

APPENDIX TO SCHEDULE P TO THE COLLECTIVE AGREEMENT

PART TIME PARAMEDIC TERMS AND CONDITIONS OF EMPLOYMENT

Between



Toronto Civic Employees' Union
Local 416 - CUPE

and



City of Toronto

January 1, 2012 – December 31, 2015

The following Appendix to Schedule "P" reflects the terms and conditions of employment contained in the Collective Agreement between the Toronto Civic Employees' Union, Local 416 ("TCEU, Local 416") and the City of Toronto for Part Time Paramedics. The "Union" referred to within Schedule "P" means TCEU, Local 416 as a whole. The "Employee" referred to within this Appendix to Schedule "P" means employees employed in the classification of Part Time Paramedic. There is no separate Part Time Paramedic bargaining unit. This Appendix provides all of the terms and conditions of employment for Part Time Paramedics except where stipulated. Where an article or clause is omitted from the Part Time Paramedic Appendix, it is agreed that it has no applicability to the Part Time Paramedics.

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Appendix to Schedule P to the Collective Agreement

PART TIME PARAMEDICS

Part Time Terms and Conditions of Employment

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SECTION I

**NEW OR MODIFIED ARTICLES
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ARTICLE 1PT: PURPOSE

- 1.01(a)** The general purpose of this Agreement is to establish mutually satisfactory relations between the City and its employees; and to provide for the prompt and equitable disposition of grievances, and to establish and maintain safe, satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement.
- 1.01(b) PT** This section of Schedule P applies only to part-time employees in a Paramedic classification.

ARTICLE 2PT: RECOGNITION

- 2.01** The City recognizes the Union as the sole bargaining agent for all employees of the City of Toronto who occupy the positions set forth in Schedule "A", including positions as determined by the OLRB decision dated the 16th of November 1998.
- 2.02(a)** In this Agreement the word "employee" means a person hired by the City for either Permanent or Temporary employment in a position which comes within the bargaining unit described in clause 2.01.
- 2.02(b) PT** The ratio of part-time Paramedics to full-time Paramedics in the bargaining unit shall not exceed one (1) part-time Paramedic for every five (5) full-time Paramedics.
- 2.02(c) PT** For the purposes of this schedule "hours paid" and "paid hours" means all regular hours paid
- 2.02(d) PT** Seniority shall be defined as all hours paid to a maximum accumulation of 2,080 hours per calendar year.
- 2.02(e) PT** Service shall be defined as all hours paid to a maximum accumulation of 2,080 hours per calendar year.
- 2.03** Whenever the City establishes a new non-union position, the Director of Employee and Labour Relations will provide the Union with thirty (30) calendar days written notice prior to the implementation of said position.
- In the event that the Union is of the opinion that the position may come within the 416 Unit, the Union shall so notify the Director of Employee and Labour Relations within five (5) calendar days of the Union's receipt of the

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notice from the City. If requested, the City shall meet with the Union forthwith for the purpose of discussing the matter.

The question as to the position's inclusion in or exclusion from the 416 Unit shall be determined by mutual agreement or, in the absence of an agreement, the Union may file a grievance under Article 21. Such grievance shall be initiated at Step 3 of the grievance procedure.

2.04 The Union and the employees recognize and acknowledge that it is the exclusive function of the City to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, discharge, layoff, direct, classify, transfer, re-assign, schedule hours of work, promote, demote and suspend or otherwise discipline any employee provided that a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided; and
- (iii) generally to manage the operation and undertakings of the City and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the City in its discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the City.

2.05 The City agrees that it will act in a manner consistent with the provisions of this Agreement and will not act in an arbitrary, discriminatory or unreasonable manner.

2.06 Unless otherwise specified in this Agreement, no employee shall be required or permitted to make written or verbal agreements with the employer which would conflict with the Collective Agreement.

Volunteers

2.07 Nothing in the foregoing shall be deemed to prohibit the City from using volunteers provided such volunteers do not perform bargaining unit work and shall not displace any bargaining unit employee.

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ARTICLE 3PT: UNION REPRESENTATION

- 3.01** The City acknowledges the right of the Union to appoint or otherwise select an Executive. The City will recognize and discuss with members of the said Executive any matters properly arising out of this Agreement.
- 3.02** The name and jurisdiction of each of the members of the above Executive, and the name of the Chairperson from time to time selected, shall be given to the City, through the Executive Director, Human Resources, in writing, and the City shall not be required to recognize any such member until it has been notified in writing by the Union of the name and jurisdiction of such member.
- 3.03** The City shall recognize all stewards elected/appointed by the Union and the Union will supply the City with a list of all of its Shop Stewards as soon as they are elected/appointed, and thereafter will notify the City in writing of any changes.
- 3.04** The Union will notify the City in writing of the work area(s) each Steward represents.
- 3.05** The Shop Steward referenced in Article 20 (Discipline, Suspension and Discharge) will be the Steward for the employee's specific work area as provided for in Article 20.
- 3.06** The City will recognize representatives of the Union authorized by the Union to attend meetings provided for under the Collective Agreement. The Union agrees to notify the City in writing in advance of the names of its representatives.
- 3.07PT** When meetings are held between Union representatives and the City, the City will make every effort to schedule such meetings in their entirety during the employee's scheduled working hours. If the meeting extends beyond the employee's scheduled shift, they shall be compensated at the applicable rate up to a maximum of one (1) hour of overtime pay for attendance at such meeting.

Labour-Management Committee

- 3.08** A Labour-Management Committee shall be set up to discuss topics of general interest and overall conditions in the City. Its purpose will be to provide an outlet for the exchange of ideas between the City and its employees on matters of general interest and it shall, from time to time, as

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it sees fit, make recommendations which will make for a greater degree of cooperation and understanding between the parties concerned. The Executive Director, Human Resources, of the City or Secretary of the Union shall notify the other party in the event that a meeting of the Labour-Management Committee is desired. An agenda of the subjects to be discussed will be submitted at least five (5) working days before the day agreed upon for the meeting. The Labour-Management Committee shall meet as required.

Union Negotiating Committee

- 3.09** The City will recognize a Negotiating Committee which shall consist of sixteen (16) members selected by the Union. Leave of absence without loss of pay or benefits and with accumulation of seniority shall be granted to the members of the Union's Negotiating Committee for the purpose of preparing bargaining proposals and negotiating a Collective Agreement or amendments thereto.

The name of each of the members of the Negotiating Committee shall be provided in writing to the Executive Director of Human Resources.

Full-Time Office or Position

- 3.12(a) PT** Where an employee is elected or appointed to the full-time position of President, Vice-President or Treasurer within the Union, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Executive Director of Human Resources. Upon receipt of such request, such leave of absence will be granted, provided that such leave shall involve no cost to the City.

Upon expiration of his/her term of office, the above-mentioned employee (i.e., the President, Vice-President or Treasurer) shall be returned to his/her former status as a part-time Paramedic unless during the period of their leave the employee was successful in obtaining a full-time position in accordance with Article 19.

- 3.12(b) PT** When an employee is elected or appointed to a full-time position or office within a municipal, provincial or federal labour organization with which the Union is affiliated, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Executive Director of Human Resources. Such leave of absence shall be granted, provided that such leave shall involve no cost to the City and provided further that upon expiration of his term of office, the employee shall be returned to his/her former status as a part-

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time Paramedic unless during the period of their leave the employee was successful in obtaining a full-time position in accordance with Article 19.

Leave of Absence with Pay – Union Business

- 3.12(c)** (i) Upon request from Local 416, the City shall provide a leave of absence with pay and full benefits to the Unit Chairs (or Vice Chairs where the Unit Chairs are not on such full-time leave). The referenced Unit Chairs (or Vice Chairs) shall be entitled to full seniority and service accrual while on such leave.
- (ii)PT Where a request is made to provide a leave of absence with pay for a part-time employee in accordance with 3.12(c)(i) it is understood that such leave shall be calculated and paid based on the employee's average number of scheduled hours per pay period during the six (6) full pay periods immediately preceding the date of the commencement of the leave of absence.
- (iii) The Union shall provide the City with a request for such leave, in writing, and the City shall confirm their agreement in writing. The above-mentioned leaves will commence on the beginning of the first pay period after the City received the Union's request.

Leave for Authorized Labour Convention or Conference

- 3.13(a)** Subject to two (2) weeks' notice, leave of absence without pay shall be granted for all duly elected/selected delegates from the Union who are employees of the City to attend any authorized Labour Convention.
- 3.13(b)** Leave of absence, without pay, shall be granted to all duly elected/selected delegates from the Union who are employees of the City to attend authorized Labour Conferences.

No Loss of Seniority and No Break in Service

- 3.14** Whenever an employee is granted leave of absence with or without pay under Article 3, such absence shall result in no loss of seniority, nor shall

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it constitute a break in service so as to affect any benefits to which he/she may otherwise be entitled.

- 3.15** Whenever an employee is on leave of absence without pay on Union business, the City shall pay the employee's wages for the scheduled hours missed, invoice the Union and the Union shall, forthwith, provide full reimbursement to the City. This provision does not apply to employees who are elected or appointed to full-time positions or offices under clause 3.12(a) and (b).

Approval of Leaves of Absence

- 3.16PT** Leaves of absence with or without pay are subject to approval by the City. Such approval shall not be unreasonably withheld.

Article 5PT – PROBATIONARY PERIOD

- 5.01PT** Notwithstanding anything to the contrary in this agreement, the City shall have the exclusive right to discharge employees within the first one thousand and forty (1040) regular hours actually worked. Such period to be called "the probationary period", provided that the probationary period may not be completed while the employee is absent for any reason and that in no case shall an employee be required to complete more than one (1) probationary period.

- 5.02 PT** Where an employee was originally employed as a part-time paramedic and is subsequently employed as a temporary or permanent full-time employee, such part-time employment shall count in full towards the completion of the probationary period.

- 5.03 PT** When an employee successfully completes his/her probationary period, he/she shall be credited with one thousand and forty (1040) hours of seniority.

ARTICLE 7 PT - WAGES

MEMORANDUM ITEM

The parties agree to a four (4) year term with wage adjustment increases as follows:

January 1, 2012	0.0% added to base
January 1, 2013	0.5% added to base
January 1, 2014	1.75% added to base

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January 1, 2015 2.25% added to base

For the purpose of clarification, all employees who have left the employ of the City for whatever reason and employees who may have been laid off, shall be eligible for retroactive base pay wage increases on the basis of all hours worked.

Effective January 1, 2013, increase all rates for classifications payable on December 31, 2012, by 0.5%.

Effective January 1, 2014, increase all rates for classifications payable on December 31, 2013, by 1.75%.

Effective January 1, 2015, increase all rates for classifications payable on December 31, 2014 by 2.25%.

The parties agree to amend Schedule "A" to reflect these wage increases.

- 7.01(a)** During the term of this Agreement, the City and the Union agree that all payments of wages and salaries will be made in accordance with the hourly wage or salary schedule set forth in Schedule "A" hereto, which is hereby made part of this Agreement.
- 7.01(b)** On each pay day, each employee shall be provided with a statement of earnings and deductions which contains an itemized statement of their wages, overtime and other supplementary payments and deductions.
- 7.02(b)PT** An employee shall progress through the increment levels as set out in Schedule "A" effective at the beginning of the pay period following the completion of each two-thousand and eighty (2,080) regular hours paid.
- 7.02(c)PT** An employee's increment date shall not be adjusted as a result of any pregnancy and/or parental leave taken pursuant to clauses 24.01(d).
- 7.03** The rate of pay for a new or changed job classification will be negotiated with the Union. Should the parties not agree, the rate may be set by the City and the matter may be taken up as a policy grievance and processed through the Grievance and Arbitration Procedure.
- 7.04** In the event that an employee's pay has a shortage of eight (8) hours pay or more and the employee notifies their supervisor within three (3) working days from the time the employee receives his pay stub, the City shall rectify the shortage by issuing a manual cheque, within three (3) working days from the time the supervisor is notified. It is agreed and understood that the calculation of such hours shall include overtime hours.
- 7.05PT** It shall be mandatory for all employees to enroll in payroll direct deposit.

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7.06 All employees in the Union shall be paid on a uniform bi-weekly basis.

7.07 In the event of an overpayment, the City shall advise the employee in advance of the implementation of any schedule of recovery with respect to said overpayment. The recovery schedule shall not exceed the maximum permitted by the Wages Act R.S.O. 1990 as amended, unless the parties agree otherwise.

The City shall meet with the employee so as to negotiate an appropriate schedule of recovery. The employee may be accompanied by either his steward or other Union Representative at such meeting should he so request.

Article 8 PT – OVERTIME

8.01(a)PT In a non-emergency situation, in which overtime work is required it will be offered:

- (i) first to full-time employees, as overtime; and then
- (ii) to part-time employees entitled to the overtime rate in accordance with 8.01(a1).

Part-time employees will, in reverse order of seniority, be required to work mandatory overtime prior to the requirement being imposed on full-time employees.

8.01(a1)PT Each part-time employee shall be paid at the rate of time and one-half for time worked in excess of twelve (12) hours per day or in excess of two-hundred and forty (240) hours during a six (6) week cycle.

8.01(b) All overtime shall be paid to the employee on the pay date for the pay period in which the overtime was worked

8.01(c) Distribution of Overtime (Article 45.22)

The parties agree to maintain the current practice with respect to the distribution of overtime hours within TEMS. This practice shall remain in place unless otherwise agreed to between the parties. The City and the Union agree to meet within one hundred twenty (120) days of July 31, 2009 to review the distribution of overtime and to confirm the process of

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distribution of overtime. Once completed, the established process will form part of the Collective Agreement as clause 45.22.

8.01(d)PT Overtime shall normally be on a voluntary basis.

In cases where there are not sufficient numbers of part-time Paramedics available to do the work, Toronto Paramedic Services may assign part-time Paramedics in reverse order of seniority. In such cases, part-time Paramedics will be paid at the applicable rate in accordance with clause 8.01(a1).

Emergency Overtime

8.01(d)(iv) The City may assign overtime in an emergency. The City may declare an emergency on legitimate and bona fide grounds. It is understood that absences known at least two (2) days in advance, will not constitute an emergency situation. Whenever the City assigns overtime in an emergency situation, it shall notify the Unit Chair who represents the affected employees.

8.01(e)(vi) The necessary overtime records shall be made available for inspection by the Union upon request.

8.01(e)(vii) The parties will meet periodically to review the distribution of overtime hours and to discuss any concerns relative to the administration of the process, which may include overtime in emergency situations.

8.02(a) Early Calls (Article 45.05)

- (i) If a crew member elects to respond to an early call thirty (30) minutes before the start of the shift and replace a prior crew member, then he will be paid at the appropriate rate of pay; the replaced crew member will be paid in full until the end of his regularly scheduled shift.
- (ii) If the crew receives a call at the beginning of the shift and has not adequate time to check the vehicle and supplies, it is understood that they are to respond and to provide the best care possible under the circumstances. If equipment problems are encountered that would jeopardize the safe handling of the patient, a back-up vehicle will be sent.

8.02(b) Late Calls

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- (i) If the crew receives a call at the end of the shift after equipment has been stowed, it is understood that if equipment problems are encountered that would jeopardize the safe handling of the patient, a back-up vehicle will be sent.
- (ii) There will be no assignment of non-emergency calls thirty (30) minutes prior to the end of shift, within the City. Further TEMS will make all reasonable efforts not to assign a non-emergency call in the last sixty (60) minutes.
- (iii) All other emergency calls that are received up to the end of the assigned shift and may extend beyond the end-of-shift will be serviced until completion.
- (iv) On completion of the call the ambulance will be booked out of service and returned to station; if an ambulance crew that is booked out of service witnesses or comes across an emergency situation they will be obliged to remain on-scene and render aid until relieved by an appropriate transport unit.
- (v) Prior to returning to station and being booked out-of-service the crew will be consulted as to whether or not they wish to remain available for response to an emergency call while on-route to the station.
- (vi) If it is the decision of the crew not to remain available they will be shown out-of-service and will be directed to return to the ambulance station with the exception of the above paragraph.

8.04 The parties agree that where the driving duties assigned to an employee are limited by Ontario Regulation 555/06, enacted pursuant to the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended, the City shall meet with the Union to discuss terms and conditions, including but not limited to meal allowance, accommodation, and any other premiums that may be applicable.

Court or Coroner's Inquest

8.06PT Employees who are not scheduled to work and who are required to appear in Court or Coroners' Inquests on matters arising out of their employment, shall be paid at their straight time rate of pay for all hours

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they are required to attend or a minimum of three (3) hours at their straight time rate of pay.

When an employee is required to attend Court or Coroner's Inquest on a day they are scheduled to work, his/her shift will be changed, if necessary, in order to permit attendance as required. In the event a request to appear in Court or Coroner's Inquest is received on short notice, the Division will make reasonable efforts to contact the Paramedic prior to the shift in order to advise that his/her shift has been changed.

ARTICLE 9 PT: HOURS OF WORK

9.01PT Shifts may be up to a maximum of twelve (12) hours in duration.

9.02PT The normal work week shall be based on an employee not being required to work in excess of 240 hours during a six (6) week cycle.

Hours Of Work

9.03PT Part-Time Paramedics may be scheduled to work up to two-hundred and sixteen (216) hours in the six (6) week scheduling cycles that are defined as the Peak Period.

The Peak Period shall:

- (i) commence at the beginning of the pay period in which Victoria Day occurs and conclude at the end of the pay period in which Thanksgiving Day occurs; and
- (iii) Commence at the beginning of the pay period in which December 12 occurs and conclude at the end of the pay period in which January 2 occurs.

Where the Peak Period commences or ends during a scheduling cycle, the number of additional shifts shall be pro-rated accordingly during that cycle in accordance with the number of weeks, in the six (6) week cycle, that fall within the Peak Period. These additional shifts must be worked within the Peak Period.

9.04PT Part-Time Paramedics may be scheduled to work up to one hundred and forty-four (144) hours in the six (6) week scheduling cycles that do not fall in the Peak Period.

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9.05PT Orientation of new Part-Time Paramedics, early and late calls, wash-up and lock-up time, time paid as a premium in connection with meal breaks, any other end of shift overtime and time required to attend meetings or court, including coroner's court, shall not be included in the hours set out in paragraphs 1 and 2 above.

Availability

9.06PT Part-time Paramedics shall provide their availability as operationally determined by the Division and must be available to work a minimum of twelve (12) blocks for each six (6) week scheduling cycle that does not fall within the Peak Period and a minimum of eighteen (18) blocks for each six (6) week scheduling cycle that falls in the Peak Period.

9.07PT As stated above, the Peak Period shall begin on the start of a pay period. Where the six (6) week scheduling cycle transitions to or from the Peak Period, the Part-Time Paramedic shall provide one (1) additional block of availability for each week contained in the Peak Period.

9.08PT A "block" is defined as either: shifts commencing between the hours of 0600 to 1159 hours (i.e., the "A.M. Block") or shifts commencing between the hours of 1200 to 2300 hours (i.e., the "P.M. Block").

Blocks of availability provided by the Part-Time Paramedic must meet all of the Division's operational criteria, including but not limited to the following:

- i. There must be eight (8) hours between blocks of availability (i.e., blocks of availability cannot abut e.g., Week 1 – Monday A.M. Block availability and Monday P.M. Block availability would not be accepted); and
- ii. Selected blocks of availability cannot fall on more than three (3) consecutive days; and
- iii. Part-Time Paramedics must indicate their availability for any six (6) week scheduling cycle using the designated method of submission at least eight (8) weeks in advance of the first day of that schedule; and

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- iv. As determined by the City, Part-Time Paramedics must be available for a minimum of two (2) signature City events such as a Caribana parade or event, a Gay Pride parade or event, the Canadian National Exhibition, the Pan-Am/ParaPan-Am Games. Full-Time Paramedics shall be offered, in advance, the opportunity to work such events without attracting any overtime requirement prior to the work being offered to Part-Time Paramedics. Part-Time Paramedics must also be available for two (2) statutory holidays, not including Christmas and New Year's; and
- v. During the pay periods in which December 12 and January 2 occur, Part-Time Paramedics shall provide an additional six (6) blocks of availability in total, three (3) of which shall include either Christmas (December 24, 25 and 26) or New Year's (December 31, January 1 and 2).

- 9.09PT** Part-Time Paramedics shall be advised of their schedule of work for the upcoming six (6) week scheduling cycle no later than two (2) weeks prior to the commencement of said schedule.
- 9.10PT** Part-Time Paramedics who are available for additional work, over and above their posted schedule, shall submit such availability using the designated method of submission.
- 9.11PT** Failure of the Part-Time Paramedic to submit his/her availability as required by the Division or to be available as reflected in the Part-Time Paramedic's submission, without a satisfactory reason to the City, may affect future shift scheduling and result in termination of employment in accordance with Article 27 (Seniority and Service).

Memorandum Item Only – 12 Hour Shifts

For the duration of the current Collective Agreement which expires December 31, 2015, the City agrees that a normal working shift for Part-Time Paramedics shall be defined as comprising of twelve (12) consecutive hours of work, provided that:

- (a) shifts for events that give rise to a greater demand for paramedic services, paid duty, orientation of new Part-Time Paramedics, forming part of the six (6) week scheduling cycle may be of shorter duration;

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- (b) work for any purpose, offered and accepted over and above their posted schedule pursuant to paragraph 5 above but shall not be less than six (6) hours.

This Memorandum shall not form part of the Collective Agreement (Schedule P) and expires on December 30, 2015.

9.12PT Any Part-Time Paramedic who completes any work-related training with another Paramedic Service shall notify Toronto Paramedic Services upon submission of their hours of availability for the next scheduling cycle and provide the necessary documentation to confirm the details related to the training and outcome.

Paid Duty

9.13PT Paramedics who perform "Paid Duty" work shall be compensated at the applicable rate in accordance with the Collective Agreement for all such work performed.

ARTICLE 10 PT: SHIFT BONUS

10.01 Each employee who works on the afternoon or night shift, shall be paid in addition to their regular wage or salary, a shift bonus of one dollar and four cents (\$1.04) per hour, for each afternoon or night shift from time to time worked by such employee as part of their regular shift during such period; provided however, that the majority of hours worked on such shift, exclusive of overtime, falls within the period between 6:00 o'clock in the evening and 8:00 o'clock in the morning of the next following day.

ARTICLE 11 PT: CHANGE OF SHIFT

11.01PT It is understood and agreed that schedules are subject to change as required by operational needs. Where practicable, the City will provide employees with at least forty-eight (48) hours' notice of change in their hours of work or cancellation.

The City will provide employees with at least forty-eight (48) hours' notice of cancellation of a shift.

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ARTICLE 12 PT: DESIGNATED AND STATUTORY HOLIDAYS

- 12.01** The days to be designated as holidays by the City in each year during the term of this Schedule shall be the following: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday), Christmas Day and Boxing Day.
- 12.02PT** Employees who are required to work on a designated holiday, shall be compensated for all hours worked at the rate of time and one-half (1½).
- 12.06** An appropriate recognition of Remembrance Day will occur in the work place.

ARTICLE 13 PT: VACATION SAVINGS PAY AND VACATION WITH PAY

- 13.01PT** Vacation savings pay for employees shall be as follows:

<u>Duration of Employment</u>	<u>Vacation Pay</u>
Not yet completed 2080 hours	four percent (4%) of their biweekly gross pay
Upon completion of 2080 hours	six percent (6%) of their biweekly gross pay
Upon completion of 18,720 hours	eight percent (8%) of their biweekly gross pay
Upon completion of 35,360 hours	ten percent (10%) of their biweekly gross pay
Upon completion of 45,760 hours	twelve percent (12%) of their biweekly gross pay

- 13.02PT** Employees shall receive vacation pay on each bi-weekly pay, in the pay period it is earned.

Scheduling of Vacation

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- 13.03PT** Following the completion of twelve (12) months employment, employees shall be entitled to two (2) weeks unpaid vacation annually. Vacation pay shall be in accordance with 13.01 above.
- 13.04PT** Vacation for employees will be scheduled in accordance with operational requirements and employees' seniority. Requests for unpaid vacation shall be submitted in accordance with TEMS policy regarding Vacations.
- 13.09(a)PT** Vacation due an employee shall be completed before the end of the calendar year. An employee may, with the approval of his Division Head or at the request of such Division Head and with the consent of the employee, postpone the whole or part of such vacation to the following calendar year. Such request must be received by either the employee or the Division Head as the case may be no later than October 1st in any year.
- 13.11** A designated holiday, as set out in clause 12.01, which falls within a vacation period shall not be considered as a day of vacation.
- 13.12** An employee who is required to appear for jury duty or is requested by the City to appear as a witness in a court proceeding or is subpoenaed as a witness in a legal proceeding during his vacation period shall be granted, upon request, that the period of vacation time be changed to jury or witness duty leave.
- 13.18** An employee who is admitted to hospital as an in-patient as a result of an illness or injury during his vacation period shall be granted, upon request, that the period of vacation time be changed to unpaid sick leave, provided that written verification by a physician, is provided to his Division Head upon the employee's return to work. The period of vacation shall be rescheduled for a later date and unless approved shall not constitute an automatic extension of the originally approved vacation period. In the event that any extenuating circumstances arise in respect of this clause, the employee and a Local 416 representative may, upon the employee's request, review the matter with his Division Head.

ARTICLE 14 PT: PHYSICIAN'S CERTIFICATES

- 14.01PT** An employee absent for two (2) or more consecutively scheduled shifts, due to illness or injury shall furnish, within seven (7) calendar days from

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commencement of such absence, a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician and the probable date on which the part-time employee will return to duty. The seven (7) day period may be extended by the Division Head if the part-time employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.

- 14.02PT** An employee unavailable for work due to illness/injury for more than twenty (20) consecutive days shall:
- (i) provide immediately following such twenty (20) days, a certificate from his/her physician covering the illness, the latest date the part-time employee was seen by the physician and the probable date on which the employee will return to duty; and
 - (ii) provide further certificates from his/her physician, covering the same information, following each subsequent twenty (20) consecutive days of absence.

- 14.03** An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay, unless a physician states that the employee is fit for further work on that shift.

- 14.04PT** An employee may use up to three (3) unpaid days per calendar year in order to care for ill dependants.

Return to Work – Booking Fit

- 14.05PT** Part-time Paramedics are required to book "fit" for duty at least eight (8) hours prior to the commencement of their next scheduled shift when able to return to work following an absence due to illness or injury.

- 14A.16** An employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that he is unable to work, shall be permitted to take the remainder of the day off without loss of pay.

ARTICLE 16 PT: EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY INSURANCE

Percentage in Lieu of Benefits

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- 16.01PT** Upon completion of the probationary period, an employee shall receive in lieu of all benefits (being those benefits to an employee, paid in whole or in part by the City, as part of direct compensation or otherwise including but not limited to statutory holiday pay, bereavement leave, save and except salary, vacation pay, jury and witness pay), an amount equal to fourteen (14%) percent of their regular straight time hourly rate for all straight time hours paid, to be paid on a bi-weekly basis.
- 16.02PT** In the event that an employee is enrolled in and contributes to the OMERS pension plan, the Employer shall make the Employer's required contributions.
- 16.03PT** In the event that an employee is enrolled in the OMERS pension plan, the percentage in lieu of benefits that the employee receives will be reduced to seven (7%) percent of their regular straight time hourly rate for all straight time hours paid, to be paid on a bi-weekly basis.

ARTICLE 17 PT: PENSION AND RETIREMENT

- 17.01PT** Part-time employees shall be eligible to join the OMERS pension plan on January 1st following any two (2) consecutive calendar years where, in each year, such part-time employee:
- (i) has earned at least 35% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan, or
 - (ii) has been paid or deemed to have been paid 700 hours.
- 17.02** The pension premium payments for every employee on leave of absence on Union business shall continue to be made notwithstanding such leave, and the Union shall pay the City for both the employer and employee share of such premium payments during such leave on a quarterly basis as invoiced therefore by the City.

ARTICLE 19 PT: JOB POSTINGS

Job Call Process

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19.01(a) When a permanent vacancy arises or a new job is established within the Local 416 bargaining unit, the vacancy shall be posted in accordance with this Article.

It is understood that all permanent vacant positions within the bargaining unit shall be posted within three (3) months of the vacancy occurring. In the event the City does not intend to fill a permanent vacancy, the City agrees to advise the Union.

The Division Head concerned shall notify the Executive Director of Human Resources of the City accordingly, setting forth the duties of the position and the specific qualifications.

The Executive Director of Human Resources shall arrange for the position to be made known to all employees through the Job Call procedure. The job call procedure shall apply only to permanent positions save and except the position of Paramedic Level 1.

The Executive Director of Human Resources shall:

- (i) send copies of Job Call notices, in accordance with clause 19.02, to all City Divisions, which notices each Division Head shall ensure are prominently displayed so that all employees are made aware of positions available;
- (ii) where necessary, prepare and conduct assessments and evaluate the applicants' experience, education or equivalency and ability to perform the work satisfactorily;
- (iii) establish lists of candidates and certify names on such lists to Division Heads for selection and recommendation for the filling of such job postings;
- (iv) provide electronic and hard copies of any Job Call notice to the President of Local 416 or his/her designate at least three (3) working days prior to the actual posting; said copies shall be kept in confidence until the date on which the Job Call notice(s) is posted; and
- (v) following the Job Call process, provide the Recording Secretary of the Union with a copy of the list of all applicants to the posting with their seniority, including identifying the successful applicant(s).

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19.01 (b) With regard to encouraging meaningful input from the Union, the City will provide information to the Union on the development of new or changed job description(s) in order to have discussion and consultation between the parties regarding job content and qualifications.

In the event there is a dispute, the matter may be taken up as a policy grievance and shall be processed through the dispute resolution mechanism set out herein:

- (i) either party shall have the right to refer any unresolved issue, to the City's Director of Employee and Labour Relations and to the President of Local 416, or their respective designates, for immediate discussion and speedy resolution.
- (ii) In the event that the issue is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration. It is understood that the City may post and fill the position(s) being disputed, pending a final decision as a result of the Dispute Resolution Process below.
- (iii) If either party refers the issues in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) days of its referral:

G. Lee	J. Johnston	D. Starkman
D. Randall	K. Petryshen	
- (iv) The arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

19.02PT Part-time Paramedics covered by this Schedule shall have access to the Job Posting procedure for Permanent positions/vacancies as set out in Article 19 including for postings for paramedic positions.

19.03PT Part-time Paramedics will be considered for Permanent Full-Time Paramedic Level 1 vacancies in order of seniority only after consideration has been given to Temporary Full-Time Paramedics.

Part-Time Paramedics will be considered for Temporary Full-Time Paramedic Level 1 opportunities in order of seniority.

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19.04PT Part-time Paramedics who are successful applicants or who are reassigned to a full-time Paramedic position shall be subject to a three (3) month assessment period.

19.05PT Prior to the end of the three (3) month assessment period, if an employee is reverted by the City or a reversion is requested by an employee who was previously a part-time Paramedic, he/she shall be reverted to part-time status.

19.06PT Part-time Paramedics who move to a full-time position covered by the TCEU Local 416 Collective Agreement shall bring their accumulated seniority and service with them by converting seniority and service hours into a seniority or service date whereby every two thousand and eighty (2080) hours equals one (1) year of seniority/service.

19.07 **New or Revised Classifications**

The City shall designate any new or revised job as falling within either the Senior Qualified Process or the Relative Ability Process as outlined above, subject to the right of the Union to grieve the inclusion of a job in the Relative Ability Process that does not require the incumbent to either:

- (a) have as a primary function the supervision of other employees in their work including the allocation of time or resources or the prioritizing of tasks;
- (b) have as a primary function contact with the public in resolving public complaints and/or concerns;
- (c) have as a primary function contact with contractors and other third parties.

Full-Time to Part-Time

19.08PT Prior to December 31, 2014, TEMS may issue offers of part-time employment to external applicants at its discretion, subject to the terms of the Memorandum between the parties.

19.09PT Commencing January 1, 2015, the City will two times a year seek an expression of interest from full-time permanent paramedics who wish to be considered for employment as a part-time paramedic in their own classification. Full-time permanent paramedics expressing interest in doing so will be considered for part-time employment, subject to the following:

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- a) Full-time paramedics will be considered for part-time employment on a seniority basis but subject to the operational requirements of the TEMS;
- b) Full-time paramedics who accept part-time employment will be subject to a mutual reversion period, in accordance with clause 19.07, for a period of two (2) six (6) week cycles, measured from the date upon which the paramedic commences part-time employment;
- c) A full-time paramedic who accepts part-time employment will, subject to the reversion period, commence that employment on a date determined by the Division and is required to remain as a part-time employee for a minimum of two years from that date;
- d) Following the expiry of the two-year period, a paramedic who has accepted part-time employment is eligible to re-apply to full-time vacancies through the usual divisional recruitment process or Article 19 of the Collective Agreement, as applicable; and

A full-time paramedic who accepts a part-time position is, for the duration of their part-time employment, subject to all terms and conditions of employment for part-time employees.

Upgrade Training

- 19.10(a)PT** Where TEMS determines that it will provide training opportunities for Advanced Care Paramedics (ACP), such opportunities will be offered to Permanent and Temporary Full-Time Paramedics who meet the training opportunity selection criteria prior to being offered to Part Time Paramedics.
- 19.11(b)PT** Where vacancies in the training opportunity remain after 19.XX(a) above has been complied with, such training opportunities may be offered to Part-Time Paramedics who meet the training opportunity selection criteria.
- 19.12(c)PT** Where TEMS determines that it will provide training opportunities for the Critical Care Transport Paramedic, such opportunities will be offered to Permanent and Temporary Full-Time Paramedics who meet the training opportunity selection criteria prior to being offered to Part-Time Paramedics.

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- 19.13(d)PT** Where vacancies in the training opportunity remain after 19.XX(c) above has been complied with, such training opportunities may be offered to Part-Time Paramedics who meet the training opportunity selection criteria.

ARTICLE 24 PT: LEAVE OF ABSENCE

Bereavement

- 24.01(a)PT** An unpaid leave of absence of up to five (5) scheduled shifts shall be granted to an employee who is absent from work solely due to the death of the father, mother, son, daughter, brother, sister, husband, wife, common law spouse, same-sex partner, stepfather, stepmother, stepson, stepdaughter, stepbrother or stepsister of such employee. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the death, provided that if the funeral is not held within the seven (7) day period, the employee may request one (1) day of unpaid leave for the purpose of attending the funeral or interment, where either ceremony falls on a scheduled work day.
- 24.01(b)PT** An unpaid leave of absence of up to three (3) scheduled shifts shall be granted to an employee who is absent from work solely due to the death of the father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grand-parent or grandchild of such employee. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the death, provided that if the funeral is not held within the seven (7) day period, the employee may request one (1) day of unpaid leave for the purpose of attending the funeral or interment, where either ceremony falls on a scheduled work day.
- 24.01(d)** Notwithstanding clause 24.01(a) and (b) where an employee suffers a bereavement during a period of scheduled vacation, he/she may request that bereavement leave be substituted for vacation and such bereavement leave shall be governed by the provisions of this clause.

Jury Duty & Pregnancy And Parental Leave

- 24.01(e)PT** In addition to the foregoing, employees will be eligible to receive, on a without pay basis, leaves of absence for;
- (i) jury duty in accordance with such conditions as are set out in clauses 24.02 of the Collective Agreement; and

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- (ii) pregnancy or parental leave in accordance with such conditions set out in clauses 24.03(a) and (b) and (e) of the Collective Agreement.

24.03 (c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 24.03(a), or is granted in accordance with clause 24.03(b), shall be at the discretion of the Division Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.

24.03(d)PT Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

Leave for Canadian Citizenship

24.07 An employee who is required to be absent from work on his/her scheduled work for the purpose of obtaining his Canadian Citizenship shall, on two (2) occasions only, be granted one (1) day's leave of absence with pay on each such occasion.

Military Leave

24.09 (a) Leave of absence shall be granted to employees to serve in the Armed Forces during hostilities or during a time of war as declared by the Government of Canada. Seniority will accumulate during such leave.

24.09 (b) Leave of absence for Reserve training shall be in accordance with City policy as amended from time to time.

Participation in Elections

24.10 The City policy concerning Participation in Elections, dated June 8, 1999 as may be amended from time to time, shall be applicable to Union staff.

24.11PT It is understood and agreed that part-time employees will be eligible for Leaves of Absence required by *The Employment Standards Act. R.S.O.*, 1990, as amended.

ARTICLE 25 PT: TRANSPORTATION

Use of Personal Vehicle

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- 25.01** Except where the use of a personal vehicle is a bona fide requirement of the job and is included in the job description, employees shall not be required to use their own vehicles on City business.

An employee shall be made aware of this requirement at the time of hiring. In addition, liability and safety issues shall be discussed at the time of hiring. For the purposes of clarity, an employee in a classification where the use of a personal vehicle is not a bona fide requirement of the job as of November 5, 2002, shall not be required to use his/her personal vehicle while in the classification.

Mileage Allowance

- 25.02** Whenever an employee is required and/or authorized to use his automobile on the business of the City, in accordance with the provisions of clause 25.01, the City shall pay to such employee, fifty-two cents (52¢) per kilometre or the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c. 945, whichever is the lesser, up to 5,000 kilometres annually, and thereafter, \$0.46 per kilometre or the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c. 945, whichever is the lesser.

Parking Costs

- 25.03** An employee who is required and/or authorized to use his automobile on business of the City shall be reimbursed for parking costs incurred in the course of conducting such business.

Transporting Other Employees

- 25.04** No employee shall be required to transport other employees, City machinery or equipment. Employees may be required to transport their personal tools only.

Payment of Allowance

- 25.05** The allowances set out in clause 25.02 shall be paid to an employee authorized to use his automobile, in accordance with the provisions of clause 25.01, to travel to a temporary work assignment at a work location outside the City of Toronto boundaries. The allowance is for each kilometre travelled between the location of the temporary work assignment and the City boundary nearest to that location. The City boundaries are defined as

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Steeles Avenue on the north, Port Union Road on the east and Etobicoke Creek and Indian Line on the west.

Public Transportation

- 25.07** Whenever an employee is required to use the public transportation system in the course of his duties, such employee shall be provided with public transit token/tickets for that purpose.
- 25.08PT** Upon request, the City will provide a T2200 for eligible employees who have received a per-kilometer allowance in accordance with the provisions of clauses 25.02 or 25.05.

ARTICLE 27 PT: SENIORITY AND SERVICE

- 27.01PT** For the purpose of determining seniority an employee's aggregate hours paid will be converted by using the following formula: two thousand and eighty (2,080) paid hours equals one (1) year. An employee's seniority shall be calculated from his first date of hire and shall accrue on a calendar year basis to a maximum of 2,080 aggregate hours accumulation in any one calendar year.
- 27.02PT** An employee shall lose all seniority and service and his employment shall be deemed terminated if:
- (i) he voluntarily terminates his/her employment subject to the right to rescind in Article 39.01;
 - (ii) he is discharged for reasonable cause and not reinstated;
 - (iii) he fails to report as scheduled on four (4) or more occasions in the calendar year without a satisfactory reason to the City;
 - (iv) fails to comply with the scheduling availability requirements in accordance with Article 9. or
 - (v) has not worked for more than twelve (12) consecutive months for reasons other than an approved leave of absence.

Bi-Monthly Seniority List

- 27.04 (a)** An electronic copy of the bi-monthly seniority list containing permanent

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and temporary employees' seniority dates as well as probationary employees' aggregate hours, will be forwarded to the Union. In addition, the Union will also be provided with a second electronic list containing the information on the seniority list as well as each employee's employee number and, for each active employee, the Union will also be provided with the respective base classification, Division and Section.

The current bi-monthly seniority list will be posted on the City's internal website. The current bi-monthly seniority list shall be posted in every Local 416 workplace.

- 27.04 (b)** Seniority and aggregate hours will be calculated based on the seniority or aggregate hours the employee has accumulated up to the end date of the second last pay period in the month prior to the effective date of the bi-monthly seniority list. The bi-monthly seniority list will be posted and effective on the third Wednesday of January, March, May, July, September and November.
- 27.04 (c)** The most recent of the bi-monthly seniority lists shall be used for all purposes contemplated in the Collective Agreement where seniority is a factor.

Seniority Tie Breaker

- 27.05 (a)** In the event employees carry the same seniority hours, the method of determining who has greater seniority hours shall be based upon the employee's last name alphabetically.
- 27.06PT** Part-time Paramedics who move to a full-time position covered by the TCEU Local 416 Collective Agreement shall bring their accumulated seniority and service with them by converting seniority and service hours into a seniority or service date whereby every two thousand and eighty (2080) hours equals one (1) year of seniority/service.
- 27.07PT** Full-time Paramedics who move to a part-time Paramedic position covered by the TCEU Local 416 Collective Agreement, shall be credited with their full-time seniority and service by converting a seniority date into seniority hours and a service date into service hours whereby every one

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(1) year of seniority/service equals two thousand and eighty (2080) hours of seniority/ service.

- 27.08** Any employee temporarily placed outside the bargaining unit through a modified work program or temporarily accommodated for a disability will retain and continue to accumulate seniority in this bargaining unit.
- 27.09** In the event that an employee covered by this Agreement should be promoted to a position outside the bargaining unit and is still in the employ of the City, the employee shall have a maximum of ninety (90) calendar days, to return to the unit without loss of seniority.
- 27.10PT** Unless excluded through a provision of the Collective Agreement, seniority shall apply on a bargaining unit-wide basis.

ARTICLE 29 PT: Layoff and Recall

- 29.01(a)PT** In the event of a staff reduction of part-time paramedics, part time paramedics will be laid off in reverse order of seniority.
- 29.01(b)PT** In addition to any other rights they may have under Schedule P, any full time paramedic who is laid off will have the option of working as a part time paramedic under the prevailing terms and conditions of employment for part time paramedics set out in the Appendix to Schedule P, subject to the ratio set out in 2.02(b) and the conditions set out below.
- 29.01(c)PT** If, in order to comply with the ratio set out in 2.02(b), it is required that a part-time paramedic be laid off in order to accommodate the employment of the laid off full time paramedic into part time employment, the least senior part time paramedic shall be laid off.
- 29.01(d)PT** Any full time paramedic who opts, pursuant to clause 29.01(b) or (c), to work as a part time paramedic shall, for a period of up to twenty-four (24) months, have the option, at that time, of purchasing their benefits under Article 16 of Schedule P, at no cost to the City, or receiving the part-time percentage in lieu.
- 29.01(e)PT** In the event that a full time paramedic elects to work as a part time paramedic pursuant to this provision, that laid off full time paramedic retains their recall rights subject to the terms and conditions set out in Schedule P.

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- 29.02PT** In the event of a staff reduction of full-time paramedics, part-time paramedics will be laid off as required in order to maintain the ratio in article 2.02(b).
- 29.03PT** Part time paramedics who are laid off pursuant to a notice of layoff issued pursuant to clause 29.01 will be recalled to part time work when it becomes available in order of seniority provided that no more than twenty-four (24) months have elapsed from the date they were laid off from work.

ARTICLE 30 PT : WORKPLACE SAFETY AND INSURANCE BENEFITS

- 30.01PT** An employee who sustains an injury or disease arising out of and in the course of his/her duties is covered by the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.
- 30.02PT** Where an employee sustains a work related injury or a compensable illness and is unable to work as a result thereof, upon approval of his/her claim he/she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Board.
- 30.03PT** Notwithstanding anything herein contained in this schedule, where an employee is absent due to a compensable injury, such part-time employee shall, upon his/her return to work, receive a seniority credit for such absence. Such seniority credit shall be calculated on the basis of the employee's average number of paid hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident/illness. For the purposes of clarity, a full pay period missed will be credited with the average number of paid hours as calculated above. Where less than a full pay period is missed, seniority shall be credited for days scheduled and not worked. The foregoing seniority credit shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 27.03 following the part-time employee's return to work.
- 30.04** Where an employee sustains a compensable injury or illness and as a result must leave work before the end of that shift, he/she shall receive full pay for the balance of that shift on that day.
- 30.05** Where an employee is requested to meet with a representative of the City with respect to an illness or injury, the employee shall be advised they may be accompanied by a representative of the Union.

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Stress

30.06PT Following a difficult or critical call (as defined by the employee) a minimum of one (1) hour of out-of-service time will be guaranteed following completion of the call and clearing of the hospital.

In cases of a difficult and/or critical call if the employee feels that he/she is unable to complete the remainder of that shift as a result of the impact of the call, he/she will be booked out of service and allowed to leave that shift without loss of pay.

If, in the opinion of the employee's own physician and/or supervisor, the employee requires additional time and the employee is scheduled to work the day immediately following the incident, the employee may be excused from duty for up to two (2) consecutive calendar days following the incident without loss of pay.

ARTICLE 37 PT: REST AND WASH-UP PERIODS

37.01 Employees who are working as advanced and/or Critical Care Paramedics on an advanced care or Critical Care Transport unit shall be afforded a period of ten (10) minutes at the end of each shift for the purpose of lock-up, if they are without relief.

37.01(a)PT Each employee who works on a shift of less than ten (10) hours shall be afforded a rest period of fifteen (15) minutes duration during the first four (4) hours of the shift and a second rest period of fifteen (15) minutes during the second four (4) hours of his shift.

37.01(b)PT Each employee who works on a shift of ten (10) to twelve (12) hours shall be afforded a rest period of fifteen (15) minutes duration during the first four (4) hours of his shift, a second rest period of fifteen (15) minutes during the second four (4) hours of his shift and, during the last two (2) to four (4) hours of his shift, a third rest period of ten (10) minutes duration.

37.02 Employees shall be afforded a period of ten (10) minutes at the end of each shift for the purpose of washing up at their place of employment.

It is understood that wash-up time and lock-up time shall be compensated at the applicable rate when said time falls beyond the employee's-scheduled shift.

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In cases where an employee does not return to station until after the scheduled end of the shift he/she shall receive ten (10) minutes at the applicable rate for the purpose of wash-up.

In cases where an employee returns to station at least ten (10) minutes before the scheduled end of the shift, the employer has the option of directing the employee to take wash-up time for the last ten (10) minutes of the shift or to remain on duty until the end of the shift (in which case ten (10) minutes at the applicable rate of pay is paid for wash-up). It is understood that in those cases where overtime is paid the employee will remain at work through the overtime period.

In cases where the wash-up period commences less than 10 minutes before the scheduled end of shift, the employee will be paid at the applicable rate of pay for that portion of the wash-up period that extends beyond the scheduled end of shift.

Meal Breaks

The parties agree that they will administer the Meal Break for Part-time Paramedics in accordance with the TCEU Local 416 Collective Agreement (Refer to Article 45.02).

ARTICLE 44 PT: HEALTH AND SAFETY

Quarantine

44.06(a)PT Time lost by a Paramedic as a result of being quarantined by any official authorized to do so in accordance with the applicable legislation because of a job-related incident shall be treated as a leave of absence with pay for the duration of the quarantine.

Working Quarantine

44.06b)PT (i) All Paramedics who are under quarantine will be paid their regular rate of pay for their regularly scheduled shifts.

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- (ii) In addition to the compensation provided for in paragraph (i), all Paramedics who work while under a 'Work Quarantine' will be paid a quarantine compensation premium of their regular hourly rate of pay for all hours worked.

Clarity Note: The net effect of the above paragraph (ii) means all Local 416 Paramedics shall receive their regular hourly rate under paragraph (i) and a second regular hourly rate under paragraph (ii), or double time, while performing their work under the 'Work Quarantine', for their regularly scheduled hours only.

- (iii) In addition to the quarantine compensation premium provided for in paragraph (ii) above, all Paramedics who work while under a 'Work Quarantine' will be paid at the rate of time and one-half ($1\frac{1}{2}$) the regular rate of pay for the overtime hours worked beyond their regularly scheduled shift. (e.g., after 12 hours)

Clarity Note: The net effect of the above paragraph (iii) means that all Local 416 Paramedics that are engaged in end-of-shift overtime while under the 'Work Quarantine' will receive their regular hourly rate referred to in paragraph (ii), plus time and one-half ($1\frac{1}{2}$) the regular hourly rate. Thereby equalling two and one-half ($2\frac{1}{2}$) times their regular hourly rate for all end of shift overtime hours worked.

- (iv) All Paramedics who work on a scheduled day off, while under a 'Work Quarantine' will be paid time and one half ($1\frac{1}{2}$) the regular rate of pay, plus an additional quarantine compensation premium of one-half ($\frac{1}{2}$) the regular rate of pay, for all hours worked.

Clarity Note: The net effect of the above paragraph (iv) means all Local 416 Paramedics working on their days off while under the 'Work Quarantine' shall be paid double time for all hours worked.

- (v) Once the employee agrees to work under a 'Work Quarantine' he/she will be expected to report for their regularly scheduled shifts for the period the quarantine is in effect. An employee who chooses to be on 'Home Quarantine' and later chooses to work under 'Work Quarantine' must notify the Scheduling Unit eight (8) hours prior to the commencement of their next scheduled shift.

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(vi) These terms represent exceptional and unusual circumstances and only apply when a 'Work Quarantine' has been declared by any official authorized to do so in accordance with the applicable legislation.

(vii)PT Local 416 Part Time Paramedics that work or choose to work under the provisions of clause 45.17(b) shall continue to receive all their normal Collective Agreement entitlements in addition to the quarantine premium pay referred to herein, which would include but is not limited to, shift premiums. It is understood that this provision is not intended to provide part-time Paramedics with any further overtime entitlement than is already provided for in paragraphs (iii) and (iv).

44.06PT When an employee is quarantined by any official authorized to do so in accordance with the applicable legislation because of a job-related incident, scheduled shifts missed shall be treated as a leave of absence with pay for the duration of the quarantine.

ARTICLE 45 PT: AMBULANCE APPENDIX

45.04 Uniforms

45.04 (a) (i) Upon commencement of employment each Paramedic will be issued the following uniform: eight (8) shirts, six (6) t-shirts, four (4) turtleneck shirts (non-uniform), four (4) pairs of tactical pants, four (4) pairs of epaulette sleeves, one (1) winter hat, one (1) summer hat, three (3) summer shirts, one (1) pair of winter boots, one (1) pair of safety shoes, one (1) belt, one (1) pair of winter gloves and one (1) multi-function parka.

45.04 (b) Upon commencement of employment each Paramedic will be issued the following equipment: scissor pack, kit bag, stethoscope, penlight, safety goggles, and safety vest.

45.04(c) (i) In the second and third year of employment, each Paramedic shall receive the following uniform items: four (4) shirts, three (3) t-shirts (non-uniform), two (2) turtleneck shirts (non-uniform), three (3) summer shirts, two (2) pairs of tactical pants, two (2) pairs of epaulette sleeves and one (1) pair of winter gloves.

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- 45.04(c) (ii)** In the fourth and subsequent years of employment, each Paramedic may exchange (on a one-for-one basis) the following uniform items: four (4) shirts, three (3) summer shirts, , two (2) pairs of epaulette sleeves. Paramedics will continue to receive, on an annual basis the following: three (3) t-shirts (non-uniform), two (2) turtleneck shirts (non-uniform), two (2) pairs of tactical pants and one (1) pair of winter gloves.
- 45.04 (d)** Protective footwear will be replaced as required.
- 45.04 (e)** Paramedics are entitled to a belt and multi-function parka every five (5) calendar years, upon request or earlier if such item of clothing does not remain in serviceable condition.
- 45.04 (f)** The City will provide laundry and dry cleaning services for all uniformed clothing as described in this Article.
- 45.04 (h)** The foregoing may be amended from time to time through mutual agreement of the parties.

PAGERS (PT)

Part-time Paramedics shall be provided with pagers which will be maintained by the Division.

Part-time Paramedics without a station assignment will be given the option of: (a) being paged; or (b) calling Scheduling prior to the commencement of their shift in order to confirm their station assignment.

No page will be sent to an employee within 45 minutes prior to the commencement of their shift. If the employee receives a page within the above timeframe, then the employee shall proceed to the paged location and there shall be no loss of pay nor shall it be recorded as late reporting.

In the event that a part-time Paramedic arrives on time at the assigned location and is subsequently reassigned there shall be no loss of pay, nor shall the reporting to the subsequent location be recorded as late reporting.

ARTICLE 46 PT: MODIFIED WORK

- 46.01PT** The City and the Union are committed to facilitate the early and safe return of employees to part time employment consistent with the terms and conditions of this Appendix.

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The City will make every reasonable effort to provide a meaningful, productive employment environment within which, individuals will maintain their dignity and respect while rehabilitating from their illness, injury or disability and the Union and the affected employee will co-operate with the City in this regard.

The Parties agree the issue of modified work will be addressed in compliance with the *Workplace Safety and Insurance Act*, the *Ontario Human Rights Code*, the *Occupational Health and Safety Act*, the *Municipal Freedom of Information and Protection of Privacy Act*, the City's Employment Accommodation Policy and existing practices between the parties for paramedics.

ARTICLE 47 PT: Continuous Learning

47.01PT Toronto Emergency Medical Services is committed to continuing education for Paramedics on an annual basis. As a result, the City agrees to provide as a minimum, continuing medical education and/or in service training for each Paramedic classification as prescribed below:

- | | | |
|-------|-------------------------|---------------|
| (i) | Paramedic Level 1 | 2 sessions/yr |
| (ii) | Paramedic Level 2 | 2 sessions/yr |
| (iii) | Paramedic Level 3 | 2 sessions/yr |
| (iv) | Critical Care Paramedic | 3 sessions/yr |

47.02PT Such continuing medical education and/or in service training sessions will be provided to maintain certification and are subject to clause 9.05 regarding a Part-Time Paramedic who is working concurrently for another paramedic service. Part-time paramedics who are required to attend such sessions will be paid at their regular hourly rate of pay for time spent in attendance at such sessions

47.03PT Part-time Advanced Care paramedics who are required to participate in a self-directed learning program to maintain certification will be paid a maximum of eight hours at their regular hourly rate.

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Research

47.04PT Toronto Emergency Medical Services is a learning organization. The parties agree that research is an integral component in developing future approaches in emergency medical services.

Participation in pre-hospital care research shall be voluntary in nature except as provided herein:

The parties agree that TEMS and TCEU Local 416 will meet to discuss possible research studies. These discussions will include, but are not limited to:

- The basis for participation
- Nature of the initiatives
- Any change to the Paramedic skill set/practice
- The benefit of participation

If it is determined by the parties that there is no change to the duties or responsibilities of the employee then the research study shall become mandatory.

The committee will be comprised of three (3) representatives from TEMS and three (3) representatives from TCEU Local 416. TEMS shall pay for all hours spent by TEMS employees in the committee meetings, up to a maximum of three (3) employees. TEMS employees who attend on their scheduled day off shall be compensated at time and one-half (1½) for up to four (4) hours.

ARTICLE 48PT – LETTERS OF AGREEMENT

**LETTER OF AGREEMENT (PT)
EMPLOYEE ASSISTANCE PROGRAMS**

The following elements represent the basis for the counselling services for City of Toronto Local 416 members.

1. Counselling Service Options

Local 416 members shall have access to all internal EAP services as currently provided.

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In addition to the internal EAP services, the following external EAP services will also be provided:

- individual, couple and family counselling, with associated referrals to community resources for specialized services;
- legal advisory and financial advisory services;
- after hours emergency services;
- referrals arising from counselling will continue to be governed by the existing practice and benefit provisions of the Collective Agreement;
- child care and elder care advisory services will be provided externally or internally based upon an assessment made by the selection panel;
- career counselling services;
- any enhancements or improvements mutually agreed to by the parties.

2. Access to Services

Communication about Services

There would be one pamphlet with both telephone numbers clearly set out for the EAP services, with both providers clearly referenced.

All communication would provide information on all services, but the communication would also make it clear that the employee has the choice of whether to use an external or internal provider.

3. Confidentiality

Confidentiality is a cornerstone of the EAP. In an ongoing effort to ensure the highest standard of confidentiality, it is agreed that the City's EAP counselling staff, and the external counselling staff, and any documents, notes, electronic or otherwise, in their possession, shall be maintained as confidential, and will not be requested or provided for any grievance/arbitration proceeding.

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SCHEDULE A (PT)

JOB CLASSIFICATION	Step	Jan.1 2012	Jan.1 2013	Jan. 1 2014	Jan. 1 2015
Paramedic Level 1	1	34.12	34.29	34.89	35.68
	2	34.81	34.98	35.59	36.39
	3	36.26	36.44	37.08	37.91
	4	37.46	37.65	38.31	39.17
Paramedic Level 2	1	38.25	38.44	39.11	39.99
	2	39.34	39.54	40.23	41.14
Paramedic Level 3	1	37.45	37.64	38.30	39.16
	2	38.56	38.75	39.43	40.32
	3	39.69	39.89	40.59	41.50
	4	41.30	41.51	42.24	43.19
Critical Care Paramedic		47.91	48.15	48.99	50.09

SECTION II

**ARTICLES IN THE 2012-2015
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ARTICLE	TOPIC
Article 4	UNION SECURITY
Article 6	NO DISCRIMINATION OR HARASSMENT
Article 20	DISCIPLINE, SUSPENSION AND DISCHARGE
Article 21	GRIEVANCE PROCEDURE
Article 22	ARBITRATION
Article 23	SUPERIOR DUTIES
Article 32	PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND WEARING APPAREL
Article 33	LEGAL EXPENSES
Article 34	GENDER NEUTRALITY AND PLURAL
Article 35	ACQUAINTING NEW EMPLOYEES
Article 36	EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE
Article 38	DESIGNATES
Article 39	RIGHT TO RESCIND RESIGNATION
Article 40	PRINTING OF COLLECTIVE AGREEMENT
Article 43	TERM OF AGREEMENT
Article 44	HEALTH AND SAFETY (Except for modified language in 44.06PT)
AMBULANCE APPENDIX	
45.01 MEAL ALLOWANCE	
45.02 MEAL BREAKS	
45.16 BASE HOSPITAL	
45.19 CAR COUNT	
MEMORANDUM ITEM ONLY POINT SYSTEM	
LETTER OF AGREEMENT EARLY RETIREMENT	
LETTER OF AGREEMENT NON-EMERGENCY CALLS	
MEMORANDUM OF AGREEMENT MEDICAL MALPRACTICE LIABILITY INSURANCE	
ARTICLE 48.01 & 48.02	LETTERS OF AGREEMENT
LETTER OF AGREEMENT	

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AMALGAMATION OF CLASSIFICATIONS	
LETTER OF AGREEMENT JOB EVALUATION MAINTENANCE PROGRAM	
LETTER OF AGREEMENT LEGISLATIVE CHANGES	
LETTER OF AGREEMENT VIDEO SURVEILLANCE; GLOBAL POSITIONING SYSTEMS (GPS) & AUTOMATED VEHICLE LOCATION SYSTEMS (AVL)	
Memorandum of Agreement	SCHEDULE P, PART TIME PARAMEDICS, INTEREST ARBITRATION, ESSENTIAL SERVICES AGREEMENT

SECTION III

**ARTICLES IN THE 2012-2015
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ARTICLES IN THE TCEU L416 COLLECTIVE AGREEMENT THAT <u>DO NOT APPLY</u> TO PART TIME PARAMEDICS	APPLICABLE LANGUAGE IN SCHEDULE P – PART TIME
Article 2 - RECOGNITION <ul style="list-style-type: none"> • 2.02(b) Definition of Temporary Employee • LETTER OF AGREEMENT TEMPORARY WORK OPPORTUNITIES/ ASSIGNMENTS • 2.02(c) • LETTER OF AGREEMENT ANNUAL REVIEW OF TEMPORARY EMPLOYEES 	Refer to Article 2PT
Article 3 – UNION REPRESENTATION <ul style="list-style-type: none"> • Article 3.10 - Transfer of Shop Steward • 3.11(a)&(b) Occupational Health & Safety Representatives • 3.12 (a) & (b) Full-Time Office or Position • 3.12(c) (iii) to (viii) Leave of Absence with Pay – Union Business 	Refer to Article 3PT Refer to Article 3.12PT
Article 7 - WAGES <ul style="list-style-type: none"> • 7.02 (a) – Anniversary Date for Increments • LETTER OF AGREEMENT EQUIPMENT BY CLASSIFICATION 	Refer to Article 7PT Refer to Article 7.02(b) PT
Article 8 - OVERTIME, CALL-BACK AND STANDBY PAY <ul style="list-style-type: none"> • 8.01(c) • 8.01(d)(ii) • 8.01(d)(iii) - Planned Overtime • 8.01(d)(v) Definition of Section • 8.01(e)(i) to (v) • 8.01(e)(v) End of Shift Overtime • 8.01 (f) Overtime Assignment – Sanitation/Collections • LETTER OF AGREEMENT OVERTIME ASSIGNMENT – TORONTO EMS • 8.02 - Call-Back • 8.03 - Standby 	Refer to Article 8PT Overtime Assignment - Refer to 8.01(d)PT
Article 10 - SHIFT BONUS <ul style="list-style-type: none"> • 10.01 (b) (c) (d) 	Refer to Article 10PT
Article 11 - CHANGE OF SHIFT	Refer to Article 11.01PT

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Article 12 - DESIGNATED AND STATUTORY HOLIDAYS <ul style="list-style-type: none"> • 12.01(b),(c) • 12.02 • 12.03 • 12.04 • 12.05 	Refer to Article 12PT
Article 13 - VACATION SAVINGS PAY AND VACATION WITH PAY <ul style="list-style-type: none"> • 13.01 • 13.02 • 13.03 • 13.04 • 13.05 • 13.06 • 13.07 • 13.08 • 13.09(b) • 13.10 • 13.13 • 13.14 • 13.15 • 13.16 • 13.17 • LETTER OF AGREEMENT GRANDPARENTING OF YORK EMPLOYEES WITH 4 WEEKS VACATION • LETTER OF AGREEMENT GRANDPARENTING OF EMPLOYEES WITH 6 WEEKS VACATION 	Refer to Article 13PT
Article 14A - SICK PAY PLAN Article 14B - ILLNESS OR INJURY PLAN	<ul style="list-style-type: none"> • For Physician's Certificates refer to Article 14.01PT & 14.02PT* • For Injury during working hours refer to Article 14.03PT* • For Ill Dependent Leave refer to Article 14.04PT* <p>*With Exceptions as Noted</p>

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Article 15 - SICK PAY GRATUITY	
Article 16 - EXTENDED HEALTH CARE/ DENTAL/ GROUP LIFE AND LONG TERM DISABILITY INSURANCE	Refer to Article 16PT
Article 17 - PENSIONS & RETIREMENT <ul style="list-style-type: none"> • 17.01 • 17.03 • 17.04 • 17.05 • 17.06 • 17.07 	Refer to Article 17PT
Article 18 - TRANSFERS	
Article 24 - LEAVE OF ABSENCE <ul style="list-style-type: none"> • 24.01(c) • 24.02 • Pregnancy/Parental Leave • 24.04, 24.05, 24.06 • 24.08 Personal Leave Of Absence	Refer to Article 24PT Refer to Article 24.01(e)PT
Article 25 - TRANSPORTATION <ul style="list-style-type: none"> • 25.06 Keele Valley/ Pickering Work Locations	Refer to Article 25PT
Article 26 - TEMPORARY EMPLOYEE BENEFITS	
Article 27 - SENIORITY AND SERVICE <ul style="list-style-type: none"> • 27.03 • 27.05(b) and (c) • 27.06 • 27.10 • 27.11 • 27.12 • 27.13 	Refer to Article 27PT Refer to Article 27.02PT
Article 28 - EMPLOYMENT SECURITY AND REDEPLOYMENT	
Article 29 – LAYOFF AND RECALL	Refer to Article 29PT
Article 30 - WORKPLACE SAFETY AND INSURANCE BENEFITS	Refer to Article 30PT
Article 31 – NO STRIKE OR LOCKOUT	

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Article 41 - ACCESS TO COUNCIL AND BUDGET INFORMATION	
Article 42 - TOOL ALLOWANCE	
Article 44 - HEALTH AND SAFETY <ul style="list-style-type: none"> • LETTER OF AGREEMENT VEHICLE SAFETY ISSUES • LETTER OF AGREEMENT JOINT HEALTH AND SAFETY FORUM 	
AMBULANCE APPENDIX	
Article 45.03 - EMS LABOUR MANAGEMENT COMMITTEE	
Article 45.04 - UNIFORMS <ul style="list-style-type: none"> • 45.04(a)(ii) • 45.04(c)(iii) & (iv) • 45.04(g) 	
Article 45.05 - EARLY & LATE CALLS	Refer to Article 8.02PT
Article 45.06 - TEMPORARY PARAMEDICS	
Article 45.07 - STRESS	Refer to Article 30.06PT
Article 45.08 – WASH UP/LOCK-UP TIME	Refer to Article 37PT
Article 45.09 – PARAMEDICS MOVING TO LOWER CLASSIFICATION	
Article 45.10 – SCHEDULES	Refer to 9.02PT and 8.01(a1)PT
MEMORANDUM ITEM ONLY 12 HOUR SHIFTS	Refer to Article 9PT
Article 45.11 - COURT OR CORONER'S INQUEST	Refer to Article 8.06PT
Article 45.12 - PAID DUTY	Refer to 9.13PT
Article 45.13 - RETURN TO WORK – BOOKING FIT	Refer to Article 14.05PT
Article 45.14 – EQUIPMENT COMMITTEE	
Article 45.15 - STATION POSTINGS	

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Article 45.17 - QUARANTINE	Refer to Article 44PT
Article 45.18 - PUBLIC SAFETY UNIT; EMS TACTICAL PARAMEDICS; CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR RESPONSE TEAM; AND HEAVE URBAN SEARCH AND RESCUE	
Article 45.20 - CONTINUING EDUCATION	Refer to Article 47.01PT
Article 45.21 - FIELD TRAINING OFFICERS	
Article 45.22 - DISTRIBUTION OF OVERTIME	Refer to Article 8.01(c)PT
Article 45.23 – RESEARCH	Refer to Article 47.04PT
LETTER OF AGREEMENT MEAL BREAK GUIDELINES	Refer to Article 37PT
LETTER OF AGREEMENT SENIOR PARAMEDICS	
LETTER OF AGREEMENT SWING SHIFT	
LETTER OF AGREEMENT TRAINING	
MEMORANDUM MODIFIED WORK	
Article 46 - MODIFIED WORK PROGRAM	Refer to Article 46PT
Article 47 - CONTINUOUS LEARNING, TRAINING AND APPRENTICESHIPS	
Article 48 - LETTERS OF AGREEMENT	
LETTER OF AGREEMENT "CLEAN AND BEAUTIFUL CITY" INITIATIVE	
LETTER OF AGREEMENT FORMER INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 793 MEMBERS	
LETTER OF AGREEMENT TORONTO PORT AUTHORITY	
MEMORANDUM ITEM ONLY TORONTO PARKING AUTHORITY	
SCHEDULE 1 TRI-PARTITE MEMORANDUM OF AGREEMENT ("CARRIAGE OF SENIORITY")	