



Region of Waterloo



COLLECTIVE AGREEMENT

between

REGIONAL MUNICIPALITY OF WATERLOO

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5191**

April 1, 2020 - March 31, 2024

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Region and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain

mutually satisfactory working conditions, hours and salaries for all employees who are subject to the provision of this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Region recognizes the Union as the sole and exclusive bargaining agent of employees of the Regional Municipality of Waterloo (ROW) engaged in ambulance service operations in the Regional Municipality of Waterloo, save and except Supervisors, persons above the rank of Supervisor and office staff.

* Employees are classified as:

- 1) Full-time
- 2) Part-time

Classification 1 & 2 as it applies to paramedics is defined under the Ambulance Act of Ontario and the regulations thereto.

2.02 No Ontario Works Placement

The Region agrees that “Ontario Works” clients/placements shall not be placed into any position or perform any work that is covered in whole or in part by Article 2.01 of the Collective Agreement.

2.03 Work of the Bargaining Unit

Supervisors, management staff and other non bargaining unit persons shall not work on any jobs which are included in the bargaining unit except where:

- i) there are situations of exceptional emergency. “Exceptional emergency” in this section shall be defined as disaster which overwhelms the available resources.
- ii) no qualified bargaining unit member from a particular job classification reports for work and no qualified replacement(s) is available
- iii) there is the prior agreement in writing between the parties.

2.04 Contracting Out

(a) Without restricting its right to determine the methods by which municipal services are to be provided, the Region agrees that no permanent employee shall be laid off from work as a result of contracting out present work or services of **any** kind presently performed by its employees.

(b) If there are sufficient ROW physical resources and ROW equipment available the employer will ensure that they exhaust all part-time and full-time rotational call-in lists (regular and overtime) prior to contracting out work of any kind performed by the bargaining unit.

ARTICLE 3 - RELATIONSHIP

3.01 Union Membership

The parties hereto mutually agree that any employee of the Region covered by this Agreement may become a member of the

Union if they wish to do so, and may refrain from becoming a member if so desired.

3.02 Workplace and Sexual Harassment

Cases of alleged harassment because of position, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, record of offences, marital or family status, and disability, will be considered as discrimination and shall be eligible to be processed as grievances under the grievance procedure.

a) Definition

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, self-esteem, job performance or workplace relationships or endangers an employee's employment status or potential. Sexual harassment may include, but not be limited to:

- unwanted touching or patting
- suggestive remarks or verbal abuse
- suggestive gestures or staring
- compromising invitations
- requests or demands for sexual favours
- physical assault
- derogatory or degrading remarks directed towards members of one gender or one sexual preference group

Note: Normal workplace banter will not necessarily be construed as sexual harassment.

- b) Where the alleged harasser is the person who would deal with the first or any step of a grievance, the grievance shall automatically go forth to the next step.
- c) An employee shall, at all times, retain their right to lodge

a complaint under The Ontario Human Rights Code (1981). In the event the employee lodges a formal complaint under the Human Rights Code, the grievance procedure shall be discontinued immediately.

- d) The Region agrees that the information and training regarding sexual harassment is essential and will undertake to work jointly with the Union on all training and information measures. The Region agrees to make all Regional employees aware that violations of this Article will be subject to disciplinary action.

3.03 New Orientation to Union

An Executive Member **or steward as selected by the union** shall be scheduled to meet with new employees for a maximum of one (1) hour during their orientation period. The purpose of the meeting is to acquaint the new employee(s) with the benefits and duties of Union membership and their responsibilities and obligations to the employer and the Union.

3.04 Union Business during Working Hours

Unless it is expressly provided for in the Collective Agreement, or unless the Union has the express permission of the Region, its members will not conduct union business during regular working hours and will not use the Region's property or equipment to conduct union business.

3.05 Correspondence

All correspondence between the parties or any of their representatives, arising out of or relating to any matter covering this Agreement, shall pass to and from the Director of Employee Relations or their designate and the Unit Chairperson and Secretary of the Union, with a copy to the Canadian Union of

Public Employees, 1120 Victoria Street North #204, Kitchener,
Ontario N2B 3T2.

ARTICLE 4 - UNION SECURITY

4.01 Deduction of Union Dues

It is agreed that all employees who are eligible to be in the bargaining unit shall pay union dues. It is further agreed that the Region will deduct from the wages of each employee a sum equal to the current monthly dues and remit the money to the National Secretary-Treasurer of the Canadian Union of Public Employees in Ottawa not later than the 10th day of the month following, accompanied by a list of names showing from whom the deductions were made and the Department in which they work. **A copy of all document(s) sent to CUPE National will be forwarded to the Secretary-Treasurer of CUPE Local 5191 at the same time.** It is further agreed that if an employee is not entitled to a pay cheque for the week when the Union dues are normally deducted, the dues shall be deducted from the next pay cheque the employee receives. Dues deductions may also include special assessments as directed by the Union. For new employees such deductions shall commence in the first full bi-weekly pay period immediately following the date on which the employee is hired.

4.02 T-4 Slips

The Region agrees to enter the amount of dues deducted for the year in the appropriate column of all T4 slips.

4.03 Ratio of Part-time Employees to Full-time Employees

The Region agrees that the number of part-time employees shall not exceed eighty (80%) percent of the full-time employees.

ARTICLE 5 – UNION REPRESENTATION AND COMMITTEES

5.01 Negotiating Committee

The Region shall recognize five (5) members of the C.U.P.E. Local 5191 Negotiating Committee and will be granted a leave of absence for the day shift without loss of pay and without loss of seniority for the purpose of attending negotiating meetings with the Region. No later than seven (7) days prior to the commencement of negotiations, the Union shall provide the Region in writing, the names of the members of the Union negotiating committee.

5.02 Grievance Committee

The Region agrees to recognize **eight (8)** union stewards. The Region acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of up to four (4) members and will recognize and deal with the said Committee with respect to any matter which properly arises from this Agreement during the term of this Agreement. Up to two (2) members of the Grievance Committee will be granted leave of absence without loss of pay and seniority for the purpose of attending grievance meetings with the Region at a mutually agreeable time.

5.03 CUPE Staff Access to Premises

Such Representative(s) Advisor(s) shall have access to the Region's premises in order to investigate and assist in the settlement of a grievance or dispute.

5.04 Union Stewards Leave from Work

The right of stewards to leave their work without loss of pay to attend Union business is granted on the following conditions:

- (1) The time shall be devoted to prompt handling of necessary Union/Management relations.
- (2) The steward concerned shall obtain the permission of their Supervisor before leaving their work, and shall report to their Supervisor upon their return.
- (3) The Region reserves the right to limit such time if it deems the time so taken is excessive.

5.05 Pay for Attendance at Arbitration Hearings

The Region shall be liable for the pay of any member of the Union executive and the grievor for attendance at, but not preparation for, arbitration hearings.

5.06 Health and Safety Committee

The Region acknowledges the right of the Union to select a Health and Safety Committee of three (3) members plus a member of the CUPE Local 5191 Executive who will form part of a joint Health and Safety Committee with the Region. The Committee will function in conformity of The Occupational Health and Safety Act of Ontario. Any recommendations of the Committee shall be forwarded, in writing, to the Region and a written response will be submitted to the Committee Co-chairs in accordance with the Occupational Health and Safety Act.

5.07 Labour – Management Committee

The Union Committee and the Employer will meet quarterly on the Regional premises at mutually agreed times during regular work hours for the purpose of addressing labour-management issues. Union members (up to four) attending such meetings will be granted leave of absence without loss of pay or seniority for attending these meetings. Such meetings will be arranged as promptly as possible upon request by either party, and such

request shall be in writing, indicating the agenda to be discussed and identifying the Union Committee member(s) to be present at such meeting.

5.08 Union Representation and Attendance at meetings with the employer

Union representatives and employees will be compensated a minimum of two (2) hours at their regular hourly rate for time spent in meetings with the employer. E.g. investigations, grievance meetings, labour management meetings etc.

When mutually agreed between the Union and Employer representatives and employees who elect to participate in a meeting via teleconference will be compensated at their regular hourly rate for time spent conducting the meeting.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Definition; Discharge of Probationer

(a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

(b) Where the Region determines that a probationary employee is unsatisfactory in regard to work performance, the Region may terminate the employment of said employee and this shall be deemed to be for "just cause"; in all other respects, a probationary employee may file grievances under this Agreement.

6.02 Presentation of Complaint/Grievance Process

(a) Complaints shall be dealt with in the following manner, providing such complaints or grievances are presented to the supervisor within ten (10) working days of the events causing the alleged grievance.

(b) The grievance procedure shall be as follows:

Step I

If an employee has a complaint, the employee must first give an opportunity to the immediate supervisor to discuss and resolve the complaint at a meeting with the supervisor before a written grievance is filed. The grievor may choose to have the assistance of a union representative at any meeting with the supervisor. In the event that a union representative attends the meeting with the grievor another supervisor may attend this meeting.

The Supervisor shall provide the employee with a decision within ten (10) working days of this meeting. If the complaint is not resolved to the satisfaction of the grievor it shall be referred to Step 2 as a grievance.

Step 2

The written grievance will be submitted to the Director of Employee Relations or designate. The grievor and the Grievance Committee, shall then take the matter up with the Director of Employee Relations or designate at a meeting within fifteen (15) working days of the submission of the written grievance. This meeting will be attended by equal numbers of Union and Management representatives, unless either party chooses to meet with fewer representatives than the other party. The Director of Employee Relations or designate shall render a decision in writing to the grievor within ten (10) working days of the meeting. Failing settlement at this stage, the Union may refer the grievance to arbitration.

Referral to Arbitration

c) The Union may, but only within a period of thirty (30) working days from the date of receipt of the reply from the

Director of Employee Relations or their designate, invoke the arbitration provisions of this Agreement.

Grievance Mediation

d) Failing settlement at Step 2 of the grievance procedure, the parties may, by mutual agreement, request the services of a grievance mediator in attempting to resolve a grievance prior to arbitration. The selection of a grievance mediator must be mutually agreed to by both parties and the cost of the such mediator shall be shared equally by both parties. All discussions that take place at grievance mediation shall be confidential and shall be without precedent or prejudice.

6.03 Group Grievance

Where a number of employees have common grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Human Resources designee within twenty (20) calendar days of the events causing the alleged grievance. Up to two (2) grievors will be present at the grievance meeting. The grievance shall then be treated as being initiated at Step 2. The Director of Employee Relations or designate shall render his/her decision in writing to the Union or employees within fifteen (15) working days of the Step 2 meeting.

6.04 Policy Grievance

Where a dispute involves a question of general application or interpretation which an individual employee may not grieve, this grievance will be processed at Step 2 of the grievance procedure providing that the grievance is filed within twenty (20) working days of the events causing the alleged grievance. The Director of Employee Relations or designate shall render his/her decision in writing to the Union or employees within fifteen (15) working days of the Step 2 meeting.

6.05 Definition of Working Day

“Working day” in this Article and throughout this agreement shall be defined as Monday to Friday excluding specified holidays.

6.06 Grievance Replies

Replies to grievances shall be in writing at Step 1 and Step 2 of the grievance procedure.

6.07 Pay for Mediation

The Region shall pay for two (2) union representative and one (1) grievor at the regular rate when such employees are involved in the attendance at, but not in preparation for grievance mediation meetings as provided in Article 6.02 d).

ARTICLE 7 – DISCIPLINE, SUSPENSION AND DISCHARGE GRIEVANCES

7.01 a) A claim that an employee has been disciplined, suspended or discharged without good cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Director of Employee Relations or their designate within ten (10) working days of the alleged grievance. Such grievances will start at Step 2 of the grievance procedure.

b) No employee will be disciplined in any manner without the presence of a Union representative. Where the employee is required by the Region or its representatives to attend any investigation meeting or meeting(s) concerning employee performance issues at which disciplinary action may be

discussed, the employee shall have the right to be accompanied by a Union representative.

7.02 Such grievances may be settled by confirming the Region's action, or by reinstating the employee, with or without compensation for the time lost or any other arrangement which is just and equitable in the opinion of the conferring parties, the sole arbitrator or board of arbitration, if the matter is submitted to arbitration.

7.03 Notice of Suspension/Discharge in Writing

An employee may be suspended or discharged verbally. Such suspension or discharge shall be followed by a notification in writing, to the employee and the Union, within three (3) working days in which the Regional Headquarters is normally open.

As soon as reasonably possible after such verbal suspension or discharge, the Region shall meet with the employee who will be accompanied by a member of the Union Executive.

When a permanent employee is to be suspended or discharged, the employee shall have the right to meet with a member of the Executive of the Union for up to 30 minutes either before or after such meeting and the time shall be at the discretion of the Union.

7.04 Notice of Expression of Dissatisfaction

The Region shall notify an employee in writing of any written expression of dissatisfaction concerning their work within seven (7) calendar days of the receipt of such complaint by Management. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record.

In the event that a written report is required by the employee, the employee and the Union will be given a copy of any written complaint while protecting the identity of the complainant.

7.05 Removal of Documents from Personnel File

a) Warnings and disciplinary notice shall be in writing and be part of an employee's file. Verbal and written warnings will be removed after twelve (12) months if the violation is not repeated. Suspension letters shall be removed from the employee's record after eighteen (18) months from the date of the offence.

b) A copy of all disciplinary letters and letters of counsel, given to employees, shall be sent to the Vice-President and the National Representative of CUPE.

7.06 Review of Personnel file

An employee shall have access to review their personnel file under the supervision of Management. Requests to review such file shall be in writing and signed by the employee concerned. The employee shall have the right to respond in writing to any documentation contained in their Human Resources file and such response shall be included in their Human Resources file.

7.07 Time-Limit Extension

The above time limits may be extended by mutual agreement between the parties to this Agreement.

7.08 Advance Notice – New and Changed Region Corporate Policies

The Region will make every effort to advise the Union in writing no less than thirty (30) days in advance of the introduction, implementation, the revision or updating of any Corporate policies, procedures or regulations that apply to members of the

bargaining unit before such rules become effective for employees. The Region shall provide a copy of such policies at the time of notification to the Union.

ARTICLE 8 - MANAGEMENT GRIEVANCES

8.01 It is understood that the Region may bring forward at Step 2 of the grievance procedure any complaints or grievances, and if such complaints and grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to Arbitration as set out in this Agreement.

ARTICLE 9 - ARBITRATION

9.01 Referral of Grievances to Arbitration

The parties agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been carried through all the steps of the grievance procedure, outlined in Article 6 above, and which has not been settled, will be referred to a sole arbitrator at the request of either of the parties.

Any grievance referred to arbitration must be referred to an agreed upon arbitrator appointed by the parties within six (6) months of the referral to arbitration or the grievance is deemed withdrawn. The six (6) month deadline will be extended provided that the parties agree that the grievance is still actively and/or is being discussed the parties continue to work towards a resolution. A written request for an extension will not be unreasonably denied.

9.02 Arbitration Board

Where the parties mutually agree to an arbitration board, such

arbitration board will act instead of the sole arbitrator. The Board of Arbitration will be composed of one (1) person appointed by the Region, one (1) person appointed by the Union, and a third (3rd) person to act as Chairperson chosen by the other two (2) members of the Board.

9.03 Selection of Arbitration Board

Within ten (10) working days of the request by either party for a Board of Arbitration, each party shall notify the other in writing of the name of its appointee.

9.04 Should the person chosen by the Region to act on the Board, and the person chosen by the Union, fail to agree on a third (3rd) person within seven (7) days of the notification mentioned in Article 9.03 above, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as Chairperson at any time thereafter.

9.05 Arbitration Decision Binding

The decision of the sole arbitrator or the Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties.

9.06 Power of Arbitration Board

The sole arbitrator or the Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

9.07 Sharing of Arbitration Costs

Each of the parties to this Agreement will bear the expenses of the nominee they appoint to the arbitration board; and the parties will jointly bear the expenses, if any, of the Chairperson or sole arbitrator.

ARTICLE 10 - MANAGEMENT RIGHTS

10.01 The Union recognizes and acknowledges that the Management of the station(s) and direction of the working force are fixed exclusively in the Region and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Region to:

(a) Maintain order and efficiency.

(b) Hire, retire, promote, classify, transfer within the bargaining unit, suspend and rehire employees, and to discipline or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority that he/she has been discharged or disciplined without just cause, may be subject of a grievance and dealt with as provided in Article 6 above.

(c) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees. Any alterations of policies and rules will be discussed in advance with the Union at Labour-Management Committee meetings.

(d) Determine the nature and kind of business conducted by the Region, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the work schedules, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Region except as specifically limited by the expressed provisions of this Agreement.

10.02 In the exercise of the functions provided for in Article 10, the Region shall not act in an arbitrary or discriminatory manner.

ARTICLE 11 - NO STRIKES/LOCKOUTS, ESSENTIAL SERVICES AGREEMENT

11.01 No Strikes/Lockouts

The Region and the Union agree to follow procedures as outlined in this Agreement. It is understood and agreed that there will be no strike or lockout during the lifetime of this Agreement, and the definition of “strike” and “lockout” are those set out in the Ontario Labour Relations Act.

11.02 Essential Services Agreement

a) It is understood by the parties that Provincial legislation now allows ambulance employees represented by their Union to call for a strike to withhold their services. The Region and the Union understand their responsibility to provide basic emergency service and transportation to the community they serve.

b) The Union and the Region agree that, in the event of a legal strike or lock out, as defined in the Ontario Labour Relations Act, the essential services of the Region of Waterloo EMS, as set out in this agreement, shall be maintained.

c) Each permanent EMS station in existence six (6) weeks prior to the labour disruption, will be staffed by one ambulance and 2 paramedics during all hours that the station is normally scheduled for operation.

d) Staffing and scheduling will be done on a rotational basis among all paramedics for the required shifts.

e) Ambulances shall respond to all Code 3 and Code 4 emergency calls in accordance with normal procedures.

f) Code 2 calls shall be performed when a delayed or missed treatment can adversely affect the patient's condition or well being. The return portion of all scheduled Code 2 calls will be completed. Examples of Code 2 calls which will be performed include but are not limited to: oncology treatments, cardiac diagnostic procedures, dialysis treatment, air ambulance or commercial aircraft departure or arrivals.

Code 1 routine transfer calls will not be booked or responded to or reclassified to Code 2 for the duration of the strike or lockout.

g) Only bargaining unit employees will be used to operate ambulances during any strike or lockout.

h) No supervisory or management personnel will operate an ambulance or act as paramedics during a strike, except where there are situations of exceptional emergency. "Exceptional emergency" in this section shall be defined as disaster which overwhelms the available resources.

i) The ambulance vehicles will be allowed to pass through picket lines without stopping.

j) The parties agree that the provisions of the Collective Agreement shall continue to apply to employees working under this essential service agreement, during a legal strike or lockout, except as otherwise provided in this clause. The Region agrees that the Union dues deducted from the pay of each paramedic who works during the strike or lockout, pursuant to Article 4.01, may be amended by the Union upon three (3) working days

notice to the Region and shall be adjusted by the Region to such rate as determined by the Union.

k) The provisions of Article 4.01 and 11.02 and 19.13 of the Collective Agreement shall continue to apply in the event of a strike or lockout.

ARTICLE 12 - SENIORITY

12.01 Purpose/Application

Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Region.

12.02 Definition

Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Region. However, for the purpose of vacation scheduling, as referred to in Article 15.03, and promotion, lay-off and recall after lay-off, as referred to in Articles 12.04 and 12.05, the Region agrees to recognize past full-time service with Kitchener-Waterloo Hospital of those employees hired by Kitchener - Waterloo Regional Ambulance on August 1st, 1978.

12.03 Probation – Part-time Employees

(a) When a new part-time employee is hired, they shall be on probation for a period of seven hundred (700) actual hours worked exclusive of in class new hire orientation hours, or one (1) year from date of hire, whichever comes first. During the probationary period, the employee shall be subject to the terms of this Agreement where applicable, but in no event may such

employee file a grievance or proceed to arbitration regarding their discharge.

Part-time Transfer to Full-time – Seniority

(b) Any part-time employee transferring to full-time status with more than seven hundred (700) hours seniority shall not serve a probationary period. Where the part-time employee has less than seven hundred (700) hours seniority, they shall complete the probationary period.

Probation – Full-time Employee

(c) When a new full-time employee is hired from outside the bargaining unit, they shall be on probation for a period of seven hundred (700) actual hours worked exclusive of in class new hire orientation hours. During the probationary period, the employee shall be subject to the terms of this Agreement where applicable, but in no event may such employee file a grievance or proceed to arbitration regarding their discharge.

Full-time Transfer to Part-time – Seniority

(d) Any full-time employee transferring to part-time status, will retain their accumulated seniority (expressed in hours) based on one (1) year equals two thousand one hundred eighty-four (2184) hours for paramedics or two thousand eighty (2080) hours for fleet support staff.

Trial Period – Non-Paramedical Positions

(e) Should an employee in a classification other than PCP or ACP be successful in posting into a PCP or ACP vacancy, the employee shall be considered to be on a trial period of 700 actual hours worked in the position. Where the employee wishes to return to their former position or proves unsatisfactory to the Region during the trial period of 700 actual hours worked in the

position, the employee shall be returned to their former position without loss of seniority. Any employee so displaced will be returned to their former position, should such a position exist, without loss of seniority.

Seniority Determination when Hired on Same Date

(f) Where more than one employee is hired to start employment on the same day, or more than one part-time employee is moving to full-time and have the same amount of hours on the part-time seniority list at the time of transfer, seniority preference and placement on the seniority list shall be decided by a random draw mutually acceptable to the Region and the Union. The random draw shall be conducted as close as possible to the date of hire. The affected employees (those employees who have the same date of hire), a member of the Union Executive and the Labour Relations Advisor shall be present at that random draw. A record of those present and the results of the draw shall be signed by all those present at the conclusion of the draw, with copies to the employees and the Union. The seniority list shall show the placement of the affected employees in accordance with the random draw with a notation at the bottom of the seniority list.

12.04 Promotion – Role of Seniority and Qualifications

In accordance with 12.10c), the factors that shall be considered in cases of promotions are seniority and qualifications. In the case of such promotions, external applicants shall not be considered until all qualified internal applicants have been offered the vacancy and have refused.

12.05 Lay-off and Recall – Role of Seniority

In the case of lay-offs and/or recalls after lay-offs, seniority shall govern. The last employee hired shall be the first laid off and the last employee laid off shall be the first recalled.

12.06 Accumulation of Seniority

Seniority shall accumulate in the following circumstances only:

- (a) When off work due to lay-off, sickness or accident not involving a W.S.I.B. claim, in which case seniority will continue to accumulate for twelve (12) months.

Part time employees will only continue to accrue seniority when the absence is in excess of a thirty (30) day continuous period. The average accrual shall be calculated from the preceding twelve (12) week period from the first scheduled shift they are unable to work as documented by the physician's note and will continue to accumulate for twelve (12) months.

- (b) When off work due to injury for which a claim has been made for Workers' Compensation benefits, seniority will continue to accumulate for twenty-four (24) months.
- (c) When off work due to personal leave of absence or educational leave of absence, then seniority will continue to accumulate for twelve (12) months for educational leave of absence, and six (6) months for personal leave of absence.
- (d) When absent on vacation with pay or on a designated holiday or on approved leave of absence to attend contract negotiations or other Union business.
- (e) When actually at work for the Region.
- (f) When on an approved pregnancy or parental/adoption leave.

12.07 Termination of Seniority

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

- (a) Voluntarily quit their employment with the Region.
- (b) Are discharged and not reinstated through the grievance procedure or arbitration.
- (c) Are off work due to a Worker's Compensation injury or condition, or due to illness or on L.T.D. for a continuous period longer than twenty-four (24) months.
- (d) Are off work due to lay-off for a continuous period longer than twelve (12) months, unless on educational leave.
- (e) Fail to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail to the employee's last known address as shown on the Region's records, unless an explanation satisfactory to the Region is given by the employee.
- (f) Fail to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for the purposes other than those for which the leave of absence was granted.
- (g) Are absent from work without permission for three (3) consecutive working days, unless an explanation satisfactory to the Region is given by the employee.
- (h) Accept gainful employment while on a leave of absence without first obtaining the permission of the Region in writing.

12.08 Transfer Out of Bargaining Unit

A permanent employee, transferred or promoted to a position outside of the bargaining unit, but within the EMS Division, shall continue to accumulate seniority the same as if they were working at the job at which they were working when so transferred:

a) for a period of thirty (30) days in the event they move to a permanent position outside of the bargaining unit, unless prior to the expiration of thirty (30) days they are returned to the bargaining unit, in which case the Union shall be advised in writing a minimum of forty eight (48) hours prior to their return.

b) for a period of six (6) continuous calendar months in the event they move to a temporary position outside of the bargaining unit. This may be extended by mutual written consent of the parties.

12.09 Acting Supervisor

- a) An Acting Supervisor is a permanent employee who is transferred or promoted to a position outside the Bargaining Unit. This may occur for a minimum period of not less than thirty (30) days, but must not exceed six (6) months in a twelve (12) month period.
- b) Once out of the Bargaining Unit, the employee must return and remain back in the Bargaining Unit for a period of time at least equal to the length of time they spent out of the Bargaining Unit. The Region will notify the Union of each occurrence of such movement within fourteen (14) working days of the assignment.
- c) While outside the Bargaining Unit the employee will continue to accrue seniority and thus continue to pay union dues. However, if a member of Local 5191 remains in the Acting Supervisor position for more than six (6) consecutive months and does not return to their original position, they will lose all seniority within the Bargaining Unit. This may be extended by mutual written consent of the parties.
- d) Employees when in an Acting Supervisor position outside the bargaining unit shall not discipline or be involved in any

investigation process related to other CUPE 5191 employees. Nor will employees when in an Acting Supervisor role participate in meetings where CUPE 5191 employees are discussed or evaluated. **While out of the bargaining unit in an Acting Supervisor position they will not be made aware of any employees' discipline.**

12.10 Seniority List

- (a) A separate seniority list will be established for all full-time employees covered by this Agreement who have completed their probationary period, based upon each employee's last date of hire. A separate seniority list will be established for all part-time employees covered by this Agreement, who have completed their probationary period, based on all actual hours worked inclusive of all full-time hours. It is agreed that such seniority lists shall be revised **quarterly the first week of January, April, June, and September.** A copy of the list shall be posted at **all Headquarters locations** and a copy shall be given to the Union. This list will include the name of the employee, the respective date of hire, and total hours worked where applicable to part-time employees. These lists will be considered as correct if not questioned within fifteen (15) working days of posting.

If an employee is absent from work at the time their name first appears on the list, such employee shall have fifteen (15) working days from their return to work to challenge the list, but not later.

Pro-ration of Seniority – Part-time

- (b) Part-time employees who are hired as full-time employees will have their seniority pro-rated to reflect their number of hours as seniority for full-time based two thousand one hundred eighty four (2184) hours for paramedics or two thousand eighty (2080) for fleet support staff.

12.11 Posting of Vacancies, Criteria for Selection

a) **The classifications of PCP and ACP shall be recognized for the purposes of job postings only. When a new or vacant PCP, ACP or Fleet position occurs, notice will be posted on the bulletin board. The job posting shall set out the classification, the status (full-time or part-time), the number of positions, the location, reporting station, qualifications as provided in 12.11 c), wages, shift, rotation or float, and hours of work for the positions. Job posting notices and selection shall be made on the basis of seniority and qualifications, as defined in Article 12.11c).**

Such postings or rotational changes will be open first to all full-time employees for a period of five (5) working days. Any employee who does not apply for such postings or rotational changes within the period of five (5) working days will not be considered. The most senior qualified applicant to the job posting will be offered the vacancy as posted. Subsequent vacancies created will be offered only once to the next senior qualified applicant until all jobs or rotations are filled.

Each applicant will be given a maximum of thirty (30) minutes to give their decision on any subsequent openings to the original posting.

Within ten (10) working days of the original posting for full-time employees having expired, the remaining position(s) or rotations will be offered to the most senior qualified part-time employee(s) in order of their seniority until all jobs or rotations have been filled. All successful applicants will have their names posted on the bulletin board within fifteen (15) working days of the last date of the job posting.

Notification re: application

(b) Any employee not satisfied with the Region's decision may, with their Steward or Union representative, meet with Management to discuss the Region's decision. If still not satisfied, then the employee may file a grievance under Article 6.

Definition of Qualified

(c) “Qualified” as used in this clause shall be defined as only those qualifications set out in Section 5, 6, 7, 8, and Schedule 1, 2 and 3 Regulation 257/00 of the Ambulance Act, as amended.

Selection Criteria for Non Paramedical Positions

(d) For employees in classifications other than PCP or ACP, seniority shall operate and govern on a bargaining unit wide basis. For job postings, the candidate selected shall be the senior employee possessing the necessary qualifications, skill and ability to perform the work available.

12.12 ACP Step Down Procedure

An ACP who requests to step down from an ACP to a PCP may do so:

a) Long-term

An ACP who requests to step down from an ACP to a PCP may do so by applying for a new or vacant PCP position in accordance with Article 12.10 a), providing the 50/50 ACP/PCP ratio is maintained as of the posting closing date.

Should that same paramedic request to revert back to an ACP position, then provided they are recertified/reactivated by Base

Hospital as an ACP at the employee's expense, they shall return to their ACP status,

or

b) Short-term

Where an ACP voluntarily requests to step down, the Region will allow any ACP to assume the position of a PCP for a period no more than six (6) months, providing a 50/50 ratio is maintained at the time of the employee's written request to do so. While the ACP is working in the PCP position, they shall be compensated at the PCP rate of pay and the employee will maintain their ACP line within the current schedule.

ACPs shall only be able to step down to a PCP position on up to two (2) occasions in a five (5) year period with a minimum of eighteen (18) months between each occasion.

When that same paramedic reverts back to an ACP position, then provided they are recertified/reactivated by Base Hospital as an ACP, they shall return to their ACP status. Any ACP certification required by Base Hospital will be paid for by the employer and will be scheduled on work time.

For the purposes of i) and ii) above, an ACP shall be considered by the Region to be qualified to fulfill a PCP position whether IV certified or not. Any PCP certification required by Base Hospital will be paid for by the employer and will be scheduled on work time.

12.13 Actions taken by Base Hospital

Employees who are deactivated or decertified by base hospital, and who begin the remediation process at the first opportunity provided by base hospital, will be paid for up to six (6) weeks of remediation training.

12.14 Temporary Assignment

When a verifiable absence (sick leave, Union leave, STD, LTD, WSIB claim, vacation and leave of absence) occurs and is known in advance to be two (2) weeks or more, the Region will assign the position as follows:

- i) first to full-time float employees **not currently in a FT line;**
- ii) then to the most senior qualified part-time employee **in a temporary line**. If the employee accepts the vacancy, the resulting vacancy **from that individual** will be offered to the senior part-time not currently in a temporary full-time line;
- iii) **then to the most senior part-time employee not in a temporary full-time line, failing which it shall continue to be offered in order of seniority to part-time employees not in a temporary full-time line.**

When a part-time employee accepts a temporary full-time vacancy it is expected that they will commit to remain in the position for the full duration of the vacancy except where they are offered another line from the scheduler/designate or permanent full time position.

Note: Full-time float employees are those who are not permanently assigned to a specific rotation on the master schedule.

The Employer will email all part-time staff a minimum of 24 hours prior to any temporary line offers being made.

12.15 The Region shall maintain a minimum of five (5) float positions.

ARTICLE 13 – NEW OR CHANGED JOB

- 13.01 The Region will exclusively design and assign duties and responsibilities for all jobs. It is agreed that neither the incumbent(s) nor the union executive can design or structure jobs, except as provided in Article 21. Nothing in this Article interferes with the union executive and the incumbent's right to have input into job descriptions as outlined in Articles below.
- 13.02 "Other duties as assigned" is defined as those occasional duties which are directly related to the job.
- 13.03 In the event that a new position is decided upon by the Region, or where the Region revises a vacant position, or changes the skills, effort and responsibilities of an existing position, the Region shall forward the draft job description to the Vice President of the union. The Vice President will forward any comments they have regarding the accuracy of the description of the job duties, to ensure consistent use of terminology and language, to the Job Analyst within five (5) working days of receiving the job description from Human Resources. Any comments submitted by the Union will be taken into consideration by Human Resources when the job description is finalized. Human Resources shall determine the rate of pay for the position and shall forward the proposed rate of pay to the union by means of a memo and shall attach a copy of the signed job description. The position shall be posted in accordance with Article **12.11** of the Collective Agreement.
- 13.04 The Union will have twenty (20) working days from the date of the memo above to review the job description and the proposed rate of pay for the position. Where the Union claims that a job is incorrectly paid, the union may file a formal written protest. In the event that a formal written protest is made by the Union within the twenty (20) working day time limit, the parties shall arrange for a meeting within twenty (20) working days of the receipt of the Union's protest for the purpose of endeavouring to resolve any differences. If such differences between the parties

are not resolved by this means, then the dispute may be submitted to arbitration in the same manner as a grievance.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Union Leave of Absence

Leave of absence without pay and without loss of seniority shall be granted upon request to the Region to employees elected or appointed to represent the Union at union functions or for union business. Such time shall not exceed a total of 200 working days (total for all union representatives under this article) in any calendar year and not more than six (6) employees shall be permitted to be absent at any one time. The Union will endeavor to submit leave of absence requests with - thirty days notice in an effort to avoid overtime staffing costs. Written requests for additional days of leave for Union Leave of Absence will not be unreasonably denied.

For short term leaves of absence of thirty (30) calendar days or less, the Region will bill for all wages paid to the employee for the period of the leave. The Region shall continue wages and benefit coverage of employees on Union leave of absence, and the union shall reimburse the Region for wages and not employee benefits paid to union representatives or members. When the Region submits the bill to the Union, the Region will provide a detailed breakdown of all costs for this purpose.

14.02 Union Leave of Absence – Long Term

When one or more employees is elected or appointed to office or a staff position with The Canadian Union of Public Employees, upon request, a leave of absence shall be granted for Union business to no more than two (2) full-time employees at one time as selected by the Union. Such leave shall be without pay and without loss of seniority up to a maximum of three (3) months, provided that ten (10) days written notice is given to the Manager

prior to each absence. During such leaves of absence, wages and benefits shall be continued by the Region and the Union agrees to reimburse the Region for such wages and the Region's contribution to said benefits.

14.03 Bereavement Leave

(a) In the case of a death in the immediate family of a full-time or part-time employee, the Employer shall grant such employee a leave of absence with pay of not more than five (5) scheduled working shifts, to allow for flexibility of the day of the funeral to be any of the five (5) days involved. Immediate family is defined as spouse, common-law spouse, children, step children, mother, step mother, father, step father, sister, brother, step sibling and grandchild for the purpose of this provision.

(b) In the case of a death in the family of a full-time employee who has attained seniority, being the brother-in-law, sister-in-law, father-in-law, mother-in-law, or grandparent, the Region shall grant a leave of absence with pay of not more than three (3) scheduled working shifts, to allow for flexibility of the day of the funeral to be any of the three (3) days involved. **Part-time employees will be granted a leave of absence without pay of not more than three (3) scheduled working shifts and/or availability requirements.**

c) In the event of the death of the employee's son-in-law or daughter-in-law the employee shall be granted a leave of absence with pay of not more than one (1) scheduled working shift.

d) Employees may elect to set aside one (1) day of their bereavement entitlement for the purpose of attending a

memorial or burial service to be held at a later date. Funeral travel time of up to two (2) days may also be utilized to attend such service.

e) Where an employee's pending or approved time off is interrupted due to bereavement of any case, the employee shall be entitled to bereavement leave in accordance with this agreement. The employee's approved time off that is deemed to be bereavement leave under the above provisions will NOT be counted against the employee's banks. Any loss of time due to bereavement in any of the employee's bank(s), will be replaced.

Pall Bearer Service

f) Employees shall be granted up to one (1) shift per year without loss of pay or seniority in the event that such employee attends a funeral for the purpose of serving as a pallbearer.

14.04 Funeral Travel Time

Where a funeral, to which this Article applies, occurs outside the Province of Ontario, or beyond a five hundred (500) mile radius of the ambulance base, the leave of absence set out above may also include travelling time not to exceed one (1) day each way without pay.

14.05 Leave of Absence without Pay

Leave of absence without pay or loss of seniority may be granted to an employee if requested in writing to the Manager at least seven (7) calendar days prior to such leave. Seniority will only accumulate the first six (6) months of any personal leave of absence, or twelve (12) months for any educational leave.

Leaves of absence without pay (excludes military leaves) will only be granted once vacation earned prior to and during the leave have been used to the nearest full shift. As well, banked specified holidays and lieu time must be depleted to the nearest full shift.

14.06 Jury/Witness Duty

An employee who has attained seniority and who loses time from work by reason of being required by law to attend Court as a juror, or as a Crown witness in a matter in which the Region has an interest, shall receive their normal earnings during such time as they are required to be absent from employment by virtue of such attendance.

The employee shall give reasonable notice to the Region, in order to be entitled.

14.07 Court Appearance

Employees required by law to attend Court cases or Coroner's inquests as a result of services performed in the execution of duties on behalf of the Region, will be governed as follows:

(a) Court Appearances on Duty:

An employee who is scheduled to work and is required to attend Court will receive their full salary or wages for the period of such jury or witness service. When the employee is released from jury or witness service, such employee shall promptly return to their scheduled work shift. An employee who has been instructed to appear in Court shall give reasonable notice to the Region. Upon receipt of appearance cancellation, the Region will be notified. All employees shall report to work at their scheduled time. The Region shall ensure that the employee is released from duty at least one (1) hour prior to Court time.

(b) Court Appearance After Late Shift:

An employee who is required to attend Court following a scheduled late duty shift, shall be granted a paid leave of absence to provide a total of eight (8) off-duty hours prior to the scheduled Court time. If Court time exceeds aforementioned paid leave of absence, the employee will be compensated with full salary or wages for this period.

(c) Court Appearance Off Duty and Vacation Time:

An employee who is required to attend Court on their scheduled days off or their vacation time shall receive full salary or wages for the period of such jury or witness service. An employee will be paid four (4) hours at premium time or premium time for all hours of actual Court time, whichever is greater. Upon request of the employee concerned, compensatory time off will be allowed in lieu of the pay referred to above.

d) Upon completion of Court, the employee shall obtain a certificate or receipt from the Court Office or the Police Officer indicating times, date and other pertinent information where possible. This is to be returned to the Region.

(e) Preparation Meeting with the Crown Attorney

Where in preparation for attendance in court, the Crown requests to meet with the employee, arrangements will be made for the meeting to occur on a scheduled work day. If a situation arises where a part-time employee is not scheduled for a shift in the near future, the part-time employee will be scheduled to meet with the Crown and shall be paid a minimum of 4 hours or actual hours worked, whichever is greater. Where appropriate payment will be in accordance with Article 17.07 b).

14.08 (a) Pregnancy Leave

An employee will be granted unpaid pregnancy leave, upon written request two (2) weeks prior to the leave beginning, and certification of a medical practitioner. The leave shall be granted for any period of up to seventeen (17) weeks immediately preceding the expected date of delivery stated on the certification. Total length of pregnancy leave shall not exceed seventeen (17) weeks, except under extenuating circumstances.

An employee may return from such leave prior to the expiration of the seventeen (17) week date. Notice of said return to work must be provided at least four (4) weeks in advance of the date of return.

An employee returning from pregnancy leave shall be reinstated in the employee's previous position at a rate of pay not less than that which the employee was receiving at the time of the beginning of the leave of absence. If the employee's previous shift rotation still exists when they return from leave under this Article, the employee will be allowed to exercise their seniority rights to acquire that shift rotation.

The employee shall continue to accumulate seniority and service benefits during said pregnancy leave. The Region shall pay the premium for all applicable benefits for the seventeen (17) weeks referred to above, except OMERS. The Region contribution to OMERS will only be continued provided the employee gives the Region written notice that the employee will pay the employee's contributions, on an approved form provided to the employee by the Region.

b) Parental Leave, Adoption Leave

An employee will be granted unpaid parental leave for a period up to and including thirty-five (35) weeks, upon request and verification of:

- i) the birth of the employee's child

OR

- ii) the coming of a child into the custody, care and control of the parent for the first time.

An employee who does not take pregnancy leave will be granted up to thirty-seven (37) weeks of parental leave, upon request and verification of i) and ii) above.

Parent is defined as a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Parental leave must begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The employee must provide the Region with at least two (2) weeks written notice of the date the leave is to begin. The employee shall continue to accumulate seniority and service benefits during the said parental leave. The Region shall pay the premium for all applicable benefits for the thirty-five (35) week parental leave, except OMERS. The Region contribution to OMERS will only be continued provided the employee gives the Region written notice that the employee will pay the employee's contribution, on an approved form provided to the employee by the Region.

14.08 c) Pregnancy, Adoption or Parental Leave Supplement

i) Pregnancy Leave:

An employee who is on pregnancy leave as provided under this agreement and who has applied for and is in receipt of Employment Insurance pregnancy benefits shall be paid a supplemental unemployment benefit. The Employer shall provide payment equal to 84% of the salary during the two (2) week E.I waiting period and the difference between the E.I. payments and 84% of the employee's salary for the duration of the pregnancy leave up to a maximum of seventeen (17) weeks.

ii) Adoption Leave:

An employee who is on adoption leave under this agreement and who has applied for and is in receipt of Employment Insurance adoption benefits shall be paid a supplemental unemployment benefit. The Employer shall provide payment equal to 84% of salary during the two (2) week E.I. waiting period and the difference between the E.I. payments and 84% of the employee's salary for the duration of the adoption leave up to a maximum of seventeen (17) weeks.

iii) Parental Leave:

An employee who is on parental leave under this agreement and who has applied for and is in receipt of Employment Insurance parental benefits shall be paid a supplemental benefit. The Employer shall provide payment of the difference between the E.I. payments and 84% of the employee's salary for the duration of the parental leave up to a maximum of ten (10) weeks.

In the event that a two (2) week E.I. waiting period is required before the receipt of Employment Insurance parental benefits may commence, the Employer shall provide payment equal to 84% of the salary during the two (2) week E.I. waiting period and the difference between the E.I. payments and 84% of the employee's salary for the duration of the parental leave up to a maximum of eight (8) weeks.

(d) Part-time employees while on maternity, parental or adoption leave shall continue to accumulate seniority at the rate of the best average hours worked in the six (6) month period prior to the leave of absence.

14.09 Delivery Leave

An employee whose child is about to be delivered or adopted will be granted up to a one (1) day leave, with pay, for lost time during the actual delivery or adoption.

False labour and/or extra time off outside of the actual delivery will be paid from future or banked holidays and/or banked overtime. Such leave is, however, subject to work scheduling requirements and will only be granted if it does not seriously interfere with the operation of the ambulance service.

14.10 Employment Education/Training Leave

In cases where the Ministry of Health of the Province of Ontario pays the Region all costs relating to educational or training courses, an employee shall be entitled to a leave of absence with full pay for such purposes.

14.11 Reimbursement of Tuition/Training Costs

In cases where the Ministry of Health of the Province of Ontario does not pay the Region any costs relating to educational or training courses, the Region agrees to pay each employee upon successful completion of the examination course(s) dealing with Emergency Patient Care, which courses have, prior to registration been approved by the Region, as per Regional policy II 5.

Following approval for the course and the submission by the employee of the required documentation for payment, the employer shall submit the claim to Finance for payment no later than the 2nd pay period following such submission.

14.12 Scheduling and Payment for Training Sessions

(a) Scheduling

The Region, in consultation with the Union, will create an equitable scheduling system for training days to reflect the interests of employees and training requirements. Recognizing scheduling issues that occur throughout the months of July, August and December, the Region will make every reasonable effort to schedule training and equipment implementation outside of those months.

In addition, twenty-five percent (25%) of the training sessions scheduled will commence later in the day, at approximately 1200 HRS. If a sufficient number of staff do not sign up for the late training session such session will be cancelled. The Region will not cancel late training sessions until after the end of the sign-up period.

Once the employee has scheduled their training from the available dates, employees will not be permitted to alter their training day through shift changes.

(b) Payment

- (i) Additional payment or a payment deduction will not occur where training sessions are completed up to 30 minutes prior to or after the allotted time. For clarity, employees will be paid for the time allotted to the training session regardless of whether the training ends early or late, within 30 minutes.
- (ii) Where training sessions extend beyond 30 minutes after the allotted time, beginning at 31 minutes, overtime will be paid in accordance with 16.03 b) and 17.07.
- (iii) Where training sessions are completed more than 30 minutes prior to the allotted time, payment will be deducted beginning at the 31 minutes prior to the allotted time. Employees may use banked time to replenish the payment deduction.

Payment for Training on Scheduled Day Off

- (c) When employees are required by management or Base Hospital to attend training on their scheduled day off the employee will be paid at the premium rate of pay for all hours they attend such training.

14.13 Certification Requirement following Return from Leave of Absence

- (a) Where an employee who is returning to work from pregnancy leave, parental leave, adoption leave, military leave, Short Term Disability, Long Term Disability or WSIB requires any certification from Base Hospital, the Ministry of Health or the Region, the employee will be paid at regular time to attend such certification training by the Region and the certification training will be scheduled prior to placing the employee on their regular rotation. Where possible the returning employee will provide **four (4) weeks' notice** of their return to work date in order for training to be scheduled **and will not return on a specified holiday (statutory or designated).**

(b) An employee returning from a prepaid leave, leave of absence without pay or union leave is responsible to ensure that any certification from Base Hospital, the Ministry of Health or the Region is completed. Training from Base Hospital or the Ministry of Health must be completed on the employee's own time prior to the employee's first scheduled day back to work. Training provided by the Region will be scheduled by the Region and will be completed on the employee's own time.

Where possible the returning employee shall contact the Region **four (4)** weeks before their return to work date in order for training to be scheduled. A training plan will be developed for employees returning to work from extended leave.

Article **12.13** will not apply to an employee returning from prepaid leave, leave of absence without pay or union leave.

ARTICLE 15 - VACATIONS

15.01 Vacation Period/Pay

- a) All full-time employees shall receive annual vacation with pay according to their length of service as set out below.
- b) Vacation shall be determined within the current calendar year and shall be taken in the current calendar year (January 1st to December 31st) subject to Article 15.04.

15.02 Vacation Entitlement

a) Full-time Employees:

Length of Service	PARAMEDICS (12 Hours = 1 day)	FLEET (8 Hours = 1 day)
Less than one (1) complete year of service	One (1) day per completed calendar month of service to a	One (1.25) day per completed calendar month of service to a

	maximum to ten (10) working days or 4% of annual earnings, whichever is greater.	maximum of fifteen (15) working days or 4% of annual earning, whichever is greater.
One (1) complete year of service as of their anniversary date (date of hire)	120 hrs or 10 Days	120 hrs or 15 Days
Seven (7) complete and continuous years of service as of their anniversary date (date of hire) Move to 6 years effective Jan 1/22	168 hrs or 14 Days	160 hrs or 20 Days
Thirteen (13) complete and continuous years of service as of their anniversary date (date of hire)	216 hrs or 18 Days	200 hrs or 25 Days
Twenty-three (23) complete and continuous years of service as of their anniversary date (date of hire) Move to 21 years effective Jan 1/22 Move to 20 years effective Jan 1/24	252 hrs or 21 Days	240 hrs or 30 Days
Twenty-five (25) complete and continuous years of service as of their anniversary date (date of hire)	264 hrs or 22 Days	248 hrs or 31 Days
Twenty-six (26) complete and continuous years of service as of their anniversary date (date of hire)	276 hrs or 23 Days	256 hrs or 32 Days

Twenty-seven (27) complete and continuous years of service as of their anniversary date (date of hire)	288 hrs or 24 Days	264 hrs or 33 Days
Twenty-eight (28) complete and continuous years of service as of their anniversary date (date of hire)	300 hrs or 25 Days	272 hrs or 34 Days
Twenty-nine (29) complete and continuous years of service as of their anniversary date (date of hire)	300 hrs or 25 Days	280 hrs or 35 Days
Thirty-one (31) complete and continuous years of service as of their anniversary date (date of hire)	One additional day 312 hrs or 26 days	One additional day 288 hrs or 36 days
Thirty-three (33) complete and continuous years of service as of their anniversary date (date of hire)	One additional day 324 hrs or 27 days	One additional day 296 hrs or 37 days
Thirty-five (35) complete and continuous years of service as of their anniversary date (date of hire)	One additional day 336 hrs or 28 days	One additional day 304 hrs or 38 days

b) Part-time Employees:

All part-time employees shall receive vacation pay according to their length of service.

	PARAMEDICS/FLEET
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Less than five (5) complete and continuous years service	4% of gross pay
Five (5) complete and continuous years service as of their anniversary date (date of hire)	6% of gross pay
Thirteen (13) complete and continuous years service as of their anniversary date (date of hire)	8% of gross pay
Twenty-three (23) complete and continuous years service as of their anniversary date (date of hire)	10% of gross pay

Part time employees who are working in a full-time line replacing a full-time employee as per article **12.14** for more than ninety (90) days shall receive unpaid days off in accordance with Article 15.02 a). Part-time employees who enter into another full-time assignment within fifteen (15) days of the termination of the previous full-time assignment will continue to receive unpaid days off in accordance with Article 15.02 a).

Unpaid days taken under this clause will be included in seniority calculations.

- c) All new full-time employees must work six (6) complete and continuous months before drawing from their vacation entitlement. Part-time employees who have worked six (6) months or 900 hours, whichever is greater, and who are successful in obtaining full-time positions in the bargaining unit will not be required to serve this waiting period.

- d) Employees who have been absent without pay for any reason, except for pregnancy leave, parental leave/adoption leave or union leave for more than forty-five (45) working days shall receive a pro-rata reduction in their vacation pay entitlement.
- e) Prior to returning from pregnancy and/or parental/adoption leave, employees shall be required to take the vacation they accrued from the previous calendar year during the leave(s) of absence to ensure they comply with Article 15.04. Such vacation will be taken continuous with the leave of absence.

15.03 Vacation Requests and Seniority

- a) Vacation selections will be based on seniority and, in the case of equal seniority, the first submitted will be given preference.
- b) All vacation requests must be in full shifts and approvals will be subject to service requirements and in a manner that would not reduce the ACP complement below a minimum of 4 ACP ambulances plus the ACP first response unit on the day shifts (shifts starting between 0500 hours and 1459 hours) and 3 ACP ambulances plus the ACP first response unit on the night shifts (shifts starting between 1500 hours and 0459 hours). Requests received on shorter notice and/or last minute request will be considered, subject to staff availability. Requests denied will not be reconsidered unless resubmitted.
- c) Vacation requests will be submitted via electronic scheduler and/or on paper in **the shift envelope and/or submit the request electronically via the electronic scheduler in accordance with Table #1 below**. Any vacation request submitted **outside of the deadlines outlined in Table #1** will be considered on a first come, first served basis provided the vacation request is received at least seven (7) calendar days prior to the applicable shift.

TABLE ONE (1)

<u>Submission Deadline</u>	<u>Vacation Time Period</u>
August 31st	January 1st to April 30th
December 31st	May 1st to August 31st
April 30th	September 1st to December 31st

d) Employees on pregnancy, parental, personal or adoption leave of absence shall be entitled to submit vacation requests in accordance with the Table #1 above.

e) For full-time employees who have less than a full shift remaining in their vacation bank or specified holiday bank, they will be able to combine time from another available bank to enable them to utilize the time in their vacation bank or specified holiday bank in full shifts.

15.04 Vacation Carry Over

Employees, by written request to the Supervisor, shall be granted the privilege of carrying up to 4 days for paramedics and 5 days for fleet staff to the next vacation period.

15.05 Vacation Pay Out

Upon termination of employment, death or retirement, an employee (or their estate as the case may be) shall be entitled to such vacation pay or service credits applicable to such date. Such monies owing will be paid within twenty-one (21) days of such termination, death, or retirement.

ARTICLE 16 – SPECIFIED HOLIDAYS

Full-time

16.01 The following are recognized:

- | | |
|--------------------|----------------------|
| (1) New Year's Day | (7) Civic Holiday |
| (2) Family Day | (8) Labour Day |
| (3) Good Friday | (9) Thanksgiving Day |
| (4) Easter Monday | (10) Remembrance Day |
| (5) Victoria Day | (11) Christmas Day |
| (6) Canada Day | (12) Boxing Day |

In addition, all full-time employees with continuous full-time service prior to July 1st will be entitled to one (1) Floater Holiday. New full-time employees hired after July 1st will not be entitled to the Floater Holiday in their year of hire.

Full time employees shall be entitled to and paid for Specified Holidays according to their regularly scheduled hours. Full-time employees hired after January 1st of each year, or who are on leave of absence or in receipt of WSIB, STD or LTD for more than 45 consecutive working days, will have their specified holidays prorated for that year.

16.02 Utilization of Specified Holidays

Specified holidays will be paid out at the full-time employee's regular rate of pay. Specified holiday time can be taken in full shifts provided they are requested fourteen (14) days in advance or paid out. In order to be entitled to this payment, a full-time employee must have worked fully the last scheduled shift immediately preceding the holiday, and the first scheduled shift following the holiday unless absence is due to illness. A full-time

employee who is scheduled to work, regardless if it is a scheduled shift or not on the above holidays, shall be paid at the rate of double time (2x) for all hours worked on the holiday. Holidays are from midnight to midnight, 0001 hours to 2400 hours.

The intent of this Article is to pay full-time employees for specified holidays, based on the shift the full-time employee works on each holiday as recognized in Article 16.01 (except the Floater Holiday), plus double time (2x) regular hourly rate for hours worked when they volunteer to be called in for work.

16.03 (a) Holiday Accumulation, Use of Credits

(i) The Region agrees to provide a yearly specified holiday bank for full-time employees. The bank will be a yearly (January 1st to December 31st) maximum of one hundred and fifty six (156) hours inclusive of the floater holiday. It will be paid out at the current year rate at the end of the year if it remains unused.

(ii) Part time in a full time line will not be eligible for the specified holiday bank.

(iii) If an employee changes classification, terminates or retires the employee shall only be entitled to the specified holidays applicable to their date of termination or retirement. Specified holidays utilized above this amount will be repaid or deducted from other monies owed at date of termination or retirement.

(iv) Full-time employees shall be allowed to use specified holidays in full-shifts provided a written request is received and acknowledged by the Region at least fourteen (14) calendar days in advance. Requests received on shorter notice and/or last minute requests will be considered, subject to staff availability posted on the electronic scheduler and in a manner that would not reduce the ACP complement below a minimum of 4 ACP ambulances plus the ACP first response unit on the day shifts (shifts starting between 0500 hours and 1459 hours) and 3 ACP ambulances plus the ACP first response unit on the night shifts (shifts starting between 1500

hours and 0459 hours). Requests denied will not be reconsidered unless resubmitted. Approval shall not be unreasonably withheld.

For full-time employees who have less than a full shift remaining in their vacation bank or specified holiday bank, they will be able to combine time from another available bank to enable them to utilize the time in their vacation bank or specified holiday bank in full shifts.

16.03 (b) Request for Payout or Banking of Overtime

(i) Each employee must advise the Region in writing by December 1st of each year as to whether any “double overtime” is to be paid out or banked. For greater clarification, if the banking option is selected, each holiday payment will be paid out on the employee’s next regular pay day and all double overtime hours owing will be banked.

(ii) When a full-time employee requests a pay out, the request is to be expressed in hours of regular pay. Any such pay out request requires the full-time employee to have previously banked hours available. When a full-time employee requests time off (in lieu of payment) such request shall be made at least forty-eight (48) hours in advance of the applicable shift, and must be taken as a full shift or as a minimum of four (4) hours, and thereafter may be taken in one (1) hour increments up to a maximum of eight (8) hours in total requested off of banked time either at the beginning or end of their shift.

(iii) Any unpaid overtime as of December 31st of any year shall be paid out at the rate it was originally banked.

16.03 (c) Procedure for Filling Shifts on Specified Holidays

(i) **All full-time employees who wish to work on a specified holiday will notify the scheduler in writing in accordance with Table #1 below:**

Table #1:

<u>Submission Deadline</u>	<u>Specified Holiday Time Period</u>
August 31 st	January 1 st to April 30 th
December 31 st	May 1 st to August 31 st
April 30 th	September 1 st to December 31 st

- (ii) If a shift opens (vacation/other) on a specified holiday date, full-time employees **who have opted-in** will be **contacted by the scheduler or supervisor designate to accept a shift from the available list of open shifts on the specified holiday. Should the full-time employee not accept a shift that is available to them, the scheduler will move on to the next full-time employee who has opted-in** to work according to current rotational call-in practices, after which time the shift(s) will be available to part-time employees. Once an employee either states they plan on working their scheduled shifts or accepts a vacant shift for the specified holiday, these shifts cannot be abandoned except by illness **or shift exchange with another full-time employee (including part-time in a full-time line)**. Any employee calling in sick on a specified holiday may be required to present a certificate from a licensed physician on their return to work in accordance with Article 19.04. For the purposes of clarity, Article 16.03 a) ii) will not apply on specified holidays.

Full-time employees who are already working on the specified holiday may shift change from day shift to night shift, or vice-versa, before the shift is made available to full-time or part-time employees. Should an employee fail to signify their desire to change shift, in accordance with the

notice period in i) above, they will be required to work the shift as it was originally scheduled. Except as provided herein, there will be no open shift changes from other shifts on these specified holidays.

A separate full-time specified holiday overtime call-in list shall be **posted electronically accessible to all employees by the 10th of each month.**

iii) Current Rotational Call-in Practices

Rotational call-in practices shall be defined to mean that the names of all employees are kept **in the electronic scheduler.** When an overtime opportunity arises it will be offered to the available employee at the top of the list. When an employee works a partial shift or full shift their name shall be moved to the bottom of the list. When the next overtime opportunity arises it will be offered to the available employee now at the top of the list, and so on and so on, on a rotational basis. An employee who is offered an overtime opportunity and declines such overtime opportunity shall be moved to the bottom of the list.

16.04 Part-Time Holidays

The Region agrees to pay part-time employees wages for nine (9) holidays.

The nine (9) holidays will be:

- | | |
|--------------------|----------------------|
| (1) New Year's Day | (6) Labour Day |
| (2) Family Day | (7) Thanksgiving Day |
| (3) Good Friday | (8) Christmas Day |
| (4) Victoria Day | (9) Boxing Day |

(5) Canada Day

Part-time employees working as paramedics shall be paid twelve (12) hours pay for any Specified Holidays for which they qualify.

A part-time employee working as a paramedic qualifies for such payment providing:

(a) They are employed greater than three (3) months.

(b) Has worked a scheduled shift, paid training or a special event on at least twelve (12) calendar days proceeding the holiday in the past four (4) weeks.

Part time employees working in non-paramedic positions shall be paid for the Specified Holidays listed above in accordance with the Employment Standards Act.

(c) Part time employees who are working in a full-time line replacing a full-time employee as per article 12.13 for more than ninety (90) days shall receive paid specified holidays in accordance with Article 16.01.

Part-time employees who enter into another full-time assignment within fifteen (15) days of the termination of the previous full-time assignment will continue to receive paid specified holidays in accordance with Article 16.01.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.01 Determination of Work Schedules

(a) It is recognized that the Region must, of necessity, be allowed to determine the number of staff on duty at any given time, and the hours of work and shift schedules for the Service. The Region will discuss changes in schedules with the Union prior to

implementation. While the Region reserves the right to change such schedules, this shall not be done in an arbitrary manner.

Except in a designated emergency, no employee may work in excess of sixteen (16) hours in any twenty-four (24) hour period. Designated emergency in this clause shall be defined as any disaster that would overwhelm the existing human resources.

Limit on Part-time Hours of Work

(b) No part-time employee shall work in excess of eighty-four (84) hours in a two-week pay period unless it is a shift over-run or until all available (not scheduled) full-time paramedics have first been advised of and have refused the overtime.

(c) Master Schedule Line Bidding Process

The parties agree to a master schedule line rebid that will be completed every two (2) years. It is understood that the master schedule rebid process is to be completed by no later than May 31st of the rebid year, with the schedule starting on the next pay period beginning after January 1st of the following year. These dates are in coordination with the four (4) month schedule and would limit impact to any time off submissions during the peak holiday time of December and the associated specified holidays.

It is also agreed that during each day of the master schedule line bidding process, there will only be 30 employees (based on seniority) scheduled to be contacted in order regardless of classification to select a preferred line on the master schedule. A daily timetable will be created, listing the date each employee is to be called, and will be posted within seven (7) days of the rebid process start date. Vacant lines on the master schedule will be designated in accordance with the classification and qualifications of ACP and PCP respectively.

It is understood that a member of the Union Executive, along with a member of the Management team will both be present to participate and oversee the rebid process.

A call will be placed to each employee in order of seniority and the employee will have thirty (30) minutes to make their selection from the time a message is left or contact is made. Calls will take place between 1300 hours to 2100 hours.

If an employee is actively performing job duties with the Region of Waterloo Paramedic Services during their designated phone call, the scheduler will leave a voice mail notifying the employee that it is their turn to choose a preferred line. The process will stop, and the employee shall be granted an additional 20 minutes after completing active duties, (i.e., arrival at the hospital or immediately after clearing the scene of a call/NPC). At this point the scheduler will call back and the 30-minute window will begin.

If the employee does not return the call to the scheduler within their thirty (30) minute time frame, a line will be assigned using the proxy process outlined below.

Line Bid Proxies

If an employee knows they will be unavailable for the line bid phone call, the employee may submit their top three-line choices, in writing, to a union representative prior to the line bid process. If the preferred line choices are unavailable when the employee's turn arises, the employer and union representatives will jointly assign a line they deem consistent with the written choices made by that employee, or the closest possible alternative available at that time.

If the employee is unavailable for contact during the 30-

minute window of a master schedule line rebid, and there is no written proxy submitted, the union representative will choose a line they deem similar to the line pattern currently being worked by the employee.

Line "Bracketing"

After choosing a primary line on the master schedule, an employee may put their name in brackets beside a line already claimed by a higher seniority employee that is currently off work as a result of a long-term illness or leave. The employee that placed their name in brackets beside the line will take over that line and their original line will be assigned to a full-time float or senior part-time staff.

A maximum of one name shall be placed in brackets beside another line. An employee may only select one line to bracket. An employee who brackets a line may not have their line bracketed.

The number of bracket lines that may be selected will be capped at the number of full-time float positions, in accordance with collective agreement article 12.15, which is five (5) full-time float positions.

The bracket employee will remain in that line until the return of the more senior employee to full duties, or the more senior employee's line is replaced permanently on the master schedule (i.e. resignation, promotion, retirement, accommodation etc.)

General Deferment

Any employee may defer picking their line until after the rest of the full-time list has been contacted. After all full-time employees have been contacted once, the employee(s) that has elected to defer will be called again in order of seniority to select a line. There will be no subsequent deferment.

Spousal Deferment

An employee may elect to defer choosing a line and drop down the call list to the position above their spouse. The more senior employee will be called first, followed by the spouse with lesser seniority.

ACP Deferment

Any employee currently enrolled in an ACP program may defer picking their line until after the last ACP on the seniority list has made their selection. The employee(s) that has elected to defer will be called again in order of seniority to select a line from the remaining ACP lines. There will be no subsequent deferment.

Note: An employee may notify management of their intention to defer their line bid at the time of the call or in writing prior to the bid process.

17.02 Downstaffing

(a) It is agreed and understood that downstaffing on specific holidays may occur. The method used to determine which employee(s) will/will not work will be as follows:

At least two (2) weeks prior to the specific holiday date, and upon notification of downstaffing, employees scheduled to work twelve (12) hour shift(s), will be contacted (based on seniority) to determine whether they choose to work, as well as their shift preference. Once the position(s) have been filled, the remaining employees will automatically be scheduled off. Or, vice versa: once the appropriate number of employees choose to be off, the remaining employees will work unless off due to other Articles within the Collective Agreement.

If a shift opens (vacation/other) on the specific holiday date, those employees bumped will be given the first opportunity to work (based on seniority).

17.03 Open Shifts

All open shifts will be available to full-time bargaining unit employees on a first come, first served basis year round, provided the Supervisor is able to fill the resulting vacancy with another employee.

Open shift selection will be subject to service requirements in a manner that would not reduce the ACP complement below a minimum of 4 ACP ambulances plus the ACP first response unit on the day shifts (shifts starting between 0500 hours and 1459 hours) and 3 ACP ambulances plus the ACP first response unit on the night shifts (shifts starting between 1500 hours and 0459 hours). The Region will make every reasonable effort to find any available employee to fill the open shift. In any case, no employee will abandon their shift with less than twenty-four (24) hours notice from the start of their shift.

Open shifts for the current month will remain available on “Electronic scheduler” for five (5) calendar days of the posting, or until ten (10) calendar days remain before the open shift is to occur. All requests that result in an open shift shall be posted to “Electronic scheduler” within twenty four (24) hours from the time of receipt and will be posted for the three (3) month scheduling period referred to in 17.04 d). Each employee is allowed three (3) open shift changes from their original shift inclusive.

Open shift requests for the upcoming month will not be addressed during the part-time scheduling period (first seven (7) calendar days of the month) preceding the month being scheduled). Open shift requests for this month will continue to be processed after release of the schedule.

17.04 Shift Changes

(a) The Region shall permit an unlimited number of shift changes per month. Each request for shift change must be submitted to the Supervisor, in writing, at least twenty-four (24) hours in advance and signed by both the employees involved, and list the shift being changed as well as the agreed repayment shift and in a manner that would not reduce the ACP complement below a minimum of 4 ACP ambulances plus the ACP first response unit on the day shifts (shifts starting between 0500 hours and 1459 hours) and 3 ACP ambulances plus the ACP first response unit on the night shifts (shifts starting between 1500 hours and 0459 hours). Shift changes must be one shift for another shift of equal duration.

(b) The employee will fill out a shift change request form and deposit it in the **shift envelope**, and/or submit the request electronically via the Electronic Scheduler.

(c) The shift, after being arranged in the above manner, becomes the responsibility of the replacing employee, as if a regular shift.

(d) An electronic version of “Electronic Scheduler” will show the current month’s schedule plus the next **three (3)** months which shall illustrate the open shifts for the **four (4)** month period.

17.05 Overlap Shift Coverage

It is hereby intended that, to assist the staff in conducting their work with more flexibility, a four (4) hour maximum “overlap coverage” at the beginning or the end of a shift will be permitted. In order to obtain this exchange, the employee must: (1) submit a written request to the shift Supervisor twenty-four (24) hours in advance of the exchange; (2) have the request approved by the

shift Supervisor; and (3) repay this exchange in the same pay period.

Shift Premium

The Region will pay a shift premium as per Schedule "A", for all hours worked after 1800 hours. Shift premium will be paid on a bi-weekly basis to the employee who is working the shift(s) when the overlap occurs. This is to eliminate split payments to those employees who mutually agree to the overlap.

17.06 Full-time Overtime Rotational Call-in Practices

Over-time rotational call-in practices shall be defined to mean that the names of all employees are kept in the electronic scheduler. When an overtime opportunity arises, it will be offered to the **first** available employee at the top of the list **who opted in for overtime**. When an employee works a partial shift or full shift their name shall be moved to the bottom of the list. When the next overtime opportunity arises, it will be offered to the available employee now at the top of the list, and so on and so on, on a rotational basis **of those employees who opted in for overtime**.

All full-time employees who wish to **work** overtime will notify the scheduler in writing **in accordance with Table #1 below**:

Table #1:

<u>Submission Deadline</u>	<u>Specified Over-time Period</u>
August 31st	January 1st to April 30th
December 31st	May 1st to August 31st
April 30th	September 1st to December 31st

17.07 Overtime – Definition; Lieu Time for Overtime

(a) Overtime at the rate of time and one-half (1½) the employee's basic hourly rate will be paid for work performed in excess of the employee's regular scheduled weekly hours of work based on the employee's particular shift. The employee will be paid for all overtime hours worked outside their regular hours. Overtime is voluntary with the sole exception of where employees are directed under legislation by a dispatch center to remain in service, subject to the article 17.13 on Late Calls.

All overtime hours shall be granted as lieu time or overtime pay. Employees may accumulate a rolling bank of a maximum of eighty-four (84) hours at the appropriate premium rates, excluding statutory holiday time. The employee will advise the Region in writing by December 1st for the following year whether overtime shall be paid out or banked.

Any accumulated banked overtime remaining by December 31st will be paid out at the applicable overtime rate.

Part-time Overtime

(b) Part-time employees, will be paid at time and one-half (1½) the employee's basic hourly rate when there is an early shift start when the employee is on the premises, and/or when there is a shift over run for time worked. Overtime shall also be paid for work performed in excess of regular scheduled weekly hours of work when the part-time employee fills a full-time position in accordance with Article 12.11.

Part-time employees shall be paid at time and one-half for all hours of work in excess of eighty-four (84) hours in a two (2) week pay period.

17.08 Part-time Employees - Role

(a) The parties agree that the primary purpose of part time paramedic employees is to provide the Region with flexibility to enable the Region to meet its operational requirements and obligations to full-time employees during peak periods and extended hours, and when full-time employees are not available for their regular schedule due to vacation, specified holidays, leaves of absence, illness or injury.

Part-time - Availability

(b) Part-time employees shall signify themselves as available to work on at least 50% of the designated holidays available to full-time employees in each contract year. Notice of such availability shall be provided each month in time for normal scheduling. As well, part-time employees will offer to be available to work both Christmas and New Year's Day unless excused by the Employer.

c) Part-time Shift Scheduling

All part time employees shall submit their scheduling availability by the first day of the month preceding the month being scheduled. Each paramedic part-time employee shall advise the **Deputy Chief**, or designate, of their availability for no less than six (6) dates (24 hour period) per month. Each fleet part-time employee shall provide availability for no less than eight (8) dates (24 hour period) per month.

All part-time employees must commit to working at least four weekend dates (24 hour period) per month. Weekend dates include Friday, Saturday and Sunday. Once the part-time employee has provided the **Deputy Chief**, or designate, with their availability, part-time employees shall be scheduled (one shift at a time) in accordance with the available employee at the top of the list, commencing initially with the most senior employee. The next employee scheduled will be the employee now at the top of

the list, and so on and so on, on a rotational basis until all available shifts for that month have been handed out. For the next and succeeding month(s) the next employee scheduled will be the employee who is next on the rotational list (where left off in previous month). This Article does not apply to a part-time employee who is already filling a full-time vacancy.

(d) Once the part-time schedule has been posted as per 17.09 a), all part-time employees will be required to advise the Region of their revised scheduling availability on the first (1st) calendar day and the fifteenth (15th) calendar day of the month. Any revisions must continue to include the minimum availability requirements as defined in 17.08(c), i.e. six (6) dates per month for paramedics, eight (8) dates per month for fleet. Should a part-time paramedic not be available when called to work on a date they indicated they were available to work, their name shall be moved to the bottom of the call in list.

(e) A part-time paramedic or part-time fleet employee who refuses or is unable to be reached for six (6) shifts in a two consecutive month period for which they committed availability as per the above shall have their name removed from the part time seniority list and cease to be employed by the Region.

(f) Part-time Current Rotational Call-in Practices

Once the monthly part-time schedule has been posted as per 17.09 a), all additional hours of work opportunities will be scheduled for part-time employees on a rotational basis. A separate rotational call in list referred to in 17.08 c) above shall be established, commencing on the 1st day of each month with the most senior employee. The employees on the list shall be in order of their seniority (by hours and rank of seniority) based on the (Electronic scheduler-last posted pay) for part-time staff available on the day. Available shall be defined as an employee who responds to the Supervisor's phone call and accepts the opportunity based on their posted availability on the electronic

scheduler. When an employee works a shift or a portion of a shift their name shall be moved to the bottom of the available electronic scheduler list (determined by hours and rank of seniority). When the next additional hours opportunity arises it will be offered to the available (as defined above) employees now at the top of the electronic scheduler list, and so on, on an available rotational basis by hours and rank of seniority. At the end of the month based on the electronic scheduler last pay period the electronic scheduler list will commence again with the most senior employee.

17.09 Part-time Employees – Scheduling

a) The (part-time) schedule shall be posted by the seventh (7th) calendar day of the preceding month.

b) Once assigned to a shift, part-time employees may take part in a shift change (must be one shift for another shift of equal duration) but may not transfer to an open shift.

c) No part-time paramedic employees shall be regularly scheduled to work more than eighty-four (84) hours in a two week pay period. No part-time fleet employees shall be regularly scheduled to work more than eighty (80) hours in a two week pay period.

17.10 Call In

Full-time

(a) When a full-time employee is required to work overtime which is not consecutive with their normal working hours, they shall be paid for a minimum of three (3) hours at one and one-half (1½) times their regular rate of pay, subject to Article 17.06.

Part-time

(b) When a part-time paramedic employee is called in outside of their normal scheduled hours of work, they will be paid three (3) hours at time and one-half or be paid for actual hours worked, whichever is greater. When a part-time fleet employee is called in outside of their normal scheduled hours of work, they will be paid two (2) hours at time and one-half or be paid for actual hours worked, whichever is greater. The intent of this Article is for those who receive less than twenty-four (24) hours notice, to receive payment under this Article.

Vacant Shifts – Availability

(c) A vacant shift, once offered to all available part-time staff, shall be offered to all available full-time staff on a rotating basis. For the purposes of overtime rotation, the existing rotation list shall be posted, the front name on the list shall be moved to the back of the list after the shift is worked. All subsequent vacancies not filled by full-time employees, will be filled at the discretion of the Region.

Call In - Minimum Time

(d) Employees who have been called back to work outside their regular shifts will be required to remain on duty for a minimum three (3) hour period. The Region will release these employees at the time subject to C.A.C.C. requirements. Subsequent call-ins for any individual during the same day will be limited to the time actually required to complete the duty assignment subject to C.A.C.C. requirements.

17.11 Meal Allowance

Re-imbusement, distance

(a) An employee required to travel on behalf of the Region, so that they are not at their assigned place of duty throughout their normal meal period, will receive reimbursement for one (1) meal. Such travelling must involve a distance of at least twenty-five (25) miles, or forty (40) kilometers, one way from the assigned place of duty (Waterloo Region, including Guelph) and must result in absence from such place of duty for the full meal period.

Beyond Shift

(b) Employees who are away from the Region's premises with the knowledge and permission of the Employer beyond one regular shift, shall receive reimbursement from the Region for all required meals, lodging and hours on duty until their return.

(c) An employee, being away with the knowledge and permission of the Region, from the Region's premises for more than one (1) day, having while away, less than eight (8) hours on duty in a twenty-four (24) hour period, shall be deemed to have eight (8) hours on duty in each such twenty-four (24) hour period.

Employees shall be paid for all time, when they are tending to a patient under care, or to the repair of a vehicle.

Amount of Allowance

(d) The cost of a meal, excluding gratuities, will be reimbursed to a maximum of fourteen dollars and fifty cents (\$14.50), effective date of mutual ratification, for each meal from the hours of 0001 to 2400 hours; fourteen dollars and seventy-five cents (\$14.75), effective April 1, 2011; fifteen dollars (\$15.00), effective April 1, 2012. No receipts will be required for such reimbursements.

(e) Dispatch Role

The approval of dispatch is required prior to stopping the vehicle for the purpose of purchasing food. No eating is permitted in the vehicle.

17.12 Meal Breaks

a) i) ACP/PCP Crews

Meal breaks will be thirty (30) minutes in length. This time will be measured from five (5) minutes after the crew has arrived at the location at which the break is to be taken. Meal breaks will be taken at the nearest ambulance station and crew members will take their meal break at the same time and location. Meal breaks will be uninterrupted, where this is possible.

ii) Fleet

Fleet employees scheduled for a full time shift shall receive a thirty (30) minute paid meal break and a fifteen (15) minute rest period during each half of the shift with such times to be determined by the supervisor. The thirty (30) minute meal break must be taken no later than five (5) hours after the beginning of the shift. Fleet employees scheduled for a part shift of less than five (5) hours shall receive a fifteen (15) minute rest period at a time that is at the discretion of the supervisor.

Number and Frequency

(b) Paramedics will receive two meal breaks during a twelve (12) hour shift as set out in c).

Scheduling of Meal Breaks

(c) Meal breaks during a twelve (12) hour shift shall be scheduled and shall take place between the beginning of the 5th hour to the end of the 6th hour of the shift and between the beginning of the

10th and the end of the 11th hour of a 12 hour shift. The crew will request lunch with dispatch as early as possible. If the crew have not been scheduled for their meal break by 5-1/2 hours after the start of their shift, the crew shall contact the supervisor, who will contact dispatch and facilitate the scheduling of the meal break at the earliest opportunity. The parties agree that as is the practice, this Article refers only to the start time for the lunch break. The lunch must commence within the two (2) hours in order to comply with the language. As further clarification, the lunch does not have to be completed within the two (2) hour time frame.

CACC/Booking Meal Breaks

d) The Region shall inform dispatch (C.A.C.C.) and the Region shall ensure that between the hours of 1100 and 1400 hours all Code 1 and Code 2 calls shall not be booked for ambulance crews where said ambulance crews have not had their break as per clause c) above.

Interrupted and Missed Meal Break

(e) The paramedic shall be paid fifteen dollars (\$15.00), effective April 1, 2012 for the thirty (30) minute meal period when the paramedic is not scheduled or allowed to take their full, uninterrupted meal break within the time slots in c) above;

(f) Further to a paramedic being entitled under Article 17.12 (e) to a missed meal break allowance, following notification from the employee that they were not scheduled for a meal break during the scheduled window, the supervisor will continue to make every reasonable effort to provide the employee with the meal breaks **even where the missed break has already occurred.**

17.13 Late Calls

- (a) There will be no assignment of non-emergency calls (codes 1, 2, 3, and 8) within thirty (30) minutes prior to the end of the shift, unless the code 3 call has been waiting for more than 30 minutes.**
- (b) All Code 4 calls that are received prior to the 30 minutes end of shift period may extend beyond the end-of-shift and will be serviced until completion.**

When a crew is cleared from a call that took them past their (12) twelve-hour end-of-shift time, they are to be automatically considered out-of-service, booked off and shall return to their station.

For clarification:

At 12 hours, if 3 or more PTU's are available, then out of service PTU's cannot be brought back into service.

At 13 hours, a crew is out of service once they have completed their current/last call, regardless of PTU count and Code Yellow or Code Red status.

No calls will be assigned to crews on end-of-shift overtime unless one of the following applies:

- The Paramedics are the closest to a VSA call
- The Paramedics come across a call returning to their station

Where the service is not in Code Yellow or Code Red and either of the above two circumstances occur, an ambulance crew will be provided for the purposes of a transfer of care to relieve the responding paramedics.

- b) If a spare vehicle (Ambulance or ERU) is located at the station where the crew is out of service, it can be used to allow an oncoming crew to relieve the out-of-service crew at a convenient point in the call, i.e. at the hospital, or at the scene if transport is not delayed.

- c) An ambulance crew shall be considered available from the commencement of their shift, or when at hospitals for a minimum of 20 minutes with no update from the ambulance crew concerning their unavailability.

Any paramedic crew assigned a call with (30) minutes or less remaining in their shift or are beyond (12) hours in an overtime state, will be allowed to request a PTU via CACC. It is the expectation that a transporting crew will be sent if 4 or more PTU's are available at the time of request.

ARTICLE 18 - WAGES AND PREMIUMS

18.01 Wages & Premiums - Schedule "A"

- a) Attached to this Agreement and forming part hereof shall be Schedule "A" setting wage rates/shift premium and classifications.

Lead Hand

- b) (i) When the Employer requests that a bargaining unit member fulfil the role of Lead Hand, bargaining unit members shall receive an hourly premium of \$3.00 per hour.

The Union shall not unreasonably deny requests. No employee shall be assigned to a Lead Hand position if it negatively impacts the vacation request of another employee who submitted their

request in advance of the submission deadline as per article 15.03, while maintaining service requirements and staff availability.

ii) Lead Hand shifts shall be distributed on a rotational basis as equitably as possible based on operational requirements amongst employees selected to fulfil the role of Lead Hand.

For the purposes of rotation, the name on the top of the list will be offered the available shift(s). When a Lead Hand either accepts or declines an offered shift, their name will be moved to the bottom of the list. In order to maintain operational consistency where more than one consecutive vacant shift exists, vacancies will be scheduled in “same Supervisor, same event” blocks, i.e. up to 4 day blocks. Where multiple blocks are available each Lead Hand, by rotation, will be able to select any one block from amongst the blocks available.

iii) It is understood that an employee who is considered to be a Lead Hand, will only perform a Supervisor’s normal duties of assigning, delegating, coordinating and overseeing the work to be performed. Employees when so assigned shall not discipline other employees. Such employee must report to the duty manager as soon as possible, any instance of conduct or behaviour which contravenes established rules and regulations.

18.02 Direct Deposit – Pay Day

The Region agrees that the employees’ pay will be available no later than 0900 hours Friday of each pay period through Direct Payroll Deposit, and that a separate pay stub will be given to each employee to review for pay accuracy and for their personal records.

18.03 Special Events and Partial Shift Assignments

a) “Special events” shall be defined as an event where the paramedic or crew is dedicated solely to the event, such as

Kitchener Rangers' hockey games, Roller Derby, concerts, public awareness events etc.

Part-time paramedics will be scheduled as per Article 17.08 c) for all special events. Once availability of part-time paramedics is exhausted full-time paramedics will be utilized in accordance with to Article 17.07 a).

The event may extend beyond the scheduled time of the special event. Should a crew assigned to a special event be assigned to a call at a separate location from the event or while in transit to or from the special event it will be considered a shift over run and the time spent on the call will be subject to overtime as per Article 17.07 b).

Special event assignments are subject to Article 17.04; may not be abandoned, and must be worked. In the event that management provides less than twenty-four (24) hours notice for the cancellation of a special event assignment payment will be provided for the scheduled hours or Article 17.10 will apply, whichever is less.

b) Part-time employees assigned to partial shift assignments or special events will be notified by the supervisor (prior to accepting the assignment) that the event may extend beyond the scheduled time of the partial shift or special event. Employees will not be entitled to overtime payment as a result of a partial shift or special events extending beyond its scheduled time, unless it extends beyond standard hours of work.

For clarity, a partial shift includes but is not limited to filling in for an employee attending a meeting or training session.

18.04 Quarantine Pay

Paramedics and fleet staff who are under quarantine by order of the local Medical Officer of Health and not permitted to work as a

result of an exposure during the normal performance of their duties at the Region of Waterloo will be paid at their regular wage rate for a maximum of ten (10) regularly scheduled shifts. Any monies paid by WSIB or STD as a result of time lost during the quarantine shall be assigned to the Region.

ARTICLE 19 – HEALTH AND WELFARE BENEFITS

19.01 Employee Benefit Program

(a) The Region agrees to pay one hundred (100%) per cent of the premium costs of the following benefits as outlined in Articles 19.02, 19.03, 19.04, 19.05, 19.06 and 19.07, which shall not be changed for the duration of this Collective Agreement and which must be read subject to the conditions of the carriers. The Region's responsibility shall be limited solely to the proper payment of the premiums.

Change of Insurance Carriers

(b) The Region may change carriers from time to time, provided that the benefits will at least be equivalent to those now in effect and provided the Region gives the Union at least forty-five (45) days written advance notice of the change along with the specific information detailing the coverage and conditions of the benefits to be provided by the new carrier. This does not apply to EHT or any plan mandated by law. If the Union advises the Region within twenty-one (21) days of such notice that it disputes that the coverage of any carrier is not equivalent to that required by the Collective Agreement, the dispute may be the subject of a grievance and arbitration.

Benefit Coverage – WSIB, STD, LTD

(c) Benefit coverage will be maintained by the Region, subject to the provisions of Article 12.07, for employees absent on WSIB,

Short Term Disability or Long Term Disability, for a period of time equal to the length of their seniority at the time of the commencement of the absence, or for **thirty-six (36)** months, whichever is lesser.

Continuation of Benefits

(d) The Region will not participate either in full or in part toward the premium cost for any part of the Employee Benefit Program when an employee is off unpaid for any reason in excess of thirty (30) calendar days except for:

1. an employee on pregnancy leave, to a maximum of seventeen (17) weeks,
2. an employee on parental leave or adoption leave, to a maximum of thirty-five (35) weeks,
3. an employee in receipt of STD, LTD benefits or WSIB to a maximum of 36 months,
4. an employee on layoff, to a maximum of six (6) months, subject to the provisions of Article 12.07d).

Part-time Payment in Lieu of Benefits

e) All part-time employees shall be paid thirteen (13%) percent of their regular rate in lieu of benefits. The percentage in lieu for a part-time employee who is enrolled in the OMERS plan shall be reduced by the amount of the employer's contribution (or the employer's deemed contribution in the event of a contribution holiday) as dictated by OMERS.

Vacation pay shall be calculated, added and paid on each pay based on the applicable percent of gross earnings.

Part-time Waiting Period for Benefits

(f) All part-time employees will be required to serve a waiting period of 546 hours for part-time paramedics or 520 hours part-time fleet staff, before receiving payment of thirteen (13) percent in lieu of benefits. Part-time employees who have served this waiting period and who are successful in obtaining full-time positions in the bargaining unit, will not be required to serve a waiting period before being entitled to the health and welfare benefits, specified in Article 19 of the Collective Agreement, except for STD and LTD. In the case of STD and LTD, the employee will be required to serve a three (3) month waiting period in a full-time capacity before being eligible for STD or LTD.

19.02 Extended Health Care Plan

Vision Care - Maximum of five hundred and fifty dollars (\$550.00) effective January 1, 2015.

Laser eye surgery is eligible for reimbursement under vision care.

Hospital Care – Semi-private hospital room

19.03 Dental Plan

The premium costs for basic Sun Life dental plan will be one hundred (100%) percent paid by the Employer.

The Region will pay for any premium increases that occur during this Agreement.

The following procedures are included:

- X-Rays
- Fillings other than inlays or crowns
- Extractions
- Oral Surgery
- Cleaning and Scaling

- Fluoride treatments
- Treatment of gums
- Root canal therapy
- Space maintainers and retainers for missing primary teeth
- Rebasing and relining of dentures
- Oral hygiene treatment or instruction
- Routine examinations (maximum of one (1) every nine (9) consecutive months for adults and once every six (6) consecutive months for children).

Special Features:

- No annual maximum
- No deductible
- No pre-existing conditions clause

Covered under Basic Plan:

- 50% Orthodontics (straightening of teeth):
and
- 50% Restoration (Denture, Bridge, Crown)

19.04 Short Term Disability - fifty-two (52) week period

Benefit period commences first day, in case of accident or hospitalization.

Benefit period commences fourth day, in case of sickness.

Benefit period ends after fifty-two (52) weeks.

Benefit = seventy-five percent (75%) of wages

This benefit is taxable in the hands of the recipient.

An employee returning to work after sick leave will be conditional on supplying, when requested, a certificate from a licensed Physician stating that they are fully recovered from the sickness or disability, or any medical restrictions they may have and any medically required accommodation.

19.05 Long Term Disability - fifty-two (52) weeks to age sixty-five (65)

Benefit period commences after fifty-two (52) weeks.

Benefit period ends at age sixty-five (65).

Benefit - seventy-five percent (75%) of earnings.

19.06 Premiums for STD and LTD

The Region will provide premium payments for short term and long term disability plans referred to in 19.04 and 19.05.

19.07 Life Insurance and Accidental Death and Dismemberment Insurance

Group Life Insurance Plan equivalent to two (2) times annual earnings rounded to the next higher \$1,000 if not already a multiple of \$1,000. It may not exceed the maximum benefit of \$350,000.

Accidental Death & Dismemberment Insurance equivalent to two (2) times annual earnings rounded to the next higher \$1,000 if not already a multiple of \$1,000. It may not exceed the maximum benefit of \$350,000.

19.08 Sick Leave Credits

a) The Region agrees to provide a yearly sick leave bank for full-time employees. The sick leave bank will be a yearly (January 1st to December 31st) maximum of eighty-four (84) hours for paramedics and a yearly maximum of eighty (80) hours for fleet employees. It will be paid out at the end of the year if unused. Credits will be used to bridge the first three (3) days (unpaid) of sickness prior to collection of short-term disability. Should a full time employee move to part time status, they shall be paid the amount owing of the eighty-four (84) hours above. Within the same year, should the same employee move from part time back

to full time, they shall not be paid out the eighty-four (84) hours again nor shall they be eligible to take in excess of eighty-four (84) hours paid sick time off in one (1) calendar year.

b) The sick bank provided in a) above will be prorated in the event that an employee is off unpaid in excess of forty-five (45) working days unless off work on Pregnancy/Parental/Adoption leave, Union leave, STD, LTD or WSIB for up to thirty-six (36) consecutive months. Should an employee start after January 1 of the year or move from part time to full time after January 1 of the year, their sick bank provided in a) above will be prorated for that year.

c) Five (5) Family Sick days to be taken out of either banked sick time or banked overtime, at the choice of the employee. “Family” shall be defined according to the Employment Standards Act (Personal Emergency Leave Provisions)

d) Part time employees who are working in a full-time line replacing a full-time employee as per article 12.11 for more than ninety (90) days shall receive prorated sick leave credits based on 19.08 a) Part time employees working in a temp full time line at year end may carry over twelve (12) hours of sick time to the following year.

Part-time employees who enter into another full-time assignment within fifteen (15) days of the termination of the previous full-time assignment will continue to receive prorated sick leave credits based on 19.08 a).

19.09 Medical Certificates

The Region of Waterloo intends to continue the established practice with respect to requiring medical certificates from employees. Where the Region requests or requires an employee to supply a doctor’s certificate, the Region agrees to reimburse the

employee for the full cost of such certificate **to a maximum of \$150 per medical certificate.**

19.10 Employee Pension Plan

- i) All permanent full-time employees must immediately participate in the Ontario Municipal Employee Retirement System Plan (OMERS).
- ii) Clause i) above does not apply where the employee is enrolled in OMERS as a full-time employee with another employer.
- iii) Part-time employees may be eligible for participation in OMERS provided certain criteria as established in the Pension Benefits Act amendments are met by the employee and the employee opts to participate. Enrolment and contributions to the OMERS plan are in accordance with the rules and regulations of the plan as amended from time to time.
- iv) Notwithstanding the provisions of Article 19.01 e) the parties have agreed that if a part-time employee is contributing to OMERS they shall be paid seven (7) percent in lieu of Health and Welfare Benefits for any part-time employees electing OMERS contribution after the date of ratification.

~~19.11 Canada Savings Plan~~

19.12 Retiree Benefits:

Permanent full-time employees with at least ten (10) years of continuous active full time employment with the Region (five (5) years of active full time employment for those hired on or before August 22, 2017) who retire on an early Ontario Municipal

Employees Retirement System (OMERS) pension, or who are receiving LTD after attaining age 55, but before attaining age 65, are subject to all the following mandatory conditions:

- a) The benefits available will only be,
 - Ontario Hospital Insurance Plan (and always subject to Provincial regulations).
 - Extended Health and Supplementary benefits
 - Dental

- b) Coverage other than OHIP, shall always be subject to the conditions prevailing between the Region and its carriers, on behalf of CUPE Local 5191.

- c) Unless the Region is notified in writing to the contrary before the retiree's retirement date, the retiree will be automatically enrolled in the applicable benefits. Retirees are ineligible to enrol in retiree benefits subsequent to their retirement date.

- d) Retirees cannot elect a choice of benefits. All benefits must be taken as offered.

- e) all benefits are 100% employer paid

- f) All benefits will cease effective:
 - i) the last day of the month in which the retiree attains age 65, or
 - ii) in the case of the retiree's death:
 - a) employment of their spouse
 - b) re-marriage/or common law relationship entered into by their spouse
 - c) the last day of the month in which the retiree would have attained age 65.

19.13 Continuation of Employee Benefits During Strike

The Union may request in writing during the term of a Collective Agreement the cost to the Region of the benefits under Article 19, following which the Region will provide the Union with premium costs to the Region of the benefits categorized into single and family coverage.

The Union and the Region have agreed to provide each other with at least three (3) working days written notice of any legal strike or lockout action. In the case of a legal strike where the Union has provided the Region with at least three (3) working days notice of any legal strike and undertakes to reimburse the Region for the continuation of the benefits set out above, the Region shall invoice the Union and accept payment from the Union on a bi-weekly basis in advance of the period to be covered. In the event of a legal lockout, where the Union undertakes to reimburse the Region for the continuation of benefits set out above, the Region shall invoice the Union for the continuation of the benefits on a bi-weekly basis and will accept payment from the Union up to two (2) weeks after the date on the invoice. In either the case of a legal strike or lockout, the Region shall ensure that such benefits are continued.

Any dispute concerning the continuation of benefits during a legal strike shall be a matter for a policy grievance and may be referred to arbitration. An arbitrator shall have jurisdiction to hear any grievance concerning this Article.

ARTICLE 20 – HEALTH & SAFETY

20.01 The Region shall observe all accepted safety practices and meet or exceed the provisions of the Occupational Health and Safety Act. The Region shall provide at no cost to the employee all necessary safety devices or appliances that may be required for the protection of its employees. Employees will adhere to safety practices and utilize Personal Protective Equipment.

20.02 Workers' Compensation

The Region shall provide the Union Vice-President with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the Workplace Safety & Insurance Board (W.S.I.B.)

20.03 Critical Incident Stress

A critical incident occurs when an employee experiences an unusually strong emotional reaction to an extraordinary situation that interferes with their ability to function in the workplace.

The parties agree, that in the event of a critical incident in the workplace, the Employer will provide critical incident stress debriefing to the affected employee(s) through the Region's EAP provider. Such employee(s) shall be approached by a supervisor to discuss the incident and the supervisor shall offer the employee time off work so that they can immediately access EAP. The Region will notify the union that a critical incident has occurred. Should the employee not be approached by the Supervisor but feel they require debriefing with the Region's EAP provider, the employee shall request this of the Supervisor.

ARTICLE 21 – RETURN TO WORK, MODIFIED WORK AND MODIFIED DUTIES

21.01 Rehabilitation and Modified Work

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

(a) Return to Work and Job Security

- i) An employee, who because of illness or injury, remains off work due to sick leave or an L.T.D. claim or a W.S.I.B. claim shall retain and continue to accumulate seniority.
- ii) Should an employee be capable of performing the essential duties of their former position, the Region shall return the employee to their former position. Should an employee not be capable of return to their former position, the Region and the Union shall jointly determine the suitable placement of any employees on sick leave, L.T.D. or W.S.I.B. who are capable of returning to work. Failing agreement on suitable placement, the employee shall at all times retain their right to bump a less senior employee in any other classification.

b) Modified Duties

- i) this clause provides a modified work program to assist in the rehabilitation of employees who have been absent from work due to illness or injury.
- ii) Objectives of the program
 - to restore an ill or injured employee to his/her fullest possible occupational and economic capacity.
 - to provide an employee with an effective setting for work accommodation and work rehabilitation following illness or injury.
 - to accommodate and/or rehabilitate an ill or injured employee in his/her original position or job, wherever

feasible, or to accommodate the employee in another position or job.

iii) Definitions:

Modified Work

Altering a work condition or requirements to better match the employee's medical restrictions that he/she may perform safely without unreasonable risk of injury to self or other and to assist in the rehabilitation of the employee. The altering of a work condition may include part-time hours.

Suitable Work

Work that is different from the employee's regular work and that has been specifically designed or designated to accommodate an employee's medical restrictions.

- a) Any employee who has sustained an occupational or non-occupational illness or injury, that prevents him/her from performing the essential duties of their regular job shall be eligible to participate in this program.
- b) At the request of either party, the Region and the Union shall jointly determine the design of modified work or duties based on medical information for an employee who is off work due to illness or injury. The Region and the Union shall determine the wage rate, if not the employee's former wage rate in accordance with approval and medical restrictions of the attending physician.
- c) Seniority will continue to accumulate while the employee is on modified duties. Employees requiring modified duties or work will have priority for vacancies in the bargaining unit.

d) The modified work assignment must be productive and meaningful to both the Region and the employee. The modified work assignment must suit the medical restrictions, education and training/experience of the employee. Medical restrictions will be determined by the employee's attending physician(s).

21.02 Modified Duties for Pregnant Paramedics

Modified work for a pregnant paramedic employee is used to allow the employee to continue working once their physician indicates they are no longer able to perform their regular duties.

a) Calculation of Modified Work Hours for Pregnant Part-time Paramedics

For part-time paramedics, the following process is used to ensure assigned hours are consistent and fair.

Upon receipt of a physician's note, a weekly average of hours worked (inclusive of training hours) will be calculated based on twelve (12) weeks period prior to the date of the physician's note.

The part-time pregnant paramedic requiring modified duties will be assigned shifts by management that are equal to the hours of the above calculation.

ARTICLE 22 - CLOTHING

22.01 The Region will provide each employee with a uniform issue.

22.02 Clothing Issue

(a) All full-time paramedics will be issued the following maximum uniform issue within three (3) months of start date. All part-time paramedics will receive the following uniform issue upon the completion of their probationary period:

- Winter Toque or Imitation Fur Hat (upon request) – one (1) issued by October 31
- Short Sleeve Shirts – five (5) full-time and three (3) part-time *
- Long Sleeve Turtlenecks – five (5) full-time and three (3) part-time
- T-shirts – five (5) full-time and three (3) part-time
- Pants – three (3) full-time and two (2) part-time*
- Winter Parka – one (1) issued by October 31
- Multi Season Jacket – one (1)
- CSA Green Patch Shoes or Boots – one (1) pair
- Web Belt – one (1)*
- Holster with Accessories – one (1) (not for fleet staff)
- Raincoat – one (1) upon request
- Galoshes – one (1) upon request
- Clip-on Tie – one (1)* upon request (not for fleet staff)
- Helmet – one (1)
- Tilley Hat – one (1) upon request

All full-time fleet employees will be issued the following maximum uniform issue within three (3) months of start date. All part-time fleet employees will receive the following uniform issue upon the completion of their probationary period:

- Winter Toque or Imitation Fur Hat – one (1) issued by October 31
- Short Sleeve Shirts – five (5) full-time and three (3) part-time
- Long Sleeve Turtlenecks – five (5) full-time and three (3) part-time
- T-shirts – five (5) full-time and three (3) part-time
- Pants – three (3) full-time and two (2) part-time
- Winter Parka – one (1) issued by October 31
- Multi Season Jacket – one (1)
- CSA Green Patch Shoes or Boots – one (1) pair a **maximum \$200.00 pre tax**
- Galoshes – one (1) upon request
- Walking Shorts – two (2)

The type, style and colour will be at the discretion of the Region with input from the union. If the employee chooses to purchase boots or shoes from the Region's supplier from among the styles the Region has pre-selected, the Region will pay the full cost of the footwear. If the employee chooses to purchase another style of CSA "green patch" black boots or shoes the employee will be reimbursed up to the maximum **\$200.00 pre tax** cost of the pre-selected styles at the Region's selected supplier. Such reimbursement will be processed upon presentation of a receipt.

Parkas/Multi Season Jackets will be dry-cleaned once per year at the Employer's expense and choice of drycleaners, notwithstanding Article 22.03.

Note: The parties agree that where the Region supplies a winter parka with a detachable fleece, this shall be deemed to be both the winter parka and the multi season jacket.

Clothing Replacement

- (b) The supervisor reserves the right to review requests and to evaluate items submitted for replacement to a supervisor. All clothing and equipment approved for replacement will be ordered by the supervisor within ten (10) days of such approval with written notice to the employee involved. It is understood that only supervisor issued uniforms and equipment will be worn by the employee while on duty. In addition, any and all issued items will be worn and/or utilized solely at the Region.

Clothing Replacement Disputes

- (c) Where a difference of opinion arises between an employee's request dealing with replacement clothing and equipment, the

employee will have the right to seek redress through the grievance procedure.

Return of Service Issued Clothing

d) It is the employee's responsibility to return all service issued clothing at the conclusion of their employment.

22.03 Maintenance of Clothing - Equipment

The employee will be responsible for maintaining and the uniform and equipment issued, and it will remain the property of the Region, to be returned upon request. The employee is to present soiled or damaged uniforms to the Supervisor for dry-cleaning purposes and/or repairs/replacement. It is understood the items issued will not be altered in any way without prior written approval by the Region.

22.04 Clothing Worn – Official Functions

Items marked by the asterisk (*) in 22.02 a) shall be worn by employees during Court appearances, inquests, specified public relation activities, etc., where the employee is acting on behalf of the Region. Permission to wear alternate Region issued Articles must have prior authorization and approval of the Region.

22.05 I.D. Cards

While on duty the employee shall have the Region issued Identification Card on their person. Failure to do this will result in the employee being required to obtain it before being allowed to work or continue to work.

It is the employee's responsibility to return the Region of Waterloo and Ministry of Health Identification Card at the conclusion of their employment.

22.06 Cleaning

The Region agrees to clean a maximum of one pair of Region supplied uniform trousers and one Region supplied uniform shirt per employee per shift worked.

ARTICLE 23– TECHNOLOGICAL CHANGE

23.01 Definition

Technological change shall be defined as a change as a result of introduction of equipment, materials or processes different in nature to that previously utilized which negatively affects employment status (i.e. position declared redundant or reduces wage rate) of one or more employees.

23.02 Notice and Information

When the Region is considering the introduction of technological change the Region shall notify the Union as far as possible in advance of its intentions and plans. At least sixty (60) days in advance of the introduction of the change, the Region shall provide the Union with an outline of the change.

23.03 Details of Notice

The notice and outline in 23.02 shall be given in writing and shall include the nature of the change, the date of the proposed change, and the approximate number and location of the employees likely to be affected.

23.04 Dealing with Impacts of Technological Change

The parties shall meet to discuss the following options, for any employee whose position is declared redundant or who is negatively affected by technological change as defined in 23.01

above, or who is affected by displacement as a result of technological change:

(a) Placement in a vacant position of equal or lesser classification for which the employee possesses the qualifications, ability, and skills.

(b) Bumping any less senior employee, provided the employee already possesses the necessary skill and ability to perform the work available without training other than familiarization of no longer than five (5) working days. Employees shall be allowed to bump to a higher paid classification.

(c) Training, at the Region's expense that can be completed within 200 hours over a four month period, to provide the employee with the skills required by the new method of operation, or to fill an existing vacancy of equal or lesser classification.

23.05 No New Hiring

No employee shall be hired into the bargaining unit by the Region until all qualified employees affected by the technological change have been considered for the vacancy.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Driver's License

If an employee is required by the Region or provincial statute, regulation or policy to be re-tested or examined for their current driver's license, the Region shall allow the employee the use of an appropriate Region vehicle for a required road test, subject to operational requirements.

24.02 Application of Provincial Legislation

(a) The parties recognize that this Agreement is subject to applicable Provincial Legislation. Should any provision of this Agreement conflict with such Provincial Legislation, this conflict shall not affect the validity of the remaining terms and conditions of this Agreement.

Certificates and Licences

(b) It is the employee's responsibility to submit to the Employer, prior to or on the expiry date, all current certificates and licences required under the Ambulance Act and Regulations

Failure to do so may result in the employee being placed on unpaid layoff until such time as the required documentation is submitted.

(c) The Region will pay for the cost of the physical or medical examination for employees who are required to obtain such physical or medical examination to maintain or renew their driver's license to perform their job at the Region.

(d) When the Region of Waterloo provides CPR training to EMS there will be no charge for the cost of the certificate.

24.03 Bulletin Boards:

The Region shall provide appropriate, designated space on a bulletin board at each station in order that the Union may post notices of meetings and other Union business, provided such notices are not of a political, civic or personal nature. The Union agrees to provide a copy of each item posted to the Director of Employee Relations or designate prior to, or at the time of posting.

The Union will be entitled to continue using the employee internal mail boxes at the Fleet Centre for distribution of union materials to its members provided such practice does not interfere with the duties of the employees.

24.04 Address Change

It shall be the duty of the employee to notify the Region promptly of any change in address. If an employee fails to do this, the Region will not be responsible for failure of a notice sent by registered mail to reach such employee. An employee is expected to notify the Region as soon as possible in the event that they are not able to report for work at their scheduled starting time.

24.05 Preceptorship

Employees acting as preceptors will do so on a voluntary basis.

The parties agree that where an educational institution provides compensation for the work of an ACP or PCP preceptor, the parties shall permit such compensation to be paid directly by the educational institution.

When Region of Waterloo EMS accepts rideouts of paramedic students with Paramedic crews, the Preceptor will be responsible for the following:

1. Attend for the full shift for all patient carrying calls unless agreed otherwise by both crew members, or as required by ACP protocol. On days where a preceptor is not conducting a rideout with a student, the normal call-for-call rotation will take place.
2. On calls where an ACP is required to attend, a student will shadow their designated preceptor either in the front cab

or in the back of the ambulance, unless agreed otherwise by both crew members.

3. Is responsible for formal communication, regarding any student issues. This does not prevent a crew partner from identifying student issues.
4. The preceptor shall notify their paramedic partner prior to the shift rideout when a student will be riding out with their paramedic crew.
5. The preceptor shall re-schedule any student rideouts on their days off so that a student does not show up on a shift that the preceptor is scheduled off work. A paramedic may refuse to accept a student rideout when a student shows up and is not assigned to that paramedic.
6. The preceptor is responsible for all teaching aspects of lifting, equipment, medication or protocols while precepting.
7. Whenever the position of the Community College or the Region of Waterloo on the issue of financial compensation for precepting changes, the Region and the Union shall be parties to any discussions, meetings or negotiations of such compensation. Such agreement on compensation shall require the agreement of both parties.
8. The preceptor holds a position of trust and authority when overseeing the performance of a student. In the event that a relationship develops or exists between the preceptor and the student that goes beyond the normal interaction between co-workers that may reasonably involve the perception of bias and/or conflict of interest, the preceptor shall advise Management in order for the student to be re-assigned.

24.06 Investigations or Charges by Police

Employees who are investigated or charged by Police regarding alleged offences shall be treated in the following manner:

1. Where an employee, while in the performance of their duties:
 - a) is the subject of an investigation by a Police Service where criminal charges against an employee could be pending, or
 - b) has been charged by the police.

and if the Region determines that due to the nature of the investigation and/or the nature of the charges, the employee cannot or should not continue the performance of his/her regular duties, the employee will then be placed in alternate duties (as jointly determined by the Region and the Union) at no loss of regular pay, or if this is not practical, the employee may be placed on suspension with pay for a reasonable period of time.

2. The employee will at all times be considered by the Region to be innocent of any criminal wrongdoing unless otherwise determined by the Courts.
3. Where the investigation concludes that no charges will be laid by the Police, where the Crown decides not to proceed with the charges or where no conviction resulted from a charge that was laid, the employee will be considered by the Region to be totally exonerated of the criminal charges.
4. During the period of time that the employee is placed in alternate work or on paid suspension, the employee, and family members if necessary, will have full access to the counselling services of the EAP provider. Where the usual limit on the number of sessions available to employees is not

sufficient, additional sessions will be granted where such additional sessions are deemed necessary by the EAP provider.

5. Should there be a grievous error in fact publicly reported, the Region will seek the publication of a correction. Where an employee has been publicly accused and is later found not guilty of the crime and/or the charges are dropped, the Region will request that this information be published should the employee so desire.
6. Where the employee is cleared of any charges or wrong-doing as set out in #3 above, all documentation regarding the incident(s) will be stored in a sealed envelope in a separate and locked filing cabinet in Human Resources. Should the affected employee make a written request to Human Resources, all documentation in the employees' file relating to this/these incident(s) will be returned to the employee.
7. The employee shall be entitled to receive any benefits available to them under the Regional Indemnification bylaw #95-036.

ARTICLE 25 - Prepaid Leave Plan

THE PARTIES to this Collective Agreement agree that the Prepaid Leave Policy established by the Council of The Regional Municipality of Waterloo (attached) shall apply to members of CUPE Local 5191, subject to such modifications and/or amendments as detailed herein, which are required to obtain conformity with the requirements of Canada Customs and Revenue Agency (Taxation) regulations, in particular Part LXVIII as amended.

The Policy modifications are deemed to be as follows:

1. The arrangement is not established to provide benefits to the employee on or after retirement, but is established for the main purpose of permitting the employee to fund, through salary or wage deferrals, a leave of absence from employment of not less than 6 consecutive months that is to commence immediately after a period ('the deferral period'), ranging from 12 months to 4 years, after the date on which the deferrals for the leave of absence commence.
2. The amount in respect of interest or other additional amounts that may reasonably be considered to have accrued to or for the benefit of the employee to the end of the taxation years shall be paid in the year to the employee.
3. The arrangement requires that all amounts held for the employee's benefit under the arrangement shall be paid to the employee out of or under the arrangement no later than the end of the first taxation year that commences after the deferral period.
4. Throughout the period of the leave of absence, the employee does not receive any salary or wages from the Employer, or any other person or partnership with whom the Employer does not deal "at arm's length", other than the amounts of salary that was deferred or reasonable fringe benefits paid by the Employer.
5. Throughout the period of the leave, the employee is not to be employed elsewhere unless they have prior written permission from the Commissioner Human Resources to take other employment.
6. An employee is to return to regular employment with the employer after the leave of absence for a minimum period of twelve (12) consecutive months.

In addition, the following shall also apply:

1. The Policy shall come into effect as of January 1, 2009, for members of the Local.
2. All carriers of employee benefits plans shall be notified of the agreement to enter into use of the plan, and:
 - a) shall be notified by the Employer at least three (3) months in advance when an employee is to start the actual leave permitted by the plan.
 - b) shall maintain the level of benefits during the entire period of leave in accordance with the full salary paid immediately before the commencement of the leave.
3. Any employee undertaking said leave shall be informed prior to approval being granted, that for the purposes of Ontario Municipal Employees Retirement Systems pension contributions deductions and establishment of “accredited services” the employee shall be required to contribute based on the total of contributory earnings in any pay period and that during the time of absence, the employee is deemed to be on an authorized leave of absence which the member could purchase as “broken service” in accordance with the OMERS Act and Regulations.
4. In the event the employee becomes disabled while on leave, the employee shall not be eligible for Long Term Disability benefits prior to applying for Short Term Disability. The period for receiving Short Term Disability commences from the employee’s expected return to work date.
5. That any pertinent federal or provincial legislation which comes into effect hereafter shall be adhered to by the parties as of the date said regulations receive Royal Assent.

**THE REGIONAL MUNICIPALITY OF WATERLOO
PREPAID LEAVE PLAN FOR PERMANENT FULL-TIME
EMPLOYEES**

(Also known as a Voluntary Self Funded Leave Plan)

MANDATORY TERMS AND CONDITIONS

A self funded prepaid leave policy has been developed and approved by Council, to afford full time employees the opportunity at the sole discretion of the Region, of taking a continuous "unpaid" leave of absence ranging from a minimum of either six (6) months up to a maximum of twelve (12) months, and to finance the leave through deferral of salary for the appropriate period. The following terms and conditions will apply:

Matter ID:

- 105 -

1. Eligibility

All permanent full time employees who have completed at least one (1) year of continuous full time service are eligible to participate in this plan. Part-time employees and employee in job share arrangements are not eligible to participate in this plan.

2. Length of Leaves-Salary/Wage Deferral

The rate of deferral salary may be 20%, 25%, or 33 1/3% of the gross salary received with the period of deferral ranging from 12 months to 4 years based on the programs listed in the chart below:

SALARY DEFERRAL PERIOD	LEAVE PERIOD	PERCENTAGE OF SALARY DEFERRAL
24 months	6 months	20%
18 months	6 months	25%
12 months	6 months	33 1/3%
4 years	1 year	20%
3 years	1 year	25%
2 years	1 year	33 1/3%

FOOTNOTE: "gross salary" refers to an employee's normal and usual bi-weekly pay, and excludes all forms of premium pay.

3. Funding Deposits and Interest

- i) Deferred funds will be deposited into an interest bearing account in the bank normally used by the Region, and the Region will maintain a record of funds and interest for each individual employee approved for prepaid leave.

- ii) The total amount of accumulated salary/wage deferral funds will be paid to the employee in bi-weekly payments as appropriate for the approved period of the leave. In keeping with federal regulations the amount in respect of interest that may reasonably be considered to have accrued to or for employees to the end of the taxation year, shall be paid on an annual basis as required by Canada Customs and Revenue Agency.
- iii) Federal regulations also require that all amounts held for employees, must be paid to employees "no later than the end of the first taxation year that commences after the deferral period."
The Region's requirement of a maximum one (1) year leave period, will keep us in compliance with this Regulation.
- iv) Any cost of living increase, anniversary increase or any other type of permanent increase given to the employee during the deferral period, will be included for computation of the 20% amount to be deferred. Conversely, any decrease in salary/wages (eg. employee is successful in applying to a lower paying position), or any loss of salary/wages, occurring during the deferral period, would result in an amount perhaps less than originally expected being paid to the employee during the leave period.

4. Application and Approval

- i) Employees must complete and sign a special Human Resources form and give it to the Director, Emergency Medical Service Division at least three (3) full months prior to the start date of the salary deferral.
- ii) The Director, Emergency Medical Service Division will then forward the application to the Commissioner, Human

Resources, Chief Administrative Officer and Commissioner, Medical Officer of Health in that order, for their approval.

- iii) The application will be returned to the employee after suitable approvals have been obtained. If not being approved, the employee will be given the reason in writing by the individual at the level responsible for not approving.
- iv) At least twelve (12) months must elapse before an employee can be approved for any subsequent prepaid leave.

5. Commencement of Leave

Prepaid leaves must commence immediately upon the cessation of the salary/wage deferral period.

6. Health/Welfare Benefits

The following benefits may be maintained by the employee during the leave period, with the employee paying 100% of the premiums. Employees must indicate on the application form when applying for the leave, if they wish benefits to be continued, and payment arrangements (see FOOTNOTE) suitable to the Human Resources Department must be made prior to the commencement of the leave, or else all benefits will be immediately cancelled and the employee would have to make application for benefits in the usual manner and subject to our carrier's regulations, immediately upon returning to duties following cessation of the leave period.

- Major Medical
- Dental Plan
- * - Life Insurance & AD&D
- * - Short Term Disability (STD) (however, should an employee become disabled during the leave, the LTD benefit will not

commence to be calculated and in the normal manner, until the employee's scheduled return to work date)

- * - Long Term Disability (LTD)
- OHIP

- * These benefits would be based on the employee's full salary prior to the leave commencing, and not the lesser salary.

FOOTNOTE:

Arrangements for on-going payment of premiums by the employee must be made and maintained as per the arrangements agreed to with the Human Resources Department, or else all benefits being paid for will be immediately lost and reinstatement will be according to our carrier's regulations upon the employee's return to regular duties. Contributions to the Regionally sponsored Group RRSP during the period of deferment are made based on the gross earnings before any deferral amounts are withheld. Employees can make up the difference during the leave period through lump sum payments.

7. Withdrawal From the Plan

7.1 Prior to Leave Commencing

- i) Once salary deferral has commenced, employees can only withdraw from the plan under exceptional circumstances such as severe financial hardship etc.

- ii) To withdraw from the plan, the employee must make a request in writing to their Commissioner, Medical Officer of Health, giving reasons etc., at least four (4) months prior to the scheduled start date of the leave. The Commissioner, Medical Officer of Health will send the request to the Commissioner, Human Resources, with any additional comments attached.

- iii) Regardless of the length of time that salary deferrals have been made, the employee withdrawing from the plan will receive payment of accrued funds plus that year's interest, in a lump sum.
- iv) If an employee is laid off during the salary deferral period, the employee will be required to immediately withdraw from the plan and accrued salary plus that year's interest will be paid in a lump sum to the employee.
- v) Should death occur to the employee during the salary deferral period, all accrued funds plus that year's interest will be paid to the estate of the employee in a lump sum.

7.2 After Leave Has Commenced

- i) Once the prepaid leave period off work has commenced, it cannot be cancelled by the employee, and must run through to its conclusion.
- ii) Should the employee terminate employment, retire etc. during the leave, normal termination/retirement procedures will be followed, and any accrued funds remaining will be given to the employee in a lump sum.
- iii) Should death occur to the employee during the period on leave, any accrued funds remaining will be paid to the estate of the employee in a lump sum.

The Region will ensure compliance with the foregoing.

8. Seniority, Vacation, Anniversary Increases etc. During the Leave

- i) Seniority will not accumulate, but will remain at the level attained at the start of the leave.

- ii) Union dues will be based on the full salary earned prior to the leave commencing, and will not be deducted from payments made to the employee during the period on leave.
- iii) Vacation level earned will remain at the level attained at the start of the leave; i.e. the period on leave will not be included in calculating vacation eligibility.
- iv) Prior to commencing a leave of absence under this Plan the employee must deplete their accrued vacation banks, as indicated in Article 18.04 of this Collective Agreement.
- v) Employees who are not at the top of their salary range, will not be able to use the leave period for calculating upward movement in their range, i.e. the leave period is lost.
- vi) Employees on leave will not be able to obtain any monetary withdrawal from their sick leave credits should they be ill or otherwise incapacitated during the leave period.
- viii) Should an employee require maternity, parental, and/or adoption leave such that these leaves as provided in the collective agreement or HR policy, would go beyond the scheduled date to return from the prepaid leave, it is up to the employee to apply for the period of leave that covers the period left remaining of the leave (i.e. the period between the normal return to duty date from prepaid leave, and the end of the maternity/parental/adoption leave), in which case, the terms and conditions specific to maternity/parental/adoption leaves in this Collective Agreement will apply.
- ix) Should an employee become ill during the period on prepaid leave, such that the employee cannot return to duty on the scheduled return date, it is up to the employee to get appropriate medical certification to their supervisor within three (3) working days of their scheduled return date, or else the "termination if absent from work without a reasonable

excuse clause in the appropriate collective agreement or HR policy, will apply.

9. Return to Duties

- i) Federal regulations require that employees must return to regular employment with the Region after the leave of absence has ended, for a period that is not less than the period of the leave of absence. Therefore, employees who request approval for a minimum of six (6) month to a maximum of twelve (12) month prepaid leave, must agree to return to employment at the end of the prepaid leave for minimum period of twelve (12) consecutive months.
- ii) Upon return to duty following completion of the leave, an employee will go back to the same position they held at the start of the leave. If the position for whatever reason is no longer available, the employee must bump another less senior employee in the union whose job they can immediately commence performing, and in accordance with the seniority regulations currently in the applicable collective agreement or H.R. policy.

No employee who is absent on a prepaid leave shall have their position made redundant or subject to layoff while that employee remains on prepaid voluntary leave.

10. General Conditions

- i) The Region assumes no responsibility or liability for any consequence arising out of the prepaid leave plan, as it relates to the effects on the Canada Pension Plan (CPP), the Ontario Municipal Employees Retirement System (OMERS), Canada Customs and Revenue Agency (Income Tax), Employment Insurance, Workplace Safety and Insurance Board, etc. The responsibility lies solely with the employee.

- ii) CPP contributions and Income Tax are deducted from the employee's pay during the period of deferment, based on the percent of the salary being paid (66 2/3% to 80%). Employment Insurance deductions are based on 100% of the salary before the salary deferral is deducted. During the period of leave, no deductions for Employment Insurance are made.

Payment of Employee Health Tax is based on the lesser salary for the period of leave.

Employees on prepaid leave are not eligible to receive Employment Insurance payments during the leave period, as they are considered by them to still be on salary.

- iii) OMERS contributions during the period of deferment are made based on 100% of the employee's gross earnings before any deferral amounts are withheld. This period of "broken service" could be purchased by the employee sometime after returning to work. However, the employee is required to pay both portions to OMERS (i.e. the employer and the employee amounts).
- iv) W.S.I.B. will not apply during the leave.
- v) Employees on a prepaid leave, will not be considered for employment in any other position that comes under Regional jurisdiction, for the period on such leave.

ARTICLE 26 - DURATION

26.01 This Agreement shall become effective as of the 1st day of April **2020**, and shall remain in force until the 31st day of March, **2024**, and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice in writing to the other party of its desire to terminate, revise or amend this Agreement.

Such notice shall be given within the period of one hundred and twenty (120) calendar days before the expiry date of this Agreement.

However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. During the discussions or negotiations upon any proposed renewal or revision of this Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in force and effect until a satisfactory settlement of such negotiations has been reached.

26.02 Sufficient new contract copies shall be printed to supply each Union member with a copy and to supply the Union with enough copies to carry on activities until ratification of the subsequent contract.

A minimum of ten (10) copies will be prepared for the National Union Representative, one of which will be an originally signed copy.

26.03 The Collective Agreement shall be printed in a form mutually agreed to by the parties and the cost of printing shall be covered by the Region.

Signed at Kitchener, Ontario this
FOR THE REGIONAL
MUNICIPALITY OF
WATERLOO

rd day of 20 .
FOR CUPE LOCAL 5191

Karen Redman
Regional Chair
W. Short
Regional Clerk
Kim Bellissimo
Commissioner, Human Resources
And Citizen Service

Nick Desclouds
Committee Member
David Bryant
Committee Member
Alex Manson
Committee Member
Lesley-Ann Dedman

K. Konopka
Director, Labour Relations &
Emergency Management

Committee Member
J. Cameron
Committee Member

Committee Member
Bev Newman
CUPE Representative

SCHEDULE "A"
WAGES AND PREMIUMS

Effective April 1, 2020				
Position Number	Position	START	1 YEAR	2 YEARS
R00984	Fleet Support Person	25.86	26.66	27.48
R01851	Equipment Repair Tech	26.82	27.65	28.50
R01064	Coord, Fleet Support Serv	30.33	31.27	32.24
R00980	Primary Care Paramedics	37.85	39.02	40.23
R00981	Advanced Care Paramedics	42.42	43.73	45.08

Effective April 1, 2021				
Position Number	Position	START	1 YEAR	2 YEARS
R00984	Fleet Support Person	26.42	27.24	28.08
R01851	Equipment Repair Tech	27.41	28.26	29.13
R01064	Coord, Fleet Support Serv	31.00	31.96	32.95
R00980	Primary Care Paramedics	38.69	39.89	41.12
R00981	Advanced Care Paramedics	43.35	44.69	46.07

Effective April 1, 2022				
Position Number	Position	START	1 YEAR	2 YEARS
R00984	Fleet Support Person	26.92	27.75	28.61
R01851	Equipment Repair Tech	27.93	28.79	29.68
R01064	Coord, Fleet Support Serv	31.59	32.57	33.58
R00980	Primary Care Paramedics	39.42	40.64	41.90
R00981	Advanced Care Paramedics	44.17	45.54	46.95

Effective April 1, 2023				
Position Number	Position	START	1 YEAR	2 YEARS
R00984	Fleet Support Person	27.19	28.03	28.90
R01851	Equipment Repair Tech	28.21	29.08	29.98
		31.91	32.90	33.92
R00980	Primary Care Paramedics	39.82	41.05	42.32
R00981	Advanced Care Paramedics	44.62	46.00	47.42

SHIFT PREMIUM FOR ALL HOURS WORKED BETWEEN 1800 HOURS AND 0730, excluding 0600-0730 start times.

SUNDAY TO THURSDAY – ONE DOLLAR FIFTEEN CENTS (\$1.15) PER HOUR

FRIDAY AND SATURDAY – ONE DOLLAR THIRTY CENTS (\$1.30) PER HOUR

Shift premium will be paid on all overtime hours for these hours.

Note 1: The Co-ordinator, Fleet Support Services wage rate applies to the current incumbent only; following the departure of the incumbent from this position, this position shall be declared redundant and shall be reclassified as a Fleet Support Person.

Note 2: Should a lead hand be required in the fleet area, the position will be paid the Lead Hand wage rate as set out in Article 18.01 for all hours assigned.

NOTE:Recognition of Prior Paramedic Experience

After completion of the probationary period, all current or new paramedics shall receive recognition for a maximum of eight (8) years of prior, documented paramedic experience with other Emergency Medical Services for the purposes of calculating vacation entitlement and wages. Paramedics shall submit a written claim for the recognition of their previous experience. For new paramedics this written claim will be forwarded to Human Resources within sixty (60) days from their date of hire. The Region will then confirm the paramedic's placement on the vacation schedule and salary grid in writing.

Letter #1

Matter ID:

118

Letter of Understanding
-between-
The Regional Municipality of Waterloo
-and-
The Canadian Union of Public Employees Local 5191

Service Instructors

Service Instructor postings will be used to fill assignments for training roles. The postings will be open to all full-time Paramedics/**Logistics Support employees** with a minimum of **three (3)** years of experience as a Paramedic **or Logistics Support employee**. Applicants will be required to submit a presentation as the first part of the screening process. Paramedics and/or Logistics Support who are successful in the first part of the screening process will present the submitted presentation as the second part of the selection process. The number of Paramedics **and/or Logistics Support employees** moving on to the second part of the selection process must reflect at least twice the amount of Service Instructor positions available, unless their submission for part one is deemed insufficient or there are too few applicants. The interview panel will include at least one trainer/educator.

Service Instructors will be required to participate in training in adult education or train-the-trainer training.

Service Instructors will be required to instruct a minimum of forty-two (42) hours of training in each calendar year in order to continue as a Service Instructor in the following calendar year. In order to resume their role as a Service Instructor, Paramedics **and/or Logistics Support employee** would be required to re-apply to new Service Instructor postings after a one-year absence.

After the Service Instructors have been selected, the group will be informed of upcoming training assignments for Service Instructors to indicate their availability. Service Instructors will be assigned to the training assignments

based on minimum qualifications, minimum annual training requirements and then by seniority.

Service Instructors shall receive an additional \$1.50 for each hour while in training for the Service Instructor assignment and while delivering or developing training programs.

Service Instructors may be utilized to deliver training for mentorship or return to work programs as required to meet operational requirements. Members other than Service Instructors may be used for Training and Mentorship on a voluntary basis only and will receive the \$1.50/hour additional pay for Service Instructors.

Paramedics and/or Logistic employees may from time to time be requested to provide mentorship. Mentorship is defined as a formal relationship involving the pairing of an experienced and inexperienced employee where the mentor provides ongoing coaching, feedback, and evaluation of their performance for a pre-established period of time.

Mentorship does not include the reintegration of returning paramedics (e.g., riding-third for paramedics and those returning to work after an extended absence) which will be performed without additional compensation.

Service instructors and/or other employees who volunteer and are assigned a new hire for any ride-along/extension of orientation shifts, will be provided the \$1.50 each hour. For clarity, the volunteers will be notified prior to the shift(s).

Nothing in this letter precludes the ability to have management or a contractor provide training.

Amended in Kitchener , Ontario this 23rd day of July, 2021.

For CUPE Local 5191

Luke McCann
Lesley Dedman
Alex Manson
Kevin Collins
Jake Ritz
Dave Carlesimo
Bev Newman

For the Region

Stephen VanValkenburg
Rob Crossan
Kevin Petendra
Jim Topham
Diana Brookes
Julian Milotic
Mark Mason

Letter #2

Letter of Understanding
-between-

Regional Municipality of Waterloo
-and-
The Canadian Union of Public Employees Local 5191

Job Share

In discussing the development of a Job Share Plan that follows the criteria set out in Letter of Understanding – Re: Job Sharing Program signed the 28th day of May, 2008, the parties have agreed to the implementation of up to four (4) job share arrangements. The following constitutes the terms and conditions of the job share arrangements and the maintenance of a Job Sharing Program:

The Employer agrees that it will post a second job share within 60 days of ratification to gauge interest and success. The parties agree that they will meet six (6) months following the filling of the second job share to review its success through good faith discussions regarding whether it was a smooth transition, no additional management time, no additional costs, following the terms of the letter (especially around vacation coverage). If successful, the employer will look at additional opportunities going forward.

The following constitutes the terms and conditions of the job share arrangements and the maintenance of a Job Sharing Program:

1. All job sharers will be treated as permanent full-time employees and their employment will be governed by the Collective Agreement as applicable, except as provided by specific variations set forth in this Letter of Understanding (see # 9 below).
2. To be eligible for a job share arrangement employees must be full-time and have completed their probation period. Preference will be given to employees with at least one year of service in the full-time unit.

3. The most senior job share partner owns the job share position. The schedules and time worked by each of the employees will be determined by the senior partner's permanent position, therefore the job share partners must be in the same classification.

4. Employees wishing to be partnered in the job share arrangement must apply to the job share posting. Upon conclusion of the posting the senior applicant will be provided a list of the applicants that have applied to the posting. The senior applicant will be required select their job share partner from the list of applicants and provide management within fourteen (14) calendar days of being provided the list with an acknowledgement from each job share partner agreeing to the terms of the job share arrangement. Under exceptional circumstances the applicant may request a submission extension; such request will not be unreasonably denied by management. A copy of the full job share agreement and companion document will be provided to both the job share partners after the acknowledgement is received by management. The approval of a job share arrangement is subject to the approval of the Region and the Union.

Where "84 hours or 2184 hours" is referenced it will also indicate 80 hours or 2080 hours for fleet employees.

5. a. Should either partner wish to revert to full-time status the job share arrangement will be terminated. In the event the senior partner wishes to revert to full-time status, the least senior partner will be placed into part-time status. In the event the least senior partner wishes to revert to full-time, they must post into a vacancy.

b. If the Region identifies the need to end the job share arrangement the Region will provide the job share employees in the position and the Union with three (3) months notice. No job share arrangement will be terminated arbitrarily. The Region agrees to meet with the union to discuss any

proposed terminated job share arrangements and the treatment of the job share employees.

6. In the event that one of the job share partners goes on an approved leave of absence for a period not exceeding fifty-two (52) weeks or seventy-eight (78) weeks in the case of a pregnancy/parental leave, the remaining job sharer shall be provided with the option of reverting to full-time status in the same schedule line for the duration of their job share partner's leave.

If the remaining job share partner does not wish to revert to full-time status and they can identify another full-time employee who wishes to be paired in the job share arrangement, a request may be submitted for a temporary job share arrangement. The full-time employee who temporarily replaces the job sharer on leave of absence will be returned to their previous schedule upon the return of the job sharer.

If there are no other full-time employees who wish be paired with the remaining job share partner, the remaining job share partner must revert to full-time status for the duration of their partner's leave of absence.

7. In the event that one of the job share partners permanently leaves the EMS service, the remaining job sharer shall be provided with the option of reverting to full-time status. If the remaining job share partner does not wish to revert to full-time status they can reapply to any job share posting that is available in accordance with #4 above.

8. There is no requirement for one job sharer to replace the other during illness, lieu time or unexpected absences. Job sharers are required to replace each other during vacation up to the maximum of their own vacation entitlement and any time taken from their specified holiday bank.

For clarity, if the junior job share partner is entitled to 5 days of vacation and the senior job share partner is entitled to 12 days of vacation, the junior job share partner is required to replace the senior job share partner's first 5 days of vacation in the calendar year.

9. The Collective Agreement applies as written to the job sharers with the following exceptions:

Article 2 – Recognition

Job sharers are recognized as part of the 5191 bargaining unit.

Job Sharers - Job sharers are permanent employees who share a full-time position. Their rights are met as set out under this letter of understanding and the existing Collective Agreement.

Article 4 – Deduction of Union Dues

Monthly union dues will be deducted from each job share partner and such dues will be based on individual earnings.

Article 6 – Grievance Procedure

Grievances will be considered as individual grievances, unless the alleged incident applies uniformly to both job sharers.

Article 12 – Seniority

The seniority accrued by job sharers will continue to be maintained on the full-time seniority list.

Job share partners will accrue seniority prorated at fifty percent (50%) of two thousand one hundred eighty four (2184) hours.

Posting of Vacancies, Criteria for Selection

Job sharers have the opportunity to apply for postings as permanent full time employees set out in the Collective Agreement. While it is understood that job sharers are considered permanent full time employees, the junior employee must apply for postings to alter their status from job share to full time.

ACP Step Down Procedure

ACP job sharers are not eligible to step down to a PCP line/position while in the job share arrangement.

Article 14 – Leave of Absence

Pregnancy, Parental or Adoption Leave

Job Sharers shall accumulate prorated seniority while on leave based on 50% of two thousand one hundred eighty four (2184) hours.

Eligibility will be determined in accordance with the Collective Agreement and Regional Policy.

Article 15 – Vacation

Each job share partner will receive fifty percent (50%) of the annual vacation with pay for full-time employees based upon their length of service.

For clarity, if a full-time employee with seven (7) complete and continuous years of service is entitled to 168 hours or 14 days of vacation with pay, a job share partner with the same years of continuous years of service is entitled to 84 hours or 7 days of vacation with pay.

Vacation Carry Over

Job share employees shall be granted the privilege of carrying up to 2 days for paramedics and 3 days for Logistics and Support services staff to the next vacation period.

Article 16 – Specified Holidays

Specified holidays will be banked in accordance with article 16.02 of the collective agreement.

Utilization of Specified Holidays

Job sharers scheduled to work on one of the nine (9) specified holidays shall be paid at the rate of double time (2X) for all hours worked on the holiday. The Region agrees to provide a yearly specified holiday bank for job share employees. The bank will be a yearly (January 1st to December 31st) maximum of seventy eight (78) hours inclusive of the floater holiday. It will be paid out at the current year rate at the end of the year if it remains unused.

Procedure for Filling Shifts on Specified Holidays

Each job share partner will be treated as a full-time employee for the purpose of filling shifts on specified holidays. Job sharers will be asked to work according to rotational call-in practices.

Article 17 - Hours of Work and Overtime

The pair of job sharers combined will be scheduled to work eighty-four (84) hours in a 2 week period or a rotating 2 week schedule of seventy-two/ninety-six (72/96) hours depending on the senior job share partner's schedule.

Shift Changes – As per 17.04

Full-time Current Rotational Call-in Practices

Job sharers will not be eligible for overtime call in until all full time and part time overtime lists have been exhausted. Overtime earned as a result of a call-in must be paid out.

Overtime – Definition: Lieu Time for Overtime

Overtime at the rate of time and one-half (1 ½) the employee's basic hourly rate will be paid for work performed in excess of twelve (12) hours, or when a job sharer works in excess of eighty four (84) hours in a pay period.

Article 19 – Health and Welfare Benefits Employee Benefit Program

A Job Share employee will have one of two options:

1. Payment in lieu of benefits.
2. Participate in the following employee benefit programs:

Extended Health Care

Dental Plan

Group Term Life and AD&D Insurance

Short Term Disability

Long Term Disability

Ontario Municipal Employees Retirement System

Job sharers must be paid for a minimum of 7 shifts in a 1 month period in order to participate in the benefits program. They must pay fifty percent (50%) of the monthly premiums.

The employee will pay fifty percent (50%) of the cost of the assessed average monthly billing for Extended Health Care and Dental Plan.

The insured amount for Group Term Life and AD&D, Short Term Disability and Long Term Disability shall be calculated on fifty percent

(50%) of each Job Sharers annualized base earnings and the premium cost shall be paid by the Region.

Sick Leave Credits

Job sharers will receive fifty percent 50% of the yearly sick leave bank provided to full-time employees.

Amended at Kitchener , Ontario this 23rd day of July, 2021.

For CUPE Local 5191

Luke McCann
Lesley Dedman
Alex Manson
Kevin Collins
Jake Ritz
Dave Carlesimo
Bev Newman

For the Region

Stephen VanValkenburg
Rob Crossan
Kevin Petendra
Jim Topham
Diana Brookes
Julian Milotic
Mark Mason

Letter #3

Letter of Understanding
-between-
Regional Municipality of Waterloo
-and-

The Canadian Union of Public Employees Local 5191

Preceptorship

This letter of understanding will exist in conjunction with article 24.05 Preceptorship.

Access to preceptorship training will be provided through a posting. Selection will be based on skills and abilities to fulfill the role of preceptor.

Where skills and abilities are equivalent seniority will be used in selecting the preceptor.

Preceptors will be required to participate in and complete training in adult education or train-the-trainer training prior to the assignment of a student. An eight (8) hour training period will be provided. Participants will be paid for the training at their normal hourly rate.

Once trained, preceptors will be required to serve as a preceptor for a minimum of two years, and will be assigned students as required.

The Union reserves the right to seek compensation from the colleges for PCP preceptors as is the current practice between the colleges and ACP preceptors.

This letter of understanding expires at the end of the collective agreement unless both parties agree to its renewal.

Renewed at Kitchener, Ontario this 23rd day of July, 2021.

For CUPE Local 5191

Luke McCann
Lesley Dedman
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Bev Newman

For the Region

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Letter #4

Letter of Understanding
-between-
Regional Municipality of Waterloo
-and-
The Canadian Union of Public Employees Local 5191

Scheduling – Use of the Auto Dialer and Auto Assignment of Shifts

The auto dialer will be utilized to automate the shift assignment process. Once the call **or text, and email** has been placed, staff will have an opportunity to reply within the prescribed timelines. The responses will be pooled until the **associated** time expires **outlined below**. The opportunity will then be awarded based on the call in provisions, ie least amount of hours

first or next on the rotational list, whichever is applicable (**part-time** vs **full-time** provisions).

The employee must be able to report to work within a reasonable period of time i.e. one (1) hour from time of acceptance, where applicable.

1. Instant need, shifts **which have commenced or are commencing in less than one (1) hour:**

Auto dialer window set for ten (10) minutes. If a response is not received within the allotted time and it is deemed necessary the next designated group will be called once the previous group has been exhausted.

1. All available part time. (**refusals not applicable**)
2. Full time on the overtime list
3. Part time in an overtime situation

2. Immediate need, shifts commencing **in more than one (1) hour or less than four (4) hours' notice :**

Auto dialer window set for **thirty (30)** minutes. If a response is not received within the allotted time and it is deemed necessary the next designated group will be called once the previous group has been exhausted.

1. All available part time. (**refusals applicable**)
2. Full time on the overtime list
3. Part time in an overtime situation

Note, those marked available on the schedule in the first call out must respond within the designated time frame. If no response is received or the shift is declined, it will be deemed a refusal as per the language **in Letter of Understanding #7**.

3. Urgent need, shift commencing **in** four (4) hours or greater but less than twelve (12) hours.

Auto dialer window set for one (1) hour. If a response is not received within the allotted time and it is deemed necessary, the next designated group will be called once the previous group has been exhausted.

- i) All available part time. (refusals applicable)
- ii) 2. Full time on the overtime list
- iii) 3. Part time in an overtime situation

Note, those marked available on the schedule in the first call out must respond within the designated time frame. If no response is received or the shift is declined, it will be deemed a refusal as per the language **in Letter of Understanding #7**.

4. Moderate urgency, shift commencing **in** twelve (12) hours or greater, but less than twenty four (24) hours.

Auto dialer window set for six (6) hours. If a response is not received within the allotted time frame and it is deemed necessary, the next designated group will be called once the previous group has been exhausted.

1. All available part time. (refusals applicable)
2. Full time on the overtime list

3. Part time in an overtime situation

Note, those marked available on the schedule in the first call out must respond within the designated time frame. If no response is received or the shift is declined, it will be deemed a refusal as per the language in **Letter of Understanding #7**.

5. Non-urgent need, shift commencing in twenty four (24) hours or greater.

The shift will be auto assigned to the appropriate part time employee based on their availability **using the appropriate rotational call in lists outlined in Letter of Understanding #7**.

The scheduler or designate after assigning the shift will follow up via regional email and personal option (email or text) advising of the shift details. The shift then becomes the responsibility of the part time employee who shall work the shift, or participate in a person to person shift change in accordance with article 17.09.

PLEASE NOTE

In the event there are no part time employees available or **who** respond, a first come first serve message will be sent to all part time staff who would not incur overtime prior to moving to offer the shift at a premium rate. The same time windows will be followed as above coinciding with the shift commencement.

The scheduler or designate will utilize the appropriate option (1-5) based on the time the actual process is being initiated in relation to the shift commencement time.

Amended in Kitchener, Ontario this 23rd day of July, 2021.

For CUPE Local 5191

Luke McCann
Lesley Dedman
Alex Manson
Kevin Collins
Jake Ritz
Dave Carlesimo
Bev Newman

For the Region

Stephen VanValkenburg
Rob Crossan
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Letter #5

Letter of Understanding
-between-
Regional Municipality of Waterloo
-and-
The Canadian Union of Public Employees, Local 5191

“Mini Line Bid Process”

The parties agree to undertake a “Mini-Line Bid Process” two (2) times per year (except in years where a “Master Schedule Line Rebid Process occurs in which case there shall be one “Mini-Line Bid Process”). The purpose of the “Mini-Line Bid” is to permanently fill rotation lines that have been created by enhancements and/or schedule re-alignment or vacated by retirement, resignation, termination, promotion or reassignment.

For clarification, job vacancies will be filled as outlined in article 12.11 and the open lines will be filled on a temporary basis by the new full time staff, until the next “Mini-Line Bid”. The parties agree that the process for filling these rotation lines will be as follows:

- 1. New or vacant PCP, ACP or Logistics and Support rotation lines will be posted in the second (2nd) week of May for schedule rotations commencing the first pay period after November 1st and the second (2nd) week of November for schedule rotations commencing the first pay after May 1st of the following year.**
- 2. A member of the executive or their designate will be offered the ability to participate in the process.**
- 3. ACP lines will only be available to ACPs, and PCP only for PCPs until the last ACP has placed their line bid. At that time any**

remaining ACP lines will be converted to PCP lines and the remaining PCPs can choose from all available lines.

4. The Mini-Line Bid will be preceded by a line bid posting placed on the Region of Waterloo portal and on the job posting bulletin boards at both reporting stations (00 & 14). The posting will detail the lines available with a two (2) week snapshot of the lines and the reporting centre that the lines will work report to. The posting will remain up for five (5) working days. Employees who wish to be included in the Mini-Line bid process must apply prior to the closing date and time of the posting. Any employee who does not apply to the posting prior to the closing date and time will not be considered. The line bid postings will be completed by May 31st and November 30th respectively.

5. Once all employees interested in the Mini-Line bid have applied, a call list will be created by order of seniority. This list will be made available to those who applied, giving them a window of time that they can expect the line bid call to be made to them.

6. Calls will only be placed from 1300-2100 hrs. and only to the phone number provided on the application, with a maximum of 30 employees being called per day. Once all FT employees who applied have made their selection, FT employees who were temporarily in the lines that were posted will make their selection, again on the basis of highest seniority to lowest.

7. Applicants will have access to real time updates on the progress of the job posting process, via live webcast, to ensure they make themselves available to receive and respond to the rotation offers.

8. Each applicant will be given a maximum of thirty (30) minutes from the time of the call and message left on phone, if possible, to give their decision. If there is no response after 30 minutes the group

will proceed to the next applicant and the applicant will remain in their current rotation.

9. If the employee is performing job duties for the Region of Waterloo Paramedic Services during their designated time to be called, the scheduler will leave a voice mail notifying the employee it is their turn to choose a line. The process will halt and the employee will be granted an additional 20 minutes after completing active duties (i.e., arrival at the hospital or immediately after clearing the scene of a call/NPC). At this point the scheduler will call back and the 30 minute window will begin. If the employee does not return the call to the scheduler or cannot be reached within their thirty (30) minute time frame, the employee will remain in their original line and the process will move on to the next applicant.

10. As outlined in 17.01 c) (Master Line Rebid) the specified deferrals, spousal deferrals, ACP deferrals, proxy line bids and line bracketing (if spots are available) can all be utilized in the mini-line bid process.

The parties agree that this letter will be reviewed at the request of either party following the May and November Mini-Line Bid processes.

Signed in Kitchener, Ontario this 23rd day of July, 2021.

For CUPE Local 5191

Luke McCann
Lesley Dedman
Alex Manson
Kevin Collins
Jake Ritz
Dave Carlesimo
Bev Newman

For the Region

Stephen VanValkenburg
Rob Crossan
Kevin Petendra
Jim Topham
Diana Brookes
Julian Milotic
Mark Mason

Letter #6

Letter of Understanding
-between-

Matter ID:
139

Regional Municipality of Waterloo
-and-
The Canadian Union of Public Employees, Local 5191

Work of the Bargaining Unit Article 2.03 iii)

To comply with Article 2.03 iii) the parties agree to the following:

It is not the intent to have supervisors or management staff respond to calls for service as a first responder outside of exceptional emergency situations. The parties acknowledge that as an emergency service there are times when a supervisor or management staff will be required/dispatched to respond as a first responder in exceptional emergency situations or when one or less ambulances are available across the Region.

In the event that a supervisor is dispatched to respond to a call as a first responder, the supervisor will request dispatch to send a crew or transporting unit to the call. The fact that a supervisor was dispatched should not prevent a crew from also being dispatched.

The above agreement does not preclude a supervisor from responding to a call for service in addition to a crew.

Renewed in Kitchener , Ontario this 20th day of July, 2021

For CUPE Local 5191

Luke McCann
Lesley Dedman
Alex Manson
Kevin Collins
Jake Ritz
Dave Carlesimo
Bev Newman

For the Region

Stephen VanValkenburg
Rob Crossan
Kevin Petendra
Jim Topham
Diana Brookes
Julian Milotic
Mark Mason

Letter #7

Letter of Understanding
-between-
Regional Municipality of Waterloo

-and-

The Canadian Union of Public Employees, Local 5191

RE: Part-time Scheduling Pilot 2.0

The parties agree to trial a four (4) month schedule for part-time employees that coincides with a four (4) month scheduling deadline for full-time vacation submissions. The following shall replace **Article 16.03c)ii)**, and 17.08 of the Collective Agreement and govern the terms of vacation/time off requests and part-time scheduling pilot.

For clarity, there are two (2) designations of part time employees within the bargaining unit:

- 1) Regular Part Time**
- 2) Casual Part Time**

For further clarity, there are three (3) separate rotational call-in lists which govern the distribution of shifts to part time employees:

- 1) Full Shifts**
- 2) Partial Shifts**
- 3) Specified Holiday Shift**

Part-Time Scheduling And Availability

17.08 Part-time Employees - Role

- a) The parties agree that the primary purpose of part time paramedic employees is to provide the Region with flexibility to enable the Region to meet its operational requirements and obligations to full-time employees during peak periods and extended hours, and when full-time employees are not available for their

regular schedule due to vacation, specified holidays, leaves of absence, illness or injury.

Part-time - Availability

(b) Part-time Designated Holiday Scheduling

Part-time employees shall signify themselves as available to work on at least 50% of the designated holidays available to full-time employees in each contract year. Notice of such availability shall be provided in accordance with the four (4) month schedule. **Part-time employees with less than one (1) calendar year of service from date of hire, will offer to be available to work both Christmas Eve and Christmas Day unless excused by the Employer. Part Time employees with greater than one (1) calendar year of service from date of hire, must submit a minimum of either Christmas Eve and Christmas Day OR New Year's Eve and New Year's Day availability in alternating years. Scheduling for designated holidays will be completed by a seniority rotational call-in list. The most current seniority list will be used for the initial designated holiday offered to part-time employees as outlined in 16.04.**

(c) Part-time Shift Scheduling

All Part-Time employees shall enable the creation of a schedule four (4) months in advance by submitting their **minimum availability** no later than the last day of the month that is four (4) months in advance of the month being scheduled. **The part time employee will choose either Regular or Casual for the month being scheduled, four (4) months in advance. This designation cannot be altered.** For ease of understanding, the parties agree that minimum availability will have the same meaning and practice as mandatory availability.

See Table 1 for submission deadlines:

Table 1:

<u>Submission Deadline</u>	<u>Month Being Scheduled</u>
December 31st	May
January 31st	June
February 28th	July
March 31st	August
April 30th	September
May 31st	October
June 30th	November
July 31st	December
August 31st	January
September 30th	February
October 31st	March
November 30th	April

After the initial four (4) month minimum availability submission as presented in Table 1, all part-time employees minimum availability requirements will be submitted and locked into the scheduler’s system for the pre-scheduling window of seven (7) days. For clarity, submitting minimum availability will govern the same process as if they were submitting mandatory availability. For further clarity, when a part-time employee submits their initial four (4) month minimum availability, they will select their availability by choosing the red ‘M’ for minimum availability, and green ‘O’ for optional date availability. After the pre-scheduling window period, the minimum availability requirements will

unlock up until two (2) months prior to the month being scheduled. After the pre-scheduling window and before the table 2 mandatory deadline, paramedics would be able to move their ‘M’ dates provided that at all times they continue to meet the minimum availability of shifts that they can legally work if assigned. Paramedics may elect to add or subtract optional dates after the mandatory deadline in table 2, up until 24-hours prior to the date being scheduled.

Table 2:

<u>Mandatory Deadline</u>	<u>Month Being Scheduled</u>
February 28th	May
March 31st	June
April 30th	July
May 31st	August
June 30th	September
July 31st	October
August 31st	November
September 30th	December
October 31st	January
November 30th	February
December 31st	March
January 31st	April

(d) i) Regular Part-time Paramedic Availability

Each part-time paramedic employee shall advise the Scheduler, or designate, **of their availability for no less than eleven (11) day shifts, afternoon, and night shifts, per month. These are considered the minimum availability requirements (marked as ‘M’ in the scheduling system). Part-time paramedics may submit additional availability (marked as ‘O’ in the scheduling system) if they prefer.**

As mentioned above, of the eleven (11) day, afternoon, night dates provided as available per month, part-time paramedics must commit to being available at least four (4) weekend dates per month. Weekend dates include Friday, Saturday, and Sunday. Weekend availability requirements will be at least three (3) being Saturday and/or Sunday (day, afternoon, and night). One (1) of those dates may be on a Friday (day, afternoon, night). Part-time paramedics may submit additional availability if they prefer.

Once the part-time paramedic has provided the Scheduler, or designate, with their availability, part-time paramedics shall be scheduled subject to 17.08 (c) (one shift at a time) in accordance with the available employee at the top of the **individual rotational list for the type of shift (partial/full/specified holiday), being scheduled.** After that employee has been given a scheduled shift, they will move to the bottom of the **individual rotational call-in list for said shift type (partial/full/specified holiday).** The next employee scheduled will be the part-time paramedic now at the top of the **rotational call-in list for the given shift type, and so on and so on, on a rotational basis until all staff have been awarded one (1) shift. Once all staff have been awarded a shift, future shifts in that month will be awarded based on the lowest amount of hours during the pay period.** The rotational call-in lists will continue for the next/succeeding months, where left off in the previous month. This Article does not apply to a part-time paramedic who is already filling a full-time vacancy.

Example: minimum availability will appear as Table 3 or 4.

Table 3					Table 4			
Month	Days	Afterno ons	Nights		Month	Days	Afterno ons	Nights
Mon thru Thurs	7	7	7		Mon thru Thurs	7	7	7
Friday	1	1	1		Friday	1	1	1
Saturda y	2	2	2		Saturd ay	1	1	1
Sunday	1	1	1		Sunday	2	2	2

Should a part-time paramedic not be available when called to work (via auto-dialer) on a date they indicated they were available on, they will be assigned one (1) shift refusal.

ii) A Part-time employee who refuses or is unable to be reached for seven (7) shifts in a two (2) consecutive month period for which they committed availability, as per the above, upon review by the Region may be issued a one (1) day unpaid suspension (or greater if a disciplinary record already exists). For a second offense (7 shifts refused in a two (2) consecutive month period) within 18 months, the result may be termination.

e) Casual Part-Time Paramedic

i) Casual Part-Time Paramedics minimum preferred availability requirements will be five (5) dates of availability (day afternoon, and nights). Three (3) of which will be twenty four (24) hour weekend dates of which only one (1) can be a Friday. Weekend dates are defined as Friday, Saturday, Sunday per month.

Casual Part-Time Paramedic availability will appear as table 5:

Table 5			
Month	Days	Afternoons	Nights
Mon thru Thurs	2	2	2
Friday	1	1	1
Saturday	1	1	1
Sunday	1	1	1

ii) Casual Part-Time Hours

The employees in this class Employees in this class will NOT be eligible to be scheduled/work more than sixty (60) hours in a pay period. These employees will not be eligible for overtime shifts, excluding shift overrun.

iii) Casual part-time Paramedics in this class will be scheduled partial shifts (<12 hour shifts) before Regular Part Time employees are scheduled partial shifts to a maximum of two (2) partial shifts per month. Casual part-time paramedics may exceed the 2 partial shift limit only if accepting an auto-dialer for a partial shift and refusals are not applicable to this scenario. For clarification, partial shift only refers to pre-booked partial time off requests.

f) Part-Time Paramedic Rotational Call-in Practices

Once the four (4) month schedule has been posted as per 17.09a), all additional hours of work opportunities will be scheduled for part-time paramedics on a rotational basis. **A total of three (3) separate rotational call-in lists shall be established, commencing on the 1st day of each month. The separate part-time paramedic rotational call-in lists will be as followed:**

- i) Full 12 hour shifts**
- ii) Partial shifts (<12 hours)**
- iii) Specified holiday shifts**

g) Distribution of Hours of Work Opportunities

i) Part-time paramedics will be automatically scheduled for full shifts (12 hours) beginning greater than 24 hours from the date of the shift being available, based on availability. Staff will be notified of the shift by text/call and email by the Scheduler, or designate. Shifts commencing less than twenty-four (24) hours will be filled using the auto-dialer system. The part-time paramedics will be contacted by the following basis: least hours for pay period, then seniority in the event of same hours in the pay period, pending availability - regardless of casual vs regular part time status designation. The scheduling process will commence on the first day of the month with the employee first on the part time rotational seniority list. Once all staff have been awarded a shift, future shifts in that month will be awarded based on the lowest amount of hours during the pay period. If and when a part-time paramedic is scheduled for a full shift (12 hours), they will be moved to the bottom of the rotational call-in list for full shifts. This process will continue forth to the next available part-time paramedic as defined above.

ii) Part-time paramedics will be automatically scheduled for partial shifts (<12hours) beginning greater than 24 hours from the date of shift being available, based on availability. Staff will be notified of the shift by text/call and email by the Scheduler, or designate. Shifts commencing in less than 24 hours will be filled using the auto-dialer system. For clarity, a shift that has commenced will not be treated as a partial-shift but rather will be filled in accordance with the process for full shifts in (i) above. The part-time paramedics will be contacted by the following basis: least hours for pay period, then seniority in the event of the same hours in the pay period, pending availability. The scheduling process will commence on the first day of the month with the employee first in the part time partial shift rotational call-in list. Once all staff have been awarded a shift, future shifts in that month will be awarded based on the lowest amount of hours during the pay period. If and when a part-time paramedic is scheduled a partial shift (<12 hours), they will be moved to the bottom of the partial-shift (<12 hours) rotational call-in list. This process will continue to the next available part-time paramedic as defined above.

iii) Part-time paramedics will be assigned Specified Holiday Shift(s) in the following manner: Availability, then position on the Specified Holiday Shift list. When an available part-time paramedic is scheduled a Specified Holiday Shift as outlined in 16.04, they will be moved to the bottom of the rotational call-in list for Specified Holiday Shift assignments. This process will continue forth to the next available part-time paramedic as defined above. This rotational call-in list will be used during the four (4) month scheduling period. This will be considered a third, separate rotational call-in list used entirely for Specified Holiday Shift assignments. Part-time paramedics will be scheduled for Specified Holiday Shift assignment during the schedule lock-down period, or by auto-assignment if greater than 24 hours start from time of scheduling or by auto-dialer call by the Scheduler or designate if

less than 24 hours of onset. Notification of any shifts awarded after the scheduling period will be given by phone call/text and email. The January seniority list will govern the Specified Holiday rotational list for the scheduling period(s) of the applicable calendar year. This list will reset each year on the updated January seniority list.

h) Part-time Logistics and Support Staff Scheduling

Part-time Logistics and Support Staff will be scheduled on two (2) separate rotational call-in lists:

- 1) Non-Specified Holiday Shifts**
- 2) Specified Holiday Shifts**

- i) Each part-time logistics and support employee shall advise **the Scheduler, or designate, Of their availability for no less than eight (8) day, afternoon, and night shifts as applicable, per month. These are considered the minimum availability requirements. Part-time logistics and support employees may submit additional availability if they prefer.**

As mentioned above, of the eight (8) day, afternoon, night shifts as applicable provided as available per month, Part-time logistics and support employees must commit to being available for at least four (4) weekend dates (day, afternoon, night shifts as applicable) per month. Weekend requirements for shifts of which three (3) must be Saturday and/or Sunday and only one of those may be Friday.

After the initial four (4) month minimum availability submission as presented in Table 1, all part-time employees minimum availability requirements will be submitted and locked into the scheduler's system for the pre-scheduling window of seven (7) days. For clarity, submitting minimum availability will govern

the same process as if they were submitting mandatory availability. For further clarity, when a part-time employee submits their initial four (4) month minimum availability, they will select their availability by choosing the red ‘M’ for minimum availability, and green ‘O’ for optional date availability. After the pre-scheduling window period, the minimum availability requirements will unlock up until two (2) months prior to the month being scheduled. After the pre-scheduling window and before the table 2 mandatory deadline, part-time logistics and support employees would be able to move their ‘M’ dates provided that at all times they continue to meet the minimum availability of shifts that they can legally work if assigned. Logistics and Support employees may elect to add or subtract optional dates after the mandatory deadline in table 2, up until 24-hours prior to the date being scheduled.

Once the part-time employee has provided the Scheduler, or designate, with their availability, part-time employees shall be scheduled subject to **17.08c) (one shift at a time)** in accordance with the most senior available employee. **Once all staff have been awarded a shift, future shifts in that month will be awarded based on the lowest amount of hours during the pay period.** For the next and succeeding month(s), the next part-time employee who is next on the rotational list (where left off of previous month). This Article does not apply to a part-time employee who is already filling a full-time vacancy.

ii) Should a part-time logistics and support employee not be available when called to work on a date they indicated they were available to work, **they will be assigned a shift refusal. All part-time logistics and support employees, will be subject to equal discipline for refusals as part-time employees within the bargaining unit.**

iii) Part-time Logistics and Support Current Rotational Call-in Practices

Once the four (4) month schedule has been posted as per 17.09a), all additional hours of work opportunities will be scheduled for part-time employees on a rotational basis.

Available shall be defined as an employee who **has indicated they are available to work on a given schedule period (day, afternoon, night) for that date.** When an employee works a shift, or a portion of a shift their name shall be moved to the bottom of the available scheduler list (determined by hours and rank of seniority). When the next additional hours opportunity arises it will be offered to the next available employee(s) now at the top of the scheduler list, and so on, on a rotational basis by hours/rank of seniority. At the end of the month based on the electronic scheduler last pay period the electronic scheduler list will commence again with the most senior employee.

iv) Part-time logistics and support employees will be assigned Specified Holiday Shift(s) in the following manner: Availability, then position on the Specified Holiday Shift list. When an available part-time logistics employee is scheduled a Specified Holiday Shift as outlined in 16.04, they will be moved to the bottom of the rotational call-in list for Specified Holiday Shift assignments. This process will continue forth to the next available part-time logistics employee as defined above. This rotational call-in list will be used during the four (4) month scheduling period. This will be considered a second, separate rotational call-in list used entirely for Specified Holiday Shift assignments. Part-time paramedics will be scheduled for Specified Holiday Shift assignment during the schedule lock-down period, or by auto-assignment if greater than 24 hours start from time of scheduling or by auto-dialer call by the Scheduler or designate if less than 24 hours of onset. Notification of any shifts awarded after the scheduling period will be given by phone call/text and email.

The parties agree to meet ten (10) months following ratification of this agreement to review and discuss and address any potential issue(s) that arise under this Letter of Understanding.

Signed in Kitchener, Ontario this 23rd day of July, 2021.

For CUPE Local 5191

Luke McCann
Lesley Dedman
Alex Manson
Kevin Collins
Jake Ritz
Dave Carlesimo
Bev Newman

For the Region

Stephen VanValkenburg
Rob Crossan
Kevin Petendra
Jim Topham
Diana Brookes
Julian Milotic
Mark Mason

Letter # 8

Letter of Understanding
-between-
Regional Municipality of Waterloo
-and-
The Canadian Union of Public Employees, Local 5191

Pilot Project – Alternative Hours of Work

Paramedic Services, in consultation with the Union agree, in the event there are a sufficient number of individuals in the membership who indicate an interest in working 8 hour shifts, the parties will endeavour to negotiate a set of principles and guidelines to initiate a pilot project.

Renewed in Kitchener, Ontario this 20th day of July, 2021.

For CUPE Local 5191

Luke McCann
Lesley Dedman
Alex Manson
Kevin Collins
Jake Ritz
Dave Carlesimo
Bev Newman

For the Region

Stephen VanValkenburg
Rob Crossan
Kevin Petendra
Jim Topham
Diana Brookes
Julian Milotic
Mark Mason

Letter # 9

Letter of Understanding
-between-
Regional Municipality of Waterloo
-and-
The Canadian Union of Public Employees, Local 5191

Excess Hours of Work and Hours Free From Work Agreement Logistics and Support

In accordance with section 17 of the *Employment Standards Act 2000* the parties agree as follows:

- 1. Weekly Hours-** The Parties agree that logistics and support bargaining unit employees may work up to forty-eight (48) hours in a work week, subject to full compliance with the *Employment Standards Act 2000*, and the applicable articles of the Collective Agreement, including the fact that overtime is voluntary, as per Article 17.07
- 2. Hours Free From Work-** The Parties acknowledge and agree that for the purposes of the “Hours Free From Work” provisions of section 18 of the *Employment Standards Act 2000*, the employer will provide a logistics and support employee with a period of at least nine (9) consecutive hours free from performing work in each day (a ‘day’ is defined as a twenty-four hour period starting from when the employee starts to work continuously during that period).
- 3. Extending of Start Time-** A Logistics and Support employee working any shift shall not have any loss of pay for the amount of time that enables them to be free from work nine (9) consecutive hours. This time

is recognized as the consecutive hours free from work between the end of a shift and the start of their next scheduled shift.

4. **Split Shifts-** The employer agrees to NOT schedule ‘split shifts’ of any kind, and to develop a fair and equitable schedule for all. Employees can elect to work a split shift on a voluntary basis, however these split shifts must be offered to all employees in accordance with the applicable articles of the collective agreement. No refusals shall be assessed to any employee for not accepting a split shift.

5. The Parties agree that this Agreement will be effective upon execution, but its implementation will be subject to the approval of the Director, Employment Standards or as otherwise provided in the *Employment Standards Act 2000*.

6. This agreement will come to an end upon expiry of the collective agreement.

7. Disputes regarding the interpretation, application or alleged violation of this agreement shall be subject to the procedures set out in Articles 6 and 9 of the Collective Agreement.

8. This agreement is made on a without prejudice or precedent basis with respect to any future discussions regarding the subject matter of the letter.

9. Either party may revoke this agreement upon the provision of thirty (30) calendar days written notice, or such other timeframe as agreed by the parties in writing.

Signed in Kitchener, Ontario this 23rd day of July, 2021.

For CUPE Local 5191

Luke McCann
Lesley Dedman
Alex Manson
Kevin Collins
Jake Ritz
Dave Carlesimo
Bev Newman

For the Region

Stephen VanValkenburg
Rob Crossan
Kevin Petendra
Jim Topham
Diana Brookes
Julian Milotic
Mark Mason

Letter # 10

Letter of Understanding
-between-

Regional Municipality of Waterloo
-and-
The Canadian Union of Public Employees, Local 5191

Excess Hours of Work and Hours Free From Work Agreements

WHEREAS the *Employment Standards Act, 2000* (the ‘*Act*’) requires that the parties have a written agreement regarding hours worked in excess of forty-eight (48) hours per week,

AND WHEREAS Ontario Regulation 491/06 of the *Act* requires agreement with the bargaining agent for a period of “at least eight consecutive hours free from performing work in each day,”

NOW THEREFORE:

- 1. The Parties agree that bargaining unit employees may work in excess of forty-eight (48) and up to sixty-five (65) hours in a work week, subject to full compliance with the applicable articles of the Collective Agreement, including the fact that overtime is voluntary, as per Article 17.07 and recognizing the Letter of Understanding RE: Late Calls.**
- 2. The Parties acknowledge and agree that for the purposes of the “Hours Free From Work” provisions of section 18 of the *Employment Standards Act, 2000*, as modified by Ontario Regulation 491/06, that the Region shall give an employee a period of at least nine (9) consecutive hours free from performing work in each day. Without prejudice to the position of either party regarding whether Article 17.01(a) constitutes an agreement regarding hours free from work, this section of the Memorandum (solely in relation to “Hours Free from Work”) shall apply.**

- 3. Extending of Start Time- A paramedic working a 12-hour shift shall not have any loss of pay for the amount of time that enables them to be free from work nine (9) consecutive hours.**
- 4. The Parties agree that this Agreement will be effective upon execution, but its implementation will be subject to the approval of the Director, Employment Standards or as otherwise provided in the *Employment Standards Act, 2000*.**
- 5. This agreement will come to an end upon expiry of the collective agreement.**
- 6. Disputes regarding the interpretation, application or alleged violation of this agreement shall be subject to the procedures set out in Articles 6 and 9 of the Collective Agreement.**
- 7. This agreement is made on a without prejudice or precedent basis with respect to any future discussions regarding the subject matter of this Letter.**
- 8. Either party may revoke this agreement upon the provision of thirty (30) calendar days written notice, or such other timeframe as agreed by the parties in writing.**

Signed in Kitchener, Ontario this 23rd day of July, 2021.

For CUPE Local 5191

Luke McCann
Lesley Dedman
Alex Manson
Kevin Collins
Jake Ritz
Dave Carlesimo

For the Region

Stephen VanValkenburg
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