

This Letter of Agreement dated this 13 day of December, 2011

Between:

The Canadian Union of Public Employees

Local 3324

("The Union")

and

Island EMS Inc.

(The Employer")

Whereas: The Union and the Employer have mutually agreed to amend Article 13 of the current collective agreement during the present, and on-going, collective bargaining process;

And Whereas: The Union and the Employer have agreed to replace the existing Article 13 with an updated Article 13;

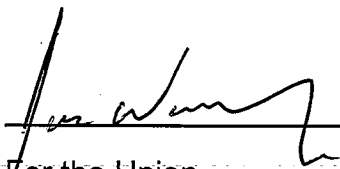
And Whereas: The Union and the Employer agree that the NEW Article 13 of the collective agreement shall become and form a part of the current collective agreement (dated to expire on September 30th, 2009) and shall also become and form a part of the new collective agreement to follow (dated to commence on October 1st, 2009) and shall continue thereafter as a part of the collective agreement between the parties unless and until changes are made during a future round of collective bargaining;

Therefore the Union and the Employer herein agree that the NEW Article 13 shall read as follows:


ARTICLE 13 – PROMOTIONS, APPOINTMENTS AND STAFF CHANGES

- 13.01 (a) When a vacancy occurs within the Bargaining Unit, the Employer shall post notice of the position on the company website for fourteen (14) calendar days and in addition will send an e-mail notification to all bargaining unit employees announcing the posting.
- (b) A temporary vacancy created by a leave of absence granted pursuant to Articles 21 (Leave of Absence), 22 (Sick Leave), 23 (Workers' Compensation), 25 (Maternity/Parental Leave) and 33 (Training and Upgrading) which exceeds two (2) calendar months shall be posted in accordance with this article.
- (c) The Employer shall post the position in accordance with operational needs.
- 13.02 (a) Such notice shall contain the following information: nature of position, area in which the position is located, qualifications required, knowledge and education, skills, shift, wage or salary rate. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (b) Job postings for PCP positions are for PCP and ICP applicants only.
- 13.03 (a) Appointment shall first be made of the applicant with the necessary qualifications and ability to perform the work. Where qualifications and ability are equal, seniority shall govern.
- (b) If there are no qualified applicants consideration for appointment shall be given to the senior applicant who does not possess the required qualifications but is enrolled and accepted in the program pursuant to Article 33.03 (ACP Leave of Absence) prior to filling a vacancy. Such an employee will be given a trial period for a maximum of 18 months to qualify as an ACP. The employee will revert to their former position if the required qualifications are not met.
- (c) If there are no qualified permanent applicants available after exhausting all steps through paragraphs 13.03 (a) & (b) above, then Temporary applicants possessing the necessary qualifications and ability to perform the work shall be processed.
- (d) If there are no qualified permanent or temporary applicants available after exhausting all steps through paragraphs 13.03 (a), (b) & (c) above, then Casual applicants possessing the necessary qualifications and ability to perform the work shall be processed.
- (e) If the Employer is unable to fill any position created by the reduction in hours, the Employer has the option to offer the available shifts to all employees at straight time rates until the vacancies are filled.

- 13.04 Outside advertising to fill a position shall not commence until the provisions of Article 13.03 have been completed.
- 13.05 When an employee is the successful applicant, such employee shall be placed in the position on a trial basis for an established period not to exceed ninety (90) calendar days. Conditional on satisfactory performance, the employee shall be declared permanent. If the individual proves unsatisfactory during the trial period, then they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.
- 13.06 An employee who accepts a bargaining unit position as Senior Operations Paramedic as a result of a job posting shall be placed in the position for a trial period not exceeding ninety (90) calendar days. If the employee proves unsatisfactory or wishes to return to their former position, the employee shall be returned to their former position within two (2) weeks. Employees designated as Senior Operations Paramedics shall receive the following premiums above their rate of pay: \$2.20. This premium is for regularly scheduled hours only.
- 13.07 A long term vacancy created by an employee being absent due to illness or injury for a period of less than twenty-four (24) months leave without pay shall be filled in the usual manner on a temporary basis.
- 13.08 If the employee who is absent due to illness or injury without pay returns to work during the twenty-four (24) month period and subsequently returns to leave of absence due to the same illness or injury, the temporary return to work shall not interrupt the twenty-four (24) month period unless the temporary return to work exceeds thirty (30) calendar days.
- 13.09 If a long term vacancy due to illness or injury exceeds twenty-four (24) months, and there is no available accommodation option for the employee in the workplace, and there is no objective medical evidence that the Employee will be able to return to work in the foreseeable future, the vacant position shall be filled in the usual manner and the employee who is absent shall be laid off and the provisions of Article 14.03 shall apply.



For the Union
Jason Woodbury, President



For the Employer
Matt Crossman, General Manger