

COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE CITY OF CORNWALL

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5734**

EXPIRY: SEPTEMBER 30, 2021
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BETWEEN
THE CORPORATION OF THE CITY OF CORNWALL
hereinafter called the “Corporation”
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5734
hereinafter called the “Union”

PURPOSE

The purpose of this Agreement is to establish, maintain and develop working conditions that are conducive to the promotion of orderly relations between the Corporation and the employees, and to provide a means for the prompt disposition of grievances and complaints.

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties, hereto so require.

ARTICLE 1 - UNION RECOGNITION

1.01 a) The Corporation recognizes the Union as the sole agency for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment defined hereinafter for all employees employed in the classifications outlined in the Salary Schedule.

1.01 b) In the event of any new classifications or position occurring within the general bargaining unit work area, directly administered by the Corporation, the employer undertakes to review such classification(s) or position(s) with the Union to clarify its position regarding the inclusion or exclusion of the position or classification from the bargaining unit prior to posting.

Failing agreement, the matter may be referred to the Ontario Labour Relations Board or arbitration or grievance procedures.

1.02 a) The work normally done by the employees in the Bargaining Unit will be performed by them, provided that such employees are available and qualified to carry out the work and no emergency exists.

b) The Corporation shall not contract out any work usually performed by members of the bargaining unit if a layoff of any employees results from such contracting out.

1.03 The term “employee”, whenever mentioned in this agreement, refers to persons governed by this agreement.

1.04 Casual Part Time Paramedics

Defined as those qualified employees working less than full-time hours with no set schedule and may be utilized to replace paramedics who are away from work or on an approved leave (i.e. sick leave, bereavement leave, union leave, open shifts, etc.)

1.05 Rights of Casual Part Time Paramedics

Casual Part Time Paramedics shall be entitled to all rights and privileges of the Collective Agreement except for the following:

- i) they shall be entitled to pay for statutory holidays in accordance with the *Employment Standards Act*;
- ii) for purposes of determining the seniority date of casual part time employees who have been appointed to a permanent position, the last date of hire prior to the appointment shall be recognized for seniority purposes.

The Employer shall then calculate all hours worked, divided by 2080 hours to assign the casual part-time employee, newly appointed to a permanent position, a service date for vacation and pay entitlement;

- iii) if a position falling within CUPE Local 5734 jurisdiction is posted, and no permanent employee is successful in filling the position, presently employed temporary or casual part-time employees who have been employed for thirty (30) working days or more may apply for the position. The position will be awarded to the applicant having the most hours worked with the Corporation on the date the position is posted;
- iv) they shall be entitled to vacation in accordance with the *Employment Standards Act*;
- v) they shall not be entitled to group security benefits, as contained in Article 16 and compassionate leave;
- vi) they shall not be entitled to sick leave;
- vii) no employee may be disciplined without cause;
- viii) they shall not be entitled to the provisions in Article 8.03 a & b.

ARTICLE 2 - CORPORATION RECOGNITION

2.01 The Union acknowledges that it is the function of the Corporation, subject to the terms of this agreement, to exercise all the rights, powers, authority and regular and customary functions of management; to introduce technical improvements and methods of operation, changes in method of operation, the extension, limitation, curtailment or cessation of operations; to make rules and regulations governing the conduct of employees, to hire, classify, transfer and promote. Actions of discipline, suspension and termination (disciplinary or other) shall be for just cause. These functions shall be exercised in a reasonable manner consistent with the general

purpose and intent of this agreement and subject to the rights of an employee, or the Union, to submit a grievance.

ARTICLE 3 - UNION SECURITY

- 3.01 Within one week of the signing of this agreement, all employees in the bargaining unit shall, as a condition of employment, become members in good standing of the Union. As a condition of employment, all new employees shall become members in good standing of the Union within thirty days of employment.
- 3.02 The Employer shall, within ten (10) days of employment, supply each new employee with a copy of the current Collective Agreement.
- 3.03 The Employer shall deduct from every employee any dues levied by the Union on its members.
- 3.04 The Corporation will forward the amounts deducted to the Secretary-Treasurer within ten (10) days following the last deduction of the month, accompanied by a list of employees from whom deductions were made. The Union agrees to absolve the Corporation from any liability arising from this paragraph.
- 3.05 Interviewing Opportunity
The Employer shall provide the appropriate Steward with leave, not to exceed fifteen (15) minutes, from regular employment responsibilities for the purpose of reviewing the provisions of the Collective Agreement with newly hired employees, at the commencement of employment and to be done at such time and place as may be determined by the Employer.

ARTICLE 4 - RELATIONSHIP

- 4.01 The Corporation and the Union agree that there will be no discrimination or harassment against any employee for any reasons contained in the *Ontario Human Rights Act*.
- Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, handicap, membership or non-membership in a Union.
- 4.02 The Grievance Committee shall be composed of not more than three (3) representatives of the Union. The Corporation will meet with the said Committee on any grievance matter arising out of this agreement.
- 4.03 The Union shall notify the Corporation, in writing, of the names of the members of the said Committee.
- 4.04 Members of the Grievance Committee, the Executive Committee and Standing Committees will be entitled to leave their work, after permission from the immediate Non-Union Supervisor, without loss of pay, to meet with the Corporation in matters

concerning the interpretation or application of this agreement or other matters of mutual interest. Permission shall not be unreasonably withheld; however, in the event that a replacement is required, the member shall give the immediate Non-Union Supervisor twenty-four (24) hours written notice in order to make the necessary arrangements.

4.05 There shall be no solicitation for membership by any member of the Union during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings relating to Union business, without the consent of the Corporation.

4.06(i) The Corporation recognizes the Union Bargaining Committee of four (4) representatives. Three (3) of these representatives will not suffer a loss of pay during negotiations. An exception of this will be when a third party is involved.

(ii) Right of Fair Representation

The Union shall have the right at any time to have the assistance of a CUPE National Representative when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

4.07 Leave of absence without pay for official union business may be granted by the Corporation to not more than four (4) union delegates upon written request made to the Corporation. Such leaves of absence shall be arranged so as not to interfere with Corporation operations.

The Corporation shall bill the Union for the employee's regular wages and benefits, including pension contributions.

The Corporation shall bill the Union for the overtime premium paid to the replacement if applicable. The Corporation will provide the Union with the name of the replacement and a copy of the daily roster to identify the overtime premium paid.

For clarity, the Corporation shall continue to pay the employee's wages and benefits including pension contributions, during the absence and the Union will reimburse the Corporation for such wages and benefits including pension contributions.

4.08 Labour Management meetings shall be held on an as needed basis and agreed to by the parties. Items of concern shall be provided to the parties two (2) weeks in advance of the meeting.

The parties further agree that grievances will not be discussed at Labour Management meetings.

4.09 All correspondence between the Union and the Employer shall pass between the local Union's recording secretary and the Human Resources Department with copies to the Local President. The Employer will use its best efforts to provide such correspondence in a timely fashion.

ARTICLE 5 - GRIEVANCE PROCEDURES

- 5.01 The term "grievance" as used in this agreement shall be defined as meaning any difference or dispute between the Corporation and the Union or its members concerning interpretation and application of the terms of this agreement.
- 5.02 In order to provide for the prompt and orderly settlement of grievances, it is agreed by the parties hereto, that all grievances shall be processed in accordance with the following procedure:

COMPLAINT STEP

An employee who considers he/she has a grievance, shall first discuss it with his/her immediate supervisor. Failing a satisfactory response from his/her supervisor, within two (2) working days, excluding weekends and holidays, or agreed to extension, the grievor shall proceed to Step I. Any decision reached at this step will be without precedent or prejudice.

Step I An employee who considers he/she has a grievance shall submit his/her grievance in writing to his/her immediate supervisor. A grievance that is not submitted at the complaint stage within ten (10) working days, excluding weekends and holidays, of its occurrence will not be considered by the Union or the Employer. If a case of sickness, vacation or compensable injury extends the period of ten (10) working days, excluding weekends and holidays, a grievance will be considered providing it is submitted three (3) working days, excluding weekends and holidays from the date of return to work. If the employee so elects, he may be accompanied by his Union representative in this presentation of the grievance. The Supervisor shall render his decision in writing, within three (3) working days, excluding weekends and holidays, following the day on which the grievance was discussed with him. If this decision is not satisfactory to the employee or the Union, the grievance may be processed to Step II.

Step II The Union Grievance Committee shall submit the grievance in writing within ten (10) working days, excluding weekends and holidays, following the answer or lack of answer from Step I. The Committee shall, within five (5) working days, excluding weekends and holidays, of the receipt of the grievance by the Manager, meet with the Manager in an attempt to resolve the grievance. Failing a settlement within three (3) working days, excluding weekends and holidays, of the meeting, the Manager shall render a decision in writing to the Committee. If this decision is not satisfactory to the employee, or the Union, the grievance may be processed to Step III.

Step III The Union Grievance Committee shall submit, to the Human Resources Department, the grievance in writing within five (5) working days, excluding weekends and holidays, following the answer or lack of answer from Step II. The C.A.O. or his designate shall, within ten (10) working days, excluding weekends and holidays, of receipt of the grievance, arrange a meeting with the Grievance Committee, who may be accompanied by the National Representative.

The C.A.O., or his designate, shall within ten (10) working days, excluding weekends and holidays, from the date of the grievance hearing, render his decision in writing to the Chairperson of the Grievance Committee. If this decision is not satisfactory to the Union, the grievance may be referred to arbitration by either

party. Such referral shall be made within ten (10) working days excluding weekends and holidays.

- 5.03 Any difference arising between the Corporation and Union relating to the violation, interpretation or application of the Agreement including claim of wrongful or unjust discharge or suspension shall be processed, by either party, under provision of the Article, but shall be initiated at Step III.
- 5.04 Any period of time mentioned in this Article may be extended by mutual agreement between the Union and the Corporation.
- 5.05 a) The Board of Arbitration will be composed of one (1) member appointed by The Corporation, one (1) member appointed by the Union and a third member who shall be chosen by the two (2) members and who will serve as Chairperson of the Board. The Corporation and the Union shall each, within ten (10) working days from the date of notice of arbitration, appoint its member to the Board and forthwith shall give notice of such appointment to the other party. Should the Corporation appointee and Union appointee fail to agree on a third member within ten (10) working days, then they will notify the Minister of Labour of the Province of Ontario and request him to appoint a qualified person to act as Chairperson. The Board of Arbitration shall convene and render a decision as promptly as possible. The decision of the Board or a majority thereof shall be final and binding on both parties.
- b) Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- 5.06 In cases of disciplinary measures, an Arbitration Board shall have the right to uphold, annul or modify the measures imposed.
- 5.07 In all cases, an Arbitration Board shall not have the authority to amend, add or delete to or from the provisions of the agreement.
- 5.08 Each of the parties of this Agreement will bear the expense of its appointee to the Board of Arbitration and expenses of the Chairperson will be shared equally by the Corporation and the Union.
- 5.09 All individual grievances shall be signed by the grieving employee and all union grievances shall be signed by the Chief Steward or designate.
- 5.10 All grievances shall clearly state the Article and Clause of the Collective Agreement that is alleged to be violated and be accompanied by a brief description as to how such Article and Clause was violated.
- 5.11 All grievances shall clearly state the redress being sought.

ARTICLE 6 – DISCIPLINE

- 6.01 Whenever the Corporation deems it necessary to warn an employee, who has completed the probationary period, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Corporation shall, within ten (10) working days thereafter, give written particulars of such warnings to the employee involved, with a copy to the Union.
- 6.02 Where the Employer intends to discipline an employee; that employee may, at his/her discretion, have the accompaniment of a Steward or Union Officer at any meeting called for this purpose. It shall be the Employer's responsibility to advise the Employee of his right to Union representation.
- 6.03 In matters of discipline, the Employer shall not be entitled to consider disciplinary measures after a period of eighteen (18) months, provided that no other offence has occurred during that period.

ARTICLE 7 - RATES OF PAY

- 7.01 (a) Hourly rates of employees covered by this agreement shall be in accordance with the wage schedule which is attached hereto and is made a part hereof.
- (b) An employee who is promoted shall be paid from the first working day, that hourly rate in the new range, which is next higher to the current hourly rate.
- 7.02 All employees shall receive wage increases in accordance with the salary schedule at Appendix A.
- 7.03 There shall be no downgrading of jobs during the term of this agreement.
- 7.04 Any employee, replacing another employee in a higher classification, shall be paid from the first working day, that hourly rate in the new range which is next higher to their current hourly rate.
- 7.05 An employee, who is called upon to work temporarily in a job of lower classification than their permanent occupation, shall continue to receive their same hourly rate. This Clause is not applicable in circumstances of work accommodation.
- 7.06 In all cases where substantial changes occur to the duties of a position, the incumbent employee or the Union may request a re-evaluation of the position. Such re-evaluation, if warranted, will be performed using the job evaluation tool used by the parties for Pay Equity purposes. The Corporation shall notify the Union of the request and the results of the re-evaluation. If no agreement can be reached, the matter may be referred to the grievance and arbitration procedure.

- 7.07 In the case of newly created or newly included positions, the Corporation will establish an hourly rate range, for the position using the job evaluation tool referred to in Article 7.06. Any subsequent dispute relating to this rating shall be resolved through the grievance and arbitration procedures.

ARTICLE 8 - HOURS OF WORK

- 8.01 Employees shall work an average of forty (40) hours per week.
- 8.02 Schedule of Hours of Work for Casual Part Time Paramedics, where possible, shall be equalized based upon the availability of the individuals.

Notwithstanding the above, a list of casual part time paramedics will be maintained which will rank these employees in descending order based on hours of service. This list will be employed to establish an order of preference amongst casual part time paramedics for assignment to replace full time paramedics on the occasion of an extended, uninterrupted absence. Applicants for these temporary vacancies will be offered the position in descending order of service. Once a temporary assignment is accepted, it must be completed before the employee is eligible to apply to fill any other temporary vacancy. Service ranking for this purpose will be established as of the end of the pay period immediately preceding the posting of the temporary vacancy.

8.03 a) **Shift Schedules**

Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance, he or she shall be paid time and one-half (1½) for the entire hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the Department's control.

b) Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1½) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with the Overtime Article or the Call Back Article.

c) **Applicable to Casual Part-Time Paramedics only:**

- i) Scheduling the commencement of a shift within eight (8) hours of the completion of the employee's previous scheduled shift will not occur.
- ii) If, however, an employee is scheduled to report on a second shift less than eight (8) hours after finishing the first shift, due to shift extension incurred in the initial shift, the employee shall be granted a rest period of no less than eight (8) hours before the resumption of work.

- iii) The employee will be paid at their regular rate of pay, for any scheduled hours not worked due to the circumstances described above in (ii).
 - d) A shift may be changed without any premium or penalty if agreed upon between the employee and the City.
- 8.04 Where possible, full time Paramedics shall be assigned to a “home base” and scheduled from that base. However, it may be necessary from time to time to transfer Paramedics, on occasion, to other “bases” for various reasons (i.e. training, skill maintenance, etc.) Part time casual Paramedics shall not be assigned to a “home base” and shall be scheduled as per the requirements.
- 8.05 Exchange Shifts
- 1. Shift exchanges can occur only once other leaves have been denied;
 - 2. Employees may participate in a maximum of three (3) shift exchanges per pay period;
 - 3. Shift exchanges must occur within a single pay period;
 - 4. No one who is specifically required to be at work may exchange a shift, for example, if there is a meeting, training, etc.;
 - 5. Shift exchanging with a shift that has already been exchanged is prohibited;
 - 6. These exchanges will not incur any overtime pay other than shift over run, if applicable.

ARTICLE 9 - OVERTIME

9.01 The Corporation will attempt to keep overtime at a minimum. If conditions arise necessitating overtime, employees shall cooperate with the Corporation.

9.02 The overtime rate shall be one and one-half (1½) times the normal hourly rate and shall be paid for all time worked beyond normal working hours.

Payment will be based on final time at base (T8) plus fifteen (15) minutes or actual time worked with an explanatory note if greater.

Management reserves the right to verify final time at base (T8).

If a Paramedic chooses to respond to a call prior to the commencement of their scheduled shift, overtime rates will apply. Payment will be based on actual time worked or fifteen (15) minutes, whichever is greater.

9.03 (a) An employee who is called in outside of his normal hours of work, shall receive a minimum of three (3) hours at the regular rate or the overtime rate, whichever is greater.

- (b) Stand-By Time
Stand-By Time is a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (i) Immediately available to receive a call to return to work and,
 - (ii) Immediately available to return to the workplace.

Where an employee is required to be stand-by, he or she shall receive \$2.50 per hour for all hours that he or she is required to be stand-by.

9.04 Overtime shall be distributed as equitably as possible among qualified employees.

9.05 An employee may be entitled to take time off in lieu of employer's approved overtime at a rate equivalent to that listed in Article 8.01. Such time off in lieu shall be at the discretion of the Manager and shall be subject to operational requirements. Such time off shall not be unreasonably withheld. Total accumulation in a calendar year shall not exceed two (2x) times an employee's regular work week and must be used by December 15th of each year.

ARTICLE 10 - SHIFT DIFFERENTIAL

10.01(a) A paramedic shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty (50%) percent of the hours worked fall within this period, the one dollar (\$1.00) per hour premium shall be paid for all hours worked.

ARTICLE 11 - SENIORITY

11.01(a) Seniority shall mean length of continuous service in the Bargaining Unit.

- (b) In the case of two (2) or more employees having the same seniority date, the employee's rank on the seniority list shall be based on their date of **full-time** commencement of employment.

Should two (2) or more employees have the same seniority date and date of full-time commencement of employment, their relevant position on the seniority list shall be determined by "pulling straws".

The act of "pulling straws" shall be done buy the President of CUPE Local 5734 in the presence of a Human Resources Department designate.

11.02 All newly hired employees shall not be deemed to have any seniority until they have been continuously employed by the Corporation for two thousand and eighty hours (2080) regular working hours or a calendar year whichever comes first. During this period, such employees shall be considered as being on probation and their employment may be terminated by the Corporation at any time without recourse to the grievance procedure. Upon completion of the probationary period, seniority shall be dated from the date of commencement of the probation.

Notwithstanding the above, casual/part time paramedics will not be deemed to have any seniority until they acquire full time status.

** It is understood all current employees have completed their probation, this is a go forward.

11.03 An employee shall lose all seniority rights for any one of the following reasons:

- a) Voluntary resignation;
- b) Failure to return to work after layoff within five (5) working days after being recalled by Registered Mail, return receipt requested unless due to sickness or accident. The Corporation can require substantiating proof of illness or accident;
- c) Discharge for cause, if such discharge is upheld;
- d) Failure to return from authorized leave of absence without reasons acceptable to the Corporation;
- e) Layoff for a continuous period of nine (9) months for employees with less than three (3) years seniority or forty-eight (48) months for employees with greater than three (3) years seniority.
- f) If an employee is absent for more than three (3) working days and does not report a case of sickness or accident during the period of absenteeism, or such absence cannot be justified.
- g) Does not return to the bargaining unit following a transfer outside of the bargaining unit as outlined in article 11.05.

11.04 An up-to-date seniority list, including City service, will be posted once a year on the anniversary date of the agreement, a copy to be supplied to the President of the Union. The notice will remain posted for at least five (5) working days and will include the employee's occupational title. A copy of all revisions, additions, or deletions will be supplied to the President at six (6) month intervals. All verified errors shall be corrected within thirty (30) days.

11.05 Employee Transfer and Seniority Outside the Bargaining Unit

- (a) Employees who are promoted to a permanent position out of the Bargaining Unit shall retain their seniority for a period of six (6) months. If during that six (6) month period, the employee is returned or returns to their former position, such time spent shall be considered as time in the Bargaining Unit. If an employee does not return to the Bargaining Unit within six (6) months, they shall forfeit their seniority as per article 11.03.
- (b) Employees who accept a temporary position out of the Bargaining Unit shall retain their seniority for a period of six (6) months. If during that six (6) month period, the employee is returned or returns to their former position, such time spent shall be

considered as time in the Bargaining Unit. If an employee does not return to the Bargaining Unit within the six (6) months, they shall forfeit their seniority as per article 11.03. An employee must spend an entire three (3) months within the Bargaining Unit prior to being awarded another temporary position under this Article.

- (c) The Employer will continue to deduct dues levied by the Union or its members.
- (d) Employees temporarily replacing in a management/non-union position shall not hire, fire, discipline or participate in the grievance procedure other than to act as a resource person.

ARTICLE 12 - PROMOTIONS, DEMOTIONS, LAYOFFS AND RECALLS

12.01(a) In all cases of promotions, layoffs, transfers, recalls, downgrading or abolition of a position, employees may exercise their seniority over an employee with lesser seniority. Seniority shall prevail, providing the employee possesses the required qualifications to fulfil the job.

(b) Union Notification

The City shall advise the Union, in writing, at least thirty (30) days in advance of all Bargaining Unit layoffs.

(c) Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step III of the Grievance Procedure.

12.02(a) Job Posting

When a vacant position exists inside the bargaining unit, the Corporation shall notify the Union in writing and send notice by e-mail to all members of Local 5734.

- (b) Notice of all permanent vacancies, or temporary vacancies relating to an extended, uninterrupted absence, shall be posted on the bulletin boards of the Corporation. This notice will include the job title and a brief description of the job duties, location, shift assignment and the range for the position. The length of the notice shall be for a minimum of seven (7) calendar days. Employees who make applications during this period, will be considered for the job and notified, in writing, of the final selection. The interested candidates shall submit an up-to-date resume of their experiences and basic qualifications related to the vacant position. Job descriptions will be available in Human Resources to applicants, at their request.

Such vacancies may be filled by the most senior, full-time applicant. Any subsequent vacancy created by the movement of this full-time employee will be filled, in the case of a temporary vacancy, pursuant to the application of Article 8.02. In the circumstance of a permanent vacancy being filled by a full-time employee, any subsequent vacancy will be filled at Management's discretion.

No liability for any premium pay will be occasioned by the conclusion of the temporary vacancy and the return of employees to their former position.

- (c) Employees, who are on vacation or leave of absence for any reason including sick leave, shall be allowed to submit application for the position, provided the application is received within two (2) working days of their return to work. However, where the vacancy was posted at least two (2) working days before the leave of absence, the employee is not eligible to apply on return to work.

In no case will an application be received later than three (3) weeks from the last date of posting. It will be the responsibility of the Union to notify members who were absent during the posting period. An application may be filed by another member on behalf of the vacationing member.

- 12.03 All permanent employees who are successful to a job posting as laid out in the Collective Agreement, shall serve a trial period of 360 working hours. If the employee proves successful, the employee shall be declared permanent at the end of this period. In the event the successful applicant proves unsatisfactory, after having received the necessary instruction to perform the function, in the position during the trial period, or if it is demonstrated that the employee cannot meet the requirements of the job or is unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or hourly rate, without loss of seniority. At no time will an employee be considered for a temporary promotion or transfer while serving a trial period unless by mutual consent. It is further agreed that in the event there are no qualified applicants with seniority, the employer will first consider trial employees before hiring from outside the bargaining unit. The Employer or the Employee shall not curtail the trial period without just cause.
- 12.04 At no time will an employee be considered for a promotion or transfer while serving a probationary period unless by mutual consent.
- 12.05 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards.

ARTICLE 13 - AUTOMATION

- 13.01 In cases where the installation of mechanical or electronic equipment will have an effect on the job status of the employees, the Corporation will notify the Union Committee three (3) months in advance of such installation.
- 13.02 Employees whose jobs are discontinued as a result of automation or major organizational change, may exercise their seniority rights over an employee with lesser seniority, provided they possess the ability and basic qualifications to perform the job. Employees who are awarded new positions in this manner, shall be given ninety (90) days of specific job skills training in which to prove satisfactory. Failure to do so shall terminate their tenure in that position.

ARTICLE 14 - VACATIONS

- 14.01 (a) For the purpose of determining vacation entitlement, the vacation year shall be from January 1 to December 31 of the current year.
- (b) Vacation pay for a week's vacation shall be based on an employee's current rate of pay, or two percent (2%) per week of the previous year's gross earnings, less taxable benefits, whichever is the greater.
- 14.02 An employee, who has not completed ten (10) months of service on December 31 of the current year, shall be entitled to eight (8) hours per month paid vacation to a maximum of eighty (80) hours.
- 14.03 An employee, who will have completed ten (10) months of service by December 31 of the current year, shall be entitled to eighty (80) hours of paid vacation.
- 14.04 An employee, who will have completed three (3) years of service by December 31 of the current year, shall be entitled to one hundred and twenty (120) hours of paid vacation.
- 14.05 An employee, who will have completed ten (10) years of service by December 31 of the current year, shall be entitled to one hundred and sixty (160) hours of paid vacation.
- 14.06 An employee, who will have completed seventeen (17) years of service by December 31 of the current year, shall be entitled to two hundred (200) hours of paid vacation.
- 14.07 An employee, who will have completed twenty-five (25) years of service by December 31 of the current year, shall be entitled to two hundred and forty (240) hours of paid vacation.
- 14.08 (a) The scheduling of vacations shall be based on the fact that during the peak vacation period of June 30 to September 1, consideration of service shall be related to only the first eighty (80) hours of vacation. Employees entitled to more than eighty (80) hours will normally take the balance outside this peak period.
- (b) Employees requesting vacation for the period February 1st to May 31st shall submit their request to the Supervisor by January 1st preceding. The employee shall be notified by January 15th if the vacation has been granted.
- (c) Employees requesting vacation for the period June 1st to September 30th shall submit their request to the Supervisor by May 1st preceding. The employee shall be notified by May 15th if the vacation has been granted.
- (d) Employees requesting vacation for the period October 1st to January 31st shall submit their request to the Supervisor by September 1st preceding. The employee shall be notified by September 15th if the vacation has been granted.

- (e) When there are conflicting requests for vacation, the Paramedic with the highest seniority shall be entitled to his/her vacation preference.
 - (f) An employee who submits a request later than the specified deadline date, for the vacation periods mentioned in Articles 14.08(b) and (c), will be granted such a request subject to operational requirements. These requests, for one or more days, will be granted on a "first come, first served basis." Response to the request will be provided at least two (2) weeks prior to the commencement of such request.
- 14.09 (a) Once vacation schedules have been approved, an employee, who desires to change his vacation, shall not be permitted to do so if the requested new vacation period conflicts with that of another employee who has less seniority with the Corporation, unless by mutual consent.
- (b) An employee may cancel their vacation if they have not been awarded the entire block or sequence of days requested.
- 14.10 In the event that a holiday named in Article 15 of this agreement occurs during an employee's vacation period, such employee will receive an additional day's vacation at a time mutually arranged between the Supervisor and the employee.
- 14.11 An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation, shall be entitled to a proportionate payment in lieu of any unused earned vacation.
- 14.12 In the event of a death of a family member as described in Article 16, while an employee is on vacation, employees shall be entitled to bereavement leave without loss of vacation entitlement. Vacation entitlement so displaced shall be rescheduled at a time mutually agreed.
- 14.13 Employees may request permission to carryover a maximum of eighty (80) hours vacation from year to year. In the event such a request is granted, which shall not be unreasonably withheld, the vacation which is carried over will be paid out at the rate at which it was originally earned.
- 14.14 When an employee's scheduled vacation is interrupted by a serious illness, that would under normal circumstances result in a minimum three (3) day absence or results in an hospital admission and confirmed by a medical certificate, the period of such illness shall be considered as sick leave. The portion of the employee's vacation which is deemed to be sick leave, under the above provision, will not be counted against the employee's vacation credits.

ARTICLE 15 - HOLIDAYS

15.01 The Corporation recognizes the following paid holidays for all employees:

- | | |
|----------------|---------------|
| New Year's Day | Family Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day |
| Civic Holiday | Labour Day |

Thanksgiving Day Remembrance Day
Christmas Day Boxing Day

In lieu of the last half of an employee's last regularly scheduled shift prior to New Year's Day and the last half of an employee's last regularly scheduled shift prior to Christmas Day, an employee shall be entitled to one (1) eight (8) hour Floating Holiday per calendar year, to be arranged by mutual agreement between the employee and his supervisor.

Declared holidays by either Federal, Provincial or Municipal Governments will constitute a holiday for purpose of this agreement.

Employees scheduled to work for any period of time on any of the statutory holidays listed above will receive:

- a) premium time at the rate of time and one-half, and
- b) paid straight-time-in-lieu,

for each hour worked during the calendar day upon which the statutory holiday occurred.

At the employee's option, time-in-lieu may be either paid out in cash or banked at the rate of pay in effect at the time it was earned.

Banked time may be requested by the employee to be taken as paid time off, subject to operational requirements.

Banked time will not be allowed to be carried over from one calendar year to another but will be cashed-out at the end of each calendar year.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 (a) On the occasion of the death of a spouse, including common-law spouse as defined herein, father, mother, child, or step-child, brother, sister, father-in-law, mother-in-law, an employee shall be granted four (4) consecutive working days leave with pay.

A common-law spouse shall be a person who is cohabitating with the employee for a period of not less than one (1) year and provided the name of such common-law spouse was filed with the Employer for recognition as the employee's common-law spouse.

- (b) On the occasion of the death of a grandparent, uncle, aunt, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, a grandparent of the spouse, the employee shall be granted one working day's leave with pay.
- (c) On the occasion of the death of a niece or nephew, the employee shall be granted 1 day leave with pay to attend the funeral.

16.02 In the event of spring interment, employees shall be granted the day to attend the interment.

16.03 Pregnancy and Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a pregnancy or parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in sub-section (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to their former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee who is on pregnancy or parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy or parental benefits pursuant to Section 22 or 23 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of her or his weekly Employment insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period and receipt by the Employer of the employee's Employment insurance cheque stub as proof that she or he is in receipt of Employment Insurance pregnancy or parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The parties agree that the total supplemental employment benefit paid by the Employer to an employee who chooses to receive parental leave Employment Insurance benefits over a period of sixty-one (61) weeks shall not exceed the amount the employee would have received had the employee chosen to receive such benefits over a period of thirty-five (35) weeks.

The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours.

The normal weekly hours for a part-time employee shall be calculated by using the same time period used to calculation of the Employment Insurance benefit.

16.04 Upon request, the Corporation may grant, at its discretion, which shall not be unreasonably withheld, a leave of absence without pay. Such leave shall not be granted for the purpose of engaging in other employment for wages or salary. During any approved period of leave, benefits, including vacation leave, statutory holidays, bereavement leave and all other benefits, shall be suspended or adjusted on the basis of the period of leave. An employee shall have the opportunity of continuing medical and insurance coverage provided the employee prearranges the compensation to the Corporation for the entire premium cost.

16.05 Education Leave

The Employer agrees that it is to the mutual benefit of the Employer and the Employee to improve the educational standards of the workforce.

An Employee requiring time off to write exams resulting from the Training and Development Policy shall not suffer a loss of seniority, pay or benefits.

16.06 Service Commitment and Training

As a condition of receiving ACP Training, a full-time employee who successfully completes such training shall not terminate his full-time employment with the Employer for the three (3) year period subsequent to the completion of the training. In the event that such employee terminates his full-time employment for any reason, it is agreed that the employee shall immediately repay the Employer for the cost of the tuition previously paid by the Employer, prorated on the basis of that portion of the three-year period not served and that such tuition repayment will be a debt owed by the employee to the Employer. Further, the Union agrees that the Employer may withhold the amount of such debt from all wages owed to the employee upon his termination date.

16.07 Leave of Absence without pay for official union business such as conventions and seminars shall be granted by the Corporation to not more than two (2) union delegates upon written request made to the Corporation at least two (2) full working days prior to the commencement of said leave. Such Leave of Absence shall be subject to operational requirements. Such Leave of Absence shall not be unreasonably denied.

16.08 Subject to any operational requirements, upon their return to work from any Leave of Absence, the Employer shall reinstate the Employee to their former shift assignment.

16.09 (a) Full Time Position with the Union

Upon application by the Union, in writing, the Corporation shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

(b) Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall not accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

(c) The employee shall notify the Corporation of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties, at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

ARTICLE 17 - GROUP SECURITY

17.01 All eligible employees shall have the opportunity of enrolling in the following group medical and hospitalization:

Major Medical Plan

- Drug formulary equivalent to O.D.B. Plan reimbursed at 90%;
- All other drugs reimbursed at 80%;
- In all cases, generic substitution shall be mandatory unless specific medical contraindications cited as basis for "no substitution", in which case reimbursement shall be at 90%;
- In any event, coverage only applies to those drugs which require a written prescription in order to be dispensed.
- Effective October 1, 2015, all eligible employees will receive a 'drug card' from the Health Care benefits provider.

Semi-Private Insurance

Vision Care - \$400.00 every 24 months

Dental Plan

Recall examinations every (9) months for adults over the age of eighteen (18) years. Children under the age of eighteen (18) years, every six (6) months.

O.D.A. Fee Schedule with a one-year lag in the O.D.A. Fee Schedule each year thereafter (effective one month from date of signing) including:

Orthodontal - \$2,500 lifetime, maximum 50/50 benefit sharing.

Major Restorative - Coverage of 75% to a maximum of \$2,000 yearly.

The Corporation shall absorb the premium costs of the above plans.

17.02 The present Group Life Insurance Plan, or equivalent shall remain in effect and shall be available to all eligible employees.

The Corporation shall absorb the Premium cost of the Plan. However, the above Plan shall be amended by increasing the employee's coverage to one and one-half times (1½) the Employee's annual salary. The Employer and the Union may decide to change the dependent coverage. With a minimum of ten (10) years service, the Employer shall supply upon retirement, a paid-up policy of \$12,500.00

17.03 The present Ontario Municipal Employees' Retirement System Plan and its provisions shall remain in effect for the duration of this agreement.

17.04 The Corporation agrees to continue to provide the benefits outlined in Article 17.01(a)(b)(c) and (d) to employees with a minimum of ten (10) years service who are

eligible to retire with an OMERS Pension, and their spouses, until the sixty-fifth anniversary (65th) of the employee's birth.

17.05 For greater clarity, the benefits provided under this Article shall be as described in the Employee Booklets, and as amended from time-to-time.

17.06 EMPLOYMENT INSURANCE REBATE

The Short-Term Sick Leave Plan shall be registered with Human Resources Development Canada. The employees' share of the employer's Employment Insurance Premium will be retained by the City towards offsetting the cost of the benefit improvements contained in this Agreement.

ARTICLE 18 - SICK LEAVE

18.01 Employees shall be entitled to a total of one hundred and forty-four (144) paid personal leave hours per year, commencing on January 1 of each year and ending on December 31 of the same year ("Personal Leave year"). Employees not actively at work on January 1 of the Personal Leave year shall be entitled to a pro-rated number of personal leave hours based on the date they return to active employment in the relevant Personal Leave year.

Personal leave hours may be taken for any reason as one (1) or two (2) consecutive working days. An employee must receive approval from the City prior to taking three (3) or more consecutive working days that are not due to illness or non-occupational injury.

Any personal leave hours that an employee has not used on December 31 will be paid out at fifty (50%) percent on the employee's next pay cheque.

18.02 Employees shall be entitled to seventy-two (72) hours to be used for calling in RED.

18.03 Employees, who are unable to report for work because of sickness or any other reason, shall notify their Supervisor, or next most appropriate person, at least four (4) hours prior to their normal starting time. The Supervisor, or next most appropriate person, shall be informed as to the approximate date of return, and if the absence surpasses this date, further notification shall be made.

18.04 The Corporation will provide the employees with a weekly indemnity program, payable to the employees who are unable to report to work because of illness, which shall provide seventy-five percent (75%) of the weekly salary from the first day of hospitalization, surgery or after the third (3) consecutive day of missed work due to an illness or non-occupational injury, regardless of the number of personal leave hours the employee has available, for a period of seventeen (17) weeks.

18.05 Employees shall be entitled to required time off for the purpose of attending a Doctor or hospital appointment. Such appointment shall not include insurance medicals or a normal medical check-up. The allotted time for the approved appointments shall be deducted from personal leave hours.

- 18.06 Employees shall be covered by a private carrier, Long Term Disability Plan, as outlined in the employee booklets, that provides for seventy-five percent (75%) of the employee's salary. The premium cost of this benefit shall be absorbed by the City.
- 18.07 a) An employee unable, as a consequence of a work-related injury or illness which has been recognized by the Workplace Safety & Insurance Board, to perform his/her regular duties, will be provided with alternate suitable employment if such is available, and provided such employee does not displace another employee. An employee being accommodated in this circumstance will be paid 100% of his/her regular hourly rate for all such hours worked.
- b) An employee unable, as a consequence of a non-work-related illness or injury, to perform his/her regular duties will be accommodated as per (a) above but will be paid 90% of his/her regular hourly rate for all such hours worked.
- 18.08 Older Worker Provision
An employee, who through advancing years, is unable to perform his normal duties, may be provided with alternate suitable employment if such is available, and provided such employee does not displace another employee.
- 18.09 Subject to any operational requirements, upon their return to work from any Sick Leave of Absence, the Employer shall reinstate the Employee to their former shift assignment.

ARTICLE 19 - GENERAL

19.01 Boots

- A) The employer agrees to reimburse full-time paramedics an amount up to one hundred and fifty dollars (\$150.00) as needed, according to the following process:
- I. Employees will bring their existing boots to be approved for replacement by the employer;
 - II. Upon approval, the employee shall purchase a new pair of boots that meet the requirements of the Employer;
 - III. The employee shall submit the receipt for the new boots and the Employer shall reimburse an amount of up to one hundred and fifty dollars (\$150.00).
- B) Temporary employees who are required to wear safety footwear shall be paid a prorated amount of this allowance, based on the number of hours worked over the year. At no time will the amount exceed ninety dollars (\$90.00). This amount will be paid on the last pay of the year.

19.02 Employees authorized to use their cars on legitimate business, shall be paid the approved Corporate rate per kilometer as per the Corporation of The City of Cornwall's "Officials and Employees Travel/Business Expenses" policy.

If the Corporation should decide to provide vehicles, affected employees shall be given a minimum of six (6) months advance notice. Employees who are not presently required to use private vehicles, shall not be required to do so, without mutual consent.

19.03 Meal Allowance

- (a) An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to eleven dollars (\$11.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.
- (b) In addition, employees who are taking their assigned meal break and have that break interrupted by a call, shall be reimbursed, upon presentation of a receipt in a form acceptable to management, an amount up to \$11.00.
- (c) An employee will be assigned an eating period of at least 30 minutes at intervals that will result in the employee working no more than five consecutive hours without an eating period. Eating periods are to be provided in respect to the employee's shift.
- (d) If an assigned meal break is interrupted by a call, regardless of the time already taken, an employee will be entitled to restart an uninterrupted period of thirty (30) minutes, where feasible upon operational requirements.

19.04 Uniforms

The current practice relating to the supply and maintenance of uniforms shall continue during the term of this collective agreement.

19.05 In Lieu of Employee Benefits - Part Time Employees

Casual Part Time Employees shall be paid ten percent (10%) in lieu of employee benefits and vacations with the understanding that such percentage is not to be utilized for the calculation of overtime premiums.

19.06 An employee shall have the right, not more than once every three (3) months during normal office hours, to have access to and review his personnel file and shall have the right to respond in writing to any document therein that has arisen subsequent to ratification of this agreement, and such reply shall become part of the permanent record.

ARTICLE 20 - BULLETIN BOARDS

20.01 The Corporation shall provide bulletin boards in appropriate locations for the posting of notices, provided that the use of such notice boards shall be restricted to posting of notices regarding the business affairs, meeting and social events of the Union, and

provided that all such notices have been approved by the Corporation. Such approval shall not be unreasonably withheld.

ARTICLE 21 - SALARY ADMINISTRATION

21.01 All hourly rates, as provided for in this Agreement, shall be retroactive to the first day of the first pay period following the expiration of the last collective agreement.

ARTICLE 22 - TERM

The Collective Agreement will run from October 1, 2016 to September 30, 2021 and shall remain in effect thereafter unless either party of this agreement shall, not more than sixty (60) days nor less than thirty (30) days prior to the expiration date, file notice in writing to the other party of changes proposed. Whereupon the parties shall negotiate a new agreement with respect to the proposed changes. The term of this agreement shall remain in effect during negotiations of a new agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their duly authorized representatives on

This day of , 2018.

FOR THE UNION

FOR THE CORPORATION

SALARY SCHEDULE – EFFECTIVE OCTOBER 1, 2016
AMBULANCE SERVICES FULL-TIME PARAMEDICS

DESCRIPTION	HRLY RATE
PCP PARAMEDIC - START	33.85
PCP PARAMEDIC - 12 MONTHS	34.91
PCP PARAMEDIC - 24 MONTHS	35.95
ACP PARAMEDIC - START	36.22
ACP PARAMEDIC - 12 MONTHS	37.36
ACP PARAMEDIC - 24 MONTHS	38.47

SALARY SCHEDULE – EFFECTIVE OCTOBER 1, 2017
AMBULANCE SERVICES FULL-TIME PARAMEDICS

DESCRIPTION	HRLY RATE
PCP PARAMEDIC - START	34.48
PCP PARAMEDIC - 12 MONTHS	35.56
PCP PARAMEDIC - 24 MONTHS	36.62
ACP PARAMEDIC - START	36.89
ACP PARAMEDIC - 12 MONTHS	38.05
ACP PARAMEDIC - 24 MONTHS	39.18

SALARY SCHEDULE – EFFECTIVE JUNE 12, 2018
AMBULANCE SERVICES FULL-TIME PARAMEDICS

DESCRIPTION	HRLY RATE
PCP PARAMEDIC - START	35.23
PCP PARAMEDIC - 12 MONTHS	36.31
PCP PARAMEDIC - 24 MONTHS	37.37
ACP PARAMEDIC - START	37.70
ACP PARAMEDIC - 12 MONTHS	38.85
ACP PARAMEDIC - 24 MONTHS	39.98

Effective date of ratification an additional .75 cents shall be added to the wage rate across all classifications.

SALARY SCHEDULE – EFFECTIVE OCTOBER 1, 2018
AMBULANCE SERVICES FULL-TIME PARAMEDICS

DESCRIPTION	HRLY RATE
PCP PARAMEDIC - START	35.88
PCP PARAMEDIC - 12 MONTHS	36.98
PCP PARAMEDIC - 24 MONTHS	38.06
ACP PARAMEDIC - START	38.39
ACP PARAMEDIC - 12 MONTHS	39.57
ACP PARAMEDIC - 24 MONTHS	40.72

SALARY SCHEDULE – EFFECTIVE OCTOBER 1, 2019
AMBULANCE SERVICES FULL-TIME PARAMEDICS

DESCRIPTION	HRLY RATE
PCP PARAMEDIC - START	36.56
PCP PARAMEDIC - 12 MONTHS	37.68
PCP PARAMEDIC - 24 MONTHS	38.78
ACP PARAMEDIC - START	39.12
ACP PARAMEDIC - 12 MONTHS	40.32
ACP PARAMEDIC - 24 MONTHS	41.50

SALARY SCHEDULE – EFFECTIVE OCTOBER 1, 2020
AMBULANCE SERVICES FULL-TIME PARAMEDICS

DESCRIPTION	HRLY RATE
PCP PARAMEDIC - START	37.26
PCP PARAMEDIC - 12 MONTHS	38.40
PCP PARAMEDIC - 24 MONTHS	39.52
ACP PARAMEDIC - START	39.87
ACP PARAMEDIC - 12 MONTHS	41.09
ACP PARAMEDIC - 24 MONTHS	42.29

LETTER OF INTENT

Between

THE CORPORATION OF THE CITY OF CORNWALL

and

C.U.P.E. LOCAL 5734

MANAGEMENT/NON-UNION POSITIONS

The parties agree that employees temporarily replacing in a management/non-union position shall not hire, fire, discipline, or participate in the grievance procedure other than to act as a resource person.

Dated this day of , 2018

FOR THE UNION

FOR THE CORPORATION

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CORNWALL

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND

LOCAL 5734

JOB SHARING

This agreement covers the term and conditions for the job sharing positions within the bargaining unit. Should there be a discrepancy between this agreement and the Collective Agreement, this agreement takes precedence over the terms and conditions of the Collective Agreement for job sharing employees only.

Job sharing differs from the traditional view of part-time work which is one part-time employee performing the duties of one part-time position. Job sharing is a regular, ongoing arrangement between two employees and their Employer and their Union to share the responsibilities of one full-time position. All applicable collective agreement rights apply at half of the prescribed rates of compensation. The hourly rate will not be affected by this agreement.

The parties agree that job sharing will be introduced on a one-year trial basis. At the end of the one-year period, the program will be reviewed and either cancelled or revised if necessary. This agreement may be terminated with either party giving the other party a minimum of thirty (30) days notice in writing. Should this agreement be terminated by either party, employees involved in job sharing arrangements shall return to their regular full-time position.

When two (2) full-time paramedics wish to share a job, the following conditions will apply as an example to illustrate the concept of two people sharing all benefits related to one full time job:

- a) Each job sharing arrangement will replace one full-time bargaining unit position. Two full-time employees will equally fill the position.
- b) A request for a job sharing arrangement by two regular full-time employees who have completed their probationary periods shall be made in writing to the Manager with a copy to the employee's supervisor and the Union. The application may not be less than two months and no longer than one year. The start and end of each term will coincide with the start and end of pay periods.

Letter of Understanding, Job Sharing, continued

- c) All job share arrangements require the approval of management. The parties realize that not all employees may be able to participate in the job sharing program because of operational needs. As a result the parties agree no grievances will be filed on management's decision of approval.
- d) Job sharing will consist of sharing 160 hours a month equally. Each person in a job share must work 80 hours as either worked hours or approved leave. Job sharing will not result in split shifts.
- e) Service and performance benchmarks will accrue based upon actual hours worked (including approved paid leave) during the job sharing period. Attendance thresholds will be set at half the established threshold for non job sharing paramedics.
- f) Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job share period.
- g) If either of the job sharers terminates the job sharing arrangement by either accepting another full-time position or terminating employment, the job share agreement is deemed to be terminated for both unless (h) applies.
- h) If the remaining job sharer wishes to continue the job sharing arrangement, the job sharer will have two months to find a new job sharing partner. During this two month period, the unoccupied job share hours will be assigned to casual part-time paramedics.
- i) Where Management cancels a job sharing arrangement, four weeks' notice will be given to the affected paramedics.
- j) Where the affected paramedics mutually agree to cancel a job sharing arrangement, four weeks' notice will be given to Management.
- k) The job sharers will be paid for hours worked, or approved paid leaves.
- l) Each job sharer will be paid half the applicable lieu time for each designated holiday. (Article 15)
- m) Each job sharer will be expected to maintain all qualifications required, and will share equally in the payment for attendance of service provided Continuing Medical Education at the rate of one full time equivalent for all off road CME training.
- n) Each job sharer will receive one-half of the vacation entitlement of a regular full-time employee according to their length of service as prescribed by the current collective agreement. (Article 14) Payment rates for vacation leave will be determined as described.

Letter of Understanding, Job Sharing, continued

- o) Sick benefits will be paid in accordance to the collective agreement at half the prescribed rate. (Article 18) For example, 80 hours of sick time once an employee has one complete year of service as compared with 160 hours for a non job sharing paramedic. Article 18.03 will be payable on the 42nd working day. Article 18.06 will allow 20 hours per job sharer to care for a child, parent or spouse.
- p) The benefit coverage, as described by the applicable group benefit plan, for a pair of job sharers will not exceed the cost of benefits for one regular full-time employee. The job sharers will compensate the Corporation for 50% of the applicable benefit costs for the duration of the job share arrangement.
- q) Pension contributions are elective in nature, for the portion of the pension contributions not made as a result of the reduced hours of work. If electing to continue to contribute to the maximum pension contribution, a job sharer will be responsible for the employee and employer's contribution.
- r) Overtime for job sharers will be considered as authorized hours worked in excess of the scheduled shift, or in excess of 80 hours per pay period.
- s) Uniform allowance will be equal to one full-time equivalent position shared equally between the two job sharers.
- t) In the event both job sharers agree to apply for a job vacancy described in Article 12.02, the average will be used to determine one seniority date for the team.
- u) Each job sharer will be entitled to half of the prescribed leave of absence in accordance with the collective agreement. (Death, spring internment)

SIGNED THIS DAY OF , 2018.

FOR THE UNION

FOR THE CORPORATION

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CORNWALL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND
LOCAL 5734

WHEREAS the parties recognize the need to run the operation efficiently, upon completion of an investigation, should the Corporation deem it necessary to impose discipline in the form of a suspension, the following may apply:

1. the employee shall be advised of the suspension as per the current Collective Agreement;
2. the letter of suspension shall be placed in the employee's personnel file;
3. the employee will not be removed from their assigned shifts under normal circumstances;
4. all disciplinary suspensions shall be with pay under normal circumstances;
5. the Union and employee may grieve the suspension as per the current Collective Agreement.
6. the Parties agree that normal circumstances are situations that are not defined in the *Occupational Health and Safety Act*;
7. the Parties agree that this Letter of Understanding will cease to exist on September 30, 2016.

SIGNED in Cornwall, Ontario this day of _____ 2018.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CORNWALL
(the "Employer")
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5734
(the "Union")

RE: Personal Hour Provisions and RED hours

- 1- The Parties agree that the new personal hour provisions contained at article 18.01 and the RED hours contained in article 18.02 shall come into effect January 1, 2019.
- 2- Prior to January 1, 2019 the sick leave provisions in the October 1, 2013 to September 31, 2016 collective agreement will continue until December 31, 2018.
- 3- The Parties agree that employees calling in RED shall call in to their Commander. The Commander shall not ask any questions and will advise the Employee that a Representative from the RED Committee will contact them.
- 4- The Parties agree the Union shall designate employees to be on the RED Committee as per their process.
- 5- The Parties agree the RED Committee shall create a process to contact and document their contact with an employee who calls in RED.
- 6- The Employer contact/support person for the RED Committee shall be Geoff Clarke or his designate. The designate shall not be part of the EMS Management team or EMS Support Staff.
- 7- The Parties agree that part-time employees shall be entitled to twenty-four (24) hours to be used for calling in RED.

SIGNED in Cornwall, Ontario this day of _____ 2018.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CORNWALL
(the “Employer”
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5734
(the “Union”)

LOU Part Time Availability

Casual Part-Time Availability

a) **Availability**

- i) A Casual Part-Time Paramedic hired after November 1, 2015 must provide at least 16 shifts of availability per calendar month. At least 8 shifts must be on the weekend, and at least 6 shifts on nights.
- ii) A Casual Part-time paramedic hired before November 1, 2015 must provide at least 6 shifts of availability per calendar month. At least 3 shifts must be on the weekend, and at least 2 shifts on nights.

b) **Holiday Availability**

- i) Holiday Availability is defined as:
 - December 24th, Night Shift
 - December 25th, Day Shift
 - December 25th, Night Shift
 - December 31st, Night Shift
 - January 1st, Day Shift
- ii) For these holiday shifts:
 - A Casual Part-Time paramedic hired after November 1, 2015 must be available for all the above holidays.
 - A Casual Part-time paramedic hired before November 1, 2015 must be available for 2 of the above holidays

c) **Availability Submissions**

- i) Casual Part-time paramedics will submit their availability in accordance with the following dates:
 - By January 2st for the period of February 1st to May 31st.

- By May 1st for the period of June 1st to September 30th.
 - By September 1st for the period of October 1st to January 31st.
- ii) If a shift has not already been assigned and availability changes subsequent to the original submission, it is the responsibility of the Casual Part-time paramedic to notify the employer of any changes at least 48 hours in Advance of the date(s) in question. Regardless of any changes, minimum monthly availability must be maintained.

d) Provisions

- i) Except for leaves provided for under the terms of the Collective Agreement or under applicable legislation, a Casual Part-time paramedic will maintain his/her availability throughout the calendar year. A Casual Part-time paramedic who fails to be available in accordance with this provision and who does so 3 times within an 18 month period shall be deemed to have resigned employment.
- ii) The weekend is defined as the period between Friday 06:00 and Monday 08:00.
- iii) Casual Part-time paramedics must make themselves available for all hours of either a day shift (defined as the period from 06:00 to 23:00) or a night shift (defined as the period between (18:00 to 08:00)

*article 14 will require amendments to align the availability of part time with the bid periods of full time employees.

*The union agrees to initiate letters of understanding to change availability criteria based on operational requirements.

SIGNED in Cornwall, Ontario this day of _____ 2018.

FOR THE UNION

FOR THE EMPLOYER

