

COLLECTIVE AGREEMENT

BETWEEN

**The Ontario Public Service Employees Union
(Hereinafter referred to as the Union)
And it's Local 303**

AND

**The Corporation of the County of Simcoe
Paramedic Services**

Duration: October 2, 2006 to December 31, 2009

Sector 1 - Ambulance

13971 (01)

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
ARTICLE 4 – CLASSIFICATIONS & DEFINITIONS	2
ARTICLE 5 - NO DISCRIMINATION	3
ARTICLE 6 - NO STRIKE/NO LOCKOUT.....	4
ARTICLE 7 - UNION SECURITY	4
ARTICLE 8 - REPRESENTATION AND COMMITTEES.....	5
ARTICLE 9 - ACCIDENT PREVENTION–JOINT HEALTH & SAFETY COMMITTEE	6
ARTICLE 10 - GRIEVANCE AND ARBITRATION.....	6
STEP 1	8
STEP 2	8
STEP 3	9
ARTICLE 11 - LETTERS OF REPRIMAND AND ACCESS TO RECORD	11
ARTICLE 12 -SENIORITY	11
ARTICLE 13 - LAYOFF AND RECALL.....	13
ARTICLE 14 -TECHNOLOGICAL CHANGE.....	15
ARTICLE 15 - HIRING, PROMOTIONS, TRANSFERS & STAFF CHANGES.....	15
ARTICLE 16 - LEAVES OF ABSENCE.....	17
ARTICLE 17 - HOURS OF WORK AND OVERTIME	21
ARTICLE 18 - BANKED TIME.....	22
ARTICLE 19 - CALL-BACK	23
ARTICLE 20 - PAID HOLIDAYS.....	23
ARTICLE 21 – VACATIONS.....	24
ARTICLE 22 - HEALTH AND WELFARE BENEFITS	26
ARTICLE 23 - MISCELLANEOUS	28
ARTICLE 24 - ALLOWANCES.....	30
ARTICLE 25 – WAGES	31
ARTICLE 26 - DURATION AND RENEWAL	32
ARTICLE 27 – CONDITIONS OF EMPLOYMENT	32
APPENDIX A - WAGES AND SHIFT PREMIUM	34
APPENDIX B	35
ACP LETTER OF UNDERSTANDING.....	35
APPENDIX C	37
ESSENTIAL SERVICES AGREEMENT.....	37
LETTER OF UNDERSTANDING	42
LETTER OF UNDERSTANDING: UNION STEWARDS.....	43
EARNED DEFERRED LEAVE POLICY.....	44

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all paramedic employees of the Corporation of the County of Simcoe save and except managers, supervisors and persons above the rank of supervisor. Non bargaining unit personnel shall not perform bargaining unit work unless there is a critical operational requirement for which no bargaining unit employee is readily available.
- 2.02 The Employer agrees that new employees in the bargaining unit shall be given a copy of the Collective Agreement. Any steward who is on duty at the same ambulance (station) location at the time shall be allowed thirty (30) minutes to familiarize any new employee with the local Union structure. However, should the Employer decide to conduct a group orientation of new employees, the Union shall be allowed thirty (30) minutes for such familiarization with the local Union structure. Such time for familiarization shall be subject to the operational needs of the Employer, and to be clear, each new employee will only be entitled to one or the other of the familiarization periods described above.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order and efficiency;
 - (b) Hire, promote, classify, assign, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided hereinafter;
 - (c) Make, enforce and alter, from time to time, rules, regulations, policies and procedures to be observed by the employees provided the Union is provided with a copy of such new rules, regulations and policies prior to implementation.

- (d) Operate and manage its operations in accordance with its commitments, responsibilities and legislative requirements; decide on the number of employees needed in any classification; determine the location of its operations; relocate its employees to any such location in accordance with the terms of the collective agreement; decide on the method, process and means of operation.

3.02 Without limiting the generality of the foregoing provisions, the Employer agrees that the exercise of any of the above rights shall be in a manner that is fair, reasonable and consistent with the terms of this Agreement.

ARTICLE 4 – CLASSIFICATIONS & DEFINITIONS

4.01 Full-Time (FT)

A “Full-Time” employee is an employee engaged to fill a full-time position for an indefinite period who is regularly scheduled to work a minimum average of forty (40) hours per week. This definition includes “Full Time Float” employees that are frequently reassigned from station to station.

4.02 Part-time Employee (PTE)

A “Part time” employee is an employee who is hired to fill a part-time position for an indefinite time and is scheduled in advance as required. Part time employees will not normally be scheduled for more than sixty (60) hours in any pay period. However when operationally required or in times of peak demand the Employer may schedule part time employees for up to eighty-four (84) hours in any pay period.

Part time employees shall only be eligible to remain on the roster so long as they meet the availability requirements as set out in Article 23.07 of this agreement.

4.03 Student Position (SP)

A student who has graduated from a certified Paramedic College certificate course may be hired for a maximum two hundred and ten (210) day working period as defined in the Ambulance Act and Regulations thereto. A student employee shall not be able to grieve being released while covered by this classification, subject to legislation. Upon presentation of the AEMCA certification, the student positions will be automatically converted to Part-time (PT) status if PT vacancies exist. Notwithstanding this conversion provision the Employer may, at its discretion, release the employee within a fourteen (14) day window of presentation of the AEMCA certificate. Following the fourteen (14) day window the conversion shall be confirmed, subject to the posting and filling provisions set out in Article 15, and all regular hours worked in the Student Position will count towards fulfilling the employee’s probationary period.

4.04 Acting Position (AP)

In the event that an employee is transferred voluntarily to an acting position outside the bargaining unit, for any time to a maximum total of two thousand and eighty (2080) hours cumulatively, the employee shall continue to accrue seniority. It is understood that the employee shall continue to pay union dues and they shall continue to have their rights and obligations under the provisions of the collective agreement, notwithstanding any additional compensation received in the non-bargaining unit position. Such acting assignments will be posted in the workplace in order to facilitate access to acting opportunities via a selection process. A selection process with associated postings will occur at least every two (2) years.

Notwithstanding the foregoing, in the event an employee is transferred to a non-bargaining unit position as a result of the application of the duty to accommodate as provided for under the OHRC, the parties further agree to review such circumstances on a case by case basis relative to any right of the employee to return to their former position within the bargaining unit and the possible recognition of their previous seniority within the bargaining unit.

4.05 Non-bargaining Unit Position

In the event that an employee voluntarily accepts a full-time position outside of the bargaining unit, and within the Corporation of the County of Simcoe, for a period not to exceed three (3) months, the employee shall retain their accumulated bargaining unit seniority for this time period. Thereafter, the employee shall lose any seniority credits they may have enjoyed in the bargaining unit.

Further, an employee who has accessed Article 4.04 above shall not be entitled to retain their seniority under this clause if the employee has been in an acting position or has accessed a full-time position under this clause within the last five (5) years respectively.

The provision of modified or accommodated work shall not be considered to be an application of either Articles 4.04 or 4.05 above.

4.06 Volunteer Duties

From time to time the employer may receive requests from the Community that its employees participate in community oriented events. The Employer and the Union recognize the mutual benefit of these events.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising rights under the Collective Agreement
- 5.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this agreement on the basis of race, creed, colour, national origin, sex, marital status, sexual orientation, age, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 5.03 The Employer and the Union recognize their obligations in accordance with the provisions of the Ontario Human Rights Code including the duty to accommodate and any other statutory right.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

- 6.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the Ontario Labour Relations Act. The parties agree to negotiate, maintain in force and honour an Essential Services Agreement as provided under the Ambulance Services Collective Bargaining Act. The Essential Services Agreement is attached as Appendix “C”.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer will deduct from each employee in the bargaining unit an amount equal to the regular monthly Union dues designated by the Union in accordance with the constitution and bylaws of the Union. The amount of the regular monthly dues shall be as certified to the Employer by the Treasurer of the Union from time to time. The Employer shall remit the amounts so deducted to the Union’s Director of Financial Administration at 100 Lesmill Road, North York, Ontario M3B 3P8, no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article.
- 7.02 The Employer will provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 - REPRESENTATION AND COMMITTEES

8.01 Union Stewards

The Employer agrees to recognize Union Stewards to be selected or appointed from amongst employees in the bargaining unit for the purpose of handling grievances and other necessary Union/Management labour relations matters. The rights of Stewards to leave their work (but not their work site) without loss of pay to attend to such matters will not be unreasonably withheld and every effort is made to seek agreement from their immediate supervisor provided it does not adversely affect operational requirements.

The Employer acknowledges the right of the Union to elect/appoint or otherwise select sixteen (16) Stewards from amongst employees in the bargaining unit and recognizes said Stewards for the purpose of handling complaints, questions and grievances and other labour relations matters as provided for under this Collective Agreement.

All Stewards shall have completed their probationary period. The name of each Steward shall be provided in writing to the Employer along with the identification of the Chief Steward and the Employer shall not be required to recognize any Steward until it has been so notified.

The process for meeting with the Employer and accessing representation is attached as a Letter of Understanding in Appendix D to this agreement.

8.02 Labour/Management Committee

The parties agree that it is mutually beneficial to discuss matters that arise from time to time at Labour/Management Committee meetings during the term of this agreement. The Committee shall be comprised of a maximum of three (3) representatives of each party and shall meet at a time and place mutually satisfactory. The Committee shall meet as necessary, normally not more than once every two (2) months without mutual agreement, but at least once every six (6) months. A request for a meeting hereunder will be made in writing by the requesting party at least fourteen (14) days prior to the date proposed and shall have an agenda of matters being tabled for discussion. In the event of an emergency or extraordinary circumstances the fourteen (14) day notice period shall be waived by mutual agreement. The Employer will pay for attendance at Labour Management Meetings at straight time up to a total of seventy-two (72) hours per calendar year.

8.03 Negotiating Committee

The Employer agrees to recognize a negotiating Committee comprised of three (3) members to be elected from the bargaining unit and that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Employer up to and including conciliation.

ARTICLE 9 - ACCIDENT PREVENTION-JOINT HEALTH & SAFETY COMMITTEE

- 9.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- 9.02 Recognizing their joint responsibilities under the applicable legislation, the Employer and the Union agree to establish a Joint Health & Safety Committee, to which at least three (3) representatives elected/selected or appointed by each of the Union and the Employer shall constitute the committee. The Union shall rotate its representatives on the committee as it deems appropriate taking into account specific Ambulance station concerns and/or the expertise of its members. It is understood that the Union and Employer Co-Chairs shall remain as consistent participants. The Employer agrees to pay up to a maximum of three (3) Union representatives.
- 9.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health of the workforce.
- 9.04 Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 9.05 Any representative appointed or selected in accordance with Article 9.02 shall serve for a term of two (2) years from the date of appointment, which may be renewed for a further period. Time off for such representative(s) to attend meetings of the Joint Health & Safety Committee in accordance with the foregoing, shall be granted in accordance with the Ontario Occupational Health and Safety Act.
- 9.06 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of and compliance with all safety rules and practices
- 9.06 The power of the Committee shall be as outlined in the Ontario Occupational Health and Safety Act, as amended from time to time.

ARTICLE 10 - GRIEVANCE AND ARBITRATION

- 10.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Employer or between the parties hereto relating to the interpretation, application, administration or alleged violation of this Agreement or any applicable legislation.
- 10.02 Time Limits and Time Computation

Time limits are mandatory for all steps of the entire Grievance and Arbitration process unless the Union and the Employer, or in the case of Arbitration the nominees or counsel agree in writing to extend the time limits. The date of submission of any complaint or grievance or the giving of any notice or decision shall be excluded from the computation of time.

10.03 Employer Not To Negotiate with Employee

After a grievance has been filed the Employer shall not initiate negotiations with the aggrieved employee with respect to the grievance, either directly or indirectly, without the presence of a Steward or Chief Steward. Once filed the grievance shall be the joint responsibility of the grievor and the Union.

10.04 Delivery of Grievances and Replies

Grievances and replies to the grievances shall be in writing at all stages and delivery shall be confirmed. The person receiving the grievance or the response shall acknowledge receipt in writing and date the acknowledgement, a copy of which is to be retained by the person acknowledging receipt. The grievor and the Union shall submit grievances in person to the appropriate individual described in the grievance procedure. However, should that individual be unavailable the grievance may be submitted to that individual's immediate Supervisor, the immediate Supervisor's appointee, if previously identified, or given their unavailability, to the Human Resources Office, and receipt will be acknowledged as described above. The Employer shall submit responses in person to the grievor and or the Steward identified on the Grievance.

10.05 Disclosure of Facts

The Union and the Employer will provide each other with full disclosure in writing as to all facts known to either party concerning the grievance upon which either party is relying and which are relevant to any step of the grievance procedure. If the Employer or the Union are made aware of any new facts upon which they will be relying subsequent to said disclosure, either party will promptly notify the other of such new facts in writing.

10.06 Policy Grievances

When a dispute involving a question of general application or interpretation occurs (including an Employer grievance) or when the Union has a grievance which cannot be made the subject of an individual grievance, the grievance shall be filed at Step 2 within thirty (30) days of the affected party becoming aware of the circumstances that give rise to the grievance.

10.07 Complaint

- (a) It is the mutual desire of the parties hereto that complaints or grievances of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his/her immediate supervisor the opportunity of adjusting his/her complaint.
- (b) If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint having originated or occurred or within ten (10) calendar days of when the complainant ought to have reasonably become aware of the circumstances giving rise to the complaint.
- (c) If the immediate supervisor is unable to adjust the complaint to their mutual satisfaction within ten (10) calendar days, the employee may file the grievance within ten (10) calendar days following the immediate supervisor's decision.

10.08 Grievance Procedure

A grievance of an employee properly arising under this Agreement shall be processed and settled as follows:

STEP 1

The employee, with the assistance of a steward and/or Union Representative, if the employee so requests, shall deliver a written grievance, signed by him/her, to the Operations Manager or designate. The nature of the grievance, and the remedy sought, shall be set out in the grievance.

The Operations Manager (or designate) will deliver his/her decision, in writing, within ten (10) calendar days following the day on which the grievance was presented to him (or any longer period which may be mutually agreed upon in writing). If the decision of the Operations Manager is not satisfactory to the employee, the employee may at his/her option proceed to the next step of the grievance procedure.

STEP 2

Within ten (10) calendar days following the decision under Step 1, the employee may submit the written grievance to the Chief Administrative Officer (or designate). The Chief Administrative Officer shall convene a meeting within ten (10) calendar days (or any longer period which may be agreed upon in writing) of receipt of the grievance at a time and place suitable to both parties. A representative of the Union may be present at the request of either the Employer or the employee. It is understood that the Chief Administrative Officer or his/her appointee shall have such counsel and assistance as s/he may desire at any meeting dealing with the grievance. The Chief Administrative Officer (or his/her designate) shall render a written decision within ten (10) calendar days of the meeting. If the grievance is not settled at Step 2 of the grievance procedure the matter may be submitted to Arbitration as follows:

STEP 3

If the Union or the Employer request that a grievance be submitted to Arbitration, it shall make a request in writing addressed to the other party of this Agreement, and at the same time name a nominee. Within ten (10) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a chairperson.

- 10.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance unless the parties agree to a Mediation/Arbitration process.
- 10.10 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.
- 10.11 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.12 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.13 Each of the parties hereto will bear the expenses of the nominee appointed by it, and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 10.14 Where both parties agree, a single arbitrator may be substituted for a Board of Arbitration. In such cases, the parties shall endeavour to agree on the selection of an arbitrator.

If the agreed upon arbitrator is unable or unwilling to act, the parties may:

- (a) Revert to the three-person Board as provided above, or
- (b) Agree mutually on another single arbitrator.

10.15 The limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply with such limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48.16 of the Labour Relations Act or as amended from time to time. Such time limits shall exclude Saturdays, Sundays, and paid holidays.

10.16 Group Grievances

Where three (3) or more employees have a common grievance the grievance may be submitted at Step 2 of the Grievance Procedure.

10.17 Discharge and Suspension

In the event an employee is discharged or suspended from employment, and the employee claims he/she has been unjustly discharged or suspended subject to Article 12.01, he/she may file a written statement of grievance with the Employer at Step 2 of the Grievance Procedure, within five (5) calendar days of being notified in writing of the discharge or suspension or within five (5) calendar days of the discharge or suspension being effected whichever occurs first. Provided such a grievance is filed, the employee shall suffer no loss of wages or benefits until such time as the Step Two Grievance meeting has been held and the Employer has rendered its decision. The parties confirm that in the event of a dismissal or suspension that stands after the Employer has rendered its decision at Step Two of the grievance procedure and the Union forwards the grievance to arbitration, the parties will process the grievance without any undue delay.

Such grievance may be settled by:

- (a) Confirming the Employer's action in discharging or suspending the employee;
- (b) Reinstating the employee without loss of seniority and with full compensation for time lost; or
- (c) Any other arrangement which is justified and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

ARTICLE 11 - LETTERS OF REPRIMAND AND ACCESS TO RECORD

- 11.01 Any adverse report, letter of reprimand, or notice of suspension which is not rescinded by way of the grievance or arbitration procedure herein, will be removed from the record of an employee eighteen (18) months following the receipt by the employee provided that the employee's record has been discipline-free of identical or similar infractions for such period. Employees shall receive a copy of any and all documentation, which conveys the Employers actions that are considered to be counseling or disciplinary at the time of issuance.
- 11.02 Each employee shall have reasonable access to his/her file, which is the property of the Employer for the purpose of reviewing its contents in the presence of an Employer representative. An employee may request a copy of any document contained in the file and the Employer shall not unreasonably deny such a request.

ARTICLE 12 -SENIORITY

- 12.01 A full-time employee shall be on probation until the employee has been in the employment of the Employer for three (3) months and have completed five hundred and twenty (520) regular hours. A part-time employee shall be on probation until the employee has completed five hundred and twenty (520) regular hours. It is understood that a probationer has no seniority for the purpose of this Agreement. An employee obtains seniority, equal to his/her length of service, upon completing his/her probationary period. Notwithstanding Article 10.15, an employee may be released during the probationary period for failure to perform to the satisfaction of the Employer in the position and such release of an employee during the probationary period shall not be the subject of a grievance or arbitration notwithstanding any statutory provision.
- 12.02 Seniority, as referred to in this Agreement, shall mean the length of continuous service with the Employer for full-time employees in the bargaining unit and hours worked in the bargaining unit for part-time employees, plus, in both cases, deemed credit for unbroken service in the bargaining unit in Simcoe County. The application of seniority shall be used for the purposes of layoff, recall job postings, vacation scheduling and service for purposes of wage progression and vacation entitlement. Severance pay entitlement varies with the individual and will be applicable on a case-by-case basis.
- (a) An employee whose status is changed from part-time to full-time shall receive credit for seniority. It shall be converted from hours worked to completed months or parts thereof, on the basis of one (1) month for each one hundred and seventy-five (175) hours worked (the equivalent of a two thousand and eighty (2080) hour year).

- (b) An employee whose status changes from full-time to part-time shall receive credit for seniority. It shall be converted from years or part thereof to hours on the basis of one (1) year being equivalent to two thousand and eighty (2080) hours, with one (1) month equivalent to one hundred and seventy-five (175) hours.

Separate seniority lists shall be established for full-time and part-time employees covered by this Agreement who have completed their probationary period. A copy of the seniority lists subject to the agreement of the parties will be provided to the local Union President within fifteen (15) calendar days after the issuance of the arbitrator's award/execution of the agreement and revised lists will be provided semi-annually in January and July. The seniority lists to be published shall show number of completed months for full-time employees and hours worked for part-time respectively. The lists will be posted by the Employer at each work location and remain posted for a period of thirty (30) calendar days. If an employee does not challenge the position of his/her or another name on the applicable seniority list within thirty (30) calendar days from the date the lists were posted or within ten (10) calendar days from the date s/he returns to work having been off when the list was posted, then s/he shall be deemed to have proper seniority standing. If no challenge to the list is filed in writing to the Employer within this period, the applicable list shall be deemed to be correct for all purposes

12.03 Seniority shall accumulate in the following circumstances only:

- (a) When actually at work for the Employer.
- (b) When off work due to layoff, seniority shall continue to accumulate for a period of time equal to twenty-four (24) months.
- (c) When off work due to sickness, or 16.02 (b) or accident for a period of time equal to twenty-four (24) months.
- (d) When off work due to personal leave of absence, then seniority will continue to accumulate for the first six (6) calendar months of such leave.
- (e) When absent on vacation with pay or on a designated holiday.
- (f) When occupying an Acting Position (AP) outside the bargaining unit for a period of time up to twelve (12) months notwithstanding an employee shall be entitled to earn seniority in more than one AP for a cumulative total not to exceed twenty-four (24) months
- (g) When off on Maternity/Paternal Leave as provided under ESA.
- (h) When off on Workplace Safety Insurance Board (WSIB).

- 12.04 Seniority shall terminate and an employee shall cease to be employed by the Employer when that employee:
- (a) Voluntarily quits their employment with the Employer;
 - (b) Is discharged and is not reinstated through the grievance procedure or arbitration;
 - (c) Is off work for a continuous period in excess of twenty-four (24) months notwithstanding any statutory entitlement.
 - (d) Fails to report for work within ten (10) calendar days after being notified by registered mail by the Employer of recall from layoff;
 - (e) Is absent from work for more than three (3) consecutive scheduled working days without leave, as provided for in the collective agreement or failing a reason acceptable to the Employer;
 - (f) Fails to report to work upon the termination of an authorized leave of absence unless there has been an agreed upon extension of the leave of absence or s/he is unable to return to work as a result of illness or injury

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 In the event of a proposed layoff of a permanent or long-term nature, the Employer will:
- (a) Provide the Union with no less than three (3) months notice of such layoff, and;
 - (b) Meet with the Union through the Labour/Management Committee to review the following:
 - (i) The reason causing the layoff with a view to eliminating or minimizing the need to layoff;
 - (ii) The service the Employer will undertake after the layoff;
 - (iii) The method of implementation including the areas of cut-back and employees to be laid off;
 - (iv) Any ways the Employer can assist employees to find alternate employment.
 - (c) Provide the affected employee with three (3) months' written notice of layoff
- 13.02 In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority.

- 13.03 An employee who is subject to layoff shall have the right to accept the layoff and be placed on a recall list for twenty-four (24) months.
- 13.04 An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- 13.05 No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.
- 13.06 The Employer shall notify the employee of recall opportunity by registered mail addressed to the last address on record with the Employer (which notification shall be deemed to be received on the fifth (5th) day following the date of mailing). The notification shall state the job and location to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address being on record with the Employer.
- 13.07 An employee with five (5) or more years of service with the Employer, based on his/her seniority as determined under Article 12 herein, shall on separation from employment, be entitled to receive on separation, severance pay equal to one (1) week's pay per year of service for all credited service after January 1, 2001, or date of hire, whichever is earlier, based on their regular yearly pay averaged over the length of their employment with the Employer.
- 13.08 Access to Part-Time Hours
On lay off, a full time employee will be offered first opportunity to work part time hours provided he/she is willing to accept this work at the prevailing wage and benefit levels applicable to part time employees and provided he/she is able and qualified to perform the work.
- The opportunity applies for the duration of lay off as long as recall rights exist for the laid off employee. Any severance pay owed to such employee in the event of lay off is not payable for the duration of time during which the employee is accessing part time hours under this provision. If the employee has not been recalled to full-time employment as of expiration of his/her recall rights, his/her severance pay entitlement will be based on the employee's entitlement to severance pay as a full time employee and will be paid as of the expiration of recall rights. On payment of severance pay, any subsequent access to part time employment is only on the mutual agreement of the Employer and employee subject to the provisions of the Collective agreement.
- 13.09 Where an employee loses his/her paramedic certification or is deactivated, the Employer will provide for the necessary remedial training as well as materials for the employee to attempt to be recertified or reactivated. While the employee is disqualified from working under these circumstances, the Employer will continue to

pay benefit premiums for a maximum of ninety (90) days and this leave shall be deemed to be a leave of absence without pay.

- 13.10 An employee who fails a requalifying paramedic examination shall be given a leave of absence without pay beginning with the date that such notice is effective and continuing for a maximum period of ninety (90) days to facilitate regaining his/her qualifications.

ARTICLE 14 - TECHNOLOGICAL CHANGE

- 14.01 The Employer undertakes to notify the Union in advance, so far as practical, of any technological changes which the Employer intends to introduce which will significantly change the requirements of the job classification/position of employees within the bargaining unit. If such changes arise from the implementation of an ACP program refer to Appendix B.
- 14.02 The Employer agrees to discuss with the Union in advance of implementation the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect if any, including the provision of training to employees concerned.
- 14.03 Employees with one (1) or more years of continuous service who are subject to lay off under conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.
- 14.04 When new or greater primary care paramedic skills are required than are already possessed by affected employees under the present methods of operation, the Employer will provide the necessary training with pay. Training shall be given during the tour of work whenever possible.
- 14.05 When additional skills/knowledge are required of the employee the provisions of article 25.03 shall be reviewed and considered.

ARTICLE 15 - HIRING, PROMOTIONS, TRANSFERS & STAFF CHANGES

- 15.01 Where the Employer determines there is a vacancy, or a new position is created of an ongoing and recurring nature, the Employer shall first determine if any laid-off employee has a right to be assigned to the vacancy or newly created position and having exhausted any such rights, the Employer shall post the remaining position(s) internally at all Ambulance stations for a period of fourteen (14) calendar days. Applications for such vacancies shall be made in writing within the fourteen (14) calendar day period referenced herein.

- 15.02 When a temporary vacancy in the bargaining unit occurs as a result of illness, WSIB, maternity or any other authorized leave anticipated to be greater than sixty (60) days but not to exceed twelve (12) months, it shall be posted in accordance with 15.01. When a temporary position occurs as a result of a pilot or special project such temporary positions, not to exceed twelve (12) months, shall be posted in accordance with 15.01.
- 15.03 Where a vacancy in the regular part-time classification is determined by the Employer, it shall first be posted internally. Full-time employees may request to transfer into the regular part-time posting subject to a “one-time” restriction. After a minimum continuous period of twelve (12) months, such employee may reapply for a posted full-time position. The employee shall retain full seniority credits.
- 15.04 The posting of vacancies referred to in Article 15.01 shall include the identification of the work location shift schedule and wage rate. The work location as identified in the posting shall be deemed to be the successful applicant’s regular work location.
- 15.05 In filling posted vacancies, the selection shall be made based on requisite skill, ability, experience, relevant qualifications and seniority of the applicants. Where all other factors are relatively equal seniority shall be the determining factor.
- 15.06 The successful applicant shall not be considered for any subsequent vacancy for a period of six (6) months from the date of selection. Further, any successful applicant on the basis of seniority to a posted vacancy who does not accept the offer of the position they applied for pursuant to this article shall not be considered for any subsequent vacancy for a period of twelve (12) months.
- 15.07 No employee shall be transferred to a position outside of the bargaining unit without his/her consent.
- 15.08 An employee who is on an approved/confirmed leave of absence including vacation, sick etc. may at her/his option provide the Employer with written notification of their request to be considered for any vacancy that may be posted during his/her absence. The employee is not obligated to take the position if offered.
- 15.09 If as a result of operational requirements the Employer is required to permanently transfer an employee from a regular work location the Employer shall transfer the most junior employee.
- 15.10 Temporary Position/Return to Work
- A “Temporary Position/Return to Work” is a position arising from the absence of an employee who is absent as a result of maternity, sick leave, or other authorized leave of absence, for a period greater than sixty (60) days but no more than twelve (12) months. In the event that an employee who is on leave for a pre-determined period

who wishes to return to work in advance of the established return date may do so with a minimum of thirty (30) days written notice to the employer.

In the case of temporary positions arising from the absence of an employee who is absent for an undetermined period, such an employee shall normally be entitled to return to work within seven (7) days of advising the Employer of their ability to return. Appropriate documentation may be required. Article 23.06 does not apply in order to provide a balance of hours and avoid loss of shifts within the seven (7) days as set out above.

Any extension of or implementation of a Temporary Position must be agreed upon in writing between the Employer, the Employee and the Union. If the "Temporary Employee" has current employee status in the company at the point of commencement of the temporary assignment he/she shall receive the greater of the benefits and rights entitlement of either employee status.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Sick Leave

Annually and effective January 1, 2005 each full time employee shall be entitled to be paid sick leave totaling nine (9) shifts of regularly scheduled time. The employee shall have the option of accessing any unused sick days as follows:

- (a) Receiving 100% pay for all unused sick days per calendar year (paid out on the first pay of the next calendar year) and/or,
- (b) Carry over up to five (5) of these unused sick days as vacation. Any such days carried over must be used or paid out by April 30th of the next calendar year. Employees must indicate their choice in writing to the payroll department prior to December 15. Failing such written indication, option (a) shall apply.

16.02 Union Business Leave

(a) Local Union Business Leave

The Employer, shall with reasonable notice and subject to service demands, grant leave of absence with pay and without loss of seniority to employees elected or appointed to represent the Union at Union conventions or seminars. It is understood that no more than four (4) Stewards shall be absent at any one time on Union leave unless otherwise agreed by the Employer.

The Employer shall pay the employee's wages and benefits, invoice the Union and the Union shall forthwith provide full reimbursement to the Employer. Such leave of absence shall not exceed thirty (30) days for any individual employee per

calendar year and a total of sixty (60) days in any calendar year. Notwithstanding the foregoing the Employer may in its discretion agree to increase this allotment for a maximum additional aggregate period of ten (10) days. It is understood and agreed that this provision does not apply to Collective Agreement bargaining team caucus days once notice to bargain has been given. For clarity, bargaining team caucus days requested during bargaining shall not be unreasonably denied and shall not be subtracted from the days set out above.

(b) Full-Time Union Position Leave

When an employee is elected as the Union's President or First Vice-President (provincially), the Union will immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

(c) Union Business Leave

When an employee requests a Leave of Absence to accept a Union Position outside the workplace, the Union will immediately notify the Employer of the name of the employee. The leave of absence will not be unreasonably denied. Said leave request shall not exceed a cumulative total of 2080 hours for each employee. The Union shall reimburse the Employer the amounts paid on behalf of the employee, for all associated costs, including pay, vacation and benefits.

16.03 Bereavement Leave

An employee, who notifies the Employer as soon as possible following bereavement, will be granted bereavement leave as follows:

- (a) Seven (7) consecutive days off without loss of regular pay from regularly scheduled hours in the event of the death of his/her spouse (including common law), child (including adoptives or step child), parent or siblings.
- (b) Three (3) consecutive days off without loss of regular pay from regularly scheduled hours in the event of the death of his/her mother-in-law, father-in-law, grandparent, spousal grandparent, grandchild, brother-in-law and sister-in-law, son-in-law and daughter-in-law;
- (c) Further, an employee who notifies the Employer as soon as possible following bereavement will be granted bereavement leave for one (1) shift off without loss of regular pay from regularly scheduled hours for the purpose of attending the funeral of a relative not identified above. In this case, it is understood that the Employer may require the employee to provide proof of attendance at the funeral.

In the event the burial is held at a later date the employee may choose to retain a portion of the above entitlement.

16.04 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required by subpoena to attend a court of law (or coroner's inquest) as a witness in connection with a case concerning the Employer, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to report for work on the day of such duty, provided that the employee:

- (a) Informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;
- (b) Presents proof of services requiring the employee's attendance
- (c) Presents proof of attendance (provided the officer of the court will issue such proof of attendance.)

In addition to the foregoing (except for jury duty), where this occurs on an employee's regularly scheduled day off or during his/her regularly scheduled vacation, relative to witness duty, the Employer shall pay him/her at time and one half (1½) their regular hourly rate for all hours of required attendance considering a minimum of four (4) hours.

16.05 Pregnancy Leave

- (a) Pregnancy leave will be granted 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 her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her 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 leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit.

That benefit will be equivalent to the difference between eighty per cent (80%) of her average weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The Employer will pay the employee eighty (80%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

16.06 Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- (b) An employee who has taken a pregnancy leave under Article 16.05 is eligible to be granted a parental leave in accordance with the Employment Standards Act. An employee who is eligible for a parental leave that is the natural father or is an adoptive parent may extend the parental leave for a period of up to thirty-five (35) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of later receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to his/her former position, unless that former position has been discontinued, in which case he/she shall be given a comparable job.
- (d) An employee who is on parental leave, as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits, pursuant to Section 20 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty per cent (80%) of his/her average weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of any two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twenty(20)

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

16.07 Education – Mandatory In Service & Recertification Training

Employees who are required to attend training on a scheduled workday shall suffer no loss of pay or benefits. If such training is on an unscheduled workday the employee shall be paid at time and one half (1½) their regular hourly rate for the full period they attend the training. With four (4) weeks advanced notice, the Employer may reschedule regular work assignments to coincide with training days. The Employer will provide meals.

16.08 Part-time Leave

Part-time employees may request in writing a leave of absence up to one (1) month whereby they would not be subject to the availability requirements set out in 23.07. This request is a one time request per calendar year. The employee shall provide the Employer with as much notice as possible but no less than ninety (90) days. Such requests shall not be unreasonably denied.

16.09 Personal Leave of Absence

Written requests for a personal leave of absence without pay for periods in excess of fourteen (14) days and not to exceed twelve (12) months shall be considered on a case by case basis. Such requests shall be submitted with a minimum of thirty (30) days notice of the commencement of the requested leave and such leave shall not be unreasonably denied.

16.10 Self-funded Leave

The parties agree to attach the Human Resources Policy HRP 6.14: *Earned Deferred Leave* (effective date November 1, 2006) to the collective agreement as a Letter of Understanding and have access to same.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.01 Although there is no guarantee of hours, the scheduled hours of work for full-time employees shall be an average of eighty (80) hours or eighty four (84) hours in a two (2) week pay period.

17.02 (a) Full Time Employees

Time and one-half (1.5) shall be paid to all full time employees for all hours worked in excess of the normal workday and the normal two (2) week pay

period. Notwithstanding the provision for statutory holidays or the fact that, since employees work a compressed workweek, they may work up to sixty (60) regularly scheduled hours in any one (1) week period. Where premium time is involved such hours shall be first offered to full-time employees on the basis of availability and as equitably as possible, provided the full-time employees have confirmed their availability. If the notice given to the Employer to fill such shifts is less than five (5) hours, operational requirements shall take precedence over equity.

(b) Part-time and Student Employees

Time and one-half (1½) shall be paid to all part-time and student employees for all hours worked in excess of the normal work day or in excess of sixty (60) hours in any one (1) week period or eighty four (84) hours in any two (2) week pay period.

17.03 An employee shall normally have a minimum of twelve (12) hours off between scheduled shifts.

17.04 If an employee is required to work beyond their normal quitting time the employee shall be paid at the overtime rate as follows:

0 – 15 minutes	=	0 minutes
16 – 30 minutes	=	30 minutes
31 - 45 minutes	=	45 minutes
46 – 60 minutes	=	60 minutes, and so on.

17.05 An employee who responds to an emergency call, that is a code 3 or code 4 (or, with supervisor's approval, a code 8) prior to the commencement of his/her scheduled shift because he/she is already at the workplace and ready to work, shall be entitled to thirty (30) minutes pay at time and one-half (1.5). The maximum entitlement shall be thirty (30) minutes. When responding to such a call, the employee deemed to be relieved shall suffer no loss of pay as a result of being relieved.

17.06 Working for other Emergency Medical Services

Each employee shall advise the Employer in writing if he/she is working full or part-time as a paramedic at any other ambulance service in the province of Ontario.

ARTICLE 18 - BANKED TIME

18.01 Full time employees may elect to bank time in lieu of receiving pay in accordance with the appropriate article. Such time off must be taken at a mutually agreeable time. If the time is not taken then the employee can request that some or all of the time be paid out on the last full pay period in March, June, September or if unused or unpaid will be paid out on the last full pay period in December.

ARTICLE 19 - CALL-BACK

- 19.01 Where an employee has completed his/her regularly scheduled tour and left his/her work station and is called in to work outside his/her regularly scheduled working hours, or where an employee is called back he/she shall receive time and one-half (1½) his/her regular straight time hourly rate for all hours worked prior to being released considering a minimum guarantee of four (4) hours.
- 19.02 Call-back pay shall cover all calls within the minimum four (4) hour period provided for above. If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second callback premium, but in no case shall an employee collect two (2) callback premiums within one (1) such four (4) hour period.
- 19.03 In the event the call-back occurs on a paid holiday which is not the employees regularly scheduled shift the employee shall be paid for all hours worked at double time (2X) for a minimum of four (4) hours.

ARTICLE 20 - PAID HOLIDAYS

- 20.01 The following shall be recognized as holidays with pay: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 20.02 To be eligible for holiday pay an employee must work his/her full scheduled shift preceding and following the holiday unless there is agreed upon written permission beforehand. Payment of the holiday is one day's pay at the employee's straight time rate. When an employee is on leave of absence without pay or sick leave without pay in excess of one month he shall not receive holiday pay during this period
- 20.03 (a) Pay For Holidays Worked
- Full-time and part-time employees whose shift commences on a holiday shall receive payment at the rate of two (2X) times the employee's regular straight time hourly rate for all hours worked. In addition, they will receive holiday pay for all hours worked that day.
- (b) Pay For Holidays Not Worked

A full-time and part-time employee who is not required to work on a holiday, shall be entitled to and shall be paid holiday pay. This pay shall be the daily average of the regularly scheduled three (3) preceding bi weekly pays:

- i) He/she is not in receipt of WSIB or Long Term Disability benefits.
- ii) A full-time employee who is so entitled and is not required to work on a holiday shall be paid holiday pay. This pay shall be the daily average of the three (3) preceding bi-weekly pays, provided he/she is not in receipt of WSIB or long Term Disability benefits.
- iii) A part-time employee who is not required to work on a holiday but who is eligible for holiday pay shall be paid on the daily average of the three (3) preceding bi-weekly pays.

ARTICLE 21 – VACATIONS

ELIGIBILITY AND ENTITLEMENT

21.01 (a) Vacation Entitlements (Full-time)

For all full-time employees, the determination of annual service for the purposes of calculating vacation entitlement shall have as its reference point the employee's deemed seniority as determined by the Employer subject to Article 12 and expressed in months.

b) Vacation Eligibility (Full-time)

Each full-time employee shall be eligible for maximum vacation with pay based on the number of regularly scheduled hours normally worked and according to the following scale:

0-12 months	less than 1 year	4% in lieu
12 months – 23 months	1 year but less than 2 years	80-84 hours/2 weeks
24 months – 107 months	2 years but less than 9 years	120-126 hours/3 weeks
108 months – 167 months	9 years but less than 14 years	160-168 hours/4 weeks
168 months – 239 months	14 years but less than 20 years	200-210 hours/5 weeks
240 months plus	20 years or more	240-252 hours/6 weeks

c) Vacation Entitlement (Part- time)

Part-time employees will receive a percentage in lieu of vacation in accordance with the equivalent seniority as set out in the following scale:

0 months – 23 months	less than 2 years	4% in lieu
24 months – 107 months	2 years but less than 9 years	6% in lieu
108 months – 167 months	9 years but less than 14 years	8% in lieu
168 months – 239 months	14 years but less than 20 years	10% in lieu
240 months plus	20 years or more	12% in lieu

21.02 Normal Deductions From Pay

All normal deductions made from an employee's pay will be made from the vacation pay.

21.03 Credit And Use (FT)

Vacation Scheduling

- (a) A full time employee shall provide written notice to the scheduling department no later than January 15th of each year, advising them of their preferred vacation days for the year, for a minimum of sixty (60%) percent of their vacation entitlement. Vacation will be granted based upon seniority subject to article 12. Following completion of the scheduling process, vacation dates for the year will be approved and confirmed in writing no later than February 15th.
- (b) After January 15th vacation requests will be granted on a first come first served basis.
- (c) The Employer confirms that a minimum of eight percent (8%) of the full time complement rounded up to the nearest whole person shall be entitled to take vacation leave on any given day with respect to items (a) and (b) above.

21.04 Vacation Owing On Termination

An employee on cessation of employment shall receive earned vacation pay. Should the employee have taken a vacation advance, the Employer shall deduct such amount from the employee's final pay cheque.

21.05 Vacation Pay Calculation (FT)

Vacation pay for full-time employees shall be based on the particular employee's regular rate of pay effective immediately prior to the vacation period.

21.06 Maximum Unbroken Period (FT)

An employee shall be entitled to receive all of his/her vacation entitlement in an unbroken period if s/he so chooses subject to article 21.03.

21.07 Approved Leave During Vacation

Where an employee is hospitalized or is eligible for any other approved leave established to the satisfaction of the Employer during his/her vacation period, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, upon mutual agreement, either be added to the vacation period or be reinstated for use at a later date.

21.08 Vacation For Employees Changing Employment Status

When an employee becomes a full-time employee (FT), the Employer shall calculate appropriate seniority credit by expressing the employee's part-time seniority in completed months and parts thereof and allow such employee the appropriate vacation allowance for such time.

21.09 Unused Vacation Credits

Employees shall have the option of having their unused vacation credits paid out at the beginning of the following year or carrying these unused vacation credits over to the following year. The maximum carryover is two (2) weeks of vacation credits and such credits must be used before April 30th of the next year.

21.10 Statement Of Sick Leave/Vacation/Banked Time

The Employer shall provide to each employee who qualifies and requests, a detailed statement of his or her current sick leave banked time and vacation credits.

ARTICLE 22 - HEALTH AND WELFARE BENEFITS

22.01 Particulars of the Employer's current employee benefits programs are set out in an individual booklet to be provided to each affected employee. The Employer agrees to make available during the term of this agreement the benefits and level of coverage as set out therein.

22.02 It is understood and agreed that the Employer is not an insurer as to any available, insurable benefits (LTD, Life, Dental, Extended Health, Accidental Death and Dismemberment, etc.) and that the exact coverage and payment of such benefits is governed by the terms of the particular policies of insurance in effect from time to time with the Carrier. The Employer is solely responsible for the payment of premiums as assessed by the carrier.

22.03 The Employer may at any time substitute another carrier for any Plan provided that the benefits provided thereby are substantially the same or superior.

22.04 Full Time Employees –

The Employer agrees to pay one hundred percent (100%) of the billed premium towards the premium coverage of eligible full-time employees in the active employ of the Employer under the insurance plan set out below subject to their respective terms and conditions including any enrolment requirements.

(a) Personal Life Insurance – One and one half (1½) times basic annual salary to a maximum amount of one hundred and fifty thousand dollars (\$150,000) rounded to the next highest one thousand dollars (\$1000).

(b) Dependent Life Insurance – Spouse – ten thousand dollars (\$10,000); Child – five thousand dollars (\$5,000).

(c) Accidental Death and Dismemberment Insurance. Accidental death insurance is equal to employee's Life Insurance. Disease and Dismemberment coverage is as detailed in the coverage handbook.

(d) Extended Health and Dental Care insurance to provide:

(The overall health deductible is nil)

- Semi-private hospital coverage
- Drug Plan – one hundred percent (100%) (drugs legally requiring a prescription by law)
- Vision Benefit – three hundred dollars (\$300.00) every twenty four (24) months
- Extended benefits: Paramedical services (one hundred percent (100%) coverage to a maximum of one thousand dollars (\$1000) per calendar year for physiotherapy, to a maximum of six hundred dollars (\$600) per calendar year for chiropodist, speech therapy, osteopaths and eight hundred dollars (\$800) per calendar year for chiropractic and massage therapy effective January 1, 2008.)
- Dental Plan,
- Custom orthotics/orthopaedics one hundred per cent (100%) coverage up to four hundred dollars (\$400) per calendar year
- Diabetic Supplies - coverage includes lancets, alcohol swabs, test strips, needles and dispensing fees.

(e) Short Term Disability (seventy five percent (75%) of weekly salary to a maximum for seventeen (17) weeks),

(f) Long Term Disability (seventy five percent (75%) of monthly salary to a maximum of twenty four (24) months),

(g) Travel Benefits (Out of Province/Country)

(h) Benefit bridging shall be available to retired employees between the age of sixty (60) and sixty five (65). The premiums for these benefits are one

hundred percent (100%) employee-paid, and coverage is limited to prescription drugs, vision care, and extended health care (no dental coverage).

- (i) Eye tests – Covered once every two (2) years unless covered in cost of eyeglass purchase.
- j) Hearing aids 100% coverage with full replacements once every five (5) years, effective the first full pay period following ratification of the parties.

22.05 Part-time employees will receive ten percent (10%) in lieu of benefits, less mandatory contributions to OMERS.

22.06 Pension

- (a) The normal retirement for all employees shall take place on the first working day of the calendar month following the month in which the employee reaches sixty-five (65) years of age.
- (b) All employees must participate in OMERS as of their first day of employment. The Employer and the employee shall make equal contributions to the Ontario Municipal Employees Retirement System and to the Canada Pension Plan.

ARTICLE 23 - MISCELLANEOUS

23.01 Whenever the feminine pronoun is used in the Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

23.02 Communicable Diseases

Where employees during the course of employment may be exposed to communicable diseases for which there is an approved vaccine, the Employer will provide at no cost to the employee such vaccine, or any other treatment required as a result of such exposure.

Paramedics who are under quarantine by order of the local Medical Officer of Health and not permitted to work as a result of an exposure during the normal performance of their duties at the County of Simcoe will be paid at their regular wage rate for a maximum of ten (10) calendar days. Any monies paid by WSIB or STD as a result of time lost during the quarantine shall be assigned to the County of Simcoe.

23.03 Printing of Collective Agreements

The Employer and the Union agree to share equally the cost of printing sufficient copies of this Collective Agreement and commit to issuing to all current employees the printed document within ninety (90) days of ratification. The parties will mutually agree on the format.

23.04 Bulletin Board

The Union shall have the use of bulletin boards to be placed in mutually agreed upon locations for the purpose of posting Union notices, newsletters and educational material. At the time of posting the Union shall provide a copy of such notice to the Employer.

23.05 Liability Insurance

The Employer shall provide at no cost to the employee, liability insurance coverage, as set out in the current summary of coverages document for errors and relating to its paramedics while on duty or under the direction of the Employer. The Employer confirms that, in the event an employee is civilly charged while under the direction of the Employer, it is understood that the employee will be saved harmless and indemnified from any monetary liability.

23.06 Full Time Scheduling

The Employer shall post the work schedule covering a thirty (30) day time frame and the schedule shall be posted a minimum of thirty (30) days in advance of its commencement. Upon request each employee will receive a master/perpetual work schedule for the year. Changes arising to an employee's schedule from the application of Article 15.02 with respect to Temporary Positions shall not be subject to this article.

23.07 Part-time Scheduling

(a) Part time employees must indicate their availability for any particular month using the designated method of submission at least thirty (30) days in advance of the first day of that month.

(b) The schedule for part time employees will be available at least fourteen (14) days in advance for a seven (7) day period. Part time staff must maintain their availability as submitted until seven (7) days prior to the commencement of each scheduled period.

I. Part time employees must be available to work at least three (3) weekends in an eight (8) week period.

II. Part time employees shall be available for at least nine (9) shifts per calendar month (non-consecutive).

III. Part time employees shall not refuse more than two (2) shifts in a calendar month as indicated on their availability submission, without a reason acceptable to the Employer.

ARTICLE 24 - ALLOWANCES

24.01 Meal Allowance

The parties recognize that, due to the emergency nature of the service, it may not be possible to regularly schedule a meal break for employees on shift.

The Employer agrees to pay for one (1) meal per shift, per employee to a total cost of nine dollars and fifty cents (\$9.50), which includes tax, and gratuities where affected employees meet the following:

- Has not had an opportunity to acquire a meal within an uninterrupted thirty (30) minute period within the four (4) to six (6) hour meal window for eight (8) hour shifts and a five (5) to seven (7) hour meal window for twelve (12) hour shifts and a four (4) to six (6) hour meal window for ten (10) hour shifts.

All claims must be supported by a receipt. The Employer shall make every effort to ensure that employees are afforded the opportunity to have an uninterrupted meal during the meal window period.

24.02 Uniform Allowance –

(a) At date of hire, the Employer agrees to provide at no cost to the employee:

- 6 shirts
- 3 pants (cotton/poly blend)
- 4 pairs of epaulettes
- 1 paramedic belt
- 1 four-in-one parka
- 1 sweater
- 1 pair safety footwear (summer or winter rated)
- 1 paramedic cap
- 1 pair of gloves
- 1 toque
- 1 pair safety glasses

Annually, the Employer will provide:

For full-time employees:

- 4 shirts

- ❑ 2 pants
- ❑ 1 pair of either summer, winter or all season safety footwear

For part-time employees:

- ❑ 4 shirts
- ❑ 2 pants

Employees who have been issued their uniform allowance at date of hire shall receive their annual allotment no later than June 30th of each year thereafter. As well upon proof of need, replacement of individual articles in the initial issue.

(b) Each employee shall maintain his/her uniform in a clean and presentable condition but in the event that the uniform becomes abnormally soiled or torn during the course of duty, the Employer shall assume the expense for cleaning or repair provided that pre-approval has been obtained from a Supervisor. Significantly damaged items will be repaired or replaced at the discretion of the Employer.

(d) Student Employees will receive an appropriate uniform issue.

ARTICLE 25 – WAGES

25.01 The Employer will pay wages every two (2) weeks by direct deposit every second Friday.

25.02 A shift premium (see Appendix “A”) shall be paid for all hours worked when the majority of those hours fall between fifteen hundred (1500) hours and seven hundred (0700) hours. This premium does not form part of an employee’s straight time hourly wage and shall not be deemed to be pyramiding.

25.03 Job Classification

When a new classification (which is not excluded from the bargaining unit) is established by the Employer or substantial changes are made to an existing classification, the Employer shall determine the rate of pay for such new classification and/or the affected position and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new or changed classification and the pay rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new pay rate was given by the Employer.

If the parties are unable to agree, the dispute concerning the new pay rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other

classifications in the bargaining unit having regard to the requirements of such classification.

ARTICLE 26 - DURATION AND RENEWAL

- 26.01 This agreement shall be effective from October 2, 2006 to December 31, 2009. If neither party serves notice to bargain in the ninety (90) day period preceding expiry, the agreement will be automatically renewed for a period of one (1) year.
- 26.02 The Union and the Employer shall meet within fifteen (15) days of receipt by the Employer or the Union of the Notice to Bargain.

ARTICLE 27 – CONDITIONS OF EMPLOYMENT

- 27.01 It is each employee's responsibility pursuant to the Ambulance Act and Regulations to ensure that their qualifications are kept current and valid, including immunization certificates or medical proof of contraindication.
- 27.02 Copies of all renewals as referenced above must be submitted prior to individual expiry dates. Failure to provide proof in a timely manner may result in temporary or permanent layoff without pay.
- 27.03 The minimum standard for primary care paramedics will be as defined in the Ambulance Act and the Regulations thereto.
- 27.04 Annually, the Employer shall provide, alone or in conjunction with other training, one opportunity where CPR may be recertified at no cost to the employee, subject to employee unavailability due to an approved or legislated leave.
- 27.05 Movement between employment classifications is solely at the discretion of the Employer notwithstanding other provisions standing in this agreement.
- 27.06 Notwithstanding any legislated entitlement or restriction, it is agreed that the first time an employee loses his/her driver's license ("F" classification) due to a matter arising out of the Highway Traffic Act, it will result in suspension without pay or benefits but will not be considered cause for discharge. However, should the circumstances surrounding the said suspension warrant more serious disciplinary action, the Employer reserves its rights under the Collective Agreement. If an employee incurs a second loss of his/her driver's license that results in a suspension of more than two (2) years, termination of employment will result and such termination will be deemed as just cause.
- 27.07 The parties acknowledge the right of the Employer to recall staff or refuse leave due to operational needs.

Dated at _____ this _____ day of _____, 20__

For The Employer

For the Union

APPENDIX A - WAGES AND SHIFT PREMIUM

a) Wage Rates effective and retroactive to:

Date	Start	One Year	Two Years
January 1, 2007	\$29.59	\$30.37	\$31.16
January 1, 2008	\$30.48	\$31.28	\$32.10
January 1, 2009	\$31.47	\$32.30	\$33.14

b) Effective January 1, 2008, Part time employees will move through the pay grid based on their current seniority.

(c) Shift Premium Increase (See Article 25.02)

Effective July 6, 2004 Per-hour Shift Premium: \$0.90

APPENDIX B
ACP LETTER OF UNDERSTANDING

In the event the Employer implements an Advanced Care Paramedic (ACP) classification within the County's Paramedic Unit the parties agree that the filling of such positions shall be achieved by the provision of a training and educational ACP program exclusively to internal PCP staff. The selection process and criteria shall be negotiated between the parties and, failing agreement with respect to the selection criteria of internal candidates, the parties agree to submit the outstanding issues in this regard to a binding arbitration process as follows:

Proposed Arbitrators for Expedited Arbitration re Appendix "B" are Dana Randall and William Kaplan.

When the County determines it wishes to proceed with the introduction of the ACP classification, it will so advise the Union in writing.

Thereafter, the parties shall meet within two (2) weeks to discuss the provisions of the training and educational ACP program. If the parties are unable to reach agreement within four (4) weeks, the matter shall be referred to either Dana Randall or William Kaplan, the selection to be determined by a draw.

The selected arbitrator shall then schedule the time for hearing within two (2) weeks, and render a final written decision within one (1) month of his appointment. It is understood that as part of this process, but nevertheless, within the time lines stipulated, the selected arbitrator may attempt to assist the parties to resolve any or all of the outstanding issues through a mediation process, if requested.

As an element of the training and educational ACP program identified above it is agreed that the Employer can post up to eight (8) ACP/Preceptor positions in accordance with Article 15 of the Collective Agreement (internal/external). Further, it is agreed that the next forty-four (44) newly created ACP positions shall be filled internally under the ACP Training and Education Program and may include employees who are certified ACPs or PCPs enrolled in an accredited ACP program as at October 1, 2005. Such employees would or could be included within the forty-four (44) full-time ACP positions provided that the total number of pre-trained ACPs, or PCPs enrolled in the ACP program, does not exceed four (4) additional positions. The minimum number of positions subject to the full internal negotiated ACP program is forty (40). There shall be no layoff of a PCP employee as a result of filling an ACP position as set out above.

For greater certainty the parties agree the matters subject to negotiations/mediation/arbitration shall include but are not limited to:

- (a) Selection process/prerequisites
- (b) ACP Wage Rate
- (c) Displacement

APPENDIX C

ESSENTIAL SERVICES AGREEMENT

AGREEMENT MADE PURSUANT TO THE AMBULANCE SERVICES
COLLECTIVE BARGAINING ACT, 2001

Between:

TEE CORPORATION OF THE COUNTY OF SIMCOE
("The Employer")

-and

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION,
AND ITS LOCAL 303

("The Union")

ESSENTIAL AMBULANCE SERVICES AGREEMENT

ESSENTIAL AMBULANCE SERVICES AGREEMENT

WHEREAS the Employer and the Union are parties to a collective agreement effective the 6th day of July, 2001 to and including the 5th day of July, 2004 (the "Collective Agreement");

AND WHEREAS in accordance with Section 3 of the *Ambulance Services Collective Bargaining Act* ('ASCBA'), the Employer and the Union agree to the following Essential Ambulance Services Agreement (ESA')

A. STRIKES AND LOCKOUTS

1. The Employer and the Union agree that there shall be no strikes or lockouts as defined in the *Labour Relations Act, 1995*, so long as the Collective Agreement between the parties continues to operate.
2. In the event of a strike or lockout, it is understood and agreed that employees who are on strike or locked out shall not be entitled to pay, seniority or service accumulation during the period of the strike or lockout, except as otherwise provided herein with respect to essential services.
3. The cost of benefits for those employees who actively participate in the strike, or who are locked out, shall be borne by the Union. The Employer shall in such circumstances continue coverage and invoice the Union accordingly, and the Union shall remit payment within sixty (60) days of the date of the invoice.
4. In accordance with section 15(2) of ASCBA the terms and conditions of the paramedics who perform services under the ESA shall be in accordance with those terms and conditions specified in the collective agreement between the parties Where the terms and conditions of the collective agreement or any practice are inconsistent with this ESA (particularly, but in no way limited to, hours of work and scheduling) the provisions of this ESA shall govern.
5. The Employer agrees that the union dues deducted from the pay of each paramedic who works during the strike or lockout, pursuant to Article 7, shall remain the regular rate that was taken off before the legal strike ensued.
6. The Union agrees that there shall be no reprisals by the Union or its members against paramedics because they are required to work during a legal strike or lockout. The Union further agrees that neither the Union nor its members shall interfere with, or attempt to interfere with, the work as required by the ESA performed by the paramedics during a legal strike.
7. The Employer agrees that there shall be no reprisals by the Employer against paramedics because they are required to work during a legal strike or lockout, or who participate in a legal strike or lockout.

B. MAINTENANCE OF ESSENTIAL SERVICES DURING A STRIKE OR LOCKOUT.

8. The parties agree that this ESA describes the number of paramedics represented by the Union, which is minimally required to provide paramedic services at the Stations of the Employer in the case of a strike or lockout.
9. Paramedics required to perform services under this ESA are those persons employed by the Employer in the classifications of “Primary Care Paramedic” and “Advanced Care Paramedic” and who are represented by the Union.
10. The Union, on its own behalf and on behalf of its members, agrees that in the event of a legal strike or lockout as defined in the *Ontario Labour Relations Act, 1995*, the essential services of the Employer, as set out in this provision, shall be maintained.
11. All full-time and part-time employees shall work their regular scheduled shifts in accordance with the posted master schedule.
12. The parties agree that the dispatch of paramedic services, in the event of a legal strike or lockout, will be in accordance with the current operating procedures, practices and definitions of the Ministry of Health ambulance priority codes and dispatch from the Central Ambulance Communication Centre.
13. In the event that any bargaining unit paramedics are unable to work a scheduled shift due to medical illness or any other legitimate reason, the shifts will be filled by the Employer in accordance with Article 17 of the Collective Agreement between the parties.
14. The paramedics who are required to perform services under the ESA will perform all essential paramedic services and all other normal and customary duties of his or her position during a strike or lockout, except work specifically exempted under this ESA.
15. Code “1” routine deferrable transfer request will not be responded to, for the duration of the legal strike or lockout.
16. Bargaining unit employees shall not be required to perform Code “0” calls or administration calls for the duration of the legal strike or lockout.
17. The Director of Paramedic Services (or designate) and the Local President of the Union (or designate) will liaise on any issue there may be with respect to a Code “2” dispatch of a paramedic services, provided it is understood that a Code “2” dispatch is not exempted under the ESA.

18. “Incidental work” for purposes of section 4(1) (c) (i) of ASCBA and “work that is performed on or in connection with paramedic services to protect health and safety” for purposes of section 4(1) (c) (ii) shall be any and all duties normally and customarily performed by employees in the classification described in this ESA, as well as any other incidental work the paramedics are capable of performing other than work referred to in paragraph 19 below,
19. During a legal strike or lockout it is understood that paramedics are not required to perform the “deep cleaning” of ambulance vehicles which is currently performed on a weekly basis. Further, paramedics are not required to perform computer data entry or exterior cleaning of the ambulance vehicles during a legal strike or lockout other than normal and customary cleaning of emergency lights, tail lights and headlights on the ambulance vehicles, which shall continue to be performed. Further, paramedics are not required to perform routine cleaning during a legal strike or lockout other than the normal and customary removal of garbage, which shall continue to be performed. Notwithstanding the above, should the Corporation of the County of Simcoe be issued an order by a Ministry official, the work will be performed by the paramedics.
20. During a legal strike or lockout, the County of Simcoe emergency vehicles shall be able to pass through picket lines without stopping.
21. During a legal strike or lockout, management or supervisors shall be able to work bargaining unit scheduled shifts and bargaining unit overtime shifts subject to item #13 relative to the provisions of the Collective Agreement
22. Bargaining unit employees shall not be required to work overtime shifts for the duration of the legal strike or lockout except in a Declaration of Emergency Service.
23. During the period of the strike or lockout, bargaining unit members shall not be required to precept students or have third party ride along in an emergency vehicle unless otherwise specified in legislation.

C. DECLARATION OF EMERGENCY SERVICE

24. In the event of an anticipated or declared emergency, the Director of Paramedic Services/designate may declare the use of mandatory overtime. Mandatory overtime or extra shifts will be compensated in accordance with the Collective Agreement
25. Discipline of any bargaining unit employee for failure to respond to any emergency declaration will be in accordance with the Collective Agreement between the parties.

26. The parties agree to continue bargaining at mutually accepted times and places following the commencement of a legal strike or lockout. At any time during the first fifteen (15) days of such strike or lockout, the parties may mutually agree to submit their differences to binding arbitration. In any case, the parties agree that should they fail to reach a Collective Agreement within fifteen (15) days they will submit their remaining differences to binding arbitration. In both cases described above, the parties will either mutually agree on an Arbitrator, or request the Minister to appoint same.

The Arbitrator shall meet with the parties as soon as possible thereafter, and in any case, render his or her decision within forty-five (45) days of the date they are appointed. Finally, the parties agree that upon mutually agreeing to binding Arbitration within the first fifteen (15) days of the strike or lockout or at the latest upon reaching fifteen (15) days following the commencement of the legal strike or lockout the parties agree the strike or lockout will be immediately ended and the employees returned to work under the terms and conditions of the former Collective Agreement until a new Collective Agreement has been concluded

THE CORPORATION OF THE COUNTY OF SIMCOE		ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 303

LETTER OF UNDERSTANDING

Between

**The Corporation of the County of Simcoe
Paramedic Services
(Hereinafter referred to as the Employer)**

and

**The Ontario Public Service Employees Union
And it's Local 303
(Hereinafter referred to as the Union)**

Whereas the parties agreed to amend article 15.01(f) and whereas the amendment was not intended to detrimentally impact employees seeking a change to their category and whereas there may be some uncertainty in this regard, the parties are in agreement to add the language at the end of 15.01(f) as follows:

“This clause is not intended to impact those employees seeking a change to their current “category”, i.e., a change in “category” is a job posting that changes the employee from one “category” to any other category of; Part-Time, Full-Time, Float or Full-Time, with a permanent location except as set out in Article 15.01(b).”

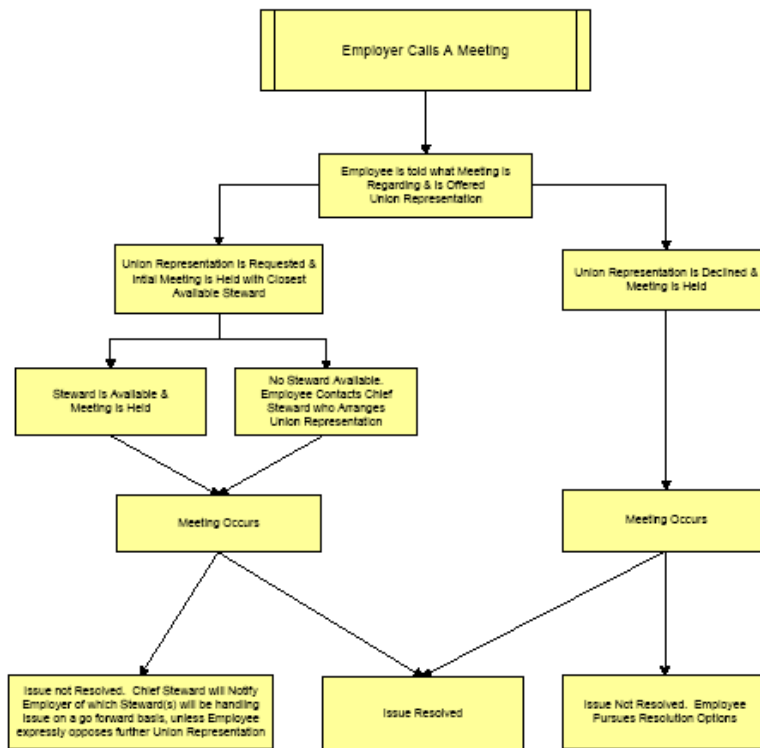
Signed at Midhurst this day of .

FOR THE UNION:

FOR THE EMPLOYER:

PLEASE NOTE THAT THIS IS A REPLICATION OF THE HANDWRITTEN AGREEMENT SIGNED AT MIDHURST ON THE 4TH DAY OF APRIL, 2006.

**LETTER OF UNDERSTANDING
UNION STEWARDS - ARTICLE 8.01**



Policy Number: HRP 6.14

Policy Category: 6 – Absenteeism and Attendance

Policy Title: Earned Deferred Leave Policy

Effective Date: November 1, 2006

Supercedes Policy: No Prior Policy

Application

This policy applies to all permanent, full-time management and exempt employees who have a minimum of one (1) year of continuous service.

Policy Statement

The Earned Deferred Leave Program enables employees to defer part of their annual gross salary to fund a future leave of absence for personal reasons.

To fund the leave of absence, employees will be paid at a reduced salary while working full time. The Corporation of the County of Simcoe will retain the portion of the employee's salary that is withheld.

The employee will accumulate leave credits for the difference between the reduced salary and full salary. When the deferral period is completed, the employee will have accumulated sufficient credits to allow them to take a leave of absence while continuing on the payroll at the reduced salary.

Conditions

Employees who take part in the Earned Deferred Leave Policy must make a written commitment to return to employment with The Corporation of the County of Simcoe for a time at least equal to the period of leave. Failure to comply with this regulation may result in penalties under the Income Tax Act.

The requested leave must be for at least six (6) months and no more than twelve (12) months.

Salary deferral must begin at least one (1) year before the leave starts, but no more than five (5) years before the leave starts.

During the leave of absence, employees may not work for the County of Simcoe in another capacity, either full time, part time, temporary or on contract.

Employees must be fully qualified by updating any expired qualifications, at the employee's cost, prior to returning to work.

Approval and Documentation Process

The Earned Deferred Leave Program and contract are governed by and administered in accordance with Section 248(1) of the Income Tax Act and Regulation 6801.

Requests for leave are subject to operational requirements and must be made well in advance. Requests should be submitted to Managers and approved by the department General Manager and Director of Human Resources in consultation with the Chief Administrative Officer.

The response to the request must be given to the employee in writing.

If the request is deferred or denied, the reasons will be outlined and the employee will be told if the request may be granted at some future date.

If the request is approved, the terms of the leave must be documented and agreed to by both parties. Employees may defer up to 33 1/3% of their annual gross (pre-tax) salary. The percentage of annual salary deferred will be determined based on the timing and duration of the leave period.

The agreement must include:

- payment options;
- period of leave;
- the employee's choices for continuing benefits;
- a commitment from the employee to return to employment;
- any other details of the deferral payment plan and leave period.

Canada Pension (CPP) and Employment Insurance

CPP and Employment Insurance premiums are deducted during the deferral period.

During the leave period the employee does not contribute to CPP or Employment Insurance. The leave period is not counted as insurable employment.

Job Security

While the employee is on leave, their position may be filled with temporary staff or left vacant, depending on operational requirements. At the end of the leave period, the employee returns to their former position or an alternative position at the same level.

Benefits

Employees on deferred leave may continue their benefits coverage. The employee must pay their contribution and The Corporation of the County of Simcoe will continue to pay the employer portion.

The leave period is considered a break in service for the purpose of calculating pension service. However, employees have the option to buy back pension service for the period of the leave upon their return to work.

The employee does not accumulate vacation entitlement during the leave period. However the leave still counts toward years of unbroken service used to calculate eligible vacation based on years of service.

Withdrawal from the Program

An employee may withdraw from the program during the deferral period in extenuating circumstances. The total amount withheld will be paid to the employee as a one (1) time lump sum refund. Payroll will process the refund as quickly as possible.

If an employee resigns or is terminated before taking the leave, a lump sum payment, less income tax and CPP deductions will be paid to the employee. If the employee dies, the payment will be made to the employee's estate.