

COLLECTIVE AGREEMENT

Between:

**PARAMED HOME HEALTH CARE
MUSKOKA**
(Hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Association" and or "Union" and or "ONA")

Expiry: December 31, 2022

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the nurses covered by this Agreement. It provides the means for prompt settlement of grievances and establishes compensation, hours of work and other conditions of employment.
- 1.02 The parties to this Agreement undertake to work together towards the common objective of providing the best possible community health services.
- 1.03 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Ontario Nurses' Union as the exclusive bargaining agent for all Registered and Graduate Nurses and Registered Practical Nurses employed in a nursing capacity by ParaMed Home Health Care Muskoka working in the District Municipality of Muskoka, save and except Clinical Supervisors and person above the rank of Clinical Supervisors.
- 2.02 It is agreed that the word "nurse" or "nurses" wherever used in this Agreement shall be deemed to refer a Registered Nurse, Graduate Nurse or Registered Practical Nurse or nurses in the bargaining unit as defined in Article 2.01.
- 2.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

ARTICLE 3 – DEFINITIONS

These definitions shall not alter the current bargaining unit composition outlined in Article 2.01.

- 3.01 A Registered Nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*.
- 3.02 A Graduate Nurse is defined as a nurse with registration incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing registration requirements.
- 3.03 A Registered Practical Nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and amendments thereto.
- 3.04 A full-time nurse is employed on a permanent basis and is scheduled to work the standard hours of work as specified in Article 15.04. The full-time status is achieved through a full-time job posting.

- 3.05 A part-time nurse is employed on a permanent basis and is scheduled to work the standard hours of work as specified in Article 15.05. The part-time status is achieved through a part-time job posting.
- 3.06 A Casual Nurse is a nurse for who there is not a perpetually rotating predetermined schedule and who works on the basis of their availability as set out in Article 15.06. This shall not preclude the Employer from offering casual nurses ongoing client(s) in a predetermined basis.
- 3.07 A “work assignment” is a set schedule or block of hours or one visit of service provided to a single client, subject to Article 15.02. A work assignment may change in schedule or duration from time to time, and in such case will be offered to the nurse(s) by seniority subject to their availability who are currently providing care.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that all management rights and prerogatives and the direction of the working forces and the management of the employer’s enterprise are vested exclusively with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following:
- (a) the rights to operate and manage its business in every and in all respects;
 - (b) the right to maintain order, discipline and efficiency amongst its nurses and in connection therewith to establish and enforce reasonable rules and regulations policies and practices from time to time;
 - (c) the right to select, hire, direct, transfer, classify, assign and re-assign duties, demote, promote, layoff, recall, suspend, terminate or otherwise discipline nurses who have completed probation for just cause, provided that a claim by a non-probationary nurse who has been discharged or disciplined without just cause may be the subject of a grievance;
 - (d) the right to determine the location and extent of operations and their commencement, expansion, curtailment and cessation; the level and type of service to be provided; the content, evaluation and description of jobs; methods to be used to provide services; nurse qualifications for employment and promotion; number of hours to be worked; and number and classification of nurses needed.
- 4.02 The Employer will exercise its management rights in accordance with the Collective Agreement.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of

their representatives with respect to any nurse because of her membership or non-membership in the Union, activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement or any applicable legislation.

5.02 The Union and the Employer agree that there will be no discrimination by either party or by any of the nurses covered by this Agreement under the protected grounds of the *Ontario Human Rights Code*.

5.03 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". [ref: *Ontario Human Rights Code, Sec. 10 (1)*]

(a) "Every person who is a nurse has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another nurse because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability". [ref: *Ontario Human Rights Code, Sec. 5 (2) and 10 (1)*]

(b) "Every person who is a nurse has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the Employer or by another nurse." [ref: *Ontario Human Rights Code, Sec. 7 (2)*]

(c) Every person who is a nurse has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act, Sec. 1 (1)*.

The nurse rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

A nurse who believes that she has been harassed, contrary to this provision shall be encouraged by both parties to follow the Employer's policy on harassment and process. Failing resolution, a nurse may follow the process set out in the complaint, grievance and arbitration procedure of the collective agreement. The nurse shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Tribunal.

5.04 The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

5.05 The Union agrees that it will not conduct Union business except as expressly permitted by this Agreement or as expressly authorized in advance and in writing by the Employer.

ARTICLE 6 – NO STRIKES AND NO LOCKOUT

6.01 The Union agrees that there will be no strikes and the Employer agrees that

there will be no lockouts so long as this Agreement continues to operate. The meaning of the words "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*, as amended.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues designated by ONA.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse or a casual nurse in a month in which the nurse does not work.
- 7.03 The Union shall inform the Employer of the amount to be deducted by providing thirty (30) calendar days written notice.
- 7.04 The Employer will send to the Union monthly, its cheque for the dues so deducted, along with the list of the names and amount of such deductions for each nurse. The list shall show terminations, new hires, leaves of absences in excess of thirty days, and the social insurance number. A copy of this list will be sent to the Union.
- 7.05 The Union shall indemnify and save the Employer harmless from any claims from nurses as a result of dues having been collected in accordance with the terms of this Agreement.
- 7.06 It is understood and agreed that the Employer has the responsibility for the deduction of dues.
- 7.07 The Employer shall indicate the amount of Union dues on the T4 slip of each nurse.

ARTICLE 8 - REPRESENTATIVES AND COMMITTEES

8.01 Nurse Representatives

The Employer agrees to recognize up to three (3) nurse representatives (one of whom is the Bargaining Unit President) for the purpose of dealing with grievances and conducting initial Union orientation.

8.02 Grievance Committee

The Employer agrees to recognize a Grievance Committee of two (2) representatives (one of whom is the Bargaining Unit President) for the purpose of meeting with the Employer in the grievance procedure. It is understood that only one (1) representative shall participate in any grievance meeting.

8.03 Union-Management Committee

A Union-Management Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union. Meetings of this Committee shall be held at the request of either party, but at least every three (3) months. Agendas will be exchanged five (5) days prior to each meeting. The purpose of this Committee shall be to discuss matters of mutual concern, but not matters that arise through the grievance procedure or negotiations. The role of Chairperson shall rotate between the parties each six (6) months.

The Employer shall provide secretarial services. Additional management representatives and the Labour Relations Officer form the Ontario Nurses' Association may be present at the request of either party.

The parties will schedule such meetings at a mutually agreeable time.

8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee of two (2) representatives (one of whom is the Bargaining Unit President) for the purpose of negotiating renewals of the Collective Agreement.

8.05 Occupational Health & Safety Committee

The parties agree to comply with the Occupational Health and Safety Act and any other federal, provincial or municipal health and safety legislation and regulations.

Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one representative selected or appointed by the Union from the bargaining unit.

Such committee shall identify, prevent and resolve Health and Safety issues in order to eliminate/reduce near miss, injuries and illness, improve general health and morale and recommend actions to be taken to improve conditions related to occupational health and safety.

Meetings shall be held every third month or more frequently if mutually agreed. The Committee shall maintain minutes of all meetings and make the same available for review.

8.06 Unless otherwise set forth in this Agreement, all correspondence between the parties concerning the Collective Agreement shall be between the District Director (or her/his designate) and the ONA Labour Relations Officer.

8.07 Union business shall not be conducted during working hours other than as specifically permitted by this agreement or with permission of the Employer.

8.08 It is agreed that for all purposes under this Agreement, the Employer's place of business, and the Employer's offices or premises shall not include a client's

premises. Representatives of the Union or a nurse representative shall not contact a client without first obtaining the Employer's written consent.

- 8.09 Unless otherwise set forth in this agreement, all correspondence between the parties concerning the Collective Agreement shall be between the District Director (or designate) and the ONA Labour Relations Officer. It is recognized that the Labour Relations Officer is the signing authority for any Minutes of Settlement, Letter of Understanding or similar documents including documents which would form part of or amend the Collective Agreement.
- 8.10 The Union shall keep the Employer notified in writing of the names of the current nurse representatives, committee members and any other officer of the Local Union who are employed by the Employer. The Employer shall not be required to recognize a nurse representative until it has received such notification.
- 8.11 Representatives of the union when required to attend a meeting with the Employer when scheduled to work, will not suffer any loss of pay for the time spent in the meeting with the Employer. Where a Representative is required to attend a meeting when not otherwise scheduled to work, time spent by the Representative shall be without pay.
- 8.12 The Negotiating Committee members shall be paid any wages forfeited as a result of their attendance at negotiations and the Union agrees to reimburse the Employer for such wages paid. The union must notify the District Director (or her delegate) of the time off requests for the negotiating committee member which include the date and the number of hours. The union agrees that the Employer will invoice ONA for wages paid for the committee member's attendance at negotiations and that payment of the invoice will be made to the Employer within thirty (30) days of the date of the invoice.
- 8.13 The Bargaining Unit may request the assistance of an ONA Labour Relations Officer.
- 8.14 The Employer will provide names of new hires to the Bargaining Unit President with contact information.
- 8.15 The Union acknowledges that the Bargaining Unit President and Union Representatives have their regular duties and responsibilities to perform for the Employer. Union representatives shall not leave their duties of their employment in order to attend the meetings of the committees without having previously obtained the permission of their supervisor. The Union shall seek permission to attend committee meetings at least one (1) week in advance of the date of such meeting. Such permission shall not be unreasonably withheld unless it interferes with the efficient operations of the Employer.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement.

A written grievance will indicate the nature of the grievance, a summary of the facts and the remedy sought by the grievor.

9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, the nurse may be accompanied by a member of the grievance committee, if the nurse wishes. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance.

9.03 Complaint Stage

It is the mutual desire of the parties that complaints and differences be dealt with in a quick fashion. A nurse will discuss her complaint with her supervisor within ten (10) days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse. The supervisor shall reply in writing within ten (10) days. If the matter is not resolved, it shall be taken up as a grievance.

Step 1

Failing settlement at the Complaint Stage, a grievance committee member and/or the nurse shall submit a completed written grievance to her supervisor or his/her designate, within ten (10) days following the supervisor's decision under the Complaint procedure above. The supervisor or his/her designate shall render his/her decision in writing to the grievance committee member and the nurse within ten (10) days after presentation of the written grievance.

Step 2

Failing settlement at Step 1, the Union may within ten (10) days, schedule a meeting with the Executive Director or designate. The grievor, the grievance committee representative and the Labour Relations Officer may be in attendance at the meeting. The Executive Director or designate shall give a written decision within ten (10) days of the meeting to the Bargaining Unit President or her designate with a copy to the Labour Relations Officer. Should the matter not be resolved, it shall be referred to arbitration within twenty (20) days of the reply at Step 2.

9.04 Group Grievance

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Supervisor or her designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.05 Discharge Grievance

(a) A nurse shall only be discharged from the employment for just cause. An allegation of action contrary to this clause may be taken up as a

grievance. As a good labour relations practice, the Employer agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension.

- (b) Such grievance shall proceed directly to Step No. 2 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days following the discharge.

9.06 Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation of the Agreement, in writing at Step 2 of the grievance procedure, providing that it is presented within twenty (20) days after the circumstances giving rise to the grievance having originated or had knowledge of the occurrence. The Union may not file a grievance regarding any matter upon which a nurse may personally grieve. However, this shall not preclude the Union from filing a policy grievance in conjunction with a nurse's or a group's individual grievance.

9.07 Employer Grievance

The Employer may institute a grievance against the Union in writing at Step 2 of the grievance procedure, provided it is presented within five (5) working days after the circumstances giving rise to the grievance have originated or occurred.

9.08 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.

9.09 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.

9.10 (a) If a nurse is to be reprimanded or disciplined, she may have a nurse representative present if she so requests.

(b) If a nurse is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.

9.11 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and employee(s) involved.

ARTICLE 10 – ARBITRATION MEDIATION PROCESS

10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the

grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the names of three Sole Arbitrators for the other Party to choose from, if none are agreeable they shall provide three Arbitrators to choose from. If none are acceptable then the Parties shall request the Minister of Labour for Ontario to appoint a Sole Arbitrator.

10.02 In the event that an arbitration hearing concludes with a written decision issued by an Arbitrator, the Arbitrator's decision is final and binding upon the parties and upon any employee affected by it.

The arbitrator hearing the grievance shall not have the power to add to, subtract from, modify or otherwise amend this Agreement.

10.03 Each of the parties shall each pay their own costs of the arbitration and shall jointly share the costs of the arbitrator and the hearing.

10.04 Saturdays, Sundays and Public Holidays as set forth in this Collective Agreement are not to be counted in the time limits as set out in this Article.

10.05 The parties may by mutual agreement substitute a sole arbitrator for an arbitration board. If a sole arbitrator is utilized, the parties agree to share the cost of the sole arbitrator.

10.06 Grievance Mediation

The parties agree to implement a Grievance Mediation procedure in accordance with the following provisions:

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) working days after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation will commence within twenty (20) working days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the mediator shall be informal. All discussion during the mediation process shall be treated as if it were a part of the grievance process and not used in any other context. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.

- (f) If possible, an agreed statement of facts will be provided to the mediator, and if possible, in advance of the Grievance Mediation conference.
- (g) The mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) working days following grievance mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of this Collective Agreement. In the event that a grievance, which has been mediated subsequently, proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and employer will share the cost of the mediator, if any.

ARTICLE 11 – SENIORITY

11.01 A newly hired nurse will be known as a probationary nurse until she has actually worked and completed four hundred and eighty (480) hours of work following the nurse's most recent date of hire. Probationary nurses will not accumulate seniority until after they have successfully completed the probation period.

It is recognized that the probation period is a period during which the Employer will have the right to assess a nurse and to determine whether such nurse is, in the sole discretion of the Employer, acceptable for continued employment. It is therefore recognized that probationary nurses may be terminated in the sole and absolute discretion of the Employer. The dismissal of a probationary nurse shall not be the subject of a grievance unless the termination is discriminatory.

11.02 A nurse who transfers her status (i.e.: full-time to part-time or vice versa) shall not be required to serve a probationary period where she has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the transfer shall be credited towards the probationary period.

11.03 Upon successful completion of such probationary period, the nurse's name will be placed on the seniority list with seniority for all hours worked from date he/she was hired by the Employer.

11.04 The Employer will keep separate seniority lists for full-time, part-time, and casual nurses in each classification (RN and RPN). The Employer will provide copies of the above noted lists to the Union twice a year, in the months of May and November, and prior to any layoff. The Employer will also post the seniority lists on the Union bulletin board at the time they are forwarded to the Union. Any errors on the seniority list must be brought to the Employer's attention within thirty (30) calendar days after posting.

- (a) Seniority for full-time nurses shall be defined as length of service with the Employer since date of last hire.

- (b) Seniority for part-time and casual nurses shall be based on hours worked accumulated since date of last hire. It is recognized that fifteen hundred (1,500) hours worked will be equivalent to equal one (1) year of full-time service. However, in no circumstance will a nurse accrue more than one (1) year of service in a twelve (12) month period.

11.05 Seniority shall be lost and a nurse shall be deemed to have terminated employment with the Employer if the nurse:

- (a) Resigns or retires;
- (b) is discharged for just cause and not reinstated;
- (c) Fails, upon being notified of a recall, to signify her intention to return within ten (10) calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fifteen (15) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the nurse and Employer;
- (d) subject to the Human Rights Code, is absent due to illness or disability (except for absences for which Workplace Safety and Insurance Board benefits are received) for a period of twenty-four months or more;
- (e) fails to report for three (3) scheduled work assignments without notifying the Employer in advance, or without providing a satisfactory reason for such absences;
- (f) uses any leave provided for under this Agreement for any reason other than that for which it was granted, or engages on gainful employment while on such leave;
- (g) is laid off for a period of twenty-four (24) months;
- (h) is a casual employee who has not worked any work assignments for the Employer for a period of three (3) calendar months, except if on an approved leave of absence;
- (i) fails to report to work as scheduled at the end of vacation or suspension unless there is a reasonable explanation given to the Employer;
- (j) has their registration with the College of Nurses revoked.

11.06 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- (a) On an approved leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;

- (c) When in receipt of sick leave, up to twenty-four months;
- (d) When in receipt of Workplace Safety and Insurance Benefits for an injury sustained while in the employ of the Employer up to twenty-four months;
- (e) When on pregnancy/parental leave in accordance with the *Employment Standards Act*.

This article shall be interpreted consistent with the *Ontario Human Rights Code*.

11.07 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;
- (b) When on layoff of up to twenty-four (24) months.

11.08 A nurse's full seniority and service shall be retained by the nurse in the event that she is reclassified. A nurse whose status is changed from full-time to part-time, or casual shall receive credit for her full seniority and service on the basis of fifteen hundred (1,500) hours paid for each year of full-time seniority or service.

A nurse whose status is changed from part-time, or casual to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each fifteen hundred (1,500) hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

A nurse whose status is changed within the part-time or casual classifications will maintain her full seniority and service.

11.09 Positions Outside the Bargaining Unit

Any nurse who takes a management position for any reason shall have her seniority frozen at the time of exit to the management position. Upon return, if such return is within six (6) months unless a longer duration is mutually agreed by the Union and the Employer, such seniority will be reinstated and accumulation will again commence.

11.10 Protection of Bargaining Unit Work

The Employer shall not assign work normally performed by members of this bargaining unit to persons outside the bargaining unit, to the point that it directly results in the termination, layoff or reduction in the normal hours of any bargaining unit member.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Leave of absence without pay may be granted at the discretion of the Employer for education or personal reasons. Leaves of absence shall not be granted for the purpose of seeking or working for another employer.

12.02 Employment Standards Act Leaves

The Employer will comply with the requirements of the *Employment Standards Act* with respect to the unpaid leaves of absences.

12.03 Union Leave

Subject to operational requirements, leave of absence without pay to attend Union business will be granted. The total of such days shall not exceed twenty-five (25) days per annum. No more than one (1) nurse per office shall be absent from duty at any one (1) time. The Union shall provide as much notice as possible, but in any event, not less than four (4) weeks' notice.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.04 Jury and Witness Duty

When a nurse is required to serve on a jury, he/she shall be relieved of his/her duties for such time as may be required. The nurse shall notify the Employer immediately on receiving notification and provide proof of service requiring his/her attendance.

- (a) If a nurse is required to serve as a juror in any court of law or attend under subpoena as a witness in a court proceeding, the nurse shall be granted a leave of absence without pay, but with accrual of seniority for any visits or shift/hours. The nurse will provide documentation which confirms the time spent attending said Jury Duty. Once confirmed the employer will then add those scheduled ParaMed Home Health hours to the seniority list.
- (b) Where a nurse is required by subpoena to attend a court of law or on a Coroner's inquest as a witness in connection with a case arising from the nurses' duties with the Employer, the nurse shall be paid their regular rate for all hours attended at the Inquest provided that the nurse:
 - i) notifies the employer immediately on the nurse's notification that he will be required to attend at Court;
 - ii) presents proof of service requiring the nurse's attendance;
 - iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof, provided the compensation does not

exceed the payment of their regular rate for all hours attending the inquest.

12.05 Professional and Education Leave

- a) Leave of absence with pay or without pay may be granted to nurses to attend professional and educational meetings, courses, or other events which may be judged beneficial to the nurse's professional development, especially as it relates to her responsibilities with the Employer.
- b) Leave of absence without pay may be granted to nurses for up to one (1) academic year to attend further education which may be judged by the employer to be beneficial to the nurse's professional development, especially as it relates to her responsibilities with the Employer. This request shall not be unreasonably denied. The nurse who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
- c) Professional leave without pay will be granted to full-time and regular part-time nurses who are elected to or appointed to the College of Nurses or the Registered Nurses Union of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Union of Ontario subject to the following limitations:
 - i) No more than one (1) nurse may be absent at one time;
 - ii) Nurses must provide at least thirty (30) calendar days' notice in writing;
 - iii) Provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer.

12.06 Bereavement Leave

- (a) Upon the death of a nurse's spouse, spouse to include same sex partner, child or stepchild, a nurse shall be granted leave up to a maximum of five (5) continuous calendar days without loss of pay for previously scheduled hours. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off without pay may be granted by the Employer. Part-time nurses will be credited with seniority and service for all such paid leave.

In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the *Ontario Human Rights Code*, a Nurse may save one of the days identified above without loss of pay to attend the interment or ceremony.

- (b) When a death occurs in the immediate family of a nurse, the nurse shall be granted leave up to a maximum of three (3) continuous calendar days without loss of pay ending the day of the funeral or equivalent service provided that the nurse must be regularly scheduled to work such days to receive pay.

- (c) Immediate family shall be defined as parent, step-parent, father-in-law, mother-in-law, brother, sister, legal guardian, grandmother, grandfather, and grandchildren.
- (d) A nurse shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her brother-in-law, sister-in-law, and daughter-in-law, son-in-law. Where there is a funeral but the nurse cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the nurse shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) A nurse will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay or sick pay.
- (f) Where it is necessary, with as much notice as possible, the nurse may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

12.07

Pregnancy/Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The nurse shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such a leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position on the date of her return unless the position has been discontinued in which case she shall be given a comparable job.
- (d) A nurse shall be permitted to commence her pregnancy leave at any time within the seventeen (17) weeks before the expected date of delivery.
- (e) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.
- (f) A nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/pregnancy leave of absence, provided the sum of all such leaves of absence do not exceed eighteen (18) continuous months per pregnancy/parental.

- (g) During an employee's leave under pregnancy/parental leave, the employer shall continue to make the employer's contributions for any benefit plan the employee is enrolled, unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

ARTICLE 13 – LAYOFF AND RECALL

- 13.01 Where it is necessary to reduce the working force of nurses, the Employer will layoff nurses in reverse order of seniority within the geographic area, provided that those who remain have the qualifications, skills or ability to perform the duties of the job. Probationary nurses shall be first laid off.
- 13.02 "Lay-off" shall mean the permanent reduction of the number of employees on the Employer's roster caused by the permanent cessation of a significant portion of the Employer's operation.
- 13.03 The Employer shall advise the Union, with as much notice as possible, of any permanent layoff. The parties will meet to discuss the impact of the layoff and what services the employer will undertake after the layoff. The nurses will be provided the notice of lay-off in accordance with the *Employment Standards Act*.
- 13.04 Notice to recall shall be sent by registered mail to the nurse's current address on file. The nurse must respond in writing to the notice within seven (7) calendar days of her intention to either accept or decline the offer of recall. In the event that she declines or does not respond, she shall lose all seniority and shall be considered to have resigned her employment.

Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Union.

ARTICLE 14 – JOB POSTING

- 14.01 Where the Employer determines that there is a vacancy for full-time, part-time, casual, or temporary positions in the bargaining unit, the Employer shall post a job posting on ParaMed.com web site for seven (7) working days. The Employer shall also distribute a copy of the posting to the Bargaining Unit. This shall not preclude the employer from filling positions temporarily during the posting procedure.
- Where the Employer's requirement for employees is an ongoing one, such notice may remain posted for thirty (30) calendar days and shall be deemed to be in compliance with this provision.
- 14.02 Nurses who wish to apply for a posted position must submit an application in writing during the posting period based on Article 14.01. no other applications will be considered after the posting period.

- 14.03 In filling postings, the Employer shall consider the qualifications, experience, skills and ability of the applicants to perform the work efficiently. Where these factors are relatively equal, the applicant with the greatest seniority shall be the one selected for the vacancy. If the applicants are not qualified to perform the work required, the Employer has the right to fill the vacancy externally.

ARTICLE 15 – HOURS OF WORK AND SCHEDULING

- 15.01 The parties acknowledge the Employer has an obligation to meet their contractual requirements and client needs. Consequently, scheduling will be subject to those parameters.
- 15.02 This Article shall set out the process for scheduling work assignments for nurses. It shall not be construed to be a guarantee of the amount of work per day or hours/visit of work per week or work location.
- 15.03 Nurses may flex their work schedule to accommodate their work life balance (time specific clients or shifts excluded), provided the needs of the clients are being met. A nurse flexing her schedule shall not result in premium payments.
- 15.04 Full-time employees shall be scheduled up to eighty-eight (88) hours in a two (2) week period. This is to include alternating full weekends.
- 15.05 Part-time employees shall be scheduled up to sixty (60) hours and offered up to eighty-eight hours (88) in a two (2) week period. This is to include alternating full weekends.
- A part-time nurse who is temporarily replacing full-time nurse shall be considered full-time for the purpose of Article 15.
- 15.06 Casual employees shall fill out a designated hours of work form which will be given to the Supervisor, in writing, by the 15th of the previous month. Designated hours of work must include at least one (1) weekend per month (weekend defined as Saturday and Sunday), and at least four (4) days in a four-week period one day each week and must include working a minimum of four (4) Public Holidays as per Article 17. The designated hours of work must include at least one on call shift. Should the nurse fail to provide designated hours of work for a period of thirty (30) days, the Employer shall rely on the last submitted designated hours of work form.
- 15.07 Employees will be scheduled for available work assignments according to the following sequence:
- (a) full-time employees in order of seniority;
 - (b) part-time employees in order of seniority;
 - (c) casual employees in order of seniority.
- 15.08 Employees shall be scheduled in order of seniority in accordance with the above, subject to the following criteria:

- (a) the skills, ability and classification required to meet the Client's needs;
- (b) continuity of care giver; and
- (c) geographic area.

15.09 A nurse must make every effort to notify her Client Service Coordinator (24 hours/day) with not less than four (4) hours or a much notice as possible, before the start of work assignment of her inability to report for work due to sickness and/or personal emergency absences. It is the nurse's responsibility to keep the Employer informed of the status of their sick leave and to advise the Employer of the expected date of return to work.

15.10 (a) Full-time and part-time employees will be provided with a perpetually rotating master schedule covering at least a four (4) week period showing days on and days off. The employer will not make changes to the posted schedule without the consent of the nurse.

- (b) Nurses will be allowed to exchange work assignments. Such exchanges initiated by nurses shall not result in additional cost to the Employer in the form of overtime, premium payments or client scheduled care. All changes shall be approved in advance by the nurse's immediate supervisor.

15.11 Nurses will assess clients care needs and assign clients to the appropriate level of care.

15.12 Employer Contractual Obligations:

Nurses acknowledge the contractual requirements to report and obtain approvals for subsequent visits.

15.13 Daylight Savings Time:

Where there is a change to Daylight Savings time from Standard Time or vice versa, employees shall be paid for her actual hours worked.

15.14 Inclement Weather - Unsafe Travel

In the event of inclement weather and/or hazardous conditions, nurses should check the Environment Canada/Weather Network websites or local radio stations for up to date weather and road conditions before traveling. If nurses are unable to safely travel to a client's home due to inclement weather they shall call the office and advise of the contingency plan which may include transfer of accountability to another provider.

ARTICLE 16 – NURSE FILES

16.01 Any disciplinary record will be removed from the record of a nurse eighteen (18) months following the receipt of such disciplinary action provided that such nurse's record has been discipline free for the immediately preceding eighteen (18) months during which she has worked. Leaves of absence in excess of thirty (30)

continuous calendar days will not count towards the eighteen (18) months period noted above.

16.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practise or other employment related matters with respect to any nurse, such nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a nurse may review her file in the presence of her supervisor or designate with advance notice to the Employer.

16.03 Personnel File

A Nurse may request, in writing, an opportunity to view her personnel file in the presence of her Supervisor or delegated representative. The request shall be made at least one (1) week in advance of the review.

ARTICLE 17 – PUBLIC HOLIDAYS

17.01 (a) The Employer recognizes the following Public Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
	Family Day

(b) Public Holidays will be paid in accordance with the *Employment Standards Act, 2000*, as may be amended.

(c) A nurse who is required to work on any of the above named holidays shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday, in addition to the Public Holiday Pay for that day in accordance with the *Employment Standards Act, 2000*, as may be amended.

17.02 Request for time off at Christmas or New Year shall be submitted in writing to the Employer by October 15th. The schedule for the Christmas/New Year period shall be approved and posted by November 15th. The master schedule may be adjusted to allow for said scheduling requests over the Christmas /New Year period, between December 15th to January 15th.

17.03 Time worked on the holidays listed in 17.01 (a) between 0001 hours and 2400 hours shall be deemed to be work performed on the holiday and all work shall be paid at the rate of time and one-half the straight time hourly rate of pay.

17.04 Where a paid holiday falls during a full-time nurse's scheduled vacation period, her vacation shall be extended by one day unless mutually agreed to schedule a different day off. Where a paid holiday falls on a nurse's regular day off, an additional day off may be scheduled.

ARTICLE 18 – VACATION PAY AND ENTITLEMENT (Full-Time & Part-Time Nurses)

- 18.01 The vacation year is defined from January 1st to December 31st of the same year. Nurses are expected to take all of the vacation in the year it is earned. That is, this vacation is available to be taken as it is earned. Nurses may schedule vacation according to the vacation they will accrue that year.
- 18.02 Full-time nurses who reach an anniversary date increasing their vacation benefit level will begin to earn vacation at the new vacation benefit level as of the 1st of the month in which the anniversary date occurs.
- The anniversary date for increasing the vacation benefit for Part-time nurses shall be based on one year = 1500 hours worked. It is understood that each client visit will be considered as one hour worked for this calculation.
- 18.03 Nurses who have less than one (1) year of service as of December 31st will be granted one (1) days' vacation with pay based on 4% of gross earnings for each month of service to a maximum of ten (10) days.
- 18.04 Nurses with one (1) or more years of service as of their anniversary date on or before December 31st of the current year shall receive two (2) weeks' vacation with pay based on 4% of gross earnings.
- 18.05 Nurses with three (3) or more years of service as of their anniversary date on or before December 31st of the current year shall receive three (3) weeks' vacation with pay based on 6% of gross earnings.
- 18.06 Nurses with ten (10) or more years of service as of their anniversary date on or before December 31st of the current year shall receive four (4) weeks' vacation with pay based on eight percent (8%) of gross earnings.
- Nurses who currently enjoy a greater vacation entitlement than the above shall not lose said level of entitlement; the nurse shall be placed at their current entitlement level and red circled until such time that their entitlement level and years of service appropriately correspond.
- 18.07 Nurses with fifteen (15) years of service as of their anniversary date on or before the December 31st of the current year shall receive five (5) weeks' vacation with pay based on ten percent (10%) of gross earnings.
- 18.08 Full time employees shall accrue vacation and any vacation pay is based on actual vacation earned. There shall not be any accumulation of vacation from year to year. Any vacation not used in that year will be paid out on the final pay date of each year.
- 18.09 Scheduling and Approving Vacation
- (a) With their supervisor's approval, nurses may take vacation based on the vacation time already earned and that which will be earned in the current vacation year.

Request for vacations must be submitted, in writing, to the supervisor no later than March 15 each year. The supervisor will notify the nurse by April 20 if the vacation is granted. Seniority within the geographic area will govern where conflicts arise between requests of two or more nurses.

- (b) Request for vacation at other times of the year shall be made in writing as with as much notice as possible. Vacation request for this period will be approved or denied within one (1) week. Approval will on a first come first served basis.
- (c) An approved request cannot be cancelled or changed by the Employer without the agreement of the nurse.
- (d) Vacations granted during peak periods may be limited in order to ensure that client care demands can be met. Peak periods include:
 - December 15 to January 15 inclusive;
 - March School break; and
 - June 15 to September 15 inclusive

- 18.10 Part-time employees shall receive vacation pay in accordance to the applicable with entitlements as outlined in Articles 18.03 to 18.07 inclusive on each pay.
- 18.11 Casual employees shall receive vacation pay in accordance with the *Employment Standards Act*.
- 18.12 A full time nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation.
- 18.13 Requests for full vacation weeks supersede requests for single vacation days.

ARTICLE 19 – HEALTH AND WELFARE BENEFITS

- 19.01 The Employer agrees to implement the “Extendicare Group Benefits Plan 6B” and to make available to all employees, and the Union representative, a copy of the applicable plan.
- 19.02 Full-time and Part-time employees post ratification who qualify for benefits shall be eligible to participate in the Group Benefits Plan 6B. For clarity, the individual nurse’s participation in the Group Benefits Plan 6B is optional.
- 19.03 The Plan shall not form part of this Agreement and shall not be the subject of grievance or arbitration under this Agreement. The Employer’s only obligation with respect to benefits is the payment of its portion of the premiums. All disputes concerning benefits shall be matters exclusively between the employee(s) and the benefits carrier. Employees shall be responsible for the payment of all premiums for Critical Illness insurance, and such premiums shall be deducted from each employee’s wages. Where an employee does not earn

sufficient wages to cover the cost of the premiums, the employee is required to pay the premium amounts to the Employer.

- 19.04 The Employer shall provide not less than thirty (30) days' notice in the event of a change to the Plan terms, including but in no way limited to the benefits provider.

In the event of a change to the composition of the benefits provided for in the Plan, the Employer shall ensure that there is not a significant decrease in the overall level of benefits provided.

- 19.05 Nurses who are on layoff may continue to participate in benefit plans at their request provided they make arrangements to pay 100% of the premium and subject to the approval of the carrier.

19.06 Paid Sick Leave

Sick leave is payable when a nurse is absent from work due to legitimate personal illness or injury which is not compensable under the *Workplace Safety and Insurance Act*.

Full-time nurses with at least one year of service are entitled to 3 paid sick leave days per year, to a maximum of 7.5 hours daily.

Should a nurse be entitled to sick leave while on vacation the vacation bank will be restored with the same amount as entitled sick leave.

Nurses who currently enjoy a greater level of paid sick leave and/or short-term disability benefit will continue to receive the same level of benefit, unreduced, until such time that their position status changes; for clarity, the employer confirms that 3 current employees (C. Hockey; S. Miller; N. Pringle) fall in this category.

For any other nurse claiming that they enjoyed a greater level of paid sick leave and/or short-term disability benefit prior to first ratification, such nurse shall provide notice of such to the employer & union within 60 days of ratification, for the parties to address.

ARTICLE 20 – SKILLS DEVELOPMENT AND TRAINING

- 20.01 The Employer and the Union recognize the importance of ongoing professional development of staff.

- 20.02 In recognition of the importance of nurses continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow nurses to pursue educational opportunities.

- 20.03 It is expected that the following initial training for needed and required skills, the nurse will have the responsibility for maintaining on-going competence, by utilizing her skills in the workplace or attending in-service. Nurses shall maintain, at their own expense, a valid CPR Certificate.

- 20.04 When an employee is required by the Employer to attend any in-service program or e-learning within the Employer during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay.
- 20.05 When a nurse is required by the Employer to attend a mandatory in-service, training or courses outside of her regularly scheduled working hours, she shall attend and will be paid for time spent in attendance at such courses at her regular straight-time hourly rate of pay.
- 20.06 When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the Collective Agreement, the Employer shall grant leave of absence without pay which shall include the time required to write any examinations.
- 20.07 Technological Change
- When the Employer introduces new equipment, all staff shall receive training and on-going education in order to optimize maximum efficiency with the new equipment.

ARTICLE 21 – MISCELLANEOUS

- 21.01 The Employer shall provide a bulletin board in each office for the use of the Union to post notices to its members. Prior to posting, such notices must be approved by the District Director or designate.
- 21.02 Copies of Agreement
- A copy of this Agreement shall be issued to each nurse who is now employed or becomes employed during the term of this Agreement. The cost of printing the Agreement shall be equally shared between the Employer and the Union.
- 21.03 Pay will be deposited biweekly into the nurse's bank account by direct deposit with a statement of all deductions, premiums and changes. Subject to the return of all employer property, nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period. The cost of any damaged or lost equipment shall be deducted from the employee's final pay.
- 21.04 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 21.05 Errors on Paycheques
- In the event of an error in excess of one hundred dollars (\$100.00) in a nurse's pay, on request from the nurse, the Employer agrees to pay by an electronic funds transfer to the nurse within five (5) business days following the verification of the error.

In the event of an overpayment error on the employee's pay cheque, the Employer will arrange with the nurse a mutually agreeable repayment schedule, in accordance with the ESA.

- 21.06 In the event of a change to the pay date, the employer shall provide the union with 60 days' notice of such change.

ARTICLE 22 – OVERTIME AND PREMIUM PAYMENTS

22.01 No Pyramiding

There shall be no pyramiding or compounding of any overtime pay, premium pay or any other benefit provided for in this agreement.

22.02 Overtime

- (a) Overtime at the rate of time and one half (1½) an employee's regular rate of pay shall be paid for all hours worked in excess of eighty-eight (88) hours, averaged over a two (2) week period.
- (b) The Employer shall not schedule employee's hours of work which would result in the employees working in excess of eighty-eight (88) hours in a week averaged over a two (2) week period. For the purpose of this Agreement a work week commences at 0001 on a Monday. Should the employee agree to work in excess of eighty-eight (88) hours, averaged over a two (2) week period, they will be paid at the overtime rate set forth in 22.02 (a) above.
- (c) Employees agree they will not work in excess of eighty-eight (88) hours averaged over a two (2) week period without prior approval of their manager.

22.03 On Call

- (a) On call will be scheduled on a voluntary basis in order of seniority prior to the posting of the schedule. Shifts not covered by the voluntary process will be distributed amongst those full-time and part-time who have not volunteered to work or those who have volunteered the least to create an equitable schedule.
- (b) When a nurse is scheduled to be on call she shall receive on call pay in the amount of thirty-five dollars (\$35.00) per day and on Paid Holidays she shall receive seventy dollars (\$70.00) per day.
- (c) When a nurse is on call and is required to make a client visit she shall be paid the applicable visit rate including return kilometres to and from the client's home.

22.04 Shift and Weekend Premium

Effective date of ratification, one dollar (\$1.00) for all hours worked between 1700 hours to 0700 hours Monday to Thursday and from 1700 hours on Friday to 0700 Monday.

ARTICLE 23 – COMPENSATION

23.01 Wages shall be paid in accordance with Schedule “A” attached.

23.02 Mileage

- (a) Nurses will be paid a kilometre allowance of forty-two (\$0.42) per kilometre between client assignments where the nurse utilizes their own vehicle to travel between clients.
- (b) Regardless of the mode of transportation the kilometre allowance shall be calculated by the Employer’s electronic scheduling system based on the most efficient automobile route which takes into account estimated travel time for the time of day the visit is scheduled.
- (c) For clarity, mileage is not payable for assignments between clients within the building or complex.
- (d) For greater clarity kilometre allowance is payable only for the kilometres travelled between clients. It is not payable between a nurse’s home to the first client of the day or home from the last client of the day.

23.03 Exceptional Travel

- (a) for Nurses required to travel in excess of 90 kms in a day shall receive an additional one visit/ hourly rate
- (b) for Nurses required to travel in excess of 180 kms in a day shall receive an additional two visits/hours rate

Subject to the nurse is not paid travel time and mileage from her home to the first visit unless she is traveling more than 20 kms.

23.04 Salary rates shall be implemented within three (3) full pay periods from the date of ratification.

23.05 Related Clinical Experience for New Hires (RN and RPN)

The Employer shall have the discretion to determine the initial step level on the wage grid (Schedule A) of the newly hired worker prior to commencing their first day of work. Workers shall provide the Employer with verification of their past related clinical experience and the Employer will determine the placement on the grid based on the verification information. The maximum placement for related

clinical experience for new hires is Step 3. This placement is discretionary and not subject to a grievance.

ARTICLE 24 – PROFESSIONAL RESPONSIBILITY

24.01 In the event that a nurse has concerns about her client assignment, she is responsible for immediately notifying her supervisor, in writing, who will work with the nurse to develop a resolution plan. If the matter is not satisfactorily resolved, the nurse may raise her concern with the Director who will review the issue and facilitate a resolution of the matter.

ARTICLE 25 – EMPLOYEE RRSP DEDUCTIONS (Non-Employer Contributions)

25.01 At the request of the employee, the Employee can have payroll deductions on each pay be made to their RRSP vendor, Canada Life. The deductions shall be made bi-weekly and remitted to Canada Life on or by the 15th of the following month. The Employee shall be responsible to verify in writing the amount of the deduction towards their RRSP, establishing their RRSP account with Canada Life and providing the Employer with the necessary RRSP account information to facilitate such deposit(s).

ARTICLE 26 – DURATION

26.01 This Agreement shall be in effect until December 31, 2022 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

26.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) calendar days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

26.03 All terms of the Collective Agreement shall become effective upon date of ratification by both parties to the Agreement unless specifically stated otherwise in the agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Schedule “A”.

26.04 Retroactivity

Provisions which are expressly made retroactive shall apply to all employees in the bargaining unit on or after the date specified.

Retroactivity will be paid within four full pay periods (approximately 8 weeks) of the date of ratification or arbitration award. Retroactivity will be on the basis of hours paid or per visit based on the pay stubs. Retroactive pay will be paid via direct deposit to the employee.

DATED AT HUNTSVILLE, ONTARIO THIS 13TH DAY OF MAY, 2021.

FOR THE EMPLOYER

FOR THE UNION

"G. Crossman"

"S. Sawyer"
Labour Relations Officer

"M. Loring"
Bargaining Unit President

The above noted signatures shall also serve as agreement and approval of any and all Letter(s) of Understanding also attached herein.

SCHEDULE "A"

SALARY GRID

January 1, 2019 to December 31, 2019 0.7% lump sum

All employees shall be paid a lump sum equivalent to 0.7% of straight time hourly rate of the hours of work paid during the period of January 1, 2019 to December 31, 2019.

The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement. The payment is subject to statutory deduction. Any premium portion of overtime/premium pay hours does not count towards the calculation of paid hours work.

The lump sum payment shall be paid within three (3) full pay periods from the date of ratification.

January 1, 2020 to December 31, 2020 – effective January 1, 2020

Placement on the grid shall be on the step that result in an increase.

For clarity, the RN with current rate of pay of \$31.35 will move to Step 8 (\$31.74) and deemed to have 13,650 hours of work.

For clarity, the RPN with current rate of pay of \$25.54 will move to Step 8 (\$25.79) and deemed to have 13,650 hours of work.

January 1, 2021 to December 31, 2021 – Grid increase by 1%

January 1, 2022 to December 31, 2022 – Grid increase by 1%

Classification	Step	Hours	Hourly & Visit Rate Effective January 1, 2020	Hourly & Visit Rate Effective January 1, 2021	Hourly & Visit Rate Effective January 1, 2022
RN	1	0	\$28.42	\$28.70	\$28.99
	2	1950	\$28.89	\$29.18	\$29.47
	3	3900	\$29.37	\$29.66	\$29.96
	4	5850	\$29.84	\$30.14	\$30.44
	5	7800	\$30.32	\$30.62	\$30.93
	6	9750	\$30.79	\$31.10	\$31.41
	7	11700	\$31.27	\$31.58	\$31.90
	8	13650	\$31.74	\$32.06	\$32.38
	9	15600	\$32.21	\$32.53	\$32.86
	10	17550	\$32.67	\$33.00	\$33.33
RPN	1	0	\$23.02	\$23.25	\$23.48
	2	1950	\$23.42	\$23.65	\$23.89
	3	3900	\$23.81	\$24.05	\$24.29
	4	5850	\$24.21	\$24.45	\$24.69
	5	7800	\$24.60	\$24.85	\$25.10
	6	9750	\$25.00	\$25.25	\$25.50
	7	11700	\$25.40	\$25.65	\$25.91
	8	13650	\$25.79	\$26.05	\$26.31
	9	15600	\$26.19	\$26.45	\$26.71
	10	17550	\$26.58	\$26.85	\$27.12

Progression through the grid is based on 1,950 hours work for each step, capped at one step per calendar year.

Clarification Note: the hours of work on the grid are cumulative. For example, a RN with a start rate of \$28.42 (Step 1) on the grid January 1, 2020 may not have sufficient cumulative hours of work (1,950 hours) to move to Step 2 on the grid until the following year. The year-to-date "Hrs/Units" totals currently provided on the employee's pay-stub will be used as reference for determination of hours worked.

Applicable to this bargaining unit, for an Initial Client Visit, the hourly & visit rate paid shall be grandfathered to \$47.03 (RN) and \$38.31 (RPN).

APPENDIX "B"

O.N.A. GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF										
ONA LOCAL SECTION LOCALE DE L'AIO EMPLOYER EMPLOYEUR		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">STEP ÉTAPE</th> <th style="text-align: left;">DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR</th> </tr> <tr> <td style="text-align: center;">1.</td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td></td> </tr> </table>	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR	1.		2.		3.	
STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR									
1.										
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3.										
GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF									
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT										
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ										
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIO:								
	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:								
STEP ONE PREMIÈRE ÉTAPE ▶		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:								
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR								
STEP TWO DEUXIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:								
		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:								
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR								
STEP THREE TROISIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:								
		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:								
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR								
ON-09 REV. 01/2000 DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE										

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
MUSKOKA**
(Hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

RE: Conversion of Elect to Work Classification

Within sixty (60) days of ratification, the parties agree to meet to discuss the conversion of the former elect-to-work employees to either full time, part-time or casual status. The conversion will be determined by the average number of hours that the employee worked in the last six (6) months prior to ratification and the employee's election to remain casual or to move to either full time and/or part-time status.

The criterion for full time status is the employee must have worked in the range of sixty-one (61) to eighty-eight (88) regular hours of work in a two (2) week on average over the last six (6) months.

The criterion for part-time status is the employee must have worked in the range of thirty (30) to sixty (60) regular hours of work in a two (2) week period on average over the last six (6) months.

The former elect-to-work employees who do not qualify based on the above noted criteria shall remain casual.

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
MUSKOKA**
(Hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

RE: Long-term Disability Benefits

The Employer confirms that long-term disability benefits coverage shall continue, in the same manner that existed prior to ONA ratification, for the following three employees: C. Hockey, S. Miller, and N. Pringle.

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
MUSKOKA**
(Hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

RE: Employer Contribution to RRSP

The parties agree that one bargaining unit employee, C. Hockey, is entitled to an employer contribution RRSP.

The employer confirms that the Employer contribution to C. Hockey's RRSP shall continue while she remains in the bargaining unit and in the same manner and contribution level that existed prior to ONA ratification.

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
MUSKOKA**
(Hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

RE: Paid Holidays

The parties agree that one bargaining unit employee, J. Nielsen, is entitled to receive Civic Holiday as a paid holiday, in addition to the paid holidays as listed in Article 17.01.

The employer confirms that this paid holiday entitlement for J. Nielsen shall continue while she remains in the bargaining unit and in the same manner that existed prior to ONA ratification.