

**COLLECTIVE AGREEMENT**

Between:

**PARAMED HOME HEALTH CARE  
SAULT STE. MARIE**  
(Hereinafter referred to as the "Employer")

And:

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

Expires December 31, 2018

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – RECOGNITION AND SCOPE .....	1
ARTICLE 3 – DEFINITIONS .....	1
ARTICLE 4 – MANAGEMENT RIGHTS .....	2
ARTICLE 5 – NO DISCRIMINATION .....	2
ARTICLE 6 – NO STRIKES AND NO LOCKOUT .....	3
ARTICLE 7 - ASSOCIATION SECURITY .....	3
ARTICLE 8 - REPRESENTATIVES AND COMMITTEES .....	3
ARTICLE 9 – GRIEVANCE PROCEDURE .....	6
ARTICLE 10 – ARBITRATION MEDIATION PROCESS .....	7
ARTICLE 11 – SENIORITY .....	9
ARTICLE 12 – LEAVES OF ABSENCE .....	11
ARTICLE 13 – LAYOFF AND RECALL .....	14
ARTICLE 14 – JOB POSTING .....	14
ARTICLE 15 – HOURS OF WORK AND SCHEDULING .....	15
ARTICLE 16 – EMPLOYEE FILES .....	17
ARTICLE 17 – PUBLIC HOLIDAYS .....	17
ARTICLE 18 – VACATION PAY AND ENTITLEMENT (FULL-TIME AND PART-TIME NURSES) .....	18
ARTICLE 19 – HEALTH AND WELFARE BENEFITS .....	19
ARTICLE 20 – SKILLS DEVELOPMENT AND TRAINING .....	20
ARTICLE 21 – MISCELLANEOUS .....	21
ARTICLE 22 – OVERTIME AND PREMIUM PAYMENTS .....	21
ARTICLE 24 – COMPENSATION .....	22
ARTICLE 25 – PROFESSIONAL RESPONSIBILITY .....	22
ARTICLE 26 – DURATION .....	22
SCHEDULE “A” .....	25
SALARY GRID .....	25
APPENDIX “B” .....	26
O.N.A. GRIEVANCE FORM .....	26
LETTER OF UNDERSTANDING .....	27
RE: MASTER ROTATIONS .....	27
LETTER OF UNDERSTANDING .....	28
RE: ONA PROVINCIAL POSITIONS AND COMMITTEES .....	28

## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of the Agreement is to establish and maintain collective bargaining relations between the Employer and the Ontario Nurses' Association covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which may arise hereunder.
- 1.02 The parties to this Agreement undertake to work together towards the common objective of providing the best possible community health services.

## **ARTICLE 2 – RECOGNITION AND SCOPE**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered Nurses and Registered Nurses with a Temporary Class Certificate of Registration engaged in a nursing capacity at ParaMed Home Health Care Sault Ste. Marie save and except Client Service Specialist/Coordinator, Supervisor and those 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 only to a nurse or nurses in the bargaining unit as defined in Article 2.01.
- 2.03 Where the feminine pronoun is used in this agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.04 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 full-time nurse is employed on a permanent basis and is scheduled to work the standard hours of work as specified in Article 15.06.
- 3.03 A part-time nurse is employed on a permanent basis and is scheduled to work the standard hours of work as specified in Article 15.07.
- 3.04 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 15.08. This shall not preclude the Employer from offering casual employees ongoing client(s) in a predetermined schedule.
- 3.05 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 employee(s) by seniority subject to their availability who are currently providing care.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The Association 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 an 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 Association 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 Association, activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement or any applicable legislation.
- 5.02 The Association 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 The Association agrees that it will not conduct Association business except as expressly permitted by this Agreement or as expressly authorized in advance and in writing by the Employer.
- 5.04 The Employer and the Association recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Ontario Human Rights Code.

#### **ARTICLE 6 – NO STRIKES AND NO LOCKOUT**

- 6.01 The Association 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.

#### **ARTICLE 7 - ASSOCIATION SECURITY**

- 7.01 The Employer will deduct from each nurse covered by this agreement an amount equal to the regular monthly Association 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 Association shall inform the Employer of the amount of 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 Association 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 Association dues on the T4 slip of each nurse.

#### **ARTICLE 8 - REPRESENTATIVES AND COMMITTEES**

- 8.01 Nurse Representatives

The Employer agrees to recognize two (2) nurse representatives for the purpose of dealing with grievances and conducting initial Association orientation.

All Association committee Nurse Representatives will have completed the required probationary period prior to serving on any committees.

The parties recognize that a nurse representative has the responsibility to perform her regular duties and to represent employees on Association business. If a nurse representative must leave her regular duties for any period of time in order to attend to Association business, she will coordinate the time needed to fulfil these duties with her supervisor.

#### 8.02 Grievance Committee

The Employer agrees to recognize a Grievance Committee of two (2) representatives for the purpose of meeting with the Employer in the grievance procedure.

#### 8.03 Association-Management Committee

There shall be an Association-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 work load issues. The Committee shall promote and provide for effective and meaningful communication.

#### 8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee of two (2) representatives 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 Association 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 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.

- 8.06 Unless otherwise set forth in this agreement, all correspondence between the parties concerning the Collective Agreement shall be between the Executive Director (or his/her designate) and the Association Representative (or her designate).
- 8.07 Association 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. Representative of the Association or a nurse representative shall not contact a client without first obtaining the Employer's written consent.
- 8.09 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.
- 8.10 The Association shall keep the Employer notified in writing of the names of the current nurse representatives, committee members and any other officer of the Local Association 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 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.
- The Negotiating Committee members shall be paid any wages forfeited as a result of their attendance at negotiations and the Association agrees to reimburse the Employer for such wages paid.
- 8.12 The Bargaining Unit may request the assistance of a Labour Relations Officer.
- 8.13 During the orientation period of newly hired nurses, a nurse representative will be allowed up to fifteen (15) minutes to acquaint them with the Association. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.
- 8.14 The Association 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.

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, 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.

### 9.03 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 five (5) 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 five (5) 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 five (5) 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 five (5) days after presentation of the written grievance.

#### Step 2

Failing settlement at Step 1, the Union may within five (5) days, schedule a meeting with the Executive Director or designate. The grievor and grievance committee representative may be in attendance at the meeting. Should the matter not be resolved, it shall be referred to arbitration within then (10) days of the reply at Step 2.

### 9.04 Group Grievance

Where it appears that two (2) or more nurses have similar grievances, they may present a group grievance within the same time limits prescribed for an individual grievance. The grievor's name will be listed on or attached to the grievance form. If a group grievance could be filed, then it is agreed that individual grievances will not also be filed.



9.05 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 five (5) 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 an employee's or a group's individual grievance.

9.06 Employer Grievance

The Employer may institute a grievance against the Association 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.

9.07 Time Limits: Time frames referred to in this article are exclusive of weekends and paid holidays.

9.08 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.

9.09 No grievance may be submitted to arbitration which has not been properly carried through all the steps of the Complaint and Grievance procedure.

**ARTICLE 10 – ARBITRATION MEDIATION PROCESS**

10.01 When either party wishes to have a grievance referred to arbitration, it shall give written notice of such referral to the other party within the time limits set out in the Grievance Procedure, and at the same time appoint its nominee to the Arbitration Board. Within ten (10) working days the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Ministry of Labour shall have the power to effect the appointment upon the application of the party invoking the arbitration procedure. The two (2) nominees shall attempt to select, by agreement, the Chair of the Arbitration Board. Where the nominees cannot agree on the name of the Arbitrator, either party may request that the Ministry of Labour make the appointment.

10.02 The arbitrator hearing the grievance shall not have the power to add to, subtract from, modify or otherwise amend this Agreement in order to give any decision or award that is inconsistent with it.

10.03 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 association 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 from full-time to part-time status 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 separate seniority list for part time and full time to be posted in the Employer's office twice a year or 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.
- (a) Seniority for full-time nurses shall be defined as length of service with the Employer since date of last hire expressed in years.
  - (b) Seniority for part-time nurses shall be based on worked hours/visits accumulated since date of last hire. It is recognized that fifteen hundred (1,500) hours/visits worked will be equivalent to equal one (1) year of full-time service. However, in no circumstance will an employee accrue more than one (1) year of service in 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) a casual employee 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;

- (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;

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;
- (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 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.

11.09 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 three (3) months unless a longer duration is mutually agreed by the Association 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 normal hours of any bargaining unit member.

11.11 Service Accrual Language

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days and the employee's anniversary date adjusted accordingly. Employer will continue to pay its share of the premiums for up to one (1) year while an employee is in receipt of W.S.I.B. benefits or pregnancy/parental leave.

**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. Except in unusual circumstances a leave of absence other than for educational purposes will not be granted until one (1) year's continuous employment has been completed. Leaves of absence shall not be granted for the purpose of seeking or working for another Employer.

12.02 All leaves of absence without pay of more than one (1) month shall be without accumulation of seniority or service including, vacation, sick leave, or any benefits under this agreement.

12.03 Leave for Association Business

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 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.

#### 12.04 Jury 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 an employee is required to serve as a juror in any court of law or attend under subpoena as a witness in a court proceeding, the employee shall be granted a leave of absence without pay, but with accrual of seniority for any visits or shift/hours. The employee 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 an employee 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 employees' duties with the Employer, the employee shall be paid their regular rate for all hours attended at the Inquest provided that the employee:
  - i) notifies the employer immediately on the employee's notification that he will be required to attend at Court;
  - ii) presents proof of service requiring the employee'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

Nurses may be granted leave(s) of absence with or without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the nurse's professional development especially as it relates to her responsibilities. Selection shall be made from nurses who make application to attend. Such leave is granted at the discretion of the Employer. The granting of such leave shall not be arbitrary and will not be unreasonably denied.

#### 12.06 Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, child or stepchild, an employee 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 employees 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*, an Employee 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 an employee, the employee 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 employee 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) An employee 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 employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) An employee 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 employee 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) 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.
- (b) The nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (c) A nurse shall be permitted to commence her pregnancy leave at any time within the seventeen (17) weeks before the expected date of delivery.
- (d) 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.

- (e) 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.
- (f) 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 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.
- 13.02 "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 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*.
- 13.04 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 Association.

### **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. This shall not preclude the employer from filling positions temporarily during the posting procedure.
- 14.02 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.



- 14.03 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 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.
- 14.04 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 request are.

### **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 Full-Time, Part-Time and Casual employees. 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.
- 15.04 Employees will be scheduled for available work assignments subject to Article 15.04 in 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.
- 15.05 Employees 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 An employee must make every effort to notify her Client Service Specialist (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 employee's responsibility to keep the Employer informed of the status of their sick leave and to advise the expected date of return to work.
- 15.07 Full time and part-time employees will be provided with a perpetually rotating master rotation covering a two week period showing days on and days off. Changes to the posted schedule will be by mutual agreement of the parties

exchanging shifts 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 the consent of the nurse.

Changes will be communicated to the Client Service Specialist.

15.08 Full-time Employees

- (a) Full-time employees shall be scheduled up to eighty-eight (88) hours in a two (2) week period.
- (b) The Employer shall endeavour to arrange work schedules so that full-time employees have at least two (2) weekends off in four (4).

15.09 Part-time Employees

- (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.

15.10 Casual Employees

Casual employees shall advise the Branch, in writing by the 15th of the previous month, of their availability to be scheduled work assignments, which shall indicate day, evening or night shifts and the days of the week during which they are available for work.

15.11 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. Hours for the purposes of overtime include direct and indirect service time and travel time.
- (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 15.09 (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.

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

15.13 Employer Contractual Obligations:

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

## **ARTICLE 16 – EMPLOYEE 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 shall not count toward offsetting eighteen months.

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 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 24<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup> and time off at New Years shall be defined as being off December 31 and January 1<sup>st</sup>.

Request for time off at Christmas or New Years shall be submitted in writing to the Employer by November 15<sup>th</sup>. The master schedule may be adjusted to allow for scheduling requests over the Christmas/New Year's period, between December 15<sup>th</sup> to January 15<sup>th</sup>.

- 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 and Part-Time Nurses)**

- 18.01 The vacation year is defined from January 1<sup>st</sup> to December 31<sup>st</sup> 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 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 1<sup>st</sup> of the month in which the anniversary date occurs.
- 18.03 Nurses who have less than one (1) year of service as of December 31<sup>st</sup> will be granted one (1) day's 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 31<sup>st</sup> 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 31<sup>st</sup> of the current year shall receive three (3) weeks' vacation with pay based on 6% of gross earnings.

18.06 Nurses with eight (8) or more years of service as of their anniversary date on or before December 31<sup>st</sup> of the current year shall receive four (4) weeks' vacation with pay based on eight percent (8%) of gross earnings.

18.07 Nurses with fifteen (15) or more years of service as of their anniversary date on or before the December 31<sup>st</sup> of the current year shall receive five (5) weeks' vacation with pay based on ten percent (10%) of gross earnings

18.08 Vacation Entitlement (Casual Nurses)

Casual nurses will be paid vacation pay on each cheque in accordance with the schedule above 18.01-18.07. Casual nurses are entitled unpaid vacation time in accordance with the schedule above 18.01-18.07.

18.09 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.

Request for vacations must be submitted, in writing, to the Manager no later than March 15 each year. Subject to operational requirements, the Manager will notify the nurse by April 20 if the vacation 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.

(b) Request for vacation at other times of the year require at least one (1) months written notice. Vacation request for this period may be approved on a first come first served basis.

(c) 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

**ARTICLE 19 – HEALTH AND WELFARE BENEFITS**

19.01 The Employer agrees to implement the Group Benefits Plan (Billing Number 19758) (the "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 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 Sick Leave

Currently full-time staff with at 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 Association recognize the importance of ongoing professional development of staff.

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

- 20.03 Nurses with special skills or training will be identified as peer resource person and nurses will be encouraged to make use of these resource persons.

- 20.04 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.

- 20.05 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. Employees shall maintain, at their own expense, a valid CPR Certificate.

- 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.

**ARTICLE 21 – MISCELLANEOUS**

- 21.01 The Employer shall provide a bulletin board for the use of the Association to post notices to its members. Prior to posting, such notices must be approved by the Branch Manager 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 Association.
- 21.03 Pay will be deposited biweekly into the employee'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.

**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 On Call
- (a) When a Nurse is scheduled to be on call outside of her regularly scheduled working hours, she shall receive on call pay in the amount of fifty dollars (\$50.00) per day for 1630 to 0830 during the week, and on the weekend and Paid Holidays one hundred dollars (\$100.00) per day for 0830 to 0830.
  - (b) 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 client's home.
  - (c) On call will be scheduled on a voluntary basis prior to the posting of the schedule. Shifts not covered 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. The on-call schedule shall be posted on the 20<sup>th</sup> of the previous month.
- 22.03 Weekend Premium

Effective January 1, 2016, when a nurse is assigned to work on a weekend, she shall be paid a premium of sixty cents (\$0.60) per hour/visit for all hours worked between 0001 hours Saturday and 2400 hours Sunday. Effective January 1, 2017, increase to seventy cents (\$0.70), effective January 1, 2018, eighty cents (\$0.80).

#### **ARTICLE 24 – COMPENSATION**

- 24.01 Wages shall be paid in accordance with Schedule “A” attached.
- 24.02 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 shall only include all travel between clients except during on-call as set forth in 22.02 when kilometres are calculated to and from the nurse’s home.
  - (c) Claimable kilometres will be calculated using the employers policy currently Goldcare google maps. Exceptions, if any, shall be investigated.
- 24.03 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 25 – PROFESSIONAL RESPONSIBILITY**

- 25.01 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 26 – DURATION**

- 26.01 This Agreement shall be in effect until December 31, 2018 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 Sault Ste. Marie, ONTARIO THIS 18<sup>th</sup> DAY OF January, 2015.

FOR THE EMPLOYER

FOR THE UNION

Kathy Mastrangelo

David Cheslock  
Labour Relations Officer

Georgia Katajamaki

Allissa Frolick  
Bargaining Unit President

Barb Rankin

Lisa Palmer

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**SCHEDULE "A"****SALARY GRID**

<b>Step</b>	<b>Effective Jan 1/16</b>	<b>Effective Jul 1/16</b>	<b>Effective Jan 1/17</b>	<b>Effective Jul 1/17</b>	<b>Effective Jan 1/18</b>	<b>Effective Jul 1/18</b>
Start	25.07	25.20	25.33	25.45	25.58	25.71
After 1 year	26.20	26.33	26.46	26.60	26.73	26.86
After 2 years	27.71	27.85	27.99	28.13	28.27	28.41
After 3 years	28.39	28.53	28.68	28.82	28.96	29.11
After 4 years	29.41	29.55	29.70	29.85	30.00	30.15
After 5 years	30.42	30.57	30.73	30.88	31.03	31.19

Grid is effective date of ratification for employees who are not red circled.

Employees shall be red circled at their current rate of pay until such time as their years of service correspond to the above grid.

Full-time employees will progress on the grid according to their anniversary date.

Part-time employees will progress on the grid according to their hours of service. One year equals 1500 hours/visits.

**APPENDIX "B"**

**O.N.A. GRIEVANCE FORM**

<b>ONTARIO NURSES' ASSOCIATION</b> <b>ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO</b>									
<b>GRIEVANCE REPORT / RAPPORT DE GRIEF</b>									
ONA LOCAL SECTION LOCALE DE L'AIIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR GRIEVANCE NO. N° DU GRIEF								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">STEP ÉTAPE</th> <th>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.									
2.									
3.									
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT									
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ									
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:	SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO:								
STEP ONE PREMIÈRE 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:  SIGNATURE & POSITION OF EMPLOYERS 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:  SIGNATURE & POSITION OF EMPLOYERS 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:  SIGNATURE & POSITION OF EMPLOYERS 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 - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE							

**LETTER OF UNDERSTANDING**

Between:

**PARAMED HOME HEALTH CARE  
SAULT STE. MARIE**  
(Hereinafter referred to as the "Employer")

And:

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

RE: MASTER ROTATIONS

Prior to implementing a perpetually rotating master schedule, the Employer will meet with the Labour Management Committee to discuss the process for developing the initial schedules. However, the parties agree the Employer is solely responsible for scheduling.

DATED AT Sault Ste. Marie, ONTARIO THIS 18<sup>th</sup> DAY OF January, 2015.

FOR THE EMPLOYER

FOR THE UNION

Kathy Mastrangelo

David Cheslock  
Labour Relations Officer

Georgia Katajamaki

Allissa Frolick  
Bargaining Unit President

Barb Rankin

Lisa Palmer

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**LETTER OF UNDERSTANDING**

Between:

**PARAMED HOME HEALTH CARE  
SAULT STE. MARIE**  
(Hereinafter referred to as the "Employer")

And:

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

RE: ONA PROVINCIAL POSITIONS AND COMMITTEES

The parties agree to negotiate the terms of reference for any leave of absence should a member of the bargaining unit be elected to the position of President of the Ontario Nurses Association or to a position on the Provincial Board of Directors of ONA or to the College of Nurses of Ontario or the Registered Nurses' Association of Ontario.

DATED AT Sault Ste. Marie, ONTARIO THIS 18<sup>th</sup> DAY OF January, 2015.

FOR THE EMPLOYER

FOR THE UNION

Kathy Mastrangelo

David Cheslock  
Labour Relations Officer

Georgia Katajamaki

Allissa Frolick  
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