

COLLECTIVE AGREEMENT

Between:

PARA-MED HOME HEALTH CARE, CORNWALL

And:

ONTARIO NURSES' ASSOCIATION

Expiry Date: June 30, 2007

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – MANAGEMENT RIGHTS	1
ARTICLE 4 – NO DISCRIMINATION.....	2
ARTICLE 5 – NO STRIKES AND LOCKOUTS.....	2
ARTICLE 6 – UNION SECURITY	2
ARTICLE 7 – THE UNION COMMITTEES AND REPRESENTATIVES.....	3
ARTICLE 8 – COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE	4
ARTICLE 9 – SENIORITY & JOB SECURITY	6
ARTICLE 10 – PERSONNEL FILE	9
ARTICLE 11 – LEAVE OF ABSENCE	10
ARTICLE 12 – PAID HOLIDAYS	15
ARTICLE 13 – VACATION	16
ARTICLE 14 – INCOME PROTECTION.....	17
ARTICLE 15 – HOURS OF WORK & SCHEDULING.....	18
ARTICLE 16 – MISCELLANEOUS	21
ARTICLE 17 - BENEFITS	21
ARTICLE 18 – ORIENTATION AND INSERVICE	22
ARTICLE 19 – DURATION	23
ARTICLE 20 – COMPENSATION.....	23
SCHEDULE “A”	25
LETTER OF UNDERSTANDING	26
Re: Transportation Allowance	26
LETTER OF UNDERSTANDING	27
Re: Parking	27
LETTER OF UNDERSTANDING	28
Re: Uniforms	28
LETTER OF UNDERSTANDING	29
Re: Minimum Pay For Rural Visits	29
LETTER OF UNDERSTANDING	30
Re: Discharge Chart Audits	30

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory employment relations between the employer and the employees within the bargaining unit and to provide for the prompt settlement of grievances, to establish and maintain satisfactory working conditions and wages.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible Community Health Services.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all registered nurses employed in a nursing capacity by ParaMed Home Health Care in the City of Cornwall, save and except Supervisors and persons above the rank of Supervisor.
- Clarity Note: Excluding as well the Nursing Co-ordinator which would be deemed to be a Supervisor.
- 2.02 (a) The employer recognizes the following categories of employees:
- i) A full-time employee is an employee who is regularly scheduled to work seventy (70) hours bi-weekly.
 - ii) A part-time employee is an employee compensated on a per visit basis or paid by the hour, who is not in a regularly scheduled full-time position of seventy (70) hours bi-weekly.
 - iii) A shift employee is an employee who is scheduled to work on an hourly basis.
- 2.03 A registered nurse is defined as a person who holds a Certificate of Competence from the College of Nurses in Ontario, in accordance with the Health Disciplines Act, which nurse or nurses are within the bargaining unit.
- 2.04 Wherever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the contents so requires. Where the singular is used, it may also be deemed to mean the plural.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer.
- (a) To determine and establish standards procedures for the care, welfare, safety and comfort of the client in the community.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and

practices from time to time to be observed by its employees and to alter such rules and regulations from time to time.

- (c) To hire, discharge, transfer, layoff, recall, promote, demote, assign areas of responsibility, suspend or otherwise discipline employees for just cause, provided that a claim of transfer, promotion, or demotion contrary to the terms of this Agreement or a claim that an employee who has completed her probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (d) To plan, direct, and control the work of employees. This includes the right to introduce new and improved methods, equipment and to control the amount of supervision necessary, work schedules and the increase or reduction of personnel in a particular area or overall.
- (e) To exercise those rights, powers, functions or authority which are not specifically abridged or modified by this Agreement.

3.02 The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 There will be no discrimination, interference, intimidation, restriction or coercion by the Employer or the Union against any employee because of her membership or non membership in the Union or activity or lack of activity on behalf of the Union or by reasons of exercising her rights under the Collective Agreement.
- 4.02 It is agreed that there will be no discrimination by the Employer or the Union on the basis of race, creed, colour, national origin, sex, marital status, age, political or religious affiliation, or any other factor which is not pertinent to the employment relationship.
- 4.03 The Union agrees that there will be no Union activity on the Employer's premises without permission of the Employer or as specifically provided for in this Agreement.
- 4.04 The Union and the Employer agree to abide by the Ontario Human Rights Code.

ARTICLE 5 – NO STRIKES AND LOCKOUTS

- 5.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts, during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given to them in *the Labour Relations Act*, R.S.O. 1990, as amended.

ARTICLE 6 – UNION SECURITY

- 6.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this agreement a sum of the monthly Union dues of each employee.

The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer, will send to the Ontario Nurses' Association in the following month, its cheque for the dues so deducted along with a list of names and the amount of such deductions for each employee.

The list will show the employee's name, social insurance number, address, and will indicate if employees are terminated.

It is agreed that the employee will provide written authorization to the employer to provide the social insurance number to the union.

- 6.02 The Employer shall provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year.
- 6.03 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.

ARTICLE 7 – THE UNION COMMITTEES AND REPRESENTATIVES

7.01 The Employer will recognize the following representatives from the bargaining unit:

- (a) A maximum of three (3) negotiating representatives whose duties shall be to negotiate renewal agreements.
- (b) Two (2) employee representatives who shall be responsible for handling all grievances.

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

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

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

7.02 The Union will supply the Employer with the names of its representatives and changes thereto.

7.03 An employee shall first obtain permission from her Supervisor and, in conjunction with the Coordinator, reorganize her schedule in order to attend to Union business in the Branch, during scheduled business hours.

- 7.04 The Employer agrees that when employees are required to serve on committees as provided for in this Collective Agreement, including grievance meetings, an employee will be compensated for scheduled time lost and/or scheduled visits missed for up to one (1) hour at the straight time hourly rate.
- 7.05 The Employer agrees that there shall be a Joint Health and Safety Committee that shall operate in accordance with requirements of the Occupational Health and Safety Act, R.S.O. 1980, as amended.

ARTICLE 8 – COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort shall be made to settle such differences within ten (10) calendar days of the occurrence. The employee shall first discuss the complaint informally with the Nursing Supervisor at the first opportunity. Failing settlement, it shall be taken up as a grievance under Step 1, below.

Step No. 1

If further action is to be taken, then within fourteen (14) calendar days of the discussion, the employee, who may request the assistance of her employee representative, shall submit the written grievance to the Branch Manager. A meeting will be held between the parties within fourteen (14) calendar days of the filing of the grievance. The Branch Manager shall render a written decision to the Union within ten (10) calendar days following the date of such meeting.

Step No. 2

Should the Branch Manager fail to render her decision or failing settlement of any grievance under the foregoing procedure, including any questions as to whether a matter is arbitrable, the grievance may be referred to arbitration by either party. If no written notice of intent to submit the matter for arbitration is received within fourteen (14) calendar days after the decision under Step No. 1 is received, the grievance shall be deemed to have been settled or abandoned.

- 8.02 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor.
- 8.03 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. 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.
- 8.04 In all steps of this grievance procedure an aggrieved nurse, if she so desires may be accompanied by or represented by her nurse representative. At Step 1 of the grievance procedure a Labour Relations Officer from the Ontario Nurses' Association may be present at the request of either party.

8.05 Group Grievance

Where it appears that two or more employees have the same grievance or the same type of grievance, the Union may process the grievances simultaneously and consecutively at all levels of the grievance procedure in accordance with Article 8.01.

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

8.07 Discharge Grievance

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 based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.

A discharge grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within seven (7) calendar days following the discharge.

8.08 If an employee is to be reprimanded or disciplined, she may have an employee representative present if she so requests. In the case of suspension and or discharge the Employer shall notify the employee of this right in advance.

8.09 Letters of discipline shall be removed from the employee's file eighteen (18) months following the receipt of such letters provided the employee's disciplinary record has remained discipline free over the eighteen (18) month period.

8.10 Policy Grievance – Union Grievance

The Union may institute a grievance alleging a general misinterpretation or violation of this agreement by the Employer, by submitting a written grievance at Step 1 within twenty-one (21) calendar days after the circumstances have occurred. A meeting will be held between parties within fourteen (14) calendar days and the Employer shall reply within fourteen (14) calendar days and failing settlement, the matter may proceed to arbitration. This clause may not be used to institute a grievance affecting an employee(s) which such employee(s) could initiate. This section shall not apply to disciplinary grievances or application of competitive clauses under this agreement.

8.11 Policy Grievance – Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Union or any employee by filing a written grievance with the Labour Relations Officer with a copy to the Bargaining Unit President within twenty-one (21) calendar days after the circumstances have occurred. A meeting will be held between the parties within fourteen (14) calendar days. The Union shall reply within fourteen (14) calendar days after the meeting, and failing settlement, the matter may be referred to arbitration.

8.12 Arbitration

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 name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within fourteen (14) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

8.13 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

8.14 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

8.15 No person may be appointed as an appointee to an Arbitration Board who has been involved in an attempt to negotiate or settle the particular grievance concerned.

8.16 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.

8.17 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement.

8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own appointee to the Arbitration Board and one-half of the expenses and fees of the Chairman.

8.19 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.

ARTICLE 9 – SENIORITY & JOB SECURITY

9.01 Seniority and service is the ranking of employees in accordance with their continuous length of employment from the date of last hire.

- 9.02 The Employer shall post a seniority list of employees covered by this Agreement by January 31st and July 31st of each year, with copies to the Union.
- 9.03 (a) A newly hired full-time employee must complete a probationary period of four hundred and fifty (450) hours worked.
- (b) A newly hired part-time employee must complete a probationary period of six hundred (600) visits or a period of six (6) calendar months, whichever occurs first.
- 9.04 Employees not regularly scheduled to work seventy (70) hours bi-weekly shall accumulate seniority on the basis of one year's credit for each fifteen hundred (1500) paid visits.
- 9.05 All seniority, illness, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when she is re-classified from full-time employment to part-time employment and from part-time employment to full-time employment.
- A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of 1500 visits paid being equivalent to one (1) year of full-time seniority and service and vice versa. In addition, an employee whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.
- 9.06 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
- (a) when on approved leave of absence with pay;
- (b) when in receipt of illness allowance paid by the Employer, or on unpaid sick leave exceeding 14 calendar days, supported by a medical certificate, for up to 24 months.
- (c) when in receipt of WSIB for up to twenty-four (24) months as the result of injury or illness incurred while in the employment of the Employer;
- (d) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (e) when on pregnancy or parenting leave. (For greater clarity service is accumulated for purposes of vacation entitlement and advancement on the salary grid only for the duration of the statutory leave consistent with the *Employment Standards Act*.)
- (f) Part-time employees will accumulate seniority on the basis of their normal weekly hours calculated over the preceding 26 weeks.
- 9.07 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:
- (a) when on an approved leave of absence without pay, exceeding thirty (30) consecutive calendar days, except as provided in Article 9.06;

- (b) when absent due to layoff for a period of twenty-four (24) calendar months;

9.08 An employee shall lose all seniority and shall be deemed terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent from work for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than twenty-four (24) calendar months;
- (e) retires.

9.09 (a) A full-time vacancy in the bargaining unit shall be posted for fourteen (14) calendar days. The posting shall stipulate the hours of work, qualifications, classification and geographic location.

- (b) Applicants for the posted position must apply in writing to the Nursing Supervisor. Where two or more employees apply the Employer shall consider skills, ability, experience and qualifications. Where these factors are relatively equal, seniority shall govern.

- (c) If no internal applicant applies or is qualified to perform the required work, the Employer will fill the vacancy from outside the bargaining unit.

- (d) A part-time employee wishing to work in a different geographic area may submit her request in writing. When there is an opening, her request will be considered based on the factors set out in (b) above providing that client and geographic considerations can be accommodated.

In the event that the Employer makes a major re-assignment of nursing personnel, the Union and employees affected will be advised in advance and given the opportunity for input.

9.10 Layoff and Recall

- (a) A layoff of employees shall be made on the basis of seniority, within separate full-time and part-time seniority lists. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work part-time provided that the employees remaining are qualified and able to do the available work.

Recall to part-time or full-time positions shall be in reverse order of seniority. An employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.

The Employer and Union will meet to discuss the layoffs at the earliest opportunity. This discussion will include the service which the Branch will undertake after the layoff.

(b) Layoff and Recall – Long Term

In the event of a pending layoff of a permanent or long-term nature, the Employer will, where possible;

- i) Provide the local Union with no less notice than sixty (60) days notice.
- ii) Meet with the Union to review the following:
 - (a) the reasons causing the layoff;
 - (b) the service which the Branch will undertake after the layoff;
 - (c) the method of implementation, including areas of cutback and the employees to be laid off.

It is understood that permanent or long-term nature means a layoff which will be longer than thirteen (13) weeks.

Where possible, notice of layoff shall be in accordance with the *Employment Standards Act*.

9.11 Transfers Out of the Bargaining Unit

- (a) An employee who substitutes temporarily in a position outside the bargaining unit shall be covered by the Collective Agreement for the duration of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy.
- (b) An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous positions.

ARTICLE 10 – PERSONNEL FILE

10.01 When an employee receives an evaluation, performance appraisal, progress report or assessment related to job performance she will given the opportunity to review the document, indicate any area of disagreement, sign it and receive a copy. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

10.02 Having provided a written request to the Branch Manager at least one (1) calendar week in advance, an employee shall be entitled to look at her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Branch Manager or her designate, at a mutually satisfactory time.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 The Branch Manager may grant a request for leave of absence for personal reasons provided that she receives at least one (1) month's clear notice, in writing, (unless impossible) and that such leave may be arranged without inconvenience to the normal operations. Employees when applying for such leave shall indicate the proposed date of departure and return. A written reply shall be given within fourteen (14) calendar days of such request except in case of emergency. Such leave shall not be unreasonably withheld.

11.02 (a) **Union Leave**

Upon written request, leave of absence without pay shall be granted to employees for Union business. Permission for such leave will not be unreasonably withheld.

Leave of absence will be granted according to the following:

- i) No more than two (2) employees shall be on leave at any one time.
- ii) The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.
- iii) The Employer shall not be responsible for overtime payment for any employee who may be required to work in place of another employee who is absent on Union business.
- iv) The Union will give at least two (2) weeks' notice when possible.

(b) **Board of Directors**

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. Employees shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(c) **President, Ontario Nurses' Association**

Upon application, in writing, by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) years. The employee shall continue to accrue seniority and service during her absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The employee agrees

to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

(d) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

- (e) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b), (c) and (d) above, and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and RRSP and/or percentage in lieu contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

11.03

Pregnancy Leave

1. (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provisions.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee 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 employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

Sub Plan

2. (a) An employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to the Employment Insurance System, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's

Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be based on her average weekly earnings paid by the Employer over the twenty-six (26) weeks prior to the date that the leave commenced.

- (b) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (c) In any week, the total amount of SUB payments and the weekly rate of EI benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Parental Leave

- 3. (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.
- (b) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (c) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.
- (d) For the purposes of parental leave, the provisions under 1. (a) and (c) shall also apply.

11.04

Professional & Education Leaves

Leave of absence with or without pay may be granted to an employee at the discretion of the Employer, to attend professional and education meetings, courses or other events which may be judged beneficial to the employee's

professional development, especially as it relates to her responsibilities with the Employer.

Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.

11.05 Compassionate Leave

- (a) Upon the death of an employee's spouse, parent, child or stepchild, a nurse shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Branch.
- (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) consecutive days without loss of pay around the date of the funeral provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.
- (d) Payment in (a) and (b) above is for scheduled days only and is based on the employee's regular pay for her scheduled hours or visits.
- (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, vacation pay or sick pay.

11.06 Jury & Witness Duty

- (a) An employee required to serve on jury duty, or as a witness of the Crown, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, shall have her regular earnings maintained. The employee will reimburse the Employer for fees received less expenses in any of the above instances.
- (b) An employee will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend at court and then report for duty the same day.
- (c) An employee will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours she shall not be required to attend work for her night shift commencing later that day.

- (d) The employee shall notify the Branch Supervisor, as soon as possible, when required to serve under any of the above circumstances.

11.07

Leave of Absence Rules

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Seniority, service, sick leave credits, vacation credits or any other benefits under any provision of the Collective Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (d) Benefits will accrue from the date of return to employment following such leave of absence. No employee will accumulate seniority, illness allowance or earned vacation nor will other benefits be paid or accrue while on leave of absence unless otherwise stated, but seniority established at the point of leave will be reinstated on return to work. While an employee is on pregnancy or parental leave seniority will be accumulated.
- (e) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and, the new anniversary date shall prevail thereafter.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence, pregnancy/parenting leave or WSIB for up to fifteen (15) months.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.07 (e), when an employee is on an educational leave under Article 11.04 above, she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on the employee's average seniority earned over the last twenty-six (26) weeks prior to the Leave of Absence.

ARTICLE 12 – PAID HOLIDAYS

12.01 Full-time employees who qualify shall receive the following paid holidays:

New Year's Day	Labour Day
2 nd Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	1 Float Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

In order to qualify for a float day, an employee must have been employed for six (6) months. Float days may be taken at a mutually agreeable time between the Employer and the employee within a calendar year.

12.02 If an additional permanent statutory holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the Second Monday in February specified above. The intent is that there will be no more than twelve (12) paid holidays per year for the duration of this Agreement.

12.03 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work, had there been no holiday, at her regular rate of pay.

12.04 In order to qualify for holiday pay a full-time employee must work her full scheduled shift immediately preceding and immediately following the holiday except where the employee is absent due to illness or approved leave of absence. If the employee is absent on a paid holiday when scheduled to work she shall forfeit all pay for the holiday unless due to illness or approved leave of absence.

A full-time employee who qualifies for holiday pay will be eligible for one (1) day's holiday pay during any one (1) period of illness. An employee who qualifies for holiday pay and is absent due to illness or injury shall not also claim payment from income protection credits.

12.05 Full-time employees will be paid at the rate of one and one-half (1 ½) times their applicable hourly rate for work performed on paid holidays, as set out in paragraph 12.01. Such employees shall also be entitled to an additional day off with pay at a mutually agreeable time within thirty (30) days following the holiday. Failing mutual agreement as to the scheduling of the lieu day, the Employer may schedule such lieu day or pay one day's pay.

12.06 Unless a full-time employee requests otherwise, when she is scheduled off on a paid holiday which falls on a Monday or a Friday, the Employer shall also schedule the employee off the Saturday and Sunday in conjunction with such holiday, and vice versa.

12.07 A part-time employee or shift employee who is required by the Employer to work on any of the holidays set out below shall receive time and one-half (1 ½) their applicable visit rate or hourly rate for all visits or hours worked on the holiday.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day

Canada Day
Civic Holiday

Boxing Day

Part-time employees and shift employees are not eligible for holiday pay.

- 12.08 The Employer will endeavour to arrange the paid holidays to be divided equitably among the employees in the Branch.

ARTICLE 13 – VACATION

- 13.01 For the purposes of calculating eligibility, the vacation year shall be from July 1st to June 30th of the following year.
- 13.02 Vacation time will be allotted as mutually agreed between the individual employee and the Employer.
- 13.03 Vacations are not cumulative from year to year and all vacations must be taken by June 15th following the June 30th cut-off date. Employees may not waive a vacation and draw double pay.
- 13.04 Full-time employees who have not completed one (1) year of service as of the June 30th cut-off date will be granted one (1) day of vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings paid by the Employer during the vacation year.
- 13.05 Full-time employees with one (1) year of service on or before June 30th of the current year shall receive three (3) weeks vacation. Vacation pay for each week of entitlement for such employees will be the equivalent of regular (non-overtime) weekly earnings paid by the Employer.
- 13.06 Full-time employees with eight (8) years of service on or before June 30th of the current year shall receive four (4) weeks vacation. Vacation pay for each week of entitlement for such employees will be the equivalent of regular (non-overtime) weekly earnings paid by the Employer.
- 13.07 Full-time employees with fifteen (15) years of service on or before June 30th in any year shall receive five (5) weeks vacation. Vacation pay for each week of entitlement for such employees will be the equivalent of regular (non-overtime) weekly earnings paid by the Employer.
- 13.08 When a full-time employee's employment is terminated for any reason, payment for vacation earned but not taken will form part of such employee's termination pay.
- 13.09 **Illness During Vacation**

Where a full-time employee's scheduled vacation is interrupted due to a serious illness which required hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization. Where the employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period

of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

13.10 Vacation Pay for Part-time and Shift Employees

Vacation pay for part-time employees and shift employees will be four percent (4%) of their gross earnings paid by the Employer paid on each bi-weekly pay.

Part-time and shift employees with 1500 visits and/or hours or more before June 30th of any year will receive six percent (6%) of their gross earnings paid by the Employer.

Part-time and shift employees with 12,000 visits and/or hours or more before June 30th of any year will receive eight percent (8%) of their gross earnings paid by the Employer.

Part-time and shift employees with 22,500 visits and/or hours or more before June 30th of any year will receive ten percent (10%) of their gross earnings paid by the Employer.

- 13.11 Part-time and shift employees who elect in writing to do so, may accrue vacation pay to be paid out when taking their vacation. Vacation accrued in any calendar year that is not paid out by December 31, of that year will be paid out within the first 3 calendar months of the subsequent year.

ARTICLE 14 – INCOME PROTECTION

- 14.01 Income protection is payable when a full-time employee is absent from work due to personal illness or injury which is not compensable under the *Workplace Safety and Insurance Act*. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of illness.

- 14.02 Full-time employees who have not completed their probation shall not be entitled to income protection. Employees who have completed their probationary period shall be credited with thirty-one and one-half (31 ½) hours of income protection and shall then accumulate income protection credits at the rate of ten and one-half (10 ½) hours per one hundred and fifty and one-half (150 ½) paid hours excluding paid sick leave.

Once these credits are earned they may be used when illness forces the employees to remain away from work. Income protection used will be deducted from the total credits accumulated.

- 14.03 Employees shall receive credits for all unused income protection accumulated by them since date of hire.

- 14.04 All unused income protection may be accumulated up to a maximum of five hundred and twenty-five (525) hours.

- 14.05 An employee absenting herself on account of personal illness or injury must notify the Employer on the first day of illness before the time the employee would normally report to work. Failure to give reasonable notice unless such failure is unavoidable may result in loss of income protection for that day of absence and all other scheduled working days until reasonable notification is given.
- 14.06 During any illness or injury, the employee will notify the Employer of her intention to return to work as far in advance as possible.
- 14.07 Full-time employees whose income protection credits are exhausted must apply in writing for further leaves of absence without pay according to the provisions of Article 11 hereof.
- 14.08 An employee may be required to produce proof of disabling sickness or injury in the form of a medical certificate from a qualified medical practitioner for any absence.
- 14.09 Payment for income protection shall be equal to the employee's regular wage (exclusive of overtime, shift premiums, etc.) for hours regularly scheduled to work.
- 14.10 Income protection benefits are not payable for any illness or injury compensable under the *Workplace Safety and Insurance Act*.
- 14.11 The Employer agrees to inform each employee upon his/her request of their total sick credits accumulated to date.
- 14.12 Where an employee who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for WSIB, that employee may utilize her sick leave credits, accumulated to date provided the employee has not received payment from the WSIB and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from WSIB if her claim was approved or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the employee will submit a written undertaking that any payment will be refunded to the Employer following final determination of the claim by the WSIB. If the WSIB does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue until the employee has exhausted her sick leave credits.
- 14.13 Medical Certificates
- If the Employer requires the employee to obtain a medical certificate, the employer shall pay the cost of the certificate.

ARTICLE 15 – HOURS OF WORK & SCHEDULING

- 15.01 The normal hours of work for a full-time employee are not a guarantee of work per day or per week, or a guarantee of days of work per week.

- 15.02 The hours of work for a full-time employee shall consist of seventy (70) hours in any bi-weekly period, and the work shift shall be seven (7) consecutive hours, exclusive of meal periods.
- 15.03 The meal period shall be at least a one-half (1/2) hour and not more than one (1) hour's duration to be scheduled by the Employer, during a full-time employee's shift.
- 15.04 Full-time employees shall be paid a fifteen (15) minute break period during each half shift at times designated by the Employer.
- 15.05 Requests for a change in visit assignments must be submitted in writing and co-signed by the employee willing to exchange days off or visits and are subject to the discretion of the Supervisor. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by any employee under the terms of this Agreement.
- If an employee's requests for time off or exchange of visits results in a conflict with the provisions of this Article the said request and the granting of such shall not be a violation of this Agreement.
- 15.06 An employee must notify the Employer of her availability, or any changes in her availability a minimum of two (2) weeks before the period considered.
- An employee must notify the Employer on Thursday of each week as to the day and order of her assigned clients for the following week.
- 15.07 Except where a full-time employee requests weekend work or where employees request an exchange of shifts, the Employer shall schedule the work of full-time employees so that each employee shall have not less than one weekend off every second week.
- 15.08 A full-time employee shall be entitled to a minimum of five (5) consecutive days off, at either the Christmas or New Year's holidays to include any two or more of the following in each holiday period: December 24, 25, 26 and December 31 and January 1.
- 15.09 Part-time employees are not regularly scheduled and may refuse an offer of a visit.
- 15.10 Daylight Savings Time
- Where there is a change to Daylight Savings from Standard Time or vice versa, a full-time employee who is scheduled and works a full shift shall be paid for a seven (7) hour tour rather than the actual hours worked.
- 15.11 Overtime
- Overtime shall be paid for all hours worked by a full-time employee over seven (7) hours in a shift and seventy (70) hours bi-weekly at the rate of one and one-half (1 ½) times the employee's regular rate of pay provided that all such overtime is authorized by the Employer.

Overtime shall be paid for all direct service time or shift hours worked by part-time visiting and shift employees over eighty-eight (88) direct service hours or shift hours bi-weekly at the rate of one and one-half (1 ½) times the employee's regular direct service visit rate or hourly rate of pay provided that all such overtime is authorized by the Employer.

15.12 Full-time employees called in to work on their scheduled day off, where a mutually agreeable alternate day off is not scheduled shall be paid one and one-half (1 ½) times her regular rate for hours required to be on duty, provided that such employee is normally required to work seventy (70) hours in the bi-weekly pay period.

15.13 There shall be no pyramiding of any premium pay. (Overtime and paid holiday pay, etc.)

15.14 When a full-time employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1 ½) her regular straight time hourly rate and she is required to work additional hours following her normal seven (7) hour tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

15.15 Replacement call-in for part-time and shift employees shall be based on seniority providing the employee called has the skills required. Shift employees who are required to come in to work with less than one (1) hour's notice, and who are consequently not able to arrive for work until after the tour has commenced, shall be paid as though they had worked from the beginning of the tour.

In assigning new clients, the Employer will consider availability, skills required, geography, special client requests and seniority. Clients will be assigned to the most senior employee providing all other criteria are met.

Notwithstanding this provision, the Employer will not be required to offer visits or hours which would result in overtime premium payments.

Senior employees will be given the opportunity to perform initial visits, and retain clients, for admissions that occur after hours, based on the above criteria.

15.16 Nurses on standby who agree to accept non-scheduled visits at the request of the After Hours Co-ordinator shall receive one dollar (\$1.00) per such visit above the visiting nurse rate as set out in Schedule "A" of this Agreement. Effective July 1, 2004 the rate shall increase to one dollar and fifty cents (\$1.50) per visit. Effective July 1, 2006 the rate shall increase to two dollars (\$2.00) per visit.

An employee required by the Employer to be on standby for periods that she does not have scheduled visits, will receive one dollar (\$1.00) per hour for each hour of standby. Effective July 1, 2004 the rate will be increased to one dollar fifty cents (\$1.50) per hour. Effective July 1, 2006 the rate will be increased to two dollars (\$2.00) per hour.

Nurses will receive one dollar (\$1.00) per visit, over and above their visit rate, for visits commencing on or after 5:00 p.m. Friday and before 7:00 a.m. on Monday. Effective July 1, 2004 the rate will be increased to one dollar fifty cents (\$1.50) per hour for visits commencing on or after 5:00 p.m. Friday and before 7:00 a.m.

Monday. Effective July 1, 2006 the rate will be increased to two dollars (\$2.00) per hour.

ARTICLE 16 – MISCELLANEOUS

- 16.01 The Employer shall provide to the Union adequate bulletin board space in such place so as to inform all employees in the bargaining unit of the activities of the Union.
- 16.02 A copy of this agreement will be prepared by the Employer, reviewed by the Union, signed by the parties and issued to each employee now employed and as employed.
- 16.03 Prior to affecting any changes in the Employer's policies and rules, which would affect employees covered by this Agreement, the Employer shall first discuss such proposed changes with the employees and the Union.
- 16.04 Each employee shall keep the Employer informed of changes to relevant employment information.
- 16.05 Employees will be paid bi-weekly. The Employer will continue to provide relevant pay related data in line with current practice.

ARTICLE 17 - BENEFITS

- 17.01 The following benefits will be made available to full-time employees upon completion of their probationary period subject to any conditions of the plans.

(a) Life Insurance

The Employer will pay one hundred percent (100%) of the cost of life insurance in the amount of one (1) times yearly salary for all full-time employees. Employees over age sixty-five (65) are not insurable.

(b) Extended Health Care

Extended Health Care \$10/\$20 no co-insurance plan. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for full-time employees who participate in the plan.

The plan will include semi-private and private hospital accommodation coverage as well as vision care coverage of \$60.00 per family member every twenty-four (24) months.

(c) Dental Plan

The Employer agrees to pay fifty percent (50%) of the premium cost of a dental plan, equivalent to Blue Cross Plan #9, based on the 1990 O.D.A. fee schedule for eligible full-time employees who elect to participate in the plan. The maximum benefit per person per calendar year is \$1500.00.

(d) Long Term Disability

The Employer will make available a LTD Plan to provide income protection beyond fifteen (15) weeks of disability until an employee reaches age sixty-five (65) or prior recovery. The monthly benefit will be equal to sixty percent (60%) of your income to a maximum monthly benefit level of \$3,500.00. The employee will pay one hundred percent (100%) of the premium for this benefit. Any income received from this plan will be non-taxable.

17.02 The Employer shall provide to each employee a copy of the current information booklets for those benefits provided under this Article. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer.

17.03 Effective April 1, 1999, Westbury Life, Policy #608078 – A Class 60 (AD&D) and Crown Life Policy #82139 Class B, will be made available to eligible employees.

17.04 Retirement Income Plan

(a) A full-time employee with six (6) months' service, may participate in an individually vested plan within the ONA Group Registered Retirement Saving Plan. For employees who participate, the Employer shall deduct four percent (4%) from the employee's gross earnings each pay period together with a matching Employer contribution of four percent (4%) and remit such contributions to the credit of the employee's individual plan by the 15th of the month following the month the deductions are made.

(b) The definition of applicable wages for purposes of determining contributions to the RRSP shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

ARTICLE 18 – ORIENTATION AND INSERVICE

18.01 It is agreed that an orientation and inservice program will be provided to all employees. This program shall be reviewed and updated from time to time.

18.02 A newly employed employee shall not be assigned to clients until she has been fully oriented as set out in the Orientation Manuals, as follows:

1. PARAMED Orientation
2. Visiting Nurse Program Orientation
3. Contract Agency Orientation
4. Practical Orientation

18.03 The orientation checklist will be completed by the employee and supervisor during the orientation period. A copy of the orientation checklist will be placed in the employee's file.

- 18.04 Where an employee is required by the Employer to be trained in a new procedure, or to attend a meeting or in-service, the employee will be paid at the appropriate hourly rate for the time required.

ARTICLE 19 – DURATION

- 19.01 This Agreement shall remain in effect until June 30, 2007 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

ARTICLE 20 – COMPENSATION

- 20.01 The salary rates and rates of pay per visit in effect during the term of this agreement shall be those set forth in Schedule “A” attached to and forming party of this agreement.

20.02 **New Classifications**

When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step 1 of the grievance procedure within ten (10) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, and it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Branch and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filed.

- 20.03 Individual nurses weekly visits will be posted in the office.

20.04 **Professional Services by Telephone**

When a supervisor, co-ordinator or the call centre calls an employee and asks her to provide professional services over the telephone, she will be paid for the call she makes at a flat rate of thirty minutes at her regular hourly rate. The Parties will utilize the Labour Management committee to address problems related to professional services over the telephone.

20.05 **Relevant Previous Experience**

Relevant previous experience will be recognized in determining a new or returning employee's starting salary rate. An employee will be given one

increment for each year of full-time experience. 1500 hours/visits equals one year of full-time experience.

20.06 Retroactivity

Increases to the salary schedules shall be retroactive to the dates specified and apply to all Employees in the bargaining unit as of July 1, 2003. Any new Employees hired since that date shall be entitled to pro-rata adjustment to their remuneration from the date of their employment.

The Employer will, within sixty (60) days of ratification, send the retroactivity cheque to terminated Employees at their last known address.

All retroactivity payments to current Employees will be paid by deposit with a separate retroactive reconciliation statement by June 30, 2004.

Dated at Ottawa, Ontario, this 13th day of October, 2004.

FOR THE EMPLOYER

Paul H. Perry
[Signature]
[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature]
Danna Rice
[Signature]

SCHEDULE "A"
REGISTERED NURSES

1.

Shift RN	July 1/03	Jan. 1/04	July 1/04	July 1/05	July 1/06
Start	19.91	20.31	21.59	22.24	22.90
1 year	20.23	20.63	22.74	23.42	24.12
2 years	20.55	20.96	23.75	24.46	25.20
3 years	20.87	21.29	24.48	25.21	25.97
4 years	21.18	21.61	25.21	25.97	26.75
5 years	21.49	21.92	26.10	26.88	27.69
6 years	21.81	22.25	27.66	28.49	29.34
DST* 60 Minute visit	27.91	28.47	32.44	33.41	34.42

2. Part-time and shift employees will progress on the above schedule based on Article 9.04 (1500 hours/visits paid = 1 year) and will be compensated at the appropriate rate when scheduled to work on an hourly basis.
3. Visiting nurses will be compensated based on direct service time effective December 10, 2001.
4. Nurses who will benefit from being compensated based on direct service time retroactive to June 1, 2001 will be adjusted accordingly.
5. Effective December 1, 2001, employees working in the clinic will be compensated based on the greater of the hourly rate structure set out above or \$19.20 per hour.

LETTER OF UNDERSTANDING
BETWEEN
PARAMED HOME HEALTH CARE, CORNWALL
AND
ONTARIO NURSES' ASSOCIATION


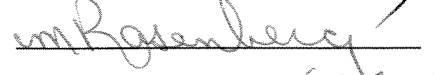

Re: Transportation Allowance

The Employer will pay one dollar (\$1.00) per visit within the city and twenty-five cents (\$.25) per kilometre after ten (10) kilometres for travel outside the city. Effective May 26, 2004 the rates shall be increased to one dollar fifty cents (\$1.50) per visit within the city and twenty-eight cents (28¢) per kilometre after ten (10) kilometres for travel outside the city. Effective July 1, 2004 the rates shall be increased to one dollar seventy-five cents (\$1.75) per visit within the city and thirty cents (30¢) per kilometre after ten (10) kilometres for travel outside the city. Effective July 1, 2005 the rates shall be increased to two dollars (\$2.00) per visit within the city and thirty-five cents (35¢) per kilometre after ten (10) kilometres for travel outside the city. Effective July 1, 2006 the rates shall be increased to two dollars twenty-five cents (\$2.25) per visit within the city and forty cents (40¢) per kilometre after ten (10) kilometres for travel outside the city.

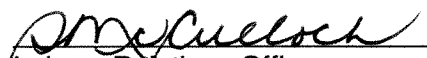


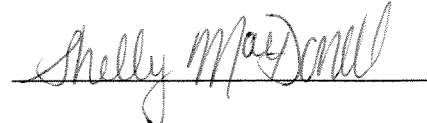
Exceptions will be agreed upon between the employee and the Employer prior to the visit.

Dated at Ottawa, Ontario, this 13th day of October, 2004.

FOR THE EMPLOYER

FOR THE UNION


 Labour Relations Officer






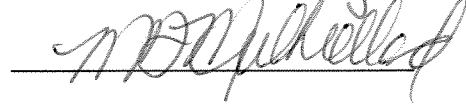
LETTER OF UNDERSTANDING
BETWEEN
PARAMED HOME HEALTH CARE, CORNWALL
AND
ONTARIO NURSES' ASSOCIATION

Re: Parking




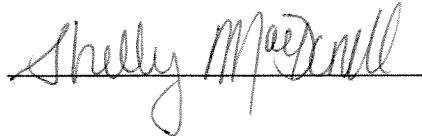
This letter will confirm that the Employer will not modify its current practice with regard to parking during the term of this collective agreement.

Dated at Ottawa, Ontario, this 13th day of October, 2004.

FOR THE EMPLOYER

FOR THE UNION


Labour Relations Officer





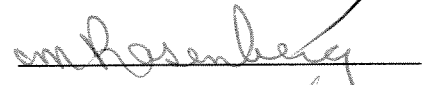


LETTER OF UNDERSTANDING
BETWEEN
PARAMED HOME HEALTH CARE, CORNWALL
AND
ONTARIO NURSES' ASSOCIATION

Re: Uniforms

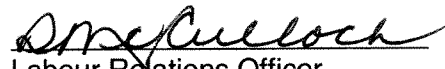



This letter will confirm that the Employer will not require registered nurses to wear uniforms for the term of this collective agreement.

Dated at Ottawa, Ontario, this 13th day of October, 2004.

FOR THE EMPLOYER

FOR THE UNION


Labour Relations Officer




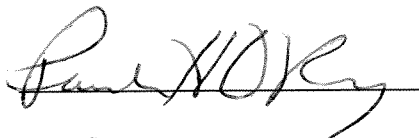



LETTER OF UNDERSTANDING
BETWEEN
PARAMED HOME HEALTH CARE, CORNWALL
AND
ONTARIO NURSES' ASSOCIATION

Re: Minimum Pay For Rural Visits





Notwithstanding the payment received by a nurse for direct service time for rural visits, (visits outside city village limits), the Employer will guarantee a minimum of sixteen dollars, (16.00) per visit. Effective July 1, 2004 the minimum will be increased to twenty dollars (\$20.00). Effective July 1, 2006 the minimum will be increased to twenty-five dollars (\$25.00).

Dated at Ottawa, Ontario, this 13th day of October, 2004.

FOR THE EMPLOYER

FOR THE UNION


Labour Relations Officer




LETTER OF UNDERSTANDING

BETWEEN

PARAMED HOME HEALTH CARE, CORNWALL

AND

ONTARIO NURSES' ASSOCIATION

Re: Discharge Chart Audits

The discharge chart audits will not be done by the nurses.

Dated at Ottawa, Ontario, this 13th day of October, 2004.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]