time employees (The regular work week for a full-time employee will be 156 hours averaged over a four (4) week period) will be either an eight (8), ten (10), or twelve (12) hour shift. The regular work week will not exceed forty (40) hours per week averaged over two (2) pay periods of four (4) weeks. The meal period shall be an uninterrupted period except in cases of emergency.
- (b) The regular work week for regular part-time employees will not exceed the employee's predetermined commitment of sixty (60) hours in a pay period, and the regular work day will be either an eight (8), ten (10), or twelve (12) hour shift. The meal period shall be an uninterrupted period except in cases of emergency.

This provision will not preclude a regular part-time employee from working additional hours of work pursuant to Letter of Understanding, Part-time/Relief Scheduling Practice, in addition to that employee's predetermined commitment.

14.02 Paid Rest Periods

The County will allocate one fifteen (15) minute paid rest period during each period of three and three quarter (3 3/4) hours of work.

14.03 Work Schedule

"Work schedule" is a written statement setting forth the days and hours upon which the employees are required to work, and the days upon which employees are scheduled to be off work. The schedule of normal working hours for full-time and part-time employees shall consist of a minimum of six (6) consecutive weeks, be prepared in ink and shall be posted at least ten (10) consecutive days, prior to the beginning of the work schedule at a location

where it is most likely to come to the attention of employees concerned. Work schedules shall embody the following conditions:

- (a) The scheduled daily hours of work shall be continuous and only interrupted by rest periods or a meal period. No bargaining unit employee shall be required or permitted to work a split shift.
- (b) For full-time and regular part-time employees, a minimum period of twelve (12) hours shall elapse between the end and resumption of work and failing this; the employee shall be remunerated at the overtime rate for the number of hours the interval is short of twelve (12) hours.
- (c) Full-time and regular part-time employees required to work weekends shall have at least one (1) weekend off in three (3). If however, exigency requires that she works three (3) consecutive weekends she shall be paid at the overtime rate for her hours worked on the third consecutive weekend. This shall not apply where:
 - (i) A regular part-time employee is offered and voluntarily accepts an additional shift in accordance with Article 14.04.
 - (ii) Such weekend work is worked by an employee to satisfy days off requested by the employee;
 - (iii) An employee requests weekend work;
 - (iv) Such weekend work is the result of an exchange of shifts with another employee.
- (d) No full-time or regular part-time employee shall work more than five (5) consecutive days, except if four (4) consecutive days for shifts greater than eight (8) hours.
- (e) Where practicable to do so for employees who so request, full-time and regular part-time employees shall be provided at least three (3) consecutive days off inclusive of either Christmas Day and Boxing Day or New Year's Day. This shall not apply to employees who normally work Monday to Friday and who are not scheduled to work on a statutory holiday. Requests for time off under this provision must be submitted at least two (2) weeks prior to the posting of the schedule. Preference for either of the periods of time off work will be on a rotational basis and shall be given priority over requests for vacation or leave of absence for the same period. The schedule

incorporating the Christmas Day/New Year's Day period shall be posted no later than December 1st.

- (f) When a new master rotation is introduced, and it is base specific, full-time and regular part-time employees shall select their preferred scheduled rotation in order of seniority.

14.04 Exchange of Shifts

Employees may request to exchange shifts and/or days off with the written consent of their District manager. Requests must be submitted in writing to their District manager in advance, be co-signed by the employees willing to exchange shifts and/or days off, and be authorized by the District manager before the exchange can take place. Such permission shall not be unreasonably denied. Exchange of shifts and/or days shall not result in overtime payments or time off with pay. Where the shifts involve shift differential this shall be paid to the employee working such shift.

14.05 Temporary Vacancy

Where a full-time or regular part-time position becomes vacant due to a temporary absence of the incumbent employee in a position for a period greater than thirty (30) calendar days the Employer shall post the position in accordance with the timelines as outlined in Article 10:06. Failure to fill the position from the Part-time employees, the position may be subsequently posted externally.

During the period an employee is replacing another employee in a temporary vacancy she shall not be eligible for any concurrent temporary vacancies.

The Employer may post for temporary summer vacation replacement(s) for the period of mid-June to mid-September for the purpose of vacation replacement.

Posting of the position shall be in accordance with Article 10:06. The time shall be for the incumbent's leave or earlier should the incumbent's circumstances change.

14.06 Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who is on approved leave of absence, absence due to WSIB disability, sick leave, long-term disability or to perform a special non-recurring task. The period of

employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

The Employer shall maintain a list of all temporary assignments and temporary employees. An up-to-date list shall be sent to the Union on a quarterly basis.

14.07 Work Schedule Committee

The parties agree that they will form a scheduling committee of two (2) representatives from management and two (2) representatives from the Union to review and make recommendations to the scheduling practices to the Director of Emergency Services.

ARTICLE 15 - WAGES AND PREMIUM PAYMENT

15.01 Definition of Regular Straight Time Rate of Pay

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

15.02 Definition of Overtime

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

15.03 Overtime Premium

Except as provided in Article 16.05, the overtime rate shall be time and one-half (1½) the employee's regular straight time hourly rate.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same

hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

15.04 Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked. Time off in lieu may be taken on a mutually agreed upon basis between the employee and the County, such time off will be the equivalent of the premium rate the employee has earned for working overtime.

A request by an employee for time off in lieu of overtime shall not be unreasonably denied, it being understood that vacation requests shall supersede a request for time off in lieu of overtime.

The County shall revert to payment of accumulated overtime when the employee requests to be paid, or where time off in lieu for accumulated overtime owing is not taken in the course of the fiscal year in which it was earned.

15.05 Additional Paid Rest Periods

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

15.06 Paid Meal Break

An employee required to work more than two (2) hours overtime:

- (a) Shall be supplied a meal by the County. A further meal will be supplied for each four (4) hours continuous of overtime thereafter.
- (b) When the employees are in transit during a meal period they will be provided with up to a maximum of nine dollars (\$9.00) per meal provided that the employee submits a meal voucher.

15.07 Distribution of Overtime

Overtime will be offered in order of seniority on an equitable basis first to full-time employees, failing this, to regular part-time employees, and failing this to relief part-time employees. An available work opportunity offered and declined will be counted for the purpose of determining equitable distribution.

Overtime accumulated as a result of shift overrun will not be considered in the equitable distribution of overtime.

15.08 Reporting Pay

- (a) Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours when work is not available due to conditions beyond the control of the County. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report to work.
- (b) When a regular part-time employee is required to work on a non-scheduled shift of at least seven and one-half (7.5) hours, they will be paid for the full shift if reporting to work within one (1) hour of notification.
- (c) The County will endeavour to schedule compulsory in-service in conjunction with a scheduled shift. Attendance at the in-service will be compensated at the employee's straight time rate of pay.

If the in-service is scheduled at a time, which is not in conjunction with a scheduled shift, attendance at the in-service will be compensated at a minimum of two (2) hours at straight time.

15.09 Call-back

- (a) A full-time or regular part-time employee who has left the premises and is called back by Management within 24 hours of the commencement of the last scheduled shift to meet emergency conditions shall be paid one and one-half (1.5) times her straight time hourly rate of pay for all hours worked on a call-back with a minimum payment equivalent to four (4) hours pay at one and one-half (1.5) times the regular straight time hourly rate of pay. However, when an employee is called back to work and the hours worked overlap with a paid holiday, the employee shall be paid double time for all time worked on a paid holiday.
- (b) When an employee is requested by her Management to commence her shift early, she shall be paid at the rate of one and one-half (1.5) times the regular straight time hourly rate of pay, for all hours worked up to the start of the employee's regular schedule shift

(c) **Call-In**

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

15.10 Temporary Transfer

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

15.11 Shift and Weekend Premium

Employees shall be paid a shift premium of sixty-five cents (\$0.65) per hour for actual hours worked between 1600 and 0800 hours the following day.

Employees shall be paid a weekend premium of sixty-five cents (\$0.65) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.

15.12 Daylight Savings Time

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

15.13 Pay Day

The Employer shall pay its employees no later than Thursday of the pay week. The Employee's pay shall be deposited into the employee's bank account directly and the employee shall be provided with a pay stub showing the hourly rate of pay, year to date deductions, date of pay period, deductions made, the number of working hours both regular and overtime and the premiums.

When there is a County error greater than one (1) shift in an employee's pay, the County will issue the amount owing within two (2) working days of the error being identified, if requested.

When the County inadvertently overpays an employee, one (1) shift or less the overpayment shall be deducted from the employee's following pay cheque.

An amount greater than one shift shall be deducted from the employee's pay cheques by a reasonable amount mutually agreed upon between the employee, Employer and the Union.

ARTICLE 16 - PAID STATUTORY HOLIDAYS

16.01 Paid Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Third Monday in February (Heritage Day if so proclaimed)
August Civic Holiday	
Remembrance Day	

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

16.02 Definition of Holiday Pay and Qualifiers (applies to full-time employees only)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work it being understood that an employee who works more than seven and one-half (7½) hours is entitled to holiday pay of seven and one-half (7½) hours times his hourly rate of pay.

In order to qualify for holiday pay for any holiday, or to qualify for a lieu day, an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

16.03 Payment for Working on a Holiday

If an employee is required to work on any of the holidays, the employee shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.05. In addition, if the employee qualifies in accordance with Article 16.02 above, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work, it being understood that an employee who works more than seven and one-half (7½) hours is entitled to holiday pay of seven and one-half (7½) hours times her hourly rate of pay.

16.04 Lieu Day (applies to full-time employees only)

If a paid holiday is observed during an employee's vacation or scheduled day off, or she is otherwise entitled to a lieu day, the employee shall be granted a lieu day off with pay at a time mutually agreed upon between the employee and the County.

16.05 Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

17.01 Vacation Entitlement

- (a) An employee with less than one (1) year of continuous service at January 1st of any year shall receive vacation, prorated for each month of service up to a maximum of seventy-five (75) hours at regular straight time pay.
- (b) An employee with one (1) but less than two (2) years of continuous service at January 1st in any year shall receive two (2) weeks or

seventy-five (75) hours of vacation with pay at the rate effective at the commencement of the vacation.

- (c) An employee after two (2) years of continuous service at January 1st in any year shall receive three (3) weeks or one hundred and twelve and one-half (112.5) hours of vacation with pay at the rate effective at the commencement of the vacation.
- (d) An employee with five (5) years or more of continuous service at January 1st in any year shall receive four (4) weeks or one hundred and fifty (150) hours of vacation with pay at the rate effective at the commencement of the vacation.
- (e) An employee with fifteen (15) years or more of continuous service at January 1st in any year shall receive five (5) weeks or one hundred and eighty-seven and one-half (187.5) hours of vacation with pay at the rate effective at the commencement of the vacation.
- (f) An employee with twenty-three (23) years or more of continuous service at January 1st in any year shall receive six (6) weeks or two hundred and twenty-five (225) hours of vacation with pay at the rate effective at the commencement of the vacation.
- (g) **Supplementary Vacation**

The following supplementary vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation with pay.

An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) days vacation with pay.

Every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

- (j) Years of service for the purpose of vacation entitlement shall not be interrupted due to a leave of absence resulting from a compensable injury payable through the Worker's Safety and Insurance Board or when the employee is on Pregnancy, Parental or Adoption Leave.

17.02 Vacation Year

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

17.03 Vacations – Part-time Employees

- (a) Years of service for part-time employees for purpose of wage increases and vacation entitlement shall be calculated in accordance with Article 10.02 namely one (1) year of service for each one thousand, five hundred (1,500) hours of regular straight time hours worked.
- (b) Part-time employees shall, subject to the provision of (a), be entitled to receive rates of pay equivalent to full-time employees on a pro-rated basis on hours actually worked.
- (c) Vacation pay for part-time employees shall be made on the following basis:

2 weeks or less of vacation entitlement

- 4% of earnings;

3 weeks of vacation entitlement

- 6% of earnings;

4 weeks of vacation entitlement

- 8% of earnings;

5 weeks of vacation entitlement

- 10% of earnings;

6 weeks of vacation entitlement

- 12% of earnings;

30 years of service - an additional 2% of earnings in the year it is achieved;

35 years of service – an additional 2% of earnings in the year it is achieved.

On or about July 1st of each year, the County will pay the percentage of earnings of the previous calendar year. This practice will also apply to part-time employees who accept full-time positions until the part-time entitlement has been paid in full.

Any part-time employee may submit a request during the period January 15 to May 30 for a vacation advance. Such advance will be paid approximately four (4) weeks after the request. The total percentage of earnings of the previous year will be paid out.

In June and December of each year, the County will pay the percentage of earnings of the previous calendar year. This practice will also apply to part-time employees who accept full-time positions until the part-time entitlement has been paid in full.

17.04 Vacation Requests (full-time and part-time)

- (a) An employee must submit, in writing, to the County, her request for vacation during the period January 1st to March 31st by November 1st. The vacation schedule will be posted by December 1st.

An employee must submit, in writing, to the County, her request for all her vacation entitlement by March 31st of each year. An employee who does not meet this deadline will have his vacation requests considered only after all other requests submitted have been considered and granted. The vacation schedule will be posted by May 15th of each year.

- (b) Any vacation entitlement not used by Dec 31st of each year could be carried over to the following year to a maximum of eighty (80) hours. (Hours paid out will be at the rate of pay at which it was earned.)

17.05 Granting of Vacation Requests

The County is entitled to determine the number of employees who are entitled to take vacations at any given time, however, vacation requests shall not be unreasonably denied. Preference for vacations will be given in order of bargaining-unit-wide seniority. Granting of vacation requests during the Christmas/New Year period shall be subject to Article 14.03 (e).

17.06 Work During Vacation

Should an employee who has commenced her scheduled vacation and agrees upon request by the County to return to perform work during the vacation period, then that employee shall be paid at the rate of one and one-half (1.5) times her basic straight-time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which she has so worked.

A vacation lieu day shall be interpreted as the number of hours of vacation credits an employee would have used had he remained on vacation and not worked on that day. There must be twenty-four (24) hours between the end of the last scheduled shift worked and the commencement of the next scheduled shift.

17.07 Illness During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such illness shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

17.08 Vacation Pay Upon Termination

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

ARTICLE 18 – HEALTH AND WELFARE

18.01 Insured Benefits

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

(a) **Semi-Private Coverage**

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

(b) **Extended Health Care Coverage**

The County agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the County under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993, (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage to include hearing aids three hundred dollars (\$300.00) per person every thirty-six (36) months and vision care maximum one hundred and fifty dollars (\$150.00) every twenty-four (24) months.

(c) **Life Insurance**

The County agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the County under Manulife, or an equivalent plan.

(d) **Dental Plan**

The County agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the County under the Blue Cross #9 Dental Plan, as herein amended or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction. Dental recall including preventative services under the above Plan is increased to nine (9) months. Coverage of eligible employees under the Blue Cross Rider #2 Dental Plan (or equivalent) (complete and partial dentures) at 50/50 co-insurance to an annual maximum payment of one thousand dollars (\$1,000.00) and Blue Cross Rider #4 Dental Plan (or equivalent) (crowns, bridgework, and repairs to same) at 50/50 co-insurance to annual maximum payment of one thousand dollars (\$1,000.00).

18.02 Change of Carrier

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

18.03 Pension Plan

All present full-time employees enrolled in the Ontario Municipal Employees' Retirement System (OMERS) pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New full-time employees and full-time employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions. Part-time employees have the right to enroll into the Ontario Municipal Employees' Retirement System (OMERS) pension plan subject to its terms and conditions.

18.04 Benefits for Part-time Employees

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

18.05 Early Retiree Benefit

The Employer shall contribute seventy-five percent (75%) of the extended health care and dental premiums for an Early Retirement Plan for full-time employees who qualify in accordance with the OMERS guidelines, with a lifetime maximum of twenty-five thousand dollars (\$25,000) for claims.

ARTICLE 19 – CLASSIFICATION

19.01 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the County, the County shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the County to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the County of such new occupational classification and rate. Any

change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the County. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

(b) **Job Descriptions**

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

19.02 Promotion to a Higher Paying Classification

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

19.03 Part-time Progression on the Wage Grid

Part-time employees shall accumulate service for the purpose of progression on the wage grid on the basis of one year each one thousand, five hundred (1,500) hours of regular straight-time hours worked.

ARTICLE 20 – UNIFORMS, PROTECTIVE FOOTWEAR

20.01 Uniforms

The Employer will provide full-time and part-time employees with the following items as required:

- 1 Jacket System (three in one)
- 5 Tactical Pants
- 5 Uniform Shirts
- 1 Belt

1 Toque

The Employer will make available for purchase:

T-shirt
Hat
Outer Pants

The Employer will clean or replace damaged or soiled uniform items as required.

The Employer will alter the uniform of an employee in a modified work program as required.

20.02 Safety Footwear

On the first pay period after January 1st of each calendar year, the Employer will provide \$100 for full-time employees and \$50 for part-time employees for safety footwear.

20.03 Laundering of Uniforms

The Employer will provide laundering for uniform articles as required except the employees shall be responsible for the laundering of shirts.

ARTICLE 21 – HEALTH AND SAFETY

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

21.02 The County agrees to provide the employee and the Union representative on the Health & Safety Committee with a copy of the Workplace Safety Insurance Board Form 7 at the same time it is sent to W.S.I.B.

21.03 The County agrees to provide the Union with a list of employees on maternity/parental leave, long-term disability, and Workplace Safety Insurance Board benefits on a monthly basis only if changes have occurred since the previous month's list.

ARTICLE 22 – GENERAL CONDITIONS

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

22.02 The AEMCA pending in the employ of the County shall be given the salary of a paramedic effective and retroactive to the date on the certificate as per legislation.

22.03 Bulletin Boards

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

ARTICLE 23 – DURATION

23.01 Term

Except as otherwise provided, all terms and conditions in this Agreement shall be effective January 1st, 2005 and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within one hundred and twenty (120) days prior to the termination date of December 31, 2007. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

Within fifteen (15) working days of receipt of such notice by one (1) party, the other party is required to negotiate for a renewal or revision of the Agreement and all of its terms shall continue in force until a new Agreement is executed.

23.02 Retro Payments

The Employer shall pay the retro payments arising from Collective bargaining on a separate itemized direct deposit.

Signed this 30th day of March 2006, in Pembroke, The Province of Ontario.

**Signed on behalf of the
Canadian Union of Public
Employees Local 4698**

**Signed on behalf of
Renfrew County Paramedic
Services**

Original signed by

Original signed by

Kerry Papineau

Michael Nolan

Leo Boland

Michel Ruest

Robert Patrick

Dave Ostroski

Sue Elliot

Jane Turcotte

Beverly Smale

Bruce Beakley

tp
cope 491
March 23, 2006

WAGE SCHEDULE

Paramedic Service

	Current	29-Sept-04	29-Sept-05	29-Sept-06	1-Jan-07
Paramedic Start	23.91	24.63	25.37	26.13	26.91
Paramedic After 504 hours	24.95	25.70	26.47	27.26	28.08
Paramedic – After 18 months	25.98	26.76	27.56	28.39	29.24
Trained Attendant Start	20.41	21.02	21.65	22.30	22.97
Trained Attendant After 504 hours	20.68	21.30	21.94	22.60	23.28
Trained Attendant After 12 months	20.91	21.54	22.19	22.86	23.55
Trained Attendant After 18 months	21.18	21.82	22.47	23.14	23.83
Trained Attendant After 24 months	21.45	22.09	22.75	23.43	24.13
Untrained Attendant Start	18.09	18.63	19.19	19.77	20.36
Untrained Attendant After 504 hours	18.35	18.90	19.47	20.05	20.65
Untrained Attendant After 12 months	18.56	19.12	19.69	20.28	20.89
Untrained Attendant After 18 months	18.80	19.36	19.94	20.54	21.16
Untrained Attendant After 24 months	19.04	19.61	20.20	20.81	21.43

LETTER OF UNDERSTANDING

between

County of Renfrew Paramedic Service

and

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

Re: Part-time and Relief Scheduling Practice

The parties agree that the following scheduling procedure will be utilized in shift assignments:

- (1) **Regular part-time employees:** Consists of a master schedule that contains pre-booked shifts
- (2) **Available shifts:** Consists of shifts that are not pre-booked that can be offered to regular part-time with advance booking
- (3) **Short Notice Call-Ins:** Consists of shifts that become available as a result of any paramedic not being available to work their designate shift

Pre-booking of shifts will be done the 1st and 3rd Tuesday of each month.

Available shifts:

- (a) When offering available shifts to a regular part-time employee, all available shifts within the six (6) week period will be offered to the most senior regular part-time employee first.
- (b) The employee being offered the shifts may select any of the available shifts as long as the total hours does not exceed one hundred fifty-six (156) in a four (4) week period.
- (c) The remaining shifts will then be offered to the next senior employee on a rotating basis.
- (d) Only when the regular part-time employees list has been exhausted the remaining available hours will be offered to the relief part-time employees in order of seniority on a rotating basis.
- (e) In the event that all hours are accepted at any point on the regular part-time employee seniority list, the next opportunity to offer available hours

will start with the first regular part-time employee on the list who falls after the last regular part-time employee who accepted the hours (i.e. finish at number 10 start 11 the next booking).

Short Notice Call-Ins:

The most senior regular part-time employee who has not reached one hundred fifty-six (156) hours in a four (4) week period will be the first person to be offered new available shifts and this will continue in rotation.

Short notice call ins will be offered first to all employees who have not reached one hundred fifty-six (156) hours in a four (4) week period then to relief employees in the order of their seniority.

Guidelines:

- (1) In order to better facilitate shift and base location preference, the employee will be required to fill out a form that states:
 - (a) A list of all shifts that an employee is unavailable for, at least two (2) weeks in advance for an eight (8) week period.
 - (b) A list of locations that an employee is not prepared to work for the same period.
- (2) An employee who has failed to complete and submit the above form will not be scheduled or called in for shifts.
- (3) The parties agree that they will form a scheduling committee of two (2) representatives from management and two (2) representatives from the Union to review and make recommendations to the scheduling practices to the Director of Emergency Services.
- (4) The parties agree that there shall be a trial period of six (6) months to be reviewed at the three (3) and six (6) month intervals.
- (5) **Emergency Call-In**
Where service is interrupted due to an injury/illness to a paramedic, a paramedic that is anticipated to be immediately available will be called.

Signed this 30th day of March 2006, in Pembroke, The Province of Ontario.

**Signed on behalf of the
Canadian Union of Public
Employees Local 4698**

Original signed by

Kerry Papineau

Leo Boland

Robert Patrick

Sue Elliot

Beverly Smale

**Signed on behalf of
Renfrew County Paramedic
Services**

Original signed by

Michael Nolan

Michel Ruest

Dave Ostroski

Jane Turcotte

Bruce Beakley

LETTER OF UNDERSTANDING

between

County of Renfrew Paramedic Service

and

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

**Re: Thirty (30) Minute Paid Meal Break
(Article 14.01)**

The parties agree that the intent of Article 14.01 is to provide a thirty (30) minute paid meal period to paramedics for worked shifts. Accordingly, all benefits (sick pay, W.S.I.B., L.T.D., insurance levels, etc), vacation pay, service, seniority, and any other applicable provision of the Collective Agreement will be based upon hours worked excluding paid meal periods.

Signed this 30th day of March 2006, in Pembroke, The Province of Ontario.

**Signed on behalf of the
Canadian Union of Public
Employees Local 4698**

**Signed on behalf of
Renfrew County Paramedic
Services**

Original signed by

Original signed by

Kerry Papineau

Michael Nolan

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Jane Turcotte

Beverly Smale

Bruce Beakley

tp
cope 491
March 23, 2006

LETTER OF UNDERSTANDING

between

County of Renfrew Paramedic Service

and

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

Re: Vacation Allotment and Repayment

The terms and conditions of this letter of understanding are without prejudice and precedent and may not be raised in respect to any other matter between the parties before the Ontario Labour Relations Board, an Interest Board of Arbitration or a rights board of arbitration except insofar as the raising of these terms and conditions are in relation to implementation of these terms and conditions.

Vacation entitlement under Article 17.01 shall be considered available at the beginning of each calendar year.

Employees who have taken vacation in excess of her accumulated allotment at the time of resignation shall have the excess deducted from her final pay and when insufficient funds are available, repayment will be due.

Signed this 30th day of March 2006, in Pembroke, The Province of Ontario.

**Signed on behalf of the
Canadian Union of Public
Employees Local 4698**

**Signed on behalf of
Renfrew County Paramedic
Services**

Original signed by

Original signed by

*Kerry Papineau
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March 23, 2006