

# Collective Agreement

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**Ontario Public Service Employees Union  
on behalf of its Local 256**

**and**

**The City of Hamilton  
(Full-time and Part-time)**

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**DURATION: April 1, 2016 - March 31, 2020**



**Sector 1  
2-256-10094-20200331-1**



1968-1969

1970-1971

1972-1973

1974-1975

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN:**

**THE CITY OF HAMILTON**

(Hereinafter called the "Employer")

- and -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
on behalf of its LOCAL 256**

(Hereinafter called the "Union")

**PREAMBLE**

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

1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
3. To encourage efficiency in operation;
4. To promote the morale, well being and security of all employees in the Bargaining Unit of the Union.

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

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

**ARTICLE 1 – SCOPE**

- 1.01 The City of Hamilton agrees to recognize the Ontario Public Service Employees Union (OPSEU) as the bargaining agent for all paramedics and ambulance attendants employed by the City of Hamilton save and except those employed in the Training Division and supervisors and all those above the rank of supervisor and those employees covered by a subsisting collective agreement.

## ARTICLE 2 – MANAGEMENT RIGHTS

**2.01** The Union recognizes and acknowledges that the management of the stations and direction of the work force are fixed exclusively in the Employer, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order and efficiency;
- (b) Hire, promote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause, provided that a claim by an employee that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Make, enforce and alter, from time to time, rules and regulations to be observed by the employees. The Employer agrees to supply the Local Union with copies of any changes in rules and regulations within fourteen (14) calendar days of the posting of such changes and the Union may then request a consultation regarding same;
- (d) All new or amended Policies and Procedures, notices and memos will be dated by the Employer prior to dissemination and shall be distributed in a manner deemed appropriate by the Employer, including electronically;
- (e) Determine the nature and kind of business conducted by the Employer, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods of work, the content of jobs, the work schedules, the number of employees to be employed, the extension, limitations, curtailment, or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

**2.02** In the exercise of its functions as provided for in this article or otherwise, the Employer shall act reasonably, fairly, and in good faith, in a manner consistent with the collective agreement.

## ARTICLE 3 – CONDITIONS OF EMPLOYMENT

**3.01** 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 as required by the Act.

## ARTICLE 4 – RELATIONSHIP

**4.01** The parties hereto mutually agree that any employee of the Employer covered by this Agreement shall, as a condition of employment, become a member of the Union.

Without limiting the forgoing, the Employer agrees not to interfere with the rights of its Employees designated within the scope of this Agreement, to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any Employees because of Union Membership and/or activity.

- 4.02** The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members. Particularly, there shall be no discrimination against employees with respect to terms and conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, sexual orientation, gender identity, gender expression, sex, , family status or disability, provided however, that the reference to "age" in this provision shall not affect the Employer's right to retire an employee in accordance with the provision of the existing pension plan.

The Parties acknowledge their joint responsibility to accommodate employees as contemplated and required by the *Ontario Human Rights Code*.

- 4.03** 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 same meaning given them in the *Ontario Labour Relations Act*.
- 4.04** It is agreed that the Union and the employees will not hold meetings at any time on the premises of the Employer without the permission of the Employer. The Employer will provide a bulletin board at each station for use by the Union for the purpose of posting Union notices, publications and correspondence, which shall be signed and dated by the Union Steward. The Union agrees to provide a copy of all material posted to the Director of Hamilton Paramedic Service (HPS) or designate within fourteen (14) calendar days of posting.
- 4.05** The Employer agrees to provide each new employee who is hired for a position within Schedule "A" of the Collective Agreement an information kit which is to be supplied to the Employer by the Union. Further, the Union is to be provided an opportunity to meet with new employees during their orientation session with the City for a maximum of thirty (30) minutes during the first thirty (30) days of employment, for the purpose of acquainting the new employee with the benefits and duties of the Union membership, and his responsibilities and obligations to the Union, during which time no management personnel shall be present

## **ARTICLE 5 – HOURS OF WORK AND OVERTIME**

- 5.01** The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

(a) the normal hours of work for all full-time employees shall be eighty-four (84) hours, averaged over two (2) weeks

(b) **Part-time**

Under normal circumstances a part-time employee shall not work more than twenty-four (24) hours in any work week unless otherwise stated in this Collective Agreement.

However, part-time employees may be scheduled for not more than forty-eight (48) hours over a two (2) week pay period between June 1 and September 15 and December 15 to January 1, provided the additional shifts are for the purpose of vacation replacement.

**5.02** (a) The overtime rate for the purposes of this Agreement shall be one and one-half (1 ½) times the employee's basic hourly rate.

(b) Overtime earned during a pay period will be paid on the regularly, scheduled pay date following such pay period.

(c) An employee;

(i) Who is sent home at any time or times during the week because of lack of work or inclement weather, or;

(ii) Who is absent at any time or times during the week because of illness or accident; or

(iii) Who is absent from his/her regular duties, on approved leave of absence while attending to Union business either within or without the Collective Agreement; or

(iv) Who is on vacation.

Shall be treated for the purpose of calculating overtime in respect of his/her normal work week as if he/she had worked his/her standard hours of work on such day or days and shall be paid for all hours of work performed by him/her in excess of his/her normal work week at the applicable overtime rates.

**5.03** Where the Employer deems it possible, days off shall be consecutive. There shall be no split shifts.

**5.04** Where possible, the hours and days of work of each full-time employee, except for floats, shall be posted electronically or hard copy, in an appropriate place at least eight (8) weeks in advance.

**5.05** (a) An employee who has completed their regular shift and is relieved from their duties and is then recalled to work shall receive a minimum of four (4) hours



pay at time and one-half (1 ½) their regular hourly rate. An employee required to return service equipment or property shall not be construed to be recalled to work.

- (b) An employee who is required to work or to be on duty beyond their regular scheduled hours of work shall be paid at the rate of time and one-half (1 ½) for such overtime work or duty.
- (c) When an employee reports for duty for a scheduled shift and upon their arrival finds no work available for them, they shall be paid for four (4) hours at their regular hourly rate. When a full-time employee completes four (4) hours of work on their regularly scheduled and approved shift, and the Employer is unable to find work duties for the remainder of such shift, they shall be paid for their full shift at their regular hourly rate of pay. The provisions of this section shall not apply if the failure of the City to provide work is due to fire, flood, or other interference with the City operations beyond the reasonable control of the City.
- (d) In the event an employee who is normally employed on a seven (7) day rotating shift schedule is required to work on his scheduled day or days off, he shall be paid time and one-half (1 1/2) for the first twelve (12) hours and double time thereafter on the first scheduled day off which he works, and double time for all work performed on the second (2<sup>nd</sup>), third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) successive scheduled days off.
- (e) **Special Events Overtime:**
  - (i) A "Special Event" is defined as any contracted emergency medical service ⇆ between the City and an outside agency where the City receives remuneration to provide additional HPS coverage for a specified period of time.
  - (ii) Each shift and every event is to be treated as a separate shift.
  - (iii) A Special Event call out list shall be maintained by the City. It is understood that the Special Event call out list is separate and apart from the regular overtime call out list.
  - (iv) Call out for Special Event overtime shall be on the basis of seniority.
  - (v) The Employer will commence Special Event call out for each shift beginning with the most senior employee appropriate to the level of qualification requested by the contracting agency.
  - (vi) The Employer will call each employee on the Special Event call out list, regardless of the employee's scheduled workplace attendance for the date and time of the Special Event shift, until such time as an employee accepts the shift, at which time the shift will be deemed to have been filled.

- (vii) In the event the employee is not at work, the Employer will call employees at their designated contact number. The Employer will wait five (5) minutes before proceeding to the next employee on the Special Event call out list. In the event the employee is at work, the Employer will contact the employee at the contact telephone number on file. The Employer will wait sixty (60) minutes before proceeding to the next employee on the Special Event call out list.
- (viii) Employees accepting a Special Event shift will be primarily assigned to the Special Event for which they were contacted. In exceptional circumstances, as determined by the HPS supervisor or CACC the employee may be re-assigned to regular street service, however, all reasonable efforts within the control of the Employer will be made to maintain the Special Event assignment. To aid in minimising any change of re-assignment the Supervisor South District will call CACC to place the assigned unit on a Code 0 for travel to the event, and upon the completion of the shift the Supervisor South District will notify CACC to place the assigned unit on a Code 0 to return to the station.

**5.06** There shall be no pyramiding of overtime premiums with any other premiums specified in this Agreement.

**5.07 Overtime Distribution Process**

- (1) For the purposes of this Agreement, a scheduled open shift is defined as any shift that becomes open twenty-four (24) hours or more prior to the start of the shift that the Employer deems necessary to backfill. For the purposes of this Agreement, a non-scheduled open shift is defined as any shift that becomes open less than twenty-four (24) hours prior to the start of the shift that the Employer deems necessary to backfill.
- (2) Scheduled open shifts may be distributed to part-time staff based on their submitted availability to a maximum of twenty-four (24) hours per week (calculated from Sunday to Saturday).
- (3) Non-scheduled open shifts (e.g. short notice, staff booking sick, etc.) will be offered to the part-time employee in order of seniority, to a maximum of twenty-four (24) hours per week (calculated from Sunday to Saturday). The Employer may deem them as not available for that shift based on their submitted availability.
- (4) Calls for shifts as in Items 2 or 3 will be made by the Employer in the following manner:

The employee will be contacted at the contact information supplied by the employee.

If primary contact information is by phone, the Employer will allow the phone to ring no less than ten (10) rings or until they receive a busy signal, or a recorded voice message, before considering it to have been unanswered.

Message will include date and time, the open shift (specific day or night) and the call back number.

The shift will have been deemed to have been offered after completing the call and receiving a busy signal, or leaving a voice, text or other message, or the employee has either accepted or declined the shift.

- (5) If open shifts (overtime) remain available as deemed by the Employer, after completing Items 2 and 3, then any further call out will commence with the full-time employees as described below.
- (6) The most senior full-time employee, subject to their submitted overtime availability, will be contacted at the contact phone number supplied by the employee, and offered their choice of one (1) shift for the twenty-four (24)\*\* hour period (07:00 to 07:00) requiring backfill.
- (7) The shift(s) will have been deemed to have been offered after completing the call and receiving a busy signal, leaving a message, or if the employee has either accepted or declined the shift. The Employer will then proceed to the next available employee on the seniority list, in accordance with the provisions of this Agreement. This process will continue until such time as an employee accepts the shift, either during the first contact or the first employee call back, and they are assigned the shift at which time the shift will be deemed to have been filled.
- (8) The Employer will not be required to contact employees for an overtime shift if;
  - (i) they are already scheduled for work, including continuing education days, or if they are off work as a result of an approved absence from work during the period when the overtime shift would occur;
  - (ii) issuing the shift would place the Parties in contravention of the provisions of the *Employment Standards Act* including, but not limited to, minimum scheduled hours of work between shifts and maximum scheduled hours per week; or
  - (iii) they are unavailable, based on submitted availability.
- (9) In the event that the Employer is unable to fill the open shift(s) with the above provisions, the Parties agree that notwithstanding the provisions of Items 2 and 3, the Employer may utilize part-time staff in excess of twenty-four (24) hours per week to fill the open shifts by calling in order of seniority available part-time staff.

- (10) It is understood that in the event shifts remain open after the Employer has exhausted the provisions of Items 1 through 9, the Employer may, dependent on operational considerations, utilize other qualified staff to fill the shifts.
- (11) The Employer may abandon attempts to fill shifts after one of the following occurs:
- (i) The shift(s) have been backfilled.
  - (ii) The list of available staff has been exhausted and the shift(s) are not able to be backfilled.
  - (iii) The shift has started.
  - (iv) As it applies to shifts attempting to be filled for staff requesting time off other than for vacation, after part-time staff have been exhausted to their maximum of twenty-four (24) hours per week or in the case of compliance with Clause 8.07 (b), to the maximum set out therein, and the shift(s) are not able to be backfilled.
- (12) The Employer will resume call out for each shift or the next twenty-four (24) hour period, starting with the most senior part-time employee available, and for full-time starting with the most senior employee on the seniority list.
- (13) In the event that it is determined that there has been a breach of this Overtime Distribution Process by the Employer which results in an otherwise eligible employee being denied an overtime opportunity, the individual in question shall be paid fifty percent (50%) of the missed overtime opportunity at the appropriate rate of pay.
- (14) The Employer will maintain a record of the time and date the shift(s) became "open", a "call log" indicating which employee(s) was offered the shift(s), and the time and date the shift(s) was offered to the employee(s). The records will be posted to a folder on the City network accessible to the Union executive. These records will be posted every Wednesday for the previous seven (7) days (Sunday to Saturday).

**5.08** Where the Employer changes an employee's shift or adds an additional shift, the employee will be contacted personally, which may be written or electronic, and advised of the change.

**5.09** Reasonable consideration will be given for Job Share requests submitted by employees. If approved, such agreements will be developed as per the City's Policy.

## **ARTICLE 6 – SHIFT PREMIUM**

**6.01** An employee shall receive a shift premium of sixty cents (\$0.60) per hour for all hours worked.

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

**ARTICLE 7 – TIME IN LIEU OF DESIGNATED HOLIDAYS**

**7.01** (a) The following are recognized as designated holidays:

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

- (b) In lieu of the above designated holidays, each full-time employee, who has passed probation, coming within the scope of this Agreement shall be entitled to time off or pay at the employee's basic hourly rate, to be used or paid as hereafter set out, equal to twelve (12) of the employee's regular working days in the same calendar year.
- (c) An employee may schedule all or any portion of the time in lieu granted by this article in accordance with Article 8.04 for the upcoming calendar year. For any remaining time in lieu not scheduled under Article 8.04 the employee may apply, during the first eleven (11) months of the calendar year (up to November 10<sup>th</sup>) for which the designated holidays are recognized, for time off on an ad hoc basis. The Employer will grant such time off, subject to operational considerations, including but not limited to the potential for incurring overtime costs, based on the following criteria:
- (i) The employee may apply prior to the first day of the calendar month immediately preceding that in which the time off will be taken, in which case the time off will be granted on a seniority basis not later than the tenth (10<sup>th</sup>) day of the said preceding month; and
- (ii) Notwithstanding Subclause (i) an employee may apply for time off later than the first day of the said preceding month, but in no event may an employee apply less than seven (7) calendar days prior to the start of the time off.
- (d) Any time in lieu granted by this article shall be taken during the calendar year for which the designated holidays are recognized.
- (e) In lieu of the above designated holidays each temporary full time employee (a part time employee who is temporarily occupying a full time position in accordance with Article 8.12 or Article 11.01) working on the date of one of the designated holidays shall be entitled to paid time off equivalent to their normal scheduled working day.

- (i) The employee may bank such lieu time to be scheduled at a future date or elect in writing to the employer to be paid for the lieu day at their basic hourly rate.
  - (ii) Where the temporary full time employee elects to leave the statutory holiday lieu time in a bank they may request to take such time off in full shift increments with pay. Such requests must be received a minimum of seven (7) calendar days prior to the start of the time off. The Employer will grant such time off subject to operational considerations including but not limited to the potential for incurring overtime costs.
  - (iii) Any time in lieu hours granted by this article that are not paid out or scheduled to be taken prior to the end of the year in which they are earned, will be paid out to the employee at their basic hourly rate on the first pay in December of the calendar year for which the designated holidays are recognized. For clarity, Remembrance Day, Christmas Day and Boxing Day will not be eligible to be banked.
- (f) A part time employee who is not occupying a temporary full time position on the date of one of the designated holidays will be entitled to statutory holiday payment in lieu in accordance with the calculation methods outlined in the Employment Standards Act.

**7.02** Where an employee works on a designated holiday listed in Article 7.01, the employee shall be paid at the rate of two (2) times the employee's basic hourly rate for all hours worked on that holiday. The payment will be in addition to the time off or pay granted in respect of the designated holiday under Article 7.01. The employer shall pay a worker who is entitled to benefits under WSIB/occupational injury his or her wages and employment benefits for the day of the injury as if the accident had not occurred, in accordance with the Workplace Safety Insurance Act.

**7.03** A probationary employee shall be compensated for holidays in accordance with the *Employment Standards Act*. For the balance of the calendar year after the end of the employee's probation, the entitlement to time off or pay in lieu will arise in respect of only those designated holidays that occur after probation ends. Notwithstanding the foregoing, upon date of hire, a probationary employee will be entitled to select time in lieu for designated holidays which will occur beyond the anticipated date of the completion of probation. Such days may only be scheduled and/or taken upon the successful completion of the probationary period.

## **ARTICLE 8 – VACATIONS WITH PAY AND MASTER SCHEDULE**

**8.01** (a) Employees shall receive vacation with pay in accordance with credited service with the Employer as of their anniversary date with the Employer as follows:

Vacation with pay as shown in Column II during the calendar year in which the employee completes the years of service in Column I:

<b>Years of Service Column I</b>	<b>Vacation with Pay Column II</b>
1 year	108.0 hours
2 years	156.0 hours
7 years	192.0 hours
13 years	240.0 hours
16 years	252.0 hours
19 years	264 hours
20 years	276 hours
26 years	324 hours

- (b) Vacation with pay for each period of vacation time shall be at the basic rate of pay in effect immediately prior to the start of the vacation period.
- 8.02** Within the first calendar year of employment, an employee will, subject to operational considerations, including but not limited to the potential for incurring overtime costs, upon request, be granted one hundred and eight (108) hours leave of absence without pay.
- 8.03** (a) All employees are required to take their vacation during the calendar year for which it has been granted. It is agreed and understood that all vacation time will be selected in the prior year, pursuant to Article 8.04. However, it is understood that special circumstances as described in Article 8.08 may make it necessary for an employee to carry over a portion of vacation to the subsequent year, or to receive pay for such portion. An employee may request payment for or carry over to the subsequent year of up to one hundred and twenty (120) hours vacation entitlement. Requests to receive payment for or to carry over vacation must be submitted in writing to the Employer no later than November 1<sup>st</sup> in the calendar year for which the vacation is granted. Approval for payment or carry over of vacation is at the sole discretion of the Director of Hamilton Paramedic Service.
- (b) Any payment for vacation shall be at the employee's basic hourly rate. Any carry over vacation must be taken ad hoc or paid in the following year as prescribed for time in lieu of designated holidays in Article 7.01 (c) and (e).
- 8.04** Subject to Article 8.09 and where operationally feasible, employees shall be entitled to select vacation time under this article and time in lieu of designated holidays under Article 7.01 according to seniority as follows:
- (a) The Union agrees to take full responsibility for selection by its members of their station, platoon, vacation time, and time in lieu of designated holidays, in accordance with this article. In consideration for the rendering of such services by the Union, the Employer agrees to pay to the Union, in each calendar year

for the remainder of this Agreement, the amount of three thousand dollars (\$3,000.00), plus applicable H.S.T. For each subsequent calendar year this amount shall increase by the basic wage increase negotiated or awarded, retroactive to April 1, 2012. The Union undertakes that all monies paid by it for services required to comply with this article will be paid in accordance with all applicable federal and provincial legislation relating to taxation and source deductions and remittances. The Union further undertakes to provide the Employer with satisfactory evidence of such compliance, upon the Employer's request. Provided that the Union complies with the submission dates set out in Clauses (c) and (d) hereof, the Employer agrees to remit the said payment on or before December 14<sup>th</sup>, failing which it agrees to pay a penalty in the amount of two hundred and fifty dollars (\$250.00). In the event that the Employer has not remitted the said payment by January 14<sup>th</sup>, the Employer will pay an additional penalty in the amount of two hundred and fifty dollars (\$250.00), plus two hundred and fifty dollars (\$250.00) for every week thereafter during which the amount remains unpaid.

- (b) (i) Platoon and station selection template will be made for each calendar year and delivered to the Union not later than June 1<sup>st</sup> of the preceding year. The parties agree to meet and confer for the purpose of the union presenting schedule alternatives for consideration between June 1<sup>st</sup> and June 30<sup>th</sup>. The final template shall be delivered by the Employer to the Union not later than July 30<sup>th</sup>. Selection will be made on the basis of seniority and will be completed by the Union and submitted to the Employer not later than September 30<sup>th</sup>. Except as may occur as a result of shift exchanges or day/night rotation exchanges or station exchanges, employees will not be entitled to change their platoon or station except in accordance with this article.
- (ii) On the basis of annual platoon and station selection, the Employer will provide a regular part-time schedule template to the Union. Each regular part time employee, by seniority, will have the ability to select their rotation.
- (c) Selection of vacation time and time in lieu of designated holidays will commence after completion of platoon and station selection. Selection will be made for each calendar year on Platoon Schedules on the basis of seniority starting on October 1<sup>st</sup>, and will be completed by the Union and submitted to the Employer not later than November 30<sup>th</sup>. The process to be used by the Union will adhere to the following principles:
  - (i) Selection will be processed in at least two (2) phases. No employee will be entitled to select more than fifty percent (50%) of his or her vacation time and time in lieu of designated holidays until all members of the applicable platoons have made their initial vacation time selections in the first phase.
  - (ii) In the first phase, selections will be made by tour. In the second and any subsequent phases selection will be made by tour and/or by shift, such



that no employee has unused vacation time left over equal to or greater than one (1) regular shift.

- (d) In the event that, after the Union has submitted the Platoon Schedules to the Employer, an employee has not exhausted his/her vacation time (i.e., less than one regular shift), the employee will use that vacation time on an ad hoc basis or be paid in the following year as prescribed for time in lieu of designated holidays in Article 7.01 (c) and (e). Any payment for unused vacation hours shall be at the employee's basic hourly rate.
- (e) Except for the vacation time described in Clause 8.04 (d) (i.e., less than one (1) regular shift), and subject to Article 8.08, all of an employee's vacation time must be selected by way of the vacation selection process described in this article.
- (f) In the event that the Union fails to deliver the Platoon Schedule by November 30<sup>th</sup>, the Employer may, at its option, withhold payment of the monies described in Clause (a) and/or take over responsibility for selection or assignment for each employee of his/her station, platoon, vacation time, and time in lieu of designated holidays.

**8.05** Notwithstanding the schedule of vacation time or statutory time in lieu of the above noted, an employee who has been granted and taken such time and terminates his/her employment with the Employer before the anniversary date when the employee commenced work, shall have the unearned portion of time deducted from his/her termination pay.

**8.06** An employee terminating his/her employment at any time in his/her vacation year before using all earned vacation time or statutory time in lieu shall be entitled to a proportionate amount of pay in lieu of such time. On normal retirement, an employee shall be entitled to a proportionate amount of pay in lieu of such time.

**8.07 (a)** Subject to Article 8.09, the Platoon Schedules will collectively contain open vacation/time in lieu slots for seven (7) employees on the day shift and five (5) employees in the night shift. For every added twelve (12) full-time equivalent positions beyond one hundred and forty-eight (148), the Employer will add a single open vacation/time in lieu slot to either the day shift or the night shift, as may be agreed by the Parties.

(b) The Employer agrees to create additional open vacation/time in lieu slots, over and above those required pursuant to Clause (a) hereof, on an ad hoc basis, provided that the following conditions are met:

- (i) the said open slots will only be created for ad hoc time off that is applied for pursuant to Subclause 7.01(c)(i);
- (ii) the said open slots will be created by scheduling part-time employees in excess of twenty-four (24) hours per week and up to eighty-four (84) hours per two (2) week period, but the additional hours scheduled

hereunder may not exceed the number of hours for the corresponding newly created additional open slot or slots; and

- (iii) sufficient part-time employees have pre-committed to work hours in excess of twenty-four (24) hours per week, to enable the Employer to comply with Subclause (ii) hereof.
- (c) The Union agrees that, for the purpose of enabling the Employer to comply with Clause (b) hereof, part-time employees may work up to eighty-four (84) hours per two (2) week period, without affecting their part-time status for all purposes under this Collective Agreement.

**8.08** Where an employee has scheduled vacation for time when he/she is entitled to bereavement leave, short term disability, LTD, WSIB or Pregnancy/Parental leave, there shall be no deduction from vacation credits for such absence. Vacation will be reselected into open slots or paid out at year end as provided in Article 8.04.

All other periods of unpaid leaves of absence, except absences for Union business, will reduce an employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.

**8.09** The Employer shall maintain the right to cancel time off where staffing levels would otherwise fall below the core shifts prescribed in the Master Schedule and where all other staffing options have been exhausted. The Employer further undertakes to provide, wherever practicable, fourteen (14) calendar days notice of any such cancellations, and to implement such cancellations, to the extent possible, in reverse seniority.

**8.10** Once per calendar year, on or before December 31, permanent full-time employees may submit a bank lieu time request form supplied by the Employer requesting accrual of overtime in a lieu bank for the next calendar year. The maximum allowable balance is eighty-four (84) regular hours in a calendar year. For example, a twelve (12) hour overtime shift compensated at time and one half, will be banked at eighteen (18) regular hours. The bankable overtime is limited to overtime shift replacement, special events overtime, bi-monthly health and safety inspections resulting in overtime, and full clinical education days as identified in Article 24.02. The maximum will only be reduced at the time the hours are taken or paid out. If the balance is at eighty-four (84) hours employees will have all other overtime paid out at the appropriate rate of pay.

Any time owing that has not been committed to on or before December 1 of each year will be paid out no later than December 31 of the calendar year. There will be no other requests for pay out of the banked time. Employees will not be allowed to carry-over any accumulated time into another calendar year.

Requests for banked time off will only be approved if:

- (a) the Employee has scheduled or used all of their statutory holiday lieu time entitlement, including any remaining partial shift hours; and
- (b) the Employee has scheduled all of their vacation entitlement including any

- (c) remaining partial shift hours; and
- (c) the Employer is able to cover the shift at a non-premium rate

The parties agree that the Employer may use part-time employees beyond twenty-four (24) hours per week in order to fill time off requests for banked over-time, up to eighty-four (84) hours per two (2) week period.

- 8.11 The Union recognizes the classifications of regular part-time ACP and regular part-time PCP.
- 8.12 The Union recognizes the Employer's entitlement to create temporary full-time positions within each classification, provided that such temporary positions are created either by agreement of the Parties or for replacing resources within the same classification that are depleted as a result of absences permitted by this Collective Agreement. In respect of resources that are depleted as a result of open vacation/time in lieu slots pursuant to Article 8.07, the Employer agrees that it will not create more than four (4) full-time temporary positions each year, and that such positions will not exist except between June 1<sup>st</sup> and September 30<sup>th</sup>.

## ARTICLE 9 – LEAVES OF ABSENCE

- 9.01 While on any non-paid leave of absence in excess of thirty (30) calendar days, an employee may, if eligible under the terms and conditions of the insurance benefit programs, pay the full premium cost of a benefit or benefits. There shall be no obligation on the Employer to make any contributions with respect to such premiums, and failure by the employee to pay such premiums in advance will cause benefits to cease.

### 9.02 Bereavement Leave

- (a) An employee shall be granted bereavement leave, without loss of pay or benefits, as follows:
  - (i) Four (4) regularly schedule consecutive work days, on the death of a spouse, common-law spouse or child.
  - (ii) Three (3) regularly scheduled consecutive work days, on the death of a parent, foster or adopted parent, grandparent, grandchild, brother or sister, parent-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Such bereavement leave shall be taken at the time of that bereavement or at the time the employee received notification of such bereavement. Proof of bereavement may be required by the Director, Employee Health and Labour Relations or designate. The definition of immediate family shall be deemed to apply equally to employees engaged in a common-law relationship who are deemed to be spouses pursuant to the *Family Law Reform Act*, as amended.

- (b) An employee may request additional reasonable amount of time off without pay in connection with a paid bereavement under this provision. The Employer will not unreasonably deny such leave.

### **9.03 Jury and Witness Duty**

Employees granted leaves of absence to act as jurors or witnesses will continue to receive their regular pay, exclusive of premiums, provided that they:

- (a) report for work when they are not actually required for jury or witness duty; and
- (b) deposit with the designated HPS representative the amount of fees they receive for their service as a juror or witness, exclusive of allowances for expenses. Failure to do so will result in the employees forfeiting wages for the period during which they acted as a juror or witness; and
- (c) upon their return to work, present to their Supervisor a certificate showing the period of their jury duty or witness service and the amount of compensation received, if any.

- 9.04** Each employee who is required to attend Court or any other hearing/proceeding during his/her regular working hours or during his/her scheduled time off as a result of a service-related incident which occurred during the course of his work, shall receive his regular hourly or overtime rate of pay as applicable for each hour.

### **9.05 Pregnancy and Parental Leave**

Pregnancy and Parental leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000, S.O. 2000, c. 41*, as amended from time to time and specifically as amended by *S.O. 2000, c. 26*.

- 9.06** (a) In respect of the period of pregnancy leave, payments made according to the Employer's Supplementary Unemployment Benefit Plan will consist of the following:
- (i) For the one (1) week Employment Insurance waiting period, payments equivalent to seventy-five percent (75%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior the commencement of the pregnancy leave; and
  - (ii) Up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance (EI) benefits the employee is eligible to receive and any other earnings received by the employee, and eighty percent (80%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave. Employees shall furnish the City with proof of their EI payments.

- (b) In respect of the period of parental leave, payments made according to the Employer's Supplementary Unemployment Benefit Plan will consist of the following:
- (i) For the one (1) week Employment Insurance (EI) waiting period, payments equivalent to seventy-five percent (75%) of the actual weekly rate of pay for her/his classification, which she/he was receiving on the last day worked prior to the commencement of parental leave; and
  - (ii) Up to a maximum of eleven (11) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and eighty percent (80%) of the actual weekly rate of pay for her/his classification, which she/he was receiving on the last day worked prior to the commencement of the parental leave.

**9.07** An employee may request an unpaid leave for personal reasons and such leave shall be granted where it is operationally feasible to accommodate the employee at no additional expense as a result of backfilling or overtime to the Employer. The employee's seniority shall be treated in accordance with the provisions of this Collective Agreement. Request for such leave shall be consistent with any applicable leave policy requirements.

On consent of the Employer, employees shall be given the opportunity to utilize available time in lieu of designated holidays, to minimize or avoid loss of pay.

**9.08 Union Leave**

- (a) Upon request by the Union, confirmed in writing and provided that seven (7) days written notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board Members and Executive Officers of the Union, for the purpose of conducting the internal business affairs of the Union;
- (b) The Union will reimburse the Employer for the wages paid to members of the Executive Board or Executive Officers or the replacement costs if such costs are greater than the wages paid where a leave of absence is granted under this article;
- (c) When an employee is elected as the President or First Vice-President of OPSEU, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office;
- (d) On completion of the employee's term of office, the President or First Vice-President of OPSEU may return to their previous employment and service shall be deemed to be continuous of all purposes. Any leave of absence extending beyond the initial term of office of the President or First Vice-

President/Treasurer shall be a matter to be determined between the Parties and such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave of absence;

- (e) During the term of such leave of absence, the Union will reimburse the Employer for the salary paid to the employee on such leave of absence and contribute the Employer's share of contributions to OMERS and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of any attendance credits accumulated during the leave of absence. The Union will make the Employer's contribution for Unemployment Insurance.

All requests for leave of absence permitted in these sections shall be sent to the Director of the Hamilton Paramedic Service (HPS) or their designate.

- 9.09 Employees may be granted leave of absence without pay to attend Provincial Union meetings, provided that at least seven (7) days notice is given by the Union to a Manager or his designate prior to the absence. Such permission will not be unreasonably withheld.

**9.10 Sick Leave Notification**

In order to qualify for sick leave, an employee must notify their supervisor or designate at least one (1) hour prior to the employee's working day shift and at least one (1) hour prior to the beginning night shift, unless beyond the reasonable control of the employee.

- 9.11 Unpaid time off by LEC and Provincial representatives, for Union purposes, shall be granted where operationally feasible and shall not be unreasonably withheld. When possible, the Union will provide one (1) week of notice.

**9.12 Reservist Leave**

Reservist leave shall be granted in accordance with the *Employment Standards Act, 2000*. Employee will continue to earn seniority and service for the length of the leave.

**ARTICLE 10 – SHIFT CHANGES**

**10.01 Shift Exchanges**

A paramedic will be entitled to exchange a shift with another paramedic subject to the following:

1. The exchange must involve one (1) full shift for another full shift of equal length.
2. A paramedic may only exchange a shift with another paramedic within the same medical classification (i.e. PCP and PCP).

3. The exchange may be made across up to four (4) pay periods.
4. The exchange will not result in any attraction of overtime to either paramedic, other than what would have occurred absent the exchange.
5. The exchange may not result in either paramedic being scheduled for paid time greater than sixty (60) hours in five (5) consecutive calendar days (including any paid continuing education). A paramedic will be denied overtime and/or may have a shift cancelled if the shift exchange would result in the paramedic working more than sixty (60) hours in five (5) consecutive calendar days.
6. The exchange may not result in either paramedic being rescheduled to have less than eleven (11) hours off between the end of one scheduled shift and the start of their next scheduled shift, or any lesser amount of time that may be permitted by any changes to the *ESA* during the term of this Agreement.
7. The exchange may not interfere with pre-scheduled interviews or other appointments that were booked by management prior to receipt of the application for the exchange.
8. An application for the exchange must be submitted by the way of an approved information technology (IT) format and in the prescribed form, before the commencement of the first of the shifts that are being exchanged. Both paramedics must submit the application while logged under their own user name and/or password. In the event that the Employer's computer hardware or software is inoperable, the application must be submitted by fax and in the prescribed form, and signed by both paramedics.
9. In the event that the paramedic rescheduled to a new shift pursuant to a shift exchange fails to report to work for the new shift or has a shift cancelled pursuant to paragraph 5, the paramedic that fails to report to work will be responsible for any costs incurred by the Employer except where the failure to report is the result of an approved bereavement leave, sick leave, emergency personal leave, or jury/witness leave.
10. A total of forty-two (42) shift changes per year, per paramedic will be permitted. This is based on the paramedic making the request. Paramedics are responsible for maintaining their own count of the number of shift change requests. Exceeding the number of shift changes permitted may result in loss of future shift change privileges.
11. Verified performance issues with an individual may result in a loss of shift exchange privileges where a more stable schedule is deemed to be of benefit to manage the performance of either paramedic participating in the exchange.
12. No paramedic may exchange into an open shift.

13. It is each paramedic's responsibility to ensure that they obtain verification of the shift exchange approval for future reference until both exchanged shifts have been worked.

### **10.02 Day/Night Rotation Exchange**

The conditions for Day/Night Rotation exchanges are as follows:

- (a) A maximum of forty (40) paramedics within the service will be entitled to participate in day/night rotation exchange arrangements, in pairs, and representing up to twenty (20) sets of exchange arrangements.
- (b) Exchange arrangements may be between pairs of paramedics assigned to different stations.
- (c) The exchange must be between paramedics in the same medical classification.
- (d) Pairs of paramedics assigned to different stations and who participate in day/night rotation exchanges will alternate between stations, as required to give effect to their rotation exchanges.
- (e) Applications for day/night rotation exchanges must be made to the Employer or designate no later than September 30<sup>th</sup> for the following calendar year.
- (f) If there are more than the prescribed maximum number of applications for day/night rotation changes, approval will be based on seniority.
- (g) Operational considerations will be considered in approving any such requests, but the approval of the Employer shall not be unreasonably withheld.
- (h) In the event that the Employer creates a temporary full-time position to replace either of the paramedics participating in a day/night rotation exchange, the Employer will post the temporary position as comprised of the shifts covered by the day/night rotation exchange. In the event the Employer is unable to fill the temporary position, the subject rotation exchange will end.
- (i) The Employer will be entitled to alter the shift of a paramedic involved in a day/night rotation exchange to facilitate a meeting during times identified within the existing representation agreement, or failing such agreement, regular business hours. The Employer agrees that it will limit its use of this provision to urgent matters or matters that would otherwise result in the meeting being held more than seven (7) calendar days from the request for the meeting being communicated and received by the Union from the Employer.

### **10.03 Station Exchanges**

A paramedic will be entitled to exchange stations on the Master Schedule with another paramedic subject to the following:



1. A paramedic may only exchange stations with another paramedic within the same medical qualifications (i.e. PCP and PCP) and on the same platoon.
2. No paramedic may participate in more than two (2) station exchanges on the Master Schedule in any calendar year, over and above the annual station selection contained in the Master Schedule save and except due to extenuating circumstances subject to approval by the Employer. Such request shall not be unreasonably denied.
3. An application for a station exchange must be submitted to the Employer by way of e-mails or other approved methods from both paramedics before the first of the month, and will take effect, if approved, no later than the end of the month following that in which the later of the two (2) e-mails has been received by the Employer.
4. Operational factors will be considered in approving any such requests and such requests will not unreasonably be denied by the Employer.

**ARTICLE 11 – JOB POSITIONS AND VACANCIES****11.01 Internal Temporary and Permanent Job Positions**

For the purposes of this section, job positions refers to status such as (but not exclusively) full-time and part-time, and/or classification such as (but not exclusively) PCP and ACP. Job positions do not refer to the vacancies on the Master Schedule.

Within fourteen (14) calendar days upon a permanent job position opening, the Employer will post the position. For temporary positions that are expected to exceed forty-two (42) calendar days, the Employer will post the position and may post prior to the position becoming open. If the temporary position is not expected to exceed forty-two (42) calendar days, the Employer will post at their discretion.

The Employer will post permanent and temporary job positions in the following manner;

- (a) The position will be posted for a period of seven (7) calendar days.
- (b) The HPS manager or designate will e-mail all employees, identifying the permanent or temporary position and a copy of the posting will be faxed to all HPS stations to be posted.
- (c) Current employees shall not apply for permanent or temporary job positions in the same classification as their current position.
- (d) It will be all employees' responsibility even if absent from work, to apply within the seven (7) calendar days, not including the first day posted.
- (e) Employees will submit their application for the position by e-mail or in writing.
- (f) Employees will have the opportunity to submit a Notice of Interest form (agreeable to the Parties) for change in status or classification from November 1<sup>st</sup> to November 15<sup>th</sup> of each calendar year for the following calendar year. This Notice of Interest form will expire on December 31<sup>st</sup> of the following calendar year. Employees who have submitted a notice of interest form in applying for another classification or status within the department will be automatically considered for the positions they have applied for, indicated on the Notice of Interest form. All new hires will have the opportunity to complete the Notice of Interest form during their orientation session.
- (g) If multiple applications are received, the position will be filled by seniority if the applicant is qualified for the permanent or temporary position.

The Parties agree that this provision is intended to apply to circumstances in effect as of the currency of this Collective Agreement, and is not intended to limit the Employer's ability to assess qualifications of applicants in respect of

future classifications, future sub classifications or current classifications for which either the provincial or base hospital certification process is eliminated.

- (h) Internal postings will normally be filled within seven (7) calendar days and no later than fifty-five (55) calendar days after the posting closing date, the successful bidder will occupy the position. If the Employer determines that the internal position will not be filled within seven (7) calendar days, a notice will be given to the local President.
- (i) Where a paramedic is the successful candidate of an ACP posting and is in the process of changing his or her level of certification with the Provincial Base Hospital from PCP to ACP, the paramedic will be given a conditional offer of employment. The conditional offer of employment will include a requirement that the paramedic is successful in achieving the ACP certification with the Provincial Base Hospital. At no time will the conditional offer go beyond one hundred and eighty (180) days. The paramedic will not be considered for any ACP posting for a period of one hundred and eighty (180) days from the expiry of the conditional offer.
- (j) The filling of any newly created position (as a result of movement) will follow the same process unless the newly created opening is determined redundant as per 11.01 (k).
- (k) Part-time employees are deemed to possess the ability and qualifications to perform full-time work in their classifications.
  - (i) A part-time employee who changes their status from part-time to full-time will be given service credit on the basis of two thousand one hundred and eighty-four (2184) hours worked being equivalent to one (1) year of full-time service or part thereof. No employee may be credited with more than two thousand one hundred and eighty-four (2184) hours per one (1) year seniority in any calendar year.
  - (ii) At the time of transfer from part-time to full-time any vacation already paid to the employee as per Article 8 will be applied to reduce the vacation pay otherwise payable in the first year of transfer.
- (l) If no internal applications are received for a position, it may be filled by an external applicant.
- (m) If the Employer determines that the vacancy is redundant a notice will be given to the local President and Secretary.
- (n) Where any change in classification or status results in a change of platoon, it is understood that the employee will forfeit their vacation and re-select from any dates that are available.

### **11.02 External Permanent Positions**

In the event that the Employer believes that there may not be employees within the applicants from within the Bargaining Unit and/or applicants with the qualifications required, the position may be advertised internally and externally simultaneously.

### **11.03 External Hires to Temporary Positions**

Temporary positions may be filled with external applicants in the event that no qualified permanent employee has applied for the position.

Employees newly hired to fill such temporary vacancy will be covered by the terms of this agreement, however, will not accrue seniority during the filling of such vacancy. If such employee successfully posts into a permanent position within the bargaining unit, prior to the expiration of the term of the vacancy, they will be credited with seniority from their date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

**11.04** The Union recognizes the Employer's entitlement to create temporary positions within each classification, provided that such temporary positions are created either by agreement of the Parties or for replacing resources within the same classification that are depleted as a result of absences or vacancies permitted as listed below. An employee may fill a temporary position for up to eighteen (18) continuous months as a result of one of the following conditions:

- (a) Maternity/Parental Leave;
- (b) Projects or training with a defined term or task;
- (c) Leave of absence (including Union leaves, jury duty, leaves of absences without pay);
- (d) Illness, injury or accommodation of disability;
- (e) Vacancy created as a result of job sharing;
- (f) Vacancy created by deactivation or suspension;
- (g) Vacancy created by secondment;
- (h) Depletion of resources arising from compliance with Article 8.07 but subject to limitations of Article 8.12;
- (j) Appointment to acting supervisors within HPS.

**11.05 Extension or Termination of Temporary Positions**

- (a) The Employer agrees to notify the Union thirty (30) calendar days in advance of its desire to extend the time limits for a temporary posting. Approval for such extension shall be by mutual consent.
- (b) Upon the return of the absent employee, an employee filling the position on a temporary basis, or the junior employee in the event more than one (1) position in the same classification was being filled on a temporary basis, shall be returned to their former position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their position without loss of seniority.

**11.06 Part-time and Temporary Employees**

The normal hours of work for part-time employees is to a maximum of twenty-four (24) hours per week. Notwithstanding Clause 8.07 (c), part-time employees working in temporary full-time vacancies, will be covered by this article to work full-time hours while maintaining their part-time status. However, this shall not be construed as a guarantee of hours worked.

**11.07 Scheduling Vacancies**

It is understood that permanent or temporary full-time employees being added to a platoon will initially occupy a float vacancy, until the selection process as outlined below has occurred.

**11.08 Scheduling Permanent Vacancies**

Vacancies on the schedule that are permanent will be posted as follows:

- (a) The HPS Manager or designate will e-mail all employees in the affected platoon within seven (7) calendar days, identifying the permanent vacancy.
- (b) Employees on the platoon where the vacancy exists will submit by e-mail their request to move to that position within seven (7) calendar days, not including the first day posted.
- (c) If multiple responses are received, the position will be filled by seniority. If no requests are received for the vacancy, the employee with the least seniority of the platoon will be placed in the position.
- (d) No later than seven (7) calendar days after the posting close date, the successful bidder will be notified and the move will take place.
- (e) The filling of any newly created schedule vacancies (as a result of movement) will follow the same process.

- (f) Job positions will be filled via the processes in 11.01 and 11.02 concurrent with filling schedule vacancies.

### **11.09 Temporary Scheduling Vacancies**

Vacancies on the schedule that are not expected to exceed twenty-eight (28) calendar days will not be posted and may be filled at the discretion of the City. The employee or a member of the LEC will notify the Operations Manager or designate in writing, by fax or an approved IT format if an employee is absent for a minimum of four (4) weeks (28 calendar days). When the Employer is notified that a temporary vacancy exists lasting for a minimum of four (4) weeks (28 calendar days), the Employer will post the temporary vacancy as follows:

- (a) The HPS Manager or designate will e-mail the floats in the affected platoon, identifying the temporary vacancy.
- (b) Employees currently on the platoon where the vacancy exists may submit by e-mail their request to move to that temporary position within seven (7) calendar days, not including the first day posted. This process will be repeated up to a maximum of four (4) times unless otherwise mutually agreed.
- (c) If multiple responses are received, the temporary vacancy will be filled by seniority. If no requests are received for the vacancy, the float with the least seniority of the platoon will be placed in the temporary vacancy.
- (d) No later than seven (7) calendar days after the posting close date, the successful bidder will be notified and the move will take.
- (e) The filling of any newly created vacancies (as a result of movement) will follow the same process.
- (f) In the event that an absent employee being replaced temporarily does not return, the position will be reposted and filled as per the permanent schedule position, Section 11.08.
- (g) Job position will be filled via the processes in 11.01 and 11.02 concurrent to filling schedule vacancies.

### **11.10 Timelines**

In the event that any of the timelines indicated in Article 11 cannot be met, upon mutual agreement, the timelines may be extended.

## **ARTICLE 12 – SENIORITY**

- 12.01** Seniority, as referred to in this Agreement, shall mean length of continuous Bargaining Unit service in the employ of the Employer.

**12.02** An employee will be considered on probation until they have completed one-thousand and ninety-two (1092) hours worked. After one thousand and ninety-two (1092) hours worked, their seniority shall date back to the day on which their employment began. The Employer shall have the exclusive right to discharge employees during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the *Human Rights Code*, the *Employment Standards Act* or other employment related legislation.

**12.03 (a)** The Employer agrees to provide the Union with an up-to-date seniority list not later than June 30<sup>th</sup> and November 30<sup>th</sup> of each year, which will include employees' name, start date, classification, address and phone number. The Employee and the Union shall save the Employer harmless in any action resulting from the Employee not informing the Employer of any changes to their record, as noted above.

The Union has thirty (30) days upon receipt to challenge the list.

(b) New employees with the same date of hire shall have their seniority determined by lottery, as administered by the Union. Once seniority status has been established through the lottery will be maintained accordingly.

**12.04** Seniority shall accumulate in the following circumstances only:

- (a) When off work due to lay off, seniority shall continue to accumulate for a period of time equal to twelve (12) months.
- (b) When off work and in receipt of STD, LTD or WSIB benefits.
- (c) 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. In the event that the leave of absence is for educational purposes, then seniority will continue to accumulate for up to one (1) year during such leave.
- (d) When absent on vacation with pay or on a designated holiday.
- (e) When actually at work for the Employer
- (f) When under Union leave provisions.
- (g) When absent on Pregnancy or Parental leave.
- (h) When absent on Reservist Leave
- (i) When on a Job Share

**12.05** The Union will be notified of all new employees, their start date, department, employee number, position title, classification, address and phone number.

**12.06** Seniority shall terminate and an employee shall cease to be employed by the Employer when he/she:

- (a) Voluntarily quits their employment from the Employer.
- (b) Is discharged and is not reinstated through the grievance procedure or arbitration.
- (c) Fails to return to work within seven (7) calendar days after being notified by registered mail of recall from lay off.
- (d) Fails to return to work upon the termination of an authorized leave of absence unless there has been a mutually agreed upon extension of the leave of absence.
- (e) Accepts gainful employment while on leave of absence without first obtaining the consent of the Employer in writing.
- (f) An employee having been absent from work without leave for two (2) consecutive working days will be viewed as having abandoned their job.
- (g) A lay off continuing for a period of eighteen (18) months
- (h) It is understood that this article is subject to the provisions of the *Ontario Human Rights Code*.

**12.07** It shall be the duty of each employee to notify the Employer of any change of address within seven (7) calendar days of the change. Any notice required of the Employer shall be deemed to have been given, if forwarded by registered mail to the employee at the last address of which the Employer had notice.

**12.08** If an employee transfers from full-time status to part-time status or vice versa, seniority shall be converted on the basis of one (1) year being equal to two thousand one hundred and eighty-four (2184) hours.

**12.09** No employee may be credited with more than two thousand one hundred and eighty-four (2184) hours per one (1) year seniority in any calendar year.

**12.10** Seniority shall be retained, but shall not accumulate, when occupying a temporary or acting position outside of the Bargaining Unit, or when assigned project or training work outside the Bargaining Unit, for a period of six (6) months only. The employee shall continue to pay Union dues, and shall maintain the right to their Bargaining Unit position, during this six (6) month period. Continuation of such an assignment for more than six (6) months shall result in the loss of all seniority.



**ARTICLE 13 – GRIEVANCE PROCEDURE**

- 13.01** The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of this Agreement as quickly as possible.
- 13.02** A grievance shall be defined as a dispute involving the interpretation or alleged violation of the Collective Agreement. If an employee has a complaint he/she will first give opportunity to his/her immediate supervisor or the Manager to discuss and resolve the complaint before he/she files a grievance.
- 13.03** (a) Grievances shall be dealt with in the following manner, providing such grievances are in writing, signed and dated by the grievor or designate, and filed within twenty (20) calendar days of the events causing the alleged grievance. Replies to all grievances shall be in writing at all stages. If the complaint is not resolved, the grievance procedure shall be as follows:
- (b) There shall be no written or verbal agreements with any employee(s) in the Bargaining Unit that are contrary to this Collective Agreement without consultation with the Union representative.
- (c) The Employer will supply the Local President with a copy of any settlements within fourteen (14) calendar days of the settlement.

**13.04 Step One**

The employee, with the assistance of a Steward if he/she so desires, shall first take the matter up with the Operations Manager or his designate. The Operations Manager or designate will meet with the grievor within ten (10) calendar days of receipt of the grievance, and will issue a response in writing within ten (10) calendar days of the meeting.

**Step Two**

The employee concerned, with the assistance of his/her Steward if he/she so desires, shall take the matter up with the Director, Employee Health and Labour Relations or his/her designate, provided such action is taken within ten (10) calendar days of receipt of the reply under Step One. The Director, Employee Health and Labour Relations or designate shall render his/her decision in writing to the employee within ten (10) calendar days of the Step Two meeting. Failing settlement at this state, then Step Three may be invoked as follows:

**Step Three**

- (a) The Union may, within a period of twenty (20) calendar days from the date of receipt of the Reply of the Director, Employee Health and Labour Relations or his/her designate, and with consent of the Director, Employee Health and

Labour Relations, invoke the mediation/arbitration provisions of this Agreement by notice in writing; or

- (b) The Union may, within a period of twenty (20) calendar days from the date of receipt of the reply of the Director, Employee Health and Labour Relations or his designate, refer to an arbitrator. If the Parties do not within ten (10) calendar days agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Minister of Labour upon request of either party.

If no such written request for (a) or (b) is received within the above noted time limit, then it shall be deemed to have been abandoned. These time limits may be extended by mutual agreement of the Parties.

### **13.05 Mediation/Arbitration**

Where a satisfactory settlement of the matter in dispute is not reached, by agreement of the Parties unresolved grievances may be referred to mediation and or mediation/arbitration. The mediator shall be selected by mutual agreement of the Parties and expenses shall be shared equally.

Upon mutual consent, grievances may proceed through the grievance procedure to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informed manner.

The Mediator/Arbitrator shall endeavour to assist the Parties to settle the grievance by mediation. If the Parties are unable to settle the grievance by mediation, upon mutual consent the Mediator/Arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the Mediator/Arbitrator may establish or limit the nature, extent, and form of the evidence and may impose such conditions as they consider appropriate. The Mediator/Arbitrator shall give a succinct decision within five (5) days after completing proceedings, unless the Parties agree otherwise.

- 13.06** By mutual agreement of the Employer and the Union, the time limits stated in the grievance procedure may be extended.

- 13.07** Any complaint or grievance filed as a group grievance shall be originated under Step Two.

- 13.08** All reasonable attempts will be made to schedule meetings noted above in Clause 13.06 to the mutual convenience of the Parties, however, the Parties recognize that the scheduling of said meetings is often at the discretion of a third party. The Employer agrees to grant an unpaid leave of absence for members of the Local Executive Committee (LEC) to attend mediation and/or arbitration meetings, should members of the (LEC) be scheduled to work when such meetings are scheduled.

- 13.09** Policy grievance is hereby recognized whereby either party to this Agreement may submit a matter in dispute between them involving the interpretation or application of the Collective Agreement to grievance beginning at Step 2 of the Grievance Procedure

provided this is submitted within twenty (20) calendar days of the event which is being grieved

#### **ARTICLE 14 – ARBITRATION**

- 14.01** The Parties agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been carried through all the steps of the grievance procedure outlined in Article 13 above, and which has not been settled or referred to the mediation/arbitration process, may be referred to arbitration at the request of either of the Parties hereto in accordance with the applicable article.
- 14.02** Either of the Parties to this Agreement may notify the other Party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the Party desiring the arbitration do not, within a period of fourteen (14) calendar days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either Party.
- 14.03** The Parties shall share equally the fees and expenses of the arbitrator.
- 14.04** Any arbitrator appointed pursuant to this article has no jurisdiction to alter, modify or amend the Collective Agreement or make any decision that is inconsistent with the provisions of this Agreement.

#### **ARTICLE 15 – DISCIPLINE/DISCHARGE CASES**

- 15.01** A claim by an employee, subject to Article 12.02, that they have been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director, Employee Health and Labour Relations or designate at Step 2 of the Grievance Procedure within twenty (20) calendar days after the employee ceased working for the Employer.
- 15.02** When an employee has been dismissed without notice, he/she shall have the right to interview his/her steward for a reasonable period of time before leaving the Employer's premises. Failure to do so will not void the discharge.
- 15.03** Within fourteen (14) calendar days of the Employer becoming aware of an incident or concern arising out of an employee's work, the Employer will give written notice to the employee. This notice shall outline the specific particulars of the work performance that led to the complaint.

The employee's written reply to such notice shall become part of his record. If this procedure is not followed such complaint, incident or concern shall not become part of the employee's record for use against him at any time. This applies with respect to the conduct of an employee, in the event of complaints by persons outside the Employer such as an outside agency, the media, or a member of the public.

The Employer will be deemed to have complied with the above obligations to give written notice if it hand delivers same or sends same by way of the Employer's e-mail system or by letter mail.

The Employee and the Union will be given a copy of any written complaint while protecting the identity of the complainant.

- 15.04** An employee who maintains a clear record for a period of eighteen (18) months following their last warning or suspension shall have their record cleared at the end of such period.
- 15.05** An employee who is required to attend a meeting with the Employer, for the purpose of discussing a matter which may result in discipline being taken against the employee, shall be made aware of the purpose of the meeting and a Union Representative may attend the meeting. The Union will be provided an opportunity to meet with the employee for up to fifteen (15) minutes prior to the meeting. The affected employee shall be paid at the applicable rate of pay for the period of time being interviewed by the Employer.

#### **ARTICLE 16 – STEWARDS**

- 16.01** (a) The Employer acknowledges the right of the Union to appoint or otherwise select Union Stewards. All stewards shall have completed their probationary period. The name of each of the stewards shall be given to the Employer in writing and the Employer shall not be required to recognize any such stewards until it has been so notified.
- (b) In matters of discipline involving Level 2 discipline or above, the Employer shall provide notification in writing of such discipline to the Union President within forty-eight (48) hours of such discipline.
- 16.02** The Employer agrees to recognize a Bargaining Unit Negotiating Team consisting of the Local President and four (4) additional members of the Bargaining Unit plus a paid representative of the Ontario Public Service Employees Union. Time spent in negotiations/caucus, including essential services negotiations, up to and including Conciliation shall be considered at work time paid by the Employer. The Union may bring outside counsel to the table as required.

#### **ARTICLE 17 – CHECK OFF OF UNION DUES**

- 17.01** The Employer shall deduct from the regular pay of each employee in the Bargaining Unit, starting with the pay period nearest to the employee's date of hire, an amount equivalent to such Union dues as may be designated by the Union from time to time. The Employer agrees to remit this amount to the Accounting Department of the Union,

100 Lesmill Road, North York, Ontario not later than the 15th day of each month following deduction, accompanied by a list of names, and with the first dues deduction, the S.I.N. numbers of the employees from whose pay the dues have been deducted.

The Employer agrees that, should negotiations result in retroactive payment of salary increases, the Employer will deduct the amount of dues required by the Article at the time the payment is made. Retroactive dues payments do not apply to the first Collective Agreement.

- 17.02** The Employer agrees to include on the T4 slips of each employee affected by this Article the annual total of dues deducted.
- 17.03** The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised will continue to be deducted until changed by further written notice to the Employer.
- 17.04** The Union will indemnify and save the Employer harmless against and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this article.

#### **ARTICLE 18 – WAGE AND CLASSIFICATION RATES**

- 18.01** The hourly rates and classifications shall be as set out in Schedule "A" attached hereto.
- 18.02** An employee, who transfers from part-time to full-time or vice-versa under Article 10, shall be paid at the applicable hourly rate. For clarity, two-thousand one hundred and eighty-four hours (2184) shall equal one (1) year of service.
- 18.03** Employees' wages shall be directly deposited into an account at a banking institution of their choice, which accepts electronic transfer.
- 18.04** Employees may be re-classified to a lower rated classification only due to inability to perform the job or exercise of seniority rights in the event of lay off.
- 18.05 New Classifications**
- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within twenty (20) calendar days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the Parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration

as provided in the Agreement within fifteen (15) calendar days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classification.

- (b) When the Union believes changes in the job content of an existing classification causes such classification to become a new classification, the Employer will meet with the Union to negotiate the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) calendar days of such meeting.

The Parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive to the date the substantive change or new classification was implemented by the Employer.

#### **ARTICLE 19 – MEAL ALLOWANCE**

**19.01** Employees who are required to work a minimum of two (2) hours or more beyond their daily schedule shall receive a meal allowance in the amount of seven dollars (\$7.00).

**19.02 (a)** The Employer will endeavor to provide one half (1/2) hour uninterrupted paid meal break for each crew between four (4) and six (6) hours after the start of an eight (8) hour shift, and two (2) half (1/2) hour uninterrupted paid meal breaks for each crew between four (4) and six (6) hours and between eight (8) and ten (10) hours after the start of a twelve (12) hour shift.

- (b) It is understood by the Parties that because of the nature of the service, employees shall at all times respond if dispatched during their meal break, to Priority 3 and 4 emergency and incident standby calls.

**19.03** In the event that crews are not permitted to take their uninterrupted meal break the Employer will pay the sum of thirteen dollars (\$13.00) to each crew member for each missed meal break. No receipts are necessary to claim this allowance.

#### **ARTICLE 20 – UNIFORMS**

**20.01 1.** The Employer agrees that they will supply to each full-time and part-time OPSEU staff member currently employed with the service at the time of issuance, a rain jacket and pants that have requisite reflective striping on the legs and jacket, and a pair of winter gloves. The total upset limit of these items, tax included and insignia of HPS on the back of the jacket will be one hundred and fifteen dollars (\$115.00) for rain gear and twenty dollars (\$20.00) for gloves, the cost to be borne by the Employer.

- 2. The Employer agrees to the following terms for each calendar year;

- (a) All full-time OPSEU staff covered by this Agreement shall be entitled to reimbursement for uniform alteration up to a maximum of seventy dollars (\$70.00) per year upon presentation of receipts and part-time staff up to a maximum of thirty-five dollars (\$35.00). Original receipts for reimbursement must be provided to their immediate supervisor by November 15<sup>th</sup>, for the previous twelve (12) months and must state on them "Paramedic Uniforms".
- (b) All full-time OPSEU staff covered by this Agreement shall be entitled to one two hundred (200) cleaning card points for each calendar year and part-time one hundred (100) cleaning card points each year, using the vendor as determined by the Employer. Each square on the cleaning card is worth one (1) point and the squares equal the following:
- 4 squares for 1 parka
  - 2 squares for 1 pant or tunic or sweatshirt
  - 1 square for a shirt
3. Upon hiring new full-time or part-time staff the employee will be issued the items in the list in Schedule "C". These items shall constitute the full uniform, and protective and accessory equipment allotment for the employee's first year, but safety eye wear and safety footwear are dealt with elsewhere in this Collective Agreement.
4. For subsequent years the uniform, protective and accessory equipment issue shall be in accordance with the provisions of Schedule "B" whereby the Employer will annually provide each full-time paramedic with a maximum of three hundred and ninety five (395) points and part-time staff one hundred and ninety five (195) points, but for safety prescription eye wear and footwear which is dealt with elsewhere in this Collective Agreement. The Employer will ensure each HPS unit is supplied with safety helmets and safety vests.
5. The aforementioned credits may be redeemed using an order form based on Schedule "B", for each upcoming year sent to HPS Director or designate no later than time designated.
6. Items in Schedule "B" with a "Yes" means the paramedic must maintain sufficient quantities in good condition of those items during each year of their employment. "No" means there is no obligation of employee to have this item though if it is being worn or used in the workplace it must be in good condition.
7. The employee will replace mandatory items lost or that are deemed to be in poor condition due to normal wear. The employee will be required to draw upon points in any year current and any year forward as necessary to do the same.

8. Should an employee require replacement of an item in Schedule "B" during the course of a year and prior to the submission of the annual order the employee must obtain written permission from the HPS Director or designate to obtain the same and the corresponding value will be debited from the employee's credit allotment for the next available year but for any approved item in Clause #9.
9. Where a mandatory item is damaged in the workplace during extenuating circumstances an incident report will be required from the paramedic and the item damaged must be retained for review by the HPS Director or designate. Each case will be reviewed for its merits and reasonable consideration given for a one (1) for one (1) replacement with no debit from the annual points. Optional items are not included for debit free replacement.
10. Substantial changes to items in Schedule "B" and "C" may be made during the life of this Agreement if mutually agreed. If the Employer determines that a "mandatory item" is to be made obsolete, the Employer will replace the obsolete item with an acceptable alternative, in a quantity to be determined in accordance with Schedule "C".
11. All items are considered property of the City of Hamilton and are intended for the exclusive use of employees for the purpose of the performance of duties assigned to members of this bargaining unit.
12. Upon resignation or termination from Hamilton Paramedic Service, the employee shall return to the Employer, all uniform and equipment items issued to the employee in the previous five (5) years.

**20.02** Boots, as herein described, shall become a mandatory part of the uniform worn by all paramedics. Every employee is responsible to ensure that all foot wear complies with regulations as determined by the Employer.

The Employer agrees to pay all employees the sum of one hundred and fifty-five dollars (\$155.00) for the purchase of safety boots on a yearly basis. Such payment shall be made no later than January 31<sup>st</sup> of each year.

## **ARTICLE 21 – PART-TIME AND TEMPORARY EMPLOYEES**

**21.01** Upon completion of one thousand and ninety-two (1092) hours of work in a classification, a part-time employee shall be considered as having completed their probationary period.

### **21.02 Benefits and Vacation**

Part-time employees will receive six percent (6%) of regular earnings in lieu of earned benefits other than pension, which will be paid on a bi-weekly basis.

In the event that a part-time employee is enrolled in and contributes to the OMERS pension plan, the Employer shall make the Employer's required contributions.



In the event that a part-time employee is not enrolled in the OMERS pension plan, the employee will receive an additional six percent (6%) of regular earnings in lieu of pension benefits, which will be paid on a bi-weekly basis.

Part-time employees shall be paid their vacation entitlement on a bi-weekly basis at the percentage rate of earnings as outlined below.

VACATION	QUALIFICATION % VACATION PAY
26 years	15.20%
20 years	12.8%
19 years	12.4%
16 years	12%
13 years	11.2%
7 years	8.8%
2 years	7.2%
1 year	4.8%
Less than one (1) year of service.	4.0%

### **21.03 Statutory Holidays**

An employee will be entitled to Statutory Holiday pay if they meet the criteria under the *Employment Standards Act*.

If an employee works on a Statutory Holiday, the employee will be paid double time for all hours work. They will be paid in accordance with the Statutory Holiday provision of the Collective Agreement.

**21.04** The normal hours of work for employees covered by this article shall be to a maximum of twenty-four (24) hours per week. However, this shall not be construed as a guarantee of hours worked.

**21.05** Once assigned to a shift, part-time employees may take part in shift changes.

**21.06** All part-time staff shall submit a minimum availability of six (6) shifts per month, and may be required to work a minimum of four (4) shifts per month. Assignment of work to part-time employees is subject to the operational needs of the service and amount of open shifts available.

**21.07** Monthly scheduling of shifts for regular part-time and casual part-time employees shall be performed on the following basis:

- (a) It is recognized that regular part-time employees receive one (1) pre-set recurring shift in each Sunday to Saturday time period, and that their availability, as submitted under Article 21.06, shall not include their recurring shifts. Regular part-time employees may be scheduled for more than one (1) pre-set shift at their request.

- (b) Shifts that are available after all regular part-time employees have been assigned their shifts as above shall be assigned to casual part-time employees, in order of seniority and subject to their availability, such that they receive not more than one (1) shift in each Sunday to Saturday time period.
- (c) Shifts that are still available after the distribution process pursuant to Clause (b) shall be assigned to regular part-time and casual part-time employees, in order of their merged seniority and subject to their availability, such that they receive not more than one (1) additional shift in each Sunday to Saturday time period. This process shall be repeated until all shifts are filled.
- (d) It is recognized that due to limitations in part-time employees' availability, the within process will not result in full equalization of shifts among part-time employees.
- (e) This article will not be construed as a guarantee of work, except in respect of the pre-set recurring shifts for regular part-time employees, which in any event is subject to the lay off provisions in this Agreement. Nor shall this article be construed as an agreement to schedule part-time employees for hours of work beyond what is provided elsewhere in this Agreement.

## **ARTICLE 22 – PERFORMING BARGAINING WORK**

- 22.01** Persons not covered by this Agreement will not be assigned duties normally assigned to employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or when early response functions are required in medical emergency situations when regular employees are not readily available, and except as provided elsewhere in this article or in this Agreement.
- 22.02** Supervisors and persons above the rank of Supervisor shall be entitled to be assigned and to perform Bargaining Unit work under the same conditions as they performed such work prior to December 15, 2006, and as authorized elsewhere in this Agreement.

## **ARTICLE 23 – HEALTH AND SAFETY**

- 23.01** The Employer shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate in the prevention of accidents and in the reasonable promotion of health and safety of all employees.
- 23.02** The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees. Such items, not included in Schedule "B" and "C", shall be replaced when the Employer deems it necessary.
- 23.03** All health and safety complaints will be dealt with in accordance with the *Occupational Health and Safety Act*.

**23.04** The Employer and the Union agree to recognize the Joint Health and Safety Committees and the right of the committees to represent the employees in all matters dealing with Health and Safety subject to the *Occupational Health and Safety Act of Ontario 1990 RSO*.

The Union/Management Health and Safety Committee will be maintained during the life of this Agreement. The Committee shall consist of eight (8) members, four (4) of whom will be appointed by the Union.

The Union Health and Safety Representatives will be trained by the Employer as Certified Worker Representatives, with the cost of such training, including wages, to be paid by the Employer.

**23.05** If an employee suffers a WSIB compensable illness or injury they will be paid for the balance of the initial shift on which they have been sent home or to a hospital or doctor because of such illness or injury. If required the Employer will supply and pay for transportation to the hospital, or doctor's office, and back to the employee's work site and/or home.

## **ARTICLE 24 – TRAINING**

### **24.01 Preceptorship Stipends**

The Parties agree that the provisions contained in this article are not applicable for the preceptorship of those employees enrolled in an ACP training program.

- (a) The Employer agrees to pay a stipend of one dollar and fifty cents (\$1.50) for each hour an employee is assigned as a preceptor for ACP students.
- (b) , The Employer agrees to pay a stipend of one dollar (\$1.00) for each hour an employee is assigned as a preceptor for PCP students.
- (c) Such stipend for the preceptor is applicable only for those hours where the student is engaged in "street service" hours.
- (d) The number of hours that the Employer shall pay the stipend as outlined in (a) and (b) above shall not exceed five hundred and fifty (550) hours per student.
- (e) No ACP or PCP student shall be eligible for any additional remuneration with respect to preceptorship while a student.

### **24.02 HPS – Hospital Clinical & Classroom Education Training**

- (a) The Employer agrees to provide those employees that are certified as Advanced Care Paramedics (ACP) five (5) classroom or hospital clinical education/training sessions in each calendar year.

- (b) The Employer agrees to provide those employees that are certified as Primary Care Paramedics (PCP) three (3) classroom or hospital clinical education/training sessions in each calendar year.
- (c) The Employer reserves the right to add one (1) additional classroom or hospital clinical education/training session for ACPs and PCPs per year if necessary, under the terms noted herein.
- (d) Employees will attend classroom and hospital education/training on days when they are not scheduled to work.
- (e) Payment for all classroom and hospital clinical education/training will be at one and one-half (1 ½) times the employee's regular rate of pay for all full-time employees, and will be at the employee's regular rate of pay (straight time) for all part-time employees.
- (f) Full-time employees may elect to attend classroom or hospital clinical education/training sessions on a regularly scheduled vacation day. Employees attending classroom or hospital clinical education/training session on a regularly scheduled vacation will have one (1) day vacation deducted from the vacation entitlement. Payment for employees electing to attend classroom or hospital clinical education/training sessions on a vacation will be paid at one and one-half (1 ½) times the employee's regular rate of pay.
- (g) Notwithstanding Clause (e), when an employee works an overtime shift, and their next scheduled shift following the overtime shift is a classroom or hospital clinical education/training session, the employee will be paid at two (2) times their regular rate of pay for attendance at the classroom or hospital clinical education/training that immediately follows the overtime shift. Additionally, when an employee attends a classroom or hospital clinical education/training session, and their next shift following the training is an assigned overtime shift, the employee will be paid at two (2) times their regular rate of pay for the overtime shift that immediately follows their attendance at the classroom or hospital clinical education/training.
- (h) The Employer will post a selection of dates on which any classroom and hospital clinical education/training will occur. Employees will submit their preferences for dates, and the Employer will schedule the sessions and post the schedule. In the event that demand for any particular classroom or hospital clinical education/training session exceeds the capacity of the session, scheduling shall occur on the basis of seniority.

It is agreed that the Employer will pre-determine and post the capacity of each continuing education class specifically for OPSEU 256 members at the time of the posting. These positions will be filled by seniority and the indicated preference of OPSEU members.

- (i) Notwithstanding Clauses (d) to (h) inclusive, those employees that are scheduled on the Master Schedule in the "Emergency Transfer" positions (presently M-W 07:30-17:30 & F 08:00-18:00, and M-F 08:00-16:24), shall be permitted to attend classroom or hospital clinical education/training on their regularly scheduled day of work, if they so choose, with the understanding that should they choose to attend on their regularly scheduled day of work, that any time spend in classroom or hospital clinical education/training session will be paid at straight time.

## **ARTICLE 25 – MAINTENANCE OF CERTIFICATION**

### **25.01 Decertification/Deactivation**

- (a) Where an ACP is deactivated by the Base Hospital he/she shall be employed as a PCP, if qualified, for the next period of eighty-four (84) hours of work where he/she shall perform PCP duties. Similarly, if a PCP is deactivated by the Base Hospital, or the deactivated ACP is not qualified to work as a PCP, he/she shall be assigned to alternative meaningful work duties by the Employer, for the next period of eighty-four (84) consecutive hours of work. The purpose of providing the above work is to provide employment during the paramedic's reactivation efforts. The Employer will attempt to assist the paramedic in his/her reactivation efforts by providing access to all reasonable resources, if available. Such resources may be used during the paramedic's periods of unassigned duties or his/her off duty time.

Following completion of the eighty-four (84) consecutive hours, the paramedic will be offered employment as a PCP, if qualified, and if a position is immediately available, subject to operational requirements. If a full-time position is not available, the paramedic may request to fill an available part-time position until a full-time position becomes available. If a PCP position is not available, or if the paramedic declines a part-time position, the paramedic will be given an unpaid leave of absence for a period of up to six (6) consecutive months.

Where a PCP is deactivated, following completion of the eighty-four (84) consecutive hours of alternative meaningful work duties by the Employer, the paramedic will be given an unpaid leave of absence for a period of up to six (6) consecutive months. The purpose of providing this unpaid leave of absence is to give the paramedic time to facilitate an appeal of the deactivation or to reactivate his/her certification.

- (b) Where an ACP is decertified and he/she is not qualified to work as a PCP, or where a PCP is decertified, the paramedic will be given an unpaid leave of absence for a period of up to six (6) consecutive months. The purpose of providing this unpaid leave of absence is to give the paramedic time to facilitate an appeal of the decertification or to become recertified.
- (c) A paramedic, who is ordered by the MOHLTC EHS, to take a re-qualifying examination to retain his/her certification, shall, if unsuccessful in that

examination and therefore, not qualified to work as a paramedic, be given an unpaid leave of absence for a period of up to six (6) consecutive months. The purpose of providing this unpaid leave of absence is to give the paramedic time to re-write the examination. The Employer will attempt to assist the paramedic in his/her efforts by providing access to all reasonable resources, if available.

- (d) The opportunity to participate in an unpaid leave of absence for a period of up to six (6) consecutive months, in the above provisions of this article including 25.01 (a), (b) and (c), can be exercised a maximum of three (3) times in a two (2) consecutive year period.
- (e) In the event of the introduction of any other level of certification, the same principles shall apply.
- (f) Levels of certification are as defined under the *Ambulance Act*.
- (g) Failure to resolve the certification and/or qualification issue in the time periods outlined in Article 25.01, will result in the paramedic having his/her service and seniority with the Employer deemed terminated.

**25.02** It is further agreed that any costs associated with re-certifying qualifications required under the *Ambulance Act* upon return from a personal or Union leave of absence are the sole responsibility of the employee.

## **ARTICLE 26 – LAY OFF AND RECALL**

### **26.01 Order of Lay offs**

- (a) Where it becomes necessary to reduce staffing levels, employees will be laid off in the following order:
  - Temporary staff with no seniority
  - Temporary full-time staff will be reduced to part-time status
  - Part-time staff, in reverse order of seniority
  - Full-time staff, in reverse order of seniority
- (b) The Employer shall not hire any new employee to perform work customarily and regularly performed by Bargaining Unit employees while a qualified Bargaining Unit member is on lay off with recall rights.

### **26.02 Temporary Lay offs**

- (a) A temporary lay off is defined as a lay off for a period of less than thirty (30) calendar days.

- (b) In the event that there is a need for temporary lay offs, the Employer will provide at least fourteen (14) calendar days notice to the effected employees.
- (c) The notice period shall begin when the employee receives written notice. Copies of such notice will be provided to the Union Local.
- (d) The employee is deemed to receive notice on the date written notice is given to him/her by hand or the date of registration, if given by registered mail.
- (e) The affected employee will not receive severance pay during the temporary lay off.

### **26.03 Permanent Lay offs**

- (a) In the event of a permanent lay off, an employee shall receive ten (10) calendar weeks of lay off notice or pay in lieu thereof.
- (b) The notice period shall begin when the employee receives written notice. Copies of such notice will be provided to the Union Local.
- (c) The employee is deemed to receive notice on the date written notice is given to him/her by hand or the date of registration, if given by registered mail.
- (d) Permanent lay off is any lay off which is greater than a thirty (30) calendar day duration.

### **26.04 Access to Work**

- (a) It is agreed that a laid off full-time employee will have first access by seniority to any and all work up to the normal weekly full-time hours of work as covered by this Collective Agreement.
- (b) If all laid off full-time employees have been assigned their full hours, laid off part-time employees in order of seniority, will have access to any additional hours of work that is covered by this Agreement.
- (c) The employees must be qualified to work at the time that the work is to be performed.
- (d) If the Employer offers work to or recalls an employee and where the employee is required to recertify to maintain their qualifications as a paramedic, the Employer will provide up to one eight (8) hour shift at the regular rate of pay. The Employer will not be required to provide up to one (1) eight (8) hour shift if recertification is not necessary.
- (e) Access to these hours of work will continue until the laid off employee's recall rights have expired.

- (f) This opportunity applies for the duration of lay off as long as recall rights exist for the laid off employee. If the employee has not been recalled to full-time employment as of expiration of recall rights, their 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.

#### **26.05 Recall Rights**

- (a) Employees, by seniority, shall have opportunity of recall from a lay off, for a period of eighteen (18) consecutive calendar months from the effective date of the start of their lay off, or the date the lay off would have begun.
- (b) Any employee who has not been recalled within the above stated recall period, will have their service and seniority with the Employer deemed terminated.
- (c) The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- (d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The employee is solely responsible for his/her proper address being on record with the Employer.
- (e) A person shall lose their recall rights if they do not accept the recall, or they fail to report for duty within fourteen (14) calendar days of receiving notice of recall, or are otherwise not recalled for a period of eighteen (18) calendar months following lay off.
- (f) An employee, who is laid off prior to the start of a pregnancy/parental leave after a lay off begins, shall have the recall clock continue to run for the period of eighteen (18) consecutive calendar months as noted above.
- (g) An employee, who files a claim for Short Term Disability/Workers Compensation, after notice of lay off has been received, shall have the recall clock continue to run for the above eighteen (18) consecutive calendar months.
- (h) Recalled employees must be qualified to perform their duties. In the case of a paramedic on lay off, who does not possess the necessary certifications to perform delegated medical acts pertaining to a Primary Care Paramedic classification, they will be deemed qualified to perform the required duties if they obtain the necessary Primary Care certifications by the date of the first shift worked. Employees who were classified as Advanced Care Paramedics who are no longer qualified as ACPs will be allowed to practice at the Primary Care Paramedic level on recall if they obtain the necessary Primary Care certifications by the date of the first shift worked and until they are able to reactivate their ACP certification. Such employees will be paid at the Primary Care level until they are requalified as an ACP.



**26.06 Benefits on Lay off**

The Employer agrees to continue coverage for all benefits plans for laid off employees for a period of thirteen (13) weeks providing the employee has completed their probationary period. In the event the lay off is deemed by the Employer as temporary and exceeds thirteen (13) weeks the Employer agrees to continue benefits for the entire period of the temporary lay off. Benefit plans shall mean; dental, drug, vision care, group life and Ontario Health Insurance.

**26.07 Voluntary Exit Option**

An employee who has not received notice of lay off may offer to be laid off in place of a more junior employee. The Employer retains the sole discretion to accept this offer. If the employee's offer is accepted he will be deemed to have been laid off on the date provided to the junior employee, or such earlier date as may be agreed, in which case notice of lay off is not applicable to the employee, but severance pay is applicable.

**26.08 Successor Rights**

In the event that there is a sale of the Employer's business the Employer agrees to recommend to the purchaser that it give first consideration to the full-time employees in the Bargaining Unit for available positions in the business being purchased subject to the necessary ability and qualifications being present. Should less than the full complement of full-time employees be offered positions by the purchaser the Employer will recommend to the purchaser that offers of employment will be on the basis of seniority subject to the necessary ability and qualifications being present.

**26.09 Transfer of Seniority**

Employees hired after August 1, 2000 from outside the Bargaining Unit shall not be able to transfer seniority from their former employer and shall be placed at the bottom of the seniority list.

**26.10 Contracting Out**

No employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.

**26.11 Justice and Dignity**

During an investigation by the Employer, an employee, at the Employer's option, may remain at work or may be re-assigned to non-patient duties or placed on leave of absence with pay, or on a leave of absence without pay if there are compelling reasons.

**26.12 Base Hospital Discipline**

Should the Base Hospital deactivate/decertify a paramedic, the Employer agrees to make reasonable attempts to facilitate a meeting between Local 256, the Employer the

Base Hospital and the Provincial Base Hospital Advisory Group, to discuss issues of mutual concerns.

**26.13 Liability Insurance**

Upon request of the Local Union, and with reasonable notice, the City will provide a Union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

**ARTICLE 27 – SEVERANCE**

**27.01** Employees shall be afforded severance pay in accordance with the *Employment Standards Act*.

**27.02** A part-time employee who is entitled to severance pay pursuant to this provision will have “one (1) week’s pay” for the purposes of the severance pay calculation determined as follows:

One (1) week’s pay will be equal to the average number of regular non-overtime hours worked per week by the part-time employee over the fifty-two (52) week period prior to the date of separation of employment, multiplied by the regular non-overtime rate of pay applicable to such part-time employee at the time of separation from employment.

**27.03** If, on separation from employment or permanent lay off under this provision, an employee has continuous service which includes both part-time employment and full-time employment, two thousand one hundred and eighty-four (2184) hours of part-time work will equal one (1) year of service for the purpose of determining the employee’s overall length of service under this provision.

**ARTICLE 28 – LOSS OF LICENCE**

**28.01** An employee who has his driver’s license temporarily revoked will be considered on a leave of absence without pay and benefits for the duration of the license suspension to a maximum of twelve (12) months.

**ARTICLE 29 – BASE SELECTION**

**29.01** From time to time the Employer may need to transfer employees due to operational needs to achieve balanced coverage. The transfer of full-time employees to an alternative work schedule or location for that purpose will be carried out in accordance with Article 11.08 and 11.09.

**ARTICLE 30 – TECHNOLOGICAL CHANGE**

**30.01** The Employer has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) calendar days prior to the introduction or implementation of substantial technological change affecting employees, the Employer shall, by written notice, furnish the Union with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting (a) the nature and degree of change, (b) the date or dates on which the Employer plans to effect the change, (c) the location or locations involved.

**ARTICLE 31 – PRINTING OF COLLECTIVE AGREEMENT**

**31.01** The Parties agree that they will share equally the cost of printing the Collective Agreement.

**31.02** Where the masculine gender is used in this Agreement it shall be deemed to include the feminine gender.

**ARTICLE 32 – EMPLOYEE BENEFITS****32.01 Bridging**

The Employer agrees that it will continue payment without interruption to those employees who file for WSIB or LTD at the rates of pay, which would have been paid by WSIB or LTD. Such payment shall not take place unless the employee signs a waiver acceptable to the Employer directing any funds be paid directly to the Employer. At such time as the claim is decided by WSIB or the LTD carrier payment of the benefit will revert to direct payment from the carrier.

Further, such payment shall not take place unless the employee signs a bridging contract and waiver form as provided by the Employer. Such form shall direct repayment of any funds advanced to cover the bridging period to be paid directly to the Employer. Bridging forms approved by the Parties will be supplied by the Employer and signed upon hiring. The Employer will ensure all employees have had an opportunity to sign the appropriate bridging forms.

**32.02** In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employee's Retirement System Plan (OMERS).

**Benefit Plans**

**32.03** The benefits provided hereunder shall continue for the life of this Agreement. The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.

**32.04** On completion of the three (3) calendar month waiting period, an employee shall be entitled to the following benefits:

- (a) Income protection, as per the attached Schedule "D"
- (b) Group Life Insurance, as per the attached Schedule "E"
- (c) Extended Health Care and Dental Care Plan, as per the attached Schedule "F"

**32.05** All eligible employees, dependants, and retirees must be enrolled in the Ontario Health Insurance Plan (O.H.I.P.) as per the regulations.

**32.06** Subject to future amendments to the *Ontario Human Rights Code*, the following provisions regarding benefits will apply to employees who work after having attained the age of 65:

- (a) Full-time employees who would otherwise qualify for full benefits will receive:
  - (i) in respect of any regular OMERS contributions that the employee is permitted or required to make and does make, the employer's corresponding contribution;
  - (ii) subject to paragraph (c), prescription drug benefits for drugs other than those ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto;
  - (iii) Extended Health Care Benefits (other than for prescription drugs), Dental Benefits and STD Benefits; and
  - (iv) a non-taxable death benefit in the amount of \$10,000.00, payable to the employee's estate or designate in the event the employee dies prior to termination or retirement.
- (b) Full-time employees who would otherwise qualify for full benefits will not receive:
  - (i) other than the above-mentioned STD, any form of life or disability insurance that would otherwise be provided or made available, including, without limitation, Long Term Disability benefits and Life Insurance.
  - (ii) subject to paragraph (c), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.
- (c) In the event that the Ontario Drug Benefit Plan or any successor thereto is amended such that full-time employees who have attained the age of sixty-five (65) are, or may become ineligible, to receive prescription drug benefits under that Plan in certain circumstances, the employer and the Union will consider whether it is necessary or appropriate to amend the provisions of clauses (a)(ii) and (b)(ii), and if so, they will negotiate alternate provisions respecting

prescription drug benefits that do not result in a greater overall cost to the employer than would have been incurred in the absence of such amendments.

**32.07** Positive Re-enrolment and coordination of benefits will be mandatory when requested by the Employer. If an Employee does not complete Positive Re-enrolment, and sufficient notice has been provided to the Employee to do so, benefit coverage may be suspended for that Employee and their dependents until the Positive Re-enrolment obligation has been completed.

### **ARTICLE 33 – CORRESPONDENCE**

**33.01** All written communications relating to matters arising out of this Agreement will be addressed as follows:

To the Employer: City Hall  
71 Main Street West  
Hamilton, Ontario L8P 4Y5  
Attn: Director, Employee Health and Labour Relations

To the Union: Ontario Public Service Employees Union  
505 York Blvd, 2<sup>nd</sup> floor  
Hamilton, ON L8R 3K4  
Regional Staff Representative  
Telephone: 905-892-5729 or 1-800-268-7376  
Facsimile: (905) 525-2377

All communications or correspondence as it relates to day to day operations of the Local will be sent to the Local President or as directed by the Local.




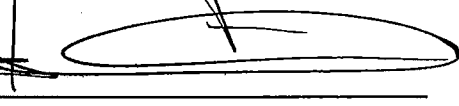
**ARTICLE 34 – DURATION**

**34.01** The Collective Agreement shall be effective from April 1, 2016 and expire on March 31, 2020. It shall continue in effect from year to year thereafter unless either Party gives notice to the other Party of its desire to amend or terminate this Agreement. Any such notice must be in writing and given in the ninety (90) calendar day period prior to.

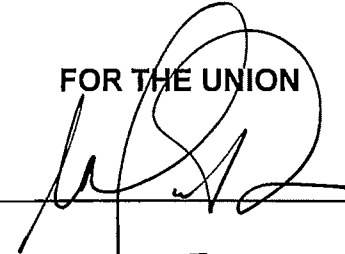
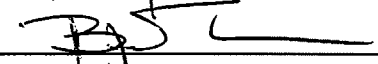
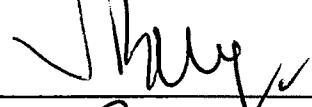


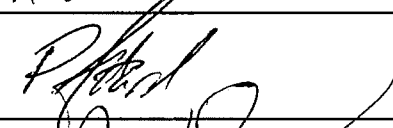

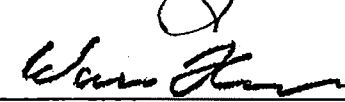
This Collective Agreement signed on behalf of the Parties by their respective officers or properly authorized officials as noted below.

Dated at Hamilton, Ontario this 7<sup>th</sup> day of November 2017.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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**LETTER OF UNDERSTANDING**  
**EMPLOYEE RELATIONS COMMITTEE**

**Article 1 – Unit Covered**

**1.01** This Agreement covers all employees in the City of Hamilton who are in the "Bargaining Unit" as defined in Article 1 of the Collective Agreement.

**Article 2 – Preamble**

**2.01** The purpose of this Committee is to:

- (a) foster satisfactory working conditions and terms of employment for all employees who are subject to this Agreement, within the terms and provisions of the Collective Agreement;
- (b) foster effective and productive communication between the Parties and the promotion of constructive and harmonious relations;
- (c) reflect the recognition by the City that staff are the City's most valuable resource and that the effective utilization of staff is vital for the City to achieve expected outcome;
- (d) promote a climate of mutual respect, trust and integrity;
- (e) provide for efficient and fair internal resolution of concerns and complaints (which shall not include issues which are subject to a grievance or particular to an individual);

**Article 3 – Divisional Employee Relations Committee (DERC)**

**3.01** The Parties agree to establish a Divisional Employee Relations Committee. This committee will consist of the following representatives:

- (a) Management: up to three (3) management appointees as determined by the Departmental Manager will form the DERC Management Team. A Human Resources Officer may attend to assist the designated management representatives.
- (b) Union: up to three (3) Bargaining Unit employees, selected by the Union. A Staff Representative of the Union may attend to assist the Union Team.

**3.02** Notwithstanding the above, where a need has been identified by either Party for increased representation on the Committee, the composition of the DERC may be expanded to provide for additional Union and Management representatives, provided the Committee retains at least a fifty percent (50%) Union member composition and there is a mutual agreement of the Parties.

- 3.03 Both parties may be further represented and assisted at the committee meetings by additional persons provided both parties mutually agree to their attendance and to the nature of their participation. Agreement of either Party will not be unreasonably denied.
- 3.04 The Parties will determine the frequency of meetings, as well as the amount of travel and caucus time required. Once determined, the DERC Agreement will set out the agreed upon terms concerning meeting frequency, travel, caucus time, etc.

**Article 4 – Minutes of DERC**

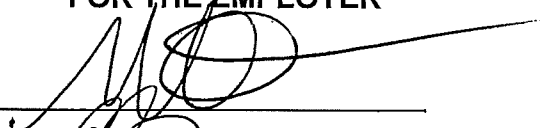
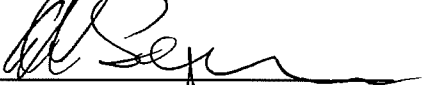

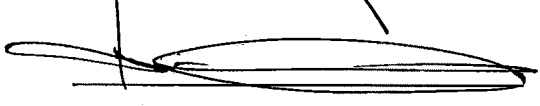
- 4.01 Management for each committee meeting within fourteen (14) calendar days of each meeting will produce one set of minutes signed by both Parties. The minutes will accurately describe items decided and approved by the committee. Where a matter has been deferred, the minutes will show, which party is responsible for follow-up. The minutes of the meeting shall be forwarded to each department where they shall be posted in a conspicuous location for review by both Union and Management.
- 4.02 Minutes of the DERC meetings shall be posted on Departmental bulletin boards for review by both Union and Management.
- 4.03 Understanding Reduced to Writing

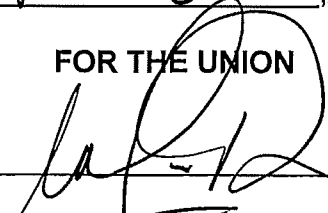

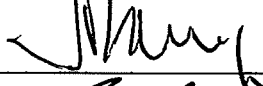
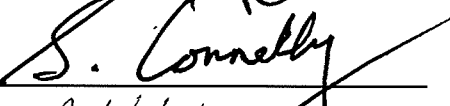

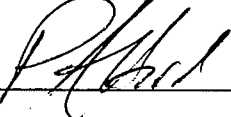
Where, as a result of discussions under this Agreement, an accord is reached on any matter, the City or the Union or their respective representatives appointed under this Agreement, shall require that the accord be reduced to writing as Minutes of Understanding.

Signed at Hamilton, Ontario this 14 day of November, 2017

**FOR THE EMPLOYER**

**FOR THE UNION**

  
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**LETTER OF UNDERSTANDING****REIMBURSEMENT OF TUITION AND ACP TRAINING**

1. The Parties agree that the employees may apply for tuition reimbursement for education approved by HPS according to the terms and conditions found in the Tuition Reimbursement Policy, Human Resources Policy & Procedure Manual. Where reimbursement is eligible according to the city policy the Employer agrees to make available for tuition reimbursement, on a first come, first serve basis, a maximum of five hundred dollars (\$500.00) for each paramedic for a course related to the HPS mandate, and a maximum of two hundred and fifty dollars (\$250.00) for a course related to the mandate of the City of Hamilton. Collectively, all the individual tuition reimbursements made to eligible paramedics of OPSEU Local 256 will not exceed a total of twenty thousand dollars (\$20,000.00) per calendar year.

At the employer's sole discretion, for specific programs, it may increase the individual reimbursement and or the collective total of all the OPSEU Local 256 paramedics.

2. Applications for HPS tuition reimbursement must be received no less than fourteen (14) calendar days before the course start to be considered, and no later than November 1<sup>st</sup> for that calendar year taking the course and including the invoices being received by the HPS Manager or authorized designate. Only official receipts from an educational facility/agency will be considered and the invoice must indicate exclusively the cost of tuition, not including any other fees. One course will be sponsored only once. One course is not entitled to payment in one year and then reimbursement in another year. Those eligible for tuition reimbursement made in accordance with this clause will be paid no later than December 24<sup>th</sup> of that year.
3. Tuition reimbursement opportunities will exclude Advanced Care Paramedic programs unless HPS at its sole discretion invites applications for same. If HPS exercises this option, the Employer will provide for an additional maximum of seven thousand dollars (\$7,000.00) per paramedic for tuition reimbursement and will have the sole discretion to determine the number of student positions available. Applications for this tuition reimbursement received within the time frame posted will be based on seniority. Before being eligible for this tuition reimbursement the paramedic must enter into the attached Educational Services Agreement with the applicable adjustments to the annual dates noted as necessary for the calendar year as it applies.
4. The Parties agree that the terms of this Memorandum of Agreement represent the complete and total obligation of the Employer with respect to tuition reimbursement for members of OPSEU Local 256 for the duration of this collective agreement.

interview may be required immediately up to seventy-two (72) hours, subject to the issue. All reasonable efforts that does not harm the Employer will be made in urgent matters to schedule the interviews between 0830 to 1630, Monday to Friday, unless otherwise mutually agreed.

(b) Step 1 and Step 2 Grievance Meetings

Meetings noted above in (b) will be conducted ideally once per week as required but no less than once per month, at a time mutually agreed by the Parties during the Employer's regular business hours, Monday to Friday, to begin no earlier than 08:30 and to finish no later than 16:30 hours.

(c) Mediation and Arbitration Grievance Meetings

The Parties agree and understand that all reasonable attempts will be made to schedule meetings noted above in (c) to the mutual convenience of the Parties, however, the Parties recognize that the scheduling of said meetings is often at the discretion of a third party. The Employer agrees to grant an unpaid leave of absence for members of the Local Executive Committee (LEC) to attend mediation and/or arbitration meetings, should members of the LEC be scheduled to work when such meetings are scheduled. The Union agrees that the Employer may choose to schedule part-time staff in excess of twenty-four (24) hours per week to accommodate the LEC unpaid leave of absence before utilizing full staff overtime.

(d) Departmental Employee Relations Committee (DERC) Meetings

The Parties agree to schedule three (3) DERC meetings over the course of the year at times established by mutual agreement of the Parties during the Employer of Hamilton regular business hours, Monday to Friday, starting no earlier than 08:30 and ending no later than 16:30 hours, unless otherwise mutually agreed.

(e) Human Rights Complaints

The Parties agree that this Agreement provides for any attendance at a meeting pertaining to any human rights or harassment complaint.

(f) Return to Work/Work Accommodation Services

The Parties agree that this Agreement provides for any attendance at a meeting pertaining to any issue concerning work accommodation or the return to work program.

(g) Joint Occupational Health & Safety Committee (JOHSC)


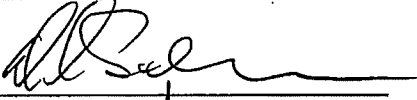

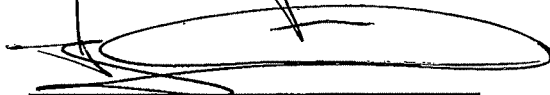
The Parties agree that payment for members of the JOHSC is not covered by this Agreement.

- 4. The payment of the sum noted in Article 1, shall be made no later than January 31<sup>st</sup> of each year. The Employer agrees to pay a penalty of two hundred and fifty dollars (\$250.00) per month should payment not be remitted by January 31<sup>st</sup>.

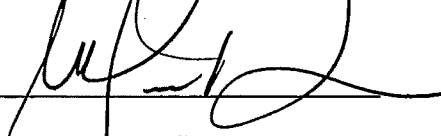
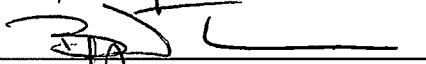
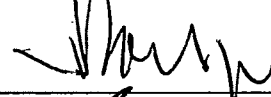

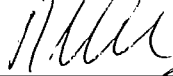

The process established in this Letter of Understanding shall guide the relationship between the Parties as it pertains to Union representation for all matters set out herein and in accordance with the provisions of the Collective Agreement unless otherwise agreed to by the Parties.

Signed at Hamilton, Ontario this 7<sup>th</sup> day of November, 2017

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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**LETTER OF UNDERSTANDING**



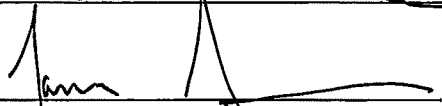

**VACATION EXCHANGE**

The employer will permit paramedics to exchange vacation with another paramedic, subject to the following:


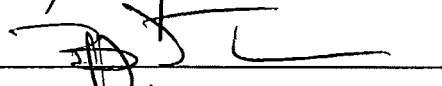
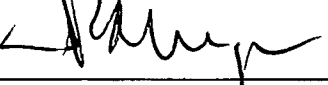
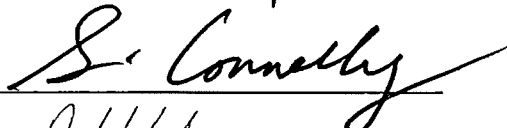

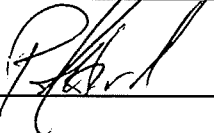
- (1) Vacation exchanges into open vacation slots are not permitted.
- (2) Vacation exchanges with another permanent full-time paramedic is permitted under the following conditions:
  - (a) The request must be made in writing, or by whatever process approved by the Employer, no less than fourteen (14) calendar days in advance of the requested period.
  - (b) The vacation exchange will not interfere with any pre-scheduled interviews, continuing medical education, or other pre-scheduled events that are required to be undertaken by the Employee.
- (3) Vacation exchanges will also be permitted for those on modified work/accommodated staff with others who are on modified work/accommodated staff in accordance with all the conditions above, and subject to a) below:
  - (a) Both parties will submit a physician's note (at their own cost) that verifies that they will continue to be on modified duties/ work accommodation at the time of their respective vacation exchange request.

Signed at Hamilton, Ontario this 7<sup>th</sup> day of November, 2017

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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**LETTER OF UNDERSTANDING**  
**FULL-TIME EQUIVALENT POSITIONS**

This Letter of Understanding is intended to clarify and establish agreement on the intent and meaning of the term "*full-time equivalent positions*" for the purpose of implementing Article 8.07.

- (1) The Union and the Employer mutually agree the intent of this LOU is solely to assist in the implementation of Article 8.07, and the agreement does not extend to use in any other context;
- (2) A "*full-time equivalent position*" is a planned position with the "*Platoon and station selection template*" delivered by the Employer to the Union as required by Article 8.04(b)(i) without regard to the category of employee filling the position:

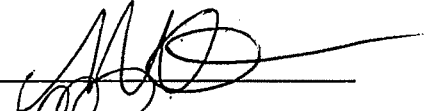



For calculation purposes the following formula is agreed to for use by the parties:

- (a) Number of Full-Time position assignments on the Master Schedule;  
Plus
  - (b) Number of Float Full-Time positions on the Master Schedule;  
Plus
  - (c) Twenty-five (25) percent (%) of the Float Full-Time positions in the Master Schedule, rounded down
- (3) The parties agree nothing in this Letter of Understanding diminishes the Employer's "Management Rights" in accordance with the Collective Agreement, including Article 2.01 (e) in regards to the number of employees to be employed. It is understood and agreed that the formula in (2) above is not intended for any purpose other than calculation of vacation/time in lieu spots and is not representative of actual full-time job positions;

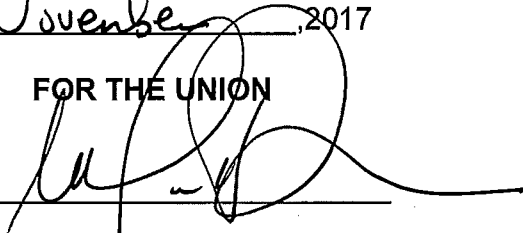
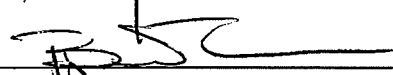
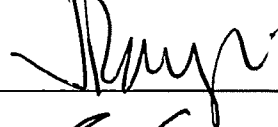


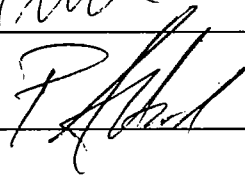
- (4) This Letter of Understanding will expire upon expiry of the Collective Agreement unless otherwise mutually agreed.

Signed at Hamilton, Ontario this 7th day of November, 2017

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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**LETTER OF UNDERSTANDING**





**PART-TIME SCHEDULING**



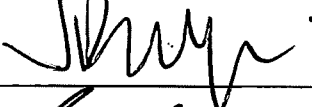
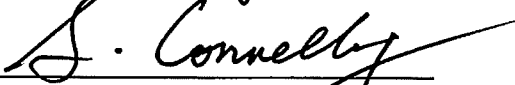
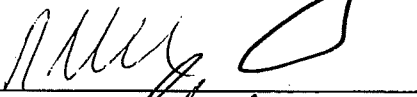

The parties agree to meet to discuss the Employer's process for utilizing part time employees, who remain available throughout the month(s).

Signed at Hamilton, Ontario this 7<sup>th</sup> day of November, 2017

**FOR THE EMPLOYER**

**FOR THE UNION**

  
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**SCHEDULE "A"****SALARY SCHEDULE****Primary Care Paramedics**

	<b>First Year</b>	<b>After 1 year</b>	<b>After 2 years</b>
<b>April 1, 2016 (1.5%)</b>	\$35.65	\$36.77	\$37.94
<b>April 1, 2017 (2.0%)</b>	\$36.36	\$37.51	\$38.70
<b>April 1, 2018 (2.0%)</b>	\$37.09	\$38.26	\$39.47
<b>April 1, 2019 (2.0%)</b>	\$37.83	\$39.03	\$40.26

Part-time employees advance through the same grid based on two thousand one hundred and eighty-four (2184) hours as the equivalent of one (1) year of full-time service.

**Advanced Care Paramedics**

	<b>First Year</b>	<b>After 1 year</b>	<b>After 2 years</b>
<b>April 1, 2016 (1.5%)</b>	\$39.80	\$41.08	\$42.34
<b>April 1, 2017 (2.0%)</b>	\$40.60	\$41.90	\$43.19
<b>April 1, 2018 (2.0%)</b>	\$41.41	\$42.74	\$44.05
<b>April 1, 2019 (2.0%)</b>	\$42.24	\$43.59	\$44.93

Part-time employees advance through the same grid based on two thousand one hundred and eighty-four (2184) hours as the equivalent of one (1) year of full-time service.



## SCHEDULE "B"

## HPS UNIFORM, PROTECTIVE &amp; ACCESSORY EQUIPMENT LIST

Item	Mandatory	Points per Item	Quantity	Total Points
Fatigue Shirt with reflective tape (ss and/or ls)	Yes	26		
Golf shirt with reflective tape	No	35		
Sweatshirt – coat must be worn over	No	55		
T-Shirt (short sleeve) – for undergarment	No	6		
T-Shirt (long sleeve) – for undergarment	No	9		
Turtle Neck Shirt – for undergarment	No	12		
Epaulette (single)	Yes	4		
Personal Issue Rain Coat & Pants HPS Logo	Yes	115		
Paramedic Pants – with reflective tape	Yes	36		
Belt (leather)	1 of the 2	16		
Paramedic Velcro Belt		70		
All season lined coat - (bomber style)	1 of the 2	145		
All season lined coat - (waist style)		155		
Fatigue windbreaker (reversible)	No	100		
Summer Cap	Yes	5		
Winter Hat	Yes	5		
Winter Gloves	Yes	20		
Dress Uniform Tunic	No	180		
Dress Uniform Pants	No	45		
Dress Uniform Hat	No	75		
Stethoscope	Yes	35		

<b>Stethoscope Pouch</b>	Yes	10		
<b>Scissors</b>	Yes	5		
<b>Glove Pouch</b>	No	5		
<b>Portable Radio Belt Clip</b>	Yes	20		
<b>Key Ring</b>	Yes	5		
<b>Pager Keeper</b>	Yes	5		
<b>City ID Card</b>	Yes	5		
<b>MOH LTC ID Card</b>	Yes	5		
<b>Safety Goggles</b>	Yes	10		
<b>Hamilton HPS Carry Bag</b>	Yes	30		
<b>Station or Drug Keys</b>	Yes	5		
<b>Paramedic Badge</b>	Yes	10		
<b>Watch</b>	Yes	40		
<b>Sleeping Bag</b>	Yes	30		
<b>Total Point</b>			395 Maximum	

## SCHEDULE "C"

## NEW EMPLOYEE ISSUED CLOTHING/EQUIPMENT

## HPS UNIFORM, PROTECTIVE &amp; ACCESSORY EQUIPMENT

## Full-time and Part-time New Employee

Item	Total
Fatigue Shirt with reflective tape	2 LS & 2 SS
Epaulette	6 single pieces
Personal Issue Rain Coat & Pants HPS Logo	1
Paramedic Cargo Pants with reflective tape	4 pair
Paramedic Velcro Belt	1
All season lined coat - (bomber style)	1
Summer Cap	1
Winter Hat	1
Winter Gloves	1 pair
Stethoscope	1
Stethoscope Pouch	1
Scissors	1
Portable Radio Belt Clip	1
Key Ring	1
Pager Keeper	1
City ID Card	1
MOH LTC ID Card	1
Safety Goggles	1
Duffle Bag	1
Drug pouch (ACP only)	1
Station or Drug Keys	1
Paramedic Badge	1
Watch	1
Sleeping Bag	1

**SCHEDULE "D"****INCOME PROTECTION PLAN**

This Plan is comprised of two parts:

1. Short Term Income Protection Plan
2. Long Term Income Protection Plan

NOTE: This is a Plan description and final details of the Long Term Income Protection Plan will be subject to acceptability of the Insurance Company. The Employer will be responsible only for the arranging of a contract to provide benefits, but the final terms of the Plan will be found in the Master Contract as the governing document.

**1. INTRODUCTION TO INCOME PROTECTION PLAN**

The following Plan is designed to provide the Employee with an income if they cannot perform their normal duties due to illness/non-occupational injury during both short and long term disabilities. This Plan replaces the Cumulative Sick Leave Allowances Program and is not intended to duplicate or replace and Workplace Safety and Insurance Board Benefits. Provision is included under the Short Term Income Protection Plan to "top up" awards from the Workplace Safety and Insurance Board from an Employee's cumulative sick leave plan credits to 100% of earnings. An Employee will be paid while they are disabled until the earlier of:

- (a) the Employee returns to work; or
- (b) the Employee retires, either at the normal retirement age or opts to retire early; or
- (c) the Employee exhausts their entitlements under either of the plans; or
- (d) the Employee dies.

**2. DEFINITIONS****Employee:**

For the purposes of this plan an Employee is one who is either full-time non-union or unionized and covered by a contractual union agreement which includes the Income Protection Plan and who has completed their probationary period.

**Employee - New:**

A new Employee is one who has not completed their probationary period.

Short Term Disability: This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner, which prevents an Employee from attending their regular work and which extends for a period of not more than twenty-six (26) weeks.

Long Term Disability: This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical specialist, which prevents an Employee from attending work and which extends for a period of more than twenty-six (26) weeks.

Pay: For purposes of this Plan, a week's pay for hourly paid Employees shall be the basic hours worked per week multiplied by the Employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments. It is understood that the weekly amount payable under this plan will at least match the income benefits EI would pay based on the employee's insurable earnings.

### 3. COMMENCEMENT OF I.P.P.

Short-term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following:

(a) Employees shall be entitled to Short Term coverage as follows:

From date of eligibility until completion of one year of service – 15 weeks at 66 2/3% pay.

(b) Employees with one (1) or more years of service shall be entitled to short term income protection based on the following table:

(i) Employees who have completed one full year of service shall have two (2) weeks entitlement to short-term income protection at 100% of pay and 24 weeks at 66 2/3% pay;

(ii) Employees who have completed two years of service shall have three (3) weeks entitlement to short-term income protection at 100% of pay and 23 weeks at 66 2/3% pay;

(iii) Employees who have completed three years of service shall have four (4) weeks entitlement to short-term income protection at 100% of pay and 22 weeks at 66 2/3% pay;

- (iv) Employees who have completed four years of service shall have five (5) weeks entitlement to short-term income protection at 100% of pay and 21 weeks at 66 2/3% pay;
  - (v) Employees who have completed five years of service shall have six (6) weeks entitlement to short-term income protection at 100% of pay and 20 weeks at 66 2/3% pay;
  - (vi) Employees who have completed six years of service shall have seven (7) weeks entitlement to short-term income protection at 100% of pay and 19 weeks at 66 2/3% pay
  - (vii) Employees who have completed twenty-five years of service or more shall have twenty-six weeks entitlement to short-term income protection at 100% of pay;
- (c) Absences extending for a time frame beyond that for which accrued 100% weeks are available are covered at 66 2/3% of pay.
- (d) Employees who currently have a higher number of weeks entitlement at 100% than the number of weeks entitlement noted above shall have their entitlement frozen at the higher level. Each Employee will be advised of the number of 100 % weeks entitlement they have within 30 days of ratification.
- (e) An Employee who is not present at work on becoming eligible for additional weeks shall have their entitlement increased following their return to work.
4. Where available, sick leave credits may be used to extend the payment of 100% weeks.
- (a) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:
    - (i) from the first day of absence for the first three occasions of absence in a calendar year.
    - (ii) from the second day of the fourth absence in the calendar year, and
    - (iii) from the third day of the fifth absence in the calendar year.
    - (iv) from the fourth day of the sixth and subsequent absences in the calendar year.
  - (b) On consent of the Employer, Employees shall be given an opportunity to utilize existing lieu time or vacation credits, to replace the unpaid days as provided for in (ii), (iii) or (iv) above. Where the absence is supported with a medical certificate such consent will not be unreasonably withheld.

- (c) When an Employee can demonstrate to the Employer that they can only attend their physician as part of regular ongoing treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the Employee must provide the Employer with documentation from their physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.
  - (d) An Employee shall be provided up to two one-half (1/2) day absences for doctor appointments in any calendar year. These one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan. The term one-half (1/2) day shall mean that an employee shall be entitled to up to five (5) hours to attend at an appointment for such absence.
5. (a) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
- (i) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.
  - (ii) A disability due to a different cause will be considered a new period after a return to active employment for one month.
6. (a) No benefits will be payable during a period of pregnancy leave of absence to which an Employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the Employee has applied and been approved by the Employer.
- (b) Short term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan.
- (c) The Employer will continue to pay fringe benefits costs including Dental, O.H.I.P., Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated as long as the Employee remains qualified to receive STD or LTD benefits or until their 65th birthday, whichever comes first. Notwithstanding, employees who would otherwise be eligible and qualified to receive benefits and who continue to be employed beyond the age of sixty-five (65) will be entitled to benefits in accordance with Article 32 (Employee Benefits). Where required, payroll deductions for pension purposes will continue to be made from disability pay.

## REGULATIONS

7. (a) An Employee shall, on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to their Department Head or Supervisor.

- (b) An Employee who fails to report on the first day that they are absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
  - (c) Upon receiving notice of an Employee's illness/non-occupational injury, the Department Head or Supervisor shall, on the same day, report such illness/non-occupational injury on the absence reporting system.
  - (d) An Employee whose illness/non-occupational injury extends to the sixth working day shall, on or before the sixth working day, file a claim form with the Department Head or Supervisor. The cost for completion of the initial form shall be the responsibility of the Employee. Provided the initial form was fully completed, costs associated with subsequent requests for additional medical forms or reports/information beyond the Short Term Disability claim form shall be at the expense of the Employer. Where the original form identifies a specific return to work date additional forms will not be required during that period unless there is a change in the expected return date.
  - (e) Where the Department Head or Supervisor has reason to believe that absence of the Employee was not due to illness/non-occupational injury, the Department head may demand a claim form for one day of absence.
  - (f) An Employee whose illness/non-occupational injury extends to fifteen (15) consecutive working days and a return to work date was not identified on the original form, shall, on the fifteenth (15th) day and for every subsequent fifteen (15) working days, file a claim form with their Department Head or Supervisor.
  - (g) An Employee failing to file a claim form pursuant to Regulation (d) or Regulation (e) or Regulation (f) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
  - (h) For absences of 10 or more working days the Employee must provide a medical/paramedical clearance stating the Employee is fit to return to work, with or without accommodation.
8. The Head of a Department is responsible for reporting to Human Resources all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
9. Human Resources
- (a) shall keep a record of all sick leave and accumulated credits, and
  - (b) shall notify those responsible for Department payrolls, when an Employee is not, or has ceased to be, eligible for sick leave benefits.



10. On retirement or death of an Employee, Human Resources shall advise those responsible for Department payrolls of the number of days of cumulative sick leave standing to the credit of an Employee at the date of their retirement or death.

## STD CLAIM FORM

The City of Hamilton

OPSEU and ONA Public Health Claim form-Income Protection Benefits  
(Short Term Disability)

Forward Completed Form to:

<p><b><u>Mailing Address:</u></b></p> <p>Return to Work/Work Accom. Human Resources 71 Main Street West HAMILTON, ON L8P 4Y5</p>
--

<p><b><u>Physical Address</u></b></p> <p>Director, Employee Health and Labour Relations Return to Work/Work Accom. Human Resources Standard Life Building 120 King Street West, 11<sup>th</sup> Floor HAMILTON, ON L8P 4V2 Fax: 905-546-4174</p>
--

**Instructions:**

1. Please Print.
2. Part 1 to be completed by patient.
3. Part 2 to be completed by physician.
4. Any charge for completing this form is the patient's responsibility.
5. Following the claims decision, this document will be forwarded to the appropriate Return to Work/Work Accommodation Specialist and the Director, Employee Health and Labour Relations, and will become part of the Employee's confidential health record separate from the Employee's personnel file.
6. Claims Forms are required to be submitted as per the Collective Agreement or otherwise as directed by the Employer.
7. Both Part 1 and 2 must be completed **in full** before S.T.D. payments can be authorized
8. Employee may be required to provide additional medical information where reasonably necessary to determine eligibility for disability or to evaluate work accommodation alternatives.

Personal information contained on this form is collected pursuant to section 8 of the Municipal Act, 2001, and will be used a) by the Claims Section, independent medical, or Long Term Disability Carrier to determine eligibility for disability benefits and b) Return to Work/Work Accommodation Services and the Director, Employee Health and Labour Relations to evaluate work accommodation alternatives. Questions about this collection should be directed to the Director, Employee Health and Labour Relations

**PART 1 EMPLOYEE STATEMENT - TO BE COMPLETED PRIOR TO SUBMITTING TO PHYSICIAN (please print)**

1. Name:	Department:	Employee No:
2. Start of Present Absence: (day/month/year)	Is This Absence a Result of a Workplace Accident/Incident? [ ] Yes [ ] No	
3. Occupation/Title:	Physical Effort Required: [ ] light [ ] moderate [ ] heavy	

**Employee Authorization:** The above information is accurate to the best of my knowledge, and I hereby authorize my physician to release the following and subsequent information to the Director, Employee Health and Labour Relations, Return to Work / Work Accommodation Services Human Resources Standard Life Building 120 King Street West, 11<sup>th</sup> Floor HAMILTON, ON L8P 4V2 Fax number 905-546-4174 in respect to my claim for short term disability benefits.

Employee Signature \_\_\_\_\_ Date: (day/month/year) \_\_\_\_\_

**PART 2 ATTENDING PHYSICIAN'S STATEMENT (incomplete information will result in the Employee being non-paid) (please print)**

1. To the best of your knowledge Indicate when symptoms first appeared or accident happened (day/month/year)	
2. Is condition due to injury or sickness arising out of patient's employment: [ ] Yes [ ] No [ ] Unknown	
3. Date of hospital in-patient admission (day/month/year)	Date of discharge (day/month/year)
4. Nature of treatment Medication <input type="checkbox"/> Surgery <input type="checkbox"/> If none, please explain:	Counselling <input type="checkbox"/> Physical Rehabilitation <input type="checkbox"/>
5. a) If patient was referred to you, give name of referring physician.	b) If you have referred patient to a specialist, give name(s) of physicians
6. a) Date of first visit during present period of absence from work (day/month/year)	b) Date of latest attendance (day/month/year)
c) Were you actively supervising this patient's care during the full period [ ] No, comment in remarks [ ] Yes, state frequency of visits [ ] Weekly [ ] Monthly [ ] Other (specify)	

7. a) To the best of my knowledge, indicate period patient has been unable to work at own occupation as a result of present condition  
 From (day/month/year) To (day/month/year) inclusive

b) If still unable to work, give approx. date patient should be able to return **OR** the estimated number of weeks before possible return  
 (day/month/year)

8. The Employer has a proactive work accommodation policy. In light of your response to Part 2 No. 8, above, is this Employee capable of performing their regular or modified duties at the present time?

- No, (please provide explanation, e.g. nature of restrictions, limitations)
- Modified Duties (please provide explanation, e.g. nature of restrictions, limitations)
- Regular Duties

9. Restrictions and Limitations: Please provide details of the employees restrictions and limitations as it pertains to their ability to work

10. Remarks - Please provide comments and further details which you feel would be helpful

Name of Attending Physician (please print)	Specialty	Telephone No.
Address (number, street, city, province, postal code)		Fax No.
Signature	Date (day/month/year)	

## LONG TERM DISABILITY PLAN

### 13. Eligibility

All permanent seniority Employees who are members of an eligible Employee group who have not attained age 65.

### 14. Effective Date of Benefits

Your coverage will become effective on your date of eligibility, provided you are actively at work on a full-time basis. If you are not actively at work on the date insurance would normally commence, coverage will begin on your return to work full-time for full pay.

### 15. Long Term Disability Benefit

The Long Term Disability insurance provides income security should you become totally disabled prior to age 65 due to a sickness or injury which totally disables you over a long period of time. The Plan provides you with coverage on and off the job.

### 16. Monthly Benefit

Your monthly benefit is equal to 66 2/3% of your normal monthly earnings, which are defined as your base rate times the regular hours per week, and excludes overtime pay. This amount is reduced by an income payable to you as a result of your disability from any of the following sources:

- (a) Sick Pay from the City
- (b) Any other group insurance disability benefits arranged through the Employer or any professional association.
- (c) Retirement benefits from the City, or a governmental plan
- (d) Governmental disability benefits
- (e) Canada or Quebec Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit).

### 17. Commencement of Benefits

The benefits commence six (6) months from the date that disability began, which shall include the period of payment under the terms of the Short Term Income

Protection Plan. Proof of disability must be submitted within six (6) months following the Qualifying Period.

18. Benefit Period

Following the Qualifying Period you will receive a monthly income until the earlier of:

- (a) Attainment of age 65
- (b) Cessation of total disability
- (c) Attainment of date of retirement
- (d) Death

19. (a) Definition of Total Disability

Total disability means that you are unable, because of sickness or accident, to perform the duties of your regular occupation. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which you are reasonably fitted by training, education or experience will constitute total disability.

It is not required that you be confined to home, but you must be under the regular care of a physician.

It is specifically understood that LTD benefits are not payable in respect of any illness or injury for which Workplace Safety and Insurance Board benefits are payable.

(b) Recurrent Disabilities

A recurrence of total disability due to the same or related causes will be treated as the same disability unless the member returned to work full-time for more than:

- (i) 1 month if satisfying the qualifying period, or
- (ii) 6 months if receiving the disability benefits.

20. Rehabilitative Employment

If, during the first twenty-four (24) months of payments, you are able to engage in some work and earn some income, the Plan will continue to pay you a reduced basis. The benefit amount will be reduced by 50% of the wages or earnings,

which you receive from such employment during this twenty-four (24) month period.

Your income from all sources during this period of rehabilitative employment must not exceed 90% of your basic wages from your normal occupation immediately prior to your total disability.

21. Waiver of Premium

Premiums falling due within a period when benefits are payable are waived.

22. Termination of Employment

Your Long term Disability benefit terminates when you terminate your employment. If you are disabled at the time of termination you may still be eligible for Long Term Disability benefits in accordance with the provisions of the Plan.

23. Exceptions and Limitations

Benefits are not payable for the following:

- (a) A disability where you are not under continuing medical supervision and treatment;
- (b) A disability caused by intentionally self-inflicted injuries or illness while sane, or self-inflicted injuries or illness while insane;
- (c) A disability resulting from insurrection, war, service in the Armed Forces of any country, or participation in a riot;
- (d) Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statutes or mutually agreed to by you and the City;
- (e) Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution;
- (f) If your disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

24. Cost of the Plan

The premiums will be paid in full by the City

25. Taxability of Benefits

Because the premiums are paid by the City, all benefit payments from the Plan during a period of disability are considered as taxable income.

26. Claims

To make a Long Term Disability claim, obtain a claim form from the Human Resources Department, have your doctor complete the form and return it to the Human Resources Department.

In order to be eligible for payment, claims must be submitted no later than six (6) months following the Qualifying Period.

**SCHEDULE "E"****LIFE INSURANCE**

Group Life Insurance with benefits equal to two (2) times the annual basic wage rate of the Employee, rounded to the nearest one thousand dollars.

**Life Insurance at Retirement**

Provided that the employee is eligible for retiree benefits under Schedule "F", "Termination of Benefits", he or she will be entitled to life insurance, to age sixty-five (65) equal to two (2) times the annual basic wage rate of the Employee at the time of retirement, rounded to the nearest one thousand dollars. Notwithstanding, employees who continue to be employed beyond age sixty-five (65) will be entitled to benefits in accordance with Article 32 (Employee Benefits).



**SCHEDULE "F"****SUMMARY OF BENEFITS****IMPORTANT INFORMATION:**

This material summarizes the important features of your group benefit plan. This schedule is prepared as information only, and does not, in itself, constitute a contract. The exact terms and conditions of your group benefits as described in the Contract held by your Employer.

You can contact Manulife at  
1-800-COVERME  
(1-800-268-3763)  
In the Metro Toronto Area, (905) 946-4050  
Or visit our website at:  
[WWW.COVER-ME.COM](http://WWW.COVER-ME.COM)

**SUMMARY OF BENEFITS****Benefits Underwritten By The Manulife Financial Assurance Company**

The benefits described in the enclosed literature are available to you and your eligible dependents and are meant as a summary only and are based on medically necessary and reasonable and customary criteria, subject to the following provisions.

**ELIGIBLE EMPLOYEES**

All Employees who are eligible will be insured based on the terms of the Union agreement with The City of Hamilton.

**ELIGIBLE DEPENDENTS**

Dependents (if applicable) include:

- (i) your legally married spouse or a person of either sex with whom you have continuously cohabited for a period of at least one year in a common-law relationship;
- (ii) unmarried, unemployed children under the age of 21 years, including newborns;
- (iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability;
- (iv) unmarried, unemployed dependent children under 25 years of age in full-time attendance at a school, college or university.

It is the responsibility of the employee to notify the Benefits Section if your dependent no longer meets the definition of an eligible dependent.

**CHANGES IN BENEFIT COVERAGE**

Due to: Marital status  
Name change  
Dependent coverage under (iii) or (iv) above

Should be directed to the Human Resources Department.

**INQUIRIES ON BENEFIT COVERAGE**

For details of your plan, contact the Benefit Section of the Human Resources Department.

**HEALTH BENEFITS - EXTENDED HEALTH BENEFITS (EHB)**

Deductible- Nil.  
100% reimbursement of eligible charges.

**Prescription Drugs** - Deductible - Nil.  
100% reimbursement of eligible charges limited to the amount shown in the drug price listing (Drug Benefit Price, previously known as the Best Available Price), plus 10%.

The maximum amount allowable for a prescription drug-dispensing fee is \$7.00 per prescription

**Paramedical Services** - maximum amount allowed:

**a) Clinical Psychologist:**

First visit - up to \$35  
Subsequent visits - up to \$20 per hour  
Maximum amount allowable - \$200 per person per calendar year

**b) Registered Massage Therapist:**

Per treatment - co-pay 50%  
Maximum amount allowable - \$300 per person per calendar year

**c) Speech Pathologist:**

Maximum amount allowable \$200 per person per calendar year

**d) Chiropractor, Osteopath, Chiropodist, Podiatrist:**

Combined maximum of \$400 per person per calendar year

**Hearing Aids** - Deductible - Nil.  
100% reimbursement up to maximum of \$450.00 per 36 consecutive months

**Vision - Deductible - Nil.**

100% reimbursement up to a maximum of \$300 per 24 consecutive months for glasses or contact lenses. In addition, the cost of eye exam up to \$50.00 per consecutive 24 month period. Any part of the vision care benefit may be used towards laser vision surgery

**EHB (Extended Health Benefits) Overall Maximum – Unlimited**

**DENTAL BENEFITS**

**Deductible - Nil.**

**Co-payment:**

**Basic Services - 100%** reimbursement of eligible charges up to the amount specified in the applicable Fee Guide.

**Major Services and Orthodontic Services - 50%** reimbursement of eligible charges up to the amount specified in the applicable Fee Guide.

**Maximums:**

**Basic Services - Nil.**

**Major Services - \$1,000** combined maximum per calendar year.

**Orthodontic Services - Lifetime** maximum of \$2,000 per dependent child to age 18.

**Fee Guide - Current Ontario Dental Association Fee Guide** for General Practitioners.

**Note:** A calendar year is January 1 to December 31.

**TERMINATION OF BENEFITS**

Coverage for you and your dependents will cease on the earliest of:

- (a) the date your employment terminates;
- (b) the date on which you early retire under the criteria of your pension plan.

Benefits will be available under the Retiree group to any Employee meeting the following criteria;

A former Employee who:

- (a) retired from the Employer under the OMERS Pension Plan 90 factor; or,
- (b) retired from the Employer early on the OMERS Pension Plan, is between the ages of 55 and 65, and, at the date of retirement had twenty (20) continuous years of employment with the Employer; or,
- (c) was terminated for non-disciplinary reasons, while in receipt of LTD benefits:

is eligible for the following benefits,

- (i) Extended Health Care Plan (which includes vision)
- (ii) Dental Plan

subject to the conditions that,

- i. these benefits will only be provided if similar coverage is not available to the former Employee from another source; and,
- ii. these benefits will terminate on the last day of the month in which the former Employee attains the age of 65 years; and,
- iii. these benefits terminate upon the death of the former Employee; and,
- iv. in the case of a former Employee while on LTD benefits, these benefits terminate at the same time as their LTD benefits; and,
- v. benefits will be provided in accordance with the terms of the Plans as they exist from time to time.
- vi. the Employee / retiree and their dependents who maintain eligibility in a provincial health plan.

#### **EXTENSION OF COVERAGE - DISABILITY EXTENDED HEALTH CARE BENEFITS**

In the event of termination of employment and the Employee or one of his dependants is disabled, coverage will continue for that individual provided premiums are paid, for up to 90 days.

#### **CLAIMING BENEFITS**

##### **Assignment of Benefits to the Provider**

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will bill Manulife Financial directly. No claim forms are necessary.

##### **Direct Claims Submission**

Claims submitted directly to Manulife Financial must include original receipts and a completed claim form including the following: your name and complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number.

Claims must be submitted to the address indicated on the claim form.

**Manulife Financial must receive written proof of claim** not later than the end of the calendar year following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must be received not later than 90 days following the date of such termination.

### **COORDINATION OF BENEFITS**

Your Manulife Financial plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through their own Employer benefit plans, the first payer of each spouse's claim is their own Employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

### **CONVERSION**

When you or your dependent leaves the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 60 days of leaving the group.

### **EHB (EXTENDED HEALTH CARE BENEFITS)**

The benefits described below are available to you through Manulife Financial Extended Health Care Benefits.

Refer to the "Summary of Benefits" for information regarding reimbursement of this benefit.

### **GENERAL INFORMATION**

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Manulife Financial from the date of the last service provided.
- Manulife Financial will not reimburse the difference between what a hospital charges and what the provincial health plan reimburses for hospital stays.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

**MAJOR SERVICES**

**Complete and/or Partial Dentures** - (once every 4 years)

**Restorative Services** - includes post/core, crowns, inlays/ onlays

**Fixed Prosthodontic Services** - (once every 5 years) - includes bridgework

**In-office and Commercial Laboratory Charges** - when applicable to the covered benefits.

**ORTHODONTIC SERVICES (for dependent children to age 18)**

**Orthodontic Services** - includes observation, adjustments, orthodontic appliances and major orthodontic treatment

**In-office and Commercial Laboratory Charges** - when applicable to the covered benefits.

**Orthodontic Treatment**

Prior to the commencement of orthodontic treatment, your dentist must prepare a report outlining the details with respect to malocclusion, diagnosis, proposed treatment and applicable fees. This treatment plan must be forwarded to Manulife Financial for review to establish the extent of the payable benefit.

**PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISION - Crowns, Bridgework, Dentures**

Prior to beginning dental treatment which will involve the use of crowns, bridges and/or dentures and which is expected to cost \$300 or more, you should obtain from your dentist and submit to Manulife Financial a treatment plan outlining the procedures and charges. Your dentist may be requested to submit any relevant x-rays.

Approval of the treatment plan should be obtained from Manulife Financial prior to commencement of treatment. After reviewing the plan, you will be advised of the amount payable by Manulife Financial. Where a range of fees, individual consideration or laboratory charges are included, Manulife Financial will determine the amount payable. The approved estimate will be honoured for a period of twelve months from the date of approval.

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Manulife Financial may determine that payment for a less expensive procedure, which will provide satisfactory results, may be made towards the cost of a procedure selected by you and your dentist. The difference between the amount payable by Manulife Financial and the dentist's charge is your responsibility. If you do not submit a treatment plan, Manulife Financial reserves the right to pay benefits based on the less expensive procedure, which will provide satisfactory results.

**Benefits are not payable for:**

- (i) Services or supplies not listed under Benefits.
- (ii) Services or supplies for cosmetic purposes.
- (iii) Charges for procedures or appliances connected with implants.
- (iv) Services or supplies related to Temporomandibular Joint problems.
- (v) Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- (vi) Charges incurred as a result of self-inflicted injury.
- (vii) Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.
- (viii) Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- (ix) Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your Identification Certificate.
- (x) Services or supplies covered by any government plan.
- (xi) Services completed after termination of coverage.

