

# **COLLECTIVE AGREEMENT**

BETWEEN

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1 CANADA**

AND

**PARAMED HOME HEALTH CARE  
WINDSOR-ESSEX COUNTY**

EFFECTIVE: JUNE 5, 2023

EXPIRY: JUNE 4, 2025

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of the Agreement is to establish and maintain collective bargaining relations between the Employer and the Union who represent the employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which may arise hereunder.
- 1.02 The Union recognizes the obligation of the Employer to provide efficient service to the public pursuant to the relevant legislation and objectives of the Employer.
- 1.03 It is recognized that the employees wish to work together with the Employer to secure the best possible Community Health Services.
- 1.04 It is the further purpose of this Agreement to promote and maintain a harmonious relationship between the parties that will contribute toward the maintenance of positive employee relations and the promotion of a mutual and friendly respect of each other's objectives and responsibilities.
- 1.05 To provide working conditions that result in achievement of program objectives, staff development and growth.
- 1.06 To recognize the mutual value of joint discussions and collaboration in matters pertaining to working conditions.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.01 The Employer recognizes Service Employees' International Union, Local 1 Canada, as the sole and exclusive bargaining agent for all employees of ParaMed Home Health Care working in Windsor-Essex County, Ontario, save and except, supervisors, persons above the rank of supervisor, office and clerical staff.
- 2.02 The Employer undertakes that it will not, so long as the Union continues to be entitled to represent the employees of the Employer employed in the Bargaining Unit described in Article 2.01, enter into any Agreement or contract with the employees, employed within said bargaining unit, individually or collectively, which may conflict with the provisions of this Agreement.

## **ARTICLE 3 - DEFINITIONS**

- 3.01 Employee - It is agreed that the word "Employee" or "Employees" wherever used in this Agreement shall be deemed to refer only to an Employee or Employees in the bargaining unit as hereinbefore defined.
- 3.02 Full-time employees **are** the successful applicant of a full-time position and **are** scheduled up to eighty-eight (88) hours in a two (2) week period. No full-time employees will be required to work more than fifty (50) hours in a week unless mutually agreed.

- 3.03 Part-time employees **are** the successful applicant of a part-time position and **are** scheduled up to sixty (60) hours and offered up to eighty-eight (88) hours in a two (2) week No part-time employee will be required to work more than **forty (40)** hours in a week unless mutually agreed.
- 3.04 Casual employees is the successful applicant of a casual position and is scheduled as per Article 16.07.
- 3.05 Lay-off shall mean the reduction of the number of employees in the Employer's employ caused by the cessation of a portion of the Employer's operation.
- 3.06 Working days for the purposes of time limits - exclude Saturdays, Sundays and statutory holidays.
- 3.07 Date of Hire is an employee's last date of hire with the employer for which they work for remuneration.
- 3.08 Shift is defined as the hours in a day that an employee is scheduled or called in to work.
- 3.09 Emergency is something that is unscheduled, unplanned or outside the control of the Employer.
- 3.10 Work week – is Monday (0001) through Sunday (2400).
- 3.11 The union acknowledges Continuity of Care is an indicator that funders evaluate. Continuity of Care can exist when an employee has provided service to a patient on multiple visits.
- 3.12 **All language in the Collective Agreement will be gender neutral. The inclusive pronouns "they/them/their" shall mean and include all genders. Whenever the plural form is used, it shall be deemed to include the singular when the context so requires.**
- 3.13 The term "nurse" and "nurses" when used throughout this collective agreement shall include both Registered Nurse(s) (RN) and Registered Practical Nurse(s) (RPN) except where otherwise specified.
- 3.14 A Registered Nurse (RN) is defined as a person who holds a certificate of registration in good standing from the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act.
- 3.15 **A** Registered Practical Nurse (RPN) is defined as a person who holds a certificate of registration in good standing from the College of Nurses of Ontario, in accordance with the Regulated Health Professionals Act.
- 3.16 Spouse - is the partner of either sex of an employee.
- 3.17 Patient - refers to any person involved in a program serviced by ParaMed Home

Health Windsor-Essex.

- 3.18 Geographic Area –The intent is to ensure that Employees are assigned clients in the same geographical area or district to maintain continuity for all parties, reduce travel time for employees, provide better service, and enhance support to work teams with better access to supervision and support.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 There shall be no discrimination against restraint or coercion intimidation of any employee for reasons of Union membership or for Union activity or non-activity or for exercising of rights found in the laws of Ontario.
- 4.02 The Employer, Union and Employees agree to abide by the provisions of the Ontario Human Rights Code.
- 4.03 The Union agrees that it will not conduct Union business during work time except as expressly permitted by this Agreement or as expressly authorized in advance and in writing by the Employer.
- 4.04 The parties are committed to the prevention of workplace harassment and violence. The Employer is responsible for employee health and safety and will take whatever steps are reasonably necessary to protect our employees from workplace violence from all sources.

#### **ARTICLE 5 - NO STRIKES AND NO LOCKOUTS**

- 5.01 During the term of this Agreement neither the Union nor any of its officers or officials nor any employee shall take part in or call or encourage any strike, sit-down, slow-down or suspension of work against the Employer, nor shall the Employer engage in any lock-out of the employees. The term “strike” and “lockout” shall bear the meaning given to in the Labour Relations Act, R.S.O. 1995, as amended.

#### **ARTICLE 6 - CONTRACTING OUT AND BARGAINING UNIT WORK**

- 6.01 The Employer shall not contract out work to outside agencies to perform bargaining unit work until the client(s) has been offered to every employee and until all laid off employees have been recalled to work.
- 6.02 Employees excluded from the bargaining unit, shall not perform services for the client normally performed by members of the bargaining unit save and except in cases of emergency or for training or demonstration.
- 6.03 “Emergency” may include, but is not limited to, circumstances in which it is or may be impractical or detrimental to client care or service, to call in a bargaining unit

member to perform a particular service or services.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

7.01 The Union recognizes and acknowledges that all management rights and prerogatives and the direction of the working forces and the management of the Employer's enterprise are vested exclusively with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following:

- (a) the rights to operate and manage its business in every and in all respects;
- (b) the right to maintain order, discipline and efficiency amongst its employees and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time; copies of such rules, regulations, policies and guidelines shall be available upon request and supplied to the Union prior to implementation. The parties agree that an administrative oversight in this regard shall not affect the implementation of change.
- (c) the right to select, hire, direct, transfer, classify, assign and re-assign duties, demote, promote, layoff, recall, suspend, terminate or otherwise discipline who have completed probation for just cause, provided that a claim by a non-probationary employee who has been discharged or disciplined without just cause may be the subject of a grievance;
- (d) the right to determine the location and extent of operations and their commencement, expansion, curtailment and cessation; the level and type of service to be provided; the content, evaluation and description of jobs; methods to be used to provide services, employee qualifications for employment and promotion, number of hours to be worked; number and classification of employees needed.

7.02 The Employer will exercise its management rights in accordance with the Collective Agreement.

## **ARTICLE 8 - UNION SECURITY**

8.01 As a condition of employment, the Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union. The Union shall inform the Employer of the amount to be deducted by providing thirty (30) calendar days written notice.

8.02 Such dues shall be deducted from each pay for employees. In the case of newly hired employees each employee shall be subject to a one (1) time Union Initiation Fee as directed by the Secretary Treasurer of the Union. Initiation Fees and Dues deductions shall commence in the month of hire.

- 8.03 The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.
- 8.04 The Employer agrees to forward a list of dues' deductions in an electronic format provided by the Union showing the names, **classifications, employment status (FT, PT or casual)**, current addresses, **personal** phone numbers, **personal email addresses (if available)**, Social Insurance Numbers, new hires, hourly rates, hours worked and the amount of dues remitted on behalf of each of the employees for whom deductions have been made.
- 8.05 In consideration of the deducting of Initiation Fees and Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 8.06 Deductions shall be made from each pay and forwarded to the Secretary Treasurer of the local Union on or before the 15<sup>th</sup> of the month following which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues the month following with the reason why dues were missed.
- 8.07 The Employer will provide each employee with a T4 slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the payroll system.

## **ARTICLE 9 - RELATIONSHIP AND REPRESENTATION**

- 9.01 The Employer agrees that the Union may elect or select no more than five (5) non-probationary employees **as stewards. One (1) of these shall be designated as the Chief Steward by the Union. In** addition two (2) Alternate Stewards may **be elected or selected by the Union to** act in the capacity of the elected/selected steward when they are not available.
- 9.02 No more than five (5) stewards will meet with the Employer at one time. Alternates are to be utilized when other stewards are not available.
- 9.03 The Union acknowledges that the Union Stewards have, and must continue to perform their regular duties and responsibilities for the Employer. Stewards shall not leave their duties or their employment in order to attend meetings without having previously obtained the permission of their Supervisor.
- 9.04 In order to minimize the disruption in client service, and to maintain efficiency, any duties required to the Steward shall be performed outside the scheduled hours of work of the Steward except as set out in this Article.

- 9.05 Work schedules shall be rearranged such that a Steward attending a grievance meeting, LMM, orientation or any meeting the employer is requesting, shall not suffer any loss of pay. If impossible to rearrange the steward's schedule and the steward is required to attend such meeting, during scheduled hours, **they** shall suffer no loss in pay (base rate) for time spent in meetings with the Employer's representative.
- 9.06 The Union shall notify the Employer in writing of the names of the currently authorized Stewards and the Employer shall not be required to recognize any steward until it has been notified in writing by the Union.
- 9.07 The Employer will recognize a Union Negotiating Committee comprised of not more than two (2) Union Representatives and not more than five (5) non-probationary employees. Any representative of said negotiating Committee who is in the employ of the Employer shall have the right to attend negotiations for the renewal of this Agreement.
- Upon request, the Employer will pay the Chief Steward's wages for lost direct hours/visits up to but not including Conciliation. Upon request, the Employer will pay the remaining committee members for lost hours/visits and bill the union accordingly.
- 9.08 If a steward is required to attend union business, upon written confirmation from the Union, the Employer shall keep the stewards' wages and benefits whole and bill the Union for the same.
- 9.09 The Employer agrees that all correspondence between the Employer and the Union relating to matters covered in this Collective Agreement shall be sent to the Union Representative of the Local Union or **their** designate. The Employer further agrees that a copy of any correspondence between the Employer or its representative and any employee in the Bargaining Unit, pertaining to the interpretation or application of any clause contained in this Agreement, shall be forwarded to the Union Representative of the Local Union or **their** designate.
- 9.10 It is agreed that for all purposes under this Agreement, the Employer's place of business, and the Employer's offices or premises shall not include a client's premises. In no event shall a representative of the Union or an employee representative contact a client without first obtaining the Employer's written consent.
- 9.11 The parties agree that there will be a Joint Health and Safety Committee that shall operate in accordance with the requirements of the Ontario Occupational Health and Safety Act 1997 as amended.
- 9.12 The parties and the employees agree to abide by the provisions of the **Ontario Occupational Health and Safety Act**, as amended.
- 9.13 The Employer shall advise new Employees that they are members of the Union and provide new Employees with a copy of the Collective Agreement.

- 9.14 A new employee will have the opportunity to meet with a representative of the Union for a period of up to fifteen (15) minutes during the employee's orientation period. The purpose of the meeting will be to acquaint the employee with union representation and the Collective Agreement. The opportunity will be provided to the Union to have such meetings as part of the orientation program and it **will** be done collectively **where multiple new employees are present during orientation**, or individually **if only one employee is present during orientation**.
- 9.15 The Employer agrees that access to its premises shall not be unreasonably withheld, with appropriate notice, to any Union Representative(s) for the purpose of conducting business connected with the Union. This would include access for dropping off documents, attending scheduled meetings with management and labour management meetings.
- 9.16 The Employer agrees to provide the Union with all job descriptions covered by the applicable bargaining unit description upon request, when changes are made by the Employer. The Employer agrees to notify the Union in advance of implementation of any change initiated by the Employer to any job description covered by the applicable bargaining unit. The parties agree an administrative oversight in this regard shall not void amendments or be grieved.
- 9.17 The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions for positions within the Bargaining Unit.
- 9.18 At the time formal discipline is imposed **or at any stage of the investigation process**, an employee is entitled to be represented by a Union Steward or Union representative (in person or via telephone). The Employer shall advise the employee of this right to representation; however, it is the employee's responsibility to request the presence of a Representative when it is desired. **The employer will endeavour to provide no less than twenty-four (24) hours notice to stewards and representatives in advance of such meetings.** Where no Representative is available, there may be no challenge to the validity of the discipline due to their absence from the disciplinary meeting.
- 9.19 Labour-Management Relations Committee: It is agreed by the Union and the Employer that a Labour-Management Relations Committee be established for the purpose of an exchange of ideas and information on matters of mutual interest and concern.

On the request of either party, the parties could meet at least once every three (3) months, if necessary, until this agreement is terminated, for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement. An agenda is to be submitted to either party forty-eight (48) hours in advance of each meeting.

The Union may be represented at any such consultation meeting by the Stewards **and** Union Representative or designates. The Employer may be represented at any such consultation by the **District Director or designate** or Regional Director

of Operations or designates. Should either party wish to have any additional representation present for such meetings, such representatives shall be permitted to attend on consent of the other party. Membership for each of the parties shall not be more than five (5) members not including the union representative.

## **ARTICLE 10 - SENIORITY**

- 10.01 Recognizing that seniority is based on date of hire for **all** employees **regardless of status**, seniority shall be retained but not accumulated when an employee is absent from work with the exception of what is required by law.

Seniority shall include service with the Employer prior to the certification or recognition of the Union.

Service is defined as the length of employment of an Employee from the last date of hire.

- 10.02 A newly hired employee will be known as a probationary employee until **they have** actually worked and completed four **(4) calendar months of work**.

**The probationary period may be extended for up to an additional two (2) months with the mutual agreement of the employee, the Union and the Employer. Such an agreement will be in writing and include reasons for the extension.**

- 10.03 It is recognized that the probation period is a period during which the Employer will have the right to assess an employee and to determine whether such employee is, in the sole discretion of the Employer, acceptable for continued employment. It is therefore recognized that probationary employees may be terminated in the sole and absolute discretion of the Employer at any time for any reason during the probationary period. The dismissal of a probationary employee shall not be the subject of a grievance subject to 4.02.

- 10.04 Non-Accumulation of Seniority: 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 ninety (90) continuous calendar days;

- 10.05 Effect of Absence: Seniority shall be retained and accumulated when an employee is absent from work for any of the following reasons:

- (a) when on approved leave of absence with pay;
- (b) when absent on **any** leave **taken** in accordance with the provisions of the Employment Standards Act, 2000, as amended.

- (c) When absent on paid Union leave of absence;
- (d) When absent on a sick leave WSIB approved absence for a period of up to twenty-four (24) months.

**10.06** Seniority List

- (a) The Employer shall maintain a seniority list on a bargaining unit wide basis, which shall be supplied to the Union Office and the Chief Steward in January and July of each year.
- (b) The seniority list shall be in seniority order and include the employee's name, status (full-time, part-time, casual), job classification, geographic area separated by date of hire for full-time and hours worked for part-time and casual.
- (c) Any errors on the seniority list must be brought to the Employer's attention within thirty (30) calendar days after posting. An electronic PDF copy shall also be sent to the Union office at the time of posting.
- (d) Employees on an approved leave of absence of more than thirty (30) days shall have thirty (30) days from the date of return to work to notify the Employer of any discrepancies.

**10.07** An employee whose status is changed from part-time/casual to full-time shall receive credit for **their** full seniority on the basis of one (1) year for each nineteen hundred and fifty (1950) hours of **work**.. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

**10.08** Loss of Seniority and Termination: The parties agree that the following acts are incompatible with continued employment and shall result in immediate discharge for just cause. Seniority shall be lost and an employee shall be deemed to have terminated employment with the Employer if the employee:

- (a) resigns or retires;
- (b) the employee is discharged and not reinstated through the grievance or arbitration procedures set forth in this Agreement;
- (c) if an employee is absent due to illness or injury compensable by the Workplace Safety and Insurance Board (WSIB) for a period in excess of thirty-six (36) months;
- (d) subject to the Human Rights Code, is absent due to illness or disability (except for absences for which Workplace Safety and Insurance Board benefits are received) for a period of twenty-four (24) months or more;
- (e) is laid off for a period of eighteen (18) months;

- (f) fails to report for four (4) scheduled work assignments/visits within a twelve (12) month period without notifying the Employer in advance, or without providing a reasonable cause for such absences;
- (g) uses any leave provided for under this Agreement for any reason other than that for which it was granted, or engages on gainful employment while on such leave;
- (h) is absent from scheduled work for a period of two (2) consecutive working days without a satisfactory reason;
- (i) if, after a lay-off, the employee fails to report to work within ten (10) working days after being notified to do so by the Employer by Registered Mail, addressed to their current mailing address, unless the employee is unable to do so by reason of illness or other reasonable cause. It shall be the responsibility of the employee to keep the Employer informed of their current mailing address;
- (j) if the employee fails to report to work on the next day after the expiry of a leave of absence, vacation or suspension without furnishing a satisfactory reason.
- (k) employee is paid severance;
- (l) releases confidential personal or medical information about a client to unauthorized persons;
- (m) deliberately falsifies documents (written and/or electronic) including but not limited to client documents, medical documents, travel and expense reports, payroll documents, time or work records;
- (n) assaults or abuses a client, caregiver, family member or persons employed by the Employer;
- (o) engages in the theft of property from a client, caregiver/family member or the Employer; or
- (p) fails to maintain a clear Vulnerable Persons Screening (VPS) and Criminal Reference Check.
- (q) **Fails to hold a certificate of registration in good standing from the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act.**

This provision does not bar the Union from filing a grievance on behalf of a **non-probationary** employee discharged under this provision and challenging whether the triggering event set forth has occurred, but where the triggering event has taken place an Arbitrator has no jurisdiction to alter the specific penalty herein.

## ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 For the purpose of this Agreement, a Grievance is defined as a difference arising either between a member of the bargaining unit and the Employer or between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 11.02 The Grievance shall identify the nature of the Grievance; the remedy sought, and should, where possible, specify the provisions of the Collective Agreement which are alleged to have been violated and shall be signed and dated, where possible, by the grievor. But in any event, such grievance shall be signed if processed to Step 2.
- 11.03 It is the mutual desire of the parties hereto that complaints of Employees shall be addressed as quickly as possible and it is understood that an Employee has no Grievance until **they have** first given **their** immediate Supervisor the opportunity of addressing **their** complaint. If an Employee has a complaint, such complaint shall be discussed with **their** immediate Supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred or ought reasonably to have come to the attention of the Employee. If the immediate Supervisor is unable to address the complaint to the mutual satisfaction within five (5) working days, the Employee may proceed with the Grievance within five (5) working days following the decision of the immediate Supervisor.
- 11.04 Step 1: Failing settlement at the Complaint Stage, the Steward and/or the employee shall submit a completed written grievance to their Supervisor/designate, within five (5) working days following the Supervisor's decision under the Complaint procedure above. The Supervisor/designate shall render **their** decision in writing to the Union Steward and the employee within five (5) working days after presentation of the written grievance.
- 11.05 Step 2: Failing settlement at Step 1, a Union Representative may, within ten (10) working days following the Supervisor's decision in Step 1 above, schedule a meeting with the **District Director or designate**. The Union Steward and the employee will be present at such meeting. Upon completion of this meeting, the **District Director or designate** shall render **their** decision within five (5) working days.
- 11.06 Failing settlement at Step 2, the grievance may be submitted to arbitration within ten (10) working days after the decision has been provided by the **District Director or designate**, as set out in Step 2 above.
- 11.07 Group Grievance: Where an issue relating to the interpretation, application or alleged violation of the collective agreement directly affects more than one (1) employee such that they each would be entitled to file a Grievance, the employees may file a group grievance listing each of the employees claiming to be affected. A group grievance shall be filed at Step 1 of the grievance procedure

within five (5) working days of the occurrence of the circumstances giving rise to the grievance. Where a group grievance is filed, all individual grievances dealing with the same subject matter shall become part of the group grievance and will be processed as part of the group grievance.

- 11.08 Policy Grievance: The Employer and the Union shall have the right to file a grievance based on a dispute arising out of the application, interpretation or alleged violation of the Agreement. However, a policy grievance shall not include any matter, which an employee is personally entitled to grieve, and the regular grievance procedure shall not be by-passed. A policy grievance may be lodged by either party in writing at Step 2 of the grievance procedure at any time within ten (10) working days of the circumstances giving rise to the grievance. If such grievance is filed by the Employer at Step 2, it shall be presented to the Union Representative or **their** designate. If it is not satisfactorily settled, it may be referred to arbitration in the same manner and to the same extent as the grievance of an employee.
- 11.09 Discharge or Suspension Grievances - Any Grievance (which has been reduced to writing) involving discharge or suspension shall receive priority and shall commence at Step 2 of the grievance procedure within five (5) working days of the Employee being notified of **their** discharge or suspension.
- 11.10 No grievance may be submitted to arbitration which has not been properly carried through all of the Steps of this Complaint and Grievance Procedure.
- 11.11 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the Employee(s) involved.
- 11.12 The Employer and the Union may agree, in writing, to extend the time limits for any Step in the grievance procedure or for referring a matter to arbitration. The Employer and the Union may also agree, in writing, to waive any step of the grievance procedure.

## **ARTICLE 12 - MEDIATION AND ARBITRATION**

### 12.01 Grievance Mediation

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

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) working days after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation will commence within twenty (20) working days of the

grievance being submitted to mediation, or longer period as agreed by the parties.

- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the Proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) working days following grievance mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of this Collective Agreement. In the event that a grievance, which has been mediated subsequently, proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

#### 12.02 Grievance Arbitration

- (a) If either party requests that a grievance be submitted to arbitration, the request shall be made in writing and within the time limits specified in the Grievance Procedure. The two parties shall endeavor to agree upon a single arbitrator within thirty calendar days of this letter.
- (b) If the parties are unable to agree upon an arbitrator within a further thirty (30) calendar days, either party may seek an appointment from the Ministry of Labour.
- (c) The arbitrator hearing the grievance shall not have the power to add to, subtract from, modify or otherwise amend this Agreement in order to give any decision or award that is inconsistent with it.
- (d) The parties shall each pay their own costs of the arbitration and shall jointly share the costs of the arbitrator and the hearing.
- (e) A failure to strictly observe the time limits therein shall render the grievance abandoned and inarbitrable. The time limits in the arbitration procedure may be extended by mutual agreement of the parties.

- (f) Saturdays, Sundays and Public Holidays as set forth in this collective agreement are not to be counted in the time limits as set out in this Article.
- (g) The parties may by mutual agreement substitute a Board of Arbitration for a sole Arbitrator.

## ARTICLE 13 - JOB POSTING

- 13.01 Where the Employer determines that there is a permanent or subsequent vacancy for full-time or part time/casual position in the Bargaining Unit and that it wishes to fill, the Employer shall post a job posting **electronically** for five (5) working days and broadcast via email. Such posting will include: job classification, status of position, qualifications, required knowledge, experience, education, skill and ability, normal hours of work/schedule, geographical area and rates of pay as per collective agreement.
- 13.02 Where the Employer's requirement for employees is an ongoing one, such notice may remain posted and shall be deemed to be in compliance with this provision.
- 13.03 Employees who wish to apply for a posted position must submit an application **electronically** to the Employer within the five (5) working days period referred to in Article 13.01.
- 13.04 In filling postings, the Employer shall consider the qualifications, required knowledge, experience, education, skills and ability of the applicants to perform the work efficiently. Where these factors are relatively equal, the applicant with the greatest seniority shall be the one selected to fill the vacancy. The name of the successful applicant will be **shared with an Employee upon their request to their manager or supervisor** and the Employer will email applicants that the position has been filled. The Union will be provided with the name of the successful applicant.
- 13.05 An administrative email notification oversight shall not void this process nor be subject to grievance.
- 13.06 Trial Period: The successful applicant will be placed in different position for a trial period of twenty (20) working days. If either the Employee or the Employer determines that the position is not suitable to the Employee during the trial period, the Employee will be reassigned to **their** former employment status in the bargaining unit, as will any employee affected by the returning employee.
- 13.07 New Classifications: Should the Employer establish a new classification that falls within the scope of the Collective Agreement, the Employer shall determine the rate of pay for such new classification and shall notify the Union of same within twenty (20) days of the creation of the classification. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of the notice from the Employer of the new classification

and rate. If the parties cannot agree to the rate, the dispute concerning the rate may be submitted to arbitration pursuant to Article 11 within fifteen (15) days of such meeting. Any change mutually agreed or arbitrated shall be retroactive to the date that notice of the new rate was given by the Employer.

#### **ARTICLE 14 - LAY-OFF AND RECALL**

- 14.01 Where it is necessary to reduce the working force of employees, the Employer will make effort, when effecting layoffs, to layoff by reverse order of seniority in the affected classification(s) and geographic area provided that those who remain have the qualifications, skills, experience or ability to perform the duties of the job.
- 14.02 Where there is a partial loss of contract the least senior employees equivalent as much possible to those in the affected geographic area shall be laid off and the Employer shall reassign work in accordance with process as set forth in Article 16.
- 14.03 The Employer shall advise the Union, where possible, in the event of a proposed lay-off or reduction of hours of a permanent or long-term nature which affects or could affect the Bargaining Unit. The Employer agrees to meet with the Union to discuss the reasons for such lay-off or reduction of hours, possible alternatives to it and the method of implementation, including minimizing travel and the numbers of employees to be affected.
- 14.04 Any agreement reached by the parties on the process or restructuring and lay-off/recall process shall supersede the language of the collective agreement. Should the parties fail to reach an agreement the union reserves its right to grieve.
- 14.05 The employees will be provided the notice of lay-off in accordance with the Employment Standards Act.
- 14.06 Notice to recall shall be sent by registered mail to the employee's current address on file. The employee must respond in writing to the notice within ten (10) working days of **their** intention to either accept or decline the offer of recall. In the event that **they** decline or do not respond, **they** shall lose all seniority and shall be considered to have resigned **their** employment.
- 14.07 No full-time employee within the Bargaining Unit shall be laid off in order for the Employer to intentionally reduce Full-time positions in order to hire new part-time staff. This shall not preclude the Employer from recalling staff in order of seniority regardless of their Full-time, Part-time or casual status.
- 14.08 When recalling employees after lay-off, those last to be laid off will be the first to be recalled provided that in each case, the employee is qualified, and has the skill and ability to perform the work. Employees recalled to work to a different geographic area than which they worked at the time of layoff, shall have the option of returning to the geographic area held prior to the lay-off should it become

vacant within six (6) months of being recalled. Such transition will not be a violation of the Hours of Work language and shall not be subject to grievance.

- 14.09 It is the employee's responsibility to ensure that **their** home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for the employee's failure to notify.
- 14.10 Employees on lay-off shall be given the opportunity to perform available work prior to new Employees being hired provided they are qualified, and **have** the skill and ability to perform the work.

## ARTICLE 15 - LEAVES OF ABSENCE

Except for Pregnancy and Parental Leaves, the following entitlements apply to non-probationary employees.

- 15.01 Union Office: An employee who has been elected, appointed or otherwise selected to a full-time position with the Union shall be entitled to a leave of absence without pay and without loss of seniority (for full-time employees- date of hire) for a period not to exceed two (2) years or for the period during which **they are** elected, appointed or otherwise selected to hold the position, whichever is the shorter. The employee shall be entitled to return to **their** former position or to such other position to which **they** may be entitled by reason of seniority.
- 15.02 Union Leave: The Employer may grant leave of absence without pay, to no more than five (5) employees and not more than two (2) employees from the same geographic area at the same time to attend Union conventions, educational sessions and other Union business provided that such leave will not interfere with the efficient operations of the Employer. Such leave must be applied for in writing at least three (3) weeks in advance of the convention or educational session as the case may be. The total of all leaves of absence for all employees shall not exceed forty (40) working days per calendar year. Where such leave has been granted the Employer will continue to pay such Employee **their** regular wages and benefits. The Union will reimburse upon receipt of a detailed invoice for the paid wages and benefits.
- 15.03 Pregnancy and Parental leaves: The Employer will comply with the requirements of the Employment Standards Act with respect to pregnancy and parental leaves.
- 15.04 Bereavement Leave: Bereavement Leave without loss of base pay for previously scheduled hours will be granted up to a maximum of five (5) consecutive days (maximum of 37.5 hours/visits) immediately following the death of a member of the employee's spouse or child (**including stillbirth**), and a maximum of three (3) consecutive days (maximum of 22.5 hours/visits) immediately following the death of a member of the immediate family ending with the day of the funeral. Immediate family means parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law and daughter-in-law. The Employer reserves the right to request a copy of the death certificate. A longer leave of absence without

pay may be negotiated with the employee's Manager/Supervisor.

- 15.05 The Employer will grant Reservist Leave, Family Caregiver Leave, Critically Ill, Childcare Leave and Crime-Related Death and Disappearance Leave in accordance with the terms of the Employment Standards Act.
- 15.06 Public Office: An employee who is elected or appointed to public office shall be granted an unpaid leave of absence without loss of seniority, but not accrual of seniority, for the term required by the office held. The Employer recognizes the right of employees to serve in public office. Therefore, upon written request, the Employer shall allow unpaid leave of absence so that the employee may be a candidate in federal, provincial or municipal elections.
- 15.07 Personal Leave: Requests for a personal leave of absence without pay in excess of two (2) weeks are to be submitted to the employee's supervisor in writing and will be considered on an individual basis, subject to operation requirements and at the sole discretion of the Supervisor. Such requests shall include the reason for the leave and are to be submitted at least one (1) month in advance, unless impossible. Where such leave meets the requirements of an ESA Leave an employee shall not be required to exhaust their vacation bank first, however, if the leave does not meet ESA leave requirements employees' vacation time shall be exhausted prior to personal leaves of absence being considered.
- 15.08 Education Leave: Where an external source of funds is available for the training or education of employees, and the Employer is entitled to access those funds, the Employer agrees that eligible employees who successfully complete the training or education program shall be reimbursed for tuition expenses or time lost to the extent that the external source of funding allows.
- 15.09 Where the Employer is required by law or this collective agreement to return employees to pre leave hours, within the same geographical area\*, the Employer shall do so and such scheduling shall not be a violation of Article 16 Hours of Work. Employees are not entitled to any specific ParaMed Home Health Care clients.
- \*Geographic areas may be mandated by the government and/or outside agencies. The determination of Geographical areas are a reserved management rights and subject to operational changes. The parties agree such amendments are appropriate subject matter for Labour Management Meetings and the Employer shall provide as much notice as possible and shall consider alternatives put forth by the Union.
- 15.10 A leave of absence, without pay, to take further training courses or seminars related to the employee's work with the Employer may be granted, at the discretion of the Employer, upon written application by the employee to **their** Supervisor. It is understood and agreed that the Employer will, wherever practicable in accordance with its scheduling requirements, arrange scheduled work assignments of employees attending such training courses or seminars to permit such attendance. Requests for leave shall not be unreasonably denied.

- 15.11 Any form of leave granted under this Agreement which would also qualify as any Leave under the Employment Standards Act shall be counted toward both leave entitlements.
- 15.12 Employees who are on leave of absence will not engage in gainful employment on such leave.
- 15.13 After two (2) weeks an employee wishing to continue benefits coverage during such leave shall deposit the full amount for the duration of the leave for both employer and employee benefit premiums prior to commencing leave. Provided employees have required benefit credits banked, benefit premium cost sharing shall continue during the first two (2) weeks of leave.
- 15.14 Where the Employer offers courses, workshops or lectures to employees, and attendance at such courses, workshops or lectures is considered voluntary, attendance will be without pay.
- 15.15 Where the Employer holds In-Service training sessions or other designated training and attendance is mandatory, attending employees shall be paid at their base rate set out in Appendix "A". Mandatory In-Service and/or mandatory meetings time shall be included in the application of Article 16 Overtime.

15.16 Jury Duty:

- (a) If an employee is required to serve as a juror in any court of law or attend under subpoena as a witness in a court proceeding, the employee shall be granted a leave of absence without pay.
- (b) Where an employee is required by subpoena to attend a court of law or a coroner's inquest as a witness in connection with a case arising from the employee's duties with the Employer, the employee shall not lose pay as a result of not being able to attend any accepted and scheduled client assignments that day. This will be affected by the Employer paying such employee the difference between **their** regular earnings and the payment received with the subpoena. The employee will sign over **their** subpoena fees to the Employer, and the Employer will pay the wages that would have been earned by the employee on that day but for the subpoena.
- (c) The employee shall notify the Employer immediately after receiving a subpoena. The employee will come to work during those regularly scheduled hours that **they are** not required to attend at court or an inquest where possible and reasonable to do so. The employee will provide the Employer with a signed document from the clerk of the court stating the days and times that the employee was in attendance. This provision shall not apply to grievance arbitration.

## ARTICLE 16 - HOURS OF WORK AND SCHEDULING

- 16.01 The parties acknowledge the Employer has an obligation to meet their contractual requirements and client needs. Consequently, scheduling will be subject to those parameters subject to the terms and conditions of the collective agreement.
- 16.02 This Article shall set out the process for scheduling work assignments for Full-Time, Part-Time and Casual employees. It shall not be construed to be a guarantee of the amount of work per day or hours/visit of work per week. The employer will endeavour to schedule staff up to the Full-time and Part-time hours noted below, where the hours are available.
- 16.03 Employees shall be scheduled in order of seniority, subject to the following criteria:
- (a) the skills, ability, experience and classification required to meet the Client's needs;
  - (b) continuity of care; and
  - (c) geographic area subject to terms and conditions of collective agreement.
- 16.04 Employees will be scheduled for available work assignments subject to Article 16.03 in the following sequence:
- (a) full-time employees in order of seniority;
  - (b) part-time employees in order of seniority;
  - (c) casual employees in order of seniority.
- 16.05 Full-time Employees: Full-time employees shall be scheduled within their **designated hours/master lines up** to eighty-eight (88) hours in a two (2) week period. **Full-time employees will not be required to work more than fifty (50) hours in a week unless mutually agreed.** This includes direct and indirect time.
- The Employer shall arrange work schedules so that full-time employees have every other weekend off, unless mutually agreed.**
- 16.06 Part-time Employees: Part-time employees shall be scheduled **within their designated hours/master lines** up to sixty (60) hours and offered up to eighty-eight hours (88) in a two (2) week period. **Part-time employees will not be required to work more than forty (40) hours in a week unless mutually agreed.** This includes direct and indirect time.
- The Employer shall arrange work schedules so that part-time employees have every other weekend off, unless mutually agreed.**
- A part-time employee who is temporarily replacing a full-time employee shall be considered full-time for the purposes of shift assignment.
- 16.07 Casual Employees: Casual employees shall fill out an availability form which will be given to the Supervisor, in writing, by the 15<sup>th</sup> of the previous month.

Availability must include at least one (1) weekend per month (weekend defined as Saturday and Sunday), and at least four (4) days in a four week period each week and must provide availability to work a minimum of four (4) Public Holidays as per Article 17.01. Should an employee not work three (3) scheduled assignments in a calendar year they will be deemed to have abandoned their employment relationship with the Employer and voluntarily resigned. The employee will be notified in writing of abandoned assignments.

- 16.08 Master schedules will be created for all employees and no one will be required to work more than ten (10) shifts (8 hour days) or eight (8) shifts (12 hour days) in the two week period.
- 16.09 Master Schedules include employees work days, as well as employee's scheduled days off on a recurring basis.
- 16.10 The Employer will endeavour to schedule shift assignments as consecutively as possible.
- 16.11 Overtime: Overtime at the rate of time and one half (1½) an employee's regular rate of pay shall be paid for all hours worked in excess of eighty-eight (88) hours, averaged over a two (2) week period. This includes direct and indirect time.
- 16.12 For the purpose of this Agreement a work week commences at 0001 on a Monday. Should the employee agree to work in excess of eighty-eight (88) hours, averaged over a two (2) week period, they will be paid at the overtime rate set forth in 16.11 above.
- 16.13 Nurses agree they will not work in excess of eighty-eight (88) hours averaged over a two (2) week period without prior approval of their manager.
- 16.14 Daylight Savings Time: Where there is a change to Daylight Savings Time from Standard Time or vice versa, employees shall be paid for **their** actual hours worked.
- 16.15 Call Ahead / Clients Not Seen Not Found:
- (a) **Employees must call their client (if applicable) prior to making client visits to ensure client availability. The preferred time to call a client is prior to being enroute to the visit. If a client fails to answer the phone or refuses the service, the employee will call the office for instruction. The employer will provide alternative work within the employee's designated hours of work. Such alternative work shall be scheduled as soon as possible, so as not to place an employee in overtime. All employees must immediately report the not seen/ not found to the office to ensure client safety. The parties agree alternative work shall supersede Article 16 Hours of Work.**
  - (b) **Upon the arrival to the scheduled visit, if the employee is unable to locate the client, they must immediately report the not seen/not found**

**to the office to ensure client safety, as per the not seen/not found protocol/policy.**

- (c) Provided the employee has followed the Call Ahead/Client Not Seen Not Found Guideline, and another make up visit/shift cannot be scheduled within the employees' designated hours of work on the same day, the Employer will pay the employee for the travel and cancelled visit/shift and will pay up to a maximum of four (4) hours for a visit/shift if the assignment is cancelled at the door or enroute to the client who has cancelled.**
- (d) If a same day scheduled visit (new visits added to the employee's schedule for that day) is cancelled at the door or en route, the Employer will pay the employee for the travel and shift/visit, provided the Employee called ahead and provides proof of call upon request.**

**16.16** An employee must make every effort to notify **their** Client Service Specialist (24 hours/day) with not less than four (4) hours or as much notice as possible, before the start of work assignment of **their** inability to report for work due to sickness. It is the employee's responsibility to keep the Employer informed of the status of their sick leave on a daily basis and to advise the expected date of return to work.

## **ARTICLE 17 - PUBLIC HOLIDAYS**

**17.01** An employee who is required by the Employer to work on any of the holidays set out below shall receive time and one-half (1½) **their** regular rate for hours worked on the holiday.

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

**17.02** Holiday Qualifications: In order to be entitled to receive payment for these holidays, the employee must work **their** scheduled working day immediately preceding and the working day succeeding the holiday unless on a leave of absence or absent due to illness.

**17.03** Employees are eligible for holiday pay in accordance with the Employment Standards Act.

## **ARTICLE 18 – VACATIONS**

**18.01** The vacation year will be from January 1<sup>st</sup> to December 31<sup>st</sup>.

**18.02** A vacation week is defined as the number of shifts worked in a week in addition

to the regularly scheduled days off.

- 18.03 Full-time and Part-time Employees: Changes in vacation pay and entitlement shall become effective on the first full pay period following December 31<sup>st</sup>, as follows:

Less than three thousand nine hundred (3900) hours worked as of December 31<sup>st</sup> in any year, two (2) weeks' vacation at four percent (4%) of earnings.

After three thousand nine hundred (3900) hours worked as of December 31<sup>st</sup> in any year, three (3) weeks' vacation at six percent (6%) of earnings.

After fifteen thousand six hundred (15,600) hours worked as of December 31<sup>st</sup> in any year, four (4) weeks' vacation at eight percent (8%) of earnings.

After twenty-nine thousand two hundred and fifty (29,250) hours worked as of December 31<sup>st</sup> in any year, five (5) weeks' vacation at ten percent (10%) of earnings.

- 18.04 Casual employees shall receive vacation pay paid on each cheque in accordance with the Employment Standards Act 2000.
- 18.05 An employee shall not be permitted to accumulate **their** vacation from year to year. Any vacation not used by December 31 of that year will be paid out no later than January 31<sup>st</sup> of the subsequent year.
- 18.06 Should an employee resign or have **their** employment terminated, any accumulated vacation pay shall be remitted to **their** as per the regular pay cycle.
- 18.07 Vacations between the last Monday in June through to the 3<sup>rd</sup> Monday in September, will be granted to a maximum of two (2) weeks.
- 18.08 Subject to operational requirements non-probationary employees shall be entitled to request vacation time as set forth below. In the case of conflicting requests for vacation, seniority will govern.

Employees will be notified, in writing, of their approval or denial of their vacation requests as set forth below. Requests for vacation weeks shall always be given preference prior to single vacation day requests.

Vacation Time	Deadline for Request	Employer Response
January – April	November 1	Dec 1
May – August	March 1	April 1
September - December	July 1	August 1

**Vacation requests submitted after the deadlines specified above will be granted on a first come first serve basis. Employee will be notified of the approval or denial of late vacation requests as soon as possible but no later**

**than two (2) weeks after it is submitted.**

Subject to operational requirements, once approved by the Employer, the vacation schedule shall not be changed other than in cases of written mutual consent between the Employer and the employee concerned.

Employees shall be entitled to use their vacation entitlements after completing their probationary period on a pro-rated basis.

18.09 Status Report: **Employees will have access to an updated status report of vacation days electronically.**

18.10 Employees may opt to have their vacation pay paid on each cheque in accordance with the Employment Standards Act 2000 or accrued and paid as vacation pay when they take their vacation, equivalent to the hours taken. Requests for ad-hoc vacation payments will not be processed.

## **ARTICLE 19 – COMPENSATION**

19.01 Wages shall be paid in accordance with **Appendix "A"** attached.

19.02 Mileage Allowance

- (a) Employees will be paid, a mileage allowance of forty five cents (\$0.45) per kilometer who, in one day, are required to travel more than one (1) kilometer between assignments (except assignments within one building or complex).
- (b) Claimable mileage shall only include all travel between clients.
- (c) Personal/Home Support Workers providing hourly visits, time spent travelling between Clients will be considered hours worked and shall be compensated **at their indirect rate of pay. Regardless of the mode of transportation, travel time and kilometres shall be calculated based on a static best driving route as determined by Google Maps according to the addresses for the visits recorded on file.**
- (d) Nurses will be paid an additional \$1 travel stipend per visit in the county.
- (e) For greater clarity, pay for travel and travel time is payable only for KMs travelled and time spent on travelling between clients for H/PSWs. It is not payable for hourly paid employees KMs or travel time between an employee's home and **their** first client of the day or between **their**-last client of the day and home.
- (f) **In order to be paid for travel, an employee shall confirm each visit by logging in and out of visits in the manner specified by the Employer through their company issued Device, which will automatically**

**submit travel time to payroll.**

**Employees shall not be penalized or suffer a loss of pay due to technical issues or internet outages. Such technical/internet issues must be reported to the Device Manager or designate immediately.**

19.03 Employees will be paid the mileage allowance (KM) to attend all scheduled staff meetings, trainings and Employer mandatory courses and seminars as if it were a visit.

19.04 Exceptional Travel Circumstances: Upon approval, regardless if the client is the first or last visit, an employee will be paid mileage allowance (KM) starting after 20 KM. This shall not apply to employees who reside in a community other than which they are scheduled.

19.05 Where a break of at least two (2) hours between Patient assignments exists travel will be calculated from the last patient to their next patient.

19.06 Mandatory In-service shall be compensated for mileage allowance in accordance with Article 19.

19.07 Shift and Weekend Premium:

Seventy-four (.74) cents for all hours worked between 1800 hours to 0459 hours Monday to Thursday and from 1800 hours on Friday to 0459 Monday.

19.08 Wage Progression

**Full-time Employees (all classifications) will progress through the wage grid for their classification based on their years of service, in accordance with their date of hire.**

**With the completion of every twelve (12) months of service, full-time employees will move up one step on the wage grid, until they reach the top for their classification.**

**Part-time and casual HSWs/PSWs shall advance through the Wage Progression based on each 1950 direct and indirect hours worked. Employees are eligible for wage progression when milestone hours have been reached. This accumulation approach will allow part-time or casual staff to be recognized for their experience.**

**Progression for part-time and casual Nurses is based on 1950 hours worked (and not number of visits). Employees are eligible for wage progression when milestone hours have been reached. This accumulation approach will allow part-time or casual staff to be recognized for their experience.**

## **ARTICLE 20 - HEALTH AND WELFARE BENEFITS**

20.01 All employees working more than twenty-five (25) hours per week shall be eligible to participate in the benefit plan in accordance with the terms of the benefit plan (including but in no way limited to the terms concerning eligibility). The Benefit details of plan 31 B are outlined in Appendix "B". For complete information about the benefit plan 31 B, employees should refer to the benefit guide issued by the provider.

The Employer agrees to make available to all full-time and part-time employees, and the Union representative, a copy of the applicable benefit summary.

20.02 Change of Carriers: The Employer shall provide to the Union and to each employee a copy of the current information booklets for those benefits provided under this Article. The Employer will provide a minimum of thirty (30) days' notice to the Union prior to substituting carriers. In the event of a change of carrier or to the composition of the benefits provided for in the Plan, the Employer shall ensure the overall level of benefits provided shall be substantially the same.

20.03 The Plan shall not form part of this Agreement and shall not be the subject of grievance or arbitration under this Agreement. The Employer's only obligation with respect to benefits is the payment of its portion of the premiums. All disputes concerning benefits shall be matters exclusively between the employee(s) and the benefits carrier. Employees shall be responsible for the payment of all premiums for Critical Illness insurance, and such premiums shall be deducted from each employee's wages. Where an employee does not earn sufficient wages to cover the cost of the premiums, the employee is required to pay the premium amounts to the Employer.

20.04 The Employer shall provide not less than thirty (30) days' notice in the event of a change to the Plan terms, including but in no way limited to the benefits provider. In the event of a change to the composition of the benefits provided for in the Plan, the Employer shall ensure the overall level of benefits provided shall be substantially the same.

20.05 Sick Leave: Five days (5) annually, paid at direct rate, for all employees working more than twenty-five (25) hours per week. Sick pay cannot be accrued to the following calendar year. The Employer reserves the right to request a note from the employee's treating physician.

20.06 RRSP: Employees may contribute to a group RRSP plan deducted at source, administered by the Employer.

### **20.07 Matching RRSP (RPNs/RNs)**

**By June 30, 2024, the Employer will offer a voluntary group Registered Retirement Savings Plan (RRSP), administered by the Employer or a third-party provider as determined by the employer to active employees working in a Full time or Part time Registered Practical Nurse (RPN) or Registered**

**Nurse (RN) position within the bargaining unit.**

**The Employer will match contributions made by the employee of up to three percent (3%) of an employee's gross wages at the time specified in the plan. Employees may make voluntary contributions to their RRSP based on whole number percentages (1%, 2%, or 3%) of their gross wages up to the 3% maximum specified in the plan. The Employer shall provide the Union with updates as to the timelines and eligibility for the RRSP. The Group RRSP is not retroactive.**

**Maintain any existing superior conditions.**

**ARTICLE 21 – GENERAL**

- 21.01 No Pyramiding: There shall be no pyramiding or compounding of any overtime pay, premium pay or any other benefit provided for in this Agreement.
- 21.02 Copies of Agreement: The Union and the Employer desire every employee to be familiar with the provisions of the Collective Agreement and **their** rights and obligations under it. For this reason, the parties shall share the cost of printing sufficient booklet form copies of the Collective Agreement in a Union shop within 90 days of signing.
- 21.03 The Employer shall make available to the Union a bulletin board. The bulletin board shall be used by the Union for posting notices relating to official Union business such as: union meetings, social, recreational and educational events, union elections and appointments. Such notices must be approved by the **District Director or designate** prior to posting. Such approval shall not be unreasonably denied or delayed. The Union shall ensure that expired notices are removed.

**Due to the nature of home care service delivery and the unique workplace setting, the Employer will agree to send on behalf of the Union an email notifying employees of the following: quarterly membership meetings (limited to four such notifications per year), ratification votes, and union elections. Such communications must be approved by the District Director or designate prior to sending out. Such approval shall not be unreasonably denied or delayed.**

- 21.04 It is the employee's responsibility to ensure their address and any other relevant employee information is kept current with the Employer.
- 21.05 Regular pay days shall be bi-weekly. Where available, such payment shall be direct deposit. The Employer will continue to provide relevant pay related data in line with current practice. This shall not preclude the Employer from amending pay periods and/or pay days provided the Union receives one (1) month notice.
- 21.06 It is agreed that should the Employer exercise their right to change pay days/periods the Union does not waive any premium entitlement under the

collective agreement that employees will be entitled to as a result of the change of the pay day/period. In the event that a statutory holiday falls on the pay day, the pay day shall then be the preceding work day.

- 21.07 In the event of an error (over or underpayment) on the employees pay cheque the correction will be made in the pay period following the date on which the error comes to the Employer's attention. If the error results in an employee being underpaid by fifty dollars (\$50.00) or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.
- 21.08 Criminal Reference Check: All new employees must provide upon hire, at their cost, a clear vulnerable positions screening (VPS).

The Employer may require seniority employees to provide updated VPS and Criminal Reference Check and/or enhanced Criminal Screening, provided such documents remain clear the Employer shall reimburse the employee upon receipt the full cost.

21.09 Record of Discipline:

- (a) A record of disciplinary suspension action shall be removed from the official file of an employee eighteen (18) months from its effective date if there are no instances of disciplinary action taken during this period.
- (b) A record of all other disciplinary action shall be removed from the official file of an employee twelve (12) months from its effective date if there are no other instances of disciplinary action taken during this period. This article shall also apply retroactively from the date of ratification.
- (c) Leaves of absence shall not offset either periods noted above.

21.10 Workplace Safety and Insurance

- (a) The Employer agrees to supply the Worker with a copy of the Employer's Report of Accidental Injury or Industrial Disease in accordance with WSIA.
- (b) The Employer shall continue to pay the Employer's share of the health and welfare benefits in accordance with the Act for up to one (1) year for any worker who is in receipt of WSIA benefits under the provisions of the Workplace Safety and Insurance Act.

21.11 Modified Work: The Employer and the Union agree it is in the best interest of employees to return to work as soon as reasonably possible following compensable injury or illness.

**21.12 Parking**

**Where an employee is required to pay for parking to attend to a client, the employer shall reimburse the employee the full amount upon proof of**

payment. Where there is no ability to receive a receipt, the employer shall document on the Care Plan that the client is only accessible by paid parking and shall reimburse the employee the rate for parking required during the allotted appointment time.

**ARTICLE 22 - DURATION**

22.01 This Agreement shall be binding and remain in effect from date of Award June 5, **2023** until three (3) years thereafter June 4, **2025** and shall continue from year to year thereafter unless either party gives the other party notice in writing at any time within the three (3) month period immediately preceding the termination date of its desire to amend this collective agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:

FOR SEIU LOCAL 1 CANADA:

Len Starrett Nov 21, 2024

[Signature] Dec 19, 2024

Michael Bourdon Dec 19, 2024

Rhonda Savarie Dec 19, 2024

\_\_\_\_\_ Dec 19, 2024

Catherine Morrison Dec 19, 2024

\_\_\_\_\_ Dec 20, 2024

Kaitlyn Marentette Dec 20, 2024

\_\_\_\_\_ Dec 20, 2024

Kimberly Bank Dec 20, 2024

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**APPENDIX “A”**

WAGES  
Effective **June 5, 2023**

<b>PERSONAL SUPPORT WORKER (PSW) WAGE PROGRESSION</b>			
<b>Steps</b>	<b>Hours Worked</b>	<b>Direct Wage Rate (Inclusive of Wage Enhancement) New Grid</b>	<b>Direct Wage Rate (Inclusive of Wage Enhancement) 2%</b>
		<b>January 1, 2024</b>	<b>January 1, 2025</b>
<b>Start</b>		<b>\$20.72</b>	<b>\$21.13</b>
<b>1</b>	<b>1950</b>	<b>\$21.26</b>	<b>\$21.69</b>
<b>2</b>	<b>3900</b>	<b>\$21.58</b>	<b>\$22.01</b>
<b>3</b>	<b>5850</b>	<b>\$21.90</b>	<b>\$22.34</b>
<b>4</b>	<b>7800</b>	<b>\$22.23</b>	<b>\$22.67</b>
<b>5</b>	<b>9750</b>	<b>\$22.54</b>	<b>\$22.99</b>
<b>6</b>	<b>11700</b>	<b>\$22.87</b>	<b>\$23.33</b>
<b>7</b>	<b>13650</b>	<b>\$23.19</b>	<b>\$23.65</b>
<b>8</b>	<b>15600</b>	<b>\$23.42</b>	<b>\$23.89</b>
<b>Indirect Wage Rate is the legislated minimum wage rate as amended from time to time.</b>			

Related Clinical Experience for PSW/**Nurse** New Hires (Probationary PSWs/**Nurses**)

The Employer shall have the discretion to determine the initial step level on the PSW/**Nurse** wage grid of the newly hired PSWs/**Nurses** prior to commencing **their** first day of work. The PSW/**Nurse** shall provide the Employer with verification of **their** past related clinical experience and the Employer will determine the placement on the grid based on the verification information.

One (1) year of FT experience or equivalent places a newly hired PSW/**Nurse** to Step **1** and 2 years of FT experience places a newly hired PSW/**Nurse** at Step **2**. The maximum placement for related clinical experience for new hires is Step **2**. This assessment of previous experience and placement for new hires is at the sole discretion of the employer and not subject to a grievance.

<b>PERSONAL SUPPORT SERVICES (PSS) HOME SUPPORT WORKER (HSW) WAGE PROGRESSION</b>			
Steps	Hours Worked	Direct Wage Rate (Inclusive of Wage Enhancement) New Grid	Direct Wage Rate (Inclusive of Wage Enhancement) 2%
		January 1, 2024	January 1, 2025
<b>Start</b>		<b>\$20.72</b>	<b>\$21.13</b>
<b>1</b>	<b>1950</b>	<b>\$21.26</b>	<b>\$21.69</b>
<b>2</b>	<b>3900</b>	<b>\$21.58</b>	<b>\$22.01</b>
<b>3</b>	<b>5850</b>	<b>\$21.90</b>	<b>\$22.34</b>
<b>4</b>	<b>7800</b>	<b>\$22.23</b>	<b>\$22.67</b>
Indirect Wage Rate is the legislated minimum wage rate as amended from time to time.			

<b>REGISTERED PRACTICAL NURSE (RPN) WAGE PROGRESSION - VISIT RATE</b>				
Steps	Hours Worked	Jan 1 2024 New Grid	Jan 1 2025 2%	Initial
<b>Start</b>		<b>\$25.19</b>	<b>\$25.69</b>	<b>1.5x visit rate</b>
<b>1</b>	<b>1950</b>	<b>\$25.45</b>	<b>\$25.96</b>	<b>1.5x visit rate</b>
<b>2</b>	<b>3900</b>	<b>\$25.73</b>	<b>\$26.24</b>	<b>1.5x visit rate</b>
<b>3</b>	<b>5850</b>	<b>\$26.00</b>	<b>\$26.52</b>	<b>1.5x visit rate</b>
<b>4</b>	<b>7800</b>	<b>\$26.28</b>	<b>\$26.81</b>	<b>1.5x visit rate</b>
<b>5</b>	<b>9750</b>	<b>\$26.54</b>	<b>\$27.07</b>	<b>1.5x visit rate</b>
<b>6</b>	<b>11700</b>	<b>\$26.83</b>	<b>\$25.96</b>	<b>1.5x visit rate</b>
<b>7</b>	<b>13650</b>	<b>\$27.09</b>	<b>\$27.63</b>	<b>1.5x visit rate</b>
<b>8</b>	<b>15600</b>	<b>\$27.37</b>	<b>\$27.92</b>	<b>1.5x visit rate</b>
<b>9</b>	<b>17550</b>	<b>\$27.64</b>	<b>\$28.19</b>	<b>1.5x visit rate</b>
<b>10</b>	<b>19500</b>	<b>\$27.91</b>	<b>\$28.47</b>	<b>1.5x visit rate</b>
All Nursing visit rates are inclusive of initial, ongoing, discharge, reporting, direct and indirect care.				

Any RPN whose rate exceeds the wage grid, will be green circled.

<b>REGISTERED NURSE (RN) WAGE PROGRESSION - VISIT RATE</b>				
<b>Steps</b>	<b>Hours Worked</b>	<b>Jan 1 2024 New Grid</b>	<b>Jan 1 2025 2%</b>	<b>Initial</b>
<b>Start</b>		<b>\$29.56</b>	<b>\$30.15</b>	<b>1.5x visit rate</b>
<b>1</b>	<b>1950</b>	<b>\$30.10</b>	<b>\$30.70</b>	<b>1.5x visit rate</b>
<b>2</b>	<b>3900</b>	<b>\$30.66</b>	<b>\$31.27</b>	<b>1.5x visit rate</b>
<b>3</b>	<b>5850</b>	<b>\$31.21</b>	<b>\$31.83</b>	<b>1.5x visit rate</b>
<b>4</b>	<b>7800</b>	<b>\$31.76</b>	<b>\$32.40</b>	<b>1.5x visit rate</b>
<b>5</b>	<b>9750</b>	<b>\$32.29</b>	<b>\$32.94</b>	<b>1.5x visit rate</b>
<b>6</b>	<b>11700</b>	<b>\$32.84</b>	<b>\$33.50</b>	<b>1.5x visit rate</b>
<b>7</b>	<b>13650</b>	<b>\$33.39</b>	<b>\$34.06</b>	<b>1.5x visit rate</b>
<b>8</b>	<b>15600</b>	<b>\$33.94</b>	<b>\$34.62</b>	<b>1.5x visit rate</b>
<b>9</b>	<b>17550</b>	<b>\$34.48</b>	<b>\$35.17</b>	<b>1.5x visit rate</b>
<b>10</b>	<b>19500</b>	<b>\$35.03</b>	<b>\$35.73</b>	<b>1.5x visit rate</b>
<b>All Nursing visit rates are inclusive of initial, ongoing, discharge, reporting, direct and indirect care.</b>				

Any RN whose rate exceeds the wage grid, will be green circled.

PCCT nurses will receive the PCCT rate for LHIN (or equivalent) authorized visits.

RN ET (NSWOC) visit rate: \$78.00 in 2024; \$79.56 in 2025

**Clinic Nurse/Hourly Rate Premiums**

The clinic nurse/hourly rate for Nurses is equal to the visit rate plus a \$4.25/hr premium, as of April 1, 2024.

**Evening and Weekend Premiums (All Classifications)**

**Evening Premiums**

An employee shall be paid a shift premium of fifty cents (\$0.50) per hour for each hour worked on an evening shift from 1800-0600.

**Weekend Premiums**

An employee shall be paid a shift premium of one dollar (\$1.00) for all hours worked between 1800 hours on Friday to 0600 Monday.

Lump Sum Payments

**One-time lump sum/retention payment for all active employees for all direct patient hours between April 1, 2023 – March 31, 2024 at a flat rate of \$1.25 per visit or hour regardless of classification.**

**APPENDIX “B”**  
**BENEFIT DETAIL SHEET**

Plan 31B – Plan Details: for complete information, employees should refer to the benefit guide issued by the provider.

Eligibility:

- Three (3) month waiting period
- Average of twenty-five (25) hours or more worked in bi-annual review periods of January-June and July-December.

<b>COST SHARE</b>	
	100% ER paid – Life, AD&D
	65% ER paid – EHC
	65% ER paid – Dental
<b>DRUGS</b>	
Reimbursement	80%
Deductible	Nil
Dispensing Fee Cap	N/A
Generic Substitution	Yes
<b>DENTAL</b>	
Deductible	Nil
Reimbursement	80%
Basic Services	80%
Comprehensive Basic Services	80%
Major	N/A
Orthodontic	N/A
Annual Maximum	\$1,000 per calendar year combined for all Basic and Comprehensive Basic Services  <u>Effective between</u> <u>First year maximum</u> April 1 to June 30        \$750 July 1 to September 30    \$500 October 1 to December 31    \$250
Late Applicants	\$250 per covered person for the first 12 months of coverage based on coverage effective date
Recall Frequency	Basic services include recall visits every 6 months, fillings and extractions
Fee Guide	Preceding Year (Current Minus 1 Year)
<b>VISION</b>	
Reimbursement	100% to maximum amounts below
Eyeglasses or contact lenses or medically necessary contact lenses or eye examinations	\$200 every 24 months, 12 months for dependent children age 17 and under.

<b>PARAMEDICAL</b>	
Reimbursement	100% to maximum amounts below
Chiropractor, Chiropodist/Podiatrist, Registered Massage Therapist, Osteopath, Physiotherapist, Psychologist, Speech Therapist, Acupuncturist, Audiologist	<b>\$500</b> every calendar year per type of practitioner
Naturopath, Homeopath	<b>\$500</b> every calendar year combined for Naturopath and Homeopath
<b>MEDICAL SVCS &amp; EQUIPMENT</b>	
Reimbursement	<b>100%</b>
Private Duty Nursing	\$10,000 per calendar year
Custom orthotics or custom orthopaedic shoes	\$200 per calendar year combined (employee only), limited to 1 pair every calendar year
Hearing Aids	\$400 every 4 years
Glucometers	Nil
Sexual Dysfunction	N/A
<b>LIFE</b>	
Benefit Maximum	<b>\$50,000</b>
Benefit Reduction	N/A
<b>LTD</b>	
Elimination Period	N/A
Benefit Level	N/A
<b>AD&amp;D</b>	
Benefit Maximum	<b>\$50,000</b>
Optional AD&D benefits	N/A
<b>TRAVEL COVERAGE</b>	
Emergency	\$5,000,000 per calendar year, 60-day trip limitation 100% co-pay
Referral	\$50,000 per calendar year 80% co-pay

All existing superior benefit entitlements grand-parented for current employees.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**

**AND**

**PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY**

**RE: GOVERNMENT FUNDING**

During the life of this collective agreement if the employer receives any additional funding specifically designated for the enhancement of wages, and/or benefits, or retention and/recruitment of staff the employer will notify the union and comply with the Ministry Directive accordingly.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**FOR PARAMED HOME HEALTH CARE:  
WINDSOR**

Len Starrett Nov 21, 2024

Michael Bournon Dec 19, 2024

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR SEIU LOCAL 1 CANADA:**

[Signature] Dec 19, 2024

Rhonda Savarie Dec 19, 2024

Catherine Morrison Dec 19, 2024

Kaitlyn Marentette Dec 20, 2024

Kimberly Bowk Dec 20, 2024

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**

**AND**

**PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY**

**RE: ON-CALL**

Provided there is sufficient staffing one on-call RN shall be scheduled for the City and one RN shall be scheduled for the county.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

Len Starnett Nov 21, 2024

[Signature] Dec 19, 2024

Michael Bourmon Dec 19, 2024

Rhonda Savarie Dec 19, 2024

\_\_\_\_\_

Catherine Morrison Dec 19, 2024

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Kaitlyn Marentette Dec 20, 2024

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Kimberly Bonk Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

RE: PAID HOLIDAYS

Effective Christmas/New Years 2017 and for the next 6 Paid Holidays the Employer will endeavour to schedule Paid Holidays as follows:

Such scheduling is subject to operational requirements. The parties will meet at Labour Management September 2017 to discuss the viability of continuing such a process. During this trial period the parties agree this process shall not result in a grievance.

The Employer recognizes the following as paid holidays:

Group 1

- New Year’s Day – Jan 1
- Family Day – Feb
- Victoria Day - May
- Thanksgiving Day - Oct

Group 2

- Christmas Day – Dec 25
- Boxing Day – Dec 26
- Good Friday – Mar or Apr
- Canada Day – July 1st
- Labour Day - Sept

Employees will make a one-time selection after ratification by seniority in the Geographic Area from either Group 1 or Group 2. If Group 1 is assigned in year one, the Group 2 will be assigned in year 2 and alternating thereafter.

The parties agree employee’s schedules will be amended to accommodate this process and such changes shall not result in a grievance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

Len Starrett Nov 21, 2024

Michael Bowman Dec 19, 2024

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR SEIU LOCAL 1 CANADA:

[Signature] Dec 19, 2024

Rhonda Savarie Dec 19, 2024

Catherine Morrison Dec 19, 2024

Kaitlyn Marentette Dec 20, 2024

Kimberly Bouk Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

RE: VACATION GRANDFATHERED EMPLOYEES

Employees listed below who currently have a greater vacation entitlement than Article 18.03 – Vacation shall continue to receive the greater entitlement until such time as the entitlement in Article 18.03 is the same.

- Candusso, Jennifer
- Cmarada, Adriana
- Gervais, Seana**
- Gresser, Cathy
- Howchuk, Shelley
- Katembo, Francoise
- Lambert, Justin
- Maric, Datza**
- Mcleod, Cayla
- Molnar, Karly
- Morrison, Catherine
- Pinsonneault, Gwen
- Raju, Anoop
- Schauber, Shari
- Sesto, Rochelle
- Shaw, Tonya
- Stark, Terri
- Yeboah, Emmanuel

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

\_\_\_\_\_  
*Len Starrett* Nov 21, 2024

\_\_\_\_\_  
*31 Carl* Dec 19, 2024

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*Michael Bourdon* Dec 19, 2024

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*Rhonda Savarie* Dec 19, 2024

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*Catherine Morrison* Dec 19, 2024

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*Kaitlyn Marentette* Dec 20, 2024

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*Kimberly Bank* Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

RE: LETTER OF UNDERSTANDING – RRSP

Employees (listed below) currently have RRSP matching that was grandfathered a number of years prior to the signing of this agreement. The parties agree to continue the same RRSP matching in place as of the date of signing this agreement for those employees who have it on the date of the Award.

**Seana Gervais**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

Len Starrett Nov 21, 2024

[Signature] Dec 19, 2024

Michael Bowman Dec 19, 2024

Rhonda Savarie Dec 19, 2024

\_\_\_\_\_

Catherine Morrison Dec 19, 2024

\_\_\_\_\_

Kaitlyn Marentette Dec 20, 2024

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Kimberly Bonk Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

RE: LETTER OF UNDERSTANDING – SICK LEAVE

Employees (listed below), who have FT 60 hour positions and PT 40 hour positions, are grandfathered with those sick leave arrangements which exist on the date of the Award. Such employees are therefore entitled to their guaranteed hours of sick leave per calendar year to a max of 10 incidences, no carry over.

Home Support:

CHARLOT, EVENA  
FLEURANTIN, MARIE  
KATEMBO, FRANCOISE  
PILLON, MELISSA  
TERZIEVA, TEODORA  
TESSIER, JENNIFER

Nursing:

**GERVAIS, SEANA**  
TOUGH, KATERI

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

Len Starrett Nov 21, 2024

[Signature] Dec 19, 2024

Michael Bounnon Dec 19, 2024

Rhonda Savarie Dec 19, 2024

\_\_\_\_\_

Catherine Morrison Dec 19, 2024

\_\_\_\_\_

Kaitlyn Marentette Dec 20, 2024

\_\_\_\_\_

Kimberly Bank Dec 20, 2024

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**

**AND**

**PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY**

**RE: LETTER OF UNDERSTANDING – NEW SYSTEM IMPLEMENTATION –  
GRIEVANCE PROCESS**

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

It is understood, however, that with a transfer from one system to another that it is possible we will experience higher than normal volume of administrative errors. In an effort to have these issues expediently resolved, SEIU and Paramed will develop a process outside the grievance articles of the collective agreement for these issues to be logged and dealt with in a timely manner. The parties agree to use this process and not the grievance process for matters relating to this system implementation.

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

Len Starrett Nov 21, 2024

[Signature] Dec 19, 2024

Michael Bournon Dec 19, 2024

Rhonda Savarie Dec 19, 2024

\_\_\_\_\_

Catherine Morrison Dec 19, 2024

\_\_\_\_\_

Kaitlyn Marentette Dec 20, 2024

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Kimberly Bouk Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

**RE: LETTER OF UNDERSTANDING – NEW SYSTEM IMPLEMENTATION – JOB POSTING**

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

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

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

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

\_\_\_\_\_  
*Len Starrett* Nov 21, 2024

\_\_\_\_\_  
*[Signature]* Dec 19, 2024

\_\_\_\_\_  
*Michael Bowman* Dec 19, 2024

\_\_\_\_\_  
*Rhonda Savarie* Dec 19, 2024

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*Catherine Morrison* Dec 19, 2024

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*Kaitlyn Marentette* Dec 20, 2024

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\_\_\_\_\_  
*Kimberly Bank* Dec 20, 2024

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## LETTER OF UNDERSTANDING

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

### **Re: Registered Nurse/Registered Practical Nurse Workload Review Form(Registered Staff)**

The parties agree that client care is enhanced if concerns relating to workloads arising from client acuity and volumes are resolved in a timely manner using a problem-solving approach.

Communication between the parties shall be:

- Professional;
- Courteous;
- Collegial;
- Respectful, and
- Focused on resolving the root cause issue

In the event that the Employer assigns a number of clients or a workload to an individual such that they have reasonable grounds that they are being asked to perform more work than is consistent with standard practices of care, the following process shall be followed:

1. The worker should communicate directly with their immediate Supervisor or designate to allow them an opportunity to resolve the issue/concern. If the matter is unresolved, the worker(s) should discuss the concern with the Care and Service Manager. The Manager should have a reasonable opportunity to address the issue/concern.
2. If the issue/concern occurs during off hours and the issue/concern cannot be resolved by the Supervisor or designate, then the issue/concern should be directed to the Supervisor or designate the following day.
3. Worker(s) are encouraged to raise their concerns with their immediate Supervisor within forty-eight (48) hours. In the event that the issue/concern is not resolved, the worker(s) should complete a Workload Review Form, sending it to their respective Care and Service Manager and to the Union. The Employer will provide access on the employee's work device to the appropriate link on the SEIU

**Healthcare website, whereby members will have the ability to access a digital version of the Workload Review Form.**

- If there is still disagreement after the above steps have been followed, then a meeting will be arranged between the Union Representative, Manager, and frontline staff who completed the Workload Review Form, to review unresolved workload issues or concerns that may impact delivery of client care. Alternatively, if the parties agree, the issues raised on the Workload Review Form may be discussed at Labour-Management meeting.**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

Len Starrett Nov 21, 2024

Michael Bowman Dec 19, 2024

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR SEIU LOCAL 1 CANADA:

[Signature] Dec 19, 2024

Rhonda Savarie Dec 19, 2024

Catherine Morrison Dec 19, 2024

Kaitlyn Marentette Dec 20, 2024

Kimberly Bank Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

**Re: Gender Affirmation Leave**

An employee who requires a leave of absence in order to undergo medical procedure(s) related to gender affirmation will be granted unpaid Gender Affirmation Leave up to four (4) weeks. Should the Employee require more than four (4) weeks leave, they must provide a medical certificate confirming the request.

An employee taking a Gender Affirmation Leave shall not be required to use their vacation time before taking the leave.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

Len Starrett Nov 21, 2024

[Signature] Dec 19, 2024

Michael Bournon Dec 19, 2024

Rhonda Samarie Dec 19, 2024

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Catherine Morrison Dec 19, 2024

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Kaitlyn Marentette Dec 20, 2024

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Kimberly Bank Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

**Re: Preceptorships**

**The parties agree to set up a committee to discuss the issue of preceptorships within 6 months of ratification.**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

\_\_\_\_\_  
*Len Starrett* Nov 21, 2024

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*[Signature]* Dec 19, 2024

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*Michael Bounnon* Dec 19, 2024

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*Rhonda Savarie* Dec 19, 2024

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*Catherine Morrison* Dec 19, 2024

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*Kaitlyn Marentette* Dec 20, 2024

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*Kimberly Bank* Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

**Re: Wage Grid Placement**

Within sixty (60) days of ratification, the Employer will provide the Union with updated seniority lists and the calculation of total hours worked since hire and hours worked since January 2022 for each Employee in order to facilitate the review of individual wage grid placements.

The parties agree to review Employee placement on the wage grid within ninety (90) days of ratification.

(Note: With PT and causal based on hours worked and FT based on date of hire.)

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

Len Starrett Nov 21, 2024

[Signature] Dec 19, 2024

Michael Bowman Dec 19, 2024

Rhonda Savarie Dec 19, 2024

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Catherine Morrison Dec 19, 2024

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Kaitlyn Marentette Dec 20, 2024

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Kimberly Bonk Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

**Re: Geographic Area**

The intent is to ensure that Employee are assigned clients in the same geographic area or district to maintain continuity for all parties, reduce travel time for employee, provide better service, and enhance support to work teams with better access to supervision and support.

The Parties agree that the review of geographic areas shall be a standing item at Labour-Management Committee meeting.

Any changes to the geographic areas shall be communicated to the Union at the Labour Management Committee at least thirty (30) days before implementation of the changes.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

Len Starrett Nov 21, 2024

[Signature] Dec 19, 2024

Michael Bowman Dec 19, 2024

Rhonda Savarie Dec 19, 2024

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Catherine Morrison Dec 19, 2024

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Kaitlyn Marentette Dec 20, 2024

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Kimberly Bonk Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

**RE: New Hire Signing Bonus**

Signing bonuses are offered at the Employer’s discretion based on various factors impacting recruitment. If the Employer offers signing bonuses to newly hired employees, the one-time signing bonus will be paid in two instalments on a payment scheduled determined by the Employer, to a maximum of one year from the time of hire.

Singing bonuses will only be paid to employees who are active on payroll at the time of applicable payment.

Eligibility for a signing bonus and the amount of the signing bonus issued is at sole discretion of the Employer and is not subject to a grievance. The Union reserves the right to grieve the non-payment on an offered signing bonus.

The terms of this Letter of Understanding will be effective immediately and will be included in collective agreement currently in negotiations. It will remain in effect for the duration of the term of that collective agreement and will be subject to further renewal through agreement of the parties. The Employer reserves the right to discontinue the signing bonus program at any time.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

Len Starrett Nov 21, 2024

[Signature] Dec 19, 2024

Michael Bourson Dec 19, 2024

Rhonda Savarie Dec 19, 2024

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Catherine Morrison Dec 19, 2024

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Kaitlyn Marentette Dec 20, 2024

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Kimberly Bank Dec 20, 2024

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**LETTER OF UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

**Re: Transition to HRIS**

**ParaMed has introduced a new Human Resources Information System as of April 1, 2023.**

**This transition involves a move to an electronic system. These changes include, but are not limited to, the transition to electronic job postings, application process, vacation requests, accessibility to work schedules, sick and/or vacation balances, and requests for leaves of absences.**

**The Employer agrees to consult the Union regarding any administrative changes resulting from the new HRIS and provide the Union with an opportunity to provide feedback. These administrative changes will not result in any decrease or rollback of negotiated terms or conditions of the collective agreement. Subsequently, the parties agree to review and, if necessary, make amendments to the language in the Collective Agreement to align with these future administrative changes.**

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

**This letter of understanding shall expire if not expressly renewed.**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

FOR PARAMED HOME HEALTH CARE:  
WINDSOR

FOR SEIU LOCAL 1 CANADA:

Len Starrett Nov 21, 2024

[Signature] Dec 19, 2024

Michael Bowman Dec 19, 2024

Rhonda Savarie Dec 19, 2024

\_\_\_\_\_ Dec 19, 2024

Catherine Morrison Dec 19, 2024

\_\_\_\_\_ Dec 20, 2024

Kaitlyn Marentette Dec 20, 2024

\_\_\_\_\_ Dec 20, 2024

Kimberly Bond Dec 20, 2024

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## MEMORANDUM OF AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

### Re: On-Call

- (a) **Application: This agreement shall apply to all current ParaMed/SEIU bargaining units in Ontario, with the exception of the London branch bargaining unit.**
- (b) **The purpose of on-call is to respond to urgent situations that may arise from 2200 to 0700. It is not the role or responsibility of on-call Nurses to complete missed care visits.**
- (c) **When a Nurse is scheduled to be on-call from 2200 to 0700 they shall receive oncall pay in the amount of one hundred dollars (\$100.00). The Employer shall maintain two (2) Nurses scheduled nightly for on-call at all branches where this is the current practice. The Employer will identify in a Labour-Management Meeting the branches where two (2) are normally scheduled. The Employer reserves the right to increase the number of Nurses scheduled nightly for on-call at all branches from one (1) to two (2) and from two (2) to three (3), as applicable, but will not decrease the number of Nurses scheduled for on-call without the Union's agreement.**
- (d) **When a nurse is on-call and is required to counsel or advise a client (and/or family and/or caregiver) in person, they shall be paid the in-person visit rate. If the nurse is on call and is required to counsel or advise a client (and/or family and/or caregiver) virtually or by phone, they shall be paid at their hourly rate.**
- (e) **When a nurse is on-call and is required to make a client visit they shall be paid their visit rate including return kilometres from the Nurse's home to and from the client's home and between clients, where applicable, and back to the Nurse's home.**
- (f) **To ensure a fair and equitable rotation for Nurses on-call, all Nurses shall be scheduled for on-call on a rotational basis. Nurses may submit their preferences and availability for on-call by the 15 of each month for the following month's on-call rotation. Nurses will be scheduled on-call in accordance with their preferences and availability for on-call. Preferences will be met according to seniority.**

**If no preference is submitted, Nurses will be scheduled for on-call by their supervisor. On-call will be scheduled with due regard to equitably scheduling weekend and holiday on-call. The on-call schedule shall be posted on the 20th of the previous month.**

Signed this 28<sup>th</sup> day of February, 2024

**MEMORANDUM OF AGREEMENT**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

AND

PARAMED HOME HEALTH CARE – WINDSOR-ESSEX COUNTY

**Re: Sick Leave Entitlement Eligibility**

**WHEREAS the Union and the Employer are parties to collective agreements across ParaMed;**

**AND WHEREAS the Employer and Union have reviewed the Interest Arbitration Award by William Kaplan, dated January 7, 2022 (the “Kaplan Award”) to determine eligibility criteria for both benefit and sick leave entitlements;**

**AND WHEREAS the Employer had previously utilized a six-month eligibility assessment for benefit entitlements based on hours of work;**

**AND WHEREAS the Employer proposes to utilize the aforementioned six (6) month eligibility assessment process to determine eligibility for sick day entitlements as well as health benefits entitlement as per the Kaplan Award;**

**NOW THEREFORE the parties agree as follows on a without prejudice and precedent basis to propose and implement a bi-annual assessment process for sick leave entitlements, aiming to establish uniform eligibility criteria as follows:**

- 1. Application: This agreement shall apply to all current ParaMed/SEIU bargaining units in Ontario, with the exception of the Thunder Bay and North Bay bargaining units.**
- 2. Sick Leave Entitlement Calculation: The Employer will adopt an equitable and consistent approach to sick leave eligibility. The Employer will replicate the established benefits entitlement process by determining an average of weekly hours worked over a six (6) month period. All Employees who maintain an average of 25 hours or more per week during this assessment period will qualify for the sick leave entitlements as per the Kaplan Award dated January 7, 2022.**
- 3. Sick Leave Assessment Frequency: To determine this eligibility assessment, the parties agree to divide the calendar year into two (2) six-month assessment periods:**
  - January 1 to June 30**

- **July 1 to December 31**
4. **Eligibility Period:** An employee that is determined to be eligible based on their average weekly hours during the assessment period will become entitled to sick leave for the subsequent six-month period. If during the subsequent six (6) month period (e.g. January 1 to June 30) the employee does not maintain an average of 25 hours or more per week, they will not be entitled to sick leave during the next six (6) month period (e.g. July 1 to December 31).
  5. **Entitlement:** Employees shall receive an entitlement of 5 days for the calendar year once they are eligible (for example, if an employee first becomes eligible on July 1, 2024, they would receive five (5) sick days to use between July 1 and December 31, 2024). New employees, hired after January 1, 2024, would not be entitled to sick days until they have completed one full six (6) month period.
  6. **Rate of Pay:** Employees shall be paid for their scheduled hours/visits not completed on the day they call in sick at their direct rate/visit rate for a maximum of five (5) days for the calendar year.
  7. **Start Date:** The first period used to determine an employee's sick leave eligibility as of January 1, 2024 shall be July 1 to December 31, 2023.
  8. **Unused Days:** Unused sick days cannot be carried forward to the following calendar year and are not paid out if unused at the end of the calendar year.
  9. **Weekly Hours:** The Employer will not purposely change an employee's weekly hours solely to remove their eligibility for sick days.
  10. **Superior Entitlements Grandparented:** All employees with greater sick leave benefits (such as more days per year or hours per day) shall have their superior benefits grandparented.

**Dated this 28th day of February, 2024.**