

COLLECTIVE AGREEMENT

Between

ParaMed Home Health Care – KENORA

AND

COPE Local 521

Expiry March 31st, 2020

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually beneficial relations between the parties, to provide the mechanism for the prompt and equitable disposition of grievances and to establish and maintain highest standards of working conditions, hours and wages that are fair and equitable for the employees who are subject to the provisions of this Agreement. 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. The parties to this Agreement undertake to work together towards the common objective of providing the best possible service to the clients of the Employer and the public.
- 1.02 It is the further purpose of this Agreement to establish a 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.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

The Union acknowledges that it is the exclusive right of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting that right:

- a) To maintain order, discipline and efficiency;
- b) To make, enforce and alter from time to time, rules and regulations, to be observed by the employees;
- c) To hire, retire, classify, direct, promote, demote, transfer, layoff and schedule employees and to increase or decrease the working force and to discipline or discharge employees provided that a claim by a non-probationary employee that she has been disciplined without just cause may be the subject of a grievance;
- d) Generally to manage the Employer's operations and, without restricting the generality of the foregoing, to determine the number of classifications of personnel required, the content, evaluation and description of jobs, employee qualifications, the methods, procedures, and equipment used in connection therewith, the extension, curtailment or cessation of operations or any part thereof and to determine and exercise all functions, rights, privileges and prerogatives which shall remain with the Employer except as specifically limited by the express provision of this Agreement;
- e) Determine in the interest of the operation and for the protection of its clients, the most effective means of security of the Employer's premises, property, equipment and information.

- 2.02 All matters concerning the operation of the Employer which are not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

ARTICLE 3 – RECOGNITION AND SCOPE

- 3.01 The employer recognizes the Union as the sole collective bargaining agent for all employees employed at ParaMed Home Health Care – Kenora, in the City of Kenora, Ontario save and except physiotherapist, physiotherapy assistant, occupational therapist, occupational therapy assistant, speech language pathologist, social worker, registered dietician, supervisor and any person above the rank of supervisor and anyone already represented by a trade union.
- 3.02 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 defined in Article 3.01.
- 3.03 Where the feminine pronoun is used in this agreement, it shall include the masculine pronoun and vice versa where the context so requires.
- 3.04 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.
- 3.05 Employees not covered by the terms of this Agreement, will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, or in emergencies when regular employees are not readily available, present practices to continue.
- 3.06 Right to Union Representation
The bargaining unit shall have the right to have the assistance of representatives of the Canadian Office and Professional Employees Union when meeting with the Employer.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer, Union and the employees agree that there shall be no discrimination, restraint or coercion exercised or practiced with respect to any employee by reason of his/her membership or activity or refusal to sign membership card or lack of activity in the Union.
- 4.02 The Employer, Union and Employees agree to abide by the provisions of the *Human Rights Code*.

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, suspension of work or any other collective action against the Employer, nor shall the Employer engage in any lock-out of the employees.

ARTICLE 6 – UNION SECURITY

- 6.01 The Employer agrees that it will deduct from all present and future employees as a condition of their employment, from each pay, a sum equal to the regular Union dues for each employee covered by this Agreement. Such deduction will commence the first full pay period following the date of ratification of this Agreement.
- 6.02 Deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications of employees from whose wages the deductions have been made. This list shall indicate terminations, new hires, leaves of absences in excess of thirty days
- 6.03 The Union shall inform the Employer of the amount to be deducted by providing thirty (30) days written notice.
- 6.04 The Union agrees to indemnify and hold the Employer harmless with respect to all deductions made pursuant to this Article and with respect to any liability or claim made against the Employer by any employee(s) or any other person arising out of deductions made pursuant to this article.
- 6.05 The Employer shall indicate the amount of Union dues on the T4 slip of each employee.
- 6.06 Potential Employees
The Employer agrees to advise potential employees that it is a unionized work environment.
- 6.07 Interviewing Opportunity
On commencing employment, the employee's immediate Supervisor shall introduce the new employee to her Union Representative who shall be given an opportunity to interview each new employee during the orientation period, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and her responsibilities and obligations to the Employer and the Union. Unavailability of a union representative during orientation shall not delay the orientation process, nor shall the employer be required to schedule further meetings.

ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE

- 7.01 A joint Labour/Management committee shall be established to discuss matters of mutual concern to the parties. Two (2) Union Representatives and two (2) Management representatives will sit on this committee. The Committee will meet on an informal basis at a time convenient to both parties. Agendas for this committee will be jointly established and submitted to members forty-eight (48) hours in advance of the meeting. Upon written confirmation from the Union the Employer shall keep the employee's wages and benefits whole and bill the Union

for the same

An external Union representative shall be allowed to participate in such Labour/Management meetings, at the invitation of either party.

7.02 The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms to foster and promote a harmonious workplace environment.
- b) Discuss matters of mutual concern pertaining to working conditions, employment and efficiency in operations.

7.03 An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

7.04 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within seven (7) calendar days of the meeting. Chairpersons jointly assume the responsibility for preparing and distributing meeting minutes. Minutes shall not be posted until both parties have signed.

7.05 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer. The Committee shall have direction to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 8 – RELATIONSHIP AND REPRESENTATION

8.01 The Employer agrees that the Union may elect or select no more than two (2) non-probationary employees as representatives

8.02 Union Officers and Committee Members:

The Union acknowledges that the Union Representative have, and must continue to perform their regular duties and responsibilities for the Employer. Union Representatives shall not leave their duties of their employment in order to attend the meetings of the committees without having previously obtained the permission of their supervisor. Such permission shall not be unreasonably withheld unless it interferes with the efficient operations of the Employer. The Employer shall keep wages and benefits whole and bill the Union accordingly.

8.03 Names of Committee Members:

The Union shall notify the Employer in writing of the name of each Committee Member before the Employer shall be required to recognize her.

8.04 Union Bargaining Committee:

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union as well as the Staff Representative or designate. The Union will advise the Employer of the Union members of the Committee. Upon written confirmation from the Union the Employer shall keep the employee's wages and benefits whole and bill the Union for the same.

8.05 All correspondence between the parties concerning the Collective Agreement shall be between the Regional Director of Operations (or his/her designate) and the Vice-President (or her designate).

8.06 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 contacts a client without first obtaining the Employer's written consent.

8.07 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*.

8.08 The parties and the employees agree to abide by the provisions of the *Workplace Health and Safety Act*, as amended.

8.09 Right to Union Representation:

An employee shall have the right to have a representative of the Union present at disciplinary meetings with the Employer should they so desire. The employee will be notified by their supervisor in advance of the said meeting in order for them to contact the Union representative. The Union representative shall have the right to consult with a representative from COPE Ontario and to have that representative present at disciplinary meetings. Said consultation or representation shall not unnecessarily delay the disciplinary process as outlined in this article.

8.10 No employee shall conduct Union business during working hours other than as specifically permitted by this agreement or with permission of the Management of the Employer.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

9.01 Recognition of Union Committee:

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Committee. Committee persons may assist any employee which they represent, in preparing and presenting their grievance in accordance with the grievance procedure.

9.02 For purposes of this Agreement, a grievance is defined as a difference of opinion relating to the interpretation, application, administration or alleged violation of the Agreement including whether a matter is arbitrable.

- 9.03 It is the intent of this Agreement, to deal with as quickly as possible, any complaints or differences arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

If an employee has a complaint, such complaint shall be discussed with her/his immediate supervisor within three (3) days after the circumstances giving rise to the complaint have occurred, or when it should have reasonably come to the attention of the employee. The supervisor shall render his/her decision in writing within three (3) working days of the receipt of the complaint.

Step 1

Failing settlement at the Complaint Stage, the Committee Person and/or the employee shall submit a completed written grievance to her supervisor or his/her designate, within five (5) working days following the supervisor's decision under the Complaint procedure above. The supervisor or his/her designate shall render his/her decision in writing to the Union Committee Person and the employee within five (5) working days after presentation of the written grievance.

Step 2

Failing settlement at Step 1, a Union Representative may, within five (5) working days following the supervisor's decision in Step 1 above, schedule a meeting with the Regional Director of Operations or his/her designate. The Union Committee Person and/or the employee may be present at such meeting. Upon completion of this meeting, the Regional Director of Operations or his/her designate shall render his/her decision within five (5) working days.

Failing settlement at Step 2, the grievance may be submitted to arbitration within ten (10) days after the decision has been provided by the Regional Director of Operations or the designate as set out in Step 2 above.

9.04 Group Grievance:

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

9.05 Policy Grievance:

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation of the Agreement, in writing at Step 2 of the grievance procedure, proving that it is presented within five (5) working days after the circumstances giving rise to the grievance having originated or had knowledge of the occurrence. The Union may not file a grievance regarding any matter upon which an employee may personally grieve.

9.06 Employer Grievance:

The Employer may institute a grievance against the Union or Employees, in writing at STEP 2 of the grievance procedure, provided it is presented within five (5) working days after the circumstances giving rise to the grievance have originated or occurred.

- 9.07 No grievance may be submitted to arbitration which has not been properly carried through all of the Steps of this Complaint and Grievance Procedure.
- 9.08 The arbitration process shall be based on a single arbitrator. If no agreement can be reached on the choice of an arbitrator within thirty (30) calendar days of the notice to proceed to arbitration, then either party may request that a sole arbitrator be appointed by the Ministry of Labour.
- 9.09 The sole arbitrator shall not have the authority to alter or change any of the provisions of this agreement or substitute any new provision in lieu thereof or to give any decision contrary to the provisions of this agreement. The decision of the sole arbitrator shall be final and binding upon the parties and upon the employee or employees concerned.
- 9.10 The Employer and Union shall each pay one-half of the remuneration and expenses of the sole arbitrator. Each party shall pay its own cost in presenting its case.
- 9.11 The time limits specified in this section may be extended by mutual agreement in writing.
- 9.12 The time limits in this article are mandatory except as provided in 9.11. If the Union fails to file or process a grievance within the prescribed time limits the grievance shall be deemed to be abandoned. If the Employer fails to respond to the grievance within the required time limit the union shall process it to the next step.
- 9.13 The parties may by mutual agreement substitute an arbitration board for a sole arbitrator. If an arbitration board is utilized, the parties shall each pay for their own nominee and share in the expenses of the arbitrator.
- 9.14 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.

ARTICLE 10 – SENIORITY

10.01 Seniority Defined:

Seniority is defined as hours worked in the bargaining unit since date of last hire and shall include hours worked with the Employer prior to the certification of the Union. Seniority shall operate on a bargaining-unit-wide basis.

- 10.02 The Employer shall prepare a seniority list which shall be sent to the COPE Vice-President and will be posted twice a year on or about July 15 and January 15 in the Employer's office. Any errors on the seniority list must be brought to the

Employer's attention within thirty (30) days after posting failing which the list is deemed accurate.

10.03 Loss of Seniority & Termination of Employment:

Continuity of service shall be considered broken and employment terminated when:

- a) She is discharged for just cause and is not reinstated.
- b) She resigns or retires in writing
- c) Fails to return to work after notice to recall sent by registered mail to the employee's current address on file. The employee must respond in writing to the notice within seven (7) calendar days of her intention to either accept or decline the offer of recall.
- d) Provided shifts have been offered on dates a casual employee has indicated availability, and has not worked any shifts for the Employer for a period of two (2) months unless on an approved leave of absence;
- e) Subject to the Human Rights Code, is absent due to illness or disability (except for absences for which Workplace Safety and Insurance Board benefits are received) for a period of twenty-four months or more.

10.04 Probation for Newly Hired Employees:

All employees shall be on probation for four hundred and eighty hours (480) or the first three (3) months of employment whichever happens first. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, with the exception of provisions relating to discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

10.05 The probationary period may be extended by mutual agreement between the union and the Employer and the employee must receive notice of this extension in writing.

10.06 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 acceptable for continued employment. It is therefore recognized that probationary employees may be terminated at any time during the probationary period. The dismissal of a probationary employee shall not be the subject of a grievance except on the basis that it was done in a manner that was arbitrary, discriminatory or in bad faith.

10.07 Transfer and Seniority Outside Bargaining Unit:

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to their position in the bargaining unit up to a maximum of two (2)

months. If an employee returns to the bargaining unit, she shall be returned to her position. Should such return result in lay-off it shall affect the least senior.

ARTICLE 11 – JOB POSTING

11.01 Where the Employer determines that there is a vacancy for full-time or part time position in the bargaining unit, the Employer shall post a job posting in the branch office for five (5) working days.

11.02 Employees who wish to apply for a posted position must submit an application in writing to the Employer within the five (5) working day period referred to in Article 11.01.

11.03 Job Postings shall contain the following information:

- Job title
- Job Status – Full-time, Part-time or casual
- Hours of Work
- Qualifications
- Required Skills, Ability and Experience

In filling postings, the Employer shall consider the qualifications, skill, experience, and ability of the applicants to perform the work efficiently. Where these factors are relatively equal, the applicant with the greatest seniority shall be the one selected to fill the vacancy. If the applicants are not qualified to perform the work required, the Employer has the right to fill the vacancy externally.

11.04 Skills Development:

- a) The parties recognize the importance of ongoing professional development of staff.
- b) In recognition of the importance of employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow employees to pursue educational opportunities.
- c) Staff with special skills or training will be identified as peer resource person and staff will be encouraged to make use of these resource persons.
- d) When an employee is required by the Employer to attend a mandatory in-service, training or courses outside of her regularly scheduled working hours she shall attend and will be paid for time spent in attendance at such courses at her regular straight-time hourly rate of pay.
- e) It is expected that the following initial training for needed and required skills, the employee will have the responsibility for maintaining on-going competence, by utilizing her skills in the workplace or attending in-service.

11.05 Every employee covered by this agreement, will submit in writing, to their direct supervisor, within one (1) week of the completion of a training or educational

course, a written evaluation of that course.

ARTICLE 12 – LAY-OFF AND RECALL

12.01 Roll of Seniority in Layoffs:

Where it is necessary to reduce the working force of employees, the Employer will layoff by reverse order of seniority in the affected classification(s), provided that those who remain have the qualifications for the job. Notice of lay off is not required for casual employees.

12.02 Recall Procedure:

Employees shall be recalled in the order of their seniority.

12.03 No New Employees:

New employees shall not be hired until those laid off have been given an opportunity of recall.

12.04 Advance notice of Lay-off:

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off two (2) weeks prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, she shall be paid in accordance with applicable legislation.

ARTICLE 13 – HOURS OF WORK

13.01 This Article is intended to set out the process for the scheduling of work assignments to employees and shall not be construed to be a guarantee of the amount of work that will be offered to any employee, days or hours of work per day or per week, work schedule or location.

13.02 A “work assignment” is a set schedule or block of hours of service provided to a single client. A work assignment may change in schedule duration from time to time. Nothing herein shall preclude the Employer from offering parts of a work assignment to more than one employee.

13.03 Nothing in this Agreement requires the employer to schedule or offer an employee work assignments which would result in the employee working in excess of forty (40) hours in one week or eight (8) hours in a day, inclusive of travel time.

13.04 Subject to factors set out in Article 13.05, employees will be scheduled available work assignments in the following priority sequence:

- a) full-time employees in order of seniority;
- b) part-time employees in order of seniority;
- c) casual employees in order of seniority.

13.05 Subject to 13.04, employees shall be scheduled available work assignments in order of seniority, subject to the following criteria:

- a) the necessary skills, ability, experience and classification required to meet the

Client's needs

- b) continuity of care;
- c) client preference, and
- d) geographic area.

It is agreed that when a full-time or part-time employee loses a client(s), they will have the first opportunity to recover new clients subject to the above as they become available. In any event, the next schedule will be created in accordance with the above.

- 13.06 Provided the call ahead guidelines have been followed, in the event an H/PSW work assignment is cancelled with less than one hours' notice or after her arrival at a client's residence, due to an error on the part of the Employer, client absence, or the client's refusal to see the employee, the Employer shall provide the employee with alternative work within following seven (7) day period which the employee shall perform and if none is available, the employee will be paid her regular rate for the length of the cancelled assignment to a maximum of three (3) hours.

13.07 Full-time Employees:

- a) Where sufficient work is available, and the full time employee meets the criteria set out in clause 13.05, full time employees shall be assigned up to eighty-eight (88) hours in a two (2) week period.
- b) The schedule setting out the days of work (herein after referred to as "shift") in the pay period shall be determined by the Branch and distributed to the employees at least one week in advance.
- c) The Employer shall endeavor to arrange work schedules so that full time employees have at least one (1) weekend off in two (2).
- d) A full time employee will not be scheduled to work more than six (6) shifts consecutively, between days off, without her consent.

13.08 Part-time Employees

- a) Where sufficient work is available, and the part-time employee meets the criteria set out in clause 13.05, part-time employees shall be assigned up to sixty (60) hours in a two (2) week period.
- b) The schedule setting out the days of work (herein after referred to as "shift") in the pay period shall be determined by the Branch and distributed to the employees at least one week in advance.
- c) The Employer shall endeavor to arrange work schedules so that part-time employees have at least one (1) weekend off in three (3).
- d) A part-time employee will not be scheduled to work more than six (6) shifts consecutively, between days off, without her consent.

13.09 Casual Employees:

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

13.10 Employees will notify their direct supervisor as soon as possible prior to their scheduled shifts, when they are unable to work due to illness.

It is the employee's responsibility to keep the Employer informed of the status of their sick leave and to advise the expected date of return to work. An employee shall be responsible to provide doctor's note(s) to verify absence upon request. The employer shall reimburse the employee upon receipt of doctor's note(s) and receipt of same.

ARTICLE 14 – OVERTIME

14.01 Overtime:

- a) Overtime at the rate of time and one half (1½) an employee's regular rate of pay shall be paid for all hours worked in excess of eighty-eight (88) hours in a two (2) week pay period **inclusive of travel time**. Employees shall not be scheduled in excess of **eight (8)** ~~ten (10)~~ hours in a day without their agreement.
- b) The Employer shall not schedule employee's hours of work which would result in the employees working in excess of eighty-eight (88) hours in a two (2) week pay period. For the purpose of this Agreement a work week commences at 0001 on a Monday. Should the employee agree to work in excess of eighty-eight (88) hours, in a two (2) week pay period, they will be paid at the overtime rate set forth in 14.01 (a) above.
- c) Employees agree they will not work in excess of eighty-eight (88) hours in a two week pay period without prior approval of their Client Service Supervisor or designate.

14.02 No Pyramiding

There shall be no pyramiding or compounding of any overtime pay, premium pay or any other benefit provided for in this agreement.

ARTICLE 15 – PUBLIC HOLIDAYS

15.01 Each employee shall be entitled to the following paid holidays:

New Year's Day
Good Friday
Canada Day

Family Day
Victoria Day
Civic Holiday

Labour Day
Christmas Day

Thanksgiving Day
Boxing Day

15.02 Compensation for Work on Paid Holidays:

Employees who work on paid holidays will receive time and one half (1 ½) for work done in that 24 hour period, in addition to holiday pay calculated as per the ESA. This additional day may be taken at a time that is mutually agreeable to the Employer and the employee.

- 15.03 If a paid holiday falls on a non-working day or vacation employees shall receive holiday pay as per the ESA. Should employees so desire, they shall receive an alternative shift off at a date mutually agreeable to the Employer and the employee, within one (1) month.

ARTICLE 16 – VACATIONS

- 16.01 All employees shall be entitled to vacation in each calendar year on the following basis:

Less than 5 years of employment	2 weeks vacation @ 4% of gross earning
After 5 years of employment	3 weeks vacation @ 6% of gross earning
After 8 years of employment	4 weeks vacation @ 8% of gross earning

16.02 Vacation Scheduling:

Requests for vacation shall be submitted in writing to the direct supervisor by April 1st of each year. The direct supervisor will schedule vacations as requested. When conflicting requests are submitted, the following criteria will assist the Employer in determining vacation schedules, classification, seniority, needs of the organization, needs of the employee.

16.03 Vacation Schedules:

Vacation schedules will be confirmed by May 1st of each year and will not be changed without the consent of the affected employees.

Any requests received after April 1st, will be on a first come, first serve basis. If two requests come in on the same day for the same days off, classification seniority will prevail.

The Employer shall advise employees in writing regarding their application for scheduling additional vacation within two (2) weeks of receipt of the application.

16.04 Bereavement Leave of Absence During Vacation:

When an employee qualifies for bereavement during their period of vacation, no deduction from vacation credits will be made for said absence. The period of vacation so displaced, shall be added to the approved vacation period or banked for future use upon mutual agreement with the employee and the Employer.

16.05 Entitlement Period:

Vacation entitlements for all bargaining unit employees will be calculated based on their employment commencement date.

ARTICLE 17 – SICK LEAVE

- 17.01 Full-time employees with at least nineteen hundred and fifty (1950) hours worked in the full-time Bargaining Unit shall be entitled to three (3) annual paid sick leave days. Pay for the three (3) days is based on what the employee was scheduled to work on the day s/he is ill to a maximum of seven point five (7.5) hours daily. These days will not be carried over from year to year.

ARTICLE 18 – LEAVES OF ABSENCE

The following entitlements apply to post-probationary full-time and part-time employees:

18.01 Union Leave:

The Employer may grant leave of absence without pay to employees to attend Union conventions, educational sessions and other Union business provided that such leave will not interfere with the efficient operations of the Employer. No more than two (2) employees shall be absent at one time. Such leave must be applied for in writing at least two (2) 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 twenty (20) working days per calendar year.

Upon written confirmation from the Union the Employer shall keep the employee's wages and benefits whole and bill the Union for the same.

18.02 Personal Leave:

Requests for a personal leave of absence without pay are to be submitted to the employee's supervisor in writing and will be considered on an individual basis at the sole discretion of the Supervisor. Such requests shall include the reason for the leave and are to be submitted and a written reply will be given. In cases of emergency, a reply will be given as soon as possible.

Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave she will forfeit all seniority right and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

18.03 Pregnancy and Parental Leaves:

The Employer will comply with the requirements of the *Employment Standards Act* with respect to pregnancy and parental leaves.

18.04 Jury Duty:

When an employee is required to serve on a jury, he/she shall be relieved of his/her duties for such time as may be required. The employee shall notify the Employer immediately on receiving notification and provide proof of service requiring his/her attendance.

- 18.05 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.

ARTICLE 19 – BEREAVEMENT LEAVE

19.01

- a) An employee will be granted five (5) regularly scheduled shifts, without loss of pay or benefits, in the case of death of parents, spouse or child.

An employee will be granted three (3) regularly scheduled shifts, without loss of pay or benefits, in the case of the death of sibling, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparent, grandchild.

An employee will be granted one (1) regularly scheduled shift, without loss of pay or benefits niece, nephew, aunt, uncle.

- b) The employee will determine and advise their direct supervisors, whether they require consecutive or staggered shifts off work for bereavement leave.
- c) When travel outside Kenora is involved, bereavement leave may be extended without pay by two (2) working days.
- d) The Employer may, upon request, grant additional bereavement leave without pay.

ARTICLE 20 – EMPLOYEE BENEFIT PLANS

- 20.01 Full-time employees shall be eligible to participate in the Employer's Benefit Plan in accordance with the terms of the Plan.

For those employees eligible for coverage, the Employer assumes 100% of the premiums, except for Critical Illness and Optional Life/Optional Spousal Life premiums.

- 20.02 The Employer agrees to make available to all employees, and the Union representative, a copy of the applicable benefit summary attached as Appendix B.
- 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 that there is not a significant decrease in the overall level of benefits provided.

20.05 Workplace Safety and Insurance Act:

All employees shall be covered by the WSIA (Workplace Safety & Insurance Act). The employer agrees to work in accordance with the requirements of the WSIA.

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

21.01 The payment of wages shall be every second Friday.

21.02 The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement.

21.03 Payment of wages will be made by automatic deposit to the account and banking institution of the employee's choice. An appropriate account number will be provided to the Employer upon commencement of employment.

21.04 If Friday is a holiday, pay day shall be deemed to be the banking day prior to the holiday.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 However, in the event of an error on the employees pay cheque the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by \$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.

22.02 Nursing Shift Premium:

An employee shall be paid a shift premium of twenty-five cents (.25) per hour for each hour worked on an evening shift from 1800 - 0630.

22.03 Nursing Weekend Premium:

An employee shall be paid a weekend premium of fifty cents (.50) per hour for each hour worked between 2330 hours Friday and 2330 hours Sunday.

22.04 Travel Allowance (Status Quo):

- a) H/PSWs will be paid, if they provide their own vehicle, a mileage allowance of thirty-eight cents (\$0.38) per kilometer.
- b) RNs and RPNs will be paid, if they provide their own vehicle, a mileage allowance of forty-six cents (\$0.46) per kilometer.
- c) Claimable KM and travel time does not include travel to or from work it shall only include travel between client's residence.
- d) Claimable KM and travel time must be submitted in accordance with the employer's policy.

22.05 Time spent travelling between clients will be compensated at the employee's base rate.

ARTICLE 23 – RATES OF PAY

23.01 The Schedule of Salaries attached as Appendix "A" shall govern employees coming under this collective agreement.

ARTICLE 24 – HEALTH AND SAFETY

24.01 Harassment Free Workplace:

The Employer is committed to providing a workplace free from Discrimination, Harassment, Sexual Harassment or Violence.

- a) Discrimination means the granting and/or denying of certain rights, to specific groups and/or to specific individuals belonging to the identified group.
- b) Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known as unwelcome.
- c) Sexual Harassment means engaging in a course of sexual comment or conduct that is known or ought reasonably to be known as unwelcome.

24.02 Occupational Health and Safety Act:

- a) A Joint Health and Safety Committee shall be established with equal representation from Management and the Union.
- b) All activities of the Joint Health and Safety Committee shall be governed by The Occupational Health and Safety Act, and the Ministry of Labour Guidelines for the Joint Health and Safety Committee.

24.03 Violence in the Workplace:

The parties recognize that employees may be exposed to unwanted behaviour from others and that such behaviour may result in injury and/or emotional distress to an employee.

The Employer will provide policies and guidelines to promote a respectful workplace program to address incidents of violence or threat of violence.

The joint occupational health and safety committee shall concern itself with those matters and shall make such recommendations as it deems appropriate.

24.04 Injury Pay Provisions:

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

24.05 Transportation of Injured Employees:

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

24.06 The Employer agrees employees have the right under the Occupation Health and Safety Act to the "Right to Refuse Unsafe Work."

ARTICLE 25 – GENERAL CONDITIONS

25.01 Bulletin Boards:

The Employer shall provide a bulletin board for the use of the Union to post notices to its members. Prior to posting, such notices must be approved by the Supervisor or her designate.

25.02 An employee's personnel file may be viewed upon request while in the presence of the Supervisor or her designate

If an employee so chooses, a Union Steward may be present while the personnel file is viewed. The employee will provide the Employer written authorization to allow the Steward access to their personal files.

No evidence from the employee's personnel file may be introduced as evidence in any hearing of which the employee was not aware of at the time of filing. To ensure that this is the case, employees shall be required to sign all documents, indicating only that they have been made aware of it.

All records of disciplinary action shall be removed from an employee's file after a period of two (2) year. Leaves of absence shall not be included in the two (2) year period.

ARTICLE 26 – COPIES OF THE AGREEMENT

26.01 The Employer and the union want every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall be responsible for and provide a copy of this agreement to all Union and Management personnel in booklet form within thirty (30) days of signing. The cost of printing the Agreement shall be equally shared between the Employer and the Union.

ARTICLE 27 – TERMINATION OF EMPLOYMENT

27.01 When an employee resigns, they shall give two (2) weeks' notice in writing to the Employer.

27.02 When the Employer terminates employment except in the case of dismissal for just cause and/or release of probationary employees, they shall give notice in writing to the employee in accordance with the Employment Standards Act.

ARTICLE 28 – TERM OF AGREEMENT

28.01 This Agreement shall be in effect until March 31, 2020 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

28.02 Changes in Agreement:

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Any such agreement shall be written as a Letter of Understanding and signed by both parties.

28.03 Notice of Changes:

Either party desiring to propose changes to this Agreement, shall not more than ninety (90) days and not less than thirty (30) days prior to the termination date, give notice in writing to the other party that they wish to open the agreement for negotiation.

DATED THIS DAY OF September, 2019 in Kenora, ON

FOR COPE Local 521





FOR PARAMED HOME HEALTH –
KENORA

Appendix A
Personal Support Services Wage Schedule

Effective Date of Ratification Movement through steps based on 2000 hours worked post ratification.	Base Rates of Pay	Direct Client Care
Step 1	14.23	18.23
Step 2	14.81	18.81
Step 3	14.88	18.88
Step 4	15.27	19.00
Step 5	15.73	19.00

	All employees
April 1, 2017	.7% - A lump sum payment is payable to all employees employed on date of ratification. The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement. The payment is subject to statutory deductions. This payment of 0.7% of the straight time hourly rate per hour paid for the full 26 pay periods prior to April 1, 2018. The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation. Payment will be made within three full pay periods of ratification.
April 1, 2018	.7% - A lump sum payment is payable to all employees employed on date of ratification. The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement. The payment is subject to statutory deductions. This payment of 0.7% of the straight time hourly rate per hour paid for the full 26 pay periods prior to April 1, 2018. Employees onlyThe premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation. Payment will be made within three full pay periods of ratification.
	PSS and PSAW
April 1, 2019	.7% - A lump sum payment is payable to all employees employed on April 1, 2019. The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement. The payment is subject to statutory deductions. This payment of 0.7% of the straight time hourly rate per hour paid for the full 26 pay periods prior to April 1, 2019. The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation. Payment will be made within three full pay periods of ratification.

Nursing – Schedule A

Effective date of ratification Nurses shall be placed on the schedule at the immediate next highest rate and then progress to the next step thereafter based on every 2000 hours worked.

STEP	1	2	3	4	5	6
RPN	22.09	22.31	22.53	22.77	23.00	23.22
RN	29.42	29.71	30.02	30.31	30.62	30.93

Nurse Practitioner E.T.	35.53
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Appendix B BENEFIT HIGHLIGHTS

ELIGIBILITY

- ☐ ☐ Please see the **Benefit Banking Rules** for eligibility information regarding the benefit plan.
- ☐ ☐ You will be enrolled in single coverage as benefit coverage is mandatory. ParaMed pays 100% of the benefit premiums with the exception of Critical Illness and Optional Life/Optional Spousal Life premiums.
- ☐ ☐ You must complete an enrolment form to elect benefits for your dependents, no later than 31 days after becoming eligible. Otherwise your dependents will be considered late applicants and must provide satisfactory evidence of good health before they will be covered, and some benefit limitations may also apply.
- ☐ ☐ If you are late applying for Dental coverage for your dependents, the amount payable will be limited to \$125 for each dependent for the first 12 months of coverage.

BASIC LIFE INSURANCE – MANULIFE POLICY #38950

- ☐ ☐ You are covered for life insurance of \$50,000.
- ☐ ☐ Your life insurance ceases at the earlier of termination of employment, retirement or age 65.

ACCIDENTAL DEATH & DISMEMBERMENT - MANULIFE POLICY #38950

- ☐ ☐ Your AD&D benefit is an equal amount to your Basic Life Insurance.
- ☐ ☐ Your AD&D benefit ceases at the earlier of termination of employment, retirement or age 65.

DEPENDENT LIFE INSURANCE - MANULIFE POLICY #38950

- ☐ ☐ If you are covered for family health and dental benefits:
Dependent Life Insurance covers your spouse for \$5,000, and each dependent child for \$2,500.

Dependent Life insurance ceases at the earlier of termination of employment, retirement or age 65.

EXTENDED HEALTH CARE PLAN – MANULIFE POLICY #85776

☐ ☐ You will be reimbursed for 80% of eligible expenses submitted.

☐ ☐ The following eligible expenses are included:

Drugs legally requiring a prescription (with some limitations). A pay direct drug card will be issued to you. Payment of a deductible equal to the dispensing fee will be required for each prescription. Mandatory generic substitution applies. There is an annual maximum of \$10,000 per person. Medications for smoking cessation are covered to a lifetime maximum of \$500.

Vision care expenses including laser vision correction up to \$100 in a 24 consecutive month period, reimbursed at 100%.

Medical equipment and supplies, including crutches, casts, braces, artificial limbs/prosthetic appliances, diagnostic lab/x-rays, rental or purchase of durable equipment (subject to pre-approval), wheelchairs, walkers and hospital beds.

Paramedical practitioners, limited to \$350 per practitioner per year, including chiropractor, speech therapist, podiatrist/chiroprapist, physiotherapist, osteopath, naturopath, psychologist and registered massage therapist.

Custom molded orthotics or orthopedic shoes to a maximum of \$400 per calendar year.

Hearing Aids up to \$300 every 5 years.

Emergency transportation via professional land or air ambulance service.

Private duty nursing up to \$15,000 per calendar year.

☐ ☐ This benefit ceases at the earlier of termination of employment, retirement or age 65.

DENTAL – MANULIFE POLICY #85777

☐ ☐ 80% reimbursement of basic dental expenses, including exams and cleaning once every 9 months for adults or every 6 months for dependent children under 18 years, x-rays, fillings, endodontics (root canal), periodontics (scaling and/or root planning to a maximum of 4 units per year), denture repair, rebase or relines, and oral surgery.

☐ ☐ Pit and fissure sealant is for covered persons under 19 years of age.

☐ ☐ Maximum reimbursement is \$1,000 per calendar year.

☐ ☐ Reimbursement will be based on the dental fee guide for your province of residence which was in effect 1 year prior to the date of service.

☐ ☐ This benefit ceases at the earlier of termination of employment, retirement or age 65.

CRITICAL ILLNESS – BLUE CROSS LIFE LINK

☐ ☐ You are covered for \$50,000, your spouse is covered for \$10,000 and each dependent child is covered for \$5,000.

☐ ☐ This benefit ceases at the earlier of termination of employment, retirement or age 65.

☐ ☐ This is a mandatory benefit.

☐ ☐ Employees pay the full cost of this benefit.

VOLUNTARY BENEFITS

OPTIONAL LIFE – EMPLOYEE AND/OR SPOUSE

- ☐ ☐ You may purchase units of \$10,000 for yourself and/or your spouse up to the greater of \$250,000 or 4 times your annual salary for yourself, or the greater of \$250,000 or 2 times your annual salary for your spouse.
- ☐ ☐ Medical evidence of insurability forms must be completed and approved before coverage will be in effect for yourself or your spouse.
- ☐ ☐ Optional Life Insurance ceases at the earlier of termination of employment, retirement or age 65.

VOLUNTARY REGISTERED RETIREMENT SAVINGS PLAN

- ☐ ☐ Full time and part time employees may participate
- ☐ ☐ You may elect to have voluntary RRSP deductions taken from your pay to be deposited to your account in the ParaMed RRSP plan with Manulife Financial.
- ☐ ☐ These voluntary RRSP deductions can be made as any percentage value of 1% or greater.
- ☐ ☐ You are responsible for ensuring that you do not exceed your annual allowable RRSP contribution limit as specific by Revenue Canada