

Collective Agreement

between

Ontario Public Service Employees Union
Local 147

and

Central Ambulance Communication Centre
Wallaceburg
(Sydenham District Hospital)
Ambulance/ Dispatchers

Begins:
05/25/1994

Terminates:
12/31/1995

10139 (01)

ARTICLE 1 - GENERAL PURPOSE

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

- (a) To maintain and improve harmonious relations between the Centre and the Union;*
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, salaries and benefits;*
- (c) To encourage **efficiency** in operation and co-operation in meeting all **legislative** requirements including **The Ambulance Act** and Regulations and amendments pursuant thereto;*
- (d) To promote the morale, wellbeing and security of all employees in the bargaining unit of the Union;*
- (e) To promote efficiency and service;*
- (f) To provide for the orderly, prompt and equitable disposition of grievances.*

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

*NOW, **THEREFORE**, the parties agree as follows:*

ARTICLE 2 - RELATIONSHIP

2.01 *The parties hereto mutually agree that any employee of the Centre covered by this Collective Agreement may become a member of the Union if he or she wishes to do so and may refrain from becoming a member if he or she so desires.*

- 2.02** *The Centre and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by any of them or by any of their representatives or members and includes the obligation of the parties under the Ontario Human Rights Code and Regulations and amendments pursuant thereto.*
- 2.03** *It is agreed that the Union and the employees will not hold meetings at any time on the premises of the Company without the permission of Management, unless otherwise stated in this agreement. The Company will provide one (1) bulletin board for Union business notices.*
- 2.04** *The parties agree that all work falling within the jurisdiction and normally performed by the bargaining unit employees shall be performed by the members of the Union. However, it is expressly agreed that Centre management personnel may undertake the performance of bargaining unit work provided no regular full-time or part-time employee is available for a shift to which they otherwise would be entitled under the collective agreement.*
- 2.05** *The Centre agrees that any new employees in the bargaining unit shall be given a copy of the Collective Agreement and the unit steward or the appropriate steward who is on duty shall be given fifteen minutes in which to familiarize the new employee with the local union structure. Such time for familiarization shall be subject to the operational needs of the Centre.*
- 2.06** *All correspondence between the parties, arising out of this Agreement shall pass to, and from either, the Manager or designate on behalf of the Centre, and the Staff Representative, on behalf of the Union.*

ARTICLE 3 - RECOGNITION

- 3.01** *The Centre recognizes the Union as the sole collective bargaining agent for all employees of Wallaceburg Central Ambulance Communications*

Centre, save and except ~~office~~ and clerical ~~staff~~, supervisors, persons above the rank of supervisors and persons who are not employees within the meaning of subsection 3, section 1 of the Labour Relations Act, R.S.O. 1990, c. L.2, as amended.

- 3.02**
- (a) A full-time employee is an employee who is regularly scheduled to work an average of forty-two (42) hours per week.
 - (b) A part-time employee is an employee who may be scheduled to work and who may be required to fill shifts due to the absence of a full-time employee. A part-time employee does not normally work more than twenty-four (24) hours per week and are as defined in the Ambulance Act and regulations and amendments thereto. Part-time employees shall be offered temporary assignments replacing full-time employees in order of seniority. For the duration of such assignment, they shall continue to be treated as part-time employees for the purpose of benefits and vacation. At the conclusion of the temporary assignment, they shall resume their regular part-time work.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01.** The Union recognizes and acknowledges that the management of the Centre and direction of the working force are fixed exclusively in the Centre.
- 4.02** Without limiting the generality of the foregoing management's rights includes:
- (a) The right to direct the working force;
 - (b) The right to plan, direct and control the operation of the Communications Centre;

- (c) *The right to introduce new and improved methods, facilities, equipment.*
- (d) *The right to ~~determine~~ work schedules, work assignments and methods of doing work;*
- (e) ***The** right to determine in its discretion at all times the number of employees;*
- (f) *The right to formulate policies, Rules and **Regulations**;*
- (g) *The right to establish standards of care and quality;*
- (h) ***The** right to determine the nature and scope of dispatching services the Centre will provide, and the increases ~~or~~ decreases in complement;*
- (i) *The right to hire, assign, discharge, discipline, promote, demote, direct and **classify**;*
- (j) *The right to operate the Communications Centre so ~~as~~ to provide dispatching in a manner consistent with the obligations of the Centre to the **Ministry** of Health and the **general** public;*
- (k) ***The** right to **maintain** order and **efficiency**.*

4.03 *These rights shall be exercised in accordance with the provisions of this collective agreement.*

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 *The Centre **shall** deduct from the pay of all employees in the bargaining unit commencing **on** the first day of employment the current monthly dues **payable** by **all members** of the Union as certified from **time** to time*

by the Union and amounts so deducted will be forwarded to the First Vice-President-Treasurer of the Union at 100 Lesmill Road, North York, Ontario M3B 3P8 not later than the 15th day of the month following, accompanied by a list of the names, addresses and social insurance numbers of all employees from whose wages the deductions have been made and as Income Tax T-4 slips are made available the Centre shall show on the said statement of income, the amount so deducted for **the** calendar year.

5.02 The Union agrees to *indemnify* and save the Centre harmless against **all** claims or other forms of *liability* that may arise out of, or by reason of deductions made or payments made in accordance with this Article.

5.03 The Employer shall deduct Union Dues from any retroactive pay increases.

ARTICLE 6 - EMPLOYEE REPRESENTATION

6.01 The Centre recognizes the right of the Union to appoint, or otherwise elect, two (2) employees as unit stewards and one (1) employee **as** an alternate for handling grievances, *disputes*, or differences, that may arise under this Agreement. The name *of* the steward shall be given to the Manager or *designate* in writing and the Centre shall not be required to recognize any such steward until it has been so notified.

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

(i) The time shall be devoted to prompt handling of necessary Union/Management relations;

(ii) The steward concerned shall advise his Supervisor before leaving his work and shall report to his supervisor upon his return;

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(iii) The Company reserves the right to limit such time if it deems the time so taken to be excessive and to meet the requirements of the present staffing pattern.

6.03 *One (1) employee at one time may be granted a leave of absence to attend Union meetings without pay, providing that at least ten (10) days written notice is given by the Union to the management prior to the absence. Such leaves shall be subject to the needs of the Communications Centre and will not unjustifiably withheld.*

6.04 *The Union shall have the right to have the assistance of a staff representative of the Ontario Public Service Employees Union when dealing with or negotiating with the Company and similarly the Company shall have the right to have the assistance of a legal advisor when dealing with or negotiating with the Union.*

6.05 *Employees to a maximum of two (2) who are representing O.P.S.E. U. at Arbitration shall be granted time off with pay to conduct such business and the Union shall reimburse the Employer for such wages.*

6.06 HEALTH & SAFETY COMMITTEE

(a) *The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Company and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.*

(b) *The Company shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.*

- (c) *The Company and the Union agree that they mutually desire to maintain standards of safety and health as well as prevent job related accidents, injury and illness.*

- (d) *Recognizing its responsibilities under the applicable legislation, the Company will establish a Health and Safety Committee of two (2) representatives, with one (1) representative selected by the Union from amongst bargaining unit employees, and one (1) selected from and by management.*

- (e) *Such Committee will identify potential dangers and hazards, institute means of improving health and safety programs and recommend to the Company Manager actions to be taken to improve conditions related to health and safety in addition to all duties covered by the Occupational Health and Safety Act.*

- (f) *The Company agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.*

- (g) *Meetings will be held every third month or more frequently at the request of either party. The Committee will maintain Minutes of all meetings and make the same available to the parties for review.*

- (h) *Employees shall be scheduled for yearly eye examinations and the Employer shall pay all associated costs.*

- (i) *Employees shall be given a break of at least fifteen (15) minutes, duration every two (2) hours from continuous operation of the VDTs. It is understood that these breaks are not in addition to regular breaks.*

ARTICLE 7 - LABOUR MANAGEMENT COOPERATION COMMITTEE

- 7.01** A Labour Management Cooperation Committee shall be **established** consisting of one **(1)** representative of the union or **his/her designate** and one **(1)** resource person as **required**, and one **(1)** **representative** of the Company or **his/her** designate and one **(1)** resource person as required. The Committee shall enjoy the full support of both parties in the interest of maximum service to the public.
- 7.02** **The** Committee shall make recommendations concerning the **following** general matters:
- (1)** Improving **relations** between the Company and the Union;
 - (2)** Operating **efficiently**;
 - (3)** Improving service to the public;
 - (4)** **Reviewing** suggestions from employees, questions **of** working conditions **and** services;
 - (5)** Correcting conditions which may result in grievances **and** misunderstandings.
- 7.03** The Committee shall meet at the request of either the Union or the Company, but in any **event**, the Committee **shall** meet at **least** once every three **(3)** months at a mutually agreeable time and place. Members shall receive a notice of the **meeting** at least **(1)** week in advance of such meeting **and** the proposed agenda shall be attached to the notice.
- 7.04** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining including the **administration** of the collective agreement.
- 7.05** **The** Committee shall not supersede the **activities** of any other Committee of the Union or the **Company** and does not have the power to **bind** either the Union or its members or the Company to any decision reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Company with respect to

discussions and conclusions.

- 7.06** *Committee recommendations shall be responded to by the Union or the Company in writing within fourteen (14) calendar days.*
- 7.07** *The Chairperson at the first meeting shall be named by the Company and thereafter shall alternate between a member of the Committee selected by the Union and a member selected by the Company. The Chairperson shall appoint a secretary who shall keep minutes of the meeting. Copies of the minutes will be provided to the Company and the Union within ten (10) days of the meeting.*
- 7.08** *Notwithstanding the foregoing, it is understood and agreed that meetings of the Committee may have to be delayed or curtailed due to the operational requirements of the Company.*

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** *For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable. If an employee has a complaint the employee must first give opportunity to the Manager or designate to discuss and resolve the complaint before filing a grievance.*
- 8.02** *Grievances shall be dealt with in the following manner, providing such grievances are in writing, signed by the grievor, and filed within ten (10) days of the events causing the alleged grievance.*
- Stage One** *The employee, with the assistance of a steward, shall first meet and take the matter up within ten (10) days with the Manager or designate. The Manager or designate shall make a decision in writing to the employee within ten (10) days of the meeting. Failing settlement at this stage, then Stage Two (2) may be invoked as follows:*

Stage Two *The employee with the assistance of a steward, shall meet and take the matter up within ten (10) days of the receipt of the reply of the Manager or designate, with the CEO of Sydenham District Hospital or designate. The CEO or designate shall make a decision in writing to the employee within ten (10) days of the meeting. Failing settlement at this stage, then Stage Three (3) may be invoked as follows;*

Stage Three *The Union may, but only within a period of twenty (20) days from the date of the receipt of the reply of the C.E.O. or his designate, invoke the arbitration provisions of this Agreement by notice in writing and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.*

8.03 *The above time limits may be extended by mutual agreement, however, such agreement must be confirmed in writing.*

8.04 *It is agreed that days referred to in these sections for time limits shall not include Saturdays, Sundays or Designated Holidays.*

ARTICLE 9 - ARBITRATION

9.01 *Where a grievance is to be referred to arbitration it shall be referred to an Arbitration Board for resolution pursuant to the Labour Relations Act and any amendments thereto. The Arbitration Board will have exclusive jurisdiction to arbitrate the grievances and will be entitled to exercise its powers pursuant to the Labour Relations Act.*

9.02 *The Arbitration Board is to be governed by the following provisions:*

- (a)** *The Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is **final** and binding upon the parties;*

- (b)** *The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations:*
- (c)** *The Board shall not have any authority or power to alter, change, or amend any of the provisions of this Agreement or to substitute any new provision, in lieu thereof, or to give an decision contrary to the express intent or terms and conditions of this Agreement or in any way, modify, add to or detract from any provision of this Agreement:*
- (d)** *The parties and the Arbitration Board shall have access to the Centre's facilities to view working conditions, machinery or operations which may be relevant to the resolution of a grievance:*
- (e)** *The Board shall have jurisdiction to determine whether a grievance is arbitrable.*

9.03 *An employee, in addition to the grievor, whose attendance is required at arbitration hearings shall receive permission to be absent from work without loss of pay. Such permission shall not be unreasonably denied.*

9.04 *The above time limits are mandatory and may be extended by mutual agreement between the parties to this Agreement, however, such agreement must be confirmed in writing.*

9.05 *The parties may refer a grievance to a mutually agreeable single arbitrator.*

ARTICLE 10 - UNION POLICY GRIEVANCES

10.01 *A Union policy grievance, which is defined as alleged violation of this Agreement, affecting more than one (1) employee in the bargaining unit, may be referred in writing as a grievance to the Company at Stage One (1) of the grievance procedure within ten (10) days after the circumstances giving rise to the grievance occurred or originated and*

signed by affected employees and if it is not *satisfactorily* settled it may be referred to arbitration in the same manner and to **the** same extent as the grievance of an employee.

ARTICLE 17 -DISCHARGE AND DISCIPLINARY PROCEDURES

11.01 *In the event that the Company initiates disciplinary action against an employee which results in the suspension or discharge of such employee, such disciplinary action shall be confirmed In writing by letter to the employee involved (with a copy to the Union Steward), setting forth the action taken and the penalty imposed. The employee will be given the opportunity to be interviewed by his steward providing the steward is on site before leaving the premises.*

11.02 *A claim by an employee that he has been suspended, discharged, or disciplined without just and sufficient cause shall be treated as a grievance and taken up at Step 2 of the grievance procedure within ten (10) days of the such suspension, discharge or discipline. It is understood that a probationary employee's discharge is subject to a lesser standard of just cause. It is agreed that the standard to apply to the discharge of a probationary employee is whether he has the ability to meet the requirements of the job.*

11.03 *An employee shall have the right during regular business hours to have access to and review the employee's personnel file on reasonable notice and in the presence of the Manager or designate. The employee shall be given the opportunity to initial documents in the personnel file to indicate they have reviewed the contents. Initialing shall not be construed as agreement with the contents. Employees shall have the right upon request to copies of any documents in their personnel file.*

11.04 **Discipline**

The disciplining of any employee shall not be used against him/her

in future disciplinary actions in the following instances:

Eighteen (18) months have elapsed since the issuance of any form of discipline.

ARTICLE 12 - SENIORITY/PROBATION

PROBATION

12.01 *A full-time employee shall be on probation until the employee has worked continuously for a total of nine (9) months or 1560 hours, whichever occurs first. A part-time employee shall be a probationer until the employee has completed 1560 hours. It is understood that a probationer has no seniority for the purpose of this Agreement. An employee obtains seniority, equal to his length of service, upon completing his probationary period.*

All part-time employees employed by the Centre effective May 1, 1993 shall be recognized as obtaining seniority upon completion of four hundred and eighty (480) hours.

12.02 *Seniority, as referred to in this Agreement, shall mean length of continuous service with the Centre for full-time employees and hours worked for part-time employees. Seniority shall be used in determining preference or priority for promotions, vacations, layoffs, and recall. The current Seniority List is attached hereto as Schedule "A" and forming a part thereof.*

12.03 *Seniority shall terminate and an employee shall cease to be employed by the Centre when that employee:*

- (a) Voluntarily quits their employment with the Centre;*
- (b) Is discharged and is not reinstated through the grievance procedure or arbitration;*

- (c) Is off work for a continuous period of eighteen (18) months and subject to the Ontario Human Rights Code;*
- (d) Fails to report for work within five (5) working days after being notified by registered **mail** by the Centre of recall;*
- (e) Is absent from work for three (3) consecutive working days without leave;*
- (f) Accepts gainful employment while on a leave of absence without first obtaining the consent of the Centre in writing.*
- (g) Fails to return to work upon the **termination** of an authorized leave of absence unless there has been a mutually agreed upon extension of the leave of absence.*

ARTICLE 13 - HOURS OF WORK

- 13.01** *The normal hours of work for full-time employees shall be **an average** of eighty four (84) hours in a two week **period** over a six (6) week work schedule.*
- 13.02** *Article 13.01 cannot be construed as a guarantee of any work.*
- 13.03** *Time and one-half (**1 1/2**) shall **be paid** to all **employees** for all hours worked in excess of the normal work day and the normal work week, as determined in Article **13.01**, with the exception of designated holidays.*
- 13.04** *When **all part time employees** have been scheduled for twenty four hours **in** any week, all further open **shifts** will be offered to **part time employees** in order of seniority before offering to full-time **employees**.*
- 13.05** *The shift schedule shall be posted two (2) weeks in advance.*

ARTICLE 14 - JOB POSTING

- 14.01** *Where a vacancy occurs in any permanent position or a new position is created within the Bargaining Unit, the Employer shall post a notice of vacancy stating the duties, pay and starting date for the position.*
- 14.02** *Employees covered under this agreement shall have first consideration for bargaining unit positions and where qualifications and ability are equal, seniority shall be the determining factor.*

ARTICLE 15 - LEAVES OF ABSENCE**15.01** *Bereavement*

- (a)** *Where death occurs to the spouse of the employee, (including common law spouse), he shall be granted up to five (5) scheduled working days with pay, the said five (5) days may be scheduled in any number of consecutive scheduled working days, in conjunction with the day of the funeral.*
- (b)** *Where a death occurs in the immediate family of an employee, he shall be granted not more than three (3) scheduled working days leave of absence from his employment with pay. Such leave of absence shall terminate with the day of the funeral. Immediate family is defined as an employee's father, mother, Sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents.*
- (c)** *where an employee is attending a funeral of a relative specified above, where such funeral is more than five hundred kilometres (500 km) from Wallaceburg, an additional day off without pay shall be granted. An employee who serves as a pallbearer at any funeral shall be granted the day of the funeral off without pay. In the case of a death of an employees' aunt or uncle, niece and*

nephew, the employee shall be granted not more than one (1) day's leave of absence with pay, providing this day is for the purpose of attending the funeral.

- (d) For the purpose of this Article, a common law spouse relationship shall be as defined under the Family Law Reform Act.

15.02 **Personal Leave**

An Employee may *be* allowed a leave of absence without pay for personal reasons *if*:

- (a) He requests it from the Centre in writing;
(b) The leave is good and sufficient cause;

The granting of a **leave** of absence is subject at all times to the needs of the **Communications Centre**. No such leave of absence shall be of duration of more than six (6) months without the consent of the parties to this Agreement.

15.03 **Court Duty and Jury Duty**

The Manager or designate must be *notified* immediately following the receipt of a subpoena.

An employee who is required for court duty directly relating to the Centre's business or jury duty, **will** be paid his **full** salary during a regular scheduled shift, provided that upon completion of witness or jury duty, a court duty form has been filled and signed by a court **official** and that the subpoena is **attached**.

An employee who is *required* for court duty directly relating to the

Centre's business or jury duty, will be paid his full salary during a regular scheduled shift off, starting from the time arrived at the required location to the time left the required location, provided that upon completion of witness or jury duty, a court duty form has been filled and signed by a court official and that the subpoena is attached.

15.04 (a) **Pregnancy/Parental Leave**

Pregnancy and parental leave will be granted in accordance with the provisions of the Ontario Employment Standards Act, and amendments pursuant thereto.

(b) An employee whose wife or common-law wife is defined under the Family Law Reform Act, is about to deliver a child, shall be granted leave of absence with pay to attend the delivery. Such leave of absence shall be subject at all times to the needs of the Dispatch Centre.

15.05 **Educational Matters**

In cases where the Ministry of Health of the Province of Ontario pays to the Communications Centre all costs relating to education for training course, the Communications Centre shall grant leave of absence with pay to employees for such purposes. The timing of such leave of absence shall be subject to the needs of the Communications Centre.

15.06 **Union Leave**

(a) An employee shall be allowed a leave of absence without pay for attendance at Union Meetings/Educationals/Conferences, subject to the needs of the Centre. Wherever possible, the Union will attempt to give two weeks notice of the requirement of such leave. Not more than one (1) employee may be absent at any time under this sub-provision.

(b) *Where an employee is elected or appointed to a full-time position with ~~the~~ Union or an affiliated organization, he shall be granted leave of absence without pay for the duration of such appointment.*

All requests for leave of absence permitted in this Article are subject to the operational requirements of the Centre.

The Centre agrees to recognize a Negotiating Team of two (2) members of the bargaining unit plus a representative of the Ontario Public Service Employees Union. Such bargaining unit team members involved in negotiations shall suffer no loss of pay for negotiation meetings up to and including conciliation.

15.07

Sick Leave

Sick leave means the period a full-time employee is said to be absent from work by virtue of being sick, disabled or in an accident for which compensation is not payable under the Ontario Workers' Compensation Act.

Sick Leave

The Centre agrees to provide a Sick Leave Plan of forty-eight (48) hours per year, to be used to supplement the present Extended Health Care Plan. Sick time shall not accumulate beyond March 31 of each year- however, the employee shall receive at the end of the financial year, a cash payout of one hundred percent (100%) of the unused portion of the current years sick leave, up to a maximum of forty-eight (48) hours.

Employees hired during any year, or absent from the regular payroll for sixty (60) consecutive days or more, will be subject to a prorated payout.

15.08 When absent due to sickness, the ~~employea~~ will endeavour to notify the Manager or designate at least **four (4)** hours prior to *such* employee's next scheduled shift.

15.09 **When** absent for more than three (3) consecutive shifts the employee must notify the Manager or designate at least twenty **four (24)** hours prior to such ~~employeee~~ return to their next scheduled shift.

15.10 An employee may be required to produce a medical certificate satisfactory to the Centre from a duly qualified **medical** practitioner for absences from work where *such* employee has been absent for more than three (3) scheduled shifts. The note shall contain:

- (a) the date of issue;
- (b) must support duration of absence;
- (c) must **certify** employee unable to attend to **official** duties;
- (d) must include "Date of Return" or "Date of Re-assessment"

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 The following are recognized as *designated paid holidays*:

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

16.02 (a) Where an employee works on a holiday included under Article 16.01 (**Statutory Holidays**), the employee shall be paid at the rate of two (2) times the employee's basic hourly rate for all hours worked.

- (b) *In additional to the payment provided by Section 16.02 (a), a full time employee who works on the holiday and is eligible to receive statutory holiday pay shall receive either eight (8) hours statutory holiday pay at the employee's basic hourly rate or compensating leave of eight (8) hours, provided the employee opts for compensating leave prior to the holiday.*

- (c) *Full-time employees who are off work on one of the above-noted holidays, will receive eight (8) hours' pay for such holiday.*

*This clause is subject to the requirements of the **Employment Standards Act.***

In order to be entitled to holiday pay, an employee must have worked his last scheduled shift immediately preceding the holiday and his first scheduled shift immediately following the holiday unless absent with the centre's permission.

- (d) *Part-time employees who have performed work for the Centre for three (3) shifts between holidays set out in 16.01 (a) and who do not work on a holiday are entitled to four (4) hours' pay for a holiday set out in Article 16.01 (a).*

ARTICLE 17 - VACATION WITH PAY

17.01 *Full time employees shall be entitled to vacation with pay in the following way:*

One (1) - Nine (9) Years = one hundred and twenty six hours regular pay

Ten (10) - Fourteen (14) Years = one hundred and sixty eight hours regular pay

Fifteen (15) - Nineteen (19) Years = two hundred and ten hours regular pay

Twenty (20) Years and over = two hundred and fifty two hours regular pay

- 17.02** *A summer vacation roster will be posted by the Centre on or before March 1st of each year and the employee must **indicate** in writing his desired vacation period according to his **entitlement** on or before April 75th of each year. Employees requesting vacation time after April 75th shall do **so in writing** and request **will be granted on a first come basis** if coverage can be arranged.*
- 17.03** *Subject to the needs of the Centre, vacation shall be arranged according to the wishes of individual employees. Where a conflict exists in vacation scheduling, **seniority** shall be the governing factor subject to Article 17.02.*
- 17.04** *At least one (1) employee per shift shall be allowed to take their vacation. More than one (1) employee per shift may be **permitted** to take vacation, provided in the opinion of the Centre this does not unduly affect the schedule of operations.*
- 17.05** *Prior to completing one (1) years continuous service, vacation **entitlement** shall be prorated on a monthly basis. Once a full time employee has completed **six (6)** full months of employment, he/she is entitled to prorated vacation, with the understanding that **any** vacation **allo wed** previous to termination shall be refunded **monetarily** to CACC Wallaceburg.*
- 17.06** *Vacation allotment will be credited on **January 1** of each year.*
- 17.07** *Outstanding vacation pay owing to employees **shall be paid on the final** pay for the current calendar year.*
- 17.08** *Part time employees shall receive **4%** in lieu of vacation pay for all **hours** worked, to be paid on each **bi-weekly** pay period.*

ARTICLE 18 - UNIFORMS

18.01 Each *full-time* and *part-time* employee shall be issued at no cost and as required with the following apparel which *is* to be worn on duty upon commencement of employment:

FULL TIME: One (1) Blazer
 Two (2) **Ties**
 Three (3) Slacks or Skirts
 Five (5) Shirts
 One (1) Belt
 One (1) Parka

PART TIME: One (1) Blazer
 Two (2) Ties
 Two (2) Slacks or Skirts
 Three (3) **Shirts**
 One (1) Belt

18.02 Following the initial issue, *garments* will be replaced by exchange as needed. The standard to be used for *deciding* upon replacement of articles of clothing shall be **reasonable wear** and tear.

18.03 The employee shall wear the uniform as *designated by* the Centre during working hours and at no other time, save and except when the employee is going *directly* to work *from* home, or directly home from work.

18.04 Uniforms shall be maintained in a neat and clean condition by the employee.

18.05 The uniform shall be the property of the Centre and if an employee ceases employment **for any** reason, the current uniform issued, shall be returned to the Centre.

18.06 *One identification Card as issued by the Ministry of Health. This shall be carried on your person at all times while on duty.*

ARTICLE 19 - WAGES

19.01 *The Centre will pay salaries and wages as set out in Schedule "C" attached hereto and forming a part hereof. Each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions. Providing there are no payroll problems, wages will be paid every two (2) weeks, by cheque on or before Thursday for the current pay period. The Centre may not make deductions from wages unless authorized by statute, court order, arbitration award, this Agreement, or Agreement of the Parties.*

19.02 *Any overpayment or underpayment of an employee shall be corrected as soon as possible but no later than the next full pay period after such overpayment or underpayment is discovered and verified.*

19.03 *Where payday falls on a designated holiday, the immediately preceding working day shall be payday.*

ARTICLE 20 - CALL BACK

20.01 *When an employee is called back to work after leaving the premises or is called in on a scheduled day off, he shall receive pay at time and one-half the regular rate of pay for the greater of all hours worked or three (3) hours minimum.*

20.02 *When an employee is called in on a Statutory Holiday, he or she will be paid three (3) hours at double time and one-half (2 1/2) or double time and one-half (2 1/2) for all hours he or she is required, whichever is greater.*

ARTICLE 21 - SHIFT PREMIUM

- 21.01 (a) *Effective January 1, 1994, an employee shall receive a shift premium of fifty-two cents (\$0.52) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-two cents (40.52) per hour premium shall be paid for all hours worked.*
- (b) *Effective January 1, 1994, an employee shall receive a shift premium of ~~sixty~~ two cents (\$0.62) per hour for all hours worked between midnight and 07:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period the sixty two cents (\$0.62) per hour premium shall be paid for all hours worked.*
- (c) *Notwithstanding 21.01 (a) & (b), where an employee's hours of work normally fall within 07:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 05:00 p.m. and 07:00 a.m.*
- 21.02 *Shift premiums shall not be considered as part of an employee's basic hourly rate.*
- 21.03 *Shift premium shall not be paid to an employee who, for mutually agreed upon reasons, work a shift for which he would otherwise be entitled to a shift premium.*
- 21.04 *When shifts have been exchanged, only the employee who actually works the shift shall be entitled to the premium.*

ARTICLE 22 - LAYOFF AND RECALL

- 22.01 *The parties recognize that job security should increase in proportion*

to length of service. *Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. Part-time/casual employees will be laid off first and recalled last.*

22.02 *Employees shall be recalled following five (5) days notice in the order of their seniority, providing they are available and qualified to do the work.*

22.03 *The Centre shall as soon as possible in advance notify employees who are to be laid off before the lay-off is to be effective. Upon request, the Centre shall meet with OPSEU to discuss methods of eliminating or reducing the impact of proposed layoffs.*

ARTICLE 23 - SEVERANCE

23.01 *An employee with five (5) years service on separation from employment shall be entitled to receive on separation, severance pay of one (1) week's pay per year of service, up to a maximum of twenty-six (26) weeks' pay.*

23.02 *Such severance pay shall only be provided in cases of separation from employment due to:*

(a) death of the employee,

(b) Indefinite layoff, in which case the employee must waive his right to recall from layoff, in writing, as a condition of receiving severance pay. Indefinite layoff includes a period of thirty-five (35) consecutive weeks,

(c) retirement

ARTICLE 24 - WORK INTERRUPTION

24.01 *For the purpose of providing service to the general public and in view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no slow down of work interference and the Centre agrees there will be no lockout.*

ARTICLE 25 - JOB REQUIREMENTS

25.01 *As a condition of each employee's continue employment it is understood that each employee's responsibility to maintain at all times:*

- (a) A current First Aid Certificate*
- (b) A current C.P.R. Basic Rescuer Certificate*
- (c) **R.R.O. license***
- (d) All requirements as designated by the **Ontario Ambulance Act.***

ARTICLE 26 - SHIFT EXCHANGES

- 26.01**
- (a) Permission for Shift Exchanges will be on a CACC Wallaceburg "Shift Change Form" one week in advance and signed by both parties. Permission of management is required. The request for the shift change must be reasonable and must not adversely affect dispatch operations. Shift changes will not exceed more than twelve (12) shift changes per year. It is the responsibility of the party requesting the change to arrange for appropriate replacement staff to be approved by management.*
 - (b) The exchange will be in the same pay period.*
 - (c) No overtime will be paid as a result of an exchange in shifts.*

- (d) *Block shift changes between employees will not be approved. A block shift change would be more than one shift change in a row.*

ARTICLE 27 - HEALTH BENEFITS

- 27.01** *The Centre shall pay for each full-time employee one hundred percent (100%) of the cost of premiums of a health care plan which shall include the following:*
- (a) *Short Term Disability;*
 - (b) *Long Term Disability;*
 - (c) *Group Life Insurance;*
 - (d) **Drug Plan;**
 - (e) *Dental Plan; and*
 - (f) *Vision Care.*
- 27.02** *The health care plan is described in Schedule "D" which is attached and the Health Care Plan Brochure will be provided to each employee upon request.*
- 27.03** *The Registered Pension Plan is described in Schedule "E" which is attached and the Pension Plan Brochure, a copy of which the Centre undertakes to provide each employee upon request.*
- 27.04** *The cost share contribution of the Centre is four percent (4%) of gross basic annual salary and the cost share contribution of the employee is four percent (4%) of gross **basic** annual **salary**. Refer to attached "Schedule "E" Pension Plan.*
- 27.05** *In the event of change of carrier, there is to be no loss of benefits for the duration of the agreement.*
- 27.06** *Part-time employees shall receive 4% in lieu of all benefits, in this Article, to be paid on each bi-weekly pay period. When such employee joins the pension plan, this percentage in lieu will be reduced*

by the employer's contribution to the pension plan.

ARTICLE 28 - GENERAL

28.01 *The parties agree to share equally in the cost of the negotiating meeting room and the printing of this agreement.*

ARTICLE 29 - CONFIDENTIALITY OF CENTRE RECORDS AND MEDICAL INFORMATION

- 29.01**
- (a)** *It is understood and agreed that employees will not at any time either during the term of their Agreement or thereafter, divulge to any unauthorized person, firm or corporation any information received by them during the course of their employment violating patient confidentiality.*
 - (b)** *It is understood and agreed that the Centre, unless with the written permission of the employee, will not at anytime either during the term of their Agreement or thereafter, divulge to any unauthorized person, firm or corporation any medical information concerning an employee.*

ARTICLE 30 - DURATION

30.01

This Agreement shall be effective on May 25, 1994 and ends on December 31, 1995 unless extended as per item 14 (4) of the Central Memorandum of Settlement.

Dated at Wallaceburg, Ontario this August 1994.

For the Union

Originally Signed by:

Joe Esposito
Don Lewis
Wesley Elanor
Bruce Mayer
Audie Beckerman
T. Upsham

For the Employer

Originally Signed by:

Bill King
D. Ross

SCHEDULE "A"
SENIORITY LIST - MARCH 17, 1994
FULL TIME EMPLOYEES

EMPLOYEE	STARTING DATE	SENIORITY DATE
Mrs. Karen Hill 726 Elizabeth Street Wallaceburg, Ontario N8A 2Z9 519-627-6975	July 23, 1990	July 23, 1990
Mr. Jack Knight 1508 Forest Street Samia, Ontario N7V 3P9 519-332-5789	July 23, 1990	July 23, 1990
Mr. Chris Phenix 1515 Elgin Street Wallaceburg, Ontario N8A 4N8 519-627-0050	July 23, 1990	July 23, 1990
Mr. Allan McInnis P. O. Box 17 75 King Street Theford, Ontario NOM 2N0 519-296-5567	September 13, 1990	September 13, 1990

**Mr. Jose Emilio
R. R. #1
Wyoming, Ontario
NON 1T0
519-542-0779**

**February 3, 1992
PA Accumulative-
176 Hours**

February 3, 1992

**Ms. Tammie Rivando
207 Wall Street, Apt #2
Wallaceburg, Ontario
N8A 3H3
519-627-1890**

February 19, 1992

February 19, 1992

PART TIME DISPATCHERS

EMPLOYEE

STARTING DATE

**PART TIME
SENIORITY (BY HOURS)**

**Mr. Darryl Williams
98 First Street
Wallaceburg, Ontario
N8A 3R2
519-627-6492**

May 1, 1993

2,071.0

**Mr. Ken Lewis
24 McKinnon Drive
Chatham, Ontario
N7L 1B4
519-354-9425**

October 15, 1990

1,258.5

Ms. Heather McFadden *October 19, 1990* **998.5**
133 St. Vincent St
Samia, Ontario
N7S 6J7
519-344-5806

Mr. Robert France *January 22, 1991* **940**
10 Young Street
P. O. Box 1588
Tilbury, Ontario
N0P 2L0

PROBATIONARY EMPLOYEES

DISPATCHERS	STARTING DATE	PART TIME HOURS
Mrs. Tina Granger 2436 N. River Rd. St. Clair, Michigan 313-329-4794	May 23, 1991	443
Mr. Brian Mickle 80 Deveron Crescent London, Ontario N5Z 4B5 519-668-1413	September 2, 1990	336.5
Mr. A. John Sheeler 88 Brander Ave. Wallaceburg, Ontario N8A 3J6 519-627-9425	February 1, 1994	99.0

**SCHEDULE B"
HOURS OF WORK**

Week #1

Employee	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11330 J. Knight			0700-1900	0700-1900			
32268 K. Hill	0700-1900	0700-1900		1900-0700	1800-0700	1900-0700	1900-0700
33278 J. Emilio							
89872 C. Phenix	1900-0700	1900-0700	1900-0700			0700-1900	0700-1900
51787 A. McInnis			0700-1900	0700-1900	0700-1900		
80072 T. Rivando	0700-1900	0700-1900			0700-1900	0700-1900	0700-1900

Week #2

Employee	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11330 J. Knight	0700-1900	0700-1900		1800-0700	1900-0700	1800-0700	1900-0700
32238 K. Hill							
33278 J. Emilio	1900-0700	1900-0700	1900-0700			0700-1900	0700-1900
89872 C. Phenix			0700-1900	0700-1900	0700-1900		
51787 A. McInnis	0700-1900	0700-1900			0700-1900	0700-1900	0700-1900
80072 T. Rivando			0700-1900	0700-1900			

Week #3

Employee	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11330 J. Knight							
32288 K. Hill	1900-0700	1900-0700	1900-0700			0700-1900	0700-1900
33278 J. Emilio			0700-1900	0700-1900	0700-1900		
89872 C. Phenix	0700-1900	0700-1900			0700-1900	0700-1900	0700-1900
51787 A. McInnis			0700-1900	0700-1900			
90072 T. Rivando	0700-1900	0700-1900		1900-0700	1900-0700	1900-0700	1900-0700

Week #4

Employee	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11330 J. Knight	1900-0700	1900-0700	1900-0700			0700-1900	0700-1900
32288 K. Hill			0700-1900	0700-1900	0700-1900		
33278 J. Emilio	0700-1900	0700-1900			0700-1900	0700-1900	0700-1900
89872 C. Phenix			0700-1900	0700-1900			
51787 A. McInnis	0700-1900	0700-1900		1900-0700	1900-0700	1900-0700	1900-0700
90072 T. Rivando							

Week #5

Employee	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11330 J. Knight			0700-1900	0700-1900	0700-1900		
32268 K. Hill	0700-1900	0700-1900			0700-1900	0700-1900	0700-1900
33278 J. Emilio			0700-1900	0700-1900			
89872 C. Phenix	0700-1900	0700-1900		1900-0700	1900-0700	1900-0700	1900-0700
51787 A. Mcinnis							
90072 T. Rivando	1900-0700	1900-0700	1900-0700			0700-1900	0700-1900

Week #8

Employee	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11330 J. Knight	0700-1900	0700-1900			0700-1900	0700-1900	0700-1900
32268 K. Hill			0700-1900	0700-1900			
33278 J. Emilio	0700-1900	0700-1900		1900-0700	1900-0700	1900-0700	1900-0700
89872 C. Phenix							
51787 A. Mcinnis	1900-0700	1900-0700	1900-0700			0700-1900	0700-1900
90072 T. Rivando			0700-1900	0700-1900	0700-1900		

SCHEDULE "C"
EMPLOYEE WAGES

Full Time Dispatchers:

Start:	\$17.13
1 Year:	\$17.48
2 Years:	\$17.88

Part Time Dispatchers:

Start:	\$17.13
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SCHEDULE "D"
EMPLOYEE BENEFITS
HEALTH CARE

LIFE AND ACCIDENTAL DEATH / DISMEMBERMENT

- Employees - \$50,000.00
- Dependents - Eligible spouse - \$10,000.00
- **Eligible children - \$5,000.00**

WEEKLY INDEMNITY

Seventy-five percent (75%) of weekly earnings to the next higher one dollar (\$1.00) to a maximum of six hundred and fifty (\$650.00) per week or the U.I.C. maximum, whichever is greater.

Benefit Commencement

- Accident:** 1st day of **disability**
- Sickness:** 4th consecutive day of disability, or the date of commencement of a hospital confinement, if disability is the **result of an accident or sickness which requires** confinement as an in-patient in a legally licensed hospital for at least twenty-four (24) hours.

Maximum Benefit Period:
Seventeen (77) Weeks

LONG TERM DISABILITY

Sixty five percent (65%) of monthly earnings, plus 10% to the Company Pension Plan, rounded to the next higher one dollar (\$1.00) to a maximum benefit of two thousand five hundred dollars (\$2,500.00) per month.

Benefit Commencement

120th consecutive day of disability.

Maximum Benefit Period

To age sixty-five (65) or prior to recovery.

C.P.P. Offset

Full

HEALTH BENEFIT

- *Deductible amount - Nil*
- *Prescribed Drug Plan: - Reimbursement percentage - One hundred percent (100%)*
- *Major service including travel assist (subject to change)*
 - *Reimbursement Percentage - One hundred percent (100%)*
- *Vision Care*
 - *Maximum one hundred and fifty dollars (\$150.00) every twenty-four (24) months*
- *Private hospital*
 - *Reimbursement Percentage - One hundred percent (100%)*

DENTAL BENEFITS

- Deductible amount - Nil

Type A - Basic Service. Including Operations 2, 3, 4, 5, & 6 only

- Reimbursement percentage - One hundred percent (100%)
- Annual maximum - One thousand dollars - (\$1,000.00)

Type B - Major Restorative, Including Options 1 & 2

- Reimbursement percentage - Fifty percent (50%)
- Annual maximum - One thousand dollars (\$7,000.00)

Type C Orthodontics

- Reimbursement percentage - Fifty percent (50%)
- Lifetime maximum - One thousand dollars - (\$7,000.00)

- Dental Fee Guide - The current Ontario Dental Association *Fee* Guide

EXPIRATION OF BENEFITS

Maximum Age for Dependent Children: 25 years

Long Term Disability terminates on *your* 65th birthday

All other benefits terminate on *your* 70th birthday.

Greater detail of *benefits* are described in booklet entitled "Your Group Benefits Plan" provided by plan carrier to all eligible employees.

**SCHEDULE " E
PENSION PLAN**

- 1. Contributions:** **Company** - **Four percent (4%) of basic annual salary**
Employee - **Four percent (4%) of basic annual salary**

- 2. Retirement Age:** **Sixty Five (65) years**

- 3. Eligibility:** **Three (3) months from date of employment for regular full-time employees. Two (2) years from date of employment for part-time/casual employees with a minimum of seven hundred and eighty (780) hours per year.**

- 4. Amount of Pension:** **To be determined by accumulated value of dollars in the plan at the time of retirement.**

**MEMORANDUM OF CONDITIONS
FOR JOINT BARGAINING**

B E T W E E N:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as "OPSEU")

- and -

THE PARTICIPATING AMBULANCE SERVICES
(listed in Appendix A)

- and -

THE CROWN IN RIGHT OF ONTARIO
(Management Board of Cabinet)

1. The Participating Ambulance Services as set out in Appendix A and OPSEU have established and authorized their respective central Negotiating Committees *for* the purpose of bargaining on those issues identified by the Negotiating Committees as "central issues" and co-ordinating the resolution of "local issues" to the extent provided herein.
2. It is agreed that the parties will negotiate in good faith with a view to establishing a new collective agreement for each bargaining unit represented by OPSEU that is participating in this central negotiation process. The Participating Ambulance Services as set out in Appendix A recognize OPSEU as bargaining agent for the bargaining units set out in their respective certificates except as further modified in these negotiations.

3. Central Bargaining will be subject to the following conditions:

- (a) The issues appropriate for central bargaining are set out in Appendix B.
- (b) Apart from the negotiations conducted between the two 'central Negotiating Committees, there shall be no further bargaining between OPSEU, or its locals, and any Participating Ambulance Service with respect to any central issue, and any agreement on any central issue arising from any such unauthorized *bargaining* shall be null and void.
- (c) All issues other than those identified as "central issues" and set out in Appendix B will be considered "local issues" between OPSEU and each participating Ambulance Service and will be negotiated locally.
- (d) Failing settlement of all outstanding central issues, matters still in dispute shall be submitted to interest arbitration. Without admitting the general applicability of other provisions of the Crown Employees Collective Bargaining Act 1993 and without admitting the applicability of the provisions of the Crown Employees Collective Bargaining Act, RSO 1990 C.50, the parties agree that Section 5 of the Act shall apply *mutatis mutandis* to the arbitration, except as modified herein. The parties will attempt to agree upon a single arbitrator, failing which he/she shall be appointed by the Chair of the Ontario Public Service Labour Relations Tribunal. The parties shall not be required to include

with any request for appointment a copy of the proposed collective agreement. The parties further agree that final offer selection will not be used by the arbitrator to settle all outstanding central issues.

- (e) The arbitrator shall be required to hear and render a decision on all outstanding central issues prior to Friday, June 24, 1994.
- (f) Failing settlement of all outstanding local issues the parties agree that matters still in dispute shall be resolved by interest arbitration. The parties will attempt to agree upon a single arbitrator, failing which he/she shall be appointed by the Chair of the Ontario Public Service Labour Relations Tribunal or the Minister of Labour if the Chair is unable to do so, The arbitrator shall hear and render a decision with respect to each Ambulance service with outstanding local issues prior to August 1, 1994. However, no such hearings may commence prior to the resolution of central issues, The "local arbitrator" shall hold separate hearings to resolve outstanding issues. Apart from that expressed above, and without admitting the general applicability of the Crown Employees Collective Bargaining Act 1993, the parties agree that Section 5 of that Act shall apply mutatis mutandis to the local arbitrations except that the parties shall not be required to include with any request for appointment a copy of the proposed collective agreement and except that final offer selection will not be used by the arbitrator

(g) A resolution of central issues which is subsequently ratified will be implemented in accordance with the terms of the settlement and shall not be delayed until the resolution of local issues, unless specifically agreed upon by the parties.

4. It is understood that the agreement to bargain centrally and the involvement of the Crown in such bargaining is entirely without prejudice and will not be relied upon by any of the parties for any purpose in the existing proceedings before the Ontario Labour Relations Board (see OLRB File Nos. 4013 - 93-R, 4014 - 93-R, 4100 - 93-R and 4101 -93-R) or in any other hearings, disputes, or other dealings between them and will not set a precedent for the future.
5. It is understood that paragraph 4 above is without prejudice to OPSEU's position that all ambulance services referenced in OLRB File Nos. 4013-93-R, 4014-93-R, 4100-93-R and 4101-93-R, and the Crown, are related employers pursuant to section 1(4) of the Labour Relations Act and the bargaining units should be combined as one bargaining unit in each of OLRB File Nos. 4014-93-R and 4101-93-R and together.

Dated this 22nd day of April, 1994.

For the Participating Ambulance Services:

For OPSEU:

Final version

MEMORANDUM OF SETTLEMENT

BETWEEN

ONTARIO PUBLIC SERVICE UNION

- and -

**PARTICIPATING AMBULANCE SERVICES
(Listed in Appendix A to this Memorandum)**

- and -

THE CROWN IN RIGHT OF ONTARIO

The bargaining representatives of the parties agree to unanimously recommend to their respective principals the following adjustments to their collective agreements as MI and final resolution of 'CENTRAL ISSUES'.

The parties agree to incorporate these adjustments in their collective agreements, if ratified.

Local issues negotiated or arbitrated as provided herein shall also be incorporated in the collective agreements and the two sets of amendments when ratified or determined by an arbitration award, shall constitute the new collective agreement along with the subsisting provision of the agreements that expired on December 31, 1993, if any.

I) **Previous Central Issues**

1. Hourly Wage Scales

- a) Full-time ambulance officer:
start \$17.44 1 year \$17.82 2 year \$18.33
- b) Part-time ambulance officer:
\$17.44
- c) Supervisors and other classifications paid above the ambulance officer rate (except paramedical)

The premium in effect shall be maintained over the new rate specified in (e) and (b) above.

- d) Full-Time Dispatchers
start \$17.13 1 year \$17.48 2 year \$17.88
- e) Part-Time Dispatchers
\$17.13

2. Shift Premium

The following articles shall be inserted into all collective agreements:

Article x.1

Effective from January 1, 1994 an employee shall receive a shift premium of fifty-two (52¢) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-two cents (52¢) per hour premium shall be paid for all hours worked-

Article x.2

Effective from January 1, 1994 an employee shall receive a shift premium of sixty-two (62¢) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period the sixty-two cents (62¢) per hour premium shall be paid for all hours worked.

Article x.3

Notwithstanding x.1 and x.2 where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.

Article x.4

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

Article x.5

shift premium shall not be paid to an employee who, for mutually agreed upon reasons, works a shift for which he would otherwise be entitled to a shift premium.

3. Advanced Life Support

If, during the life of the Agreement, the allowances and entitlements for employees concerning Advanced Life Support (ALS) are increased or improved for Ambulance Officers in the Public Service, the same allowances and entitlements shall apply to employees under this Agreement on the same date. For clarification, in no event shall there be such retroactivity prior to the following dates;

- **May 31, 1991** in the case of collective agreements for the original participating Ambulance Services (including Wasaga Beach) in the 1991 round of central negotiations;
- **January 1, 1992** in the case of collective agreements for Bancroft, Lewis, Parham, Seeforth-Clinton, and Temagami;
- **January 1, 1992** or date of union certification whichever is later, in the case of the collective agreements for Chatham, Lindsay, South River-Machar, Amherstberg (AAM) and Noelville (Cosby-Mason);
- **January 1, 1994** in the case of collective agreements for Beaverton (part-time), Bolton, City (part-time), Hoffman, North Leeds, Petrolia, St. Lawrence, Wallaceburg, and West Lincoln.

In further clarification, it is understood that the **Article 5.8** salary arbitration decision or settlement covering ambulance officers (Paramedics) in the OPS will also apply to employees covered by this Agreement. It is understood that this clarification is a classification matter pursuant to section 48(4) of the Social Contract Act. It is understood that this will result in the renaming of classifications covered by this Agreement from Ambulance Officer/Attendant or Paramedic to Paramedic 1 or Paramedic 2, as appropriate. It is understood that this Article will not affect the wage rate of the dispatch classification,

It is understood that the full paramedical employees of Superior Ambulance will receive parity with the Paramedic 2 rate and all other employees will receive parity with Paramedic 1. This parity will be effective with the commencement of the first pay period after release of the award/settlement of the Article 5.8 salary arbitration in the OPS.

It is understood that retroactivity, if any, will be paid in accordance with the following schedule, subject to the above overall limitations:

Paramedic 1 Retroactivity:

- An employee who participates in an ALS (including defibrillation) program in a service covered by this agreement will receive retroactive payment, if any, to the date of their base hospital certification allowing him/her to participate in such program. Where an employee with an appropriate ALS certification works at a service where an ALS program is operating but does not cover in geographic scope all of its operations, such employee will receive retroactivity while assigned to on ALS vehicle;
- Employees who commence participation in an ALS (including defibrillation) program in a service covered by this agreement after the date of this Memorandum will receive retroactive payment, if any, to the date of their base hospital certification allowing him/her to participate in such program. Where an employee with an appropriate ALS certification works at a service where an ALS program (which commences operation after the date of this Memorandum) is operating but does not cover in geographic scope all of its operations, such employee will receive retroactivity while assigned to an ALS vehicle;
- Employees who do not have ALS certification will receive Paramedic 1 classification and wage rate parity to OPS in the first pay period after date of award/settlement of Article 5.8 salary arbitration, but no later than January 1, 1996.
- Employees at services which OPSEU certifies after date of execution of this Memorandum but prior to January 1, 1996 will receive Paramedic 1 or Paramedic 2, as appropriate, classification and wage parity to OPS in the first pay period after date of award/settlement of Article 5.8 salary arbitration, but no later than January 1, 1996.

For clarity, employees who leave a service at which there is ALS certification to work at another service where there is no ALS certification will not receive retroactivity for the period worked at the service where there is no ALS certification.

Payout of retroactivity to be made in accordance with OPS arrangements, in terms of payment on all hours worked or paid, interest if any, and time frame for payment.

Full Paramedical Employees (Paramedic 2) Retroactivity

Retroactivity, if any, for full time paramedical employees at Superior Ambulance will be based on the Paramedic 2 rate and will be limited to January 1, 1993. There will be no further retroactivity for these employees as full paramedicals. Retroactivity, if any, for these full time paramedical employees will not include the current difference in the hourly wage rate between the full paramedicals and the OPS air ambulance attendants (ie. full time paramedics receive 26¢/hr. less than OPS air ambulance attendants) but is limited to any increase in the hourly rate for the OPS air ambulance

attendants as a result of their reclassification to Paramedic 2.

It is understood by the parties that this constitutes settlement of the Advanced Life support article as centrally negotiated in 1991, 1992, 1993 and 1994 and as contained in the Individual collective agreements.

It is further understood that the placement of the part-time rate at the start rate for the full time hourly wage (with the ongoing exception of part time employees of the Owen Sound Ambulance Service) will remain unaffected by the Article 5.8 award/settlement in the OPS.

4. Statutory Holidays

All collective agreements shall provide:

SH.1 Where an employee works on a holiday included under Article x (Statutory Holidays) the employee shall be paid at the rate of two (2) times the employee's basic hourly rate for all hours worked.

SH.2 In addition to the payment provided by SH.1, an employee who works on the holiday and is eligible to receive statutory holiday pay shall receive either eight (8) hours statutory holiday pay at the employee's basic hourly rate or compensating leave of eight (8) hours, provided the employee opts for compensating leave prior to the holiday.

5. Health and Safety

All collective agreements shall provide:

HS.1 the employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

HS.2 The employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.

The obligation contained herein does not apply to the provision of safety shoes or boots or the provision of clothing. The provision of these items shall be in accordance with specific language in the Collective Agreement related thereto-

6. Vacations

In those collective agreements that do not presently contain a superior provision on 15 year and 20 year entitlements, vacation entitlement will be increased to five (5) weeks after fifteen (15) years' continuous service and six (6) weeks after twenty (20) years' continuous service.

7. Severance

All Collective Agreements shall provide the following severance pay provisions, except that where a collective agreement contains superior provisions, the superior provisions shall remain in full force and effect:

SP.1 An employee with five (5) years service on separation from employment shall be entitled to receive on separation, severance pay of one (1) week's pay per year of service, up to a maximum of twenty-six (26) weeks' pay.

SP.2 Such severance pay shall only be provided in cases of separation from employment due to:

- a) death of the employee
- b) indefinite layoff, in which case the employee must waive his right to recall from layoff, in writing, as a condition of receiving severance pay. indefinite layoff includes a period of thirty-five (35) consecutive weeks.
- c) retirement at age fifty-five (55) or later into a pension plan, including a disability pension
- d) the employee being unable to meet the conditions of employment due to physical or mental reasons which result in a termination by the employer. In such case, payment of severance pay must be into a RRSP or RRIF established by the employee.
- e) The termination of an employee who has achieved a combination of full years of service with his employer combined with his age totalling at least eighty (80).

8. Job Security

Each collective agreement shall include the following Letter of Understanding:

Job Security

For the duration of the Collective Agreement, the employer agrees not to reduce the normal work week for full-time employees employed on the date of ratification of this agreement subject to any directives from the Ministry of Health concerning staffing

patterns or hours of work. In clarification, this provision does not limit the right of layoff subject to any required approvals under the Ambulance Act.

9. COLA Letter of Understanding (CURRENTLY INAPPLICABLE)

Effective January 1, 1993, the parties agree that the employer shall provide a Cost of Living Allowance (COLA) provision for one year as follows:

- c.1 The Consumer Price Index (CPI) used for the COLA calculation will be provided by Statistics Canada for Ontario (1986 BASE = 100).
- c.2 No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.
- c.3 The average CPI (Ontario) for October to December, 1992 plus 3% will be the base index for all calculations of the COLA float.
- c.4 The COLA float will be calculated on a quarterly basis for 1993 for quarters ending March 31, 1993, June 30, 1993, September 30, 1993 and December 31, 1993, with the understanding that the COLA float calculated will not be reduced from the previous quarter.
- c.5 The COLA will be a lump sum payment based on regular time hours worked during the quarterly period. The employer will endeavour to make quarterly lump sum payments within the month following the publication of the CPI.
- c.6 The float will be an amount equivalent to the percentage increase in the quarterly (3-month average) CPI above the Base Index.
- c.7 Where the float is less than 0.1%, no quarterly payment shall be made, and the payment shall be added to the next quarterly payment, if any, or in any event by the end of 1993.
- c.8 Effective December 31, 1993, the allowance will be folded into the base rates of each classification.

10. Letter re Operators and Supervisory Staff

Operators and their supervisory staff will be able to continue their existing practice of performing bargaining unit work.

II) NON CENTRAL ITEMS:

1. Redeployment:

- **The parties will maintain a central register of all laid-off full-time employees (includes employees on notice of lay-off) and all vacancies that occur after date of ratification that remain vacant after any internal posting requirements. There will be no need for an operator to post any vacancies to the registry until there has been a full-time employee laid-off or put on notice of lay-off. Posting to the registry will take place by providing written notice of a full-time vacancy to the local union steward or local union executive. The parties will meet in regards to the registry in conjunction with the Grievance Scheduling Committee meetings.**
- **An operator with a vacancy will give good faith consideration to an employee on the registry who applies for the vacancy before filling a vacancy from outside. It is understood that the operator does not need to consider any employee who has previously been terminated for cause by that employer, and the employee must meet the bona fide occupational qualifications of the job.**
- **Employees will retain recall rights to vacancies at their pre-existing service.**
- **Any laid-off full-time employee (laid off subsequent to ratification) will be offered first opportunity to all part-time hours at his/her service up to the normal weekly hours of work. It is understood that this provision will not return the laid-off full-time employee to full-time status, and that the laid-off full-time employee retains recall rights as per the collective agreement, (Not applicable to lay off of temporary replacements.)**

2. Pregnancy and Parental Leave (Effective for leaves commencing Jan. 1, 1995 or later)

- **In respect of the period of pregnancy leave, payments made according to the Employers' Supplementary Unemployment Benefit Plan will consist of the following:**
 - a) **for the two week unemployment insurance waiting period, payments equivalent to sixty-six and two-thirds percent (66 2/3%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, and**
 - b) **up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, and seventy-five percent (75%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave.**

- In respect of the period of parental leave, payments made according the employers' Supplementary Unemployment Benefit Plan will consist of the following:

- a) for the two week unemployment insurance waiting period, payments equivalent to sixty-six and two-thirds percent (66 2/3%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, and
- b) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, and seventy-five percent (75%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

The parties will make every effort to establish the SUB plan as quickly as possible for submission to the Unemployment Insurance Commission, with implementation no later than January 1, 1995.

3. Central Bargaining

- o It is agreed by the parties that all of the services that are covered by this Memorandum will bargain through the central and local bargaining process described below for the renewal of the collective agreements (central and local issues) expiring April 3, 1996.
- o The central bargaining process for renewal of the central portion of the collective agreements will deal at the central table with all of the issues that are listed below. Any other issues will be subject to the local bargaining process. It is understood that the renewal of the collective agreements will be governed by the provisions of the iii (LECBA) 1993.

The list of central issues for the renewal of the collective agreements will be:

- Wages (including Cost of Living Allowance (COLA),
- Shift premiums,
- All aspects of statutory holidays,
- Vacations (all aspects),
- Health and safety,
- Severance,
- Advanced Life Support (ALS) premiums,
- Pensions,
- Pregnancy/parental leave,

- **Checkoff of union dues,**
- **Union leave,**
- **Job Security Letter, Redeployment, Layoff and Recall,**
- **Relationship,**
- **Existing practices letter, (Operators doing bargaining unit work)**
- **Term,**
- **Dispute resolution,**
- **No strikes/no lockouts,**
- **Arbitration process,**
- **No discrimination/no harassment,**
- **Employment equity (to be discussed centrally),**
- **Retiree benefits,**
- **Percentage in lieu of benefits for part-timers**

The parties also agreed to research and to attempt to agree upon the average industry benefits standard, including coatings, far assistance in local bargaining in the next round.

- o It is understood by the parties that the dispute resolution mechanism for **local** issues will be the "ambulance interest arbitration model" utilizing an expedited single arbitrator with a decision to be delivered within ninety (90) days of the resolution of central issues.

- o The parties agree to make the following recommendation to the Government:

That a regulation to be passed pursuant to the Public Service Act which names each ambulance service (except for OPS, hospital-based, Metro Toronto, and any service represented by another trade union) as an agent of the Crown for collective bargaining purposes only. For clarification, a service which is sold/transferred, is newly created or which is no longer part of the excluded categories listed above would be an agent of the Crown for collective bargaining purposes only.

- As part of a regulation, any service which is not part of the excluded categories listed above which is certified by OPSEU shall be bound by the agreement on central issues as negotiated by OPSEU, the Crown and the participating ambulance operators (or the Ambulance Bargaining Authority if so named through regulation). That is, upon certification the ongoing and current central agreement on wage rates, shift premiums etc. will apply to the newly certified service. Local issues will be negotiated subject to the provisions of CECBA, with local issues subject to the "ambulance interest arbitration" model specified as part of this Memorandum.
- The parties to the central bargaining process for the renewal of the collective agreements will be OPSEU and the Ambulance Bargaining Authority for Ambulance Operators, and the Crown in Right of Ontario (hereinafter the Crown). This Operator Authority will be named through

regulation. It is understood that the Authority will not be a party to the collective agreements and therefore will not be responsible for violations of collective agreements.

- The parties did not reach agreement upon any 'opt out' mechanism. The Union proposed no ability to "opt out" from the negotiation framework set out herein. The employer proposed the ability to "opt out" after one mandatory round of negotiations for newly certified services or in the round of negotiations subsequent to 1996 for presently certified services.

4. OLRB Proceedings:

- o Effective on execution of this Memorandum of Agreement by the parties, OPSEU agrees to request the Ontario Labour Relations Board (the "Board") to adjourn the hearing dates scheduled in September and October, 1994 in the OLRB File Nos. #4013-R, 4014093-R, 4100-93-R, and 4101-93-R) (the "Applications").
- o It is understood that the parties will advise regarding the results of ratification of this agreement by October 31, 1994. Should any of the operators named in the OLRB Applications named above not ratify this Memorandum, OPSEU may proceed with the Applications commencing on or after the scheduled November 1, 1994 hearing date.
- o It is understood that should regulation(s) recommended herein regarding central bargaining (including OPSEU's position regarding opting out) not be put into effect by November 1, 1994, OPSEU reserves the right to proceed with the Applications on the hearing dates scheduled in November, 1994.
- o It is understood that once the Regulations discussed above are in effect, OPSEU will seek leave of the Board to withdraw the Applications (see also attached Letter of Understanding).

5. Central Grievance I

The Operator Authority and OPSEU will establish a central grievance scheduling committee along with the Crown in an effort to deal with grievances more expeditiously and to reduce duplication. This does not preclude the carriage rights held by individual operators and employees.'

6. Pensions

Effective April 2, 1996, each employer covered by this Memorandum who has an established pension plan will contribute payments to such plan on behalf of each

eligible employee under the plan at the rate of 6.5% of the employee's regular straight time earnings (exclusive of CPP contributions). This contribution will be subject to a matching contribution to the pension plan by the employee.

Each employer covered by this Memorandum who does not have an existing pension plan will establish a pension plan effective April 2, 1996 and make contributory payments to such plan on behalf of each eligible employee at the rate of 6.5% of the employee's regular straight time earnings (exclusive of CPP contributions). Eligibility requirements will be consistent with existing pension law requirements. The employer contribution will be subject to a matching contribution to the pension plan by the employee.

It is understood that each municipal ambulance service under this agreement is exempted from this provision.

It is understood and agreed that this provision of the Memorandum is entirely conditional on the participating ambulance services receiving from Management Board of Cabinet and the Ministry of Health the additional funding for pensions which is required as a result of the negotiation of this provision. By its ratification of this Memorandum, the Crown confirms that it will satisfy this condition.

7. Social Contract Days

For the Social Contract year commencing April 1, 1995, it is agreed that all ambulance services under this agreement will declare all services to be critical functions under the Social Contract Act and Regulations thereunder. (This designation is without prejudice to essential services bargaining.) It is further agreed that the ambulance services will attain the required social contract expenditure savings of twelve (12) days per non-LICO employee by way of salary deductions during the period from April 1, 1995 to March 31, 1996. Such salary deductions constitute compensation savings resulting from the application of the "special leave" provisions of the Social Contract Act. It is further understood that each ambulance service will have no liability for "special leave" under the Social Contract Act for the period dealt with in this provision. In consideration of the pension arrangements set forth in item 6 above. Accordingly, it is agreed that this provision of the Memorandum supersedes any other Agreement or Understanding between any of the participating ambulance services and OPSEU with respect to the fallsafe programs of the ambulance services under the Social Contract Act for the social contract year commencing April 1, 1995, and any such Agreement or Understanding is null and void as it applies to such period.

In the event that the conditions set forth in item 6 above (Pensions) are not satisfied, it is understood that the Union does not waive liability for "special leave" under the Social Contract Act for the period dealt with in this provision.

In the event the arrangement in this provision to be Invalid or unlawful, it is understood that the pension arrangements in item 6 above are null and void.

It is understood that each municipal ambulance service under this agreement is exempted from this provision.

8. First Contract Services

Agreement that the **additional items bargained** here will also apply to those services involved in the first contract bargaining/arbitration in 1994, as per the addendum to the Memorandum of Understanding, except for the revisions to Severance, Job Security, COLA, and term which apply upon ratification, except for pregnancy/parental leave which shall have effective January 1, 1995 for leaves commencing after such date and except for pensions which shall be effective April, 2, 1996 subject to the conditions set out in this Memorandum. It is agreed that all other terms of this Memorandum will apply to these services on April 1, 1995. These services are:

- Bolton
- St. Lawrence
- Hoffman/Dashwood
- Wallaceburg
- Petrolia
- North Leeds
- City (part-time)
- Beaverton (part-time)
- West Lincoln

9. Relationship and Retroactivity

- There shall be no retroactivity entitlements from any other section of this agreement except ALS and in that case only to the extent provided in Article 3 of this Memorandum.
- Nothing in this Article shall be used to prevent voluntary agreement of the parties to retroactive application of the resolution of any local issues and will not prevent an Arbitrator appointed by the parties to resolve local issues, from awarding retroactivity on any local issue.
- A tripartite committee of all parties will be established to look at long term structural savings which may be accomplished.

10. Duration

The Collective Agreements shall begin January 1, 1994 (except as per first contract services) and end on April 3, 1996. Nothing on central issues shall be retroactive on central issues except as specified in this Memorandum,

11. Implementation

- a) The parties agree to notify each other forthwith on ratification of this Memorandum of Agreement. Both parties agree to complete ratification procedures by October 31, 1994.
- b) The employer will begin to implement the terms of this Memorandum on ratification. Retroactive payments to employees shall be provided within ninety (90) days of ratification, with best efforts to provide within sixty (60) days.
- c) In the event of rejection of the Terms of this Memorandum by either party, it is understood that Memorandum is without prejudice to OPSEU's position that it maintains the right to strike for settlement of central issues in this round of bargaining.
- d) In the event of ratification of this Memorandum, the parties will immediately commence local bargaining in all services (except the first contract services as mentioned above) and proceed to arbitrate any unresolved local issues through a single arbitrator, with hearings and awards to take place by January 31, 1995.

DATED at Toronto this 22nd day of September, 1994.

FOR O.P.S.E.U.

G. Arnes

L. Butters

L. McKean

D. DiMonte

G. Tourangeau

B. Mayes

FOR THE PARTICIPATING OPERATORS

R. DeShane

R. Liersch

M. Bullock

K. Green

FOR THE CROWN IN RIGHT OF ONTARIO

LETTER OF UNDERSTANDING

It is hereby agreed by the parties including each of the ambulance services and the Crown, that the withdrawal of the Applications in Board File No. 4013-93-R, 4014-93-R, 4100-93-R and 4101-93-R is without prejudice to OPSEU's right to resurrect the Applications if the Regulations are revoked or changed, or are invalidated through legal challenge. No party will rely upon this withdrawal of these Applications to the prejudice of OPSEU, in those circumstances.

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