

110 employees

Unit No. 230

COLLECTIVE AGREEMENT

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BETWEEN

**PARAMED HOME HEALTH CARE, NORTH BAY
(the "Employer")**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N
(the "Union")**

Expiry: December 31, 2007

13100(02)

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and employees for whom the Union is the bargaining agent and to provide for the prompt settlement of complaints, 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 bargaining agent for all employees of ParaMed Home Health Care, North Bay Branch #461 save and except Supervisors, persons above the rank of Supervisor, Registered Nurses, Paramedical employees and Office and Clerical staff.
- 2.02 The Employer recognizes the following categories of employees:
- (a) guaranteed hours employees:
 - (i) a full-time employee is an employee who commits to being available to work 80 hours bi-weekly subject to Article 14;
 - (ii) a part-time employee is an employee who commits to being available to work 40 hours bi-weekly subject to Article 14.
 - (b) "elect-to-work" employees: all other employees are "elect-to-work" employees employed on a casual basis and who may therefore refuse at their discretion any offer or assignment of work but will inform the Employer in writing of their availability to work. Once an "elect-to-work" employee accepts a work assignment she must, except with reasonable cause, abide by the Employer's booking off policy and she must provide, wherever possible, advance notice of her being unavailable to fulfill the assignment to her assignment coordinator.
 - (c) guaranteed hours and "elect-to-work" employees can be either:
 - (i) Visiting employee is an employee who is compensated on a per-visit basis. (Applies to RPN's only)

- (ii) A Shift employee is an employee who is compensated on an hourly basis.

- 2.03 A Registered Practical Nurse (RPN) is defined as an employee who holds a Certificate of Competence from the College of Nurses of Ontario, in accordance with the *Health Disciplines Act*, which nurse or nurses who are in the Bargaining Unit will be compensated as RPNs when employed in a nursing capacity.
- 2.04 Wherever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context **so** requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.05 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.06 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work or visits of an employee in the bargaining unit.

ARTICLE 3 - UNION SECURITY

- 3.01 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular Union dues to be deducted from their wages and remitted to the Union. The deduction of dues will commence the month following the month that the employee commences work.

The dues deducted will be as prescribed by the Union in writing to the Employer from time to time.
- (b) The Employer shall, when remitting such dues, name the employees from whose pay deductions have been made.
- (c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

- 3.02 Deductions shall be made on a bi-weekly basis and forwarded to the Union Office on or before the last day of the month following the month in which the deductions are made.
- 3.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.
- 3.04 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- 3.05 The Employer will provide a designated Union Steward with the names and addresses new employees who are not members of the Union within the first thirty (30) days of employment so that the new employees may be informed of the existence of the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 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 and 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.

Copies of such rules, regulations, policies and practices will be made available to all employees and to the Local Union. The Employer agrees to consider any representation made by the Union concerning any change in rules or introduction of new rules;
 - (c) To hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period, has been discharged or disciplined without just

cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer and must be supported on a rational basis;

- (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, length and number of shifts, 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.

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

ARTICLE 5 - NO DISCRIMINATION

5.01 There will be no discrimination, interference, intimidation, restriction or coercion by the Employer or the Union against any employee because of her membership in the Union or activity or lack of activity on behalf of the Union or by reasons of exercising her rights under this Agreement.

It is agreed that there will be no discrimination by the Employer or the Union on the basis of age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, economic status, gender, marital or family status, sexual orientation, or disability nor by reason of political or religious affiliation.

5.02 The Union and Employer agree to abide by the Human Rights Code.

ARTICLE 6 - NO STRIKES/LOCKOUTS

6.01 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. 1995, as amended.

ARTICLE 7 - THE UNION COMMITTEES AND REPRESENTATIVES

7.01 The Employer will recognize the following representatives:

- (a) A maximum of three (3) negotiating committee representatives whose duties shall be to negotiate renewal agreements with the assistance of the Union Staff Representative.
- (b) A maximum of four (4) Union Stewards who shall assist with the handling of complaints, as required. It is understood in this regard that the Employer will meet with one (1) Union Steward in dealing with an employee complaint.
- (c) A Union-Management Committee composed of up to three (3) representatives of the Employer and a maximum of three (3) Union Stewards of the Union. Meetings of this committee shall be held at the request of either party. 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 or as agreed. In addition to the respective representatives noted above, a Union staff member and/or employer regional or corporate representative may attend Union Management-meetings.

The Employer shall provide secretarial services.

- 7.02 The Union and the Employer will supply each other with the names of their representatives and changes thereto.
- 7.03 An employee shall first obtain permission from her Supervisor and, in conjunction with the Co-ordinator, reorganize her schedule in order to attend to Union business in the Branch, during scheduled business hours.
- 7.04 The Employer agrees that when an employee is required to serve on a committee as provided for in this Agreement she will be compensated for scheduled time lost and/or scheduled visits missed for up to one (1) visit or one (1) hour at the employee's straight time hourly rate. (Paid time may be extended by mutual agreement.)

Notwithstanding the above, negotiating representatives will be compensated for scheduled time lost and/or scheduled visits missed for a combined total of six (6) visits or six (6) hours at the employee's straight time visit or hourly rate for each day of negotiations prior to, but not on or after conciliation.

- 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. 1990, as amended.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Complaints and Grievances

- (a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.
- (b) All complaints and grievances shall be taken up in the following manner:

Step Number 1

An employee having a question or complaint shall refer it to a supervisor within seven (7) calendar days of the actual occurrence leading to the question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within fourteen (14) calendar days from date of submission.

Step Number 2

If further action is then to be taken, then within fourteen (14) calendar days after the decision is given in Step Number 1, the employee, who may request the assistance of his or her Union Steward, shall submit the grievance in writing to the Branch Manager. A meeting will then be held within seven (7) calendar days of receipt of the written grievance, between the Branch Manager or his designated representative and the employee. It is understood that at such a meeting the Branch Manager or his designated representative may have such counsel and assistance as he may desire, and that the employee may have his Union Steward and that the Union Staff Representative may also be present at the request of either the employee or the Employer. The decision of the Branch Manager or his designated representative shall be given in writing within fourteen (14) calendar days following the meeting.

Step Number 3

Should the Branch Manager fail to render his decision as required in Step Number 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to Arbitration by either the Employer or the Union. If no written request for Arbitration is received within fourteen **(14)** calendar days after the decision under Step Number 2 is given, or within fourteen **(14)** calendar days following the meeting under Step Number 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

8.02 (a) Letters of Reprimand

Letters of reprimand are to be removed from an employee's personnel file after twelve **(12)** months from the date of discipline, except in the case of incidents involving third party interface, (example Clients and family) where the record will remain on file.

(b) Suspension

Records of suspension are to be removed from an employee's personnel file after eighteen **(18)** months from the date of discipline, except in the case of incidents involving third party interface, (example clients and family) where the record will remain on file.

8.03 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of the Union Steward or, if an Union Steward is not available, a member representative of the employee's choice who is currently working.

8.04 Discharge Grievance

In the event of an employee who has completed his probationary period being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

The written statement of such grievance is submitted to the Branch Manager or designate at Step 2 of the grievance procedure within seven (7) calendar days following receipt of the notice of discharge by the employee or the Union Steward, whichever is the earlier.

Such grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

8.05 Policy Grievance

The Union **and** the Employer shall have the right to file a policy grievance based on a dispute arising out of the application, interpretation or alleged violation of this collective agreement. A policy grievance may be lodged by either party in writing at Step 2 of the grievance procedure at any time within seven (7) calendar days of the circumstances giving rise to such grievance being known or have ought to have reasonably being known to originated or occurred. Failing settlement the grievance may be referred to Arbitration in line with Step 3 of the grievance procedure. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

8.06 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Branch Manager or designate within seven (7) calendar days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.07 Grievance Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within fourteen (14) calendar 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 Arbitrator.

- (b) Grievance Mediation will commence within twenty-one (21) 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.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. 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) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may **serve** as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of Mediator, if any.

8.08

Arbitration Process

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within fourteen **(14)** calendar days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within fourteen **(14)** calendar days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within fourteen **(14)** calendar days after the appointment of the second one of them, then either

party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration.

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half ($\frac{1}{2}$) of the expenses and fees of the Chairman.
- (d) 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. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- (9) All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Branch to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Branch.

8.09 Sole Arbitrator

In the event that one party wishes to submit a grievance to Arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a Sole Arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a Sole Arbitrator. If the parties can agree to a Sole Arbitrator within fourteen (14) calendar days of the notice referring the matter to arbitration the matter shall be determined by a Sole Arbitrator and failing such agreement the regular Arbitration procedure shall apply.

The parties may extend the time limits fixed in the grievance, mediation or arbitration procedure by mutual agreement in writing.

ARTICLE 9 - SENIORITY, LAYOFF AND RECALL

9.01 Seniority and service is the ranking of employees based on hours or visits paid by the Employer from the date of last hire.

A newly hired employee must successfully complete a probationary period totalling four hundred (400) hours and/or visits. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance.

The seniority of an employee who has completed the probationary period shall date back a total of four hundred (400) hours and/or visits from the date on which she completed her probationary period.

9.02 The seniority list shall be updated by no later than January 31st of each year and posted in the branch. Copies of the posted seniority list will be provided to Union Stewards and mailed to the Union office. Seniority will be by Cleaning Person, Companion/Sitter, HSW, PSW and RPN classifications and include hours and visits paid from date of last hire and adjusted date of hire.

9.03 Employees shall accumulate seniority on the following basis:

(a) Visiting employees shall accrue seniority based on paid visits;

- (b) Shift employees shall accrue seniority based on hours paid;
- (c) Employees working in (a) and (b) shall have their seniority combined.

9.04

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 absent due to illness or injury not incurred while in the employment of the Employer for up to ninety (90) consecutive calendar days from the date the illness or injury first commenced;
- (c) when in receipt of WSIB compensation [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 parental leave, as defined by the **Employment Standards Act**. Seniority shall accrue based on the average hours/visits worked over the previous three (3) calendar months. For greater clarity, seniority is accumulated for all purposes including vacation pay and wage progression for the duration of the leave, to a maximum of seventeen weeks for pregnancy leave and eighteen weeks for parental leave.

9.05

Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- (a) when absent on account of personal injury or illness from ninety (90) days to twenty-four (**24**) consecutive calendar months;
- (b) when on an approved leave of absence without pay, exceeding thirty (30) consecutive calendar days;
- (c) when absent due to layoff for a period of twenty-four (24) calendar months;

9.06

An employee shall lose all her seniority and her employment shall be deemed to be terminated if she:

- (a) voluntarily resigns, retires or is discharged for just cause and not reinstated through the grievance procedure; or

- (b) cancels four (4) predetermined work assignments in any twelve (12) month period without permission from the Employer. Such permission shall not be unreasonably withheld, or
- (c) is absent from work more than thirty (30) months by reason of illness or other physical disability; or
- (d) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is predetermined to work; or
- (e) is absent from work for more than thirty (30) months by reason of lay-off; or
- (9) *is* absent from work for more than twenty-four (24) months by reason of absence while on WSIB.

The Union and the Employer agree to abide by the Human Rights Code.

9.07

Job Posting

If the Employer establishes and/or requires that a Guaranteed Hour position be filled:

- (a) The position shall be posted **for seven (7) calendar days**. The posting shall stipulate the hours of work, qualifications, classification and geographic location.
- (b) Where possible, the position will be posted at the time of the regular monthly mailing and copies of the posting will be included with the mailing.
- (c) Applicants for the posted position must apply in writing to their supervisor. Where two or more employees apply the Employer shall consider ability, experience, qualifications and geographic location.

Where the above factors are relatively equal, seniority shall govern.

- (d) If no current employee applies or is qualified to perform the required work, the Employer will fill the vacancy from the outside.
- (e) The Employer agrees to provide the Chief Steward with a copy of each posting.

9.08

Layoff and Recall

- (a) A layoff of employees shall be effected in reverse order of seniority provided that the employees remaining are qualified and able to do the available work.

Recall shall be in order of seniority. An employee will respond to a registered notice of recall within three **(3)** calendar days of receipt of same and shall be available for work within an additional fourteen **(14)** calendar days unless otherwise agreed.

- (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, meet with the Union and the employees to review the following:

- (i) the reasons causing the layoff;
- (ii) the service which the Branch will undertake after the layoff;
- (iii) 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.

Wherever possible, the Employer will endeavour to provide the Union and all affected employees with as much working notice as possible.

In the event of a layoff of a permanent or long term nature affecting guaranteed hours employees the Employer will provide all affected guaranteed hours employees with notice which is at minimum in accordance with the ESA and, if practicable, the Employer will also provide the Union with notice in advance of that given to individual employees.

Benefits on Layoff

For guaranteed hours employees in the event a layoff of a permanent or long term nature, the employer will continue to pay its share of any applicable insured benefits during the above-noted notice period.

ARTICLE 10 - PERSONNEL FILE

- 10.01 When an employee receives an evaluation, performance appraisal, progress report or assessment related to **job** performance she will be 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. The employee may be accompanied by a Union Steward.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 The Branch Manager or designate may grant a request for leave of absence without pay 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 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. In addition the Employer agrees to compensate such employees for missed hours or visits as the result of attending the course, at their applicable straight time hourly or visit rate.

If employees are required by the Employer to attend a specific course, training or in-service, the Employer shall pay for the course/training fees if

any and shall compensate employees for the time spent at the course/training/in-service at their hourly rate.

11.03 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 the health and welfare benefits for the calendar month in which the leave commences.
- (b) Seniority, service, vacation pay or any other benefits under any provision of this Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (c) No employee will accumulate seniority and service while on leave of absence unless otherwise stated, but seniority and service established at the point of leave will be reinstated upon return to work. While an employee is on pregnancy or parental leave, seniority and service will be accumulated in accordance with Article **9.04**.
- (d) The employee's anniversary date shall be adjusted by the length of the leave in excess of the thirty (30) continuous calendar days, and, the new anniversary date shall prevail thereafter.
- (e) Notwithstanding the above, the Employer shall continue to pay its share for the premium for the benefit plans for employees who are on paid leave of absence, pregnancy/parenting leave or receiving WSIB compensation for up to twelve **(12)** months.

11.04 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

- (a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter, Pregnancy leave shall be granted for seventeen **(17)** weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence

her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with her Employer at least thirteen **(13)** weeks prior to the expected date of birth.
- (iii) The employee shall give at least four **(4)** weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four **(4)** weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under **11.04 (g)** Parental Leave.

- (b) An employee who does not apply for leave of absence under **11.04 (a) (i)** and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with **11.04 (a) (i)** upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (c) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, insured benefits and other benefits included and prescribed by the ***Employment Standards Act*** unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.
- (d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence.
- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon

the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 11.04 (c).

- (f) Credits for service as applicable including wage increments and vacation entitlement or any other benefit prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave in accordance with Article 9.04 (e).
- (g) Upon expiry of seventeen (**17**) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee **shall** give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- (h) Parental Leave
 - (i) 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 child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
 - (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
 - (iii) 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.
 - (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer two (**2**) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four **(4)** weeks written notice of the day.

- (v) For the purposes of Parental Leave the provisions under 11.04 (a), (c), (d), (e), **(9 and (g))** shall also apply.

11.05 Union Leave

- (a) The Employer **shall** grant leaves of absence without **pay**, but without **loss** of seniority, to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the efficient operation of the branch.
- (b) In requesting such leaves of absence, the Union must give fourteen **(14)** calendar days clear notice to the Employer to be confirmed by the Union in writing.

1 106 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Branch, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

11.07 Bereavement Leave

Upon the death of an employee's spouse (includes common-law and same sex partner), child, stepchild, mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law an employee shall be granted leave up to a maximum of five (5) consecutive days off

ending with the day of the funeral. It is agreed that this leave is to apply only where the employee is in attendance at the funeral or and pay for hours or visits missed is limited to a maximum combined total of twelve (12) hours or visits missed during the period of the leave.

Upon the death of an employee's aunt, uncle, niece or nephew, an employee shall be granted paid leave up to a maximum of four hours or visits in order to attend the funeral. It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service.

11.08 Sick Leave/ Sick Pay

Full time guaranteed hour employees are entitled to forty-eight (48) hours of sick leave per calendar year. Entitlement will be prorated in initial year of employment based on start date.

Part-time guaranteed hour employees are entitled to twenty-four (24) hours of sick leave per calendar year. Entitlement will be prorated in initial year of employment based on start date.

ARTICLE 12 - PUBLIC HOLIDAYS

12.01 If an additional statutory holiday should be proclaimed during the term of this Agreement, such additional holiday shall be added to the list in Article 12.01 below.

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

12.02 An elect to work employee who is required by the Employer to work on any of the holidays set out above shall receive time and one-half (1%) her applicable visit rate or hourly rate for all visits (or hours worked, as the case may be) on the holiday.

12.03 Elect to work employees are not eligible for holiday pay.

12.04 Guaranteed Hours Employees

Guaranteed hourly employees are eligible for holiday pay provided that an employee must have worked all of her last regularly scheduled day of work

before the public holiday and her first regularly scheduled day of work after the holiday unless reasonable cause for not doing so, is shown.

- 12.05 The pay for a holiday shall be paid on the average of the employee's daily hours, exclusive of overtime hours, worked in the thirteen (13) weeks preceding the holiday, calculated by dividing the number of daily hours worked, exclusive of overtime, by the number of days worked in the thirteen (13) weeks preceding the holiday.
- 12.06 Where an employee qualifies for holiday pay in accordance with the provisions of this agreement, the employee shall receive credit for seniority on the basis of an average of the service hours worked during the four (4) work weeks preceding the holiday.
- 12.07 If an employee is required to work on any paid holiday, she shall be paid for the holiday in accordance with 12.05 (provided she otherwise qualifies), and in addition will receive one and one half (1½) times her regular hourly rate of pay for all hours worked on the holiday. Alternatively, the employee may choose to receive one and one-half (1½) times her regular hourly rate of pay for all hours worked on the holiday and choose a lieu day paid in accordance with 12.05 and scheduled in accordance with 12.10.
- 12.08 When a paid holiday falls during an employee's vacation, she shall, at the option of the employee, either be paid for the holiday in addition to her scheduled vacation, or may take an extra day off at a time mutually agreeable to the employee and the Employer, paid in accordance with 12.05.
- 12.09 Should an employee qualify for holiday pay and is not scheduled to work on the holiday, such employee shall be paid for the holiday or shall be entitled to take an alternative day off with pay, in accordance with 12.05 at a time mutually agreeable to between the employee and the Employer.
- 12.10 At a time mutually agreeable to the employee and the Employer, a day that is substituted for a public holiday shall be taken no more than three (3) months after the paid holiday or if the employer and employee agree, no more than twelve (12) months after the public holiday.

ARTICLE 13 - VACATION PAY

- 13.01 Vacation pay will be four percent (4%) of an employee's gross earnings paid by the Employer on each bi-weekly pay.

13.02 Employees with nine thousand (9000) hours and/or visits or more will receive vacation pay based on six percent (6%) of their gross earnings paid by the Employer.

13.03 Employees with 15,000 hours and /or visits will receive vacation pay of eight (8) percent of their gross earnings.

13.04 **As** soon as practically possible following ratification, the Employer will set up a process such that any employee who elects 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 31st of that year will be paid out within the first three months of the subsequent year.

ARTICLE 14 - HOURS OF WORK & WORK ASSIGNMENTS

The purpose of this article is to describe the factors which determine the number of hours available to be assigned to guaranteed hours positions firstly, 80 hour bi-weekly employee, secondly, to the 40 hours bi-weekly employees and thirdly, are available for "elect-to-work employees.

14.01 It is understood and agreed that "elect-to-work" employees do not have regularly scheduled hours. They may elect to accept or elect not to accept work assignment(s) as the case may be.

Work assignments shall be made based on geographical location, continuity of care for the client and the skills, qualifications, ability and availability of employees. Where these factors are relatively equal, seniority hours/visits within the classification shall govern.

14.02 The following factors shall be considered in the scheduling of eighty (80) hour bi-weekly and forty (40) hour bi-weekly employees:

- (a) The employee's availability to fulfill the assignment.
- (b) the skills, ability and classification required to meet the Client's needs.
- (c) continuity of care giver;
- (d) the seniority of the employee within the geographic area;

Employees shall be assigned cases on the basis of factor (d) where the employee meets the requirements of factors (a), (b), (c). In other words, the most senior eighty (80) hour bi-weekly and forty (40) hour bi-weekly employee has the first priority in the assignment of available clients to meet her commitment to work, while the least senior eighty (80) hour bi-weekly and forty (40) hour bi-weekly employee must meet her commitment from those assignments which remain available.

An employee on leave, either paid or unpaid, shall not have their existing client assignment(s) transferred to another employee while on any paid or unpaid leave up to 60 days from the date of commencement of the leave. The Employer may re-assign or transfer existing assignments earlier if, in its opinion, operational reasons warrant or continuity of care to the client may be jeopardized.

14.03 Those elect to work employees shall be offered work on the same basis as above with the exception that they are not committed to take any assignments and may elect to not work when requested. Should no qualified employee be available within the geographic area, the Employer may schedule the assignment in a manner consistent with the remaining terms of this agreement.

14.04 Requests by an elect to work employee for a change in visit assignments must be communicated to the Assignment co-ordinator as soon as possible, but not less than forty-eight (48) hours prior to the visit.

An elect to work 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 14.01 above.

14.05 An elect to work employee must notify the Employer, in writing, of her availability, or any changes in her availability a minimum of one (1) week before the period considered.

14.06 The Employer agrees that for those eighty (80) hours bi-weekly and forty (40) hours bi-weekly employees they shall:

- (i) not be scheduled to work more than seven (7) consecutive days without a day off.
- (ii) not be required to work weekend assignments on two consecutive weekends.

14.07 Even though an eighty (80) hours bi-weekly employee and forty (40) hours bi-weekly employee is entitled to particular days off under Article 14, she

may indicate her willingness to accept assignments on scheduled days off. When such an employee works her days off these days shall be considered her regular days off for the purpose of this Article.

14.08 Due to the nature of the services provided by employees, certain clients may request an employee of the same sex. Similarly, where the Employer has concerns regarding the conduct of a client toward an employee on the basis of sex, the Employer may determine it to be appropriate to assign an employee of a particular sex.

14.09 Employees shall be entitled to take a half hour unpaid meal break after five (5) hours or visits.

14.10 Daylight Savings Time

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

14.11 When calling in replacement employees for a client, continuity of care will be the first consideration and employees who regularly provide care to the said client will be called first, in order of seniority up to the maximum of their straight time hours. Subsequent call-ins shall be based on seniority subject to the employee called having the skills required.

Shift employees who are called in with less than one **(1)** hour's notice, and who are consequently not able to arrive for work until after the shift has commenced, shall be paid as though they had worked from the beginning of the shift.

14.12 Notwithstanding the elect to work nature of the employment relationship as set out in Article **14.01** above, the Union supports the ParaMed team effort for all employees to accept their fair share of the available work including weekends and evenings.

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

14.14 Eighty (80) hour bi-weekly and forty **(40)** hour bi-weekly positions will be posted in line with Article 9.07 of this Agreement. Terms and conditions of the Guaranteed Hours agreement will be confirmed in writing between the successful candidate and the Employer.

14.15 Overtime

As soon as practically possible following ratification, overtime shall be paid for all hours/visits worked over eighty-eight (**88**) hours/visits biweekly at the rate of 1.5 times the employee's regular hourly or visit rate, provided that such overtime is authorized in advance by the Employer.

ARTICLE 15 - MISCELLANEOUS

- 15.01 The Union and the Employer shall share in the cost of printing the collective agreement. A copy of the agreement will be issued by the Employer to each employee now employed and as employed.
- 15.02 Each employee shall keep the Employer informed of changes to relevant employment information.
- 15.03 Employees will be paid bi-weekly. The Employer will continue to provide relevant pay related data in line with current practice.
- 15.04 The Employer will provide a bulletin board at the branch, in a mutually satisfactory location, for the Union to post notices regarding meetings and other matters restricted to Union activity. All posted notices must be signed by an officer of the local Union and approved by the Employer.

ARTICLE 16 - BENEFITS

- 16.01 Employees may participate in the insured benefit programme provided by Canada Life Policy 82139, as amended from time to time.
- 16.02 The Employer shall provide each participant with a copy of the current information booklets for those benefits provided. The Union shall be provided with a current copy. 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. The Employer will notify the Union if it intends to change the Insurance Carrier.

ARTICLE 17 - ORIENTATION AND INSERVICE

- 17.01 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.
- 17.02 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. Program Specific Orientation
- 17.03 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.

ARTICLE 18 - DURATION

- 18.01 This Agreement shall remain in effect from January 1, 2005 until December 31, 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 amendment.

ARTICLE 19 - COMPENSATION

- 19.01 The hourly 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 part of this Agreement.

DATED at North Bay, Ontario this 21st day of October 2005.

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]

APPENDIX "A"

CLASSIFICATIONS AND HOURLY RATES OF PAY

Classification	Expired Rate	
	Jan. 1/04	Effective Jan. 1/05
RPN (with Meds) Per Hour	\$18.62	\$19.09
RPN (with Meds) Per Visit	\$19.94	\$20.44
Personal Support Worker	\$12.94	\$13.26
Home Support Worker Start	\$10.85	\$11.12
Home Support Worker Level 1	\$11.19	\$11.47
Home Support Worker Level 2	\$12.18	\$12.48
Home Support Worker Level 3	\$12.51	\$12.82
Companion/Sitter	\$9.29	\$9.52
House Cleaning	\$9.04	\$9.27

The above rates are hourly unless set out otherwise and include pay equity adjustments.

LETTER OF UNDERSTANDING
BETWEEN
PARAMED HOME HEALTH CARE, NORTH BAY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N

SUBJECT: TRAVEL

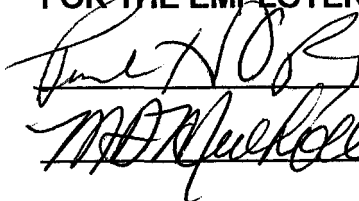
The Employer will compensate travel time and travel allowance, as follows:

1. Para-professional employees daily travel time between CCAC clients to a maximum of twenty minutes between each client;
2. Daily, regular travel allowance,
 - - 40 km. = \$0.00
 - 41 - 120 km. = \$0.30 / kilometre
3. Travel allowance for visiting nurses for clients seen between leaving the nurse's home and returning to the nurse's home each day;
 - 1 - 20 km. = \$0.00
 - 21 + = \$0.25 / kilometre

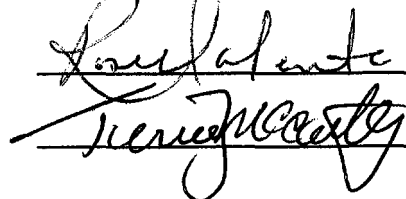
Exceptions will be agreed upon between the employee and the Employer prior to the visit.

DATED at North Bay, Ontario this 21st day of October, 2005.

FOR THE EMPLOYER



FOR THE UNION



LETTER OF UNDERSTANDING
BETWEEN
PARAMED HOME HEALTH CARE, NORTH BAY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N

SUBJECT: WEEKEND

The Employer will endeavour to continue it's current practice with regard to working weekends.

DATED at North Bay, Ontario this 21st day of October, 2005.

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]

LETTER OF UNDERSTANDING
BETWEEN
PARAMED HOME HEALTH CARE, NORTH BAY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 110N

SUBJECT: UNION-MANAGEMENT MEETINGS

The parties hereto agree that the following constitute examples of suitable subjects for Union-Management meetings:

- Guaranteed Hours positions (as defined in Article 14.10);
- Communication with employees about nature of hospital visits (CA or PSW) and number of clients and nature of work;
- Dealing with difficult clients; and
- Scheduling

DATED at North Bay, Ontario this 21st day of October, 2005.

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

SEIU LOCAL 7. ON - UNIT 230 (The Union)

AND

PARAMED HOME HEALTH CARE, NORTH BAY (The Employer)


SUBJECT: CONTRACT NEGOTIATIONS EXPIRY DECEMBER 31, 2004


The parties will negotiate a three-year contract expiry December 31, 2007 pursuant to the following conditions:

1. Monetary issues will only be negotiated for the year covering 2005.
2. The contract will be reopened for negotiation:
 - a. In the event that the Ontario Ministry of Health and Long-term Care implements recommendations resulting from the Kaplan report that would impact the terms and conditions of employment and become effective during the term of this collective agreement, and / or
 - b. in the event that the Ontario Ministry of Health and Long-term Care gives notice of a new RFP, during this collective agreement, or
 - c. if the CCAC proposes to extend their current contract with the Branch.
3. Upon receiving the aforementioned notice the Parties will negotiate monetary issues for the years covering 2006 and 2007.
4. Should the parties not be able to reach a voluntary settlement for 2006 and 2007 the matter will be forwarded to interest arbitration for final settlement.

Dated at North Bay, Ontario this 21st day of June 2005.

FOR THE EMPLOYER





FOR THE UNION

