

COLLECTIVE AGREEMENT

Between:

**PARAMED HOME HEALTH CARE
OSHAWA/LINDSAY**
(Hereinafter referred to as the "Employer")

And:

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

Expiry: December 31, 2023

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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 wages, 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 by Paramed Home Health Care – Oshawa and Lindsay save and except Supervisors and person above the rank of Supervisor.*
- 2.02 It is agreed that the word “nurse” or “nurses” wherever used in this Agreement shall be deemed to refer a 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 shall mean and includes the masculine pronoun, where the context so applies. Where the singular is used, it may also be deemed to mean the plural within the appropriate context.

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 15.09.
- 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 15.09.
- 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 15.11. This shall not preclude the Employer from offering casual employees 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. 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.
- 3.08 The geographic regions are as follows:
Oshawa
Lindsay
- 3.09 The geographic areas are as follows:
Durham North
Durham East
Durham West
Haliburton
Kawartha Lakes
Peterborough

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 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; 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 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 an employee 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)*.

- (b) "Every person who is an employee 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 an employee 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 Return to Work

The parties recognize the duty of reasonable accommodation for individuals under the *Human Rights Code of Ontario* and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Employer and the Union agree to cooperate in complying with the *Ontario Human Rights Code*.

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 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 Association 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 Association.
- 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 three (3) nurse representatives for the purpose of dealing with grievances and conducting initial Union orientation. At least one (1) representative will primarily work in the Oshawa region will be the representative for Oshawa nurses and at least one (1) representative who primarily works in the Lindsay region will be the representative for the Lindsay nurses.

8.02 Grievance Committee

The Employer agrees to recognize a Grievance Committee of two (2) representatives in addition to the Bargaining Unit President, for the purpose of meeting with the Employer in the grievance procedure. One (1) representative who primarily works in the Oshawa region is the representative for Oshawa nurses and one (1) representative who primarily works in the Lindsay region is the representative for the Lindsay nurses.

It is understood that only one (1) employee representative shall participate in any grievance.

8.03 Union-Management Committee

There shall be a Union-Management Committee comprised of two (2) representatives of the parties. The Committee shall meet quarterly, unless otherwise mutually agreed. Agenda items to be discussed shall be exchanged in writing at least five calendar days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to nursing, professional practice, scheduling and workload issues. The Committee shall promote and provide for effective and meaningful communication.

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

8.04 Negotiating Committee

A maximum of three (3) negotiating representatives whose duties shall be to negotiate renewal agreements. One (1) representative who works in the Oshawa region is the representative for the Oshawa nurses, one (1) representative who works in the Lindsay region is the representative for the Lindsay nurses and the local president shall be the third representative.

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 each region.

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 moral 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.

Participants may connect via telephone or teleconference.

8.06 All joint Employer Union meetings noted above shall be scheduled where practical, during the nurse's working hours. The parties will schedule such

meetings at a mutually agreeable time. The Employer will provide replacement staff where operationally required.

- 8.07 Unless otherwise set forth in this agreement, all correspondence between the parties concerning the Collective Agreement shall be between the District Director (or his/her designate) and the ONA Labour Relations Officer
- 8.08 Union business shall not be conducted during working hours other than as specifically permitted by this agreement or with permission of the Employer.
- 8.09 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. Representative of the Union or a nurse representative shall not contact a client without first obtaining the Employer's written consent.
- 8.10 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.
- 8.11 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.
- 8.12 The Employer shall pay representatives and Committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Nurses on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.
- 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.
- 8.13 The Bargaining Unit may request the assistance of a Labour Relations Officer.
- 8.14 Representatives of the Association when required to attend a meeting with the employer when scheduled to work, will not suffer any loss of pay for 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.

- 8.15 During the orientation period of newly hired nurses, a nurse representative will be allowed up to thirty (30) minutes to acquaint them with the Union. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.
- 8.16 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.
- Union business shall not be conducted through the Employer's equipment, including but not limited to e-mail, text, cell phone, fax and photocopying, save and except when dealing with management.
- 8.17 The Employer will provide names of new hires to the Bargaining Unit President with contact information.

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.
- 9.02 A written grievance will indicate the nature of the grievance, a summary of the facts, and the remedy sought by the grievor.
- 9.03 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 nurses wish, however the unavailability of a grievance committee member will not impact on or extend the application of the timelines set out herein. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance.
- 9.04 Time limits fixed in the grievance and arbitration procedure may be extended only by written, mutual consent of the parties. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.

9.05 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. It is generally understood that a nurse has no grievance until she has first given the employer an opportunity to adjust her complaint.

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.

9.06 Group Grievance

Where a number of nurses have similar 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. If a group grievance could be filed, then it is agreed that individual grievances will not also be filed.

9.07 Discharge Grievance

- (a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released at the sole discretion of the Employer. 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.
- (b) Such grievance shall proceed to Step No. 2 of the grievance procedure and must be presented in writing, dated, and signed within (10) days following the discharge.

9.08 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.

9.09 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 ten (10) working days after the circumstances giving rise to the grievance have originated or occurred.

9.10 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.

9.11 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.

- 9.12 (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.

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 The arbitrator shall have no power to alter, add to, subtract from, modify or amend this agreement.
- 10.03 Each of the parties shall pay its own expenses including pay for witnesses and one-half of the expenses and fees of the Arbitrator.
- 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 (ie: 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 shall prepare a separate seniority list for part time, full-time and casual in each classification (RN and RPN) to be posted in the Employer's offices twice a year in the months of May and November, and at the time of a layoff. A copy of the seniority list shall also be sent to the Association. Any errors on the seniority list must be brought to the Employer's attention within thirty (30) calendar days after posting.
- 11.05 (a) Seniority for full-time nurses shall be defined as length of service with the Employer since last date of hire.
- (b) Seniority for all other nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1,500) hours paid will be equivalent to equal one (1) year of full-time service.
- 11.06 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 to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer or utilizes a leave of absence for purposes other than that for which the leave was granted.
- (f) fails to report for three (3) scheduled work assignments without notifying the Employer in advance, or without providing a satisfactory reason for such absences;

- (g) is laid off for a period of twenty-four (24) months.
- (h) uses any leaves provided for under this Agreement for any reason other than that for which it was granted or engages in gainful employment while on such leave.

11.07 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 or long term disability.
- (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*.

11.08 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;

11.09 A nurse's full seniority and service shall be retained by the nurse in the event that she is reclassified from full-time to part-time or in the event she moves from casual to part-time or vice versa. A nurse whose status is changed from full time to part-time 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 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.

11.10 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.

11.11 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.

11.12 Employer will continue to pay its share of the premiums for up to one (1) year while an employee is in receipt of WSIB benefits or pregnancy/parental leave, subject to the Employee paying their share of the premium.

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 absences shall not be granted for the purpose of seeking or working for another Employer.

12.02 Union Leave

Subject to operational requirements, leave of absence without pay to attend Association 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 Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.03 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.

12.04 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) Where a nurse is required by the Employer to attend any training program, course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such nurses for the time off from work as the result of attending the training program, course or workshop.
- c) 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.
- d) 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.

12.05 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.

12.06 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) The nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (e) A nurse shall be permitted to commence her pregnancy leave at any time within the seventeen (17) weeks before the expected date of delivery.
- (f) 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.
- (g) 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 twelve continuous months per pregnancy/parental.
- (h) 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 there is a reduction in the workload resulting in a surplus of nurses, all temporary positions will be cancelled and nurses filling those temporary positions will be returned to their home positions before effecting a lay-off
- 13.02 Where it is necessary to reduce the working force of nurses, the Employer will lay off nurses in reverse order of seniority within the geographic area or team, 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.
- 13.03 "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.
- 13.04 The Employer shall advise the Association, 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*.
- 13.05 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 Association.
- 13.06 No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.

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 in the branch office for seven (7) working days. The employer shall also distribute the notice of vacancy by email to all nurses. This shall not preclude the employer from filling positions temporarily during the posting procedure.
- 14.02 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 to fill the vacancy. If the applicants are not qualified to perform the work required, the Employer has the right to fill the vacancy externally.

- 14.03 Nurses who wish to apply for a posted position must submit an application in writing to the Employer within the seven (7) working day period referred to in Article 14.01.
- 14.04 A nurse may make written request for transfer to another region or area within this bargaining unit. Requests for transfer will be maintained by the Employer. Any such request shall be considered as an application for any job postings in the requested region or area.

ARTICLE 15 – HOURS OF WORK AND SCHEDULING

- 15.01 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.
- 15.02 The parties acknowledge the Employer has an obligation to meet their contractual requirements and client needs. Consequently, scheduling will be subject to those parameters.
- 15.03 Daylight Savings Time:
- Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee shall be paid for her actual hours worked.
- 15.04 Nurses will be scheduled for available work assignments in each branch subject to Article 15.05 in the following sequence:
- a) full-time nurses in order of seniority;
 - b) part-time nurses in order of seniority;
 - c) elect-to-work nurses in order of seniority;
 - d) casual nurses in order of seniority
- 15.05 Nurses shall be scheduled in accordance with the above, in order of seniority, 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.
- 15.06 A nurse must make every effort to notify her 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. It is the

nurse's responsibility to keep the Employer informed of the status of his/her sick leave and to advise the expected date of return to work.

- 15.07 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.
- 15.08 Full time and part-time employees will be provided with a rotation covering a two-week period showing days on and days off. Exchanging shifts will be approved provided that no additional cost to the employer results from such exchange of shifts. The Employer will not make changes to the posted schedule without notifying the nurse.
- 15.09 Full-time Nurses
- (a) Full-time nurses shall be scheduled up to eighty-eight (88) hours in a two (2) week period.
 - (b) Full time nurses shall not be required to work more than one (1) weekend in two (2), except in exceptional circumstances.
- 15.10 Part-time Nurses
- (a) Part-time employees shall be scheduled up to sixty (60) hours in a two (2) week period.
 - (b) The Employer shall endeavour to arrange work schedules so that part-time employees have at least one (1) weekend off in three (3). This shall not preclude the parties from agreeing to weekend workers.
 - (c) A part-time nurse who is temporarily replacing a full time nurse shall be considered full-time for the purposes of shift assignment.
- 15.11 Subject to staffing exigencies, a nurse who works Christmas/ Boxing Day shall not be required to work New Year's Eve Day/New Year's Day. The Employer will endeavour to rotate the requirement to work Christmas/Boxing Day with New Year's Eve Day/New Year's Day on alternate years. Time off at Christmas shall be defined as being off December 24th, 25th, 26th and time off at New Year's shall be defined as being off December 31 and January 1st.
- 15.12 Casual Nurses
- (a) Casual nurses shall advise their Branch, in writing by the 15th of the previous month, of their availability to be offered work assignments, which shall indicate day, evening or night shifts and the days of the week during which they are available for work.

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

15.14 Employer Contractual Obligations:

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

15.15 Scheduling Provisions

- (a) Work schedules shall be posted four (4) weeks in advance.
- (b) There shall be no split tours, except when a nurse requests.
- (c) If a nurse is required to work a consecutive weekend in violation of 15.09 and 15.10 below she will receive premium payment of 1 ½ times for all hours worked/visits on that weekend except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
 - ii) such nurse has requested weekend work;
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse;
 - iv) such weekend is worked in conjunction with a designated holiday.

ARTICLE 16 – NURSE FILES

16.01 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction 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
July 1 (Canada Day)	Boxing Day
Family Day	

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

(c) An employee who is required to work on any of the foregoing holidays shall be paid at the rate of one and one half (1 ½) times her regular straight time 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 amended from time to time.

17.02 Request for time off at Christmas or New Year's shall be submitted in writing to the Employer by October 15th. The schedule for the Christmas/New Year's period shall be approved by November 15th. The master schedule may be adjusted to allow for scheduling requests over the Christmas/New Year's 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 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 holiday falls on a full-time nurse's scheduled day off, an additional day off may be scheduled.

ARTICLE 18 – VACATION PAY AND ENTITLEMENT (FULL-TIME, PART-TIME, CASUALS)

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.

Vacation pay will be paid out to the employee when vacation is taken. The amount of vacation pay shall cover the vacation request. Requests for ad-hoc vacation payouts throughout the year will not be processed.

Accrued and unused vacation banks shall be paid out on a separate electronic deposit at the end of the vacation year.

Casual nurses shall be paid vacation pay on each pay cheque.

Notes: Full-Time and Part-time nurses who are currently receiving vacation pay on each pay cheque shall have the option to continue to do so.

- 18.02 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.
- 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 8% of gross earnings.
- 18.07 Scheduling and Approving Vacation
- (a) With their manager's approval, nurses may take vacation based on the vacation time already earned and that which will be earned in the current vacation year.
 - (b) Request for vacations must be submitted, in writing, to the Manager no later than March 15 each year. The Manager will notify the nurse by April 20 if the vacation, subject to operational requirements, is granted. Seniority will govern where conflicts arise between requests of two or more nurses. Nurses who work in teams will request vacation on alternate dates.

- (c) Request for vacation at other times of the year require at least one (1) month written notice. Vacation request for this period may be approved on a first come first served basis.
- (d) An approval request cannot be cancelled or changed by the Employer without the agreement of the nurse.
- (e) Vacations 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

- 18.08 A 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.
- 18.09 Casual employees shall receive vacation pay paid on each cheque in accordance with the *Employment Standards Act, 2000*.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

- 19.01 The Employer agrees to implement the Extencicare Group Benefits "6B" Plan and to make available to all employees, and the Union representative, a copy of the applicable Group Policy Handbooks.
- 19.02 Employees shall be eligible to participate in the Plan in accordance with the terms of the Plan.
- 19.03 The Plan shall not form part of this Agreement and shall not be the subject of a 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.

It is understood that there shall be no loss to any employee hired prior to December 17, 2017 resulting from the migration from the current Extencicare plan to Extencicare 6B plan.

19.05 Sick Leave

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

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 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.

20.07 Provided that an employee provides thirty (30) calendar days' notice in writing, an employee shall be entitled to leave of absence without pay from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College

of Nurses of Ontario. In the event the employee is scheduled to work the night shift immediately before the exams the Employer shall schedule the employee off.

ARTICLE 21 – MISCELLANEOUS

21.01 The Employer shall provide a bulletin board in each Branch 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 nurse'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 equal to or in excess of \$100 in a nurse's pay, on request from the nurse, the Employer agrees to provide a payment by an electronic funds transfer to the nurse within two (2) business days following the verification of the error.

In the event of an overpayment error on the employees 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. The parties agree to meet during the 60 day notice period to discuss the effects 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

Nurses 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. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required

22.03 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.

22.04 On Call

(a) Prior to the Posted Schedule

On call will be scheduled on a voluntary basis in order of seniority within the geographical area prior to the posting of the schedule. Prior to the posting of the on call schedule, shifts not covered by the voluntary process will be distributed amongst those full-time nurses and part-time nurses who have not volunteered to work or those who have volunteered the least to create an equitable schedule.

After the Posted Schedule

After the schedule has been posted, the following process for filling on call shifts shall apply:

- i) Shifts that become available after the schedule has been posted will be offered to those nurses who made themselves available for that shift prior to the posting of the schedule. Shifts shall be offered by seniority.
- ii) If the shift remains unfilled, the employer shall canvas for volunteers from all other nurses, and fill the shift with the senior nurse who volunteers.
- iii) If no volunteers, shifts not covered will be distributed amongst those full-time nurses and part-time nurses who have not

volunteered to work or those who volunteered the least to create an equitable schedule.

- iv) Nurses assigned to the on call shift as per ii) or iii) above, shall be paid two times (2x) the on call rate, if the assignment occurs with less than twenty-four (24) hours' notice.
- (b) When a Nurse is scheduled to be on call she shall receive on call pay in the amount of fifty dollars (\$50.00) per day and on Paid Holidays one hundred dollars (\$100.00) per day. For the purposes of this article, the Paid Holiday shift shall be the shift in which the majority of scheduled hours fall on the Paid Holiday. If on-call is split, the amount will be pro-rated.
- (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.
- (d) The purpose of On Call is to respond to client care needs that occur outside of the day and evening shifts, however, urgent visits, not including fills, not completed during the day or evening shift may be assigned to the on-call nurse. On Call nurses shall assess each client's needs and determine whether a visit is required.
- (e) If On Call nurses are required to work (including telephone assessments) during their On Call shift which prevents them from getting eight (8) hours free from work they shall inform coordination. In order to achieve eight (8) hours off between shifts, the nurse may request that her clients be reassigned and/or the start of her shift be delayed.
- (f) If the on-call nurse is unable to deal with a clinical issue over the telephone with the client and/or the evening nurse, she will be required to make a client visit. When a nurse is on call and is required to make a client visit she shall be paid 1.5 times the applicable visit rate including return kilometres to and from the client's home.
- (g) Nurses shall not be scheduled or assigned call shifts on their day(s) off, unless they volunteer to do so or otherwise agree.
- (h) On Call shall be scheduled from 1700 hours to 0700 hours Monday to Sunday.
- (i) Casual nurses may volunteer for on call assignments.

22.05 Recognition of Previous Experience for New Hires (Probationary Nurses)

The Employer shall have the discretion to determine the initial step level on the wage grid (Schedule A) of the newly hired nurse prior to commencing her first day of work. The nurse shall provide the Employer with verification of her 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.

22.06 On a day when a nurse is scheduled to work at the clinic and is required to do a visit, she shall continue to be paid the clinic rate, unless the care performed attracts a higher rate as per Schedule "A".

ARTICLE 23 – COMPENSATION

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

23.02 Kilometres

- (a) Nurses will be paid, if they provide their own vehicle, a mileage allowance of forty-six cents (\$0.46) per kilometre.
- (b) Claimable kilometres will be calculated using the Employer's program. Exceptions, if any, shall be investigated.
- (c) A nurse shall be paid an additional visit for each 90 kilometres required to travel between clients in a day.
- (d) A nurse will be paid mileage from her home to the first visit if she is traveling more than 20 kms.
- (e) The Employer will strive to assign nurses to clients in the same geographical area to maintain continuity for all parties, reduce travel time for nurses, provide better service, and enhance support to work teams with better access to supervision and support. It is recognized that nurses may have to travel outside their assigned geographical area from time to time based on operational needs to ensure all clients are seen.

When there is an operational need to see a client(s) outside of the geographic area or region, the Employer will first seek volunteers from the nurses within the region, and the senior qualified volunteer shall be assigned the client(s).

If there are no volunteers, the Employer shall assign qualified nurses based on their number of visits, seniority and with due regard given to an equitable distribution.

The employer will endeavour to ensure a nurse's client load will not be reduced if they volunteer or are assigned to client(s) outside of their geographic area or region.

If a nurse is required to travel outside of their geographic region they shall be compensated at 1.5 times the visit rate for all visits made outside of their geographic region.

- 23.03 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 24 – PROFESSIONAL RESPONSIBILITY/WORKLOAD

- 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 Client Service Manager who will review the issue and facilitate a resolution of the matter.

ARTICLE 25 - REGISTERED RETIRED SAVINGS PLAN CONTRIBUTION

- 25.01 The Employer shall continue to contribute up to three percent (3%) of an employee's gross wages to the Employee's Registered Retirement Savings Plan of those employees enrolled in the RRSP plan as of December 17, 2017. No contribution by the employee is required for the Employer to make such contributions. Employees may make additional voluntary contributions to their RRSP based on whole number percentages (example 1%, 2%, etc), up to the legal maximum entitlement of their plan.

It is understood that there shall be no loss of an Employer's contribution to any employee enrolled in the plan as of December 17, 2017.

ARTICLE 26 – DURATION

- 26.01 This Agreement shall be in effect from January 5, 2020, until December 31, 2023 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".

DATED AT Markham, ONTARIO, THIS 12th DAY OF May, 2022.

FOR THE EMPLOYER

Dorish Augustin

Director, Employee and Labour Relations

Rodney Lau

Chris Rinella

FOR THE UNION

Brandon Walker

Labour Relations Officer

Osheena Husaini

Bargaining Unit President

Christine Thomson

Schedule "A"

REGISTERED PRACTICAL NURSE (RPN) WAGE PROGRESSION					
Steps	Visits/Hours	Visit Direct	Hourly Direct	Initial Visits	Hourly Indirect
1	0-1949	\$23.25	Visit Rate	1.5 x Visit Rate	Visit Rate
2	1950	\$23.65	Visit Rate	1.5 x Visit Rate	Visit Rate
3	3900	\$24.05	Visit Rate	1.5 x Visit Rate	Visit Rate
4	5850	\$24.45	Visit Rate	1.5 x Visit Rate	Visit Rate
5	7800	\$24.85	Visit Rate	1.5 x Visit Rate	Visit Rate
6	9750	\$25.25	Visit Rate	1.5 x Visit Rate	Visit Rate
7	11700	\$25.65	Visit Rate	1.5 x Visit Rate	Visit Rate
8	13650	\$26.05	Visit Rate	1.5 x Visit Rate	Visit Rate
9	15600	\$26.45	Visit Rate	1.5 x Visit Rate	Visit Rate
10	17550	\$26.85	Visit Rate	1.5 x Visit Rate	Visit Rate
<p>All Nursing visit rates are inclusive of initial, ongoing, discharge, reporting, direct and indirect care.</p> <p>1% increase to the grid July 1, 2022</p> <p>1% increase to the grid July 1, 2023</p> <p>0.5% Lump Sum for Lindsay nurses, retroactive to January 5, 2020</p> <p>1% Lump Sum for Oshawa nurses, retroactive to January 5, 2020</p>					

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

WAGES - RN

Delete existing wage table for hourly, visit, and initial assessment and replace with wage progression tables below. 1% increase to all other specialty rates (specialty rates will be captured in the Collective Agreement). All wages effective date of ratification.

REGISTERED NURSE (RN) WAGE PROGRESSION					
Steps	Visits/Hours	Visit Direct	Hourly Direct	Initial Visits	Hourly Indirect
1	0-1949	\$28.70	Visit Rate	1.5 x Visit Rate	Visit Rate
2	1950	\$29.18	Visit Rate	1.5 x Visit Rate	Visit Rate
3	3900	\$29.66	Visit Rate	1.5 x Visit Rate	Visit Rate
4	5850	\$30.14	Visit Rate	1.5 x Visit Rate	Visit Rate
5	7800	\$30.62	Visit Rate	1.5 x Visit Rate	Visit Rate
6	9750	\$31.10	Visit Rate	1.5 x Visit Rate	Visit Rate
7	11700	\$31.58	Visit Rate	1.5 x Visit Rate	Visit Rate
8	13650	\$32.06	Visit Rate	1.5 x Visit Rate	Visit Rate
9	15600	\$32.53	Visit Rate	1.5 x Visit Rate	Visit Rate
10	17550	\$33.00	Visit Rate	1.5 x Visit Rate	Visit Rate

All Nursing visit rates are inclusive of initial, ongoing, discharge, reporting, direct and indirect care.

1% increase to the grid July 1, 2022, and year over year thereafter

0.5% Lump Sum for Lindsay nurses, retroactive to January 5, 2020

1% Lump Sum for Oshawa nurses, retroactive to January 5, 2020

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

Classification	Step	Hourly (Direct/Indirect) & Visit Rate Effective July 1, 2022	Hourly (Direct/Indirect) & Visit Rate Effective July 1, 2023
RN	1	\$28.99	\$29.28
	2	\$29.47	\$29.76
	3	\$29.96	\$30.26
	4	\$30.44	\$30.74
	5	\$30.93	\$31.24
	6	\$31.41	\$31.72
	7	\$31.90	\$32.22
	8	\$32.38	\$32.70
	9	\$32.86	\$33.19
	10	\$33.33	\$33.66
RPN	1	\$23.48	\$23.71
	2	\$23.89	\$24.13
	3	\$24.29	\$24.53
	4	\$24.69	\$24.94
	5	\$25.10	\$25.35
	6	\$25.50	\$25.76
	7	\$25.91	\$26.17
	8	\$26.31	\$26.57
	9	\$26.71	\$26.98
	10	\$27.12	\$27.39

Specialty Rates – RN

	Date of Ratification	July 1, 2022	July 1, 2023
Wound Care	\$63.18	\$63.81	\$64.45
ET (Oshawa)	\$81.11	\$81.92	\$82.74
ET (Lindsay)	\$64.45	\$65.09	\$65.74
Palliative Hourly & Visit	\$33.42	\$33.75	\$34.09
Clinic	\$40.70	\$41.11	\$41.52

Speciality Rates – RPN

	Date of Ratification	July 1, 2022	July 1, 2023
Palliative Hourly & Visit (Lindsay	\$28.84	\$29.13	\$29.42
Clinic	\$32.27	\$32.59	\$32.92

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
OSHAWA/LINDSAY**
(hereinafter referred to as the "Employer")

And:

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

Re: New Wage Grid Placement

Existing nurses shall be placed on the wage grid at the lowest step level that represents an increase, based on their base rate, effective the date of ratification.

For staff who get placed at Step 1 - 3 based on their current base rate, their service date will be used to determine if they should be placed at step 2, 3, or 4 depending on the initial placement.

If the base wage rate is above the wage grid, the nurse will be red circled at that higher rate.

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
OSHAWA/LINDSAY**
(hereinafter referred to as the “Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as the “Union”)

Re: Red-circled Employees Lump Sum

Any nurses currently receiving a rate above the new wage grid will be red circled at their current rate and receive the following:

Effective July 1, 2022 – 1% lump sum

A lump sum equivalent to 1% of all straight time hours paid during time period from the date of ratification to June 30, 2022.

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.

The lump sum payment shall be paid within three (3) full pay periods from July 1, 2022. Employees must be actively employed at the time of payment to be eligible.

Effective two-year Anniversary of Date of Ratification – 1% lump sum

A lump sum equivalent to 1% of all straight time hours paid during the time period from July 1, 2022 to June 30, 2023.

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.

The lump sum payment shall be paid within three (3) full pay periods from July 1, 2023. Employees must be actively employed at the time of payment to be eligible.

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
OSHAWA/LINDSAY**
(hereinafter referred to as the “Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as the “Union”)

Re: New System Implementation – Grievance Process

Paramed is planning on introducing a new Human Resources Information System during the life of this collective agreement. Paramed expects there to be minor administrative adjustments that will not negatively impact membership or violate the collective agreement.

It is understood, however, that with a transfer from one system to another that it is possible we will experience higher than normal volume of administrative errors. In an effort to have these issues expediently resolved, ONA and Paramed will develop a process outside the grievance articles of the collective agreement for these issues to be logged and dealt with in a timely manner. This process will be developed and agreed upon by the parties at least thirty (30) days prior to the expected implementation of the new system. The parties agree to use this process and not the grievance process for matters relating to this system implementation.

If a matter remains unresolved for longer than ten (10) business days, either party may initiate the appropriate steps of the grievance process.

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
OSHAWA/LINDSAY**
(hereinafter referred to as the “Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as the “Union”)

Re: New System Implementation – Job Posting

Paramed is planning on introducing a new Human Resources Information System (HRIS) during the life of this collective agreement, which includes an Applicant Tracking System (ATS).

Once the new system is live, job postings will be posted on the ATS and applicants will be required to submit applications directly through the ATS, and not by the means detailed in the collective agreement (e.g. “in writing”).

Any collective agreement requirements regarding notifying employees of job postings and notifying applicants of the successful candidates will be carried out by the ATS, and not by the means detailed in the collective agreement (e.g. via bulletin boards and email).

Where the System does not comply with the Collective Agreement language, the Collective Agreement will prevail.

The employer agrees to meet with the union 60 days in advance of implementation to review the applicant tracking system and ensure the spirit of existing collective agreement language is maintained.

The Union and employees will be provided with adequate notice and employees will be provided with training to ensure proper use and understanding of the new system.

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
OSHAWA/LINDSAY**
(hereinafter referred to as the “Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as the “Union”)

Re: Development of Master Schedule

Whereas the parties are desirous to create a master schedule for all full-time and part-time nurses;

The parties agree to meet at least 60 days in advance of the implementation of the master schedule to provide the Union the opportunity to give feedback on the new schedule. The parties will meet as reasonably necessary for the union to provide feedback and for management to respond.

In attendance at the meeting/meetings will be two (2) members of the bargaining unit, and two (2) members from the employer. Employees who attend the meeting/meetings will be paid for all time in attendance at committee meetings. The ONA Labour Relations Officer may be invited to attend the committee meetings by either party.

The master rotation shall not be implemented until management shares the plan with the Union and the Union has been provided the opportunity to give feedback.

The Union and the Employer may meet subsequent to the implementation and until the end of the Collective Agreement to identify and assist in the resolution of any scheduling concerns.

The master schedule shall be in compliance with the provisions of the Collective Agreement.

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
OSHAWA/LINDSAY**
(hereinafter referred to as the “Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as the “Union”)

Re: Availability

Within sixty (60) days of ratification, the employer agrees to offer all full-time nurses an eight (8) hour availability. This only applies to full-time nurses who currently have an availability greater than eight (8) hours. This does not apply to nurses working in the clinic. The nurse may reject this offer and maintain their current availability; however, no nurse will be required to be available for more than eighty-eight (88) hours per pay period.

LETTER OF UNDERSTANDING

Between:

**PARAMED HOME HEALTH CARE
OSHAWA/LINDSAY**
(hereinafter referred to as the “Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as the “Union”)

Re: Oshawa Nurses

The employer can hire new nurses in Oshawa to any step of the grid based on experience. This assessment of experience is at the discretion of the employer.