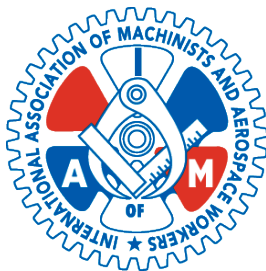


# **Collective Agreement**

Between



**IAM**

**Homecare Workers Local 1231**

-and-

**Spectrum Health Care**



Effective October 9, 2023 to October 8, 2028



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## **ARTICLE 1- GENERAL PURPOSE**

- 1.01** The purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its Employees represented by the Union, to provide for a mechanism for the prompt and orderly disposition of grievances arising from the express terms of this agreement and to provide for a mechanism of dialogue to address mutual concerns arising during the life of this agreement, all of which will not Interfere with the normal operation of the Employer.

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

- 2.01** a) The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all matters properly arising under this agreement for all employees of Spectrum Health Care located in the Province of Ontario, save and except supervisors, persons above the rank of supervisor, office staff and coordinators, employees of Seniors for Seniors and those

individuals already covered under an existing Collective Agreement.

b) All articles of this Collective Agreement pertain to all employees covered in 2.01 (a) above with specific exceptions attached in appendix “A” which are specific to employees employed as Nursing and Physio staff.

**2.02** It is agreed that the word “Employee” or “Employees” wherever used in this Agreement shall be deemed to refer only to an Employee or Employees in the applicable bargaining unit as hereinbefore defined.

**2.03** Bargaining Unit Work- Employees excluded from the bargaining units(s) as described in Article 2.01 shall not perform services for clients normally provided by members of the Bargaining unit save and except in cases of emergency or for training or demonstration.

**2.04** The Employer shall not contract out work normally performed by bargaining unit Employees where:

- a) The contracting out of such work would result in the lay-off of one (1) or more bargaining unit Employees: or
- b) There are bargaining unit Employees on lay-off who have the necessary skill, ability qualification to perform the work required and the work required is sufficient to warrant the recall of one (1) or more Employees to work at least eight (8) consecutive hours per week.
- c) Unless otherwise agreed by the union and employer (e.g. sub-contracting of a specific skill set).

**2.05** a) When a new classification (which is covered by the terms of the Collective Agreement) is established by the Employer, the employer shall determine the rate of pay of such new classification and notify the Local Union of the same within ten (10) business days and the Employer agrees to meet with the Union if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

b) When the Employer makes a substantial change during the term of this agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

### **ARTICLE 3- NO DISCRIMINATION**

- 3.01** The parties agree that there shall be no discrimination, interference, restraint, or coercion or intimidation exercised or practiced by either of them or their representatives or members, because of an Employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.
- 3.02** The Employer, Union, and Employees agree that they shall all abide by the provisions of the *Ontario Human Rights Code* and the *Employment Standards Act*.



## **ARTICLE 4- NO STRIKES OR LOCKOUTS**

- 4.01** The Employer agrees that it shall not lock out Employees during the term of this Collective Agreement.
- 4.02** The Union agrees that there shall be no strikes by Employees during the term of this Collective Agreement.
- 4.03** The terms strike and lockout shall have the meaning attributed to them pursuant to the *Labour Relations Act*, 1995, SO. 1995, Chap. 1.

## **ARTICLE 5- MANAGEMENT RIGHTS**

- 5.01** The Union recognizes that the management, supervision and direction of the workplace is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited in this collective agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency

- b) hire, discharge, assign, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim that an employee has been discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- c) establish and enforce rules, regulations, policies and practices to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;
- d) determine, in the interest of efficient operations and the highest standards of service, classifications, hours of work, assignments, methods of doing the work, job content, scope of services to be provided to Spectrum Health Care patient and clients, the numbers of employees required, the standards of performance for all employees, the location of work and the equipment to be used in connection therewith and all other matters concerning the Employer's operations, not otherwise

specifically dealt with elsewhere in this Agreement; and

- e) generally to manage, operate and direct staff in all respects in accordance with its obligations, service requirements, service and/or operational contracts and legislated responsibilities.

**5.02** The Employer agrees that such rights shall be exercised in a matter consistent with the provisions of this Agreement.

## **ARTICLE 6- UNION SECURITY AND CHECK-OFF**

**6.01** All employees covered by this Agreement shall as a condition of employment, upon completion of their respective probationary periods, become members of the Union and remain members in good standing in the Union during the term of this Agreement

**6.02** The Union will advise the Employer in writing of the amount of its regular dues. The amount so

advised shall continue to be deducted until changed by further written notice to the Employer.

The Employer agrees that it will deduct each pay period, a sum equal to regular Union dues from each employee in the Bargaining Unit. Such deductions shall be remitted to the District Lodge of the" Union by the 15th of the following month together with a list of employees from whom such deductions were made. The list will include new hires and severances. The Employer will show the amount of the dues deducted on T-4 slips issued to employees.

**6.03** The Employer will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement showing the following information for employees from whose pay deductions have been made.

- a) All monthly dues deducted for members to be submitted in alphabetical order with total dues remitted, total hours worked

during the remittance period, current address, postal code.

- b) The Employer further agrees that it will supply all such information by way of electronic mail (e-mail), in the format designated by the Union, and hard copy, if so requested by the Union.
- c) The Employer agrees to supply the Union the employee's names, addresses, postal codes, email address and telephone numbers, every January, and every July of every year. The Employer further agrees that it will supply all such information by way of electronic mail (e-mail) and hard copy, if so requested by the Union.

**6.04** The Union agrees to indemnify the Employer and save it harmless against any claim by any employee or any group of employees which may arise as a result of its compliance with Article 6.

## **ARTICLE 7 – REPRESENTATION**

- 7.01** An employee who is to be disciplined or an employee who is called for an investigation which could result in discipline may have their Union Steward present at the meeting unless they decline to have them present. For the purposes of processing employee grievances, the Employer recognizes the grievor's right to be represented by a Union steward at all stages of the grievance process.
- 7.02** The Union shall be entitled to select up to one Steward (1) for every sixty-five (65) employees or part thereof that are post probationary employees to act as Stewards, one of which shall be the Chief Steward for each branch. It is expressly understood that the Employer shall not be required to deal with more than one (1) Steward at any given time.
- 7.03** The Union shall keep the Employer notified in writing of the names of the committee Members, Central Chair and Stewards and the effective date of their respective appointments.

**7.04** For the purposes of layoff only, any post probationary employee who is appointed or otherwise selected as Central Chair or chief steward shall, for the duration of their term of office, be deemed to have the highest seniority of their classification and shall be the last employee laid off in such classification, provided they are willing and satisfactorily performs the available work.

**7.05** The Union acknowledges the stewards have their regular duties to perform on behalf of the Company, and such persons will not leave their regular duties without first obtaining permission of their immediate supervisor or, in their absence, the Manager or their signate, such permission not to be unreasonably withheld; and when resuming their regular duties, will report again to their immediate supervisor or, in their absence, the Manager or their designate.

**7.06 Employee/Employer Relations Committee**

Both parties agree to establish an Employee/Employer Relations Committee

consisting of two (2) Union representatives per branch and at least (1) Employer representatives, (employer ratio should never exceed union) and either party shall have the right to have present an additional resource person. The Chairperson at the first meeting at each individual branch shall be named by the Employer and thereafter shall alternate between a member of the Committee selected by the Union and a member selected by the Employer. The Chairperson shall appoint a secretary who shall keep the minutes of the meeting. The Committee will meet once per quarter and more frequently if needed by mutual agreement. Members may teleconference into the meeting. The Committee will provide a forum for on-going communication and the joint consideration of various concerns which arise in the day-to-day activities of the employees represented by the Union.

**7.07** All Employer/Employee Relations Committee meetings will be scheduled during the committee members' regularly assigned times.



Employees serving on the Employer/Employee Relations Committee shall be paid normal straight time at minimum wage for attendance at the meetings. The Union and the Employer agree agenda items shall be received prior to a meeting date.

- 7.08** A Central Chair is a qualified full-time member who has been appointed by the union. The Company recognizes Central Chair functions as justifiable paid time away from regular duties which will be agreed upon by Union and employer. It is understood that the number of bargaining unit employees will determine the time allocated to the functions of the central chair. The Central Chair is a full-time position paid by both the Union and the employer 50% each.

## **ARTICLE 8-DISCIPLINE AND DISCHARGE**

- 8.01** Certain offences are of such gravity and importance that the Employer may impose the specific penalty of discharge. Where the dismissal of an Employee is made the subject of

a grievance which proceeds to arbitration and the dismissal is for one (1) or more of these serious offences, the Arbitrator as the case may be, shall not inquire into the level of discipline imposed and shall be limited to confirming that the employee has committed the offence in question. The offences which are considered to warrant the discipline set out above are:

- i) Assaulting or abusing a Client or care giver/family member;
- ii) Theft of property from a Client, care giver/family member, or employer;
- iii) Failing to maintain and providing credentials and vulnerable sector checks (i.e. failed vulnerable sector checks)

Nothing in this clause shall limit the Employer in imposing discipline, up to and including discharge, for any other offence, subject to the other terms of this Collective Agreement.

**8.02** Records of all disciplinary action shall not be removed from an Employee's personnel file however, the records for any disciplinary

actions may not be referred to after a twenty-four (24) month period providing no further disciplinary action has been taken in that twenty four (24) month period.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01** Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.
- 9.02** An employee who believes they have a complaint or a difference shall first discuss the complaint or difference with their Supervisor within ten (10) business days of first becoming aware of the complaint or difference. The employee may be accompanied by their Steward if they so desire. No Employee shall be permitted to file a grievance where that employee fails to adhere to the requirements of this article to first bring the complaint or

difference to the attention of their Supervisor. In the event no Supervisor is available for the employee to discuss their complaint, the Union may address the complaint on behalf of the employee.

**9.03** If the complaint or difference is not satisfactorily settled by the Supervisor within five (5) business days of the discussion, it may be processed within an additional ten (10) business days in the following manner:

**9.04 Stage One**

The employee may file a grievance in writing with their Supervisor. The written grievance, signed by the employee or Steward, shall state the nature of the grievance, the specific provisions of the collective agreement alleged to have been violated and the redress sought. The Supervisor shall give the grievor their decision in writing within five (5) business days of the submission of the grievance.

## **9.05     Stage Two**

If the employee is dissatisfied with the decision of the Supervisor, the written grievance, signed by the employee or their designee, shall be presented to the Manager or their designated representative within five (5) business days from the date of receipt of the Manager's reply in the first step of the grievance procedure or failure to reply within the time-limits herein provided.

**9.06**     Within, ten (10) business days of receipt of the grievance, the Manager or their designated representative will arrange a meeting with the Central Chair or their designated representative and, if so requested by either party, the Business Representative of the Union

**9.07**     Within five (5) business days of this meeting the Manager or their designated representative shall render their decision in writing.

**9.08**     Where an employee, other than a Probationary Employee, feels that they have been unjustly disciplined or discharged, the employee may file a grievance at Stage Two of the grievance

procedure within five (5) business days of their notice of discipline or discharge.

## **9.09     Stage Three**

Failing settlement under Stage Two of any grievance between the parties, the parties may enter into mediation as prescribed under section 50 of the *Labour Relations Act* if the parties mutually agree in writing.

## **9.10     Policy and/or Group Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees in the Union has a grievance, it may be submitted at Stage Two of the grievance procedure. Such grievances must be submitted within ten (10) business days after the Union first becomes or ought reasonably to have been aware of the grievance.

**9.11** Time limits in this collective agreement are mandatory. The time limits referred to in the grievance procedure and arbitration procedure may only be extended by mutual agreement if

specified in writing, notwithstanding section 48(16) of the *Labour Relations Act*, 1995.

## **ARTICLE 10 – ARBITRATION**

- 10.01** Failing settlement under Stage Three of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either party may request the grievance be taken to arbitration as hereinafter provided within ten (10) business days of receipt at the Union's next grievance board meeting following the last written disposition, and not later than eight (8) weeks after the last written disposition.
- 10.02** No person shall be appointed as arbitrator who has been involved in an attempt to negotiate or settle the dispute. However, this provision does not preclude an arbitrator from acting as a mediator, as provided for in the *Labour Relations Act*, if the parties consent.

- 10.03** An arbitrator shall have the power to enforce the written settlement of a grievance, as provided in the *Labour Relations Act*.
- 10.04** The decision of the Arbitrator shall be final, binding and enforceable on all parties, but in no event shall an Arbitrator be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement except to the extent this Agreement is found to be in violation of relevant legislation.
- 10.05** The party requesting arbitration shall indicate in its written request the names of three (3) proposed arbitrators.
- 10.06** Within ten (10) business days thereafter, the other party shall answer either agreeing to one of the proposed arbitrators or naming three (3) alternate arbitrators for consideration.
- 10.07** If the parties cannot agree to an arbitrator, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as Chairperson upon request of either party. The



parties will each pay one-half of the remuneration and expenses of the arbitrator.

## **ARTICLE 11 - HEALTH & SAFETY**

**11.01** Both the Employer and the Union recognize the importance of maintaining a safe and healthy working environment, and thus commit themselves to complying with the requirements established by the *Occupational Health and Safety Act*, as amended from time to time. The Employer and the Union shall establish a Joint Health and Safety Committee which must meet at the workplace at least once every three (3) months and shall perform the functions that are required by the *Occupational Health and Safety Act*. The Employer shall not have any more representatives than the Union at any meeting.

- 11.02** A grievance relating to this Article may be initiated at Step Two of the grievance procedure, but only if the matter has first been addressed at, but not resolved by the above Committee.
- 11.03** Either party may exercise the right to have present at a committee meeting an outside resource person upon the agreement of the parties.
- 11.04** All Hoyer lifts are 2 person transfers by those who have been trained on the lift. If the HCCSS has authorized two PSW's for the lift, the Employer shall ensure that both PSW's are trained. If authorized by the HCCSS an in-home caregiver if trained and documented in the care plan, may be the secondary assistor instead of a secondary PSW. If the trained caregiver is unwilling to assist and or if they are not available to assist the PSW will not do the lift. Instead, the PSW will complete all care plan activities as best they can without doing the lift and immediately inform their supervisor of the situation.

## **ARTICLE 12 – SENIORITY**

**12.01** The parties agree an employee's seniority date will be determined by their most recent date of hire. Where two (2) or more employees have the same hire date, seniority shall be determined by alphabetical order. Seniority, as referred to in this Agreement, shall be defined as the length of continuous service in the bargaining unit.

### **12.02 Seniority List**

There shall be separate seniority lists for each branch. The seniority lists which reflect the seniority of bargaining unit members shall be maintained and provided to the Union within five (5) business days of the request. It is agreed that the lists shall be provided no more than once per quarter.

- a) An employee relieving or transferring into a position outside the bargaining unit within the company shall retain and accumulate seniority for a maximum of three (3)

months unless an extension is mutually agreed to by the Union and the Employer. The employee shall have the right in this time period to return to the bargaining unit and, if the employee exercises their right to do so, they may return to their previous position.

### **12.03 Probationary Employee**

All new employees shall be hired on a probationary basis for a period of four hundred and twenty (420) hours or visits worked. No seniority shall accrue to an employee during their probationary period.

During the probationary period, the Employer may at its discretion release an employee when it determines an employee is unsuitable because of conduct, quality of work, attendance or any other work-related reason. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

Immediately following the successful completion of the probationary period an employee's seniority shall be credited from the date of hire.

**12.04** Seniority shall be lost and an employee's name shall be removed from all seniority lists and an employee shall be deemed terminated from employment, if the employee:

- a) resigns or retires;
- b) is discharged and is not reinstated in accordance with the provisions of this Agreement;
- c) fails to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given within five (5) days;
- d) fails to notify in writing the Employer of the employee's intention within five (5) days after being notified of recall and/or fails to report to work within seven (7) days after issuance of notice of recall by registered mail to the employee's last address on record with the Employer. The parties agree the times

specified in this Article may be extended in accordance with Article 9.11;

- e) is laid off for a period in excess of eighteen (18) months or the employees' length of service with the Employer, whichever is lesser; or
- f) uses a leave of absence for a purpose other than that for which it was granted.
- g) is absent from duty for a period of greater than three (3) consecutive scheduled shifts without notifying the employer and without providing a reason for the absence satisfactory to the employer. Seniority may be maintained under qualifying circumstances and may be evaluated on an individual basis and agreed by both Employer and Union. The Employer agrees to advise the Union prior to terminating any employee pursuant to Article 12.04 (g).

## **12.05 Transfers between Branches**

The Employer agrees that Employees may be permitted to transfer at the Employer's discretion from one Branch to another for their

personal convenience and at their own expense, subject to the following conditions;

- a) i) Employees wishing to transfer must notify, in writing, the Branch to which they would like to transfer. Such written notice shall include the Employee's qualifications, present position, requested hours of work, and when they would be able to commence work.
  - ii) All Employees requesting a transfer complete an interview with the new Branch Supervisor.
  - iii) The Branch will advise the applicant on whether or not the transfer has been approved.
- b) If a break in service of six (6) months or greater has occurred, then the request for transfer is considered a new hire.
- c) Seniority and service will be retained and shall continue with the transfer to the new branch.
- d) In the event a Branch realigns its jurisdictional boundaries which affects Employees being transferred to another Branch, all service and seniority will move with the Employee to their new Branch.

## **ARTICLE 13-LAY-OFF AND RECALL**

In the event that operational changes may potentially lead to the layoff of Employees in the bargaining unit, the following shall apply:

- 13.01** Should it become necessary for the Employer to reduce staff, lay-offs shall occur in reverse order of seniority in the affected branch provided that the employees who remain have the skill, ability and qualifications to perform the work that is available. A consultation will be held between the Employer and the Union to discuss the new staffing requirements. This meeting should be held as early as possible.
- 13.02** The Employer shall provide notice of a permanent layoff, or pay in lieu thereof, to an affected employee in accordance with the *Employment Standards Act*.

The Union shall be notified as far in advance as possible of the names of any employees slated for permanent layoff, the expected duration and reason. Employees shall be given written



notice of the layoff ten (10) days prior to the actual layoff date.

- 13.03** In the case of a layoff, employees will not accrue or be entitled to any benefits under this Agreement, except the rights in relation to recall.
- 13.04** Employees who are laid off shall have their names placed on a recall list and when vacancies occur they shall be recalled in order of seniority at their respective branch, the person with the most seniority being recalled first. Recall rights shall be retained for a period of eighteen (18) months from the date of lay off.
- 13.05** In the event that the Employer determines that a layoff(s) of a permanent nature will occur, the Employer will meet with the Union, to discuss possible means of avoiding the lay-off
- 13.06** The Employer shall notify the employee of recall opportunities by courier or email, addressed to the last known address on record with the Employer or by hand delivery. Should the employee not respond, a final attempt to

notify will be sent by courier and will be deemed to have been received the third (3rd) day after delivery. Employees failing to respond to a recall notice within 7 days will be subject to Article 12.04(d) of this Agreement.

**13.07** It shall be the duty of employees on the recall list to notify the Employer of any change of address. The employee shall be deemed to have been given proper notice under Article 13.06 if the Employer attempts to notify the Employee by registered mail to the last address of the employee on record with the Employer.

**13.08** Affected Employees may bump the most junior employee at another branch to avoid layoff. Those Employees that choose not to bump into another branch shall be considered on lay-off and be subject to the following:

- a) Accept the Layoff and entitlement to severance pay as defined in the *Employment Standards Act*, and forfeit their recall rights.
- b) Remain on layoff status awaiting recall for the lesser of eighteen (18) calendar months or their

length of service, at which point their seniority shall lapse and they will be deemed terminated.

- c) Choose to accept severance prior to the end of b) above and forfeit their recall rights.

**13.09** Employees on layoff shall be recalled for any vacancies in the bargaining unit arising out of a job posting in order of bargaining unit wide seniority.

**13.10** Probationary Employees shall be laid off prior to the laying off of Employees with seniority where downsizing occurs.

**13.11** In the event of the closure of a Branch, any Employee who does not elect to accept an offer of alternative employment shall be allowed to accept a lay off and receive their entitlement to severance pay if they so choose.

## **ARTICLE 14- LEAVE OF ABSENCE**

### **14.01 Pregnancy & Parental Leave**

Pregnancy and Parental leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time to time.

### **14.02 Bereavement Leave**

- a) The Employer shall pay an employee up to three (3) day's pay at the employee's regular hourly rate of pay for scheduled shifts lost to the day of the funeral in the event of the death of an employee's spouse, parent, step-parents, child, step-child.
- b) The Employer shall pay an employee up to two (2) day's pay at the employee's regular hourly rate of pay for scheduled shifts lost to the day of the funeral in the event of the death of an employee's brother or sister, mother-in-law or father-in-law, grandparent or grandchild
- c) The Employer may, at its discretion, request proof of death and/or funeral arrangements

### **14.03 Compassionate Leave**

Unpaid compassionate leave may be granted at the discretion of the Employer, but such approval shall not unreasonably be withheld.

### **14.04 Leave for Union Activities**

- a) The Employer may at its discretion grant leave without pay at a time duly authorized to represent the Union at conventions, seminars and/or meetings; however, such leave will not unreasonably be withheld. In requesting such leave of absence, the Union must give at least ten (10) business days' notice in writing to the Employer.
- b) Upon the written request of the Union, the Employer may grant a leave of absence without pay and/or benefits, to an employee elected or appointed to a full-time position with the IAM; however, such leave will not unreasonably be withheld. The Union's written request must be given at least fifteen (15) business days prior to the date on which the Union requests the leave

to commence. It is understood that not more than one (1) employee may be on such leave at any given time. Such leave, if granted, shall be for the period set out in the request unless the parties mutually agree to extend the leave for a further specific period. It is further agreed that for the purposes of WSIB coverage, such employees are deemed to be employed by the Union who shall remit premiums on their behalf.

- c) Upon termination of the position with the Union, the employee shall, upon as much notice as possible but in any event not less than fifteen (15) days' notice, be entitled to resume employment with the Employer to the position held immediately prior to the commencement of the leave or to a comparable position with no decrease in hourly rate. Unless the employee is a stabilized hour employee, the employer cannot guarantee the same hours of regular work. The employer is unable to guarantee that the employee upon return will be assigned to the same clients as prior to the leave.

#### **14.05 Personal Leaves**

The Employer may grant a personal leave of absence without pay and/or benefits for other reasons at its discretion; however, such leave will not unreasonably be withheld. Such leaves shall be for stated periods and shall not exceed a year, during which time the employee will remain on the seniority list, unless both the Union and the Employer mutually agree otherwise. A response will be provided in writing within 5 business days.

#### **14.06 Accumulation of Seniority**

Seniority shall continue to accumulate during any leave paid by either the Employer, Union or government agency for a period not to exceed one year, based on the number of hours paid.

#### **14.07 Sick Days**

Effective November 1, 2023, employees who have completed their probation will be entitled to paid sick days at a rate of two (2) days from November 1st to October 31st.

- a) Sick days will be applied to the first two (2) absences due to a personal or family illness or medical emergency. Sick days can only be taken as full days.
- b) Employees hired on or before May 1st will receive two (2) sick days upon completion of their probation. Employees hired after May 1st will receive one (1) sick day upon completion of probation.
- c) Where an employee is eligible to be paid for a Sick Day, the Employee shall be paid in accordance with Article 15.03.
- d) Sick days cannot be carried over and cannot be paid out at termination of employment.

## **ARTICLE 15 - HOLIDAYS**

### **15.01** The following days are designated as Statutory Holidays

New Years Day (January 1<sup>st</sup>)

Good Friday

Canada Day (July 1<sup>st</sup>)

Labour Day

Christmas Day (December 25<sup>th</sup>)

Family Day

Victoria Day

Civic Day

Thanksgiving Day

Boxing Day (December 26<sup>th</sup>)



- 15.02** To be eligible for holiday pay, an Employee must have worked all of their last regularly scheduled day of work before the public holiday and their first regularly scheduled day of work after the holiday unless reasonable cause for not doing so is shown.
- 15.03** Where an Employee is eligible to be paid for a paid holiday, the Employee shall be paid the average of the Employee's daily earnings, calculated over a period of four (4) work weeks prior to the paid holiday divided by twenty (20) as per the *Employment Standards Act* or as amended from time to time.
- 15.04** If an Employee is required to work on any paid holiday, they shall be paid for the holiday in accordance with 15.03 (provided they otherwise qualify), and in addition will receive one and one-half (1 ½) times their regular rate of pay for all hours worked on the holiday.

## **ARTICLE 16- VACATIONS**

- 16.01** a) Employees who have less than one (1) year of continuous service with the Employer prior to January 1 shall be entitled to take vacation on a pro rata basis based on two (2) weeks' paid vacation time calculated at 4% of their earnings to date in their first year.

Example: If an employee started working for the Employer on April 1st, as of September 30th assuming they had worked continuously, they would be entitled to take one (1) week of paid vacation time calculated at 4% of their current year's earnings.  $6 \text{ months} / 12 \text{ months} \times 2 \text{ weeks} = 1 \text{ week}$ )

- b) Employees who have completed one (1) year of employment but less than five (5) years of employment prior to January 1 in a year shall be entitled to two (2) weeks' paid vacation time calculated at 4% of their previous year's earnings.

- c) All Employees who have completed five (5) years of employment but less than fifteen (15) years of employment prior to January 1 in a year shall be entitled three (3) weeks paid vacation time calculated at 6% of their previous year's earnings.
- d) All employees who have completed fifteen (15) years of employment but less than twenty-five (25) years of employment prior to January 1 in a year shall be entitled to four (4) weeks paid vacation time calculated at 8% of their previous year's earnings.
- e) All employees who have completed twenty-five (25) or more years of employment prior to January 1 in a year shall be entitled to five (5) weeks paid vacation time calculated at 10% of their previous year's earnings.

**16.02** a) Vacation time may be taken at any time during the vacation year which is January 1st to December 31st. Vacation time shall not be cumulative from year to year and shall not be carried over into the next vacation year. Employees shall submit their vacation requests

on a Vacation Request Form to the Employer as follows:

- i) for vacation time commencing between February 1 and May 31, requests must be submitted no later than October 31;
  - ii) for vacation time commencing between June 1 and September 30, requests must be submitted no later than February 28;
  - iii) for vacation time commencing between October 1 and January 31, requests must be submitted no later than July 31;
- b) Employees who make their requests within the above submission deadlines shall be given preference with respect to their vacation periods in accordance with seniority within each branch, to the Employer's requirements as to sufficient availability of staff to meet the needs of the Employer's clients. For clarity, requests

prior to the submission date will be pooled and only as of the submission date all submissions received will be reviewed on a seniority basis. Employees will be notified, in writing, of their approval or denial of their vacation requests no later than two (2) weeks from the submission deadline.

- c) all other vacation request's may be submitted after the above deadlines and will be considered without regard to seniority. Employees will be notified, in writing, of their approval or denial of their vacation requests no later than two (2) weeks from the date of request.

**16.03** All Employees shall be paid vacation pay in a separate deposit twice per year in May and November on dates defined by the employer annually. If the Employee chooses and so notifies the Employer, they can defer vacation pay until such time as they take vacation leave.

**16.04** Where an Employee is hospitalized for non-elective reasons immediately prior to, or

during, the Employee's scheduled vacation, upon presentation of a certificate from a duly qualified medical practitioner the Employee may cancel their remaining scheduled vacation time affected by the hospitalization. Vacation so cancelled may be rescheduled in accordance with Article 16.02, above.

## **ARTICLE 17- JOB POSTING**

- 17.01** The Employer will post vacant Stabilized sixty (60) hour bi-weekly and Stabilized thirty (30) hour bi-weekly positions for a period of seven (7) business days and will select Employees based on seniority within the Branch. Stabilized sixty (60) hour bi-weekly and Stabilized thirty (30) hour bi-weekly will be offered first to employees within the Branch, prior to posting at other branches and then externally.
- 17.02** The Employer will consider the qualifications, experience and ability of the applicants. Where these factors are relatively equal, the applicant

with the greatest seniority shall fill the vacancy provided they can perform the work.

- 17.03** The Employer agrees to follow a consistent process when determining where to place an employee on the wage grid where that employee changes care designations. For internationally educated nurses, the Employer reserves the right to assess appropriate placement on the wage grid and provide the Union with an explanation of its assessment if requested.
- 17.04** Upon the Employee providing proof of designation change to employer, the employer has four (4) weeks to acknowledge the change and meet with the employee to discuss change of employment classification/status based on current operational needs.

## **ARTICLE 18- HOURS OF WORK**

Preamble- This Article is intended to set out the process for scheduling of hours of work to Employees and shall not be construed as a

guarantee of hours (or visits) per day or per week or a guarantee of days of work per week.

**18.01** Employees will submit their declared days and hours of availability to the Employer.

Employees will be required to accept all scheduled assignments within their respective availability unless the Employer has given permission to refuse.

**18.02** An Employee is to provide the days and hours of availability at the start of their employment. The Employee is assumed to be available for those days and hours given and expected to work them if assigned. The Employee may make changes to their availability by giving the Employer 30 days' notice of the change. For employees hired after October 31, 2023, availability can be changed following the completion of one (1) year of service providing 30 days' notice. Nothing in this Article limits the workplace parties' obligations under the *Ontario Human Rights Code*.



**18.03** Employees whose objective is to be regularly scheduled at least sixty (60) and at least thirty (30) hours respectively bi-weekly as per Article 17.01. It is recognized within this group above there are positions that reflect stabilization. These Stabilized positions will be paid a minimum requirement of hours (sixty (60) or Thirty (30) should the Employer fail to provide these hours. In the event of “non-availability” by the employee, the sixty (60) and thirty (30) hour position will be automatically cancelled in the pay period in which the non-availability occurs.

**18.04 Scheduling and Availability**

The Employer shall continue with their current practice of scheduling and availability and as may be changed from time to time in the course of business following consultation with the Union.

**18.05 Scheduling**

- a) The following factors shall be considered in the scheduling of weekday assignments:

- i) the Employee's availability to fulfill the assignment;
  - ii) the skills, ability and qualifications required to meet the Client's needs;
  - iii) continuity of caregiver;
- b) Employees shall be assigned cases on the basis of where the Employee meets the requirements of factor (i), (ii), (iii).
- c) Employees shall be scheduled in accordance with the needs of the Patients and Clients and will include consideration of the following:
  - i) Minimum 60 hour Stabilized
  - ii) Minimum 30 hour Stabilized
  - iii) Those employees who provide availability as per Article 18.01

Note: It is understood that the parties recognize that Employee retention increases proportionate to increases in available hours of work. To that end, the Employer will endeavor to increase the number of hours by

encouraging Employees to provide greater availability. The Employer will communicate via email, voicemail or other electronic communication regularly to all Employees' vacant hours.

## **18.06 Weekend Scheduling**

Employees who have historically worked weekends will be expected to continue to do so. It is understood that Employees may not unilaterally alter this expectation by making themselves unavailable unless notice is provided under 18.02. To help meet the needs of staffing weekend assignments, employees hired after October 31, 2023 must provide alternate weekend availability.

The Union and the Employer agree that the nature of home care services requires care to clients to be available seven days a week and the employer may ask employees who have not provided availability on weekends if they could

make themselves available when shortages of available staffing on weekends occur.

**18.07** Where a current Client's hours are extended, such time will be offered, where Available, to the Employee currently servicing the Client.

**18.08 Overtime**

- a) The overtime rate of one and one-half (1 ½) times an Employees' regular rate shall be applied on all hours worked in excess of eighty-eight (88) hours exclusive of breaks in a bi-weekly pay period for the duration of this agreement. The Union agrees that this is an agreement to provide for averaging across a two week period for the purposes of overtime calculation.
- b) The Parties agree that an Employee may by mutual agreement, be scheduled to work in excess of eighty-eight (88) hours in a bi-weekly pay period subject to the provisions of this Article. The Union agrees this is an

excess hour's agreement allowing for work up to 96 hours in a bi-weekly pay period.

## **18.09 Break Periods**

- a) Where an Employee is scheduled to work five (5) or more consecutive hours the Employee shall be entitled to a thirty (30) minute unpaid meal break. A further thirty (30) minute unpaid meal break shall be provided following a further five (5) consecutive worked hours. The foregoing does not apply where an Employee is assigned to a case in excess of five (5) hours in duration where the Client is not to be left alone.
- b) Where an Employee is scheduled to work in excess of five (5) hours in duration where the Client is not to be left alone, the Employee shall take a thirty minute (30) paid lunch break at a time mutually agreed with their Supervisor which does not interfere with the Client's needs. When a

Client requires service during the time that the Employee is on their lunch break, the Employee shall tend to the Client's needs and take the balance of their break at a later time.

- 18.10** Where the Employer is unable to schedule work assignment(s) with members of that Branch to meet its contractual obligations, the work assignment(s) will be offered to members of another Branch.

## **ARTICLE 19 -**

### **Intentionally Left Blank**

## **ARTICLE 20- REPORTING PAY**

- 20.01** In the event an Employee's assignment is cancelled after arrival at the Client's residence, due to an error on the part of the Employer, Client absence, or the Client's refusal to see the worker, the Employer shall provide the worker

with alternative work which the worker shall perform and if none is available, the Employee will be paid at their regular rate for the length of the cancelled assignment to a maximum of three (3) hours.

- a) The Employer may only schedule alternative work during the pay period in which the cancelled appointment (e.g., “not seen not found”) occurred. Alternate work is defined as work that is intended to compensate an Employee for wages lost as a result of a cancelled assignment. Assignments of alternate work will occur from those assignments which are required to be “re-booked” each day and will take priority for such re-booked hours;
- b) The Employer shall pay each Employee from the time the employee contacts the office, until the time the employee is instructed to leave the Client’s home, with a minimum of fifteen (15) minutes at the regular straight time rate while the Employer verifies the cancelled appointment (e.g., “not seen not found”)

and prior to scheduling alternative work. This time will be credited as part of the compensation for wages lost as a result of the cancelled assignment;

- c) Except as modified herein, all alternative work scheduled by the Employer is subject to the rights and benefits of Employees contained in the Collective Agreement including, but not limited to, all overtime and applicable premiums;
- d) If the hours of alternative work and the paid time noted in (b) above do not equal hours of the cancelled assignment, the Employer will pay the Employee the difference to a maximum of three (3) hours as per Article 20.01.



## **ARTICLE 21- HEALTH AND WELFARE BENEFITS**

### **1) Employee Assistance Program (EAP)**

All non-registered field Employees are eligible to use the Employer paid Employee Assistance Program

### **2) Employees working full time hours – Flex Benefit Group Insurance Program**

#### **General Information**

A mandatory Flex Benefit Plan is provided by the employer for all of the employees who are working full time hours and meet the enrollment and continuation criteria set out below. The Employers benefit administrator will keep an account for each employee called a Benefit Bank Account. This account will track the hours worked towards eligibility for group benefits. Each hour worked for the Employer will generate a deposit of one credit into the employees account. Once they have enough credits in the account, they will become eligible to join the group benefit plan. Each month that they are on the benefit plan the credits

required to provide one month of coverage will be deducted from their Benefit Bank Account.

This plan is designed to provide the employee greater security as it allows for fluctuations in hours worked that can be caused by several sources (i.e. loss of a client, vacation, and illnesses). By using this format the hope is to provide continuity of coverage.

Tier 1: Standard set of benefits - 100% paid by the Employer

Tier 2: Employee enhanced benefit plan – Partially paid by Employee (see rate chart)

Tier 3: Tier 2 with additional enhancements – Partially paid by Employee (see rate chart)

Employees will be automatically enrolled in Tier 1 with single coverage when eligible for benefits. In order to change their coverage they must return their Flex Benefit Election form within 31 days of the date they are eligible for coverage. If they do not return the form, and they are eligible for benefits, they are not able to change the coverage level until the next benefit election date.

## **Eligibility**

Once the Employee has accumulated a least 480 total credits within 3 consecutive months, they will become eligible for benefits effective the first day of the second month following their eligibility. Please see the example below. It shows the accumulated credits for the three month period January to March. (The next period to be reviewed would be February, March and April.) If the employee does not qualify for benefits during the period being reviewed, the credits from the first month of that period are dropped.

Example:

# of Hours Worked	Period Worked			Total Credits	Benefits Effective
	January	February	March		
	150	175	160		
				485	May 1

A letter, along with an enrolment form and benefit booklet would be sent to all eligible employees in mid-April notifying them that they will be eligible for benefits, and 130 credits would be withdrawn from the account effective May 1st.

If eligible, they will be added for basic life and accidental death and dismemberment coverage with single health, dental benefits. Once the enrolment form has been received by the benefit administrator, health and dental coverage will be changed to the requested coverage (Tier 2 or 3 and or family coverage or waived if applicable). Any Employee share of premiums will be deducted by payroll deduction.

***It is very important that the enrolment is returned as soon as possible. If the enrollment form is not received by the end of the month in which coverage is effective the insurance company will require medical confirmation of good health for the dependents before they can be added to your benefit plan and may decline them for all benefit coverage.***

## **Benefit Bank Account Maximum**

The maximum number of credits that can be contributed in any month to the benefit account is 175; any credits above the maximum are forfeited.

The maximum total balance in your Benefit Bank Account is 500 credits; any credits above that are forfeited.

## **How to Keep Your Coverage**

Each month, the Employee will receive a credit in in their Benefit Bank Account equal to the number of hours that they have worked. It “costs” 130 credits each month to keep the benefits regardless of extent of benefits. If the Employee’s account falls below 130 credits, the benefit administrator will send the Employee a notice of termination and benefits will cease until the employee re-qualifies for eligibility under the eligibility requirements. All credits (if any) in the bank will be forfeited.

Example: An employee had 190 credits in the bank March 31st. On April 1st 130 would be withdrawn for coverage, leaving 60 in the bank. The benefit

administrator would send a notice to the employee and benefits would cease April 30th. The employee would then have to re-satisfy the eligibility requirements.

Where an Employee has decreased hours due to circumstances beyond their control – (e.g. sudden loss of client) and has maintained their availability they may request in writing a one month extension of warning period through their Supervisor – Exceptions will be made on a case by case where it is determined by the Employer that the Employee made every effort to maintain the hours and the Employer was unable to find hours for the employee to work.

Minimum bank contribution is 65 credits per month – anyone, whether active on the plan or not and with fewer than 65 credits for a month will forfeit all credits attributable to that month.

### **Termination of Benefits**

Benefits will be terminated based on any of the contract provisions which are outlined in the group insurance benefit booklet or on the last day of the month in which the Employee has less than the credit

amount in their Benefits Bank Account required to provide one month of coverage, whichever is earlier.

### **Occupational Injury**

If the Employee is disabled as a result of an “on the job accident” and on WSIB benefits, the Employer will contribute up to 130 credits per month. Contributions from the Employer will be made until the Employee’s WSIB benefits cease or for a maximum of twelve months from the date of injury, whichever occurs first.

Please note that the Employee will be required to pay their portion of the group benefit premiums either via pre-authorized payment (PAP - employee authorizes payments to be deducted from their direct deposit or other bank account) or via post-dated cheques to the Employer. Failure to continue the Employee contributions will result in the benefit terminating.

The credits an Employee receives while on WSIB will count only toward extending their coverage if they are already on the benefit plan and cannot be used to become eligible if not already covered.

## **Not actively at Work Employees**

If the Employee is on an approved leave (vacation, maternity leave, paternity leave, sick leave or other approved leave of absence), the Employer will contribute up to 130 credits per month. Contributions from the Employer will be made until the end of the Employee's approval date or their return to active employment, or for a maximum of twelve months from the date last worked, whichever occurs first.

Please note that the Employee will be required to continue their portion of the contributions to the benefits via PAP or post-dated cheques to the Employer. Failure to continue the Employee portion of the contribution will result in the benefit terminating.

The credits the Employee receives will count only toward extending the duration of their coverage. The Employee cannot use them to become eligible if not already covered.



## **Employees in a closed benefit plan as of CBA ratification**

Employees under this CBA enrolled in one of the closed Preferred Health Care Services Group Benefit Plans Classes 16, and 18 at the time of ratification will continue on those plans unless they become ineligible. If an employee becomes ineligible and they will lose the ability to rejoin the grandfathered plan and would only become eligible for the general plan covered under the CBA.

TIERS	TIER 1	TIER 2	TIER 3
STATUS	Single or Family	Single or Family	Single or Family
<b>BENEFITS</b>			
<b>Member Basic Life/AD&amp;D</b>	Flat \$10,000	Flat \$25,000	Flat \$25,000
<b>Health Care</b>			
Deductible	\$25 Single/\$50 Family	No deductible	No deductible
Drug Card	Included	Included	Included
Prescription Drugs	50% co-pay with a \$5 dispensing fee cap	80% co-pay with a \$6 dispensing fee cap	90% co-pay with a \$6 dispensing fee cap
Smoking Cessation	No coverage	(80%) \$300 per lifetime	(90%) \$300 per lifetime
Fertility	No coverage	No coverage	No coverage
Hospital	No coverage	No coverage	Semi Private – 100%
Chronic Care	No coverage	No coverage	No coverage
Medical equipment	No coverage (items such as canes, crutches, diabetic supplies, catheters, wigs, splints)	Covered at 80%	Covered at 90%
Private Duty Nurse	No coverage	Covered at 80% up to \$5,000/calendar year (subject to overall health max)	Covered at 90% up to \$10,000/calendar year (subject to overall health max)
Accidental Dental	50% coverage	80% coverage	90% coverage
Orthopedic Shoes/Orthotic inserts	No coverage	Covered at 80% up to \$150 combined per year	Covered at 90% up to \$300 combined per year
Hearing aids	Covered at 50% up to \$300/3 years	Covered at 80% up to \$300/3 years	Covered at 90% up to \$300/3 years
Paramedical	Covered at 50% to a combined maximum of \$300 per year	Covered at 80% to a maximum of \$300 per year per practitioner	Covered at 90% to a maximum of \$400 per year per practitioner
Vision (eye exams included in maximum)	Covered at 100% up to \$180 per employee/24 months glasses & eye exams combined (employee only)	Covered at 100% up to \$180 per employee/24 months glasses & eye exams combined (employee only)	Covered at 100% up to \$180 per individual/24 months glasses & eye exams combined (employee only)
<b>Annual Extended Health Care maximum per individual</b>	\$2,500 per calendar year	\$5,000 per calendar year	\$10,000 per calendar year
Out-of-Province	No coverage	No coverage	No coverage
<b>Dental Benefits</b>			
Annual Deductible	\$25 Single/\$50 Family	No deductible	No deductible
Basic Services	50% coverage	80% coverage	90% coverage
Major Services	No coverage	No coverage	50% coverage
Orthodontics	No coverage	No Coverage	No Coverage
Maximums	\$250 per year	\$750 per year	Combined \$1,500 per year
Fee Guide	Current less 1 year fee guide	Current fee guide	Current fee guide
<b>Bi Weekly Cost per employee (including tax)</b>			
Single	\$0 paid by employee	Employee pays \$21.48* biweekly	Employee pays \$33.66* biweekly
Family	\$0 paid by employee	Employee pays \$52.22* biweekly	Employee pays \$82.83* biweekly
* Rates are updated on July 1 <sup>st</sup> of each year and based on 3 <sup>rd</sup> party benefit supplier rate adjustments. Rates shown are for period starting July 1, 2023			
Full details on benefit eligibility, restrictions, changes, etc. available from Human Resources or Benefit Administrator			

## **Benefit Plan Administrator:**

AGA Benefit Solutions

301E-675 Cochrane Dr.

Markham, ON L3R 0B8

Tel: (905) 477-7088

Toll Free 1-800-218-7018

Fax: (905) 477-2249

Email: [Spectrumhealthcare@jdbenefits.com](mailto:Spectrumhealthcare@jdbenefits.com)

## **ARTICLE 22- UNIFORM ALLOWANCE**

The Employer will provide 2 blue smocks at the time of hire and ensure all current employees at the time this agreement starts have been provided with 2 smocks if not already provided to them. Employees may purchase additional smocks if desired. A blue company smock is the required uniform of the Employer. Employees agree to adhere to the Employers dress code policy as set out by the employer that is subject to change from time to time. As an example, the dress code prohibits employees wearing halter tops, low-cut tops, tights, blue jeans, no

words/decals on shirts/pants unless it is the Employers logo, etc. Refer to the dress code policy for full details. It is incumbent on the Employee to ensure a neat and tidy professional appearance in the work environment is always maintained.

## **ARTICLE 23- MISCELLANEOUS**

- 23.01** Personnel File – An Employee shall have the right to review their personnel file in the presence of a supervisor following reasonable verbal notice to the Employee's immediate Supervisor. An Employee may, at their request, have a Steward present as the employee reviews their personnel file.
- 23.02** It shall be the responsibility of each Employee to notify the Employer of any changes of name, address and telephone number.
- 23.03** The Employer agrees that time spent by members of the negotiating committee shall be

considered time worked and paid at their straight time wage, up to the point of a request for conciliation.

- 23.04** The cost of printing of Collective Agreements for employees shall be borne by the Employer and the Union shall facilitate the printing and distribution of the Collective Agreements
- 23.05** The Employer agrees to meet with the Union and to discuss Employee's training once the regulatory bodies announce replacement training programs and the funding models related thereto.
- 23.06** The Employer will provide the Union access to a bulletin board, it being understood that any posting on the board must be appropriate.
- 23.07** T2200 - The Employer will provide all Employees with T2200 forms filled out annually at the time of issuance of the T4 slip or as allowed by the Canada Revenue Agency.

## **23.08 Technological Change**

Employees are expected to adopt and use new technologies implemented by the employer. In the event of implementation of newer and advanced technology, the employer will make reasonable efforts to meet with the Union at least three (3) months in advance to discuss the following:

(a) The effect upon the members of the bargaining unit.

(b) The training and instruction of bargaining unit members necessary to perform the work.

(c) The classifications necessary to cover the work required.

The Company shall provide the Union with full information regarding the proposed technological change.

## **ARTICLE 24- DURATION OF AGREEMENT**

**24.01** This Agreement shall be effective from October 9, 2023 to October 8, 2028 (5 years) and shall continue in effect from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of this Agreement of its desire to terminate or amend this Agreement.

# SCHEDULE "A" WAGE GRID

Personal Support Worker (PSW) Field Employees Base Wage Grid

Pay Category	Description	Pre-Ratification Regular Rate including \$3 Permanent Government HCCSS Wage Enhancement (2)	Effective October 9, 2023 (1)	Effective October 9, 2024	Effective October 9, 2025	Effective October 9, 2026 *	Effective October 9, 2027
<b>Personal Support Worker (PSW) HCCSS Services</b>							
Level 1	0 - 420	\$ 20.80	\$ 21.42	\$ 21.84	\$ 22.26	\$ 22.55	\$ 22.84
Level 2	421 - 4,400	\$ 21.40	\$ 22.04	\$ 22.47	\$ 22.91	\$ 23.21	\$ 23.51
Level 3	4,401 - 10,000	\$ 21.55	\$ 22.20	\$ 22.63	\$ 23.07	\$ 23.37	\$ 23.68
Level 4	10,001 - 20,000	\$ 21.70	\$ 22.35	\$ 22.79	\$ 23.24	\$ 23.54	\$ 23.85
Level 5	> 20,000	\$ 22.00	\$ 22.67	\$ 23.11	\$ 23.56	\$ 23.87	\$ 24.18
<b>Premium Rates (Hourly/Visit) as per Employer Policy (Rates may be adjusted by Employer as required with 30 days advance notice)</b>							
	Premium Weekend PSW (Government Hourly)	N/A	\$ 1.00				
	Rural Travel Premium PSW (Government per Visit)	N/A	\$ 3.00				

## Travel Allowance as per Employer Policy

% Increase towards Base Wages (Aggregate)	3.5%	2.25%	2.25%	2.25%	1.5%	1.5%
% Increase to Pension	1.0%	1.0%	1.0%	1.0%	0.5%	0.5%
<b>Total % Increase</b>	<b>4.5%</b>	<b>2.25%</b>	<b>2.25%</b>	<b>2.25%</b>	<b>2.0%</b>	<b>2.0%</b>

(1) In addition to the Base Wage and Pension Increase effective October 9, 2023 there will be a 1x lumpsum retroactive inflation top-up payment of \$1.00 to wages and \$0.45 to pension for all service hours / visits worked between April 3, 2023 and October 1, 2023. Lumpsum payment is payable by November 24, 2023, and employee must be employed by the company as of the date of payment. New Premium changes will become effective October 16, 2023.

(2) Wage rates shown include a \$3.00 per hour Permanent HCCSS Government PSW Wage Enhancement for funded eligible personal support services as part of an Ontario Health Home and Community Care Program. Base wage used for wage increases excludes the \$3.00 in all years.

\* If Statistics Canada - Annual Canada Consumer Price Index (CPI, all items) growth is > 2.75% for the period ending August 2026, Agreement to Base Wage Re-opener for Year 4, with floor being the rates shown.



1. Wages for non- HCCSS (Home and Community Care Support Services) funded services to be set by Employer
2. The Employer agrees to review annually all incremental funding received from the Ministry of Health directed specifically toward Personal Support Services and may increase payroll or benefits at its sole discretion by a maximum of 2% of the aggregate annual PSW payroll in any one year inclusive of the CBA ratified funding increase in that year.

## **SCHEDULE “B” STANDARD PENSION LANGUAGE**

### **STANDARD LANGUAGE FOR COLLECTIVE AGREEMENT**

The Union and the Company shall choose from the following options and indicate their agreement by checking the appropriate boxes:

- A. Commencing with the first day of October 9th, 2023, and for the duration of this Collective Agreement, the Company agrees to make payment

to the I.A.M. Labour-Management Pension Fund (Canada) ("the Pension Fund") for each employee performing work in a job classification covered by this Collective Agreement 2% of the employees wages, effective October 9<sup>th</sup> 2026 2.5% of employees' wages, and effective October 9<sup>th</sup> 2027 3% of the employee's wages.

1. For the purpose of this Article, employee wages shall be calculated on the basis of all hours, as well as, hours of paid holidays and other hours for which pay is received by the employee, in accordance with the Collective Agreement, shall be counted as wages for which contributions are payable.
2. Contributions for a new, temporary, probationary, part-time and full-time are payable from the first day of employment.

B. The Company and Union further agree as follows:

1. The payments to the Pension Fund shall be made to the I.A.M. Labour-Management pension Fund (Canada) which was established

in Canada under the Trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.

2. The Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of **applicable pension benefits legislation** and the *Income Tax Act* so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal income tax purposes.
3. All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.
4. If the Company shall fail to make its contributions to the Pension Fund by the fifteenth day of the following month and such default shall continue for thirty (30) working

days, the Company shall be liable for all expenses incurred in enforcing payment of the contributions, including reasonable attorney's fees and arbitration fees.

- C. The parties further acknowledge that no other agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada). Signed copies of any renewal or extension agreements will be promptly furnished to the Pension Fund office and if not consistent with this Agreement, can be used by the Trustees as a basis for termination of participation of the Company.
- D. It is understood and agreed by both parties that, upon making its contributions to the Pension Fund in accordance with this Collective Agreement and the Trust Agreement, the Company is relieved of any and all obligations in regard to the Pension Fund.

E. This obligation to contribute covers plants or terminals located at:

(Street Address) 2 Bloor St E #2400,

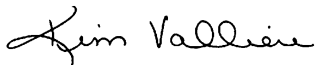
(City) Toronto

(Province) Ontario (Postal Code) M4W1A8

Dated this 9th day of October, 2023.

A handwritten signature in blue ink, appearing to read "John Ross".

Authorized Officer for the Company

A handwritten signature in black ink, appearing to read "Kim Valliere".

Authorized Officer for the Union

## **ADDENDUM “A”**

The parties agree for the purpose of Addendum “A” any reference in the Collective Agreement to supervisor shall be interpreted as Manager. Due to the nature of the visiting nursing model and hourly models both used by the Employer, for this Collective Agreement, the unit of visits will apply to visiting registered staff duties and the unit of hours will apply to hourly paid registered staff duties.

### **ARTICLE 7 – REPRESENTATION**

**Article 7.01** The Union shall be entitled to select up to one Steward (1) for every 25 employees or part thereof to a maximum of five (5) per branch that are post probationary employees to act as Stewards, one of which shall be the Chief Steward for each branch. It is expressly understood that the Employer shall not be required to deal with more than one (1) Steward at any given time.

**Article 7.07** All Employer/Employee Relations Committee meetings will be scheduled during the committee members' regularly assigned times.

Employees serving on the Employer/Employee Relations Committee shall be paid their normal rate for attendance at the meetings. The Union and the Employer agree agenda items shall be received prior to a meeting date.

## **ARTICLE 15 – HOLIDAYS**

**Article 15.04** If an Employee is required to work on any paid holiday, they shall be paid for the holiday in accordance with 15.03 (provided they otherwise qualify), and in addition will receive one and one-half (1 ½) times their per visit rate of pay for all visits on the holidays.

For all employees not on a per visit rate (Clinic, Flu Clinic, etc.) Addendum “A” does not apply

## **ARTICLE 17 – JOB POSTING**

**Article 17.01** Not applicable

**ARTICLE 18 – HOURS OF WORK (Article 18 of the primary agreement is fully replaced with Article 18 below for all Employees who fall under Appendix ‘A’)**

Preamble- This Article is intended to set out the process for scheduling of hours of work to Employees and shall not be construed as a guarantee of hours (or visits) per day or per week or a guarantee of days of work per week.

**18.01** An Employee is to provide the days and hours of availability at the start of their employment. It is assumed the employee will be available for those days and hours given and are expected to work them if assigned.

**18.02** Part-time/casual nurses are to provide availability for the upcoming months on a monthly basis. Primary and Part-time/casual nurses are to maintain weekend availability within their schedules and rotations.

**18.03** The Employer shall continue with their past practice of scheduling of the Employee. The



Employer may adjust their scheduling from time to time with consultation of the Union.

**18.04** The following factors shall be considered in the scheduling patient care assignments and or hours of work

i) the Employee's availability to fulfill the assignment

ii) the skill's, ability and qualifications required to meet the patients needs

iii) continuity of care with the patient

- a) Employees shall be assigned cases on the basis of where the Employee meets the requirements of (i), (ii), (iii).
- b) The Employer shall attempt to assign new patients considering geographic locations in an effort to minimize excessive travel for employees. (this Article is not to be construed as a guarantee of scheduling of

new patients or a system to create an imbalance of work between employees)

- c) The Employee shall attempt to accept all new patients where they fit within the regular work period as set out in Article 18.01.

## **18.05 Weekend Scheduling**

Primary care visiting nursing and shift nursing will continue to work as historically scheduled including evening and weekend coverage unless adjusted as per Article 18.02. Part-time/casual visiting nurses who have historically provided weekend availability may not unilaterally alter this expectation by making themselves unavailable.

The Union and the Employer agree that the nature of home care services requires care of patients to be available seven days a week and the employer may ask employees who have not provided availability on evenings or weekends if they could make themselves available when

shortages of available staffing on evenings or weekends occur. Employees are urged to provide evening and weekend availability to the Employer to help meet the needs of staffing evening and weekend assignments.

**18.06** Where current patients visits are extended, such time will be offered, where available, to the Employee currently servicing the patient.

**18.07** Where the Employer is unable to schedule work assignment(s) with members of the Branch to meet its contractual obligations, the work assignment(s) will be offered to members of another Branch.

**18.08 Overtime**

- a) Due to the nature of the Nursing Primary Model and per visiting model of scheduling for visiting nursing, overtime is not applicable.
- b) For all other Employees, the overtime rate of one and one-half (1 ½) times an Employees' regular rate shall be applied on

all hours worked in excess of eighty eight (88) hours exclusive of breaks in a bi-weekly pay period for the duration of this agreement. The Union agrees that this is an agreement to provide for averaging across a two week period for the purposes of overtime calculation.

- c) The Parties agree that an Employee may by mutual agreement, be scheduled to work in excess of eighty eight (88) hours in a bi-weekly pay period subject to the provisions of this Article. The Union agrees this is an excess hour's agreement allowing for work up to 96 hours in a bi-weekly pay period.

### **18.08 Break Periods**

- c) Where an Employee is scheduled to work five (5) or more consecutive hours the Employee shall be entitled to a thirty (30) minute unpaid meal break. A further thirty (30) minute unpaid meal break shall be provided following a further five (5) consecutive worked hours. The foregoing

does not apply where an Employee is assigned to a case in excess of five (5) hours in duration where the Client is not to be left alone.

- d) Where an Employee is scheduled to work in excess of five (5) hours in duration where the Client is not to be left alone, the Employee shall take a thirty minute (30) paid lunch break at a time mutually agreed with their Supervisor which does not interfere with the Client's needs. When a Client requires service during the time that the Employee is on their lunch break, the Employee shall tend to the Client's needs and take the balance of their break at a later time.

**ARTICLE 20- REPORTING PAY (Article 20 of the primary agreement is fully replaced with Article 20 below for all Employees who fall under Appendix 'A')**

**20.01** In the event an Employee's assignment is cancelled after arrival at the Client's residence, due to an error on the part of the Employer, Client absence, or the Client's refusal to see the worker, the Employer shall pay the Employee the visit rate the Employee otherwise would have received had the Client been available. It is incumbent on the Employee to confirm visits with Clients in advance.

**20.02** Where a part-time casual visiting nurse is scheduled to work one or more visits the following daytime, the Employer will notify the Nurse by 4:00 p.m. the day before the scheduled visits if they are not required to attend work the next daytime period. If the Employer fails to notify the Employee of the cancellation by 4:00 p.m., the Employer will pay the Employee 4 (four) visits at the Employee's regular visit rate in lieu of the employee not being required to attend work. For part-time casual visiting nurses scheduled to work one or more visits in the evening, the Employer will notify the Nurse

by 12:00 p.m. the day of the scheduled visits if they are not required to attend work for that evening period. If the Employer fails to notify the Employee of the cancellation by 12:00 p.m., the Employer and will pay the Employee 4 (four) visits at the Employee's regular visit rate in lieu of the employee not being required to attend work.

**ARTICLE 21 – HEALTH AND WELFARE BENEFITS (Article 21 of the primary agreement is fully replaced with Article 20 below for all Employees who fall under Appendix 'A')**

**1) Employee Assistance Program (EAP)**

All registered field Employees are eligible to use the Employer paid Employee Assistance Program

**2) Employees working equivalent to full time hours –Benefit Group Insurance Program**

## **General Information**

A mandatory Benefit Plan is provided by the employer for all of the employees who are working equivalent to full time hours and meet the enrollment and continuation criteria set out below. The Employers benefit administrator will keep an account for each employee called a Benefit Bank Account (BBA). This account will track the number of visits or hours if working on an hourly basis, you work towards eligibility for group benefits. Each visit or hour that you work for Spectrum Health Care will generate a deposit of one credit into the account. Once you have enough credits in the account, you will become eligible to join the group benefit plan. *(For clarity one credit is earned for either a paid visit or a paid hour, however does not represent that one visit is equal to one hour due to the nature of the visiting nursing model).*

Each month that you are on the benefit plan the credits required to provide one month of coverage will be deducted from your BBA.

This plan design will provide you with greater security as it allows for fluctuations in the number of visits worked that can be caused by several sources (i.e. loss



of a client, vacation, illness). By using this format we hope to increase your understanding of the benefits program and provide continuity of coverage for our committed staff.

Employees who can verify that they have coverage through another Benefit Group Insurance Program (i.e. spousal) will not be required to participate in the Benefit Group Insurance Program as long as they maintain their coverage. If their alternative coverage ceases, they must notify the Employer and will be required to enroll in the Employers Benefit Group Insurance Program.

## **Eligibility**

Members will become eligible for benefits on the first day of the second month following the period in which they have completed 3 months of employment with at least 390 total credits for the 3 consecutive months. During the qualifying period if the employee does not qualify the credits from the oldest period are forfeited.

Example:

# of visits / hours Worked	Period Worked			Total Credits	Benefits Effective
	January	February	March		
	130	135	130	395	May 1

A letter, along with an enrolment form and a benefit booklet would be sent to the employee in mid-April notifying them that they will be eligible for benefits, and 90 credits would be withdrawn from the account effective May 1st.

The employee will be added for basic life, accidental death and dismemberment and long-term disability coverage with single health, dental benefits. Once the enrolment form is received health and dental coverage will be changed to family coverage or waived if applicable. It is very important that the enrolment is returned as soon as possible. If the enrolment form is not received by the end of the month in which coverage

is effective the insurance company will require medical confirmation of good health for the dependents before they can be added to your benefit plan and may decline them for all benefit coverage.

### **Benefit Bank Account Maximum**

The maximum number of credits that can be contributed in any month to the benefit account is 175; any credits above the maximum are forfeited.

The total balance in your BBA may never exceed 400 credits; any credits above the maximum are forfeited.

### **How to Keep Your Coverage**

Each month you will receive a credit in your BBA equal to the number of visits that you have worked. It “costs” you 90 credits each month to keep your benefits. If your account falls below 90 credits, the Benefits Administrator will send you a notice of termination and benefits will cease until you re-qualify under the eligibility requirements. All credits (if any) in the bank will be forfeited.

Example: An employee had 150 credits in the bank March 31st. On April 1st 90 would be withdrawn for coverage, leaving 60 in the bank (assuming that no visits were worked in March). Benefits Administrator would send a notice the employee and benefits would cease April 30th. The employee would then have to re-satisfy the eligibility requirements before they could become eligible for benefits again.

Minimum bank contribution is 65 credits per month – anyone, whether active on the plan or not, with fewer than 65 credits for a month will forfeit all credits attributable to that pay period.

### **Termination of benefits**

Benefits will be terminated based on any of the contract provisions which are outlined in your group insurance benefit booklet or on the last day of the month in which you have less than the credit amount in you BBA required to provide one month of coverage, whichever is earlier.

## **Occupational Injury**

If you are disabled as a result of an “on the job accident” and are accepted by your local workers compensation board for benefits, Spectrum Health Care will contribute 90 credits per month to your BBA. Contributions from Spectrum Health Care will be made until your workers compensation benefits cease or for a maximum of twelve months from the date of injury, whichever occurs first.

Please note that you will be required to continue your portion of the contributions to the benefits via post-dated cheques to Spectrum Health Care. Failure to continue your contributions will result in the benefit terminating.

The credits you receive while on WSIB will count only toward extending your coverage if you are already on the benefit plan and cannot be used to become eligible if you aren't already covered.

## **Not Actively at Work Employees**

If you are on an approved leave (maternity leave, paternity leave, sick leave or other approved leave of absence), Spectrum Health Care will contribute 90 credits per month. Contributions from Spectrum Health Care will be made until the end of your approval date or your return to active employment, or for a maximum of twelve months from the date last worked, whichever occurs first.

Please note that you will be required to continue your portion of the contributions to the benefit via post-dated cheques to Spectrum Health Care. Failure to continue your contributions will result in the benefit terminating.

The credits you receive will count only toward extending your coverage. You can't use them to become eligible if you aren't already covered.

## **Employees in a closed benefit plan as of CBA ratification**

Employees under this CBA enrolled in one of the closed Preferred Health Care Services Group Benefit Plans Classes 16, or 18, at the time of ratification will continue on those plans unless they become ineligible. If an employee becomes ineligible and they will lose the ability to rejoin the grandfathered plan and would only become eligible for the general plan covered under the CBA.

### **Coverage Information**

#### ***Basic Life Insurance & Accidental Death & Dismemberment***

- **Schedule:** Flat \$25,000, reduces by 50% at age 65
- **Termination:** Age 70 or Retirement

#### ***Long Term Disability***

- **Schedule:** 66.7% of your first \$2,500 of monthly earnings, plus 50% of the balance up to a maximum of \$5,000.
- **Qualifying Period:** 119 days
- **Maximum Benefit:** to age 65

### ***LifeWorks Employee Assistance Program***

- 24/7 telephone access to bilingual expert counsellors through a toll-free line
- In-person counselling during the day, evening and on weekends
- Telephonic counselling sessions with master's-level counsellors
- Online assistance and referrals to a network of community resources

### ***Extended Health***

- **Termination Age:** Age 70 or Retirement
- **Survivor Benefit:** Yes, 24 months
- **Coinsurance:** 80%
- **Deductible:** Nil
- **\$7,500 combined maximum per person per calendar year**



## ***Prescription Drugs- Pay Direct Drug Card***

- **Smoking Cessation:** \$300 Lifetime Maximum

## ***Major Medical***

- **Private Duty Nursing:** covered up to Major Medical maximum
- **Paramedical Practitioners:** Annual Maximum \$300 per calendar year per practitioner
- **Includes:** physiotherapist, registered massage therapist, psychologist, speech therapist, chiropractor (no coverage for first 15 visits), osteopath, naturopath, podiatrist, chiropodist, and acupuncturist. Where applicable, annual provincial plan maximum must be reached before expenses are eligible.
- **Ambulance:** Yes, air/ground
- **Orthopedic shoes:** Yes, \$150 per calendar year
- **Orthotics:** Must be custom made - \$400 every 3 years
- **Hearing Aids:** \$500 every 3 years
- **Also Includes:** trusses/crutches, casts, braces, artificial limbs/prosthetic appliances, oxygen, diagnostic lab/x-rays, rental or purchase of durable equipment (subject to pre-approval), wheelchairs, walkers, hospital beds, traction

## ***Hospital*** No Coverage

## ***Vision Care***

A maximum of \$180 every 24 months eye exams, glasses and contact lenses (Coverage is for employees only, dependent expenses will not be covered)

## ***Dental Care***

- **Deductible:** Nil
- **Fee Guide:** Current Provincial Fee Guide
- **Co-Insurance:** 80% for Basic/Preventative services
- **Recall:** 1 every 6months
- **Pit/Fissure Sealants:** Yes, under 19 years of age
- **Scaling/Polishing:** 1 unit of each every 6 months
- **Annual Maximum:** \$750 per calendar year per person
- **Termination Age:** Age 70 or earlier retirement
- **Survivor Benefit:** Yes, 24 months

## ***Bi Weekly Cost per employee (including tax)***

- The Employer pays 50% of the cost of the benefit coverage and the Employee is responsible for 50%.
- Rates are updated on July 1st of each year and based on 3rd party benefit supplier rate adjustments. Rates shown are for period starting July 1, 2023.
- In addition, the Employee pays the full cost of the LTD benefit so that this benefit is non-taxable to them if they become disabled. The cost of this benefit will depend on the Employee income.
- Full details on benefit eligibility, restrictions, changes, etc. available from Human Resources or Benefit Administrator.

The current cost of the coverage is as follows:

- Life, AD&D and Single Health and Dental - Employee pays \$19.21 biweekly
- Life, AD&D and Family Health and Dental - Employee pays \$46.87 biweekly
- Life, AD&D, No Health and Dental - Employee pays \$0.91 biweekly

***IMPORTANT: The above summary is meant to provide information about the Eligible Registered Employees Group Insurance Plan. The Master Policy itself determines the benefits, amounts and effective dates that apply to the Employee, rates and changes to the plan.***

## **ARTICLE 22 – UNIFORMS**

**22.01** The Employer will provide 2 shirts at the time of hire and ensure all current employees have been provided with 2 shirts if not already provided to them. Employees may purchase additional shirts if desired. A white or black shirt with the Spectrum logo is the required shirt type of the Employer. Employees agree to adhere to the Employers dress code policy as set out by the Employer that is subject to change from time to time. As an example the dress code prohibits wearing tights, blue jeans, no words/decals on shirts/pants unless it is the Employers logo, etc. Refer to the dress code policy for full details. It is incumbent on the Employee to ensure a neat and tidy professional appearance in the work environment is always maintained. In the event an employee feels there is a

safety concern by wearing a shirt with the Employers logo which could create a risk of identification of profession, they shall be permitted to wear an alternative shirt without the logo providing it adheres to the Employers dress code.

## **ARTICLE 23 – MISCELLANEOUS**

**Article 23.08** Where a Nurse has assumed a Preceptor role, they shall be paid a two (2) visit premium for a shift less than four (4) hours and a four (4) visit premium for a shift greater than four (4) hours.

## **ARTICLE 24 – DURATION OF AGREEMENT**

**Article 24.01** This Agreement and Addendum “A” shall be effective from October 09, 2023 to October 08, 2028 (5 years) and shall continue in effect from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of this Agreement and Addendum “A” of its desire to terminate or amend this Agreement.

**The following Articles do not pertain to individuals  
covered under ADDENDUM "A"**

**11.04, 17.01**

# SCHEDULE "C" - WAGE GRID

## Registered Field Employees Base Wage Grid

Pay Category	Description	Pre-Ratification Regular Rate	Effective October 9, 2023 (1)	Effective October 9, 2024	Effective October 9, 2025	Effective October 9, 2026 *	Effective October 9, 2027
<b>RN - Government (Govt) Funded Registered Nurse Visit Rate (E.g. HCCSS)</b>							
RN Govt L3		\$ 24.72	\$ 25.59	\$ 26.16	\$ 26.75	\$ 27.15	\$ 27.56
RN Govt L4		\$ 25.75	\$ 26.65	\$ 27.25	\$ 27.86	\$ 28.28	\$ 28.71
RN Govt L5		\$ 26.93	\$ 27.88	\$ 28.50	\$ 29.15	\$ 29.58	\$ 30.03
RN Govt L6		\$ 27.69	\$ 28.66	\$ 29.30	\$ 29.96	\$ 30.41	\$ 30.86
RN Govt L7		\$ 28.44	\$ 29.43	\$ 30.10	\$ 30.77	\$ 31.23	\$ 31.70
RN Govt L8		\$ 29.19	\$ 30.21	\$ 30.89	\$ 31.59	\$ 32.06	\$ 32.54
RN Govt L9		\$ 30.47	\$ 31.54	\$ 32.25	\$ 32.97	\$ 33.47	\$ 33.97
RN Govt L10		\$ 31.65	\$ 32.75	\$ 33.49	\$ 34.24	\$ 34.76	\$ 35.28
RN Govt L11		\$ 32.72	\$ 33.86	\$ 34.62	\$ 35.40	\$ 35.93	\$ 36.47
RN Palliative Care (TC Program)		\$ 37.54	\$ 38.86	\$ 39.73	\$ 40.63	\$ 41.24	\$ 41.85
RN Govt Mental Health Care		\$ 37.54	\$ 38.86	\$ 39.73	\$ 40.63	\$ 41.24	\$ 41.85
<b>RPN - Government Funded Registered Practical Nurse Visit Rate (E.g. HCCSS)</b>							
RPN Govt L2		\$ 21.37	\$ 22.12	\$ 22.62	\$ 23.13	\$ 23.47	\$ 23.83
RPN Govt L3		\$ 22.35	\$ 23.13	\$ 23.65	\$ 24.19	\$ 24.55	\$ 24.92
RPN Govt L4		\$ 23.12	\$ 23.93	\$ 24.47	\$ 25.02	\$ 25.40	\$ 25.78
RPN Govt L5		\$ 24.10	\$ 24.95	\$ 25.51	\$ 26.08	\$ 26.47	\$ 26.87
RPN Govt L6		\$ 24.95	\$ 25.82	\$ 26.40	\$ 26.99	\$ 27.40	\$ 27.81
RPN Govt L7		\$ 25.75	\$ 26.65	\$ 27.25	\$ 27.86	\$ 28.28	\$ 28.71
RPN Govt L8		\$ 26.83	\$ 27.77	\$ 28.40	\$ 29.03	\$ 29.47	\$ 29.91
RPN Palliative Care (TC Program)		\$ 30.57	\$ 31.64	\$ 32.36	\$ 33.08	\$ 33.58	\$ 34.08
<b>PT - Government Funded Physiotherapy Hourly Rate (E.g. HCCSS)</b>							
PT Govt		\$ 48.28	\$ 49.97	\$ 51.09	\$ 52.24	\$ 53.03	\$ 53.82
PT Assistant Govt L1		\$ 18.50	\$ 19.15	\$ 19.58	\$ 20.02	\$ 20.32	\$ 20.62
PT Assistant Govt L2		\$ 19.50	\$ 20.18	\$ 20.64	\$ 21.10	\$ 21.42	\$ 21.74
<b>Registered Nursing Specialist Visit/Hourly Rate (Govt and Private) - (Levels based on Qualifications)</b>							
NSWOC RN L1		\$ 42.91	\$ 44.41	\$ 45.41	\$ 46.44	\$ 47.13	\$ 47.84
NSWOC RN L2		\$ 46.28	\$ 49.97	\$ 51.09	\$ 52.24	\$ 53.03	\$ 53.82
NSWOC RN L3		\$ 53.64	\$ 55.52	\$ 56.76	\$ 58.04	\$ 58.91	\$ 59.80
NSWOC RN L4		\$ 59.01	\$ 61.07	\$ 62.45	\$ 63.85	\$ 64.81	\$ 65.78
NSWOC RN L5		\$ 64.36	\$ 66.62	\$ 68.11	\$ 69.65	\$ 70.69	\$ 71.75
NSWOC RN L6		\$ 69.73	\$ 72.17	\$ 73.80	\$ 75.46	\$ 76.59	\$ 77.74
<b>RN - Government Funded Registered Nurse Clinic Hourly Rate (E.g. HCCSS)</b>							
RN Clinic Govt L1		\$ 34.33	\$ 35.53	\$ 36.33	\$ 37.15	\$ 37.71	\$ 38.27
RN Clinic Govt L2		\$ 36.47	\$ 37.75	\$ 38.60	\$ 39.47	\$ 40.06	\$ 40.66
RN Clinic Govt L3		\$ 38.63	\$ 39.98	\$ 40.88	\$ 41.80	\$ 42.42	\$ 43.06
RN Clinic Govt L4		\$ 40.76	\$ 42.19	\$ 43.13	\$ 44.11	\$ 44.77	\$ 45.44
<b>RPN - Government Funded Registered Practical Nurse Clinic Hourly Rate (E.g. HCCSS)</b>							
RPN Clinic Govt L1		\$ 27.30	\$ 28.25	\$ 28.89	\$ 29.54	\$ 29.98	\$ 30.43
RPN Clinic Govt L2		\$ 28.12	\$ 29.10	\$ 29.76	\$ 30.43	\$ 30.88	\$ 31.35
RPN Clinic Govt L3		\$ 28.97	\$ 29.99	\$ 30.66	\$ 31.35	\$ 31.82	\$ 32.30
RPN Clinic Govt L4		\$ 30.03	\$ 31.09	\$ 31.79	\$ 32.50	\$ 32.99	\$ 33.48
RPN Clinic Govt L5		\$ 31.10	\$ 32.19	\$ 32.92	\$ 33.66	\$ 34.16	\$ 34.68
<b>Other Visit and Hourly Rates</b>							
RN Private Regular Care		\$ 35.54	\$ 36.78	\$ 37.61	\$ 38.45	\$ 39.03	\$ 39.61
RPN Private Regular Care		\$ 30.90	\$ 31.98	\$ 32.70	\$ 33.44	\$ 33.94	\$ 34.45
RN/RPN Private Clinic		\$ 35.54	\$ 36.78	\$ 37.61	\$ 38.45	\$ 39.03	\$ 39.61
RN/RPN Footcare		\$ 35.54	\$ 36.78	\$ 37.61	\$ 38.45	\$ 39.03	\$ 39.61
<b>Orientation Training Hourly Rates (Rates may be adjusted by Employer as required)</b>							
Orientation Training PTA	Current Primary Wage will be used for Orientation wage						
Orientation Training RPN							
Orientation Training RN							
<b>On-Call Rate (fixed rate for 8 hours)</b>							
On-Call Weekday Rate - Field		\$ 171.60	\$ 177.61	\$ 181.60	\$ 185.69	\$ 188.47	\$ 191.30
On-Call Weekend Rate - Field		\$ 171.60	\$ 177.61	\$ 181.60	\$ 185.69	\$ 188.47	\$ 191.30
<b>Premium Rates (Hourly/Visit) as per Employer Policy (Rates may be adjusted by Employer as required with 30 days advance notice)</b>							
Premium Weekday Evening/Night RN/RPN		\$ 1.50	\$ 4.00				
Premium Weekend Day RN/RPN		\$ 1.00	\$ 2.00				
Premium Weekend Evening/Night RN/RPN		\$ 2.00	\$ 6.00				
Premium Weekend RN/RPN Govt CLINIC (Hourly)		N/A	\$ 2.00				
Rural Travel Premium RN/RPN (Govt per Visit)		N/A	\$ 3.00				
<b>Travel Allowance as per Employer Policy</b>							
Transportation NSG - Day (Govt Only)		\$ 3.55	\$ 3.55				
Transportation NSG - Evening (Govt Only)		\$ 4.75	\$ 4.75				
<b>% Increase towards Base Wages (Aggregate)</b>							
% Increase to Pension			3.5%	2.25%	2.25%	1.5%	1.5%
% Increase to Pension			1.0%			0.5%	0.5%
<b>Total % Increase</b>			<b>4.5%</b>	<b>2.25%</b>	<b>2.25%</b>	<b>2.0%</b>	<b>2.0%</b>

(1) In addition to the Base Wage and Pension Increase effective October 9, 2023 there will be a 1x lumpsum retroactive inflation top-up payment of \$1.00 to wages and \$0.45 to pension for all service hours / visits worked between April 3, 2023 and October 1, 2023. Lumpsum payment is payable by November 24, 2023, and employee must be employed by the company as of the date of payment. New Premium changes will become effective October 16, 2023.

\* If Statistics Canada - Annual Canada Consumer Price Index (CPI, all items) growth is > 2.75% for the period ending August 2026, Agreement to Base Wage Re-opener for Year 4, with floor being the rates shown.

The Employer agrees to review annually all incremental funding received from the Ministry of Health directed specifically toward those individuals covered under ADDENDUM “A” and may increase payroll or benefits at its sole discretion by a maximum of 2% of the aggregate annual payroll of those individuals covered under ADDENDUM “A” in any one year inclusive of the CBA ratified funding increase in that year.

Duly executed by the parties, this 9<sup>th</sup> day of  
October 2023

For the Union:

MERRY ST BERNARD  
Merry St Bernard

KIRANDEEP GREWAL  
Kirandeep Grewal

RAI SAGAR  
Rai Sagar

STEFANIA MARATTA  
Stefania Maratta



KIM VALLIERE

Kim Valliere

BEN OSAKUE

Ben Osakue

For the Employer:

SANDRA KETCHEN

Sandra Ketchen

JOHN ROSS

John Ross

# Calendar for Year 2023 (Canada)

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

# Calendar for Year 2024 (Canada)

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# Calendar for Year 2025 (Canada)

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# Calendar for Year 2026 (Canada)

January						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

# Calendar for Year 2027 (Canada)

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

# Calendar for Year 2028 (Canada)

January						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						





