



ONTARIO LABOUR RELATIONS BOARD

Ambulance Services Collective Bargaining Act, 2001

OLRB Case No: 2125-20-M
Essential Services Agreement - Ambulance

Unifor Local 2002, Applicant v Ornge, Responding Party

COVER LETTER

TO THE PARTIES LISTED ON APPENDIX A:

The Board is attaching the following document(s):

Decision - July 14, 2021

DATED: July 14, 2021

Catherine Gilbert
Registrar

Website: www.olrb.gov.on.ca

Address all communication to:

The Registrar
Ontario Labour Relations Board
505 University Avenue, 2nd Floor
Toronto, Ontario M5G 2P1
Tel: 416-326-7500
Toll-free: 1-877-339-3335
Fax: 416-326-7531



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **2125-20-M**

Unifor Local 2002, Applicant v **Ornge**, Responding Party

BEFORE: C. Michael Mitchell, Vice-Chair

APPEARANCES: Farah Baloo, Blake Scott, Kelly-Anne Orr, Ashley Watkins, Mark Etherington, for the applicant; John Saunders, Pasan Guruge, Foster Brown, Genevieve Fernandes, Cara Chambers, Justin Pyke, Wade Durham, for the responding party

DECISION OF THE BOARD: July 14, 2021

1. This is an application under s.9 of the *Ambulance Services Collective Bargaining Act* (the "ASCBA"). That section states:

9. (1) An employer or a trade union required to make an essential ambulance services agreement under section 3 may apply to the Board for a determination of any of the matters they have not resolved.

(2) Upon the application of either party, the Board shall,

- (a) determine any matters to be included in an essential ambulance services agreement;
- (b) order that terms specified by the Board be deemed to be part of an essential ambulance services agreement;
- (c) order that the parties be deemed to have entered into an essential ambulance services agreement; and
- (d) give any other directions the Board considers appropriate.

(3) The Board may consult with the parties to attempt to resolve any matter raised by the application or may inquire into any matter raised by the application, or it may do both.

(4) The Board may make any interim or final order it considers appropriate after consulting with the parties or on an inquiry.

(5) On a further application by the employer or trade union, the Board may modify any determination, order or direction if there is a change in circumstances.

2. The parties had extensive negotiations to arrive at an agreement and resolved most of the issues in dispute. Some issues remained and those were the subject of a consultation held on July 13, 2021. As a result of the consultation, I order that the following terms constitute the essential ambulance services agreement, and that the parties are deemed to have entered into an essential ambulance services agreement on these terms:

BETWEEN

ORNGE

(“Ornge”)

- and -

Unifor Local 2002

(the “Union”)

WHEREAS Ornge has been identified by the Ministry of Health and Long Term Care as the entity which will deliver co-ordinated ambulance services in Ontario.

AND WHEREAS Ornge and the Union recognize that all negotiations for a renewal Collective Agreement shall be subject to the terms of the *Ontario Labour Relations Act, 1995 (“OLRA”)* and *Ambulance Services Collective Bargaining Act, 2001*, to ensure the provision of essential ambulance services in the event of a strike or lock-out of ambulance workers;

AND WHEREAS Ornge and the Union agree that the maintenance of essential services during a workstoppage is the joint responsibility of the parties because the absence of

such services could pose an immediate and serious danger to the safety or health of the public;

NOW THEREFORE Ornge and the Union agree as follows:

1. The Union on its own behalf and on the behalf of all members of the bargaining unit agrees that in the event of a legal strike as defined in the OLRA, the essential ambulance services of the province of Ontario, as set out in this agreement, shall be maintained. Those employees required to maintain essential ambulance services as set out below, shall work their scheduled shifts in accordance with the posted schedule on a rotational basis.
2. For the purpose of this Agreement, "essential ambulance services" means:
 - (a) ambulance services provided to,
 - (i) persons who suffered a trauma or an acute onset of illness, either of which could endanger their life, limb or functioning, or
 - (ii) persons who have been judged by a physician or a physician's delegate to be in an unstable medical condition, or who require further medical assessment or treatment at another location and require an ambulance service and use of a paramedic;
 - (b) work that is incidental to a service described in (a) above, including but not limited to, routine base duties, including those outlined in Appendix A;
 - (c) work that is performed on or in connection with an ambulance to protect health and safety;
 - (d) work that is performed in accordance with Ornge, MOH direction and as outlined in Appendix A;
 - Ornge Paramedic Operations Policies and Procedures Manual
 - Ornge Paramedic Operations Directives
 - Ornge Base Hospital Policies and Procedures Manual & Medical Directives
 - Ornge Infection Prevention and Control Manual

- Basic Life Support Patient Care Standards
- Advanced Life Support Patient Care Standards
- Ambulance Documentation Standards
- Patient Care and Transportation Standards

(e) work that is required to be performed by the *Ambulance Act* and Regulations.

3. The parties agree that 100% of employees (including full-time, part-time and contract) will be required to provide essential ambulance services required to meet the ambulance staffing levels.

If, as a result of unanticipated emergencies and in accordance with Section 5 of the ***Ambulance Services Collective Bargaining Act, 2001***, the number of ambulance workers who are required to work under an essential ambulance services agreement is not adequate to enable an employer to provide the essential ambulance services, the employer may increase that number to ensure essential ambulance services continue to be provided.

4. During legal work stoppage, paramedics will respond to the above-noted calls as set out in the 2(a) (i) and (ii) for ambulance services as directed by Ornge Communications Centre.
5. The Union agrees that there shall be no reprisals by the Union or its members against employees who are required to work during a legal strike. The Union further agrees that neither the Union nor its members shall interfere with or attempt to interfere with the work performed by the employees during a legal strike, and it shall counsel its members accordingly.
6. Ornge agrees that there will be no reprisals by its non-union employees against employees required to work during a legal strike. Ornge further agrees that its non-union employees shall not interfere with the work performed by the employees during a legal strike, and shall counsel its employees accordingly.
7. Any employee, who is at work, will not engage in strike activity.
8. It is agreed that all vehicles and employees reporting to

or leaving work shall be allowed to pass through any picket lines without delay.

9. In accordance with section 15(2) of the ***Ambulance Services Collective Bargaining Act, 2001***, the rates of wages, the current dues and all other terms and conditions of employment and all rights, privileges and duties of the employer, the bargaining agent and the employees in the bargaining unit that were in effect immediately before it became lawful for the employer or the trade union unilaterally to alter those terms and conditions of employment or those rights, privileges or duties under Section 86 of the ***Labour Relations Act, 1995*** shall apply with respect to all employees performing essential services work in accordance with this agreement until a collective agreement is in force, unless the employer and the bargaining unit agree otherwise.

10. Notwithstanding the provisions of paragraph 9 above, the parties agree that during a legal strike or lockout, the employees covered by this Agreement shall not be required to:
 - a) conduct movement of vehicles and equipment for scheduled preventative maintenance purposes;

 - b) perform the cleaning of exterior surfaces of land ambulance vehicles that do not have a direct impact on the conspicuity of the vehicle either while in motion or while stationary. For clarity, the following shall be routinely maintained in a clean condition: emergency and non-emergency lighting, all reflective and retroreflective surfaces, and all surfaces which contribute to the maintenance of visual contrast required for conspicuity in low-light conditions;

 - c) place stock orders and put away stock. The employees will, continue to maintain the stock and communicate the requirement for additional stock to the appropriate manager. As an exception, employees will remain responsible for receiving and securing any orders containing controlled substances or medications requiring temperature control;

- d) perform Special Projects. For clarity, contracts created pursuant to Letter of Understanding #11 shall continue to be performed. Employees assigned to duties in relation to Operation Remote Immunity 2.0 or other essential Covid related assignments shall continue to perform such duties, for example Surge Response Team;
- e) be responsible for hosting third party observers (for example, media, politicians, or non-Ornge students) on board aircraft or vehicles who are present for any reason;
- f) any duties assigned to the Field Training Officer;
- g) any duties assigned to the Field Educator except for essential education related to safety, regulatory compliance or maintenance of clinical competencies. For clarity, the following work will not be performed: critical care paramedic initial education (including didactic education, simulation labs and program development work) and developing or delivering education related to new equipment which is not essential for patient care.

"C. Michael Mitchell"
for the Board

Appendix "A"

Essential Services Agreement Proposals (ESA)

1. Employees covered under this agreement will perform all duties required in the delivery of, or preparation for delivery of, ambulance services.
2. Employees will wear regular Orange supplied uniforms and Personal Protective Equipment (PPE).

APPENDIX A

Unifor Local 2002
5 Executive Place
Kitchener ON N2P 2N4
Attention: Kelly-Anne Orr
National Representative
Tel: 416-886-9099
Email: kelly-anne.orr@unifor.org; joanne.macquire@unifor.org

Unifor Local 2002
5 Executive Place
Kitchener ON N2P 2N4
Attention: Ashley Watkins
Tel: 416-460-7442
Email: ashley@unifor2002.org

Hicks Morley Hamilton Stewart Storie LLP
77 King St. W 39th Floor, Box 371 TD Centre
Toronto ON M5K 1K8
Attention: John W. Saunders
Tel: 416-362-1011
Fax: 416-362-9680
Email: john-saunders@hicksmorley.com; anna-desousa@hicksmorley.com

Ornge
5310 Explorer Drive
Mississauga ON L4W 5H8
Attention: Foster Brown
HR Director
Tel: 416-407-0460
Fax: 647-428-2006
Email: fbrown@ornge.ca