

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL  
COLLECTIVE AGREEMENT**

**BETWEEN:**

**CUPE 905 (YORK REGION UNIT) (The “Union”)**

**AND**

**THE REGIONAL MUNICIPALITY OF YORK (The “Employer”)**

**WHEREAS** the Union and the Employer are parties to a collective agreement which expired on March 31, 2020;

**AND WHEREAS** the Union and the Employer have engaged in and completed negotiations for the renewal of the collective agreement;

**NOW THEREFORE** the Union and the Employer agree to resolve all outstanding issues as follows:

1. The negotiating committees of the Union and the Employer both agree to unanimously recommend the ratification of this Memorandum of Settlement and the attached Schedule A to their respective principals and shall not speak negatively about the settlement.
2. Unless otherwise specified, all changes set out in Schedule A are effective upon ratification, subject only to the necessary time for required implementation.
3. All active employees upon the date of ratification of the Collective Agreement will receive one or more lump sum payments representing the retroactive wage increase on all hours worked during the stated term of the renewal Collective Agreement up to the date upon which their new adjusted wage rate is implemented. These lump sums will be paid separately from regular pay and the Region will strive to have these paid within ninety (90) days of the last ratification. No students or former employees shall be entitled to retroactive payments save for eligible retirees in accordance with Article 24.4 of the Collective Agreement.
4. The parties agree that the renewal collective agreement shall include the terms of the previous collective agreement with the amendments and modifications set out in the attached Schedule A incorporated therein. The terms of this Memorandum and the attached Schedule A constitute the full settlement of all matters in dispute for a renewal collective agreement. The Parties further agree that any and all proposals made or exchanged in the course of negotiations or otherwise, which are not set out in the attached Schedule are withdrawn on a without prejudice basis to any position the parties may take in any subsequent rounds of bargaining.

5. Notwithstanding its effective date, the stated term of the renewal collective agreement will be from April 1, 2020 and will expire March 31, 2025.
6. Any errors and omissions shall be resolved by the Parties acting reasonably with a desire to effect a final and binding collective agreement.
7. In the event either Party should fail to ratify this Memorandum, it is agreed that, prior to taking any other steps under the Labour Relations Act, both of the Parties will meet with the Conciliator appointed by the Minister of Labour.

Dated at York Region this 19<sup>th</sup> day of May, 2022.

For the Region



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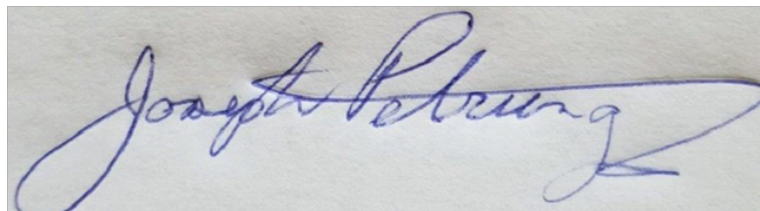
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For CUPE 905 YRU



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Andrew Schaper

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**SCHEDULE A  
TO SETTLEMENT MOU**

**FOR RENEWAL COLLECTIVE AGREEMENT**

**between**

**THE REGIONAL MUNICIPALITY OF YORK  
(hereinafter referred to as “the Employer”)**

**AND**

**THE Canadian Union of Public Employees  
AND ITS LOCAL 905.00 – YORK REGION UNIT  
(hereinafter referred to as “the Union”)**

Date Agreed	ITEM
May 19	<p><b>Article 38.1 - TERM OF AGREEMENT</b></p> <p>This agreement shall become effective the date of ratification by both parties and shall remain in force and effect until and including <b>March 31, 2025</b>. This agreement shall be automatically renewed, effective <b>April 1, 2025</b>, and from year to year thereafter, subject to such changes and alterations as may be negotiated from time to time. Notice may be given by either party to the other party, of intent to bargain, by hand or by registered mail, within 90 days of the expiration of this agreement or within 90 days of the end of any succeeding year. Negotiations shall begin within thirty (30) days following receipt of notification with the exchange of proposals, followed by meetings at such time as mutually agreed upon by the two (2) parties.</p>
May 19	<p><b>Article 23.1 -PAYMENT OF WAGES AND SALARIES</b></p> <p>Effective the first day of <b>April, 2020</b>, the salary and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position set forth in the attached schedules annexed hereto and forming part of this agreement. Annual rates are to be used only for the purpose of annual estimates by the various departments of the Regional Municipality of York.</p> <p>The following wage increases will apply to this collective agreement.</p> <p>Effective April 1, 2020: <b>1.0%</b>            Effective April 1, 2021: <b>1.25%</b>            Effective April 1, 2022: <b>2.8%</b>            Effective April 1, 2023: <b>2.0%</b>            Effective April 1, 2024: <b>2.0%</b></p> <p><b>The 2020 to 2022 increases do not have application to the Student wage rates. Student rates will increase on April 1, 2023 and on April 1, 2024.</b></p>
October 22	Change Chief Steward to <b>Lead Steward</b>
May 11	<p><b>Article 1.10 – DEFINITION OF CASUAL EMPLOYEE</b></p> <p>"Casual Employee" means an employee engaged to work at irregular intervals on an "as needed" basis or for temporary relief periods of <b>up to twelve (12) weeks to cover an illness or other unplanned absence of indefinite and unknown duration or up to four (4) weeks for all other purposes</b>. Casual employees have the option of accepting or declining such work assignments at the time the</p>

	<p>assignments are offered, it being understood that a Casual employee who refuses to work at least 50% of all offered shifts within a six (6) week period for reasons other than illness, injury, or approved leave of absence shall be deemed to have quit their employment.</p>
January 26	<p><b>Article 1.14 / 1.15 - DEFINITION OF PROBATIONARY EMPLOYEES / PERIOD</b></p> <p>“Probationary Employees” means an employee serving the first six (6) months of active employment. It is understood that the probationary period may be extended by mutual agreement of the Employer and the Union. <b>It is agreed that where an employee has worked less than three hundred and seventy-five (375) hours during that six (6) month period, an extension of a further two (2) months will be granted if requested in writing to the Union by the Employer.</b></p>
April 11	<p><b>Article 1.19 - DEFINITION OF IMMEDIATE FAMILY</b></p> <p>"Immediate Family' includes an employee's spouse; and the parent, child, <b>step child, step parent</b>, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent grandchild, and former guardian; of an employee or their spouse. Spouse (including common-law spouse) is as defined in the Family Law Act, RS.O. 1990, c.F,3, s,29, as amended from time to time.</p>
October 22	<p><b>Article 3.4 - UNION ORIENTATION OF NEW EMPLOYEES</b></p> <p>Change “interview” to “<b>meet with</b>” &amp; add in:</p>
November 30	<p><b>The Orientation shall be scheduled at a mutually agreeable time between the Union and the Employer having regard to the employee’s duties and operational requirements.</b></p>
November 30	<p><b>Article 3.6 - EMPLOYEE LISTS (YORK REGION)</b></p> <p>The Employer shall supply the Union semi-annually on or about the first of April and October with a list of current employees, their addresses, <b>any personal email addresses provided by the employee</b> gender, employment status, position, and work location and shall continue to supply the Union with its monthly hire and termination lists, for all employees in CUPE Local 905.</p> <p><b>Where the Employer conducts confidential equity surveys or anonymously collects self-identified gender, race/ethnicity, disability, 2SLGBTQ+ data for the bargaining unit, it will provide this information in an aggregate format to the union.</b></p>

October 22	<b>Article 3.7 - VACANCY REPORTS (YORK REGION UNIT)</b> Change word “posters” to “ <b>postings</b> ”
October 22	<b>Article 3.9 - PORTABILITY OF SERVICE</b> Change “person” to “ <b>persons</b> ”
May 11 (7.1, 7.2, 7.3, 7.5, 7.6) & November 16 (7.4)	<b>Article 7 – UNION LEAVE (REPLACE EXISTING WITH THE FOLLOWING)</b>  <b>7.1 LEAVE FOR CUPE LOCAL 905 UNION OFFICE</b>  Where an employee is elected or appointed to an existing full-time or part-time office within CUPE Local 905 the Employer will not unreasonably deny a request for extended leave of absence for such employee. Such leaves will commence following suitable arrangements being made to meet operational requirements and provide coverage. Upon thirty (30) days written notice, the employee shall be returned to their former position, or to a position comparable to that in which they were employed before taking office, or to such other position as may be determined by the Employer, the employee and the Union as being suitable.  Where a new office is created within CUPE Local 905 during the life of this Agreement the Employer will consider the request for an extended leave of absence on its merits and such leave may be granted.  The Employer will maintain existing wages and benefits for employees on these leaves. The Employer will invoice the Union and the Union shall reimburse the Employer for the full cost of maintaining such employee’s wages and benefits during the said leave of absence.  <b>7.2 YORK REGION UNIT EXECUTIVE LEAVE</b>  The Employer will facilitate, subject to operational requirements and the ability to replace the employee, a temporary full time leave of absence for two (2) employees to fulfil the role of York Region Unit Chair and Vice Chair. These two (2) leaves may be taken under this Collective Agreement or the Local 905 Long Term Care Unit Collective Agreement, or one (1) leave per Collective Agreement.  The Employer will maintain existing wages and benefits for employees on these leaves.

The Employer will invoice the Union and the Union shall reimburse the Employer for 90 per cent of the cost of maintaining such employee's wages and benefits during the said leave of absence.

It is understood that these leaves are for Union business related primarily to the York Region Unit and Local 905 Long Term Care Unit therefore the Union will ensure that the Executives maintain regular hours of work and are generally available for meetings with the employer to address workplace issues.

### **7.3 UNION BUSINESS LEAVE**

a) The Employer, upon reasonable notice of not less than ten (10) days, shall grant a leave of absence upon request to employees for the following reasons:

- i to attend or conduct Union training;
- ii to represent the Union at Union conventions or seminars;
- iii for collective bargaining preparation;
- iv preparation for attendance at meetings with the Employer.

The Employer shall pay the employee's wages and benefits, invoice the Union and the Union shall forthwith provide full reimbursement to the Employer. Such leave of absence shall not exceed thirty-five (35) days for any individual employee per calendar year and a total of three hundred (300) person days in any calendar year.

b) The above caps do not apply to employees who are elected or appointed to Union positions in accordance with Articles 7.1, 7.2 or 7.4.

c) It is agreed and understood that Leaves of Absence granted to Health and Safety Committee members to attend Health and Safety seminars or conferences shall not be counted for the purposes of this article.

**7.4** (a) *keep as is in existing 7.4(a)*

### **(b) LEAVE FOR FEDERAL/PROVINCIAL UNION EMPLOYMENT**

An employee who becomes a paid employee of the Canadian Union of Public Employees, whether National

	<p>or Provincial, shall, upon written request, be granted leave of absence without loss of seniority and service for a period not exceeding <del>six (6) months</del> <b>one (1) year</b>.</p> <p>(c) <i>as is in existing 7.4(c)</i></p> <p><b>7.5 EFFECT OF UNION LEAVE ON SENIORITY/BENEFITS</b></p> <p>Whenever an employee is on leave of absence on Union business, such absence shall not constitute a break in seniority or service, or affect any benefits to which they are entitled.</p> <p><b>7.6 BACKFILL OF UNION LEAVES</b></p> <p>It is understood that for Article 7.1, 7.2, and 7.4 any employee(s) backfilling these positions may do so for as long as the leave continues without triggering a permanent appointment or a permanent posting and will have notice of displacement based upon the notice provided by the Union of the individuals return, but at minimum, four weeks' notice is required. It is also agreed that any resulting "domino" effects from these leaves will be treated in a similar fashion and will not be the subject of a grievance or grievances.</p> <p><i>(Parties agreed changes to Article 7 would resolve the Union grievances on Unit Leaves - 21-GY-42 and 21-PY-43)</i></p>
November 16	<p><b>Article 8.12 - GRIEVANCES RE: SEXUAL HARASSMENT</b></p> <p>Where an allegation of Sexual Harassment is made by an employee, the grievance shall be filed at Step No-<del>2</del> <b>3</b> of the Grievance Procedure.</p>
February 14	<p><b>Article 10.1 - NO DISCRIMINATION</b></p> <p>The employer <b>and the Union</b> agree that there shall be no discrimination, harassment, interference, restrictions or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge <b>or in any application of the provisions of this Agreement on the basis of any of the protected grounds under the Ontario Human Rights Code nor by reason of the employee's non-membership, membership or activity in the union.</b></p>



January 11	<p><b>Article 10.4 - WORKPLACE HARASSMENT AND DISCRIMINATION (NEW)</b></p> <p>The Employer maintains a Workplace Harassment and Discrimination Policy which is posted online and available to all employees. This Policy will be reviewed and updated, including consultation with the Union, every two years or earlier as required. Employees will have a right to Union representation in initiating or responding to a complaint as set out under the Policy.</p>
January 11	<p><b>Article 10.5 - WORKPLACE VIOLENCE (NEW)</b></p> <p>The Employer maintains a Preventing and Managing Violence in the Workplace Policy which is posted online and available to all employees. This Policy will be reviewed and updated, including consultation with Joint Health and Safety Committee, and the union every two years or earlier as required. Employees will have a right to Union representation in initiating or responding to a complaint as set out under the Policy.</p>
January 12	<p><b>Article 10.6 - HARASSMENT AND DISCRIMINATION DATA (NEW)</b></p> <p>Every year (or two years if the data pool is too small) the employer will provide to the Unit Chair aggregate data showing the number of complaints, the number of complainants, and respondents from within the bargaining unit, the nature of the complaint, and outcomes.</p>
January 12	<p><b>Article 10.7 - DOMESTIC OR SEXUAL VIOLENCE (NEW)</b></p> <p>The Parties acknowledge that domestic and sexual violence is a significant social problem that can affect the health and wellbeing of employees and that, in accordance with the Occupational Health and Safety Act, the workplace should be free of domestic or sexual violence. Employees experiencing such violence are encouraged to seek support in compliance with the Preventing and Managing Violence in the Workplace Policy and/or to discuss their right to leave(s).</p>
January 11	<p><b>Article 10.09 - GENDER NEUTRAL AND ACCESSIBLE WASHROOMS (NEW and subject to renumbering)</b></p> <p>In the event the Employer commits to build a new Regional facility or engages in an extensive retrofit of any of its existing owned facilities where bargaining unit members will be</p>

	<p><b>permanently located and washrooms are required, it will review at Labour-Management the arrangements for gender neutral and accessible washrooms having regard to building practices at the time.</b></p>
October 22	<p><b>Article 12.5 - ACCUMULATION OF SENIORITY (PFT, PPT, TFT, TPT, C)</b></p> <p>Change "1 year" to "<b>18 months</b>" in part (f)</p>
December 2	<p><b>Article 13.1 - JOB POSTINGS (PFT, PPT, TFT, TPT, C)</b></p> <p>a) When vacancies occur, or a new job is created, the employer shall post such positions on <del>all staff bulletin boards</del> <b>the Employer's internal employee portal</b> for a period of ten (10) working days, shall be Monday to Friday and shall give notice of such vacancy or new job to each employee who is laid off. During this time employees will have the opportunity to apply and be considered for the position before such jobs are advertised outside the service of the Employer.</p> <p><del>Applications may be delivered in person, inter-office mail, by means of fax transmission, or e-mail to the address or fax number provided in the Job Posting.</del> <b>Employees may apply to such vacancies using the prescribed job posting application methods outlined on the job posting.</b> Upon receipt of an e-mail application, the Employer will provide an electronic written response confirming receipt within two (2) business days.</p>
January 26	<p><b>Article 13.8 - RESTRICTIONS</b></p> <p>b) A permanent employee who accepts a temporary position must return to their permanent position for at least twelve (12) months from the date of the return before accepting another temporary position, subject to Article 14. <b>This does not prevent such employee from having their application considered for any other posted permanent position within the bargaining unit, prior to the completion of the twelve months.</b></p> <p>d) Casual and temporary employees filling a temporary assignment need not be considered for a further temporary vacancy unless they are <b>within eight (8) weeks of completion of the current temporary assignment. This does not prevent such employee from having their application considered for any other posted permanent position within the bargaining unit during their assignment, subject to the requirements of (c) above.</b></p>

January 11	<p><b>Article 13.10 - TRIAL PERIODS (NEW)</b></p> <p><b>13.10. b. The trial period set out above, applicable for a permanent position, will also be applied to a casual employee where they change from performing the work of one position or job description within a classification to another within the same classification.</b></p>
March 2	<p><b>Article 13.XX - INTERVIEW AND TESTING (NEW)</b></p> <p><b>The following principles will govern where employees engage in testing and /or interviews for vacancies:</b></p> <ul style="list-style-type: none"><li><b>a) Employees will be informed that if they self-identify they shall be given reasonable accommodations for any protected grounds under the Ontario Human Rights Code.</b></li><li><b>b) There will be at a minimum, two non-union staff on interview panels, one of which may be a representative of Human Resources.</b></li><li><b>c) Testing for jobs will be administered through Human Resources or appropriate designate. The test / set interview questions correlating to a particular position will be the same test taken by all employees for that particular posting.</b></li><li><b>d) The minimum percentage or mark required to pass a written test, will be determined by Human Resources prior to commencement of any testing. Employees will be notified of such minimum percentage prior to commencing the test.</b></li><li><b>e) Names of test takers will be removed from all of the written tests for a position prior to marking.</b></li><li><b>f) If an employee is unsuccessful in a permanent posting process, they may, no more than once per year, request a meeting with Human Resources to review their application, the interview and/or test results for an unsuccessful posting. This request must be made within a month of the applicant being notified of the decision with respect to a posting. It is understood that this discussion and review will take place in a manner which respects and maintains the ability to reuse</b></li></ul>

	<b>interview questions and tests.</b>
April 11	<p><b>Article 15.16 b) SCHEDULING OF CASUAL EMPLOYEES IN PARAMEDIC SERVICES</b></p> <p>In addition to part 15.16 a) the following applies with reference to those casuals employed in Paramedic Services as <del>Primary Care Paramedics or Advanced Care Paramedics</del>;</p> <ol style="list-style-type: none"><li><b>1. Casuals shall be assigned in order of seniority and shall be called in order of seniority on a rotating basis during a month.</b></li><li><b>2. Casuals must indicate availability and non-availability two (2) weeks prior to the beginning of each calendar month.</b></li><li><b>3. If availability changes subsequent to the submission of the timesheet, it is the responsibility of the employee to notify the employer at least 48 hours in advance of the date(s) in question. A Casual will replace any such day with a substitute day of availability so as to maintain the required availability as per 4 below.</b></li><li><b>4. Casuals must be available to work, and maintain availability to work, on at least fifteen (15) shifts per month. Availability may be indicated for Day, Evening or Night shifts. This must be maintained for ten (10) months of a calendar year based upon mutual agreement. Casuals who fail to be available in accordance with this provision shall be provided, once, with a notice of non-compliance and any subsequent failure may result in them being deemed to have resigned.</b></li><li><b>5. Casuals will be available to work four (4) out of eight (8) weekends in an eight (8) week timeframe. Casuals not available in accordance with this provision shall be provided, once, with a notice of non-compliance and any subsequent failure may result in them being deemed to have resigned. For clarity in this Article, a weekend is a Saturday day shift through to Sunday night shift.</b></li><li><b>6. Casuals will make themselves available to work alternating Christmas Eve/Christmas Day and New Year's Eve as required by the employer. Casuals not available in accordance with this provision may result in them being deemed to have resigned.</b></li><li><b>7. When there is less than 24 hours' notice of an unplanned absence, a call will be placed to Casuals. If no answer, leave message and move immediately down the list. If greater than</b></li></ol>

	<p>twenty-four (24) hours' notice, leave a message that you have booked the available casual in the shift and ask that they call and confirm their attendance. If no confirmation call is received within twelve (12) hours of the start of the shift the less than twenty-four (24) hour provision applies.</p> <p>8. A Casual employee shall not refuse more than one (1) shift for which they had indicated their availability in a calendar month. When a Casual employee refuses a shift for which they had indicated their availability, they will replace the refused shift with an available shift, and they may be scheduled for a replacement shift based on their availability and operational needs. Casuals who fail to be available in accordance with this provision shall be provided, once, with a notice of non-compliance and any subsequent failure may result in them being deemed to have resigned.</p> <p>9. Casuals who do not reply to a message for a shift in which they have provided availability will be deemed to have refused the shift. Inability to locate employees will be deemed as a refusal of shift.</p> <p>10. Each refused shift will be counted against the fifteen (15) shifts outlined in number 4.</p> <p>11. Casuals will be scheduled based on submitted availability to a maximum of eight (8) twelve hour shifts per month.</p> <p>12. Once a Casual has been scheduled for and has worked 8 shifts in a month, then it is agreed that they have met their availability obligations under paragraph 3, 4, 9, and 10 for the month and those provisions will not apply to any refusal.</p>
February 14	<p><b>Article 15.xx - EXCESS HOURS AGREEMENT (NEW)</b></p> <p>No employee shall be required to work excess hours under the Employment Standards Act unless an excess weekly hours of work agreement has been reached between the union and employer in writing.</p> <p>It is agreed that once reached, such agreements will continue but may be revoked by either party by providing two weeks' notice in writing to the other party. If either party wishes to renegotiate any excess hour's agreement, the other will meet and consider any issues in good faith.</p>

	<p><b>Save as required to implement the written excess hours agreement, all other provisions of the current Collective Agreement will remain unchanged.</b></p>												
<p>May 18</p>	<p><b>Article 16.1 a) - IDENTIFIED HOLIDAYS</b></p> <p>i) The days to be designated as holidays in each year during the term of this agreement shall be the following:</p> <table data-bbox="440 531 1078 716"> <tr> <td>New Year's Day</td> <td>Civic Holiday</td> </tr> <tr> <td>Family Day</td> <td>Labour Day</td> </tr> <tr> <td>Good Friday</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Easter Monday</td> <td>Christmas Day</td> </tr> <tr> <td>Victoria Day</td> <td>Boxing Day</td> </tr> <tr> <td>Canada Day</td> <td></td> </tr> </table> <p><b>National Day for Truth and Reconciliation</b></p>	New Year's Day	Civic Holiday	Family Day	Labour Day	Good Friday	Thanksgiving Day	Easter Monday	Christmas Day	Victoria Day	Boxing Day	Canada Day	
New Year's Day	Civic Holiday												
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<p>May 3</p>	<p><b>Article 17.1 - WEEKEND PREMIUMS</b></p> <p>All employees who work day shifts on Saturdays and/or Sundays will receive a premium of <b>\$1.15</b> <del>\$.90</del> per hour for all such hours worked. Employees who work evening and/or night shifts on a Saturday or a Sunday will receive <b>\$1.55</b> <del>\$1.30</del> for all such hours worked.</p>												
<p>May 3</p>	<p><b>Article 17.2 - SHIFT PREMIUMS</b></p> <p>Employees who work a shift, the majority of hours of which occur before 8 a.m. or after 4 p.m. Monday to Friday, shall receive a shift premium of <b>\$1.15</b> <del>\$.90</del> per hour for all hours so worked.</p>												
<p>May 3</p>	<p><b>Article 17.3 - PARAMEDIC SERVICES PREMIUM</b> <del>EFFECTIVE JANUARY 1, 2010</del></p> <p><b>In lieu of Article 17.1 and 17.2 above, Paramedic Services premiums will be provided as follows:</b></p> <p>a) <b>Scheduled hours outside of 8:00 a.m. and 5:00 p.m. Monday to Friday shall receive a shift premium of <del>\$.90</del> \$1.15 per hour.</b></p> <p>b) <b>Saturdays and/or Sundays shall receive a shift premium of <del>\$.90</del> \$1.15 per hour for all scheduled hours worked.</b></p> <p>c) <b>Employees who work evening and/or night shifts commencing on a Saturday, or a Sunday will receive a premium of \$1.55 per hour for each hour of the shift.</b></p>												

May 3	<p><b>Article 18.5 - MEAL ALLOWANCE</b></p> <p>An employee required to work two (2) hours overtime immediately prior to or following the normal shift shall be provided a meal allowance of <del>\$10.00</del> <b>\$13.00</b> within ten (10) days of the end of the pay period in which the overtime was worked. <b>This allowance is not paid where a meal is provided by the Employer.</b></p> <p><i>[Note - not paid where employee is working at home]</i></p>
February 11	<p><b>Article 19.8 - APPROVED LEAVE DURING VACATION</b></p> <p>Where an employee qualifies for sick leave, bereavement or any other approved leave during their vacation period, there shall be no deduction from vacation credits for such absence. For the employee to qualify for such sick leave <b>during their vacation period, the employee's scheduled vacation must be interrupted due to a serious illness or injury that would otherwise qualify them for sick leave. The employee must provide medical evidence that supports their illness or injury during their vacation period.</b> The period of vacation so displaced shall, upon mutual agreement, either be added to the vacation period or be reinstated for use at a later date.</p>
May 3	<p><b>Article 19.10 - POSTPONING VACATION</b></p> <p>a) It is understood and agreed that as a general principle, employees are encouraged to take their annual vacation entitlement. At minimum, an employee must take <del>an equivalent of at least two weeks vacation per year</del> <b>in accordance with the <i>Employment Standards Act</i></b>, which may or may not be consecutive.</p> <p>b) An employee may postpone part of their annual vacation entitlement, provided that decision is confirmed to their manager in writing and provided that the total vacation balance does not exceed <del>forty (40)</del> <b>twenty five (25)</b> days or the equivalent in hours as outlined in Article 19.1(a).</p> <p>c) Any additional vacation days or hours beyond the cap of <del>forty (40)</del> <b>twenty five (25)</b> days or the equivalent in hours as outlined in Article 19.1(a) shall be paid out in January of the following year at the employee's current regular rate of pay based on the balance over <del>forty (40)</del> <b>twenty five (25)</b> days at end of <b>the</b> calendar year.</p> <p>d) <del>Where a manager requests, and the employee agrees, to the postponement of all or part of an employee's vacation, that period of time shall be in addition to the time specified in paragraph (a) above.</del></p>

	<p><b>NOTE: This applies to all new hires and, as part of transitioning to a 25-day vacation balance, there will be a phased implementation for existing employees over a three-year period as reflected in the chart below:</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Updated Vacation Balance</th> </tr> <tr> <th style="text-align: center;">Year</th> <th style="text-align: center;">Maximum Number of Days</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">As of December 31, 2022</td> <td style="text-align: center;">35 days</td> </tr> <tr> <td style="text-align: center;">As of December 31, 2023</td> <td style="text-align: center;">30 days</td> </tr> <tr> <td style="text-align: center;">As of December 31, 2024</td> <td style="text-align: center;">25 days</td> </tr> </tbody> </table>	Updated Vacation Balance		Year	Maximum Number of Days	As of December 31, 2022	35 days	As of December 31, 2023	30 days	As of December 31, 2024	25 days
Updated Vacation Balance											
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As of December 31, 2023	30 days										
As of December 31, 2024	25 days										
<p>April 11</p>	<p><b>Article 20.3 d) - SICK CREDITS ENTITLEMENT</b></p> <p>ii) Where an employee exhausts their full sick leave credits (130 days) they must return to work on full-time hours for at least twenty-eight (28) consecutive calendar days before the sick leave credits are restored, subject to Article 20.3 c (iii) and Article 20.5. It is further understood that approved bereavement leave from work will be included in the twenty eight (28) consecutive calendar days accumulation. <b>Should an employee who is returning require standing appointments for ongoing treatment and these cannot be scheduled outside of their regular employment hours, medical documentation will need to be provided to the Employee Health Unit to support the treatment requirement and schedule. Absence for such treatments will not interrupt their accumulation however if they are absent for a full day for such appointment it is understood that day will also not count towards their accumulation.</b></p>										
<p>April 11</p>	<p><b>Article 20.12 - DOCTOR'S MEDICAL CERTIFICATE - FIFTH DAY</b></p> <p>a) Any employee whose illness extends to five (5) working days shall, on or before the fifth (5) day, file a Doctor's <b>medical</b> certificate with the Department Head and/or supervisor.</p> <p>b) Notwithstanding the foregoing, the Employer may require an employee to provide a Doctor's <b>medical</b> certificate and/or a Fitness to Work Form for any absences of less than five (5) days where there is a demonstrated pattern of absences.</p> <p>c) <b>If there is a cost to the employee for the medical certificate or a Fitness to Work form, the Employer will reimburse up to \$25.</b></p>										



	<p><b>d) For clarification, a medical certificate/note must be from a legally qualified medical practitioner.</b></p>
March 7	<p><b>Article 20.14 - ELIGIBILITY AND PAYMENT OF SICK LEAVE BENEFITS (NEW)</b></p> <p><b>d) Employees obtaining WSIB loss of earnings benefits as a result of an injury or illness at another employer are expected to claim any resulting income lost at the Region on that WSIB application and not through short term sick leave benefits.</b></p>
April 11	<p><b>Article 21.1a) - Bereavement Leave (PFT, PPT, TFT, TPT)</b></p> <p>An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of pay and benefits in the case of the death of a member of the immediate family, as defined in Article 1.19. In the case of the death of a spouse, child, <b>step child</b>, parent, <b>step parent</b>, or sibling, an additional two (2) days will be granted.</p> <p><b>Where tradition dictates or where delayed services occur (interment or memorial) the bereavement leave days above may be used over two (2) separate occasions within six (6) months of the date of loss.</b></p> <p>It is understood that bereavement leave is inclusive of Funeral Leave (Article 21.2).</p>
January 26	<p><b>Article 22.1 - PREGNANCY/PARENTAL LEAVE</b></p> <p>Pregnancy and parental leaves under this Article are granted pursuant to the Ontario Employment Standards Act, as follows:</p> <p>a) <u>Eligibility</u></p> <p>i) Pregnancy Leave</p> <p>Pregnant employees who have been employed for thirteen (13) weeks with the Employer prior to the estimated date of birth, are eligible for pregnancy leave without pay <b>in accordance with the provision of the ESA and shall not fall below the entitlement as per the date of the signing of this CA.</b> <del>of up to seventeen (17) weeks.</del></p>

	<p>ii) Parental Leave</p> <p>All employees who have been employed for thirteen (13) weeks by the employer prior to the estimated date of birth or coming into care and custody of the child, and who qualify under the definition of "parent" below, are entitled to parental leave without pay <del>of up to thirty-five (35) weeks</del> following the birth of their child or the coming into care and custody of an adopted child <b>in accordance with the provision of the ESA and shall not fall below the entitlement as per the date of the signing of this CA.</b></p> <p>b) <u>Definition of Parent</u></p> <p>A parent includes natural and adoptive parents, and a person in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.</p> <p>c) <u>Timing of Leave</u></p> <p>i) Pregnancy Leave</p> <p>Pregnancy leave shall be <b>in accordance with the provision of the ESA and shall not fall below the entitlement as per the date of the signing of this CA.</b> <del>not commence earlier than seventeen (17) weeks prior to the estimated date of birth.</del></p> <p>ii) Parental Leave</p> <p>Parental leave for pregnant employees must commence immediately following the expiration of the pregnancy leave, or immediately following the coming into care and custody of the child. Parental leave for all other employees must be completed <b>in accordance with the provision of the ESA and shall not fall below the entitlement as per the date of the signing of this CA.</b></p> <p><del>within the fifty-two (52) week period immediately following the birth of the child or the coming into care and custody of the child.</del></p>
May 3	<p><b>Article 22.3 - PREGNANCY AND PARENTAL LEAVE SUB-PLAN</b></p> <p>Effective the date of approval by the <b>Canada</b> Employment Insurance Commission (<b>CEIC</b>), an employee who is on pregnancy leave or parental leave as provided under this Agreement and who is in receipt</p>

of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act (**EIA**), shall be paid a **Supplemental Employment Benefit (SUB) as follows:**

- a) ~~That benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance benefits and any other earnings.~~ The Employer agrees to pay seventy-five percent (75%) of the employee's regular weekly earnings for up to two (2) weeks of any applicable "waiting period" under the **EIA Employment Insurance Act**. All payments shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub.
- b) ~~In the case~~ **Employees in receipt** of pregnancy benefits, **will be eligible to receive** SUB payments following the "waiting period" ~~shall continue while the employee is in receipt of such benefits~~ for a maximum period of fifteen (15) weeks. **The Employer agrees to pay the** equivalent of the difference between 75% of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance Benefits and any other earnings.
- c) ~~In the case~~ **Employees in receipt** of parental benefits, **will be eligible to receive** SUB payments **immediately following the expiry of pregnancy benefits or the waiting period** ~~shall continue while the employee is in receipt of such benefits~~ for a maximum of ten (10) weeks.
  - i. **Where an employee elects to take a standard parental leave, as defined by employment insurance provisions, the amount of the SUB payments will be equivalent to the difference between 75% of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance Benefits and any other earnings.**
  - ii. **Where an employee elects to take an extended parental leave, as defined by employment insurance provisions, the amount of the SUB payments will be equivalent to the total amount that would have been payable had the employee elected the standard leave option set out in paragraph i) above. For clarity, the total SUB (EI plus**

	<p><b>SUB plan) paid to the employee who elects the extended leave option will be no greater than the benefit paid under the standard leave option.</b></p> <p>d) <b>Employees must advise the Employer of the leave option elected before the commencement of their parental leave.</b></p> <p>The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the last day worked prior to the commencement of the leave, times the employee's normal weekly hours.</p> <p>Benefits provided herein are subject to the terms and conditions of the SUB plan registered with the <b>CEIC Employment Insurance Commission.</b></p>
October 22	<p><b>Article 23.6 (f) - ASSIGNMENT TO A HIGHER CLASSIFICATION</b></p> <p>Add missing words "in a"</p>
May 3	<p><b>Article 23.10 - MEAL ALLOWANCE WHILE ON EMPLOYER'S BUSINESS</b></p> <p>An employee who is required to be away from the workplace over the meal period in attendance at meetings on the Employer's behalf shall be paid a meal allowance of <del>\$10.00</del> <b>\$13.00</b> unless a meal is provided.</p>
May 3	<p><b>Article 23.12 - PAYMENT OF PROFESSIONAL FEES</b></p> <p>a) When the Employer requires permanent full-time staff to have membership as a pre-requisite for employment as per the job description, such fee shall be fully reimbursed <del>up to a maximum of \$750.00 per year per employee,</del> subject to a satisfactory receipt. It is further understood that the employee must have a least one (1) years' service with the Employer;</p> <p>b) In the case of permanent part-time staff, the amount reimbursed shall be 50% of the fee, up to a maximum of <del>\$375.00</del> <b>500.00</b>, subject to a satisfactory receipt. it is further understood that the employee must have a least one (1) years' service with the Employer;</p>
May 18	<p><b>Article 24.1 - RETROACTIVITY</b></p> <p><b>AMEND</b></p>

	<b>Retroactivity required by the Minutes of Settlement for the Renewal Agreement will be calculated based upon the wage increases contained in Article 23.1.</b>
May 18	<b>Article 24.4 - RETROACTIVITY FOR ELIGIBLE RETIREES UNDER OMERS</b>  <b>AMEND</b>  Former employees who retired <b>from employment after April 1, 2020 and before the date of ratification</b> and qualified under OMERS shall be entitled to retroactive pay adjustments <b>up to the effective date of their retirement</b> . The Employer shall notify in writing, by registered mail, to the last known address, all eligible retired members of the Union of their entitlement to the pay adjustments who have terminated their service, on or after the coming into force of this Collective Agreement of any entitlement to retroactive pay adjustment. Those notified will be informed that they have thirty (30) days in which to advise the Employer of their intent to claim any applicable retroactive adjustments. Upon notification, the Employer shall then remit cheques in the appropriate amount forthwith. Those eligible members who fail to respond within thirty (30) days thereafter forfeit any right to retroactive adjustments.
May 18	<b>Article 25.3 - WAITING PERIOD FOR NEW HIRES</b>  <b>AMEND</b>  e) EXTENDED HEALTH COVERAGE  Vision Care <ul style="list-style-type: none"><li>• \$450 per person in a 24-month period. Vision care benefit may be used toward laser eye surgery subject to the specified maximum.</li><li>• <b>Effective January 1, 2023 the vision care benefit will increase to \$475.00.</b></li><li>• Eye examination by an optometrist limited to one examination in any twenty four (24) month period, in addition to any government plan coverage, provided no portion of a charge for these services is payable under a government plan.</li></ul> Supplementary Health Includes: <ul style="list-style-type: none"><li>• Psychological benefits to include services of a Psychologist, <b>Psychotherapist</b>, or MSW, are provided to a combined</li></ul>

	<p>maximum of <del>\$1,000</del> <b>\$2000</b> per person annually based on the reasonable and customary charges (effective July 1, 2022). <b>Notwithstanding the stated per person annual benefit above, the individual annual benefit for Paramedics will be a maximum of \$4000.</b></p> <ul style="list-style-type: none"><li>- Hearing Aids - <del>\$750</del> <b>\$2,000</b> per person in 5 year period <b>(excluding batteries and repairs)</b></li></ul> <p>f) DENTAL PLAN</p> <p>Dentures</p> <ul style="list-style-type: none"><li>- 80% co-insured at current ODA fee schedule</li><li>- No deductible, Maximum of <del>\$2,000</del> <b>\$3,000</b> per person annually</li></ul>
May 11	<p><b>Article 25.6 b) BENEFITS AND ENTITLEMENTS FOR TEMPORARY EMPLOYEES</b> (<del>changes effective January 1, 2017</del>)</p> <p><b>AMEND</b> to provide the following additional language in the chart within the row labelled Extended health and Dental Coverage:</p> <ul style="list-style-type: none"><li>• <b>Effective January 1, 2023 TFT will receive a Health Spending Account of \$1800.00 per year (pro-rated based on start date)</b></li><li>• <b>Effective January 1, 2023 TPT will receive a Health Spending Account of \$1800.00 per year (pro-rated based on start date and scheduled hours)</b></li></ul>
April 11	<p><b>Article 26.1 b) - UNIFORMS AND PROTECTIVE CLOTHING</b></p> <p>iv) Reflective <b>Shirts - Four (4)</b> reflective <b>shirts</b> will be supplied annually to all workers who require them as determined by the Employer <b>with a combination of t-shirts and long sleeve shirts or sweatshirts.</b></p> <p>ix) Safety Footwear - An employee who is required to wear CSA approved safety footwear during the course of their duties shall be reimbursed for the purchase of safety footwear to a maximum of <b>three hundred and twenty five (\$325)</b> dollars upon submission of an original receipt in a calendar year.</p> <p>A summer student who is required to wear CSA approved safety footwear during the course of their duties shall be reimbursed for the purchase of the safety footwear to a maximum of seventy-five (\$75.00) dollars upon submission of</p>

	<p>an original receipt. The reimbursement shall be paid on the summer student's last pay cheque.</p> <p><b>xii) Reflective Pants – Two (2) pairs of reflective pants will be supplied annually for work use to those workers who require them as determined by the Employer.</b></p>
April 11	<p><b>Article 26.1 e) – Uniform/Boot Allowance for Paramedics</b></p> <p><b>i) Safety footwear for Paramedics shall be black. Paramedics will receive the footwear reimbursement as per 26.1(b)(ix).</b></p> <p><i>Note 26.1 e) i) replaces 26.1 e) i), ii), iii), iv)</i></p> <p><i>All remaining articles in 26.1 e) {(v) onwards}, remain the same</i></p>
May 11	<p><b>Article 30.1 - RIGHT OF UNION REPRESENTATION (Replace existing 30.1 with following)</b></p> <p>a) It is understood that management and employees engage in discussions regularly as part of undertaking their duties. However, where it becomes apparent that a formal workplace investigation, a scheduled fact finding meeting or interview into allegations which may lead to discipline is required, the Employer will inform the Union and the employee in advance so that they may arrange to have a Steward present at any such meeting. Where the employee is a Steward or Union Executive, they may bring a CUPE staff representative or the Unit Chair or designate as their representative.</p> <p>b) Where a member of management intends to meet with an employee for the purpose of issuing discipline, suspension, or a termination for cause, the Employer will inform the Union of the potential need for a Steward and the employee has the right to have union representation be present at the meeting.</p> <p>c) When an employee is discharged, suspended, or disciplined, they shall be given the reason in the presence of their Steward. In all matters of discipline, suspension, or discharge the employer shall state in writing the reason for such discipline, suspension, or discharge and a copy shall be remitted to the Union. Any reply by the employee or the Union shall become part of their record.</p> <p><i>[Withdrawal of 21-PY-81]</i></p>

January 11	<p><b>LOI - ESTABLISHMENT REPORTS (Pg. 84)</b></p> <p><b>Agreed to renew, need date adjustment for signature</b></p>
January 11	<p><b>LOI - TECHNOLOGICAL CHANGE (Pg. 85)</b></p> <p><b>Agreed to renew, need date adjustment for signature</b></p>
March 9	<p><b>LOI - JOB EVALUATION MAINTENANCE (Pg. 86-87)</b></p> <p><b>Agreed to renew with changes, need date adjustment for signature</b></p> <p><b>The parties agree to maintain a job evaluation maintenance process and Joint Job Evaluation Committee (JJEC) that will review new classifications and/or classifications with significant changes in duties.</b></p> <p><b>The Parties have agreed upon Terms of Reference for the JJEC and these Terms of Reference may only be amended or changed with unanimous agreement of the voting Committee members and with the approval of the CUPE 905 York Region chair.</b></p> <p><b>The Job Evaluation system will include procedures for maintenance of the system including the evaluation of newly created union positions. The duties, responsibilities and accountabilities of such positions may, in some cases, change significantly once the position has been staffed for a period of time. This letter of clarification shall outline maintenance procedures for the evaluation of new positions and clarify the scope of the JJEC.</b></p> <p><b>The parties agree to the following:</b></p> <p style="text-align: center;"><b>New Positions</b></p> <ol style="list-style-type: none"><li><b>1. In order to commence recruitment of new positions, the Employer shall initially set the wage rates and advise the Union of the Pay Grade and Schedule.</b></li><li><b>2. The committee will review the evaluations of these new positions within six (6) months.</b></li><li><b>3. Should a re-evaluation determine that the job rating is at a higher grade level, the wages for the incumbent will be adjusted upward to the nearest salary rate closest to,</b></li></ol>



	<p>but not lower than, the employee's current wage rate retroactive to hire date.</p> <p>4. Should the re-evaluation determine that the job rating is lower than originally evaluated, the employee will receive "red-circle" salary protection, on the following basis:</p> <p>a) Where the employee's wage rate is higher than the new grade level maximum, the employee shall retain their current salary. Economic adjustments shall not apply until the wage range of the new level meets or exceeds their wage level.</p> <p>b) Where the employee's salary level falls within the range of the new level, they will be entitled to the normal salary progression within the new range until they meet the maximum of the new range.</p> <p>5. For clarity, this evaluation process as described above is applicable only to newly created union positions.</p> <p style="text-align: center;"><b>Changed Positions</b></p> <p>6. The Manager of Compensation and the CUPE Local 905 Unit Chairperson will determine if a review of a position by the JJEC is warranted.</p> <p>7. Requests for evaluation review may be initiated by the appropriate Management and/or the incumbent provided that they include documented support of fifty (50%) percent plus one of the population for that position.</p> <p>8. The classifications with significant changes to duties must be accompanied by a current signed position description reflecting the changes in the position.</p> <p>9. The effective dates of any salary adjustments as a result of a classification review shall be the date of the request for evaluation review.</p> <p>10. For purposes of clarity, the scope of the JJEC shall include the following:</p> <p>a) To determine the appropriate and defensible job evaluation rating for each classification in the bargaining unit based on available information such</p>
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	<p>as, but not limited, to job descriptions, job evaluation questionnaires, job postings and organization charts.</p> <ul style="list-style-type: none"><li>b) To ensure detailed records of JJEC deliberations are maintained.</li><li>c) To discuss ways to improve/clarify the job evaluation process and/or methodology and to make recommendations.</li></ul> <p>11. For purposes of clarity, the scope of the JJEC shall not include the following:</p> <ul style="list-style-type: none"><li>a) To determine weighting factors for the questions in the questionnaire; or</li><li>b) Compensation rates (wage/salary schedules) which are attached to classifications; or</li><li>c) Organizational design and structure issues; or</li><li>d) Job requirements and/or qualifications.</li></ul> <p>12. SETTLEMENT OF DISAGREEMENTS WITHIN THE JJEC</p> <ul style="list-style-type: none"><li>a) In the event the JJEC is unable to reach agreement on the rating of a job or jobs, the co-chairpersons of the committee shall request, within ten (10) working days, that each party designate an advisor to meet with the committee and attempt to assist in reaching a decision.</li><li>b) If, after meeting with the two (2) advisors appointed pursuant to 12(a) above, the committee remains unable to agree upon the matter in dispute within fifteen (15) working days, then either the Union or the Employer may refer the matter to Job Evaluation Arbitration by stating this intention in accordance with Article 9</li><li>c) Either party may, by written notice to the other party, refer the dispute to a single arbitrator/mediator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.</li></ul>
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	<p>d) The Job Evaluation Arbitrator shall be governed by the Collective Agreement, the Terms of Reference and the Job Evaluation tool and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.</p> <p>e) The Job Evaluation Arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and may conduct the hearing in any manner which is procedurally fair including, without limitation, establishing a procedure for expediting the arbitration including requiring written briefs, or having the parties present will says or such other additional information as deemed necessary.</p> <p>f) The arbitrator's fees and expenses shall be borne equally between the parties.</p> <p>g) The time limits contained in this article may be extended by mutual agreement of the parties</p> <p><b>13. Reconsideration Process</b></p> <p>The Parties agree that during the life of this Collective Agreement the JJEC, each with the support and participation of an advisor if they so wish, will discuss the establishment of a Reconsideration Process.</p> <p>Reconsideration is a process where, following a job evaluation decision, any member of the JJEC becomes aware of significant new information about the position which might have amended the rating in a material way.</p> <p>Within 90 days of the ratification of the Collective Agreement the Co-chairs of the JJEC will pre-set four meetings, separate and apart from Tuesday meetings, for this purpose and to discuss the experiences of such processes in other Municipal environments.</p>
April 8	<p><b>LOU - ALTERNATE WORK ARRANGEMENTS (Pg. 88-89)</b></p> <p><b>Agreed to renew with following changes:</b></p> <p><b>LOU - FLEXIBLE WORK ARRANGEMENTS</b></p>

	<ol style="list-style-type: none"><li>1. The Employer and the union agree that the use of flexible work arrangements may benefit both the operational needs and services of the Employer and improve the quality of employment for the Employee.</li><li>2. The Employer will maintain a Flexible Work Arrangement Policy and guidelines for the implementation of the Policy. The Policy, guidelines and its application will be reviewed at least annually at Labour Management meetings. The Employer and the Union will review by Department the positions participating in flexible work arrangements and will review reasons for cancellations or revisions to flexible work arrangements. It is understood that where there is any conflict between this Policy and the Collective Agreement, this Collective Agreement will govern.</li><li>3. Employees may voluntarily participate in flexible work arrangements under the Policy and guidelines subject to conditions established by management. Each employee who participates in a flexible work arrangement must abide by the requirements set out in the Policy and applicable guidelines.</li><li>4. Employee requests for participation in flexible work arrangements (where they are in a role which is identified as role which may be subject to a flexible work arrangement option) shall not be unreasonably denied.</li><li>5. The Employer has the sole discretion to authorize the implementation, cancellation and/or revision of flexible work arrangements.</li><li>6. The employer shall provide reasonable notice to the employee when a flexible work arrangement is cancelled or fundamentally revised.</li><li>7. Where an employee who has a flexible work arrangement changes positions, the arrangement will cease and they will need to make a new request for an ongoing arrangement based on the requirements of the new position. In accordance with paragraph 3 and 4 above, this new request shall not be unreasonably denied.</li></ol>
October 22 and October 29	<b>LOU - "INITIAL AREA OF EMPLOYMENT" AND "LOCATION" (Pg. 90-92)</b>  <b>Agreed to renew, need date adjustment for signature and</b>

	<p><b>Agreed to change “EMS” to “Paramedic Services,” in last “And Whereas”</b></p>															
<p>November 16</p>	<p><b>LOI - ONTARIO WORKS – WORK EXPERIENCE AND TRAINING OPPORTUNITY (Pg. 93)</b></p> <p><b>Agreed to not renew</b></p>															
<p>February 15</p>	<p><b>LOA - PARAMEDIC SERVICES AND VACATION (Pg. 94-96)</b></p> <p><b>Agreed to renew, need date adjustment for signature and</b></p> <ol style="list-style-type: none"> <li>Full-time Paramedics will be contacted in order of bargaining seniority by the Paramedic Services Scheduling office by May 1<sup>st</sup> each year to schedule vacation. A reasonable attempt will be made to contact the employee at the phone numbers listed on their Human Resource Services file. It is the employee’s responsibility to ensure the most correct phone numbers are listed on file. If contact cannot be made vacation will be assigned based on any written request on file.</li> <li>In order to maintain efficiency within Paramedic Services Operations the number of Paramedic staff allowed <b>on vacation, overtime and/or statutory lieu days</b> shall be: <table border="1" data-bbox="477 1220 1403 1421"> <thead> <tr> <th></th> <th><b>CP</b></th> <th>PCP</th> <th>ACP</th> <th><b>SRU</b></th> </tr> </thead> <tbody> <tr> <td>Days &amp; Day Peak Shifts</td> <td><b>30%</b></td> <td>30%</td> <td>30%</td> <td><b>50 %</b></td> </tr> <tr> <td>Night &amp; Night Peak Shifts</td> <td><b>30%</b></td> <td>30%</td> <td>30%</td> <td><b>50%</b></td> </tr> </tbody> </table> <p>The definitions for item 2 are: Day Peak: shifts starting between 00:00 to 11:59 hours, Night Peak: shifts starting between 12:00 and 23.59 hours. These percentages are in reference to the number of spots on the core schedule and reflect pre-scheduled requests. <b>Classification percentages are not to be pyramided and</b>—Expected core schedule numbers will be provided to CUPE prior to the annual booking process.</p> </li> <li>“Swing shift” Paramedics shall be assigned based on skill level (PCP vs. ACP) to fill scheduled absences within their geographic area, or will default to a designated “swing station” in each geographic</li> </ol>		<b>CP</b>	PCP	ACP	<b>SRU</b>	Days & Day Peak Shifts	<b>30%</b>	30%	30%	<b>50 %</b>	Night & Night Peak Shifts	<b>30%</b>	30%	30%	<b>50%</b>
	<b>CP</b>	PCP	ACP	<b>SRU</b>												
Days & Day Peak Shifts	<b>30%</b>	30%	30%	<b>50 %</b>												
Night & Night Peak Shifts	<b>30%</b>	30%	30%	<b>50%</b>												

	<p>area. Paramedics assigned to the “swing station” shall contact the Paramedic Services Scheduling Office or <b>Real Time Operations Centre (RTOC) Superintendent</b> at least one (1) hour prior to the commencement of a day shift and two (2) hours prior to the commencement of a night shift.</p> <p>13. When a permanent full-time Paramedic who is normally assigned to a station is reassigned from that station before or after the commencement of their shift, the employer shall provide transportation to and from the new assignment <b>or reimburse pre-approved travel expenses or mileage costs.</b></p>
January 24	<p><b>LOI - OPPORTUNITIES FOR INDIVIDUALS WITH INTELLECTUAL AND COGNITIVE DISABILITIES (Pg. 97)</b></p> <p><b>Agreed to renew with following changes:</b></p> <p>Rename to “<b>OPPORTUNITIES FOR INDIVIDUALS WITH COGNITIVE DISABILITIES</b>” &amp; add new paragraph:</p> <p><b>“On an annual basis the Employer will provide the Union with the names of any individuals working under this LOI, the name of any affiliated agency involved in the opportunity and a summary of the employment opportunity and tasks.”</b></p>
October 22	<p><b>LOI - PARTNERSHIP PROGRAMS (Pg. 98)</b></p> <p><b>Agreed to renew, need date adjustment for signature</b></p>
November 16	<p><b>LOI - BUILDING ATTENDANTS (Pg. 99)</b></p> <p><b>Agreed to not renew</b></p>
November 16	<p><b>LOI - DRUG PLAN-100% NATIONAL FORMULARY (Pg. 101)</b></p> <p><b>Agreed to not renew</b></p>
October 22	<p><b>LOI - CASUAL/ON CALL PARAMEDIC STAFF (Pg. 102)</b></p> <p><b>Agreed to renew, need date adjustment for signature</b></p>
April 8	<p><b>LOI - PARAMEDIC NRA 60 CLASSIFICATION (Pg. 103)</b></p> <p><b>Agreed to renew, need date adjustment for signature</b></p>

<p>April 8</p>	<p><b>LOI - COMMUNITY LIAISON PARAMEDIC (CLP) &amp; COMMUNITY LIAISON PARAMEDIC SPECIALIST (CLPS)</b></p> <p><b>Agreed to not renew</b></p>
<p>October 22</p>	<p><b>LOI - PARAMEDIC SERVICES – PARAMEDICS MILEAGE (Pg. 106)</b></p> <p><b>Agreed to renew, need date adjustment for signature</b></p>
<p>October 22</p>	<p><b>LOI - LIEU BANK CAPS – TRANSPORTATION SERVICES &amp; ENVIRONMENTAL SERVICES (Pg. 107-108)</b></p> <p><b>Agreed to renew, need date adjustment for signature and</b></p> <p><b>Point 6 date will need to be adjusted to reflect the last day of the renewal collective agreement.</b></p>
<p>October 22</p>	<p><b>LOI - QUARANTINE PAY (Pg. 109)</b></p> <p><b>Agree to move from LOI into collective agreement and renumber Articles - delete LOI on Pg. 109.</b></p>
<p>November 16</p>	<p><b>LOI - HEART ALIVE (Pg. 110)</b></p> <p><b>Agreed to not renew</b></p>
<p>October 29</p>	<p><b>LOI - WATER/WASTEWATER CERTIFICATION (Pg. 111)</b></p> <p><b>Agreed to renew with employer changes, need date adjustment for signature</b></p>
<p>April 8</p>	<p><b>LOI - PRECEPTORSHIP (Pg. 113-114)</b></p> <p><b>Agreed to renew with following changes:</b></p> <p><b>A preceptor is defined as an Advanced Care Paramedic (ACP) or Primary Care Paramedic (PCP) that has completed the preceptor training.</b></p> <ol style="list-style-type: none"> <li><b>1. For remuneration purposes, stipend payments will be made on a "per student basis."</b></li> <li><b>2. The stipend to the (ACP) Preceptor is \$1.75 for each hour when the paramedic is acting as a preceptor. Recognizing they will contribute to the development, the other crew member shall receive the stipend of \$0.50 for the hours of precepting by their partner. In the event of a book-off by</b></li> </ol>

	<p>the non-preceptor regular crew member, the replacement paramedic is not entitled to a stipend;</p> <ol style="list-style-type: none"><li>3. When precepting a college student (PCP) the preceptor shall receive the stipend of \$1.25 per student for each hour when the paramedic is acting as a preceptor. The other regular crew member shall receive the stipend of \$0.50 for the hours of precepting by their partner. In the event of a book-off by the non-preceptor regular crew member, the replacement paramedic is not entitled to a stipend. In the event that both crew members are recognized as preceptors, both crew members will receive the stipend of \$1.00 per student for each hour when the Paramedics are acting as a preceptor. In the event of a book-off by either regular crew member, the replacement paramedic is not entitled to receive the stipend; and</li><li>4. The payment of the stipend referenced in items #2 &amp; #3 shall be paid in a lump sum amount at the completion the preceptorship.</li><li>5. Central East Prehospital Care Program (CEPCP) fees incurred by a college student during their preceptorship with York Region shall be reimbursed to a maximum of \$400 upon submission of receipts and following the completion of one year of employment with the Region.</li></ol>
October 22	<p><b>LOI - LIVE-IN SUPERINTENDENT – HOUSING YORK INC.</b> (Pg. 115-116)</p> <p><b>Agreed to renew, need date adjustment for signature</b></p>
October 22	<p><b>LOI - DEEMED TERMINATION FOR ABSENCES THIRTY (30) MONTHS OR GREATER</b> (Pg. 117)</p> <p><b>Agreed to renew, need date adjustment for signature</b></p>
January 11	<p><b>LOI - REPORTS FOR TEMPORARY VACANCIES</b> (Pg. 118)</p> <p><b>Agreed to renew, need date adjustment for signature, amended:</b></p> <p>The Employer shall provide to the Union on a <b>yearly</b> <del>quarterly</del> basis, a report(s) outlining the following in relation to Employees filling temporary vacancies.</p>



February 14	<b>LOU - REFERRAL TO ARBITRATION (Pg. 119)</b>  <b>Agreed to not renew, replaced with LOI - LABOUR RELATIONS PILOT PROJECT PRESCHEDULED GRIEVANCE MEETINGS AND EXPEDITED MED/ARB</b>
October 22	<b>LOU - WINTER SHIFT SCHEDULES (ARTICLE 15.14) (Pg. 120)</b>  <b>Agreed to renew, need date adjustment for signature</b>
October 22	<b>LOU - WINTER SHIFT SCHEDULES (ARTICLE 15.6) (Pg. 121)</b>  <b>Agreed to renew, need date adjustment for signature</b>
March 9	<b>LOU - SCHEDULING OF ACCESS YORK CONTACT CENTRE CASUAL EMPLOYEES (Pg. 122)</b>  <b>Agreed to renew with changes, need date adjustment for signature</b>  <b>1. Casuals must indicate their availability and non-availability on time sheets for each two (2) month period. These will be required to be submitted two (2) weeks prior to the beginning of January, March, May, July, September, and November.</b>  <b>3. Casuals must be available to work on at least fifteen (15) shifts per month. This must be maintained for ten (10) months of a calendar year based upon mutual agreement. Casuals who fail to be available in accordance with this provision shall be provided, once, with a notice of non-compliance and any subsequent failure may result in them being deemed to have resigned.</b>  <b>(new and renumber) 4. In the interest of vacation scheduling for full time employees, Casuals must be available for work on one of the day prior to the holiday or the day following the holiday on a minimum of five (5) of the holidays listed in 16.1a.i in each year. If availability is submitted for both the day prior to and the day following a holiday, this will count toward two (2) of the required five (5) holidays.</b>  <b>6. A casual employee shall not refuse more than two (2) shifts (which shall not be the shifts in paragraph 4 above) for which they have indicated their availability in a calendar month.</b>  <b>(maintain) all other paragraphs as currently drafted subject to renumbering.</b>

<p>May 19</p>	<p><b>LOI – GOODWILL ARRANGEMENT (Pg. 123)</b></p> <p><b>RENEW/AMEND</b></p> <p><b>WHEREAS, this arrangement is committed to</b> in the interest of public safety.</p> <p><b>AND WHEREAS, CUPE Local 905</b> recognizes the collective responsibilities of York Region and CUPE Local 905 members for the operation of York Region's water system.</p> <p><b>AND WHEREAS, the Union</b> also recognizes that the absence of these services has the potential to pose immediate and serious health hazards jeopardizing public health and safety.</p> <p><b>We AND WHEREAS, the Union</b> understands Operations, Maintenance and Monitoring (OMM) Team Leads have special knowledge enabling them to effectively assist with maintaining water and wastewater services, particularly in emergency circumstances.</p> <p><b>NOW THEREFORE,</b> in the event of a lawful lock-out or strike, when York Region's Medical Officer of Health, in accordance with the Health Protection and Promotion Act, and associated regulations as applicable, determines that maintaining compliance with the provincial regulations and the protection of public health is at risk, the union shall support such a determination. Where the expertise of <b>OMM</b> team members are required, OMM Team leads will be permitted to return to work until such time that the emergency circumstances are mitigated to a point where there is no serious risk to public health.</p> <p>To be clear, approvals will be granted solely in emergency circumstances that require the expertise of <b>OMM</b> members.</p> <p>Examples of such conditions include:</p> <ul style="list-style-type: none"><li>- <b>Adverse water conditions that could affect public health</b></li><li>- <b>Extreme weather events causing major system failures (i.e. ice storm, prolonged blackout)</b></li><li>- <b>Loss or risk of losing water storage for emergency and fire protection</b></li><li>- <b>Major spills causing high risk of adversely affecting public health or the environment</b></li></ul> <p><b>In the Interest of public safety, we commit to this arrangement in good faith for the strict period to December 31, 2025</b></p>
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October 22	<p><b>MOS - CONCERNING A UNION POLICY GRIEVANCE RE: THE USE OF AGENCY STAFF (13-PY-13) &amp; LETTER PURSUANT TO PARAGRAPH 4 (Pg. 124-127)</b></p> <p><b>Agreed to renew, need date adjustment for signature</b></p>
January 11	<p><b>LOI - LABOUR RELATIONS PILOT PROJECT PRESCHEDULED GRIEVANCE MEETINGS AND EXPEDITED MED/ARB (NEW)</b></p> <p><b>Within 90 days following the ratification of this Collective Agreement, the parties agree to meet and establish a working group of three persons from each Party, who may be supported by the CUPE National Representative and the Region's legal support, to develop and implement a Labour Relations (LR) Pilot Project for the 2022 and 2023 calendar years.</b></p> <p><b>This Pilot will include working to establish some regularly scheduled branch Step 2 grievance meetings and Step 3 grievance meetings and a system for determining the grievances to be scheduled for hearing at these meetings in advance of the pre-scheduled dates.</b></p> <p><b>This Pilot Project will also work to establish an expedited Mediation/Arbitration process which may be used for non-precedent setting cases where both Parties agree. The process is an informal and accelerated mechanism to facilitate a speedier resolution of grievances arising out of the application of the collective agreement. The third-party Mediator/Arbitrator may establish a procedure including disclosure and/or written briefs and/or will says. The Parties will work to establish standing dates for the 2023 year for this expedited Pilot process.</b></p> <p><b>In December of 2023, the parties will revisit both aspects of the LR Pilot Project to determine if there is mutual agreement to continue the process(es) for the duration of the collective agreement. Failing mutual agreement, the process(es) will end.</b></p>
January 11	<p><b>LOU - PERMANENT PART TIME PARAMEDICS (NEW)</b></p> <p><b>1. The Letter of Understanding, Permanent Part-Time Paramedic Pilot Program signed November 15, 2018, is repealed, and replaced with this Letter of Understanding.</b></p> <p><b>a. For clarity, the employees who are currently in the Permanent Part-Time Paramedic Pilot Program (see Appendix A), will have the option, within 30 days of the signing of this settlement, to have their status changed to</b></p>

**Permanent Part-Time in accordance with the terms of this agreement or to remove themselves from the Permanent Part-Time Program and return to their previous status if they are deemed active and fit for duty as a Full-Time Paramedic. If an employee listed in Appendix A does not respond within 30 days of the signing of this settlement, they will be deemed to be a Permanent Part-Time Paramedic with no rights to their previous status.**

**b. For further clarity, if an employee listed in Appendix A elects Permanent Part-Time status or any other employee awarded a Permanent Part-Time position, in accordance with this Letter of Understanding, they must apply to a posting in accordance with the provisions of the Collective Agreement to obtain Permanent Full-Time status.**

**2. The Employer shall determine and notify the Union of the number of Permanent Part-Time Paramedics required to support the scheduling model, however, the number of Permanent Part-Time Paramedics shall not exceed fifteen percent (15%) of the number of Permanent Full-Time Paramedics.**

**3. The Employer will review vacancies at least once per quarter and post any available vacant Permanent Part-Time Paramedic positions, notwithstanding the requirements under Article 13, in which qualified, active and fit for duty Permanent Full-Time Paramedics may apply for.**

**4. For the purposes of this Letter of Understanding, Permanent Part-Time Paramedics will be treated as Permanent Part-Time employees in accordance with the benefits, vacation and sick time entitlements set out in the collective agreement.**

**5. For purposes of clarification, the definition of a Permanent Full-Time Employee, under clause 1.5 of the Collective Agreement is amended as follows:**

***"Permanent Full-Time Employee" means an employee engaged to fill a permanent position for an indefinite period, and regularly working (30) hours per week, or in the case of a Primary Care or Advanced Care Paramedic regularly working an average of 42 hours per week.***

**6. For purposes of clarification, the definition of a Permanent Part-Time Employee, under clause 1.6 of the Collective Agreement is amended as follows: *Permanent Part-Time***

	<p><b><i>Employee means an employee engaged to fill a part-time position for an indefinite period, and regularly working less than (30) hours per week, or in the case of a Primary Care or Advanced Care Paramedic regularly working an average of less than 36 hours per week.”</i></b></p> <p><b>7. Permanent Part-Time Paramedics will be scheduled as swing-shift Paramedics in accordance with the existing scheduling processes as outlined in the Collective Agreement.</b></p> <p><b>8. The current Letter of Understanding on Overtime Call – Paramedic Services dated June 3, 2017 is amended as follows:</b></p> <table border="1" data-bbox="443 667 1308 1108"> <tr> <td><b>Paramedic Operations</b></td> </tr> <tr> <td><b>Casuals with less than 8 shifts</b></td> </tr> <tr> <td><b>Permanent Part-Time Paramedics (less than 36 hours per week)</b></td> </tr> <tr> <td><b>PFT/TFT Operational Paramedics</b></td> </tr> <tr> <td><b>Paramedics in other job classes including Acting/TFT Superintendents (e.g.: SRU, , Lead Paramedics)</b></td> </tr> <tr> <td><b>Casual Paramedics with greater than or equal to 8 shifts</b></td> </tr> <tr> <td><b>Permanent Part-Time Paramedics (up to and including 11 shifts per four-week scheduling cycle)</b></td> </tr> </table>	<b>Paramedic Operations</b>	<b>Casuals with less than 8 shifts</b>	<b>Permanent Part-Time Paramedics (less than 36 hours per week)</b>	<b>PFT/TFT Operational Paramedics</b>	<b>Paramedics in other job classes including Acting/TFT Superintendents (e.g.: SRU, , Lead Paramedics)</b>	<b>Casual Paramedics with greater than or equal to 8 shifts</b>	<b>Permanent Part-Time Paramedics (up to and including 11 shifts per four-week scheduling cycle)</b>
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<p>February 15</p>	<p><b>LOU - PARAMEDIC SERVICES ELIGIBILITY LIST (E-LIST) FOR COMMUNITY PARAMEDICS (NEW)</b></p> <p><b>WHEREAS Community Paramedics are a critical function of Paramedic &amp; Seniors Services Branch</b></p> <p><b>AND WHEREAS, the recruitment process to fill each Community Paramedic vacancy requires interested and qualified Paramedics to successfully complete several specialized selection components which take a considerable amount of time to complete and resources to administer;</b></p> <p><b>AND WHEREAS, once appointed, Community Paramedics require specialized training and mentorship before they can work in that capacity;</b></p>							

**AND WHEREAS, the parties are desirous of creating a pre-qualification process to establish an Eligibility List (E-List) for Community Paramedics;**

**NOW THEREFORE, the parties agree to the following:**

**1. The Employer shall determine the number of Paramedics that are required to perform in the role of Community Paramedic;**

**2. An E-List will be created for Community Paramedicine at least once per year to pre-qualify candidates to fill all permanent vacancies and temporary vacancies of at least one month in duration;**

**3. The E-List becomes effective annually on creation and shall be valid for the filling of future vacancies that may occur during the following twelve (12) month period or until the list is depleted, whichever comes first;**

**4. Candidates must meet the qualifications for the Community Paramedic position as set out in the current job descriptions and must pass all selection components in order to be placed onto the respective E-List;**

**5. The selection criteria shall be based on the criteria set out in Article 13.7 (a) and excludes the provisions of Article 13.8 (Restrictions);**

**6. E-List candidates will be offered vacancies in accordance with 13.7 (a) using the Seniority list in effect at the time of offer and on a rotating basis. If an E-list candidate declines an offer, the candidate will be bypassed for that offer and remain in their eligibility ranking. If the candidate refuses additional offered vacancies within a 6-month window of the first refusal they will not be considered as additional refusals. If the candidate refuses a second offered vacancy greater than 6 months after the first, the candidate will then be removed from the E-List. It is understood that on a rotating basis means that a candidate completing a TFT Community Paramedicine assignment will be placed at the bottom of the current respective E-List ranking;**

**7. It is understood that paramedics in active TFT Community Paramedicine assignments during the current E-List cycle will carry over to a new E-List cycle without having to undergo the qualification process again, provided they have completed all of the required selection components previously. At the conclusion**

	<p>of the TFT assignment, the employee will then be removed from the E-List for the remainder of that E-List cycle unless they have applied to and were successful in obtaining placement on the current year's E-List;</p> <p>8. This agreement shall be in place until January 2024 or the expiration of the next renewal collective agreement, whichever happens first.</p> <p>9. This agreement is without prejudice or precedent.</p>
April 11	<p><b>LOU - PARAMEDIC SERVICES SUPERINTENDENT DEVELOPMENT PROGRAM (NEW)</b></p> <p><b>WHEREAS, York Region Paramedic Services has operated a Pilot and the Parties now wish to establish an ongoing Superintendent Development Program to support both daily paramedic operations in meeting staff and service quality needs as well as supporting the development of all staff;</b></p> <p><b>AND WHEREAS, the Employer will create a prequalified list of candidates at least once every year to staff the Superintendent Development Program;</b></p> <p><b>AND WHEREAS, the Superintendent Development Program will assist the Employer in filling temporary Superintendent roles on an intermittent basis, through short duration assignments to this higher non-union classification;</b></p> <p><b>AND WHEREAS this Program is distinct from use of a TFT replacement for longer duration requirements which shall be filled in accordance with the Collective Agreement;</b></p> <p><b>NOW THEREFORE, the Parties agree to the following:</b></p> <ol style="list-style-type: none"><li><b>1. The Employer will determine the number of Paramedics that will prequalify for the Superintendent Development Program, including the method of selection and criteria required, however at a minimum, candidates must meet all the qualifications for the current Superintendent / Supervisor Paramedic Operations job description.</b></li><li><b>2. The Employer will determine and assign candidates to Superintendent Development Program shifts, at their discretion, which may require a change in shift pattern and work location and will endeavour to do so in a fair and</b></li></ol>

equitable manner.

- 3. A candidate will be eligible to accept any Superintendent Development Program assignments which will be composed of short duration assignments for no more than fifty (50%) percent of their scheduled shifts per 4-week cycle. Candidates will continue to accumulate seniority in accordance with the Collective Agreement and have an amount equal to dues deducted while in these assignments.**

**Candidates who, through any combination of short duration assignments under the Program and/or non-union TFT assignments, exceed 50% of their shifts worked outside of the bargaining unit in any one (1) calendar year period will become ineligible for further TFT assignments for a period of three (3) months or twelve (12) months if there was a single assignment in excess of nine (9) months such that 12.6 applies.**

**Notwithstanding that ineligibility, the candidate may continue to accept short duration assignments during this period so long as these do not exceed 30% of their scheduled shifts per 4-week cycle.**

- 4. The Employer will cap the number of candidates active in the Superintendent Development Program on any given shift to a maximum of 20. This number may change when mutually agreed upon by both parties.**
- 5. Candidates who are accepted to the Superintendent Development Program, but are not assigned shifts, may require ongoing training, competency monitoring and development, to be determined by the Employer and this is to be performed as bargaining unit work.**
- 6. The Employer can at any point remove a candidate from the Superintendent Development Program at their sole discretion, including but not limited to, if the candidate fails to successfully meet the professional expectations and requirements of the Program. In these instances, the candidate will return to their home role.**
- 7. It is understood that while the Superintendent Development Program will commence upon ratification, current candidates in the pre-existing Pilot Program will not be prejudiced or excluded from participating in the Superintendent**



	<p>Development Program and, if they do so, will not be subject to the 50% limit in paragraph 3 until January 2023.</p> <p>8. The Union agrees to withdraw the grievance (20-PY-78) with respect to the Acting Superintendent Pilot Program.</p>
February 15	<p><b>LOU - EXCESS WEEKLY HOURS OF WORK – PARAMEDICS (NEW)</b></p> <p><b>NOT INCLUDED IN THE COLLECTIVE AGREEMENT</b></p> <p><b>Need date adjustment for signature</b></p> <p><b>WHEREAS the parties acknowledge that under Section 17(3) of the Employment Standards Act, 2000 (as amended April 3, 2019) if an employer wants an employee's weekly hours of work to exceed the limit set out in clause (1) (b), the employer must obtain written agreement from the employee, or in the case of unionized employees, from their union, that employees will work up to a specified number of hours in a work week in excess of the limit and the employees hours of work in a work week do not exceed the number of hours specified in the agreement</b></p> <p><b>AND WHEREAS the agreement for which the employer previously received approval from the Ministry of Labour to permit Paramedics to work up to 80 hours per week remains valid until the date that either the union (with two weeks written notice to the employer) or the employer (with reasonable notice to the union) revokes this agreement.</b></p> <p><b>AND WHEREAS before this agreement is made, the union is provided with a copy of the most recent document published by the Director of Employment Standards under section 21.1 (see attached Ministry of Labour Information for Employees About Hours of Work and Overtime Pay, v. April/19).</b></p> <p><b>AND WHEREAS by virtue of signing this agreement, the union acknowledges receipt of the most recent document published by the Director of Employment Standards under section 21.1 (see attached Ministry of Labour Information for Employees About Hours of Work and Overtime Pay, v. April/19).</b></p> <p><b>AND WHEREAS this agreement remains in effect until such time that it is revoked by the union (with two weeks written notice to the employer) or by the employer (with reasonable notice to the union).</b></p>

	<p><b>AND WHEREAS</b> all other provisions of the current Collective Agreement will remain unchanged, notwithstanding this Agreement.</p> <p><b>NOW THEREFORE</b> the union agrees that Paramedics may work up to 80 hours in a work week.</p>
March 9	<p><b>LOU - EXCESS WEEKLY HOURS OF WORK – YRU / LTC (NEW)</b></p> <p><b>NOT INCLUDED IN THE COLLECTIVE AGREEMENT</b></p> <p><b>Need date adjustment for signature</b></p> <p><b>WHEREAS</b> the parties acknowledge that under Section 17(3) of the Employment Standards Act, 2000 (as amended April 3, 2019) if an employer wants an employee’s weekly hours of work to exceed the limit set out in clause 17(1)(b), the employer must:</p> <p><b>1. Obtain written agreement from the employee, or in the case of unionized employees, from their union, that employees will work up to a specified number of hours in a work week in excess of the limit and the employees hours of work in a work week do not exceed the number of hours specified in the agreement;</b></p> <p><b>AND WHEREAS</b> the agreement for which the employer previously received approval from the Ministry of Labour to permit specified York Region employees to work up to 60 hours per week remains valid until the date that either the union (with two weeks written notice to the employer) or the employer (with reasonable notice to the union) revokes this agreement;</p> <p><b>AND WHEREAS</b> before this agreement is made, the union is provided with a copy of the most recent document published by the Director of Employment Standards under section 21.1 (see attached Ministry of Labour Information for Employees About Hours of Work and Overtime Pay, v. April/19);</p> <p><b>AND WHEREAS</b> by virtue of signing this agreement, the union acknowledges receipt from the employer of the most recent document published by the Director of Employment Standards under section 21.1 (see attached Ministry of Labour Information for Employees About Hours of Work and Overtime Pay, v. April/19);</p>

	<p><b>AND WHEREAS</b> this agreement remains in effect until such time that it is revoked by the union (with two weeks written notice to the employer) or by the employer (with reasonable notice to the union);</p> <p><b>AND WHEREAS</b> all other provisions of the current Collective Agreement will remain unchanged, notwithstanding this Agreement.</p> <p><b>NOW THEREFORE</b> the union agrees that all employees who occupy positions set forth in the schedules attached to the CUPE Local 905 York Region Unit and Long Term Care Unit may work up to 60 hours in a work week.</p>
March 9	<p><b>TERMS OF REFERENCE - CUPE 905 JOINT JOB EVALUATION COMMITTEE (JJEC)</b></p> <p><b>NOT INCLUDED IN THE COLLECTIVE AGREEMENT</b></p> <p><b>Need date adjustment for signature</b></p> <p><b>The Committee shall meet to review new and changed positions as outlined in the Letter of Intent Re: Job Evaluation Maintenance in the current Collective Agreements between The Region of York and CUPE 905 York Region Unit and Long Term Care Unit.</b></p> <ol style="list-style-type: none"><li><b>1. Meetings will be scheduled by Human Resources on the first Tuesday of every month and additional meetings may be requested by either party and will be scheduled as necessary.</b></li><li><b>2. The Committee will consist of four (4) persons. There will be two (2) co-chairs, one appointed by the Union and one member of Human Resources and then two (2) additional voting members made up of an employer representative and a union representative.</b></li><li><b>3. The Committee will be jointly facilitated by the Union co-chair and the Human Resources co-chair or their designated member on the Committee.</b></li><li><b>4. Regular attendance at Committee meetings is expected wherever practical to ensure consistent application of the evaluation tool. The Co-chairs may request a suitable</b></li></ol>

	<p>replacement when attendance of a Committee member is irregular.</p> <ol style="list-style-type: none"><li>5. Each party may appoint one alternate representative to serve as a replacement for any absent member. Alternate members shall have the right to participate and vote only when replacing a regular committee member who is absent or unable to attend due to conflict of interest. Alternate members are encouraged to attend all meetings.</li><li>6. Where a Committee members wishes to have the alternate attend on their behalf they will indicate this no later than two business days prior to the meeting.</li><li>7. A quorum consists of four (4) members with equal representation from both union and the employer.</li><li>8. Members of the Committee will not be present to evaluate their own position, any position that is a direct report to their position, or where an evaluation decision would place them in a conflict of interest.</li><li>9. The Human Resources co-chair or designate will provide the Committee with a current job description and a documented overview of changes to the responsibilities of the position being evaluated and a preliminary assessment of the ratings. Where members of the Committee have questions about job duties and responsibilities, incumbents may be approached by members of the Committee for further clarity.</li><li>10. In order for Committee members and alternates to be prepared members will receive the documentation above two business days prior to the meeting.</li><li>11. Deliberations and results of the Committee are confidential and will be communicated to the appropriate staff by the employer co-chair or their designate.</li><li>12. The union Committee members and an alternate if they are attending shall be granted leave to attend the JJEC meetings and this attendance will be employer paid time.</li></ol>
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	<p><b>13. The union committee members (and the alternate only if they are attending as a voting member) will be provided with a one (1) hour leave immediately prior to each JJEC meeting at which there is one or more job descriptions subject to evaluation (although not where the meeting is a continuation of ongoing evaluation). This leave will be employer paid time. Further time may be requested as union business leave in accordance with Article 7.</b></p> <p><b>14. Results of the JJEC are retroactive to the date Human Resources was in receipt of a revised, signed job description reflecting the new or changed responsibilities/qualifications.</b></p> <p><b>15. An employee or supervisor that is dissatisfied with the results of the Committee may, with a written request from their respective Director outlining concerns of the results, request a meeting with the Committee co-chairs to review the results.</b></p> <p><b>16. The Committee co-chairs will jointly determine if a second evaluation of the position is required based on the new information presented.</b></p> <p><b>17. The Parties agree that either side may engage the services of external advisers to assist in the Job Evaluation process who may attend at Committee meetings only with the full consent of the Committee.</b></p> <p><b>18. JJEC members shall be provided training on the job evaluation tool and the process of rating this attendance will be employer paid time. This training will be arranged by Human Resources and the CUPE National Job Evaluation Specialist may attend training to provide support as required.</b></p> <p><b>19. Any amendments to these terms of reference, may be referred to the parties for further discussion and agreement.</b></p>
May 10	<p><b>LOI - Meal or Rest Periods for Paramedics (REVISED &amp; ADDED TO COLLECTIVE AGREEMENT)</b></p> <p>Paramedics who are working a twelve (12) hour shift shall be afforded two (2) meal/rest periods of forty (40) minutes each. One of the meal/rest periods is designated between the third and the fifth hour of work and the second meal/rest period is designated between the</p>

	<p>seventh and the ninth hour of work. This provision exempts Paramedics from Article 36.5 of the Collective Agreement.</p> <p>A complete meal/rest period shall be deemed to have occurred once Paramedics have been at any Paramedic services facility or any other designated location for thirty (30) minutes during the designated time periods. For purposes of clarity, once the Paramedic receives thirty (30) minutes of a forty (40) minute meal/rest period without being interrupted for emergency calls, the requirement under this agreement has been met.</p> <p>Meal/rest periods will not be interrupted for the assignment of non-emergency calls. Non emergency calls include Codes 1, 2, 3 and 8.</p> <p>If Paramedics have been unable, through no fault of their own, to have a complete meal/rest period (as defined in Item #2), Paramedics shall notify a <b>Paramedic</b> Supervisor/designate. If appropriate, the Supervisor will confirm that the Paramedic, through no fault of his/her own, was unable to take a meal/rest period and shall authorize the paramedic to submit a claim for <b>seventeen</b> dollars (<b>\$17.00</b>).</p> <p>It is agreed and understood that during the term of this <b>agreement</b>, Management will take a proactive role in scheduling meal/rest periods for Paramedics. Management may also implement new strategies, including but not limited to, the introduction of Systems Status Controllers (SSC) and/or part-time and/or "peak shift" workers in order to assist in scheduling meal/rest periods.</p> <p><b>The parties agree to meet quarterly through Labour Management Meetings to review Meal Rest Claims and as part of this will discuss how to operationally satisfy the need for a break when a meal/rest period has been missed.</b></p> <p>The terms of this agreement apply in place of section 20 of the Employment Standards Act, pursuant to O. Reg. 491/06, s. 5 (1).</p>
May 11	<p><b>LOU - LEAVE FOR LEAD STEWARD (YORK REGION UNIT &amp; LONG TERM CARE UNIT) (NEW)</b></p> <p><b>As part of reaching this renewal Collective Agreement, the Employer and the Union will pilot a full time leave of absence for a Lead Steward in addition to the two (2) leaves under Article 7.2 in the Collective Agreement. During the life of the Collective Agreement it is therefore agreed that subject to operational requirements and the ability to replace the employee, a</b></p>

	<p><b>temporary full time leave of absence shall be granted to one (1) employee who is elected or appointed to the Lead Steward position.</b></p> <p><b>This pilot is being established to allow the parties to assess and determine whether having such a full-time leave will both ensure the availability of a steward to represent employees while also minimizing the disruption of local Stewards being withdrawn from the workplace during the workday. It is agreed and understood that the Lead Steward will primarily act as a steward while using other leave time for training of other stewards and administration.</b></p> <p><b>The Employer will maintain existing wages and benefits for the employee on this leave. The Employer will invoice the Union and the Union shall reimburse the Employer for the cost of maintaining such employee's wages and benefits during the said leave of absence.</b></p>
May 11	<p><b>LOU - NEW TEMPORARY POSITIONS (NEW)</b></p> <p><b>As part of reaching this renewal Collective Agreement, the Employer and the Union agree that they will pilot a project concerning new temporary positions within the bargaining unit.</b></p> <p><b>During the life of the Collective Agreement it is therefore agreed that a "temporary position" in Article 1.9 will also refer to a specific position utilized to meet a special program, project or new externally funded program of a temporary duration that exceeds twenty four (24) months in duration and yet is less than forty-eight (48) months. Notice will be provided to the Union of posting an extended temporary position under this paragraph and, at their request, information about the program or project will be provided. The total number of positions shall not exceed 20 per calendar year or such greater amount as the parties may agree upon. Consent for such additional positions will not be unreasonably withheld where there is a sound operational basis.</b></p> <p><b>This pilot will allow for the Parties to assess whether the use of such extended positions provides operational benefits and opportunities to the Employer, may provide greater certainty and stability for employees and may also improve opportunities for growth of full time employment within the bargaining unit.</b></p>

	<p><b>This LOU is agreed to without precedent or prejudice to any interpretations of Article 1.9 and is subject to the grievance procedure in Article 8 in the Collective Agreement. Positions posted under this pilot will not trigger permanent status under Article 1.7 and 1.8 unless the assignment has exceeded forty eight (48) months in duration.</b></p>
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