

2019 Collective Bargaining in the Health Sector

Renewal of the 2014-2019 Ambulance Paramedics & Dispatchers Bargaining Association (APADBA) Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING NEW RE: TEMPORARY VACANCIES AND TEMPORARY POSITIONS

Temporary Vacancies and Positions:

- 1) A temporary vacancy is created by the temporary absence of a regular employee from a continuing position. The Employer will determine whether the absence of an irregularly scheduled employee creates a temporary vacancy.
- 2) A temporary position may be created by the Employer for a limited duration to address a temporary increase in workload or for a specific term, season, project or trial (e.g. grant funded, capital projects, pilot projects, or term specific assignments).
- 3) When a temporary vacancy or position occurs, it will be filled in the following manner:
 - a) Temporary vacancies with a duration of less than twelve (12) months, will be filled by qualified Irregularly Scheduled Employees ("ISE") or through Article E3.06 – Work Allocation – Spareboard and On-Call Shift Coverage.
 - b) The Employer may appoint an employee into a temporary position with a duration of less than six (6) months.
 - c) If a temporary vacancy has a duration of twelve (12) months or greater, or if a temporary position has a duration of six (6) months or greater, the vacancy will be posted for a minimum of fourteen (14) days.
 - d) Where a temporary vacancy or position is being filled under a) or b) above, and is extended to require a posting under c) above, the vacancy or position will be posted providing there is expected to be at least four (4) months remaining at the time of the extension.

Where a temporary position has been extended from its initial duration without posting, it may not be extended further without the Union's agreement unless that position is posted.

~~If a subsequent extension of a temporary vacancy or position is required, it will be posted pursuant to (c) above. The parties may mutually agree to approve further extensions, based on extenuating circumstances.~~

- e) A temporary vacancy or position will be posted for Full-time, Regular Part-time, or On-Call employees to access. Employees applying for a temporary vacancy or position must be available for the term of the vacancy or position.
- f) Temporary postings for Specialized Practice or Supervisory positions, or newly classified positions, will be selected in accordance with article 13.03, except they may not utilize 13.03(d) or (e) to move into a regular position.

All other temporary postings shall be awarded by seniority to qualified in-post ISE first. Should an ISE not apply or not accept the vacancy, it shall be awarded to a qualified employee in the following order:

- a. Full-time employees in order of seniority;
 - b. Regular Part-time employees in order of earliest date of hire with the Employer;
 - c. Primary Operator On-call employees where the vacancy or position resides in order of earliest date of hire with the Employer; then
 - d. Other On-call employees in order of earliest date of hire with the Employer.
- g) Where the vacancy or position remains unfilled, the work will be allocated pursuant to Article E3.06 – Work Allocation – Spareboard and On-Call Shift Coverage.
- 4) When an employee fills a temporary vacancy, they will assume the shift pattern and hours of the position for the term of the vacancy.
 - 5) A Full-Time employee who successfully bids into a temporary vacancy will maintain their existing seniority and build upon it in accordance with Article 12.01.
 - 6) A Regular Part-time or On-Call employee who fills a temporary vacancy or position will accrue seniority on an hourly basis, for all regular hours worked in the vacancy or position pursuant to Article 12.01(a)(ii).
 - 7) An On-Call employee does not change status when posting into a temporary vacancy or position.
 - 8) Where an incumbent gives notice of the end of their absence, the employee occupying the temporary vacancy will be advised of the timing of their return to their former position.

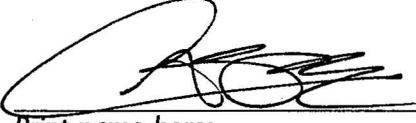
- 9) If an employee relocates to fill a temporary vacancy or position, Article 13.06 will not apply and the Employer will not be required to pay the employee's moving expenses.
- 10) Any temporary position that exceeds twenty-four (24) months will be posted as a regular position pursuant to Article 13 and the applicable selection process will apply.
- 11) Employees in temporary positions or vacancies will be provided with a minimum of fourteen (14) days' notice of any projected change to the end date of their temporary position or vacancy. Employees in temporary positions or vacancies will not have access to recall and lay-off rights pursuant to Article 14 with respect to the temporary position or vacancy. In the case of an On-call employee, notice shall be given prior to the 15th of the month prior to when the temporary position or vacancy will end.
- 12) At the conclusion of the temporary vacancy or position, the employee occupying the temporary vacancy or position will return to their former position. On-call employees returning to their previous post will maintain their date of hire.

This agreement is subject to renewal in the next round of collective bargaining.

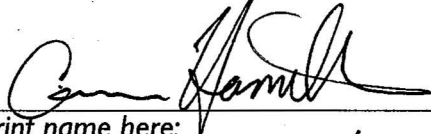
Agreed to this 4th day of April, 2019, at 3:34 AM (PM)

Signed on behalf of APADBA:

Signed on behalf of HEABC:



Print name here:
CAMERON FEBY.



Print name here:
Carmen Hamilton