

380 employees

Unit No. 33

SOURCE	union		
EFF.	99	01	01
TERM.	2002	12	31
No. OF EMPLOYEES	380		
NUMBER OF EMPLOYEES	LP		

COLLECTIVE AGREEMENT

BETWEEN

**CENTRAL HEALTH SERVICES
(Hereinafter referred to as the "Employer")**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(A.F.L., C.I.O, C.L.C.)
(Hereinafter referred to as the "Union")**

EXPIRY: DECEMBER 31, 2002

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	Re: Employment Standards Act Permits	

ARTICLE 1 - PURPOSE

1.01

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

1.02

The Union recognizes the obligation of the Employer to provide efficient service to the public pursuant to the relevant legislation and objectives of the Employer.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01

The Employer recognizes the Services Employees International Union, Local 204, affiliated with the S.E.I.U., A.F. of L., C.L.C. as the bargaining agent of all Health Care Aides employed by Central Health Services in the City of Toronto?save and except supervisors, persons above the rank of supervisor, office and clerical staff. and other registered and non registered staff.

2.02

The Employer shall on the date of hire, acquaint new employees with the fact that they are covered by a collective agreement and required to pay Union dues.

ARTICLE 3 - NO DISCRIMINATION

3.01

The parties agree that there shall be no discrimination, interference, restraint coercion or intimidation exercised or practiced upon any person employed by the Employer on account of membership or non-membership in any trade union or association or because of activity or non-activity in the union.

3.02

The union agrees that it will not conduct union business (other than that which is permitted in this Agreement) on the Employer's premises or at any location where the Employer's business is carried out or services provided, except specifically authorized in advance and in writing by the Employer.

3.03

The Employer also agrees to abide by the provisions of the *Ontario Human Rights Code*. R.S.O. 1990, C.H.19, as amended.

ARTICLE 4 - NO STRIKES AND NO LOCKOUTS

4.01

During the term of this Agreement neither the union nor any of its officers or officials nor any employee shall take part in or call or encourage any strike, sit-down, slow-down, suspension of work or any other collective action against the Employer. nor shall the Employer engage in any lock-out of the employees.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01

Except as modified by the express provisions of this Agreement, all rights, prerogatives and privileges are retained by the Employer and remain exclusively within the rights of the Employer without any limitation whatsoever. Without limiting the generality of the foregoing, the Employer's rights shall include:

The right to select, hire and direct the employees and the operations of the Employer; to transfer, classify, assign, re-assign, demote, promote, layoff, recall, suspend, terminate or otherwise discipline employees who have completed probation for just cause, and retire employees; to plan, direct, control, alter and change the scope of all of its operations;

The right to maintain order, discipline and efficiency; to make, alter and enforce reasonable rules and regulations and applicable to, and to be observed by, employees; to discipline and discharge employees, provided that a claim by a non-probationary employee that she has been suspended or discharged without just cause may be the subject of a grievance; and,

The right to determine the location and extent of operations and their commencement, expansion, curtailment and cessation; the direction of the working forces; the level and type of service to be provided; the content, evaluation and description of jobs; methods to be used to provide services, employee qualifications for employment and promotion, number of hours to be worked; number and classification of employees needed.

ARTICLE 6 – UNION SECURITY

6.01

For each employee, the Employer agrees that it will deduct from the wages of each bargaining unit employee a sum equal to the regular Union dues for each employee covered by this Agreement. Such deduction will commence the first full pay period following the date of ratification of this Agreement.

6.02

The Union shall inform the Employer of the amount to be deducted and will provide thirty (30) days written notice of any change to the dues structure.

6.03

Following the first remittance of Union dues as set out in Article 6.01 above, Union dues will be deducted from the employee's pay on the first pay period in each calendar month and the same shall be remitted by the Employer to the Secretary-Treasurer of the Union Local not later than the fifteenth (15th) day of each month following the month in which such deductions were made.

6.04

The Employer, when forwarding Union dues, will submit a list, indicating the names of those employees for whom deductions have been made as well as the names and dates of hire of those employees hired in the preceding month.

6.05

The Union agrees to indemnify and hold the Employer harmless with respect to all deductions made pursuant to this Article and with respect to any liability or claim made against the Employer by any employee(s) or any other person arising out of deductions made pursuant to this article.

6.06

The Employer shall indicate the amount of Union dues on the T4 slip of each employee.

ARTICLE 7 - RELATIONSHIP AND REPRESENTATION

7:01

The Employer will recognize five (5) non-probationary employees consisting of one (1) Chief Steward and (4) Stewards. Where a Union Committee is required under the Agreement a maximum of three (3) of the five (5) employees will form the Committee,

7:02

The Union shall provide the Employer with written notification of the names of all the Committee persons described in Article 7:01. The Employer will only recognize those persons described in Article 7:01 after being advised of the names in writing by the Union.

7:03

The Employer will recognize a Union Negotiating Committee comprised of a Union Representative and not more than three (3) non-probationary employees.

7:04

The Union acknowledges that the employee representatives on committees will continue to have the normal duties of their employment to perform. Employee representatives shall not leave their duties of their employment in order to attend the meetings of the committees without having previously obtained the permission of their supervisor. Employee representatives shall seek permission to attend committee meetings at least one (1) week in advance of the date of such meeting, whenever possible. Such permission shall not be

unreasonably withheld.

7:05

All correspondence between the parties concerning the Collective Agreement shall be between the Employer's Manager (or his/her designate) and the Union Representative (or her designate).

7:06

It is agreed that for all purposes under this Agreement. the Employer's place of business, and the Employer's offices or premises shall not include a client's premises.

7:07

The Employer agrees that there will be a Joint Health and Safety Committee that shall operate in accordance with the requirements of the *Ontario Occupational Health and Safety Act*.

7:08

If requested by the employee, a Steward may be present when a disciplinary penalty is to be imposed.

7:09

The parties and the employees agree to abide by the provisions of the *Workplace Health and Safety Act*, 1997, as amended.

ARTICLE 8 - SENIORITY

8:01

The initial seniority list shall be determined based on each employee's most recent date of hire. The seniority dates shall be converted to total hours of seniority on the basis of 1800 hours in respect of each year of employment since the last date of hire. Partial years of seniority shall be converted on a pro rata basis.

8:02

Once the initial seniority list is established, an employee's seniority shall be increased by the number of hours of paid employment which the employee has worked since the establishment of the seniority list.

8:03

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

Seniority shall be established for an employee following the successful completion of the

until after they have successfully completed the probation period.

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

8:04

After ratification, and by each January 30th and June 30th thereafter. a copy of the seniority list shall be posted in the Employer's office. A copy of the seniority list shall also be sent to the Union. Any errors on the seniority list must be brought to the Employer's attention within thirty (30) days after posting.

8:05

An employee shall lose all seniority and shall be deemed to have terminated her employment for any of the following reasons:

- (a) Resignation;
- (b) Discharge, and not reinstated through the grievance or arbitration procedure;
- (c) Retirement;
- (d) Absence from work for three (3) or more work days without providing the Employer with a satisfactory reason for the absence;
- (e) The employee is laid off for a period of eighteen (18) months;
- (f) Failure to return from layoff after being advised of recall pursuant to Article 11:05;
- (g) Use of a leave of absence for a purpose other than for which it was granted;
- (h) Where an employee has not accepted any work assignments when offered, for a period of three (3) months. unless a longer period of absence has been approved by the Employer.

8:06

An employee shall maintain but not accumulate seniority when she is absent from work for any of the following reasons:

- (a) Absence on layoff for a period of eighteen (18) months or less; or,
- (b) When the employee is absent on an approved leave of absence; or
- (c) Union leave of absence under Article 12:05 (b).

8:07

Seniority for the purposes of lay-off and recall, shall be retained and will accumulate when an employee is absent from work for any of the following reasons:

- (a) When absent on Pregnancy or Parental leave in accordance with the provisions of the

ARTICLE 9 - GRIEVANCE PROCEDURE

9:01

It is the mutual desire of the Parties that differences arising from the interpretation, application or administration of this Collective Agreement (including a difference relating to whether or not a matter is arbitrable) shall be dealt with according to the terms of this Complaint and Grievance Procedure.

9:02

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is generally understood that an employee has no grievance until she has first given the Employer an opportunity to adjust her complaint. If an employee has an unsettled complaint regarding the interpretation, application, administration or alleged violation of this Collective Agreement the employee will comply with the following complaint and grievance procedure:

Complaint

The employee will verbally refer the matter to his/her immediate supervisor within three (3) days after the circumstances giving rise to the complaint have occurred, or when it should have reasonably come to the attention of the employee. The employee may be accompanied by a Steward, if so requested. The supervisor shall render his/her decision in writing within ten (10) calendar days of the receipt of the complaint.

Step 1

Failing settlement at the Complaint Stage, the Steward and/or the employee shall submit a completed written grievance to her supervisor or his/her designate. within ten (10) calendar days following the supervisor's decision under the Complaint procedure above, The supervisor or his/her designate shall render his/her decision in writing to the Union Steward and the employee within ten (10) calendar days after presentation of the written grievance.

Step 2

Failing settlement at Step 1, a Union Representative may within ten (10) calendar days following the supervisor's decision in step 1 above, schedule a meeting with the Employer's Manager or his/her designate. The Union Steward and/or the employee may be present at such meeting. Upon completion of this meeting, the Branch Manager or his/her designate shall render his/her decision within ten (10) calendar days.

Failing settlement at Step 2, the grievance may be submitted to arbitration within fourteen (14) calendar days after the decision has been provided by the Employer's Manager or the designate as set out in Step 2 above.

9:03 – Group Grievance

Where a number of employees have similar grievances, they may present a group grievance within the same time limits prescribed for an individual grievance.

9:04

The grievors' names must be listed on or attached to the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance. The subject matter of a group grievance shall not form the basis of an individual grievance and vice-versa. If a group grievance could be filed, then it is agreed that individual grievances will not also be filed.

9:05 – Policy Grievance

The Union shall have the right to file a grievance based on a difference directly with the Employer arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. The Union may not file a grievance regarding any matter upon which an employee may personally grieve. The time limits in Articles 9:02 and 9:03 will apply to a Union grievance and such grievance must be in writing. Such grievance shall commence at Step 2.

9:06

An Employer grievance shall be commenced by presenting a written grievance to the Union. The time limits in Article 9:02 and 9:03 will apply. Such grievance shall commence at Step 3.

9:07 – Discharge or Discipline Grievances

It is agreed that the Union Representative or one of the persons identified in Article 7:01 will be notified as soon as possible of the dismissal of any employee in the bargaining unit.

9:08

After a written grievance has been initiated by the Union at Step 2, the Employer or its representative(s) will not enter into a discussion or negotiation with respect to the grievance either directly or indirectly with the grievor without the consent of the Union.

9:09

A written warning or other disciplinary letter shall be removed from an employee's record if the employee is free from any further written discipline for a period of eighteen (18) months from the date of the last discipline imposed by the Employer, unless the disciplinary letter is withdrawn through the grievance or arbitration procedure. Once removed from the employee's record, a disciplinary letter may not be relied upon in subsequent arbitration proceedings.

9:10

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

9:11

No adjustment or remedy granted under either the Grievance or Arbitration Procedure shall be made retroactive to a point prior to the incident giving rise to the grievance.

9:12

The time limits in the grievance procedure may be extended by mutual agreement of the parties.

ARTICLE 10 – ARBITRATION

10:01

When either party wishes to have a grievance referred to arbitration, it shall give written notice of such referral to the other party within the time limits set out in the Grievance Procedure, and at the same time appoint its nominee to the Arbitration Board. Within ten (10) calendar days the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Ministry of Labour shall have the power to effect the appointment upon the application of the party invoking the arbitration procedure. The two (2) nominees shall attempt to select, by agreement, the Chair of the Arbitration Board. Where the nominees cannot agree on the name of the Arbitrator, either party may request that the Ministry of Labour make the appointment.

10:02

The arbitrator hearing the grievance shall not have the power to add to, subtract from, modify or otherwise amend this Agreement in order to give any decision or award that is inconsistent with it.

10:03

The parties shall each pay their own costs of the arbitration and shall jointly share the costs of the arbitrator and the hearing.

10:04

The time limits which are set out in the grievance and arbitration procedures are mandatory. A failure to strictly observe the time limits therein shall render the grievance inarbitrable. The time limits in the arbitration procedure may be extended by mutual agreement of the parties.

10:05

The parties may by mutual agreement substitute a sole arbitrator for an arbitration board, If a sole arbitrator is utilized, the parties agree to share the cost of the sole arbitrator.

ARTICLE 11 – LAYOFF

11:01

In this agreement, a "layoff" shall mean the permanent reduction of the number of employees caused by the permanent cessation of a significant portion of the Employer's operation.

11:02

In the event that a permanent reduction of the number of employees is required, the Employer agrees that the most junior employee will be laid off first, provided that the employees who remain are available, qualified, have the skill and ability to perform the work available and the client(s) agree to be serviced by the remaining employees.

11:03

When recalling employees after layoff, those last to be laid off will be the first to be recalled provided that in each case, the employee is qualified and has the skill and ability to do the work available and the client(s) agree to be serviced by the returning employee(s).

11:04

The Employer will endeavour to provide the Union with thirty (30) days notice of any permanent layoff when it is possible to do so. The Employer shall provide the employees with notice of layoff in accordance with the *Employment Standards Act*. The Employer agrees to meet with the Union to discuss the reasons for the layoff.

11:05

Notice of recall shall be sent by registered mail to the employee's current address on file. The employee must respond in writing to the notice within forty-eight (48) hours of the receipt of such notice, of her intention to either accept or decline the offer of recall. In the event that she does not respond to the notice, she shall lose all seniority and shall be deemed to have resigned her employment as set out in Article 11.05.

11:06

Each employee shall promptly inform the Employer of any changes in their employment related information. The Employer shall be entitled to rely on the most recent address and telephone number furnished by the employee for all purposes.

11:07

When an employee suffers a reduction of more than fifty (50) percent of their normal level of weekly hours (as determined quarterly) and is not offered new work assignment in accordance with Article 13, the Employer shall issue a Record of Employment.

ARTICLE 12 – LEAVE OF ABSENCE

12:01

Except as specifically provided herein, during an authorized leave of absence, seniority shall not accumulate but shall be maintained.

12:02

The Employer will have the discretion to grant a leave of absence to an employee without pay provided only, that the Employer receives at least four (4) week's advance notice of the requested leave in writing, and provided that such leave may be arranged without undue inconvenience and disruption to the normal operations and services provided by the Employer to its clients. Such requests will not be unreasonably denied while having due regard for the Employer's operations. Applicants, when applying, must indicate the reason for the leave of absence, the date of departure and specify the date of return.

12:03

Pregnancy and Parental leave of absence shall be granted in accordance with the provisions of the *Employment Standards Act*.

12:04

Despite having accepted work assignments or indicating availability for offers of work, leave of absence for compassionate reasons shall be granted to an employee on the following basis:

Compassionate leave without pay will be granted up to a maximum of three (3) working days immediately following the death of a member of the employee's immediate family.

"Immediate family" means parent, child, brother, sister, spouse, grandparent, grandchild, mother-in-law, and father-in-law.

Where a seniority employee has already accepted and been scheduled for a client assignment(s) for the day of the funeral of an immediate family member, the seniority employee shall receive her regular hourly rate for that assignment(s) on that day.

12:05

- (a) The Employer shall grant leave of absence without pay to employees to attend Union conventions and/or educational sessions. No more than two (2) employees shall be absent at one time. Such leave must be applied for in writing at least two (2) weeks in advance of the convention or educational session as the case may be. The total of all leaves of absence for all employees shall not exceed twenty (20) working days per calendar year.
- (b) An employee elected for appointment to a paid, full time position within the Union

shall be granted an unpaid leave of absence for up to two (2) years,

- (c) Upon the Union's written request, the Employer shall continue the pay and benefits (if any) as referred to in this Collective Agreement. for the employees referred to in Article 12:05(a) above and the Union shall reimburse the Employer for the cost of the absent employee's wages and benefits.

12:06

Where an external source of funds is available for the training or education of employees, and the Employer is entitled to access those funds, the Employer agrees that eligible employees who successfully complete the training or education program shall be reimbursed for tuition expenses or time lost to the extent that the external source of funding allows.

12:07

If an employee is required to serve as a juror in any court of law or attend under subpoena as a witness in a court proceeding, the employee shall be granted a leave of absence without pay.

Where an employee is required by subpoena to attend a court of law or a coroner's inquest as a witness in connection with a case arising from the employee's duties with the Employer, the employee shall not lose pay as a result of not being able to attend any accepted and scheduled client assignments that day. This will be effected by the Employer paying such the employee the difference between her regular earnings and the payment received with the subpoena. The employee will sign over her subpoena fees to the Employer, and the Employer will pay the wages that would have been earned by the employee on that day but for the subpoena.

The employee shall notify the Employer immediately after receiving a subpoena. The employee will come to work during those regularly scheduled hours that she is not required to attend at court or an inquest where possible and reasonable to do so. The employee will provide the Employer with a signed document from the clerk of the court stating the days and times that the employee was in attendance. This provision shall not apply to grievance arbitration.

ARTICLE 13 - HOURS OF WORK

13:01

None of the provisions of this agreement may be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week

13:02

Employees are not regularly scheduled and may accept or refuse an offer of a work assignment.

13:03

A "work assignment" refers to the provision of service to a single client. The parties agree that the duration and intensity of a work assignment for a client may change during the course of that work assignment. Where such change increases the hours of service for that client, the additional hour(s) will first be offered to the employee who has accepted the client provided that any offer of such additional hours to such employee does not result in the payment of any overtime or in a violation of any other part of this Agreement.

13:04

A "new work assignment" refers to a work assignment for a single client which arises when the Employer is not currently serving that client and is asked to do so.

13:05

In offering "new work assignments", the Employer will consider the employees' availability as set out in Article 13:07, the skills required to meet the clients needs; circumstances in which a client is resuming the provision of services, and seniority. The new work assignment will be offered to the most senior employee once the criteria have been met and provided that the client will agree to the assignment. In accessing the availability of an employee. the Employer will consider the possibility of asking an existing client or new client if they are flexible regarding the timing of their service in order to improve the employee's availability.

13:06

The Employer will not be required to offer a work assignment to an employee which will result in the payment of overtime or where the client will not agree to the assignment.

13:07

Employees will be required to submit their availability in writing to the Employer upon hiring and on a bi-weekly basis thereafter. In submitting their availability employees shall declare their availability in terms of days of the week, hours of the day for which they are available to a maximum of forty (40) hours per week. Employees will also declare:

Geographic preferences

- ii) Types of cases preferred
- iii) Minimum notice requirements
- iv) Availability to be contacted

It will be the responsibility of the employee to notify the Employer should their availability change within the said bi-weekly period.

13:08

Subject to Article 13:06 above, once an employee has accepted a work assignment they will receive all hours associated with that work assignment unless there is a change in the clients condition requiring additional skills not possessed by the employee, the client or funding body requests a change of employee, or the employee requires a change,

13:09

- (a) Where the Employer is of the opinion that it needs to hire additional employees .in order to meet current or future demand. the Employer will first notify existing employees who have placed their name on an "Available" list, of this need. Existing employees whose names appear on the "Available" list will be given the opportunity to modify their availability in order to meet the changing demand as set out herein.
- (b) It is understood that employees who place their names on the "Available" list for the purposes of this Article 13.09, are employees who are ready, willing, able and immediately qualified to work additional shifts due to changing needs when required by the Employer as set out in this Article 13.09. Employees must indicate the shifts they are prepared and available to work. The Employer will not be obliged to contact employees regarding such available shifts if they have not placed their names on the "Available" list. Any employee on the list who refuses an offer of shifts without a reasonable explanation acceptable to the Employer, or who regularly refuses offers of shifts, may have her name removed from the list and the Employer will not be obliged to extend any further offers of hours or shifts that become available as set out in this article 13.09, at any other time to such employee. It is understood that the Employer will not offer available shifts or hours of work that become available as set out above, to employees where it would result in a conflict with any other term of this Agreement or, in the payment of overtime, or where the client will not agree to receive services from the employee on the list.

13:10

If an employee is absent for two (2) weeks or less, the employee will be offered the work assignments with the client(s) that she was seeing before she began her absence, provided that the client is still on the service, that the client's needs have not changed, and the client is in agreement with the employee resuming the work assignments that were available with that client prior to the absence. In the event that the employee loses hours under this article 13.10, the employee will be offered new work assignments. if available, in order to replace the lost hours.

13:11

If an employee is absent for greater than two (2) weeks, the Employer will endeavour to offer the work assignments with the client(s) that she was seeing before her absence began,

13:12

If an employee returning from absence is not offered the work assignments with the client(s) that she was seeing before she began her absence, she will be offered new work assignments in accordance with Article 13:05, sufficient to replace the volume of work lost, provided such work is available.

13:13

Where an accepted client leaves the service or becomes deceased and, as a result, an employee loses hours. then subject to the provisions of Article 13:05 (except seniority), that

employee will be offered new work assignments, if available, in order to replace lost hours,

13:14

If the Employer receives less than four (4) hours notice of a request to commence a "new work assignment" then the new work assignment may be offered to employees with availability. Within one (1) week of the commencement of the temporary work assignment or such shorter period as the Employer may determine to be necessary, the "new work assignment" will be offered in accordance with the provisions of Article 13:05.

13:15

When existing hours become available on a temporary basis due to changes in the availability of an employee, the Employer will endeavour to offer those hours based on its assessment of the criteria of availability, skills required to meet the client need, seniority and the agreement of the client to be serviced by the employee selected by the Employer,

ARTICLE 14 – GENERAL

14:01

Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun when the context requires. Whenever the singular form is used, it shall be deemed to include the plural and vice-versa, when the context so requires.

14:02

A copy of this Agreement in a mutually agreed upon form shall be issued to each employee who is now employed or becomes employed during the term of this Agreement. The cost of printing the Agreement shall be equally shared between the Employer and the Union,

14:03

Upon written request, an employee may review her personnel file in the presence of a member of management and if requested, a steward may also attend.

14:04

The Union shall be provided with use of an Employer billboard at 99 Avenue Road, Suite 707, Toronto, for the purpose of posting Union notices. Prior to posting, such notices must be approved by the Branch Manager or her designate. Such approval shall not be unreasonably withheld.

14.05

No employee will directly or indirectly solicit a client of the Employer or otherwise make any attempt to induce the client to terminate the services that are being provided by the Employer to the client, for any reason whatsoever. Such activity will be considered to be just cause for dismissal.. This article is deemed to be a specific penalty provision as referred to in the *Labour Relations Act*.

ARTICLE 15 - PUBLIC HOLIDAYS

15:01

Public holidays shall be provided to employees in accordance with the *Employment Standards Act*, R.S.O. 1990, cE.14 as amended.

15:02

An employee who performs work on any of the holidays set out below shall receive time and one-half (1 ½) of their applicable visit or hourly rate for all visits or hours worked on the holiday.

New Year's Day	Thanksgiving Day
Good Friday	Labour Day
Victoria Day	Christmas Day
Canada Day	December 26 th
Civic Holiday	

Employees are not entitled to receive holiday pay.

ARTICLE 16 - VACATIONS

16:01

The Employer will pay vacation pay in accordance with the terms of the *Employment Standards Act*, R.S.O. 1990, c.E 14. It is understood that vacation pay will be paid annually to employees on June 30th of each year.

ARTICLE 17 - WAGES

17:01

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

ARTICLE 18 - BENEFITS

18:01

The Employer agrees to contribute the Employer's portion of premiums for the benefits that are in existence as at the date of this Agreement for employees who have completed probation, and it is understood that the Employer's obligation pursuant to this Agreement is to contribute the specified amounts of the premium for such benefits. Employees will have their respective applicable share of the contribution to the cost of benefits deducted from their pay.

X

18.02

Any coverage pursuant to any of the benefits provided herein will be subject to the terms and conditions of the insurance carrier's policy or policies as the case may be, or the carrier's contract with the Employer.

18:03

Effective November 1, 1999, the Employer percentage contributions that are referred to in article 18.01 will be based upon the hours actually worked by an employee as at November 1, 1999 and will be as follows:

- (a) An employee who has completed probation and who has worked 1000 hours or less will be eligible to have the Employer contribute fifty percent (50%) of the premium and the employee will pay fifty percent of the premium (50%).
- (b) An employee who has actually worked more than 1000 hours will be eligible to have the Employer contribute 100% percent of the premium.

18.04

The benefit package shall not form part of this Agreement and shall not be the subject of either a grievance or arbitration under this Collective Agreement.

ARTICLE 19 - DURATION

19:01

This agreement shall be in effect until December 31, 2002 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

19:02

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

FOR THE UNION

FOR THE EMPLOYER

Malcolm [Signature]

[Signature]

"Schedule A"

Term of Collective Agreement - January 1, 1999 to December 31, 2002

RATES:

<u>Jan. 1/99</u>	<u>June 1/99</u>	<u>Jan. 1/00</u>	<u>June 1/00</u>	<u>Jan. 1/01</u>	<u>June 1/01</u>	<u>Jan. 1/02</u>	<u>June 1/02</u>
			<u>Private duty</u>				
\$8.40	\$8.50	\$8.65	\$8.75	\$8.90	\$9.00	\$9.15	\$9.25
			<u>Private duty (shared care)</u>				
\$8.90	\$9.00	\$9.15	\$9.25	\$9.40	\$9.50	\$9.65	\$9.75
			<u>Staffing relief</u>				
\$8.90	\$9.00	\$9.25	\$9.50	\$9.75	\$10.00	\$10.25	\$10.50

Special private duty assignments

The parties acknowledge that the Employer has established a special hourly rate of pay for employees who provide services at two locations which reflect the ability and willingness of clients in those locations to pay for services provided. The rates of pay at these special assignments only will be as follows:

\$7.60	\$7.70	\$7.85	\$7.95	\$8.10	\$8.20	\$8.35	\$8.45
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Government contracts and subsidized assignments

The parties acknowledge that with respect to government contracts, when the Employer obtains a government contract, the government prescribes the rate that may be charged to the client, and the rate of pay that must be paid to an employee of the Employer that is providing services pursuant to that government contract. Currently, the prescribed wage rate for government contracts is \$9.15 per hour. The Employer agrees to adjust the wage rate of bargaining unit employees to any new rate prescribed by the government in the event that a government contract of this kind prescribes a wage rate that is different from the current wage rate of \$9.15 per hour.

In the event that the Employer introduces work assignments to Health Care Aides, during the term of this collective agreement which assignments are otherwise subsidized by the government (other than what is referred to above), and in respect of which assignment rates of pay are not prescribed by the government, the rates of pay for these assignments will be negotiated with the Union. If the rate of pay for such assignments cannot be agreed upon, the matter may be referred to arbitration where the Board will consider the amount of the subsidy, the Employer's cost of providing the service, the other rates in the collective agreement and the market rates in the community for providing the subsidized service.

Benefits

All existing group benefits plus:

Nov. 1/99 Percentage of group benefits paid by the Company according to hours of service:

<u>Hours</u>	<u>Em'er</u>	<u>Em'ee</u>
to 1000	50%	50%
over 1000	100%	0

No Reduction in Benefits

It is understood that bargaining unit employees will not sustain a reduction in their current regular wages or employment benefits by reason of the negotiated wage rates and group benefits referred to herein or during the term of the collective agreement that is concluded between the parties.

Pay Equity

The parties agree that the rates of pay indicated herein also resolve any pay equity obligations that may exist under the *Pay Equity Act*, all of which obligations are fully and finally resolved.

LETTER OF UNDERSTANDING

BETWEEN

CENTRAL HEALTH SERVICES

(hereinafter referred to as the "Employer")

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(A.F.L., C.I.O, C.L.C.)**

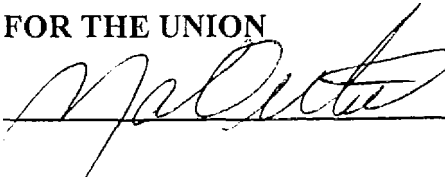
(hereinafter referred to as the "Union")

RE: Employment Standards Act Permits

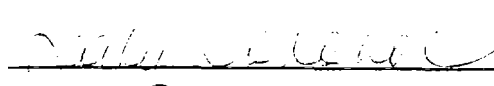
SEIU hereby agrees to the issuance of a permit(s) in accordance with the *Employment Standards Act* and the Regulations thereunder, which will allow CHS to schedule a regular day of work in excess of eight (8) hours but not in excess of twelve (12) hours, and a permit(s) which will allow CHS to use a bi-weekly period as the period in which the hours of work of an employee may be arranged for the purpose of determining the hours of work in each work week for the purposes of the *Employment Standards Act* and Regulations and the collective agreement.

DATED this 24 day of March, 2000.

FOR THE UNION



FOR THE EMPLOYER



AMENDING AGREEMENT

BETWEEN:

CENTRAL HEALTH SERVICES

("CHS")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION

("SEIU")

WHEREAS the parties are governed by a collective agreement that was ratified on July 5, 1999;

AND WHEREAS CHS provides its services and dispatches employees to a facility in Toronto that is located at 4251 Dundas Street West, Etobicoke, Ontario ("the Facility");

AND WHEREAS all employees who have been employed at the Facility by CHS and represented by SEIU have been known as Support Workers (as opposed to Health Care Aides) which term has included any and all employees in the Facility save and except for supervisors, persons above the rank of supervisor, office and clerical staff, and registered staff.

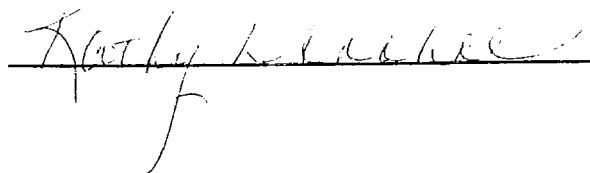
AND WHEREAS the parties are desirous of amending the collective agreement insofar as it applies to the Facility so as to accurately reflect SEIU's bargaining rights for all Support Workers who are employed by CHS in the Facility;

NOW THEREFORE the parties agree as follows:

1. The collective agreement as it relates to CHS employees in the Facility applies to all Support Workers in the Facility save and except for supervisors and persons above the rank of supervisor.
2. Effective immediately following the date of execution of this Amending Agreement, registered staff who may be employed by CHS in the Facility will be included in the subject bargaining unit. In the event such registered staff are hired by CHS and dispatched to the Facility, the parties will meet to negotiate the applicable rate of pay for such newly hired employees.

DATED this 24 day of March, 2000.

On Behalf of Central Health Services



On Behalf of Service Employees International
Union 204

