

COLLECTIVE AGREEMENT

- between -

ParaMed
HOME HEALTH CARE OTTAWA
OFFICE STAFF

- and -

CUPE·SCFP | *Canadian Union of Public Employees*
Syndicat canadien de la fonction publique
and its Local 5387

September 1, 2020 to August 31, 2023

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PURPOSE

The purpose of the agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances that may arise hereunder.

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 service to the client of the Employer and the public.

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 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.
- c) The right to select, hire, direct, transfer, classify, assign and reassign 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.

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

1.03 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 her membership or activity or non-membership or lack of activity in the Union. The Employer, Union and Employees agree to abide by the provisions of the *Ontario Human Rights Code*. There Shall be no discrimination on the part of the Employer or the Union by reason of race, colour, creed, marital status, sex, sexual orientation, nationality, ancestry, place of origin, residence, age, political or religious affiliation or disability.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the bargaining agent for all Assignment, Accounting and Clerical Coordinators employed by Paramed Ottawa in the City of Ottawa, save and except supervisors and those above the rank of supervisors.

2.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or her representatives, which may conflict with the terms of this Collective Agreement

2.03 No Contracting Out

The Employer shall not contract out any work, nor shall supervisor(s) perform work, normally performed by members of the bargaining unit unless mutually agreed. Such agreement shall not be unreasonably withheld. The parties agree excluded classification as set forth in Article 2 – Recognition and Scope normally perform some work of this bargaining unit. It is not the intention of the parties to change current practice.

2.04 Representative of Canadian Union of Public Employees

The Union Shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises with prior approval from the Employer, to deal with any matters arising out of this Collective Agreement. Such approval will not be unreasonably withheld.

2.05 Full-time employee - is the successful applicant of a full-time position and is scheduled up to eighty-eight (88) hours in a two (2) week period.

Part-time employee - is the successful applicant of a part-time position and is scheduled up to sixty (60) hours and offered up to eighty-eight (88) hours in a two (2) week period.

Casual employee – is the successful applicant of a casual position and who is employed on an irregular basis for the purposes of backfilling short term absences, leaves and temporary vacancies.

2.06 In this Agreement words using a gender pronoun include all gender pronouns.

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

3.01 No Strikes and Lockouts

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, nor shall the Employer engage in any lock-out of the employees.

The word strike and lock-out shall have the meaning given in the *Ontario Labour Relations Act*. If such action or other Collective Agreement action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith and resort to the grievance procedure established herein for the settlement of any complaint or grievance.

ARTICLE 4 - HARASSMENT

4.01 Personal Harassment

Employees are entitled to a workplace free of harassment where harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every

employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made on a biweekly basis and forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees on or before the fifteenth day of the month following the month in which the deductions are made. The Employer shall supply the names of the employees from whom pay deductions have been made

5.03 New Employees

The Employer will provide the Local Union President with the names, addresses, telephone numbers, and classifications of new employees within the first thirty (30) days of employment so that the new employees may be informed of the existence of the Union.

The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed ten (10) minutes duration.

5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

5.05 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.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence arising out of this Collective Agreement shall be between the District Director/designate and the Local Union President or designate.

ARTICLE 7 – UNION - MANAGEMENT RELATIONS

- 7.01** The Employer agrees that the Union may elect or select no more than two (2) non-probationary Stewards and one (1) Alternate Steward.
- 7.02** a) 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. Stewards shall seek permission to attend meetings in advance of the date of such meeting. Such permission shall not be unreasonably withheld. Union Stewards shall assist with the handling of complaints, as required. It is understood in this regard that the Employer will meet with one (1) Union Steward in dealing with an employee complaint.
- 7.03** 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. It is understood that Local Union President or designate may also assist with the Steward function.
- 7.04** The Employer will recognize a Union Bargaining Committee comprised of a CUPE National Representative and not more than two (2) non-probationary employees. Any representative of said Bargaining Committee who is in the employ of the Employer shall have the right to attend negotiations for the renewal of this Agreement.
- 7.05** 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 and no individual employee or group or employees shall undertake to represent to union at meetings with the Employer without proper written authorization from the Union.
- 7.06** 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.
- 7.07** The parties and the employees agree to abide by the provisions of the *Occupational Health and Safety Act*, as amended.
- 7.08** A Labour Management Committee composed of two (2) representatives of the Employer and a maximum of two (2) Local Union representatives of the Union. Meetings of this committee shall be held as required if needed. Agendas will be exchanged seven (7) days prior to each meeting. The purpose of this Committee shall be to discuss matters of mutual concern, but not matters that arise through the grievance procedure or negotiations. The committee shall meet quarterly at a mutually agreeable time and employees shall not suffer any loss of pay for time spent with this committee. An Employer and Union representative will act as joint chairpersons and shall alternate in presiding over the meetings. Minutes of meetings shall be prepared and signed by the parties.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Complaints and Grievances

- a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee(s) relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable, and an allegation that this Agreement has been violated.
- b) It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is generally understood that an employee has no grievance until she has first given the Employer an opportunity to adjust her complaint. All complaints and grievances shall be taken up in the following manner:

Step 1

An employee having a question or complaint shall refer it to a Supervisor within ten (10) calendar days of the actual occurrence leading to the question or complaint. The Supervisor shall reply to the employee, giving the answer to the complaint or question within ten (10) calendar days from the date of submission.

Step 2

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

Step 3

Failing settlement at Step 2, the grievance may be referred to Arbitration by either the Employer or the Union. If no written request for Arbitration is received within twenty-eight (28) calendar days after the decision under Step 2 is given, or within twenty-eight (28) calendar days following the expiration of the time limit set out

for rendering the decision under Step 2 of the grievance procedure, the grievance shall be deemed to have been abandoned.

8.02 An employee who is required to attend a meeting for the purpose of discussing a matter which may result in disciplinary action being taken against the employee shall be made aware of the purpose of the meeting and her right to a Union representative of her choice at such meeting provided this does not result in undue delay.

8.03 Discharge Grievance

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

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

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

8.04 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.

8.05 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, provided that it is presented within seven (7) calendar 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.

8.06 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 seven

(7) calendar days after the circumstances giving rise to the grievance have originated or occurred.

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

ARTICLE 9 – MEDIATION AND ARBITRATION

9.01 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 fourteen (14) 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-one (21) 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.

- 9.02**
- a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the party's nominee to the Board of Arbitration. The recipient of the notice shall, within fourteen (14) calendar days thereafter, designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within fourteen (14) calendar days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within fourteen (14) calendar days after the appointment of the second one of them, then either party may request the Ontario Ministry of Labour to appoint the third member as Chairman of the Board of Arbitration.
 - b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
 - c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairman.
 - d) The board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
 - e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chairman shall govern.
 - f) All agreements reached under the grievance and Arbitration procedure between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
 - g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.
 - h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a

witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of

the Branch to view working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the branch.

9.03 Sole Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises. If the parties can agree to a Sole Arbitrator within fourteen (14) calendar days of the notice of referring the matter to arbitration the matter shall be determined by a Sole Arbitrator and failing such agreement the regular Arbitration procedure shall apply.

9.04 Time Limits

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

ARTICLE 10 - DISCIPLINE FILE

10.01 Access to Personnel File

With 96 hours advanced notice to the Employer an employee shall have the right during normal business hours of the administration office to view his/her personnel file under the supervision of a Manager.

10.02 Personnel File

Any warnings or records of discipline provided they are at least twenty-four (24) months old, and upon written request from the Employee shall be removed from the employee's file. Employees on an approved leave of absence shall have the twenty-four (24) month period extended by length of the leave of absence.

10.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to file a grievance and commence at Step 2 of the grievance procedure.

- 10.04** An employee who is required to attend a meeting for the purpose of discussing a matter which may result in disciplinary action being taken against the employee shall be made aware of the purpose of the meeting and her right to a Union representative of her choice at such meeting, provided this does not result in undue delay.

ARTICLE 11 - SENIORITY

- 11.01** A newly hired employee will be known as a probationary employee until she has actually worked and completed four hundred and eighty (480) hours of work following the employee's most recent date of hire. Probationary employees will not accumulate seniority until after they have successfully completed the probation period. Seniority shall operate on a Bargaining Unit wide basis.

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. The dismissal of a probationary employee shall not be the subject of a grievance.

- 11.02** Upon successful completion of such probationary period, the employee's name will be placed on the seniority list with seniority for all hours worked from last date of hire.

11.03 Seniority Defined

For full-time employees, seniority is defined as the length of service in the bargaining unit since the last date of hire. For part-time and casual employees, a year's seniority shall be calculated on the basis of 1850 hours paid. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

- 11.04** The Employer shall prepare a seniority list which includes all hours paid from date of last hire and shall be posted in each branch office, in January and July of each year. A copy of the seniority list shall also be sent to the Local Union President or designate. Seniority will be by classification. Any errors on the seniority list must be brought to the Employer's attention within thirty (30) calendar days after posting.

- 11.05** 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) is discharged for just cause and not reinstated;
- c) 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;
- d) fails to report for three (3) scheduled work assignments within a twelve (12) month period without notifying the Employer in advance, or without providing a satisfactory excuse for such absences;
- e) 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;
- f) is absent from scheduled work for a period of three (3) consecutive working days without a satisfactory reason;
- g) is laid off for a period of eighteen (18) months;
- h) releases confidential personal or medical information about a client to unauthorized persons;
- i) deliberately falsifies documents including but not limited to client documents, medical documents, travel and expense reports, payroll documents, time or work records;
- j) assaults or abuses a client, caregiver, family member or persons employed by the Employer; or
- k) engages in the theft of property from a client, caregiver/family member or the Employer;
- l) Employee is paid severance pay.

This provision does not bar the Union from filing a grievance on behalf of a seniority employee discharged under this provision and challenging whether the triggering event set forth in 8.04 h), i), j) and k) has occurred, but where the triggering event has taken place an Arbitrator has no jurisdiction to alter the specific penalty herein.

11.06 Recognizing that seniority is based on all hours paid, 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 with or without pay;
- b) When absent on account of personal injury or illness;

c) When in receipt of WSIB benefits.

11.07 Seniority accrual shall be based on all hours paid for all employees.

11.08 No employees shall be transferred to a position outside the Bargaining Unit without her written consent. An employee who is transferred or promoted to a position outside the Bargaining Unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the Bargaining Unit within twelve (12) months, he or she shall be credited with the seniority held at the time of the transfer and/or promotion and resume accumulation from the date of his or her return to the Bargaining Unit. An employee not returned to the Bargaining Unit within twelve (12) months shall forfeit Bargaining Unit seniority.

In the event an employee transferred out of the Bargaining Unit is returned to the Bargaining Unit within a period of six (6) calendar months, he or she accumulate seniority during the period of time outside the Bargaining Unit.

ARTICLE 12 – JOB POSTING

12.01 Where the employer determines there is a vacancy for a regular full-time or part-time position in the bargaining unit:

- a) The Employer shall post the job posting for seven (7) calendar days.
- b) The posting will specify:
 - Whether the position is full-time or part-time;
 - The position classification;
 - The expiry date of the posting; **and**,
 - The name of the Employer Representative to whom applications are to be directed
- c) A copy of the Job Posting shall be provided to the Unit Chair.

12.02 The Notice of Vacancy shall be posted on the bulletin board referred to in Article 19.05 of this Agreement.

12.03 Written applications for vacancy must be received by the Employer representative specified on the Notice prior to the expiry date of the posting.

12.04 Selection for Vacancy

In filling posted vacancies, the selection will be made based on the relevant qualifications, skills, ability, reliability and experience of the applicants. Where these factors are relatively equal, bargaining unit seniority will be the governing factor. The Employer will notify the successful candidate within two (2) business days of finalizing their decision.

- 12.05** No outside candidates shall be interviewed until the employer has had the opportunity to assess and/or interview all suitable internal candidates first.

ARTICLE 13 – LAY OFFS AND RECALLS

- 13.01** Where it is necessary to reduce the working force of employees, the Employer shall layoff by reverse order of seniority in the affected classification(s), provided that those who remain have the qualifications, skills, experience or ability to perform the duties of the job.
- 13.02** The Employer shall advise the Union, in advance, of any permanent layoff. It is understood that permanent or long-term nature means a lay-off which will be longer than thirteen (13) weeks.
- 13.03** The employees will be provided with notice of lay-off in accordance with the *Employment Standards Act*.
- 13.04** Notice to recall in order of seniority shall be 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. In the event that she declines or does not respond, she shall lose all seniority and shall be considered to have resigned her employment.

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

- 14.01** None of the provisions of this Agreement may be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. Hours of work will be determined by the Employer. It will be necessary to maintain flexibility in hours of work as the position requirements dictate to meet the needs of clients.
- 14.02** The employer shall post a four (4) week schedule on Thursday of each week which shall commence the following Monday. Such posted schedule may be subject to change based on exigencies of the operation which will be communicated to the employees with as much advance notification as possible, failing mutual agreement rotational seniority (rotating list) within the classification shall be used. It is understood that the Employer will start with casual employees, then part-time employees and then full-time employees.
- 14.03** The workday shall be the period of 24 hours commencing at 0001 of the operation as scheduled by the employer.

14.04 Standard hours of work vary by position and client requirements. Workload, operational efficiency, staffing needs and other factors may require changes to an employee's start and finish times and total hours worked. The Employer will provide as much notice as possible whenever the aforementioned changes are required.

14.05 Employees who work seven (7) hours daily or greater have a one (1) hour unpaid meal period. Employees may take half of the meal period and split it into two (2) fifteen (15) minute breaks in each half of their shift. Such breaks shall be scheduled by the Employer. This shall not preclude the employer from establishing shifts of greater or less than 7 hours daily.

Employees who work greater than five (5) hours, but less than seven (7) hours daily shall be entitled to one half (1/2) hour unpaid meal period.

14.06 When necessary, employees may be required to work overtime or hours other than those normally scheduled.

All employees are paid their regular rate of pay for all scheduled hours worked and paid overtime at one and one-half (1½) times their regular rate of pay after eighty-eight (88) hours worked averaged over a two (2) week period and must be approved by the Employer.

14.07 An employee who is unable to report to work because of sickness or other reasonable cause shall notify their supervisor as soon as possible and, absent extenuating circumstances, at least four (4) hours before the start of shift so that proper measures can be taken for a replacement.

14.08 Daylight Savings Time

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

14.09 All call-in shifts will be paid at straight time.

14.10 Subject to their provided availability and the skill and ability to perform the work, casual staff will be called-in in order of seniority.

14.11 Casual Employees

a) Casual employees shall fill out an availability form which will be given to the Manager, in writing, by the 15th of the previous month. Availability must include at least one (1) weekend per month (weekend defined as Saturday and Sunday), and at least one (1) day each week and must provide availability to work a minimum of five (5) Paid Holidays as per Article 15 (Paid Holidays).

One (1) of the Paid Holidays will be Christmas Day, Boxing Day or New Year's Day. Should an employee refuse a shift assignment within their availability, they will be moved to the bottom of the list.

- b) In addition, should the casual employee refuse three (3) consecutive offers to work according to the availability they provided, they will be deemed to have abandoned their employment relationship with the Employer and voluntarily resigned.
- c) Further, casual employees, unless on approved leave of absence, that do not accept an assignment within their availability during any four (4) consecutive week period will be deemed to have abandoned their employment and voluntarily resigned.
- d) This Article shall become effective 30 days after ratification of this Collective Agreement. The Employer shall send notice of the change in practice for casual scheduling to casual employees concurrent with the date of ratification.

ARTICLE 15 – PUBLIC HOLIDAYS

15.01 Full Time: an employee who is required by the Employer to work on any of the holiday set out below shall receive time and one-half (1½) her 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	

15.02 Part time and Casual employees are eligible for holiday pay in accordance with the *Employment Standards Act*

15.03 Holiday Qualifications

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

ARTICLE 16 - VACATIONS

16.01 The vacation year will be from July 1st to June 30th.

16.02 Full-time Employees

Changes in vacation pay and entitlement shall become effective on the first full pay period following the effective date of the change, as follows:

VACATION SCHEDULE	
LENGTH OF SERVICE	ENTITLEMENT
After 1 year of service	15 days
After 10 years of service	20 days
After 20 years of service	25 days

For the purposes of this Article – 1850 hours is equivalent to one (1) year

16.03 Part-time and Casual employees shall receive vacation pay in accordance with the *Employment Standards Act, 2000*.

16.04 An employee shall not be permitted to accumulate her vacation from year to year. Any vacation not used by December 31 of that year will be paid out to employees on a separate direct deposit payable on the first banking day of the new year.

Should an employee resign or have her employment terminated, any accumulated vacation pay shall be remitted to her as per the regular pay cycle.

16.05 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.

Vacations between June 15th and September 15th will be granted to a maximum of two (2) weeks, non-consecutive.

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.

All other vacation requests will be granted on a first come first serve basis.

Vacation Time	Deadline for Request	Employer Response
January – April	October 1	November 1
May – August	February 1	March 1
September – December	June 1	July 1

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.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

Note: All health and welfare benefits are to remain status quo for the duration of this Collective Agreement

- 17.01** Full-time and part-time employees shall be eligible to participate in the benefit plan offered by the Employer in accordance with the terms of the Plans.
- 17.02** 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. Upon request the Union shall be provided with a current copy of the site specific policy of all insured benefits.
- 17.03** The Plans 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 their portion of premiums 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.
- 17.04** 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.

ARTICLE 18 - COMPENSATION

- 18.01** Wages shall be paid in accordance to Schedule "A: attached.
- 18.02** The Employer shall have the discretion to determine the initial step level on the wage grid of the newly hired workers up to Level 5 in any classification prior to commencing her first day of work. The Employee shall provide the Employer with verification of her past related experience and the Employer will determine the placement on the grid based on the verification information

ARTICLE 19 - GENERAL

19.01 No Pyramiding

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

19.02 Copies of Agreement

A copy of this Agreement shall be issued by the Employer to each employee who is now employed or becomes employed during the term of this Agreement. The cost of printing the Agreement shall be equally shared between the Employer and the Union.

19.03 It is the employee's responsibility to ensure their address and any other relevant employee information is kept current with the Employer.

19.04 Employees will be paid 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 is provided with at least one (1) months' notice.

19.05 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 District Director or her designate.

ARTICLE 20 – PAY PERIODS

20.01 Employees shall be paid bi-weekly. These moneys will be automatically deposited into the bank of their choice. Should a paid holiday occur on a pay day, the deposit will be made on the day prior to pay day. This shall not preclude the employer from amending pay days provided they give the Union one (1) months' notice

20.02 An electronic time and earnings statement will be available to each employee for each pay period. This statement will carry complete details of rates of pay, hours worked, earnings, vacation pay, deductions and union dues and each employee shall be permitted to print a copy for personal records.

20.03 In the event of an error on the employee's 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 one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

ARTICLE 21 – LEAVE OF ABSENCE

Except for legislated ESA Leaves, the following entitlements apply to non-probationary full-time employees.

An employee returning from any leave of absence will provide the Employer a minimum of 4 weeks notice where practicable.

21.01 Pregnancy and Parental Leaves

Pregnancy and parental leave of absence shall be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as may be amended from time to time.

21.02 Union Leave

The Employer may grant leave of absence without pay to one (1) employee 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 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. The member who is an employee of the Employer shall be paid any wages, benefits and associated costs forfeited as a result of the attendance and the Union agrees to reimburse the Employer for such wages paid.

21.03 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 on a Coroner's Inquest as a witness in connection with a case arising from the employee's duties with the Employer, the employee shall be paid their regular rate for all hours attended at the Inquest, provided that the employee:
 - i) notifies the Employer immediately upon the employee's notification that she will be required to attend Court/Inquest,
 - ii) presents proof of service requiring the employee's attendance.

- iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof, provided the compensation does not exceed the payment of their regular rate for all hours attending the inquest. Hours attended by the employee at Court/Inquest shall be accrued to the employee's seniority.

ARTICLE 22 - DURATION

22.01 This Agreement shall be in effect from date of ratification until thereafter August 31, 2023 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.

22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) calendar days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

SIGNED THIS 11th DAY OF January 11, 2023.

**PARAMED HOME HEALTH CARE
OTTAWA OFFICE STAFF**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 5387**

<p><i>Gagan Dhawan</i> Gagan Dhawan (Jan 16, 2023 09:40 EST)</p> <p>Gagan Dhawan</p>	<p><i>Susan Glenn</i> Susan Glenn (Jan 16, 2023 18:52 EST)</p> <p>Susan Glenn</p>
<p><i>Rodney Lau</i> Rodney Lau (Jan 16, 2023 09:56 EST)</p> <p>Rodney Lau</p>	<p><i>Mark Kotanen</i> Mark Kotanen</p>
<p><i>Anji Bhattacharyya</i> Anji Bhattacharyya</p>	

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November 17, 2021

SCHEDULE 'A'

Job Title	Effective Date	
Administrators (Clerical)	2021-11-04	2022-09-01
Start	\$15.00	\$15.15
Year 2 (greater than 1950 hours)	\$15.50	\$15.66
Year 3 (greater than 3900 hours)	\$16.00	\$16.16
Year 4 (greater than 5950 hours)	\$16.50	\$16.67
Year 5 (greater than 7800 hours)	\$17.00	\$17.17
Coordinators (Assignment)	2021-11-04	2022-09-01
Start	\$18.00	\$18.18
Year 2 (greater than 1950 hours)	\$18.25	\$18.43
Year 3 (greater than 3900 hours)	\$18.50	\$18.69
Year 4 (greater than 5950 hours)	\$19.00	\$19.19
Year 5 (greater than 7800 hours)	\$19.50	\$19.70
Year 6 (greater than 9750 hours)	\$20.00	\$20.20
Year 7 (greater than 11700 hours)	\$20.50	\$20.71
Coordinators (Accounting)	2021-11-04	2022-09-01
Start	\$18.50	\$18.69
Year 2 (greater than 1950 hours)	\$19.00	\$19.19
Year 3 (greater than 3900 hours)	\$19.50	\$19.70
Year 4 (greater than 5950 hours)	\$20.00	\$20.20
Year 5 (greater than 7800 hours)	\$20.50	\$20.71
Year 6 (greater than 9750 hours)	\$21.00	\$21.21
Year 7 (greater than 11700 hours)	\$21.50	\$21.72

- In the case of all employees, such service (1950 paid hours) shall be cumulative and may run from calendar year to year for the purpose of moving through the grid.
- All Employees on the payroll as of the date of ratification with less than 1950 hours service, shall be placed on the first step of the grid.
- All other Employees shall be placed on the step of the grid closest to their hourly rate that represents a pay increase.
- Employees as of the date of ratification paid above the wage scale shall be red circled until such time that the grid passes by their existing rate.

Any red-circled employees will receive a one-time lump sum payment as follows:

Full Time - \$500.00

SALARY NOTE:

Accounting Employee ER #75110 in addition to being placed on the step of the grid closest to their hourly rate that represents a pay increase shall receive a lump sum payment of two hundred and fifty dollars (\$250.00)

LETTER OF UNDERSTANDING

between

PARAMED HOME HEALTH

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5387



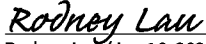


Re: Personal Days

All existing full-time employees who are currently in receipt of eight (8) personal days, shall maintain this benefit for the duration of the Collective Agreement and shall be listed by name in a Letter of Understanding.

SIGNED THIS 11th DAY OF January 11, 2023.

**PARAMED HOME HEALTH CARE
OTTAWA OFFICE STAFF**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 5387**

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