

COLLECTIVE AGREEMENT

Between

**EXTENDICARE-PARAMED HOME HEALTH CARE,
PEMBROKE/RENFREW**

- and -

**The Canadian Union of Public Employee
and its Local 5170**

**For the period:
June 1, 2022 to May 31, 2026**

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of the Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which may arise hereunder.
- 1.02 The Union recognizes the obligation of the Employer to provide efficient service to the public pursuant to the relevant legislation and objectives of the Employer.
- 1.03 The parties to this Agreement undertake to work together towards the common objective of providing the best possible service to the client of the Employer and the public.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the bargaining agent for all employees of ParaMed Home Health Care in the County of Renfrew save and except supervisors, person above the rank of supervisor, client services specialists/coordinators, students employed during the school vacation period and students employed pursuant to a cooperative training program administered by a recognized college or university.
- 2.02 It is agreed that the word “employees” wherever used in this Agreement shall be deemed to refer only to employees in the Bargaining Unit as defined in Article 2.01.
- 2.03 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 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 their membership or activity or non-membership or lack of activity in the Union.
- 3.02 The Employer, Union and Employees agree to abide by the provisions of the *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.
- 3.03 The Union and the Employer agree to abide by the *Occupational Health and Safety Act*, as amended from time to time.

ARTICLE 4 – NO STRIKES AND NO LOCKOUTS

- 4.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts, slow-down, suspension of work or any other collective action against the Employer, during the term of this Agreement. The terms ‘strike’ and ‘lockout’ shall bear the meaning given to them in the *Labour Relations Act, RSO*, as amended.

4.02 No Other Agreements

The Employer agrees the Union is the bargaining agent, any agreements reached outside of this Collective Agreement shall include the bargaining agent.

- 4.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.
- 4.04 The parties agree that Supervisor(s) and/or employees outside of the Bargaining Unit normally perform some work of the Bargaining Unit. It is not the intention of the parties to change this practice. It is understood that this will not result in a reduction of regular hours/visits for employees.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 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 re-assign duties, demote, promote, layoff, recall, suspend, terminate or otherwise discipline who have completed probation for just cause, provided that a claim by a non-probationary employee who has been discharged or disciplined without just cause may be the subject of a grievance;
 - (d) the right to determine the location and extent of operations and their commencement, expansion, curtailment and cessation; the level and type of service to be provided; the content, evaluation and description of jobs; methods to be used to provide services, employee qualifications for employment and promotion, number of hours to be worked; number and classification of employees needed.
- 5.02 The Employer will exercise its management rights in accordance with the Collective Agreement.

ARTICLE 6 – UNION SECURITY

- 6.01 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed shall as a condition of employment, be subject to regular Union dues to be deducted from their wages and remitted to the Union. The dues deducted will be as prescribed by the Union in writing to the Employer from time to time.

- (b) The Employer shall, when remitting such dues, provide the names of employees from whom pay deductions have been made.
- (c) The Employer will supply the Union with the name, current address, telephone number(s), and classification and other relevant information of the employees with their first dues deduction.

6.02 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.

6.03 The Employer will provide the Local Union President with the names, addresses, telephone numbers, and classifications of new employees who are not members of the Union within the first thirty (30) days of employment so that the new employees may be informed of the existence of the Union.

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.

ARTICLE 7 – RELATIONSHIP AND REPRESENTATION

7.01 The Employer agrees that the Union may elect or select no more than four (4) non-probationary Stewards and one (1) Alternate Steward.

7.02 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 will provide as much advance notice as is possible, when submitting these requests. Such permission shall not be unreasonably withheld unless it interferes with the efficient operations of the Employer. 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 the 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 three (3) 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 All correspondence between the parties concerning the Collective Agreement shall be between the District Director/designate and the Local Union President or designate.

7.06 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

7.07 It is agreed that for all purposes under this Agreement, the Employer's place of business, and the Employer's offices or premises shall not include a client's premises. In no event shall a representative of the Union or an employee representative contact a client without first obtaining the Employer's written consent

7.08 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, as amended*.

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

7.10 A Labour Management Committee composed of two (2) representatives of the Employer and a maximum of two (2) Local Union representatives of the Union shall be established. Meetings of this committee shall be held no less than every three (3) months, or as required. Agendas will be exchanged five (5) business days prior to each meeting. The purpose of this Committee shall be to discuss matters of mutual concern, but not matters that arise through the grievance procedure or negotiations. Minutes of this meeting shall be maintained and signed/approved by both parties. The role of the Chairperson shall rotate between the parties each six (6) months or as agreed. In addition to the respective representatives noted above, the Union Staff Representative and/or Employer Regional or Corporate Representative may attend Labour-Management meetings.

7.11 **Union Business**

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

ARTICLE 8 – SENIORITY

8.01 A newly hired employee will be known as a probationary employee until they have actually worked and completed five hundred (500) 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.

8.02 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.

8.03 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.

8.04 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 and there is no prognosis at the end of that time period for a return to work with or without accommodations. This provision does not apply to an employee who is suffering a compensable injury as per Workplace Safety and Insurance Board legislation;
- (d) fails to report for two (2) 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 in 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 twelve (12) 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.

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

8.06 No employees shall be transferred to a position outside the Bargaining Unit without their 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, they shall be credited with the seniority held at the time of the transfer and/or promotion and resume

accumulation from the date of their 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, they accumulate seniority during the period of time outside the Bargaining Unit.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Complaints and Grievances

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

Step Number 1

An employee having a question or complaint shall refer it to a Supervisor within ten (10) business days of when they ought reasonably to have known of the circumstances giving rise to such question or complaint. The Supervisor shall reply to the employee, giving the answer to the complaint or question within ten (10) business days from the date of submission. Or ought reasonably to know.

Step Number 2

Failing settlement at Step 1, the employee, who may request the assistance of their Union Steward, shall submit the grievance in writing to the District Director within ten (10) business days after the decision is given in Step 1. A meeting will then be held within ten (10) business days of receipt of the written grievance, between the District Director or their designated representative and the employee. It is understood that at such a meeting the District Director or their designated representative may have such counsel and assistance as they may desire, and that the employee may have their 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 District Director or their designated representative shall be given in writing within ten (10) business days following the meeting.

Step Number 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 fifteen (15) business days after the decision under Step 2 is given, or within fifteen (15) business days following the expiration of the time limit set out for rendering the decision under Step Number 2 of the grievance procedure, the grievance shall be deemed to have been abandoned.

9.02 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 their right to a Union representative of their choice at such meeting provided this does not result in undue delay.

9.03 **Discharge Grievance**

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

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

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

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 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.

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 seven (7) calendar 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 Any warnings or records of discipline provided they are at least eighteen (18) months old, and no subsequent discipline has been issued within that period, shall be removed from the employee's file. Employees on an approved leave of absence shall have the eighteen (18) month period extended by the length of the leave of absence.

ARTICLE 10 – MEDIATION AND ARBITRATION

10.01 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.

10.02 Arbitration

- (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.

10.03 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.

10.04 Time Limits

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

ARTICLE 11 – JOB POSTING

11.01 Where the Employer determined that there is a vacancy for full-time or part time position in the Bargaining Unit and that it wishes to fill, the Employer shall post a job posting in the branch office for five (5) working days. The posting shall stipulate the hours of work, qualifications, classification and geographic location for information purposes noting such is subject to change.

Where the Employer's requirement for employees is an ongoing one, such notice may remain posted and shall be deemed to be in compliance with this provision. In such circumstances, any employee may indicate, in writing, their interest in the posted vacancy, and the Employer shall keep such expression of interest on file. Where such expressions of interest are on file, the Employer shall first review them to determine whether to fill any vacancy from the employees who have registered their expression of interest prior to hiring from outside the Bargaining Unit.

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 days period referred to in Article 11.01.

In filling postings, the Employer shall consider the qualifications, experience, skill and ability of the applicants to perform the work efficiently. Where these factors are 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. The name of the successful applicant shall be posted on the Branch Office bulletin board, with a copy to the Local Union President.

ARTICLE 12 – LAY-OFF AND RECALL

12.01 Where it is necessary to reduce the working force of employees, the Employer will make effort, when effecting layoffs, to layoff by reverse order of seniority in the affected classification(s) and geographic area, provided that those who remain have the qualifications, skills, experience or ability to perform the duties of the job. Senior employees in the affected geographic area shall be reassigned to the other geographic area upon their request at the time of lay-off. Shift assignments shall be reassigned according to the process set forth in Article 15 – Hours of Work and Scheduling,

12.02 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.

12.03 The employees will be provided with notice of lay-off in accordance with the *Employment Standards Act*, as amended.

12.04 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 their intention to either accept or decline the offer of recall. In the event that they decline or do not respond, they shall lose all seniority and shall be considered to have resigned their employment.

ARTICLE 13 – LEAVE OF ABSENCE

The following entitlements apply to non-probationary full-time and part-time employees.

13.01 Pregnancy and Parental Leave

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

(a)(i) An employee who is pregnant is entitled to seventeen (17) weeks of unpaid leave as provided in the *Employment Standards Act*, as amended. The leave may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and if requested, furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

(ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.

(iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so, and if requested, furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume her work.

(b) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

(c) The Employer will continue to pay its share of the contributions of the employee benefits premiums in which the employee is participating, for the duration of the leave, unless the employee tells the Employer in writing that the employee will not continue to pay their own share of the premiums or defaults on such payment. Credits for service for the purpose of entitlements under the Collective Agreement and prescribed under the *Employment Standards Act*, as amended shall continue and seniority shall accumulate during the leave.

(d) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that they intend to take parental leave.

© An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 13.01 ©.

13.02 Parental Leave

(15) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(b) A “parent” includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as her or her own.

© Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave may begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.

(d) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks or sixty-three (63kk) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

© For the purposes of Parental Leave the provisions under 13.01 c), e) and f) shall also apply.

13.03 Bereavement Leave

Upon the death of an employee's spouse, same sex spouse, common-law spouse, child, stepchild, mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, an employee shall be granted a maximum of three (3) consecutive days off from work without loss of pay. Pay for the three (3) paid days is to be determined by taking the employee's average number of visits or hours per day worked over the previous six (6) weeks.

Notwithstanding the foregoing, and upon request, employees shall be authorized to use one bereavement day to attend a ceremony, event or religious activity such as but not limited to interment. This day is included in the overall entitlement of three (3) days.

Upon the death of an employee's aunt, uncle, niece or nephew, an employee shall be granted a maximum of one (1) day without loss of pay based on the same formula as above. Additional leave without pay may be granted at the discretion of the Employer.

13.04 Union Leave

All requests for leave of absence for Union representatives under this Article will be sent to their supervisor by a designated representative of CUPE Local 5170.

The Employer will then confirm or deny the request with the designated Union representative.

The request for leave must be made as far in advance as is practical. The absence will be granted, including reasonable time for travel, subject to operational requirements. Permission will not be unreasonably withheld.

Union representatives will continue to accrue seniority, credits and benefits during Union leave.

13.05 Education Leave

Leave of absence with or without pay may be granted to an employee at the discretion of the Employer, to attend professional and education meetings, courses or other events which may be judged beneficial to the employee's professional development, especially as it relates to their responsibilities with the Employer.

Where an employee attends a mandatory course or workshop, the Employer agrees to pay any applicable fee. In addition the Employer agrees to compensate such employees for any scheduled missed hours/visits as the result of attending the course, at their applicable straight time hourly base rate.

13.06 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 loss of 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:
 - 15) notifies the Employer immediately upon the employee's notification that they 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.

13.07 Sick Leave Days

Full-time employees with at least nineteen hundred and fifty (1950) hours worked in the full-time Bargaining Unit shall be entitled to five (5) annual paid sick leave days. Pay for the five (5) paid days is to be determined by taking the employee's average number of visits or hours per day worked over the previous six weeks. The employer may request a medical note to verify such absence. These days will not be carried over from year to year.

ARTICLE 14 – HOURS OF WORK AND SCHEDULING

14.01 The parties acknowledge the Employer has an obligation to meet their contractual requirements and client needs. Consequently, scheduling will be subject to those parameters.

14.02 This Article shall set out the process for scheduling work assignments for Full-Time, Part-Time and Casual employees. It shall not be construed to be a guarantee of the amount of work per day or hours/visit of work per week or work location.

14.03 Employees shall be scheduled in order of seniority, subject to the following criteria:

- (a) the skills, ability, experience and classification required to meet the Client's needs;
- (b) continuity of care;
- (c) client preference, and
- (d) geographic area.

14.04 Employees will be scheduled for available work assignments subject to Article 14.03 in the following sequence:

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

14.05 (a) An employee must make every effort to notify their Coordinator (24 hours/day) with not less than four (4) hours, unless not reasonably possible, before the start of work assignment of their inability to report for work due to sickness. It is the employee's responsibility to keep the Employer informed of the status of their sick leave and to advise the expected date of return to work.

(b) When an employee is not able to report due to sickness, late book offs, emergency leaves, failure to report for work, a work refusal and/or inability to remain at work, the scheduling criteria outlined in Articles 14.03 and 14.04 does not apply. The Employer shall offer the short schedule assignments in an equitable fashion, unless not reasonably possible.

14.06 Full time and part-time employees will be provided with a two (2) week master rotation showing days on and days off. Employees will be scheduled clients/visits within the parameters of their master rotation as set forth on the job posting. Subject to operational requirements schedules may change in reverse order of seniority where possible, as set forth in Article 14.03. Employees will be provided with as much advance notice as possible of any changes.

14.07 **Full-time Employees**

Full-time employees shall be scheduled up to eighty-eight (88) hours in a two (2) week period.

14.08 **Part-time Employees**

Part-time employees shall be scheduled up to sixty (60) hours in a two (2) week period.

14.09 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 15.02. 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.

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.

(c) In addition to the above, casual, registered employees shall include a minimum of two (2) days' availability for on-call duties per month.

14.10 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, averaged over a two (2) week period.

(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 week averaged over a two (2) week 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, averaged over a two (2) week period, they will be paid at the overtime rate set forth in 14.10 (a) above.

(c) Employees agree they will not work in excess of eighty-eight (88) hours averaged over a two (2) week period without prior approval of their manager.

(d) The Employer shall endeavour to offer overtime in an equitable fashion subject to the terms of Articles 14.03 and 14.04.

14.11 Any general concerns regarding scheduling may be referred to the Labour Management Committee for the parties to attempt to resolve them. Specific employee concerns may be raised as example.

14.12 Time Off Between Shifts

Employees are to be allowed a minimum of eleven (11) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift.

14.13 Daylight Savings Time

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

ARTICLE 15 – PUBLIC HOLIDAYS

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

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

15.02 Casual employees are eligible for holiday pay in accordance with the *Employment Standards Act*, as amended.

15.03 Holiday Qualifications

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

15.04 Holidays on Day Off

When any of the holidays listed in 15.01 fall on an employee's scheduled day off, the employee shall receive another day off without pay at a time mutually agreed upon between the employee and the Employer.

Employees may take unpaid time off during the period one (1) month in advance or following the holiday at a time mutually agreed.

15.05 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least either, Christmas Day or New Year's Day off, alternating from year to year.

ARTICLE 16 – VACATIONS

16.01 The vacation year will be from January 1st to December 31st.

16.02 Full-time and Part-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:

- After one (1) year as of December 31st in any year, two (2) weeks' vacation at four percent (4%) of gross earnings.

- After five (5) years as of December 31st in any year, three (3) weeks' vacation at six percent (6%) of gross earnings.
- After twelve (12) years as of December 31st in any year, four (4) weeks' vacation at eight percent (8%) of gross earnings.
- After twenty-two (22) years as of December 31st in any year, five (5) weeks' vacation at ten percent (10%) of gross earnings.

For the purposes of this Article – 1950 hours is equivalent to one (1) year.

16.03 Casual employees shall receive vacation pay in accordance with the *Employment Standards Act*, as amended.

16.04 An employee shall not be permitted to accumulate their vacation from year to year. Any vacation not used by December 31 of that year will be paid out to employees on a separate cheque on the second-to-last pay in December of each year.

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

16.05 Vacation Schedules

Vacation requests shall be approved in order of seniority and subject to operational demand.

Deadlines for submitting vacation shall be as follows:

Vacations falling between:

- April 1st and October 31st
 - Must be submitted no later than February 15th
 - Response shall be provided no later than March 31st
- November 1st and March 31st
 - Must be submitted no later than September 15th
 - Response shall be provided no later than October 31st

Any requests made after the deadlines are subject to operational requirements of the Employer and shall be approved or denied within four (4) weeks of the request. Late requests shall be considered on a first come first serve basis.

ARTICLE 17 – COMPENSATION

17.01 Wages shall be paid in accordance Schedule "A" attached.

17.02 Mileage Allowance

(a) Employees will be paid, if they provide their own vehicle, a mileage allowance of forty-five cents (\$0.45) per kilometre who, in one day, are required to travel more than one (1) kilometre between assignments (except assignments within one building or complex).

(b) Claimable mileage shall only include all travel between clients.

17.03 Personal/Home Support Workers providing hourly visits, time spent travelling between Clients will be considered hours worked and shall be compensated at a rate of one (1) minute at the regular straight time hourly rate for every two (2) kilometres travelled for all kilometres that are eligible for reimbursement under Article 17.04 (below).

17.04 Personal/Home Support workers will accumulate seniority for all hours paid as travel time.

- (a) For greater clarity, pay for travel and travel time is payable only for KMs travelled and time spent on travelling between clients for hourly paid employees. It is not payable for hourly paid employees KMs or travel time between an employee's home and their first client of the day or between their last client of the day and home.
- (b) In order to be paid for travel time, an employee shall submit such time to the Employer in accordance with the Employer's policy which is currently automated.
- (c) For greater clarity, an employee is not entitled to any other compensation for time spent on travelling to and from client visits.
- (d) At no time will hourly employees be double compensated for time. As an example, you will not be paid for a client visit and travel time during the same time period.

17.05 On Call

- (a) When a Nurse is scheduled to be on call outside of their regularly scheduled working hours, they shall receive on call pay in the amount of forty dollars (\$40.00) per day for 1630 to 0830 during the weekdays. On the weekend they shall receive on call pay in the amount of sixty-five dollars (\$65.00) per day for 0830 to 0830. If the on-call Nurses choose to divide the geography the above noted stipend will be divided equally.
- (b) When a Nurse is on call and is required to make a client visit they shall be paid the applicable visit rate plus the current mileage rate for all kilometres travelled from their residence, to the client's home, and then back to their residence.
- (c) On call will be scheduled on a voluntary basis prior to the posting of the schedule. Shifts not covered will be distributed amongst those qualified full-time, part-time and casual who have not volunteered to work or those who have volunteered the least to create an equitable schedule. The on-call schedule shall be posted on the 20th of the previous month.

17.06 Related Clinical Experience for New Hires (RN/RPN/PSS Workers)

The Employer shall have the discretion to determine the initial step level on the wage grid (Schedule A) of the newly hired worker prior to commencing their first day of work. Workers shall provide the Employer with verification of their past related clinical experience and the Employer will determine the placement on the grid based on the verification information. The maximum placement for related clinical experience for new hires is Step 3. This placement is discretionary and not subject to a grievance.

17.07 Exceptional Rural Travel

- (a) Where a staff is assigned to a client where exceptional travel is required, they shall receive:
 - 1) travel time is calculated using the Employer's mapping software at their current visit/indirect wage rate, per 17.03; and,
 - 2) mileage rate pursuant to Article 17.02 (a).
- (b) Exceptional travel is defined as any distance greater than 45 km to, from or between clients. Where staff is required to travel greater than 45 km for their first and last client, they shall receive travel reimbursement outlined in (a) to the lesser of:
 - 1) travel between the ParaMed branch office and the client; or
 - 2) travel between the staff's home and the client.

ARTICLE 18 – HEALTH AND WELFARE BENEFITS

- 18.01 Full and Part-time employees shall be eligible to participate in the Group Benefit Plan in accordance with the terms of the Plan.
- 18.02 The Employer agrees to make available to all full and part-time employees, and the Union representative, a copy of the applicable benefit summary.
- 18.03 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.
- 18.04 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 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 Union 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 Personnel File

- (a) When an employee receives an evaluation, performance appraisal, progress report or assessment related to job performance, they will be given the opportunity to review the document, indicate any area of disagreement, sign it and receive a copy. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.
- (b) Having provided a written request to the Branch Manager at least one (1) calendar week in advance, an employee shall be entitled to look at their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Branch Manager or their designate, at a mutually satisfactory time. The employee may be accompanied by a Union Steward.

19.04 Bulletin Board

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 Executive Director or their designate.

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

19.06 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) month notice.

19.07 Errors on Paycheques

In the event of an error equal to or in excess of one hundred dollars (\$100.00) in an employee's pay, on request from the employee, the Employer agrees to provide a make-up cheque to the employee within five (5) business days following the verification of the error.

In the event of an overpayment error on the employee's paycheque, the Employer will arrange with the employee a mutually agreeable repayment schedule, in accordance with the *Employment Standards Act*, as amended.

19.08 Meal Breaks

All employees shall be entitled to meal breaks in accordance with the *Employment Standards Act*, as amended.

ARTICLE 20 – DURATION

20.01 This Agreement shall be in effect until May 31, 2026, 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.

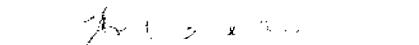
20.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) calendar days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

20.03 All terms of the Collective Agreement shall become effective upon the date of ratification by both parties to the agreement unless specifically stated otherwise in the agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Schedule "A".

Dated at Ottawa, Ontario this 18th day of June 2024.

FOR THE UNION









FOR THE EMPLOYER









Schedule "A"

FUTURE WAGE PROGRESSION IS BASED ON WORKING 1950 HOURS SINCE DATE OF RATIFICATION.

Classification	Step	Hours	01-Jun-21	1-Jun-2022 2%	1-Jun-2023 2%	1-Jun-2024 1.75%	1-Jun-2025 1.75%
RN	1	Start	\$ 28.70	\$ 29.27	\$ 29.86	\$ 30.38	\$ 30.91
	2	1950	\$ 29.18	\$ 29.76	\$ 30.36	\$ 30.89	\$ 31.43
	3	3900	\$ 29.65	\$ 30.24	\$ 30.85	\$ 31.39	\$ 31.94
	4	5850	\$ 30.14	\$ 30.74	\$ 31.36	\$ 31.91	\$ 32.46
	5	7800	\$ 30.61	\$ 31.22	\$ 31.85	\$ 32.40	\$ 32.97
	6	9750	\$ 31.10	\$ 31.72	\$ 32.36	\$ 32.92	\$ 33.50
	7	11700	\$ 31.57	\$ 32.20	\$ 32.85	\$ 33.42	\$ 34.01
	8	13650	\$ 32.06	\$ 32.70	\$ 33.36	\$ 33.94	\$ 34.53
	9	15600	\$ 32.52	\$ 33.17	\$ 33.83	\$ 34.43	\$ 35.03
	10	17550	\$ 33.00	\$ 33.66	\$ 34.33	\$ 34.93	\$ 35.55
RPN	1	Start	\$ 23.25	\$ 23.72	\$ 24.19	\$ 24.61	\$ 25.04
	2	1950	\$ 23.64	\$ 24.11	\$ 24.60	\$ 25.03	\$ 25.46
	3	3900	\$ 24.05	\$ 24.53	\$ 25.02	\$ 25.46	\$ 25.91
	4	5850	\$ 24.45	\$ 24.94	\$ 25.44	\$ 25.88	\$ 26.34
	5	7800	\$ 24.85	\$ 25.35	\$ 25.85	\$ 26.31	\$ 26.77
	6	9750	\$ 25.25	\$ 25.76	\$ 26.27	\$ 26.73	\$ 27.20
	7	11700	\$ 25.64	\$ 26.15	\$ 26.68	\$ 27.14	\$ 27.62
	8	13650	\$ 26.05	\$ 26.57	\$ 27.10	\$ 27.58	\$ 28.06
	9	15600	\$ 26.45	\$ 26.98	\$ 27.52	\$ 28.00	\$ 28.49
	10	17550	\$ 26.85	\$ 27.39	\$ 27.93	\$ 28.42	\$ 28.92
Clerical Coordinator	1	Rate	\$ 17.94	\$ 18.30	\$ 18.66	\$ 18.99	\$ 19.32

Classification	Step	Hours	01-Jun-21		1-Jun-2022 2%		1-Jun-2023 \$3 Wage Increase	1-Jun-2023 2%		1-Jun-2024 1.75%		1-Jun-2025 1.75%	
			Direct	Indirect	Direct	Indirect	Direct	Direct	Indirect	Direct	Indirect	Direct	Indirect
PSW	1	Start	\$ 16.50	\$ 14.25	\$ 16.83	\$ 14.25	\$ 19.83	\$ 20.23	\$ 14.25	\$ 20.58	\$ 14.25	\$ 20.94	\$ 14.25
	2	1950	\$ 17.00	\$ 14.50	\$ 17.34	\$ 14.50	\$ 20.34	\$ 20.75	\$ 14.50	\$ 21.11	\$ 14.50	\$ 21.48	\$ 14.50
	3	3900	\$ 17.30	\$ 14.75	\$ 17.65	\$ 14.75	\$ 20.65	\$ 21.06	\$ 14.75	\$ 21.43	\$ 14.75	\$ 21.80	\$ 14.75
	4	5850	\$ 17.60	\$ 15.00	\$ 17.95	\$ 15.00	\$ 20.95	\$ 21.37	\$ 15.00	\$ 21.75	\$ 15.00	\$ 22.13	\$ 15.00
	5	7800	\$ 17.90	\$ 15.25	\$ 18.26	\$ 15.25	\$ 21.26	\$ 21.68	\$ 15.25	\$ 22.06	\$ 15.25	\$ 22.45	\$ 15.25
	6	9750	\$ 18.20	\$ 15.25	\$ 18.56	\$ 15.25	\$ 21.56	\$ 22.00	\$ 15.25	\$ 22.38	\$ 15.25	\$ 22.77	\$ 15.25
	7	11700	\$ 18.80	\$ 15.25	\$ 19.18	\$ 15.25	\$ 22.18	\$ 22.62	\$ 15.25	\$ 23.02	\$ 15.25	\$ 23.42	\$ 15.25
	8	13650	\$ 19.15	\$ 15.25	\$ 19.53	\$ 15.25	\$ 22.53	\$ 22.98	\$ 15.25	\$ 23.39	\$ 15.25	\$ 23.80	\$ 15.25
	9	15600	\$ 19.50	\$ 15.25	\$ 19.89	\$ 15.25	\$ 22.89	\$ 23.35	\$ 15.25	\$ 23.76	\$ 15.25	\$ 24.17	\$ 15.25
HSW	1	Start	\$ 16.67	\$ 14.25	\$ 17.00	\$ 14.25	\$ 20.00	\$ 20.40	\$ 14.25	\$ 20.76	\$ 14.25	\$ 21.12	\$ 14.25
	2	1950	\$ 17.17	\$ 14.25	\$ 17.51	\$ 14.25	\$ 20.51	\$ 20.92	\$ 14.25	\$ 21.29	\$ 14.25	\$ 21.66	\$ 14.25
	3	3900	\$ 17.47	\$ 14.50	\$ 17.82	\$ 14.50	\$ 20.82	\$ 21.24	\$ 14.50	\$ 21.61	\$ 14.50	\$ 21.99	\$ 14.50
	4	5850	\$ 17.78	\$ 14.75	\$ 18.14	\$ 14.75	\$ 21.14	\$ 21.56	\$ 14.75	\$ 21.94	\$ 14.75	\$ 22.32	\$ 14.75
	5	7800	\$ 18.08	\$ 15.00	\$ 18.44	\$ 15.00	\$ 21.44	\$ 21.87	\$ 15.00	\$ 22.25	\$ 15.00	\$ 22.64	\$ 15.00

RETROACTIVITY

Retroactive payments will be made to all employees within sixty (60) days of ratification of the Memorandum by the Parties.

The Employer shall notify in writing to the last known address, all former employees who are eligible for retroactive pay adjustments.

Those notified shall be informed they have thirty (30) days to respond to the Employer and provide their updated direct deposit information and updated contact information (mailing address).

Letter of Understanding

between

**Extendicare – ParaMed Home Health Care,
Pembroke/Renfrew
(hereinafter referred to as the “Employer”)**

and

**The Canadian Union of Public Employees and its Local 5170
(hereinafter referred to as the “Union”)**

As of the date of ratification, all employees currently enrolled in benefits shall maintain their current Health and Welfare (Article 18) benefits entitlement.

Dated at Ottawa, Ontario this 18th day of June 2024.

FOR THE UNION

16. *Leucosia* *lutea* *lutea* (L.)

1. *Thymus*

Mr.

FOR THE EMPLOYER

M. W.

Liz Hughes

Letter of Understanding

between

**Extendicare – ParaMed Home Health Care,
Pembroke/Renfrew**
(hereinafter referred to as the “Employer”)

and

The Canadian Union of Public Employees and its Local 5170
(hereinafter referred to as the “Union”)

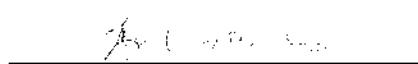
Re: Reasonable Travel

The Employer shall, subject to operational requirement and cost, endeavour to minimize excessive or unreasonable travel to first visits and/or visits that are located outside the specific catchment area of an employee’s chosen work ‘base’.

Notwithstanding, the Parties recognize that due to the nature of the work and the obligation to provide care, there may be occasions that require travel in excess of what is expected and/or considered reasonable.

Dated at Ottawa, Ontario this 18th day of June 2024.

FOR THE UNION




FOR THE EMPLOYER







Letter of Understanding

between

**Extendicare – ParaMed Home Health Care,
Pembroke/Renfrew**
(hereinafter referred to as the “Employer”)

and

The Canadian Union of Public Employees and its Local 5170
(hereinafter referred to as the “Union”)

Re: Transition to HRIS

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

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

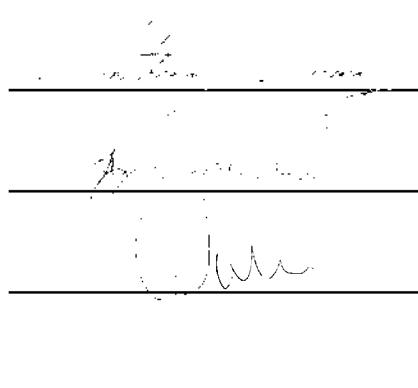
The Employer agrees to consult the Union regarding any administrative changes resulting from the new HRIS and provide the Union with an opportunity to provide their feedback. These administrative changes will not result in any decrease or rollback of negotiated terms or conditions of the collective agreement. Subsequently, the parties agree to review any future administrative changes.

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

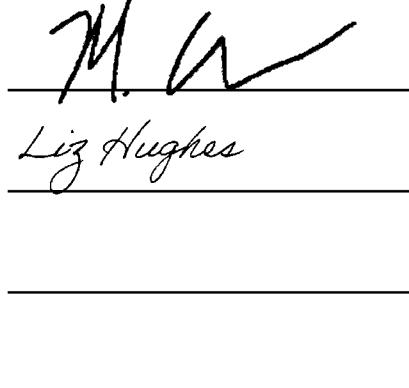
This Letter of Understanding shall expire if not expressly renewed in bargaining.

Dated at Ottawa, Ontario this 18th day of June 2024.

FOR THE UNION



FOR THE EMPLOYER


Liz Hughes