

LETTER OF UNDERSTANDING

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA  
(the "Employer")

-AND-

CUPE AND ITS LOCAL **1019**  
(the "Union")

Re: Collective Bargaining and Interest Arbitration

**WHEREAS the Regional Municipality of Niagara (the Employer) recognizes that the provision of ambulance services and the employees that provide these services are essential;**

AND WHEREAS it is the desire of the parties to work cooperatively to fulfill the obligations of providing NEMS efficient and professional services to residents within the Regional Municipality of Niagara;

AND WHEREAS the parties recognize that, it is in the mutual interest of the parties to establish a mechanism which would allow for the resolution of collective bargaining disputes without use of demonstration, press comments, or the risk of interruption in EMS due to strike or lockout;

AND WHEREAS notwithstanding the *Ambulance Services Bargaining Act, 2001* the Employer and the Union hereby agree as follows:

That this Letter of Understanding shall govern the renewal of the **September 29, 2014 to September 28, 2017** collective agreement between the Employer and the Union.

1. That except as expressly modified below, collective bargaining between the parties shall be governed by the *Labour Relations Act, 1995* (the "*Act*"), the *Public Sector Labour Relations Transition Act, 1997* and any other applicable legislation.
2. That it is the intent of the parties to freely bargain the renewal of the collective agreement, however should a conciliation officer be appointed under the *Act* and be unable to effect a collective agreement within the time allowed, and the Minister subsequently notifies the parties under the *Act*, that he/she does not consider it advisable to appoint a conciliation board, the parties shall submit any issues remaining in dispute to final and binding arbitration in accordance with this Letter of Understanding.

3. That within seven (7) days of the Minister's notification to the parties under the *Act*, that he or she does not consider it advisable to appoint a conciliation board, each party shall inform the other in writing of the name of its nominee to the arbitration board.
4. The two (2) nominees so selected shall, within seven (7) days of the appointment of the second of them, appoint a third person from a list of experienced arbitrators who shall act as the Chair of the arbitration board.
5. That notwithstanding Point #4 above, the parties will discuss the potential of selecting an arbitrator and arbitration date either in advance or during collective bargaining with the intent of assisting the parties to secure a favourable arbitrator and date for the hearing.
6. In consideration of the foregoing, and notwithstanding the *Act*, the parties agree as follows:
  - a. The Union, on its own behalf and behalf of its members, agrees that it will not authorize, support or condone in any way any strike (as defined in the *Act*) or any withdrawal or limitation of their services.
  - b. The Parties agree, where possible, to not initiate any demonstrations or press comments without notifying the other Party in advance of contemplation of doing so; this does not include responses to requests from direct media inquiries. Further, where possible, the parties will explore the possibility of releasing any joint statements to the media concerning collective bargaining where appropriate to do so.
  - c. The Union, on its own behalf and behalf of its members, agrees that it will not authorize, support or condone in any way any the inappropriate use of the Employer's email or other communication systems or devices during negotiations or arbitration proceedings. Further, the Union will not use the Employer's communication systems without the Employer's consent.
  - d. The Employer agrees that it will not lock out Land Ambulance employees.
  - e. Neither the Union nor the Employer shall alter any term or condition of employment or any right, privilege or duty of the Employer, the Union, or Land Ambulance employees in effect at the time notice is given under the *Act* prior to the issuance of the award of the board of arbitration, except by mutual agreement in writing.
7. That this Letter of Understanding shall constitute an irrevocable agreement in writing to refer all matters in dispute to a board of arbitration as contemplated by section the *Act*.

