

COLLECTIVE AGREEMENT

BETWEEN:

**THE CANADIAN RED CROSS SOCIETY
ONTARIO ZONE**

(the "Society")

- and -

**SERVICE EMPLOYEES UNION,
LOCALS 204, 210, 268 AND 478**

Affiliated with S.E.I.U., A.F.L., C.I.O., C.L.C.

(the "Union")

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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 Society 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 Society.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Society recognizes the Union as the sole and exclusive bargaining agent for each of the following bargaining units:

- (a) All Homemakers of The Canadian Red Cross Society (Ontario Zone) at its Windsor Essex County Branch in the County of Essex, save and except supervisors, persons above the rank of supervisor, office and clerical employees and persons in bargaining units for which any trade union held bargaining rights as of August 2, 1994;
- (b) All employees of The Canadian Red Cross Society (Ontario Zone) in its City of Thunder Bay Branch Homemaker Service in the City of Thunder Bay, save and except supervisors, persons above the rank of supervisor, office and clerical staff and persons in bargaining units for which any trade union held bargaining rights as of October 24, 1996;
- (c) All employees of the Canadian Red Cross Society (Ontario Zone) in the Towns of Geraldton, Nakina, Longlac, Jellicoe and Caramat, save and except supervisors and persons above the rank of supervisor;
- (d) All employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the District of Thunder Bay, save and except supervisors, persons above the rank of supervisor, office and clerical staff and any employees for which a trade union held bargaining rights as of June 16, 1998, the date of filing of the Application;
- (e) All persons employed in the homemaker and attendant capacities of the Canadian Red Cross Society (Ontario Zone) in the City of Toronto in the Toronto Homemaker Service, save and except supervisors and persons above the rank of supervisor and office and clerical employees;
- (f) All employees of the Timmins & District Red Cross Homemaker Service in the District of Cochrane, save and except supervisors, persons above the rank of supervisors and office and clerical staff;
- (g) all employees employed by the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the City of Dryden and the towns of Vermilion Bay, Eagle River, Minnitaki, Oxdrift, Eton-Rugby, Wabigoon, Dinorwic, Borup's Corners, Dymont, Ignace, Sioux Lookout, Hudson, Silver

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Dollar, O'Brien's Landing, Red Lake Road, Quibell, Camp Robinson, Perrault Falls, Wabuskang, Gold Pines, Ear Falls, Starratt-Olsen, Madsen, Red Lake, Balmertown, Cochenour and MacKenzie Island, save and except supervisors, and persons above the rank of supervisor;

- (h) All employees of The Canadian Red Cross Society (Ontario Zone) in the District of Rainy River, save and except supervisors and persons above the rank of supervisor;
- (i) All employees of the North Bay Red Cross Homemakers Service, save and except supervisors, persons above the rank of supervisors and office and clerical 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 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine and vice versa, where the context so requires.

2.04 Excluded Persons

Anyone excluded from the bargaining unit(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.

2.05 "Homemaker" means an employee employed in the Homemaker classification and shall, be considered to include "Personal Support Workers (PSW)".

2.06 In those bargaining units hereinbefore defined where the Union holds bargaining rights for "all employees", should the Society create a new classification not specified in Schedule "A", the Society shall meet with the Union at least ten (10) calendar days prior to the implementation of the new classification to discuss the wage rate for the classification. Should the Union and the Society be unable to reach agreement on the wage rate for the new classification, either Party may refer only the issue of the wage rate for the classification to binding interest arbitration after the first meeting between the Parties. However, no referral to interest arbitration may be made more than fifteen (15) calendar days after the Society has implemented the new classification. This clause shall not operate so as to restrict the Society from implementing the new classification prior to the resolution of the wage rate issue at interest arbitration.

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 of members, because of an employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.

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3.02 The Union further agrees that they will not conduct Union business either on the premises of the Society or at such location where services are being provided by employees, except as specifically permitted by this Agreement or as specifically authorized in writing by the Society.

3.03 The Society, 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 Society 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, S.O. 1995, Chap.1*.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 It is recognized and agreed by both parties that the Society is a private organization dependant upon public and private funding and volunteer support. Nothing in this Agreement shall be intended or interpreted as limiting the ability of the Society to respond to the need of the community or the requirements of obtaining or continuing to obtain funding from various sources. The Union acknowledges and recognizes that all matters concerning the management of the Society's operations and the direction of the working force are fixed exclusively with the Society except as specifically limited by an express provision in this Agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Society to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, transfer, assign, lay-off, recall, promote, increase or decrease work assignments and determine standards of performance and work assignments;
- (c) discharge, suspend, demote or otherwise discipline employees in accordance with the terms of this collective agreement;
- (d) make, enforce, and alter from time to time reasonable rules and regulations governing the conduct of the employees and to be observed by the employees which are not inconsistent with the provisions of this Agreement;
- (e) generally to manage the services in which the Society is engaged or may become engaged and without in any way restricting the generality of the foregoing to determine the types of services to be provided and the programs required to carry out those services including the right to plan, direct and control services, facilities, programs, courses, procedures,

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methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs; and

- (9) to take all steps as may be deemed available by the Society to carry out the Society's mandate to provide quality services to the community and to obtain funding to provide such services.

5.02 The Society agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

6.01 The Society shall deduct an amount equivalent to regular monthly Union Dues for the term of this Agreement in accordance with the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union Dues. The Union from time to time shall notify the Society, in writing, to indicate the current amount of such Union Dues.
- (b) Union Dues will be deducted from the employees' pay each pay period. The Society shall remit those dues deducted in a month not later than the last day of the month in which the deductions were made. For example, where employees are paid on October 15, 1999 for work between September 15 to September 30, 1999 and are paid on October 31 for work performed between October 1 to October 15, 1999, the Society shall make deductions from employees pay on October 15 and 31 and shall remit such dues by October 31, 1999. The Society agrees to include on employees' T-4 slips the annual amount of Union dues deducted from the employees' pay by the Society and remitted to the Union.
- (c) The Society agrees to forward, by the last day of the month following the month in which deductions are made, a list showing the names of employees on whose behalf such deductions have been made, their Social Insurance Number and the amount of the dues remitted on behalf of each of the employees for whom deductions have been made. The Society shall also list those persons who have terminated their employment during the month. The Society will include the address of new employees when they are placed on the check-off list for the first time. Further, the Society shall list employees for whom no deductions were made.

6.02 In consideration of the deducting and forwarding of Union Dues by the Society, the Union agrees to indemnify and save harmless the Society against any claims or liability arising or resulting from the operation of this Article.

6.03 Upon agreement of the Parties, the Society may hire temporary employees for the purpose of covering the schedule of Homemakers who are absent from work on an approved leave

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of absence or vacation under the collective agreement. Such temporary employees shall be treated as probationary employees for the purposes of this collective agreement and shall be terminated from employment at the conclusion of such temporary assignments. The above-noted termination shall not be subject to the grievance or arbitration procedures and is not a difference between the Parties. Where a Homemaker is absent on an approved leave of absence or vacation leave under the collective agreement, the Society may assign the absent Homemaker's entire schedule to a temporary employee and the provisions of article 19 shall not apply.

ARTICLE 7 - RELATIONSHIP AND REPRESENTATION

7.01 UNION STEWARDS, GRIEVANCE COMMITTEE, NEGOTIATING COMMITTEE

- (a) The Society agrees to recognize not more than the number of employees specified in Appendix "D" for each of the bargaining units, selected by the Union as Stewards (one of whom in each Bargaining Unit shall be the Chief Steward) for the purpose of representing employees and dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.
- (c) The Society agrees to recognize the Stewards, selected in accordance with (a), above, as the Grievance Committee (one of whom shall be the Chief Steward). A general representative of the Union, who is not an employee, may be present at any meeting of the Grievance Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (d)
 - (i) Where the Union and the Society agree to renegotiate this agreement using central negotiation, the Union may appoint or elect a Central Negotiation Committee as stipulated by the Terms of Reference for the Central Negotiation Process for the purpose of negotiating amendments to the collective agreement. The Society shall not be required to provide the guarantee provided for in Article 7.08 to more than one (1) employee from each bargaining unit listed in Article 2.01 for the Central Negotiation Committee,
 - (ii) Where the Union and the Society are not agreed to engage in Central Negotiations or where the parties are agreed to engage in Central Negotiations and local issues are remitted to a local negotiation committee, the Union may appoint or elect a local negotiation committee for each bargaining unit as set out in Appendix "E" for the purpose of negotiating pursuant to article 24.
 - (iii) The Society shall not be required to recognize the union Central Negotiation Committee or any Local Negotiation Committee(s) until after notice of desire to bargain has been given under article 24 and the Union has notified the Society, in writing, of the names of the

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members of the union negotiation committee(s). The Society shall not be required to continue to recognize the union Central Negotiation Committee beyond the time set out in the applicable Terms of Reference. The Society shall not be required to recognize the local negotiation committee following the date of ratification of any renewal collective agreement.

- (e) Subject to Articles 7.01 (d) (i) and 7.08, the Society shall continue to pay the employee members of the Union's Central Negotiation Committee for any previously scheduled hours on the days that negotiations take place provided that the Union shall reimburse the Society for the cost of such payment of wages plus an administrative fee of nineteen point two nine two percent (19.292%) within sixty (60) calendar days of being so billed by the Society.

7.02 For the purpose of this Article, the names of the Stewards and members of the Grievance Committee shall be given to the Society in writing from time to time as well as the effective date of their respective appointments. The Society shall not be required to recognize any such Stewards or Committee Members until it has been so notified.

7.03 No employee shall act in the capacity of Steward, Chief Steward, Grievance Committee Member or union Negotiation Committee Member referred to in this Article until after she has successfully completed the probationary period.

7.04 The Society shall be immediately informed in writing of any change of a Steward or Committee Member.

7.05 The Union acknowledges and agrees that Stewards and other employee Committee Members, as described in this Article, have regular duties to perform in connection with their employment with the Society. Grievance meetings shall be scheduled outside of the employees' regular scheduled hours and shall be attended without pay.

7.06 For grievance meetings that are scheduled during the employees' regular scheduled hours of work, the Grievor (except in cases of discharge or suspension) and the Steward in attendance during the Grievance Procedure, shall attend without pay for any hours spent in meetings with representatives of the Society. Where a steward is required to attend a grievance meeting while otherwise scheduled to work, the Society shall use its best efforts to reschedule the time spent by the steward in the meeting.

7.07 The Union further acknowledges and agrees that Stewards and other Committee Members have regular duties to perform in connection with their employment and will not absent themselves from their duties without obtaining permission to do so from their immediate supervisor on duty at the time. The Stewards and other Committee Members will first obtain the supervisor's permission before undertaking such business, and when such business has been completed, the employee shall advise her supervisor.

7.08 For negotiating meetings that are scheduled at times when the Committee Members are otherwise scheduled to work, the Society shall make its best efforts to reschedule their hours of work. Where the hours lost by the Committee Members during the first five (5) bargaining meetings

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cannot reasonably be rescheduled by the Society within one (1) week of the bargaining dates, the Society shall pay for the scheduled hours which were lost. It is understood that employees on both a local and a central negotiation committee shall only be entitled to a total guarantee of five (5) days pursuant to this article and may not double dip.

7.09 The Society undertake to instruct all members of its supervisory staff to cooperate with Union Stewards in carrying out the terms and requirements of this Agreement.

7.10 The Union agrees to secure from its Officers, Stewards and Members their cooperation with the Society and with all persons representing the Society in any supervisory capacity.

7.11 The Society agrees to provide the Union with a copy of any Job Description covered by the applicable bargaining unit description in article 2.01 and the existing Benefits Plan upon request, when changes to the Job Description or benefit plans are made by the Society. The Society agrees to notify the Union at least fifteen (15) days in advance of the implementation of any change initiated by the Society to any Job Description covered by the applicable bargaining unit description in article 2.01 and existing benefit plans.

7.12 The Union may designate specialized representatives to deal with issues such as workplace safety and insurance claims, occupational health and safety, pay equity and the like. The Society agrees to recognize such specialized representatives in dealings with the Union required under the Collective Agreement.

7.13 The Society agrees to forward to the Chief Steward, a copy of all correspondence which the Society is required to forward to the local Union Office under the terms of this collective agreement.

7.14' Upon ratification and from time to time thereafter as staff change, the Society agrees to provide the Union with (where such positions exist) the names of its Regional Director of Homemakers, Homemaker Manager, Supervisor- Operations and each of its Supervisors of Homemakers for those locations covered by this Collective Agreement. It is understood that this list is for informational purposes only and the accuracy or inaccuracy of the list shall have no impact or effect on any decision or action taken by the Society or its managers and supervisors whether on the list or not, whether the decision or action be administrative, disciplinary or of any other nature or kind.

7.15 In the Bargaining Units described in Article 2.01 (c), (d), (9), (g), (h) and (i) any meeting required under this collective agreement may be held by a teleconference call or video conference and such teleconference or video conference meeting shall be considered to satisfy all requirements of the collective agreement notwithstanding that the participants may be in different locations. Further, any electronic recording of a video conference or teleconference shall not be admissible in any subsequent proceedings without the written consent of all participants.

In any other Bargaining Unit, the Parties may mutually agree to use the process outlined in this paragraph in any particular case.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

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8.01 The Society may discharge, suspend, demote or otherwise discipline employees who have successfully completed their probationary period for just cause.

8.02 Certain offenses are of such gravity and importance that the Society 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 or more of these serious offenses, the Society shall be required to establish, on a balance of probabilities, that the Employee committed the offense. Where the Society establishes that the employee committed the offense, then the Arbitrator or Arbitration Board, as the case may be, shall not inquire into the penalty imposed. The offenses which are considered to warrant the treatment 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 the Society.

Nothing in this clause shall limit the Society in imposing discipline, up to and including discharge, for any other offense, subject to the other terms of this collective agreement.

8.03 Whenever the Society formally imposes discipline, of at least a written warning level, on an employee, the employee shall have the right, upon request, to the presence of a Union Steward. Where the Society decides to hold a meeting with an Employee in order to impose such discipline, the Society shall advise the Employee of the purpose of the meeting in advance and shall further advise the Employee of her right to request the presence of a Union Steward at the meeting. If an Employee is suspended or discharged, the Society shall notify the Union in writing within two (2) working days following the date of suspension or discharge.

8.04 A disciplinary notation shall not be utilized by the Society in imposing discipline if a period of two (2) years has elapsed from the date of the disciplinary notation and the incident giving rise to the current discipline and there has not been a further disciplinary notation, at the written level or above, entered in the Homemaker's file during this two (2) year period.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 For the purpose of this Agreement, a Grievance is defined as a difference arising either between a member of the bargaining unit and the Society or between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

9.02 The Grievance shall identify the nature of the Grievance, the remedy sought, and should, where possible, specify the provisions of the Collective Agreement which are alleged to have been violated.

9.03 For the purposes of the collective agreement, "working day" means a week day, Monday to Friday, other than a statutory holiday.

9.04 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no Grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. If an employee has a complaint, such complaint shall be discussed with her immediate supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust the complaint to the mutual satisfaction within five (5)

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working days, the employee may proceed with the Grievance within five (5) working days following the decision of the immediate supervisor.

9.05 A Grievance of an employee properly arising under this Agreement shall be adjusted and settled as **follows**:

Step 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee to her immediate supervisor. Where, because of the inability of the employee to personally attend to the signing of the grievance within the five (5) working day time limit, a steward may sign the grievance on the employee's behalf, provided that the grievance shall be deemed to have been withdrawn unless the employee signs the grievance and provides a copy of the signed grievance to the immediate supervisor at or prior to the Step 2 meeting (it is understood that a facsimile copy of the grievance bearing the Grievor's signature shall suffice or where otherwise agreed by the Parties). Her immediate supervisor will deliver her decision within five (5) working days following the day on which the written Grievance was presented to her. Copies of the immediate supervisor's reply shall be forwarded to the Grievor and the Union Steward who assisted the Grievor to reduce the grievance to writing. Failing settlement, then:

Step 2

Within five (5) working days following the decision in Step 1, the employee must submit the written Grievance to the Manager, Homemaker Services. Unless extended by mutual agreement of the parties, in writing, a meeting shall be held, within ten (10) working days of the request, between the Society, an official of the Union, the Grievor and the Steward at which time the Grievance shall be discussed. The decision of the Society shall be given in writing within five (5) working days following this meeting. Copies of the Society's reply shall be forwarded to the Grievor, union steward and official of the Union who attended at the Step 2 meeting.

9.06 Failing settlement under the foregoing procedure, either party may submit the matter to arbitration within ten (10) working days after the decision under Step 2 is given. If no written request for arbitration is received within such ten (10) working day period, the Grievance shall be deemed to have been abandoned.

9.07 (a) Policy Grievance

A Grievance arising directly between the Society and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Union at Step 2 within ten (10) working days following the circumstances giving rise to the Grievance. Failing settlement under Step 2 within five (5) working days, the Grievance may be submitted to arbitration in accordance with Article 9.06. However, it is expressly understood that the provisions of this Article may not be used by the Union to institute a Grievance or complaint directly affecting an employee which she could have instituted herself and the regular Grievance Procedure shall not be thereby by-passed.

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(b) **Group Grievance**

Where an issue relating to the interpretation, application or alleged violation of the collective agreement directly affects more than one (1) employee such that they each would be entitled to file a grievance, the employees may file a group grievance signed by each of the employees claiming to be affected. A steward may sign the grievance on the individual employee's behalf, provided that the individual employee's grievance shall be deemed to have been withdrawn unless the employee signs the grievance and provides a copy of the signed grievance to the immediate supervisor at or prior to the Step 2 meeting (it is understood that a facsimile copy of the grievance bearing the Grievor's signature shall suffice or where otherwise agreed by the Parties). A group grievance shall be filed at Step 1 of the grievance procedure within five (5) working days of the occurrence of the circumstances giving rise to the grievance.

9.08 Discharge or Suspension Grievances

Any Grievance (which has been reduced to writing) involving discharge or suspension shall receive priority and shall commence at step 2 of the grievance procedure within five (5) working days of the Employee being notified of her discharge or suspension.

9.09 All agreements reached under the Grievance Procedure between the representatives of the Society and the representatives of the Union shall be final and binding upon the Society, the Union and the employee(s) involved.

9.10 It is agreed that the time limits in this Article and in Article 10 - Arbitration are to be considered mandatory. In the event of a failure to act within the time limits, the grievance shall be deemed to have been abandoned. Section 48 (16) of the Labour Relations Act, 1995 shall not apply to this collective agreement.

9.11 The Society and the Union may agree, in writing, to extend the time limits for any step in the grievance procedure or for referring a matter to arbitration. The Society and the Union may also agree, in writing, to waive any step of the grievance procedure.

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- 10.01**
- (a) Both parties to this agreement agree that any grievance that an employee, who has completed his/her probationary period, has been suspended or discharged without just cause which has been properly carried through all of the steps of the grievance procedure outlined in Article 9, above, and which has not been settled may be referred to a Sole Arbitrator, as provided hereunder, unless the parties agree otherwise in writing;
 - (b) The parties further agree that any grievance concerning the interpretation or claimed violation of this agreement [other than a matter referred to in article 10.01 (a) above], which has been properly carried through all of the steps of the grievance procedure outlined in Article 9, above, and which has not

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been settled, may be referred to a Board of Arbitration, unless the parties agree otherwise in writing.

10.02 Where a matter may be referred to a Board of Arbitration, the following procedure shall apply:

- (a) The Party requesting arbitration shall notify the other party, in writing, of its desire to arbitrate and shall, at the same time, name one (1) person as its appointee to the Arbitration Board;
- (b) The recipient of the notice shall, within ten (10) days of receipt of the referral described in (a), above, notify, in writing, the other Party of its appointee to the Arbitration Board;
- (c) The Chairperson of the Board of Arbitration shall be selected from the top of the list of arbitrators provided for in Article 10.04, below. Once selected, the arbitrator's name shall be moved to the bottom of the list and the arbitrators shall be so rotated.

10.03 Where a matter may be referred to a **Sole** Arbitrator, the **Sole** Arbitrator shall be selected from the top of the list of arbitrators provided for in Article 10.04, below. Once selected, the arbitrator's name shall be moved to the bottom of the list and the arbitrators shall be so rotated.

10.04 There shall be a list of six (6) arbitrators who shall act as Chairperson or Sole Arbitrator as provided for in articles 10.02 and 10.03, above. The list of arbitrators and their initial order shall be as follows:

- (i) Richard McLaren;
- (ii) Ian A. Hunter;
- (iii) Louisa Davie;
- (iv) Susan Tacon;
- (v) Anne Barrett; and
- (vi) Bill Kaplan.

It is further understood that as each arbitrator is selected as a Chairperson or Sole Arbitrator, as the case may be, his/her name shall be moved to the bottom of the list and the arbitrators shall thereby be rotated.

10.05 No person may act as Sole Arbitrator or be appointed to the Board of Arbitration who has been involved in any attempt to negotiate or settle the Grievance.

10.06 The Board of Arbitration, or Sole Arbitrator as the case may be, shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

10.07 Any time limit referred to in this Article, within which any step is required to be taken, shall be calculated exclusive of Saturdays, Sundays and Statutory Holidays.

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10.08 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Board of Arbitration.

10.09 A Sole Arbitrator shall have the same powers as a Board of Arbitration.

10.10 A Board of Arbitration, or **Sole** Arbitrator, as the case may be, shall have the power to modify or set aside discipline imposed by the Society as described in, and on the terms set out in, section 48(17) of the Labour Relations Act, 1995, S.O. 1995, Chap. 1, Sched. A.

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11.01 Probationary Period

A new employee will be considered on probation until after she has successfully completed six (6) calendar months of employment, Where a probationary employee is absent on approved leave of absence, sick leave or statutory absence such as Workplace Safety and Insurance compensable injury or illness absence, it is understood that the period of probation shall be extended by a period equivalent to such accumulated time that the employee was absent. The Society may discharge probationary employees at its discretion subject only to that discretion being exercised in good faith. It is further agreed that the discharge, suspension, demotion or other disciplining of a probationary employee shall not be considered a difference arising between the probationary employee and the Society or **between** the Parties.

11.02 Seniority will be based on service hours worked with the Society since the date of last hire. Upon successful completion of such probationary period, the employee shall be placed on the seniority list and credit shall be given for hours worked since date of last hire. Service hours worked shall mean hours scheduled by the Society and worked by the employee delivering service directly to the Society's clients, and shall include credit for time missed due to Workplace Safety and Insurance compensable absences, vacation, statutory holidays and union leave (except for the purpose of calculating the probationary period). At the time the employee is first placed on the seniority list the Society will advise her of her placement on the list and the number of hours of seniority credited to her. Once advised of her placement she shall have fifteen (15) calendar days to challenge her initial position on the list following which her posted seniority shall be deemed to be final and not subject to complaint. Once an employee has been placed on the seniority list for the first time, Article 11.03 shall apply for each subsequent posting of the seniority list.

11.03 Seniority Lists

Seniority lists shall be prepared twice annually according to the records of the Society as of May 31 and November 30. The Society shall use its best efforts to post the seniority list within six (6) weeks following the foregoing dates. Where the Society is unable to so post the list, it shall notify the Union of the **reason(s)** for the delay. The **seniority** list shall be posted on a bulletin board provided by the Society once prepared. Seniority as posted shall be deemed to be final and not subject to complaint **unless** such complaint is made within thirty (30) calendar days from the date of posting. The Society will send a copy of the seniority list to the Union and to each of the Stewards once it is posted.

11.04 Loss of Seniority

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An employee shall lose all service and seniority and shall be deemed to have been terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) (i) willingly, knowingly, intentionally or negligently fails to report for a scheduled work assignment without notifying the Society;
- (ii) cancels four (4) scheduled assignments in any twelve (12) month period without permission from the Society. Such permission shall not be unreasonably withheld;
- (d) has been laid off for the lesser of eighteen (18) calendar months or the length of her seniority;
- (e) is absent due to illness or disability (except absences for which Workplace Safety and Insurance Benefits are received) which absence continues for the lesser of eighteen (18) calendar months or a period equivalent to the employee's length of seniority at the time the illness or disability commenced;
- (f) ~~is~~ absent due to illness or disability for which Workplace Safety and Insurance Benefits are received which absence continues for twenty-four (24) calendar months from date of original injury;
- (g) fails to return to work upon an expiration of a leave of absence or utilizes a leave of absence for any purpose other than that for which ~~it~~ was granted as indicated in the letter requesting the leave;
- (h) fails to indicate her intention to return to work within seven (7) calendar days after she has received notice of recall and fails to report to work within ten (10) calendar days ~~after~~ she has received notice of recall. Notice of Recall may be by telephone or registered mail. If notice is by registered mail, it shall be deemed to have been received on the second (2nd) day following registration, unless the individual can provide the Society with a reason satisfactory to the Society for any failure to receive the notice in the time provided;
- (i) attains the age of sixty-five (65) years, in which case the employee will be deemed to have retired from employment.

ARTICLE 12 - M.Y.OFF AND RECALL

12.01 Where the Society decides to reduce the working forces within a classification on a team which reduction is expected to exceed a period of four (4) weeks, the following provision shall

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apply: The Society agrees that employees shall be selected for lay off by the Society considering the following factors:

- (a) the skills required to meet the clients' needs;
- (b) the team to which the Employee is assigned;
- (c) seniority of the Employee within the team.

Employees shall be laid off or recalled on the basis of factor (c) where the Homemaker meets the requirements of factors (a) and (b).

12.02 Employees on lay-off are entitled to apply for any vacancies in the bargaining unit arising out of a job posting.

12.03 Where the Society decides to effect a lay-off within a classification pursuant to Article 12.01, the Society will lay-off Employees within the classification who have not completed their probationary period prior to laying off post-probationary Employees within the classification where the Employees within the classification remaining have the requisite skill, ability and qualifications, or comparable experience as defined by the Society's contractual obligations with the CCAC or other funder, to complete the work remaining.

12.04 The Society agrees that it will not hire new employees within a classification on a team where there are employees within the classification on lay-off from that team who have the requisite skill, ability and qualifications, or comparable experience as defined by the Society's contractual obligations with the CCAC, or other funder, to perform the work available. It is further understood, in respect of those teams designated as rural, that the Society may hire new employees within a classification within the team, where there are employees within the classification from the team on layoff where such hiring complies with the geographic proximity agreement between the parties. The following are designated as "rural" homemaker teams for the purpose of this collective agreement:

- i. Windsor County teams "G" and "F";
- ii. All Thunder Bay District Locations (all of the Article 2.01 (d) bargaining unit);
- iii. All Timmins District teams other than the Timmins City Core team;
- iv. Geraldton bargaining unit (all of the Article 2.01 (c) bargaining unit);
- v. All Dryden District Teams other than the Dryden City Core team;
- vi. All Rainy River District Teams other than the Fort Frances City Core Team;
- vii. All North Bay District teams other than North Bay City Core Teams.

12.05 Should the Society decide to reduce the number of working forces in the Attendant classification, the affected Attendants may express their desire to be employed as a Homemaker. In such case, the Society will transfer the Attendant to the Homemaker classification.

ARTICLE 13 - WAGES

13.01 The Society agrees to pay and the Union agrees to accept the schedule of wage rates attached hereto as Appendix " A which forms part of this Agreement.

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13.02 Where the Society has a Household Support Program, the Society shall pay the Household Support Worker rates as set out in Appendix "A" to employees employed in the Household Support Worker classification.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Education Leave

- (a) (i) If required by the Society, an employee who has successfully completed her probationary period and is trained to a minimum of HS2, or equivalent as defined by the Red Cross Provincial Homemaker Service Education Committee, shall be entitled to a leave of absence with pay at the employee's regular straight-time hourly rate to take prescribed training courses.
- (ii) Where opportunities for Personal Support Worker training occur, the Society shall offer such training in order of seniority to all employees. The Society shall make **all** reasonable efforts to obtain funding to cover all related expenses, including course fees, as well as all time spent in training, and all practical and/or clinical components, and such funding, which is granted to the Society, will be applied as authorized by the Long Term Care Area Office, or such other funder, to affected employees.
- (b) A leave of absence, without pay, to take further training courses or seminars related to the employee's work with the Society may be granted, at the discretion of the Society, upon written application by the employee to her Supervisor. It is understood and agreed that the Society will, wherever practicable in accordance with its scheduling requirements, arrange scheduled work assignments of employees attending such training courses or seminars to permit such attendance. The Society shall not exercise the above discretion arbitrarily, discriminatorily or in bad faith.
- (c) Where the Society offers courses, workshops or lectures to employees, and attendance at such courses, workshops or lectures is considered voluntary, attendance shall be without pay.
- (d) Where the Society holds In-service training sessions or other designated training and attendance is mandatory, attending employees shall be paid at the training wage rate set out in Appendix "A".

14.02 Union Absence

A leave of absence for Union business may be granted without pay provided such leave does not interfere with the continuance of efficient operations of the Society and does not interfere with the proper care of the Society's clients. Such leave shall be subject to the following conditions:

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- (a) the Society shall consider requests for a leave of absence for Union business provided not more than two (2) employees within any bargaining unit are off for Union business at any one time (except for the provisions regarding the central and local negotiation committees);
- (b) the Society shall not be required to consider a request where the leave is to extend beyond seven (7) consecutive calendar days at any one time;
- (c) the Society shall consider leave requests which are submitted at least two (2) weeks prior to the commencement of the leave and may consider leave requests submitted on shorter notice where it considers the circumstances warrant such consideration;
- (d) requests for such leave of absence shall be made in writing and shall state the purpose of the leave and shall not be unreasonably denied.

14.03 Personal Leave

An employee who has successfully completed her probationary period may apply, in writing, for a personal leave of absence as far as possible in advance of the requested start date for the leave. An application for a personal leave of absence shall include the reason for the leave, the intended use of the leave and the duration of the leave. The Society shall consider all leave requests which are submitted at least two (2) weeks prior to the commencement of the leave and may consider leaves submitted on shorter notice where it considers the circumstances warrant such consideration. Where the Society must consider a personal leave request, the Society shall consider its ability to spare the employee having due regard to the proper and efficient operation of the Society and the needs of the Society's clients. The Society shall not make its decision arbitrarily, discriminatorily or in bad faith. Where a personal leave is granted, the employee's benefit coverage shall cease unless the employee prepays the full billed monthly premium in advance for the duration of the leave.

14.04 Pregnancy and Parental leave

- (a) Pregnancy leave and parental leave without pay will be in accordance with the provisions of the *Employment Standards Act*.
- (b) An employee who intends to resume her employment following her pregnancy leave or parental leave shall advise the Society of her intention at least two (2) weeks before her expected date of return. On her return to work, she shall be reinstated to her position or provided with alternative work of a comparable nature.
- (c) In the event that an employee wishes to return to work before the expiration of a period of six (6) weeks after the delivery, she may request that the duration of her maternity leave be so shortened by giving the Society four (4) weeks' notice of her intention to do so and upon furnishing to the Society an acceptable medical certificate indicating that the employee, in the opinion of a legally qualified medical practitioner, is able to resume her work, the Society shall advise the employee in writing of its consent or

denial of such request, but such consent shall not be unreasonably withheld.

- (d) Where the Society returns a Homemaker to work following a pregnancy leave or a parental leave as provided for in clauses (b) or (c), above, the Society may give the Homemaker priority to new assignments until the Homemaker has been returned to her pre-leave average hours (average hours over the fifty-two (52) weeks immediately preceding the leave). It is understood that this provision provides a greater benefit than the reinstatement provisions of the Employment Standards Act.
- (e) Where an employee is absent from work pursuant to an approved pregnancy or parental leave under the Employment Standards Act, the employee's seniority shall be adjusted to account for the period of the leave as set out herein. The employee shall be credited with seniority hours calculated based upon her average direct service hours over the fifty-two (52) weeks immediately preceding the employee's leave and not to exceed seventeen (17) weeks credit for pregnancy leave and eighteen (18) weeks for parental leave. Where an employee has been employed for less than fifty-two weeks, but more than thirteen (13) weeks, prior to the commencement of the pregnancy or parental leave, the employee's average direct service hours shall be calculated based upon her direct service hours worked during the period of her employment.
- (9) During pregnancy and/or parental leave, an employee shall continue to participate in each type of benefit plan provided for in this Agreement, unless they elect, in writing, not to do so. It is understood that the employee shall be required to pay, monthly in advance, the employee portion of the billed premium for the benefits.

14.05 Leave for Union Position/Office

An employee who has been elected, selected or appointed to hold a full-time paid union position/office shall be entitled to a leave of absence without pay for the period during which she holds such position/office up to a maximum of three (3) years. The employee may request, in writing, thirty (30) days prior to the conclusion of such leave, that she be allowed to return to work as an employee. The Society agrees to return an employee to work where the employee concludes a leave as provided for in this article and requests the right to return.

14.06 Bereavement Leave

An employee, who has successfully completed the probationary period and who notifies the Society as soon as possible following a death in the employee's "immediate family" shall be granted up to three (3) consecutive days off with not more than two (2) of those days being without loss of regular pay (provided the employee was otherwise scheduled to work on the two (2) consecutive days from the date of death up to and including the date of the funeral in order that the employee may make the arrangements for and/or attend the funeral. Employees shall not be reimbursed for more than six (6) hours per day.

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"Immediate family" means current spouse, parent, brother, sister, son, daughter, current son-in-law, current daughter-in-law, current brother-in-law, current sister-in-law, current mother-in-law, current father-in-law, grand parent, grandchild, guardian or step parent.

"Spouse" for the purpose of bereavement leave shall include a partner of the same sex

Should additional leave be required because of extensive travel the Society shall grant such additional leave without pay.

The Society reserves the right to require presentation of proof of death prior to granting pay under this article.

14.07 Jury Duty

An employee who has successfully completed the probationary period and who is required, and reports for jury duty in any court of law, or inquest, shall do so without loss of pay, provided that the employee was scheduled to work and would otherwise have worked, but for such attendance, provided that the employee:

- (i) notifies the Society immediately upon the employee's notification that she will be required to attend in court;
- (ii) presents proof of service requiring the employee's attendance; and
- (iii) deposits with the Society the full amount of compensation received for such jury duty or attendance (excluding mileage, traveling and meal allowances) and an official receipt thereof.

Notwithstanding the above provisions, in order to qualify for payment hereunder, the employee will report to the Society for work during assigned hours when she is not required to attend in court or at an inquest.

It is agreed that the Society's obligation under this article shall be limited to reimbursing an employee's loss of pay to a maximum of 5 days.

ARTICLE 15 - INJURY AND DISABILITY

15.01 Workplace Safety and Insurance Injury

In the case of an accident or injury for which an employee will be compensated by The Workplace Safety and Insurance Board, the Society agrees to pay the employee for the entire period of work for which she was scheduled on the day of the accident or injury.

15.02 The Union, the Society and the Homemakers acknowledge their specific duties and responsibilities pursuant to the *Occupational Health and Safety Act, R.S.O. 1990, Chap.O.1*, as amended from time to time.

- (a) The Society, with the approval of the Ministry of Labour, has established a Regional Joint Health and Safety Committee in full satisfaction of the

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Society's obligation to have a Health and Safety Committee pursuant to the **Occupational Health and Safety Act**. The Union shall have the right to appoint, to the Committee, representatives as set out in Appendix "F".

- (b) The Union will encourage its Health and Safety Committee representative to **serve** a minimum of two (2) years. Committee Members shall be entitled to be paid in accordance with subsection 9(35) of the **Occupational Health and Safety Act** for the time provided for in subsection 9(34) of that **Act**.
- (c) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all Safety Rules and practices.

15.03 If an Employee is required to obtain and provide a medical certificate to substantiate an absence of three (3) consecutive days or more, due to illness or injury, the Employee will bear the cost of such certificate. If the Society requires a second medical opinion, the Society shall bear the cost of obtaining such second opinion. The Society agrees that it shall direct the persons with whom it shares medical information to respect and maintain the confidentiality of the medical information.

ARTICLE 16 - CONSULTATION

16.01 On the request of either party, the local parties in each bargaining unit shall meet at least once every two (2) months until this agreement is terminated for the purpose of discussing issues relating to the local workplace which affect the parties or any employee bound by this agreement. The Union may be represented at any such consultation meeting by one (1) of the stewards and the Union Business Representative or his/her designate. The Society may be represented at any such consultation meeting by two representatives of management.

ARTICLE 17 - HOLIDAYS

17.01 The Society recognizes the following as paid holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

17.02 To be eligible for holiday pay, an employee must have successfully completed three (3) continuous months of employment; must have completed her scheduled work assignment immediately prior to and immediately following the holiday; and must have earned wages on at least twelve (12) days, or worked ninety-six (96) hours, during the four weeks immediately preceding the holiday.

17.03 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, exclusive of overtime and travel time, over a period of thirteen work weeks preceding the paid holiday.

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17.04 An employee will not be disqualified from receiving holiday pay if she is absent on any such qualifying day if her absence is due to a bona fide illness which is proven by a medical certificate acceptable to the Society where so required by the Society.

17.05 An employee who does not report for a scheduled work assignment on a holiday after having been requested to do so by the Society, shall lose her entitlement to holiday pay.

17.06 When a paid holiday falls during an employee's vacation, she shall, at the option of the employee, either be paid for the holiday in addition to her scheduled vacation, or may take an extra day off at a time mutually agreeable to the employee and the Society.

17.07 If an employee is required to work on any paid holiday, she shall be paid for the holiday (provided she otherwise qualifies) and in addition will receive one and one-half (1 1/2) times her regular hourly rate of pay for all hours worked on the holiday. Such an employee will be permitted, on written request, to take an alternative day off, without pay, on a mutually agreed day within the three (3) months following the date of the statutory holiday.

17.08 Should an employee qualify for holiday pay and is not scheduled to work on the holiday, such employee shall be paid for the holiday, and on written request, shall be entitled to take an alternative day off, without pay, on a mutually agreed day within the three (3) months following the date of the statutory holiday.

ARTICLE 18 - VACATIONS

- 18.01
- (i) Employees who have less than one (1) year's continuous service with the Society prior to April 1 in a year shall receive one (1) day unpaid vacation time for each full month of service up to ten (10) days' unpaid vacation time.
 - (ii) All employees who have completed one (1) year of employment but less than ten (10) years of employment prior to April 1 in a year shall be entitled to two (2) weeks' unpaid vacation time.
 - (iii) All employees who have completed ten (10) or more years of employment prior to April 1 in a year shall be entitled to three (3) weeks' unpaid vacation time.

18.02 Unpaid vacation time may be taken at any time during the vacation year (which is April 1 to March 31). Unpaid 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 Society as follows:

- (i) for vacation time commencing between April 1 and June 30, requests must be submitted no later than January 15;
- (ii) for vacation time commencing between July 1 and September 30, requests must be submitted no later than April 15;
- (iii) for vacation time commencing between October 1 and December 31, requests must be submitted no later than July 15;

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- (iv) for vacation time commencing between January 1 and March 31, requests must be submitted no later than October 15.

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 geographic areas, subject to the Society's requirements as to sufficient availability of staff to meet the needs of the Society's clients.

18.03 All employees shall be paid vacation pay in a separate cheque once per year on June 30th. Vacation pay shall be calculated:

- (i) for employees who have completed less than ten (10) years of employment prior to April 1 in a year as four percent (4%) of the wages of the employee in the twelve (12) months of employment in the preceding vacation year (exclusive of vacation pay), less deductions required by law. For example, on June 30, 2000 such an employee would be paid four percent (4%) of that employee's wages from employment with the Society during the period April 1, 1999 to March 31, 2000 (less deductions required by law).
- (ii) for employees who have completed ten (10) or more years of employment prior to April 1 in a year as six percent (6%) of the wages of the employee in the twelve (12) months of employment in the preceding vacation year (exclusive of vacation pay), less deductions required by law. For example, on June 30, 2000 such an employee would be paid six percent (6%) of that employee's wages from employment with the Society during the period April 1, 1999 to March 31, 2000 (less deductions required by law) (this article to be effective April 1, 1999).

Where an employee breaks her service with the Society in mid-vacation year and is paid vacation pay at the time of separation and the employee subsequently begins a new period of employment with the Society, the employee's vacation pay in a year shall only be calculated on the basis of the employee's earnings in the new period of employment.

18.04 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 her remaining scheduled vacation time affected by the hospitalization. Vacation so canceled may be rescheduled in accordance with article 18.02, above.

ARTICLE 19 - HOURS OF WORK

19.01 The purpose of this Article is to describe the factors which determine the number of hours available to be assigned to an employee:

- (a) the employee's availability;
- (b) the number of hours of service ordered by the Society's purchasers of service;

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- (c) the needs of the Society's clients.

Within the foregoing constraints the Society shall use its best efforts to provide employees with the maximum hours of work requested by the employee in her statement of availability [Form of Commitment].

19.02 This Article shall not be construed as a guarantee of hours of work in a day or in a week.

19.03 Due to the nature of the services provided by Homemakers and Attendants, certain clients may request a Homemaker or Attendant of the same sex. Similarly, where the Society has concerns regarding the conduct of a client toward a Homemaker or Attendant on the basis of sex, the Society may determine it to be appropriate to assign a Homemaker or Attendant of a particular sex. This Article shall not limit the Society in assigning Homemakers or Attendants to meet the need described in this paragraph, above.

19.04 Upon ratification, Homemakers shall be required to sign a Form of Commitment, stating that they agree to be available to work either:

- (a) twenty-four (24) hours in a week (and the Society shall use its best efforts as set out in paragraph 19.01 to provide up to twenty-four (24) hours of work); or
- (b) forty (40) hours in a week (and the Society shall use its best efforts as set out in paragraph 19.01 to provide up to forty (40) hours of work).

For the purpose of this Article, "week means seven (7) consecutive calendar days, starting at 12:01 a.m. Monday to 12:00 midnight Sunday. It is understood that in "rural" areas the parties may agree, in writing, to vary the foregoing commitment levels.

19.05 It is understood that Homemakers who commit to be available at the twenty-four (24) hour level shall only be scheduled for hours in excess of twenty-four (24) as is required by article 19.19.

19.06 The Society provides service to its clients on a twenty-four (24) hour per day, seven (7) day per week basis. Homemakers may be required to work any hours, subject to the further requirements of this Article (e.g. over commitment per Article 19.19), up to the hours set out in the Homemaker's form of commitment.

19.07 (a) Attached as Appendix "G" is a description of the existing teams and geographic boundaries in each of the bargaining units which are based on current volume and volume distribution. Where service volume in any bargaining unit increases by twenty percent (20%) or more the Society may create an additional geographic area. Where the Society intends to create an additional geographic area it shall advise the Union at least thirty (30) calendar days in advance of implementation and shall discuss the boundaries of the geographic areas with the Union. Where agreement cannot be reached with respect to the new boundaries where a new area is created, the Society shall have the right to implement the new boundaries and the Union may refer its dispute to binding interest arbitration within ten

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(10) calendar days after implementation of the new boundaries by the Society.

- (b) Homemakers are assigned to a team within a geographic area. Where the Society intends to delete a geographic area or change the geographic area boundaries it shall advise the Union at least two (2) weeks in advance of any change. The Society agrees to discuss any change to the geographic area boundaries with the Union where requested by the Union in advance of the announced effective date for the change,

19.08 There shall be a Local Scheduling Working Group in each of the Bargaining Units consisting of three (3) bargaining unit employees and three (3) representatives of the Society [or such lesser number of Union and Management Representatives as agreed between the Local Union Representative and Local Society Management]. The Local Scheduling Working Group shall discuss issues of concern to the Union and the Society regarding local scheduling practices. The Local Scheduling Working Group shall meet once every two (2) months or as otherwise agreed. Any agreements reached by the Scheduling Working Group must be approved by the Local Union Business Representative and the Local Homemaker Manager in order to be effective.

19.09 The following factors shall be considered in the scheduling of Homemakers:

- (a) the seniority of the Homemaker within the geographic area containing the assignment;
- (b) the team to which the Homemaker is assigned;
- (c) the geographic proximity of the Homemaker who relies only on public transit to the client;
- (d) the skills required to meet the Client's needs;
- (e) the availability of the Homemaker during the hours of the assignment;
- (9)** the stated commitment of the Homemaker and the existence of unused commitment sufficient to fulfill the assignment;
- (g) continuity of care giver;

Homemakers shall be assigned cases on the basis of factor (a) where the Homemaker meets the requirements of factors (b), (c), (d), (e), **(9)** and (g).

19.10 In scheduling Attendants and Household Support Workers the Society shall consider:

- (i) the seniority of the employee;
- (ii) the needs of the client;
- (iii) continuity of care giver;
- (iv)** the availability of the employee;
- (v) the skill, ability and qualifications/training of the employee relative to the client's needs.

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- 19.11 (a) Where the Society establishes groups of employees to meet the service or other needs and scheduling requirements of a specific group of clients, including but not limited to Q.R.P., shared care teams and supportive housing, the Society may establish dedicated work groups. In assigning hours of work within the work group, the criteria in Article 19.09, above, shall apply within the work group only.
- (b) Where a vacancy occurs within a work group referred to above, the Society shall apply the factors set out in Article 19.09, above, to select Homemakers for the work group. Homemakers selected through this process may initially decline the offer of placement in the work group. Should all Homemakers selected in accordance with Article 19.09, above, decline placement on the work group, the Society may assign the placement to Homemakers selected in accordance with Article 19.09, above, in ascending order of seniority. Notices of such vacancies will be forwarded to the Chief Steward.

19.12 Not more than twenty-five percent (25%) of Homemakers within each separate geographic area may commit to a level of commitment of twenty-four (24) hours as set out in article 19.04 (a). This requirement may be modified by mutual agreement, in writing, to meet particular local needs.

19.13 Even though a Homemaker is entitled to a particular weekend off under article 19.33, a Homemaker may indicate on their Form of Commitment that they are willing to accept assignments on their designated weekend off. If the Society cannot fill weekend assignments under article 19.09 with Homemakers who may be required to work that particular weekend, the Society may then assign the shift under article 19.09, to the Homemaker who has agreed to work their weekend off. When a Homemaker under this article works her weekend off, the weekend shall still be considered her regular weekend off for the purposes of article 19.33. Should the Society not be able to fill the assignments using this process, the Society reserves the right to alter a Homemaker's work assignments in order to fill the assignments or to assign the work outside of the particular geographic area.

19.14 Homemakers shall indicate on their Form of Commitment whether the Homemaker uses public transit in order to attend at her clients. If a Homemaker uses public transit, she may indicate on her Form of Commitment that she will use other means of transportation when public transit is not available.

19.15 The Form of Commitment shall be in the form attached as Appendix "B" to the Collective Agreement.

19.16 Any newly hired Homemaker shall be required to commit to a forty (40) hour level of availability, except where otherwise agreed by the Local Scheduling Working Group pursuant to article 19.08.

19.17 Where a Homemaker has committed to the twenty-four (24) hour level of commitment and the Homemaker wishes to increase her commitment, the Society shall, upon application by the Homemaker, permit the Homemaker to re-sign her Form of Commitment at the forty (40) hour level.

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- 19.18**
- (a) Where a Homemaker has committed to the forty **(40)** hour level of commitment and the Homemaker wishes to decrease her commitment to the twenty-four **(24)** hour level, she may apply to re-sign her Form of Commitment. The Society may, in its discretion, allow such an application. The Society shall not be required to consider such an application where to allow the application would result in more than twenty-five percent (25%) of Homemakers in the applicant's geographic area being committed at the twenty-four (24) hour level.
 - (b) Where a Homemaker wishes to re-sign her Form of Commitment at the twenty-four hour level and the request cannot be considered because her re-commitment would violate article **19.12**, the Homemaker may request that her name be added to a waiting list for the twenty-four **(24)** hour level of commitment in her geographic area. On January 30th of each year, the Society shall permit Homemakers who have placed their names on the waiting list to re-sign, in descending order of seniority, their Form of Commitment at the twenty-four **(24)** hour level up to the twenty-five percent **(25%)** level as set out in article **19.12**.
 - (c) Where a Homemaker re-signs her Form of Commitment at the twenty-four (24) hour level where she had previously been committed at the forty (40) hour level, her actual hours of work shall be reduced through normal attrition of caseload and the Society shall not be required to remove cases from the Homemaker's existing caseload provided that the caseload shall be reduced to the new commitment level within four **(4)** months of the change in commitment.

19.19 Where, on a team, no Homemaker with the necessary skill and unused commitment is available for an assignment, the Society may assign the assignment to a Homemaker on the team with the necessary skill notwithstanding that the Homemaker has already worked up to her committed hours. In such a case, the assignment shall be made in ascending order of seniority and the Homemaker to whom the assignment is made shall work as assigned. Where an over-commitment assignment pursuant to this paragraph would also constitute an over-time assignment, the assignment shall be worked by the Homemaker to whom it is assigned. The Society shall use its best efforts to distribute such over-commitment hours, or over-time assignments, among Homemakers on the team. It is understood that the Society may, in its discretion, fill an assignment in a geographic area with a Homemaker from an abutting geographic area or another team rather than assigning over-commitment hours within the geographic area. Where the case cannot be filled from the abutting area, the Society shall fill the assignment from another area or team. In either such case, the Homemaker to whom the assignment is made shall work the assigned hours.

19.20 This paragraph shall apply where the Society decides to return a Homemaker to work following an absence for which the Homemaker received workplace safety and insurance benefits or where the Society decides to accommodate a disabled Homemaker under the **Human Rights Code**. In such circumstances, the Society may give a Homemaker priority to new assignments until the Homemaker has been returned to her average pre-injury/disability hours (for absences under the **Workplace Safety and Insurance Act**, average pursuant to the policy of the WSIB, and for absences under the **Human Rights Code**, averaged over the fifty-two **(52)** weeks immediately preceding the Homemaker's absence from work) at which time such Homemaker will be placed in her proper position on the seniority list for further assignments. The Society may also

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reorganize existing caseloads to meet the injured/disabled Homemaker's physical and mental restrictions, it being understood that no Homemaker shall have her existing hours reduced through such reorganization. The Society shall use its best efforts to minimize disruptions to existing clients.

19.21 The Society may establish a Relief Team of Homemakers. The Society agrees to discuss the implementation of a relief team with the local union at least fifteen (15) days prior to establishing a relief team.

C _____

- (a) Homemakers shall have the opportunity to volunteer to be on the Relief Team on their Form of Commitment as provided for in article 19.04. Volunteers shall be selected for the Relief Team in descending order of seniority up to the number of Homemakers as required on the Relief Team by the Society;
- (b) Where there are insufficient volunteers for the Relief Team as determined by the Society, the Society may appoint Homemakers to the Relief Team in ascending order of seniority;
 - (i) Where Homemakers are assigned to the Relief Team pursuant to (b), above, the Homemaker may place her name on a list kept by the Society, indicating her desire to be removed from the Relief Team;
 - (ii) The Society will aggressively attempt to recruit new employees for the Relief Team as necessary to replace those Homemakers on the list provided for above;
 - (iii) As new Homemakers are hired for the Relief Team, the Society shall replace, in descending order of seniority, those Homemakers whose names are on the list provided for above;
- (c) January 30th of each contract year, as Homemakers are afforded the opportunity of re-signing their Form of Commitment, those Homemakers on the Relief Team wishing to leave the Relief Team may place their names on a list, kept by the Society, indicating their desire to be removed from the Relief Team. Such Homemakers shall be removed from the Relief Team in accordance with subparagraphs (b)(ii) and (b)(iii), above;
- (d) When a Homemaker places her name on a waiting list to be removed from the Relief Team under this article, the Society will advise her of her standing on the list.
- (e) All Homemakers on the Relief Team shall be deemed to have signed their Form of Commitment at the forty (40) hour level and to have signed her Form of Commitment to be on the Relief Team.

Operation of Relief Team

- (f) Where a Homemaker calls in on a day and requests to be absent on that day, whether due to illness, leave as provided for elsewhere in this agreement or for any other reason, the Society may assign that Homemaker's schedule for the entire day,

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or part thereof, to a member of the Relief Team (in determining whether to assign a case to the Relief Team, the Society shall consider the needs of the client and skills required for the assignment);

- (g) The Society may assign any case which is to commence on short notice to the Relief Team. "Short Notice" shall mean a case which is to commence within two (2) hours of the need arising to make the assignment, it further being understood that for the purpose of this article only, hour shall mean only hours between seven-thirty o'clock in the forenoon (7:30 a.m.) and seven o'clock in the afternoon (7:00 p.m.);
- (h) Within the Relief Team, article 19.09 shall apply, with any necessary modifications, to the distribution of assignments;
- (i) Each member of the Relief Team shall be provided with an electronic paging device (where available), supplied by the Society, which the Homemaker shall be required to have on and respond to during the hours of seven o'clock in the forenoon (7 a.m.) to six o'clock in the afternoon (6 p.m.) Monday to Friday:
 - (i) Where an assignment is made to a Homemaker on the Relief Team during the hours set out in (i), above, the Homemaker shall work the hours assigned;
 - (ii) The Society shall bear all costs related to such pagers.
- (j) Homemakers on the Relief Team may volunteer to be available for work after six o'clock in the afternoon (6 p.m.) or before seven o'clock in the forenoon (7 a.m.), however, such Homemaker may not be required to work during those hours;
- (k) Homemakers on the Relief Team shall not have permanent cases;
- (l) Homemakers on the Relief Team may not be required to work on weekends but may work on weekends by mutual agreement.

19.22 The Society may establish an Evening/Night Team. The Society agrees to discuss the implementation of an Evening/Night team with the local union at least fifteen (15) days prior to establishing an Evening/Night Team.

Composition of Evening/Night Team

- (a) Homemakers shall have the opportunity to volunteer to be on the Evening/Night Team on their Form of Commitment as provided for in article 19.04. Volunteers shall be selected for the Evening/Night Team in descending order of seniority up to the number of Homemakers as required on the Evening/Night Team by the Society;
- (b) Where there are insufficient volunteers for the Evening/Night Team as determined by the Society, the Society may appoint Homemakers to the Evening/Night Team in ascending order of seniority;

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- (i) Where Homemakers are assigned to the Evening/Night Team pursuant to (b), above, the Homemaker may place her name on a list kept by the Society, indicating her desire to be removed from the Evening/Night Team;
- (ii) The Society will aggressively attempt to recruit new employees for the Evening/Night Team as necessary to replace those Homemakers on the list provided for above, it being understood that the newly hired Homemakers shall be deemed to have signed her Form of Commitment to be on the Evening/Night Team;
- (iii) As new Homemakers are hired for the Evening/Night Team, the Society shall replace, in descending order of seniority, those Homemakers whose names are on the list provided for above;
- (iv) January 30th of each contract year, as Homemakers are afforded the opportunity of resigning their Form of Commitment, those Homemakers on the Evening/Night Team wishing to leave the Evening/Night Team may place their names on a list, kept by the Society, indicating their desire to be removed from the Evening/Night Team. Such Homemakers shall be removed from the Evening/Night Team in accordance with subparagraphs (ii) and (iii), above:

Operation of Evening/Night Team

- (c) Homemakers assigned to the Evening/Night Team shall have priority to all assignments scheduled to commence during the period six o'clock in the afternoon (6 p.m.) and seven o'clock in the forenoon (7 a.m.);
- (d) When a Homemaker places her name on a waiting list to be removed from the Relief Team under this article, the Society will advise her of her standing on the list.
- (e) Within the Evening/Night Team, article 19.09 shall apply, with necessary modifications, to the distribution of assignments;
- (f) In addition, Homemakers assigned to the Evening/Night Team may indicate their willingness to accept assignments between four o'clock in the afternoon (4 p.m.) and six o'clock in the afternoon (6 p.m.). Such cases shall only be offered to Homemakers on the Evening/Night Team after the availability and suitability of all Homemakers assigned to the Geographic Team concerned have been exhausted pursuant to article 19.09;
- (g) Until otherwise declared by the Society, all Evening/Night Team Homemakers shall be available to receive assignments by telephone, on Monday to Friday, from five o'clock in the afternoon (5:00 p.m.) to seven o'clock in the afternoon (7:00 p.m.) and shall be available to receive assignments by telephone on those weekends that they may be assigned pursuant to article 19.33 from five o'clock in the afternoon (5:00 p.m.) to seven o'clock in the afternoon (7:00 p.m.). Evening/Night Team Homemakers shall be required to accept assignments commencing between six o'clock in the afternoon (6:00 p.m.) and seven o'clock in the forenoon (7:00 a.m.)

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Monday to Friday and on those weekends when the Homemaker may be required to work pursuant to article 19.33.

- (h) When declared by the Society, and in those areas designated by the Society, the Society will issue all **Evening/Night** Team Homemakers with an electronic paging device, supplied by the Society, which the Homemaker shall be required to have on and respond to during the hours of five o'clock in the afternoon (5:00 p.m.) to seven o'clock in the forenoon (7:00 a.m.) Monday to Friday. Following such declaration, those Homemakers to whom the declaration applies will not be required to standby under (g), above:
- (i) Where an assignment is made to a Homemaker on the **Evening/Night** Team during the hours set out in (g), above, the Homemaker shall work the hours assigned:
 - (ii) The Society shall bear all costs related to such pagers.

19.23 The Society may establish a Weekend Team. The Society agrees to discuss the implementation of a Weekend Team with the local union at least fifteen (15) days prior to establishing a Weekend Team.

Composition of the Weekend Team

- (a) Homemakers shall have the opportunity to volunteer to be on the Weekend Team on their Form of Commitment as provided for in article 19.04. Volunteers for the Weekend Team may also be on another Team (either Geographic or otherwise). Volunteers shall be selected for the Weekend Team in descending order of seniority up to the number of Homemakers as required on the Weekend Team by the Society;
- (b) January 30th of each year, as Homemakers are afforded the opportunity of resigning their Form of Commitment, those Homemakers on the Weekend Team wishing to leave the Weekend Team may do so.

Operation of the Weekend Team

- (c) Homemakers assigned to the Weekend Team shall have priority to all relief, fill-in or short notice assignments scheduled to commence during the period six o'clock in the afternoon (6:00 p.m.) on Friday to seven o'clock in the forenoon (7:00 a.m.) on Monday;
- (d) Article 19.33 shall not apply to Homemakers on the Weekend Team;
- (e) Within the Weekend Team, article 19.09 shall apply, with necessary modifications, to the distribution of assignments;
- (f) Weekend Team Homemakers shall be available to receive assignments by telephone from five-thirty o'clock in the afternoon (5:30 p.m.) Friday until seven o'clock in the afternoon (7:00 p.m.) Friday and from seven-thirty o'clock in the

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forenoon (7:30 a.m.) until nine o'clock in the forenoon (9:00 a.m.) on each of Saturday and Sunday;

- (g) When declared by the Society each member of the Weekend Team shall be provided with an electronic paging device (where available), supplied by the Society, which the Homemaker shall be required to have on and respond to during the hours of five o'clock in the afternoon (5 p.m.) Friday to seven o'clock in the forenoon (7 a.m.) Monday. Following such declaration, those Homemakers to whom the declaration applies will not be required to standby under (9), above:
- (i) Where an assignment is made to a Homemaker on the Weekend Team during the hours set out in (9), above, the Homemaker shall work the hours assigned:
 - (ii) The Society shall bear all costs related to such pagers.

19.24 Geographic Team Homemakers are Homemakers other than Homemakers assigned to the Relief Team, the Evening/Night Team, Weekend Team or other specialized Teams created pursuant to article 19.11.

- 19.25**
- (a) In geographic areas where the Society has created Relief Teams pursuant to article 19.21, above, all Geographic Team Homemakers shall be available to receive assignments by telephone, on the Monday to Friday preceding the weekend which they may be required to work pursuant to article 19.33, from thirty minutes after seven o'clock in the forenoon (7:30 a.m.) to thirty minutes after nine o'clock in the forenoon (9:30 a.m.) and shall be available to receive assignments by telephone on those weekends that they may be assigned pursuant to article 19.33 from thirty minutes after seven o'clock in the forenoon (7:30 a.m.) to thirty minutes after nine o'clock in the forenoon (9:30 a.m.). All Geographic Team Homemakers shall be required to accept assignments commencing between seven o'clock in the forenoon (7:00 a.m.) and six o'clock in the afternoon (6:00 p.m.) Monday to Friday and on those weekends when the Homemaker may be required to work pursuant to article 19.33.
 - (b) In geographic areas where the Society has not created Relief Teams pursuant to article 19.21, above, all Geographic Team Homemakers shall be available to receive assignments by telephone, on the Monday to Friday from thirty minutes after seven o'clock in the forenoon (7:30 a.m.) to ten o'clock in the forenoon (10:00 a.m.) and shall be available to receive assignments by telephone on those weekends that they may be assigned pursuant to article 19.33 from thirty minutes after seven o'clock in the forenoon (7:30 a.m.) to ten o'clock in the forenoon (10:00 a.m.).

19.26 When declared by the Society, and in those areas designated by the Society, the Society will issue all Geographic Team Homemakers with an electronic paging device, supplied by the Society, which the Homemaker shall be required to have on and respond to during the hours of seven o'clock in the forenoon (7:00 a.m.) to seven o'clock in the afternoon (7:00 p.m.) Monday to Friday. Following such declaration, those Homemakers to whom the declaration applies will not be required to standby under article 19.25, above;

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- 19.27 (a) On such other date as declared by the Society, and thereafter, each Homemaker shall be required to call a toll-free voice-mail system to receive any changes to his/her schedule, including new assignments.
- (i) Where a Homemaker is scheduled to work on a day, he/she shall call the voice-mail system within one (1) hour following his/her last case each day in order to receive any changes to his/her schedule, including new assignments, to commence at least twelve (12) hours after the Homemaker's last assignment on the day.
 - (ii) Where a Homemaker is not scheduled on a day and is or may be scheduled on the next day, he/she shall be required to call the voice-mail system between the hours of five o'clock in the afternoon (5:00 p.m.) and eight o'clock in the afternoon (8:00 p.m.) to receive changes to his/her schedule, including new cases, which are to take effect later than four o'clock in the forenoon (4:00 a.m.) of the following day. If a Homemaker expects to be unable to call in between the foregoing hours she may call the Customer Service Representative and so advise her. The Society shall not be required to schedule the Homemaker for the twenty-four (24) hours following the period she is unable to call in though she must call in prior to her first scheduled shift.
- (b) It is understood that the Society is in the process of developing and implementing the "Customer Service Project" ("CSP") and accordingly that the Society may alter the foregoing schedule distribution and reporting system, including call times, as the CSP is rolled out and implemented. An assignment left in accordance with the foregoing timetable, or such modifications to the CSP system as are brought to the attention of the Union and Employees, shall be deemed to have been received by the Homemaker unless the Homemaker, having called in as required, speaks to a Customer Service Representative and declines the assignment. Should a Homemaker decline an assignment, the other provisions in Article 19 shall apply.
- 19.28 Where,
- (a) during the period set out in article 19.21 (i), a Relief Team Homemaker fails to return a page as soon as possible and, in any case, not later than thirty (30) minutes of the page being sent; or
 - (b) during the period set out in article 19.22 (f), an Evening/Night Team Homemaker cannot be reached or where 19.22 (g) has been declared operative an Evening/Night Team Homemaker fails to return a page as soon as possible and, in any case, not later than thirty (30) minutes of the page being sent; or

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- (c) during the period set out in article 19.23 (9), a Weekend Team Homemaker cannot be reached or where 19.23 (g) has been declared operative a Weekend Team Homemaker fails to return a page as soon as possible and, in any case, not later than thirty (30) minutes of the page being sent; or
- (d) during the period set out in article 19.25, a Geographic Team Homemaker cannot be reached or where 19.26 has been declared operative a Geographic Team Homemaker fails to return a page as soon as possible and, in any case, not later than thirty (30) minutes of the page being sent;

on six (6) occasions within any twelve (12) consecutive months, the Homemaker shall be deemed to be terminated and shall lose all seniority provided the Society has warned the Homemaker following each incident. It is further recognized that a Homemaker shall be considered to have abandoned her employment if she cannot be contacted during the foregoing availability hours on three (3) consecutive days.

19.29

Where,

- (a) a Relief Team Homemaker declines a case which is to commence during the period Monday to Friday from seven o'clock in the forenoon (7 a.m.) to six o'clock in the afternoon (6 p.m.); or
- (b) an Evening/Night Team Homemaker declines a case which is to commence during the period Monday to Friday, and those weekends when the Homemaker can be scheduled to work pursuant to article 19.33, from six o'clock in the afternoon (6 p.m.) to seven o'clock in the forenoon (7:00 a.m.); or
- (c) a Weekend Team Homemaker declines a case which is to commence during the period **five** o'clock in the afternoon (5:00 p.m.) Friday to seven o'clock in the forenoon (7:00 a.m.) Monday; or
- (d)
 - (i) in those geographic areas where the Society **has** created a Relief Team pursuant to article 19.21, a Geographic Team Homemaker declines a case which is to commence during the period Monday to Friday, and those weekends when the Homemaker can be scheduled to work pursuant to article 19.33, from seven o'clock in the forenoon (7 a.m.) to six o'clock in the afternoon (6 p.m.);
 - (ii) in those geographic areas where the Society **has not** created a Relief Team pursuant to article 19.21, a Geographic Team Homemaker declines a case which is to commence during the period Monday to Friday, and those weekends when the Homemaker can be scheduled to work pursuant to article 19.33;

without explanation satisfactory to the Society, on six (6) occasions within any twelve (12) consecutive months, the Homemaker shall be deemed to be terminated and shall lose all seniority provided the Society has warned the Homemaker following each incident.

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19.30 Where a Homemaker expects not to be available for work on a day, or for part of a day, during a period when she may be required to work, she shall advise her supervisor, as far in advance as possible, of her expected unavailability and the general reason for her unavailability. Where the Homemaker's reason for her unavailability is acceptable to the Society, article **19.29**, above, shall not apply, it being understood that a Homemaker may not seek to be unavailable pursuant to this clause for more than ninety-six (96) hours in any consecutive twelve (12) months. It is further understood, for the purpose of this paragraph, that a Homemaker shall be charged for the actual time that she declares herself unavailable (in minimum two (2) hour increments to a maximum of eight (8) hours) for each day that she declares herself unavailable though the Society shall not assign work to the Homemaker for the entire day being from twelve o'clock midnight (12:00 a.m.) to eleven fifty-nine at night (11:59 p.m.).

19.31 Assignments to a Homemaker in a day, after the Homemaker has worked eight (8) hours in the day, shall be by mutual agreement.

- 19.32**
- (i) For the purpose of this collective agreement, "weekend" means twelve o'clock and one minute in the forenoon (12:01 a.m.) Saturday to eleven o'clock and fifty-nine minutes in the afternoon (11:59 p.m.) Sunday.
 - (ii) For the purpose of this collective agreement, "weekend assignment" means an assignment which commences during a weekend.

19.33 No Homemaker shall be required to work weekend assignments on two (2) consecutive weekends, nor shall a Homemaker be required to be available to receive assignments by telephone during the time set out in paragraph **19.25**, above, on a weekend which the Homemaker cannot be required to work by virtue of this paragraph. Prior to the end of the eighteenth (18th) month after ratification, the Society agrees to meet with the Local Scheduling Working Group to discuss the possibility of adjusting the foregoing assurance to one (1) weekend in three (3).

19.34 At the request of a Homemaker the Society agrees that in any period of twelve (12) consecutive days it shall not schedule the Homemaker on at least one (1) day.

19.35 Any Homemaker may be assigned to work any days (including weekends) or hours (subject to the requirements of Article 19).

19.36 Where a Homemaker has been given a weekend assignment and the client which the Homemaker has been assigned to serve requires multiple visits during the weekend, the Society shall use its best efforts to assign the multiple weekend visits of the case to the one Homemaker.

19.37 The overtime rate of one and one-half (1.5) times an employee's regular rate shall be applied to all hours worked in excess of eighty-two (82) hours in a two (2) week schedule.

- 19.38**
- (a) Where a Homemaker is scheduled to work five (5) or more consecutive hours the Homemaker 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 Society shall direct the time at which the unpaid break(s) shall be taken. The foregoing

shall not apply where a Homemaker is assigned to a case in excess of five (5) hours in duration where the client is not to be left alone.

- (b) In the case of a case in excess of five (5) hours in duration where the client is not to be left alone, Homemakers shall take a thirty minute (30) paid lunch break at a time mutually agreed with her supervisor which does not interfere with the client's needs. When a client requires service during the time that the Homemaker is on her lunch break, the Homemaker shall tend to the client's needs and take the balance of her break at a later time.

19.39 Except in cases of disciplinary transfer or, where a Homemaker is transferred to a new geographic area as a result of a change in boundaries as provided for in Article 19.07, the Society shall not permanently transfer a Homemaker from one geographic area to another without her consent in writing.

19.40 Twelve (12) hour assignments shall be scheduled by mutual consent and in accordance with article 19.09.

19.41 Where a Homemaker suffers from a medical condition which restricts her from being exposed to tobacco smoke, the Society, the Union and the Homemaker shall co-operate in accommodating the Homemaker's restriction. When seeking accommodation pursuant to this article, the Homemaker shall provide medical information from her treating physician or specialist outlining the nature of her disability and of her specific restrictions.

ARTICLE 20 - TRAVEL ALLOWANCE

20.01 The Society agrees to pay a travel allowance to Homemakers who, in one day, are required to travel more than one kilometer between assignments (except assignments within one building or complex):

- (a) For the Windsor Bargaining Unit [Article 2.01 (a)]:
- (i) where the Homemaker is assigned to a City-Core team (current teams B, C and H), thirty-five cents (\$0.35) per hour for all hours worked in the day;
 - (ii) where the Homemaker is assigned to a City-Other team (current teams A, D and E), fifty-four cents (\$0.54) per hour for all hours worked in the day;
 - (iii) where the Homemaker is assigned to a County team (current teams F and G), one dollar and one cent (\$1.01) per hour for all hours worked in the day;
- (b) For the Toronto Bargaining Unit [Article 2.01 (e)], thirty-five cents (\$0.35) per hour for all hours worked in the day;
- (c) For the Thunder Bay *City* Bargaining Unit [Article 2.01 (b)]:

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- (i) for Homemakers assigned to city-core teams, thirty-five cents (\$0.35) per hour for all hours worked in the day;
- (ii) for Homemakers assigned to rural teams, fifty-four cents (\$0.54) per hour for all hours worked in the day;
- (d) For the District of Thunder Bay Bargaining Unit [Article 2.01(d)]
 - (i) for Homemakers assigned to teams within District communities, fifteen cents (\$0.15) per hour for all hours worked in the day;
 - (ii) for Homemakers regularly assigned to cases beyond a municipal area, fifty-four cents (\$0.54) per hour for all hours worked in the day;
- (e) For the Timmins bargaining unit [Article 2.01(f)] and North Bay bargaining unit [Article 2.01(i)]
 - (i) for Homemakers assigned to City Core teams, thirty-five cents (\$0.35) per hour for all hours worked in the day;
 - (ii) for Homemakers assigned to teams within area communities, fifteen cents (\$0.15) per hour for all hours worked in the day;
 - (iii) for Homemakers regularly assigned to cases beyond a municipal area, fifty-four cents (\$0.54) per hour for all hours worked in the day;
- (9)** For the Dryden bargaining unit [Article 2.01(g)], the Geraldton bargaining unit [Article 2.01(c)] and Rainy River bargaining unit [Article 2.01(h)]:
 - (i) for Homemakers assigned to teams within area communities, fifteen cents (\$0.15) per hour for all hours worked in the day;
 - (ii) for Homemakers regularly assigned to cases beyond a municipal area, fifty-four cents (\$0.54) per hour for all hours worked in the day.

ARTICLE 21 - REPORTING PAY

21.01 In the event an employee's assignment is cancelled after her arrival at a client's residence, due to an error on the part of the Society, client absence, or the client's refusal to see the worker, the Society shall provide the worker with alternative work which the worker shall perform and if none is available, the employee will be paid at her regular rate for the length of the cancelled assignment to a maximum of three (3) hours.

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ARTICLE 22 - MISCELLANEOUS**22.01** Personnel File

An employee shall have the right to review her personnel file in the presence of a supervisor following reasonable verbal notice to the employee's immediate supervisor. An employee may, at her request, have a steward present as she reviews her personnel file.

22.02 Copies of Agreement

The Union and the Society shall each obtain one (1) bid, from unionized printers, for the printing of the collective agreement in booklet form with punched holes for distribution to employees in a quantity to be agreed. The printing shall be performed by the lowest cost of the two bidders and the union and the Society shall share equally the cost of the printing. The Employee shall insert the copy of the collective agreement into her copy of the Homemaker Handbook at the tab for "Conditions of Employment" or into the appropriate tab of her Employee Handbook as the case may be.

- 22.03**
- (a) Where the Society is aware that a client suffers from a reportable disease as defined in the *Public Health Act* the Society shall advise the employee assigned to such client that the client suffers from a reportable disease.
 - (b) Where an employee is advised that a client suffers from a reportable disease, the employee shall provide service to the client and shall take universal precautions or any other directed precautions. The employee may advise the Society of her preference with respect to the case and the Society may consider the employee's preference.
 - (c) An employee advised that a client suffers from a reportable disease shall not disclose that fact to any other person. Should an employee disclose the fact that a client suffers from a reportable disease to any person the Society may impose the specific penalty of termination from employment. Where, at arbitration, the Society establishes, on a balance of probabilities, that an employee has disclosed information contrary to this provision, the Arbitrator or Board of Arbitration, as the case may be, shall not inquire into the penalty imposed.
 - (d) Where an employee suffers from a reportable disease, the employee shall advise the Society and the Society shall be free to assign the employee to assignments which minimize health risks to the client and employee.

22.04 WHMIS and First Aid Training

- (a) Employees may be required to complete a WHMIS Training self study program and a First Aid self study program on an annual basis as a condition of continued employment. The Society shall provide the Union with a copy of the WHMIS Training self study program and the first aid self study program at least one (1) week prior to the programs being distributed. Each employee shall then complete a challenge test. Should the employee

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fail to achieve an eighty percent (80%) grade on the challenge test, she shall attend at a training course provided by the Society. At the conclusion of the training course, the employee shall be required pass an examination with a grade of eighty percent (80%). Should the employee fail to achieve this requirement, the Society shall, within one (1) week of the examination, make available any assistance, ordinarily available with its own working forces, that it considers necessary to assist the employee to pass the examination provided that the employee shall not be permitted to work further until she passes the examination with at least an eighty percent (80 %) grade. An employee required to attend at a training course shall be paid at the training rate.

- (b) (i) The Society shall pay each Employee who is required to complete and who submits the completed challenge test for W H M I S training thirty (30) minutes pay at the applicable training rate.
- (ii) The Society shall pay each Employee who is required to complete and who submits the completed challenge test for First Aid training thirty (30) minutes pay at the applicable training rate.

22.05 **Employee List**

On each one (1) year anniversary of the ratification of this Agreement, so long as this agreement remains in effect, the Society agrees to provide, upon request by the Union in writing, a copy of a list of all current employees in the bargaining unit covered by this collective agreement showing the employees' name and mailing address as recorded in the Society's files. The Society shall also include the Homemaker's telephone number on the list except where the Homemaker advises the Society, in writing, that she does not wish her telephone number to be disclosed. The Society shall canvas Homemakers following ratification with respect to whether they wish their telephone number to be disclosed in the form attached hereto as Appendix "C".

22.06 No employee excluded from the bargaining unit described in article 2.01 may perform work normally performed by bargaining unit employees where:

- (i) the performance of such work by excluded employees would result in the lay-off of one (1) or more bargaining unit employees; or
- (ii) there are bargaining unit employees on lay-off who have the necessary skill, ability and qualification to perform the work required and the work required is sufficient to recall one (1) or more employees to work at least eight (8) consecutive hours per week.

This clause shall not apply in the cases of training or emergency.

ARTICLE 23 - HEALTH AND WELFARE BENEFITS

23.01 Effective the first full month following ratification a same sex spouse will be eligible to be a dependant for insured benefits.

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23.02 . The Society agrees to contribute one hundred percent (**100%**) of the billed, premium up to a maximum of seventy dollars (**\$70.00**) per month, towards the coverage of eligible Homemakers and Attendants who have successfully completed their probationary period and who are regularly employed for at least twenty-six (**26**) hours per week, under the OASSIS Benefits Basic Program now in effect. It is understood that Homemakers and Attendants shall be required to pay, by way of payroll deduction, one month in advance, any amounts in excess of those paid by the Society.

23.03 Eligible Homemakers and Attendants who have successfully completed their probationary period and who are regularly employed for at least twenty-six (**26**) hours per week, may also participate in the OASSIS Optional Benefits. Homemakers and Attendants electing Optional Benefit Coverage shall be required to pay, by way of payroll deduction, one month in advance, one hundred percent (**100%**) of the billed premiums for the optional **benefits**.

23.04 The hours which a Homemaker or Attendant is "regularly employed" for the purposes of articles **23.02** and **23.03** shall be determined quarterly on the basis of the total hours worked by the Homemaker or Attendant during the preceding three (**3**) calendar months, it being understood that a Homemaker or Attendant must work a total of three hundred and thirty-eight hours in a quarter in order to qualify for benefits in the next quarter.

23.05 Quarterly totals shall be calculated and considered as follows:

- (i) on March **1** the Society shall total each Homemaker's or Attendant's hours for the period November **1** to January **31** to determine eligibility for the period April **1** to June **30**;
- (ii) on June **1** the Society shall total each Homemaker's or Attendant's hours for the period February **1** to April **30** to determine eligibility for the period July **1** to September **30**;
- (iii) on September **1** the Society shall total each Homemaker's or Attendant's hours for the period May **1** to July **31** to determine eligibility for the period October **1** to December **31**;
- (iv) on December **1** the Society shall total each Homemaker's or Attendant's hours for the period August **1** to October **31** to determine eligibility for the period January **1** to March **31**.

Where a Homemaker or Attendant is absent from work on vacation or during the first four (**4**) weeks of absence due to an approved leave of absence (medical or otherwise) the total hours required for **benefits** qualification for the Homemaker or Attendant will be reduced by three point seven (**3.7**) hours for each day of leave (up to a maximum of one hundred and four (**104**) hours.

23.06 It is understood that the benefit plans are not part of this agreement and are not subject to the grievance and **arbitration** procedure. It is further understood that the level of benefits provided under the policy of insurance may be the subject of a policy grievance pursuant to articles **23.02**, **23.03** or **23.07**.

23.07 The Society reserves the right to change insurance carriers provided that the benefit coverage as a whole is not fundamentally reduced.

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- 23.08** (a) During the period January 1 to December 31 the Society will, upon presentation of receipts, reimburse Homemakers who have successfully completed their probationary period and who work, on average, more than twenty-four (24) hours per week, for the purchase of Red Cross Uniforms up to an annual maximum of ninety dollars (\$90.00).
- (b) During the period January 1 to December 31 the Society will, upon presentation of receipts, reimburse Homemakers who have successfully completed their probationary period and who work, on average, twenty-four (24) hours per week or less, for the purchase of Red Cross Uniforms up to an annual maximum of fifty dollars (\$50.00).
- (c) Should the Society discontinue the requirement that Homemakers wear a Society uniform, the requirements of clauses (a) and (b), above, shall cease to apply.
- 23.09** The training programs for Home Support Training Levels 2 and 3 have been eliminated by the regulatory bodies responsible for Home Care. The Society agrees to meet with the Union and to discuss Homemaker training once the regulatory bodies announce replacement training programs and the funding models related thereto.

ARTICLE 24 - DURATION OF AGREEMENT

24.01 This Agreement shall be effective on the date of ratification hereof and shall continue thereafter until March 31, 2002. Thereafter, this Agreement shall continue from year to year unless written notice of intent to terminate or amend this Agreement is given by either party within a period of ninety (90) days immediately prior to the expiration date. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than thirty (30) days after the date of such written notice.

24.02 None of the provisions of this Collective Agreement will be retroactive and all matters become effective from the date on which the agreement is ratified.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 1st day of April, 1999.

FOR THE SOCIETY:

"Patricia Tiffany"
"Frances Sawdon"
"Joan Bolland"
"Karen Bergman"
"Barbara Howard"
"Celeste Miller"
"Maxine Jackman"
"Sheila Gordon"

FOR THE UNION:

"Virginia Hills"
"Robert Davidson"
"Susan Saville"
"Glen Oram"
"Judy Dubeau"
"Diana Crowther"
"Rolande Picard"
"M. Bukvic"
"Hyacinth Hood"
"Carol Thompson"
"Michelle Findlay"
"Debbie Brunelle"

COLLECTIVE AGREEMENT

APPENDIX "A"
SALARY GRID

Effective date of ratification, the following wage rates shall apply:

Level One	New Homemaker (Untrained)	\$10.06
Level Two	(PA+2 or Equivalent)	\$10.26
Level Three	1500 Hrs. Paid after Level 2	\$10.47
Level Four	3000 Hrs. Paid after Level 2	\$10.69
Level Five	4500 Hrs. Paid after Level 2	\$10.92
Level Six	6000 Hrs. Paid after Level 2	\$11.16
Household Support Workers		\$7.50
Attendants and Homemakers required to attend Mandatory Training		\$9.65
Household Support Workers required to attend Mandatory Training		\$6.85
Homemakers and Attendant's Orientation Rate		\$7.68
Attendant Level 1 (Start)		\$10.60
Attendant Level 2 (1500)		\$11.13
Attendant Level 3 (3000)		\$11.66

Employees progress on Appendix " A above on the basis of hours paid.

COLLECTIVE AGREEMENT

APPENDIX "B"

[date],

I, [Homemaker Name], hereby agree, as a condition of my continued employment, to be available for:

twenty-four **(24)** hours of work per week

forty **(40)** hours of work per week

Do you wish to work on the Relief Team (Article 19.21)?

Yes No

Do you wish to work on the Weekend Team (Article 19.23)?

Yes No

Do you wish to work on the Evening/Night Team (Article 19.22)?

Yes No

Check this box if you wish to be designated as using public transportation pursuant to article 19.14?

Yes

If you use public transit, are you prepared to use other means of transportation when public transportation is not available?

Yes No

Do you wish to volunteer for weekend work pursuant to Article 19.13?

COLLECTIVE AGREEMENT

Yes

No

What Geographic Team do you wish to be assigned to (This only applies if you are not assigned to a special Team such as Relief Team, Weekend Team, Evening/Night Team, etc.)?

Check off two (2) Statutory Holidays on which you are prepared to work during the next twelve months.

Christmas Day (Dec. 25)

Boxing Day (Dec. 26)

New Years Day (Jan. 1)

Canada Day (July 1)

[Signature]

APPENDIX "C"

[Date]

I, [employee], do

do not

wish to have my telephone number disclosed to the Union pursuant to article 22.05 of the Collective Agreement.

[employee signature]

[print name]

Team

APPENDIX "D"

- i. Windsor/Essex [Article 2.01 (a)]

The Union may appoint not more than four **(4)** employees to act as Stewards, one of whom shall be the Chief Steward.

- ii Thunder Bay City [Article 2.01 (b)]

The Union may appoint not more than four **(4)** employees to act as Stewards, one of whom shall be the Chief Steward.

- iii. Geraldton Area [Article 2.01 (c)]

The Union may appoint not more than two (2) employees to act as Stewards, one of whom shall be the Chief Steward.

- iv District of Thunder Bay [Article 2.01 (d)]

The Union may appoint not more than two (2) employees to act as Stewards, one of whom shall be the Chief Steward.

- v. Toronto [Article 2.01 (e)]

The Union may appoint not more than four **(4)** employees to act as Stewards, one of whom shall be the Chief Steward.

- vi, Cochrane District [Article 2.01 (f)]

COLLECTIVE AGREEMENT

The Union may appoint not more than four (4) employees to act as Stewards, one of whom shall **be** the Chief Steward.

vii. Dryden Area [Article 2.01 (g)]

The Union may appoint not more than two (2) employees to act as Stewards, one of whom shall be the Chief Steward.

viii. District of Rainy River [Article 2.01 (h)]

The Union may appoint not more than two (2) employees to act as Stewards, one of whom shall be the Chief Steward.

ix North Bay [2.01 (i)]

The Union may appoint not more than four (4) employees to act as Stewards, one of whom shall be the Chief Steward.

APPENDIX "E"

Local Negotiation Committee

- I. Windsor/Essex [Article 2.01 (a)]

The Union may appoint not more than four (4) employees to act as a Local Negotiation Committee.

- ii. Thunder Bay City [Article 2.01 (b)]

The Union may appoint not more than four (4) employees to act as a Local Negotiation Committee.

- iii. Geraldton Area [Article 2.01 (c)]

The Union may appoint not more than two (2) employees to act as a Local Negotiation Committee.

- iv. District of Thunder Bay [Article 2.01 (d)]

The Union may appoint not more than two (2) employees to act as a Local Negotiation Committee.

- v. Toronto [Article 2.01 (e)]

The Union may appoint not more than four (4) employees to act as a Local Negotiation Committee.

COLLECTIVE AGREEMENT

vi. Cochrane District [Article 2.01 (f)]

The Union may appoint not more than four (4) employees to act as a Local Negotiation Committee.

vii. Dryden Area [Article 2.01 (g)]

The Union may appoint not more than two (2) employees to act as a Local Negotiation Committee.

viii. District of Rainy River [Article 2.01 (h)]

The Union may appoint not more than two (2) employees to act as a Local Negotiation Committee.

ix. North Bay [Article 2.01 (i)]

The Union may appoint not more than two (2) employees to act as a Local Negotiation Committee.

APPENDIX "F"**I. WINDSOR/ESSEX [Article 2.01 (a)]**

One (1) occupational health and safety representative may be appointed to the Regional Joint Health and Safety Committee from amongst the regular employees in the bargaining unit in Article 2.01 (a).

**II. THUNDER BAY CITY [Article 2.01(b)], GERALDTON AREA [Article 2.01 (c)],
DISTRICT OF THUNDER BAY [Article 2.01 (d)], DRYDEN AREA [Article 2.01 (g)]
and DISTRICT OF RAINY RIVER [Article 2.01 (h)]**

One (1) occupational health and safety representative may be appointed to the Regional Health and Safety Committee from amongst the regular employees in the aggregate of the bargaining units described in Articles 2.01 (b), (c), (d), (g) and (h).

III. TORONTO [Article 2.01 (e)]

One (1) occupational health and safety representative may be appointed to the Regional Joint Health and Safety Committee from amongst the regular employees in the bargaining unit in Article 2.01 (e).

IV. COCHRANE AND DISTRICT [Article 2.01 (f)] and NORTH BAY [Article 2.01 (i)]

One (1) occupational health and safety representative may be appointed to the Regional Health and Safety Committee from amongst the regular employees in the aggregate of the bargaining units described in Articles 2.01 (9 and (i).

COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

[Date of Ratification]

The Society has a policy for dealing with chronic cases of service denials where the Homemaker is required to "call ahead" prior to attending at an assignment. The Society may extend this policy to "call ahead" where required by the CCAC. The parties agree that the Scheduling Working Group shall review the operation of the policy within six (6) months following the date of ratification.

COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

WINDSOR ONLY

[Date of Ratification]

The following constitutes an agreement regarding the scheduling of clients in the Essex County, geographical areas "G" and "F".

Scheduling will allow for a maximum travel time of thirty-five (35) minutes with the intent to relieve Homemakers in the areas from excessive travel time.

PLEASE NOTE:

1. Current clients will not be **rebooked** and must be maintained.
2. Ongoing issues/changes will be discussed by the Scheduling Working Group.
3. Proposal to be reviewed by the Scheduling Working Group after the trial period.
4. Work assignments will be scheduled where the distance is **thirty-five (35) minutes** or less (one way) between cases or from point of departure.
5. **Homemaker** may refuse a client without discipline if the client is more than **thirty-five (35) minutes** (one way) between cases or from point of departure.
6. If no Homemaker is available to take the assignment, it will be assigned according to reverse **seniority** to the least senior Homemaker, regardless of distance.

When this occurs, the Homemaker must accept the assignment or it will be treated as a work refusal.

COLLECTIVE AGREEMENT

7. Attached to this Agreement is Appendix "A". This schedule outlines guidelines for thirty-five (35) minute distances in geographic areas "G" and "F".

8. Either Party may cancel this Letter of Understanding upon sixty (60) days notice in writing.

9. Should the Society reorganize, add or eliminate geographic areas involving the present teams "G" and "F", the Society and the Union shall meet to discuss and make amendments to this Letter of Understanding.

OTHERWISE, all other terms and conditions of the Collective Agreement still apply.

COLLECTIVE AGREEMENT

**APPENDIX "A" TO LETTER OF UNDERSTANDING
GUIDELINES
WINDSOR ONLY**

September 11, 1997

Guidelines for travel for Homemakers in Windsor areas "G" and "F"

- | | |
|------------------------|---|
| From Kingsville | <ul style="list-style-type: none"> • Harrow, Colchester North and East, Gesto area • As far as the Meadows' in Colchester South area • Ruthven and Gosfield South area (Gosfield South cross-team) • Gosfield North Area of Cottam (cross-team) |
| From Amherstberg: | <ul style="list-style-type: none"> • McGregor • Malden • Anderdon • River Canard • Harrow and as far as Meadows and Holiday Beach area |
| From Wheatley : | <ul style="list-style-type: none"> • North of Wheatley to Lighthouse Cove and Stoney Point • Comber • Staples and Blytheswood • Leamington and Olinda areas • St. Joachim |
| From Belle River: | <ul style="list-style-type: none"> • Lighthouse Cove • Manning Road • Essex • Maidstone • Stoney Point • Woodslee • St. Joachim |

COLLECTIVE AGREEMENT

- From Leamington:**
- **Wheatley**
 - Comber**
 - Kingsville (cross-team)**
 - Cottam**
 - Essex**
- From Harrow:**
- Amhersberg/Malden**
 - **Kingsville**
 - Colchester North and South**
 - McGregor**
- From Essex:**
- **Woodslee**
 - **Maidstone**
 - **Belle River**
 - **Oldcastle**
 - **McGregor (cross-team)**
 - **Kingsville (cross-Team)**

LETTER OF UNDERSTANDING

WINDSOR ONLY

[NOT INCLUDED IN COLLECTIVE AGREEMENT]

Where a Homemaker does not answer her telephone during the calling window provide for in article 19.25, the Society shall not issue a warning pursuant to article 19.28 (c) where the Homemaker calls back to the office within five (5) minutes of the Society's call to the Homemaker.

COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING
THUNDER BAY BARGAINING UNIT ONLY

[Date of Ratification],

Homemakers may indicate, on their Form of Commitment, whether the Homemaker wishes to receive urban assignments, rural assignments or both urban and rural assignments. The Society shall use its best efforts to respect the Homemakers' preference, however, the Society may assign Homemakers notwithstanding their preference in order to insure that service is provided to clients.

COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

[Date of Ratification],

The Parties agree that the changes to the scheduling procedure set out in article 19 constitute a significant change to the Society's scheduling practices which will require a revision of the Society's scheduling practices and systems. Accordingly, the Parties agree that no grievance respecting article 19 or its application or alleged breach will be brought respecting scheduling during the three (3) months following the date of ratification. It is understood that the Scheduling Working Group will meet to discuss any implementation issues which arise during this three (3) month implementation period.

It is further agreed that a grace period of three (3) months shall obtain in those areas where the Society declares that the CSP has been implemented. During this period, the parties agree that no grievances respecting article 19 or its application will be brought. It is understood that the Scheduling Working Group will meet to discuss any implementation issues which arise during this grace period.

COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

With respect to the last sentence of article 7.01 (d)(iii) which states "The Society shall not be required to recognize the local negotiation committee *following the* date of *ratification* of any renewal collective *agreement*" the Society and the Union agree that for the purpose of concluding local agreements in the current 1999 negotiations, the Society will continue to recognize the Union's local negotiation committee until the resolution of local issues as defined in the Terms of Reference dated December 14, 1998.

It is also understood that, with respect to local issues arising in the newly recognized locations set out in the recognition agreement dated March 31, 1999, the Central Negotiation Committees pursuant to the Terms of Reference dated December 14, 1998 shall remain seized to resolve local issues.

COLLECTIVE AGREEMENT

**LETTER OF UNDERSTANDING
STATUTORY HOLIDAY SCHEDULING**

1. The eight (8) statutory holidays set out in Article 17 shall be divided into two (2) groups:

Group 1	Group 2
December 25 (Christmas Day)	Good Friday
December 26 (Boxing Day)	Victoria Day
January 1 (New Year's Day)	Labour Day
July 1 (Canada Day)	Thanksgiving

2. Employees shall select (on their Form of Commitment) two (2) holidays from Group 1 on which they shall be available during the contract year (April 1 to March 31). If employees are not equally distributed amongst the holidays after making their selections, the Society may redistribute employees in reverse order of seniority. In the second contract year employees' selections or assignments shall be reversed. For Homemakers this selection shall take priority over Article 19.33.

3. Homemakers shall be available to work and may be required to work on the Holidays in Group 2 which immediately precede or follow the weekend on which the Homemaker may be required to work pursuant to Article 19.33.

4. In the case of both Group 1 and Group 2 Holidays, the Society shall give employees an opportunity to volunteer to work on the Holiday. Volunteers shall be assigned by team to work in descending order of seniority in advance of assigning work to employees by team in reverse order of seniority pursuant to paragraphs 2 and 3, above. To clarify, volunteers will be used before using employees under paragraphs 2 and 3, above.

5. If there are surplus Homemakers in any area that have volunteered to work, and for whom there is no work available, the Society may schedule them in another area, with the mutual agreement of the Homemaker, before requiring low seniority Homemaker to work in that area.

COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

The Society agrees to credit the following employees with seniority hours pursuant to Article 11.02 for time spent at the current round of collective bargaining:

1. Bernadine Hoey	90 hours
2. Patricia Fawcett	90 hours
3. Christine Poluchowicz	198 hours
4. Anita St. Jean	120 hours
5. Judy Dubeau	108 hours
6. Rolande Picard	54 hours
7. Diane Crowthers	30 hours
8. Hyacinth Hood	108 hours
9. Mirjana Bukvic	108 hours
10. Carol Thompson	108 hours
11. Joanne Valle	48 hours
12. Debbie Brunnell	156 hours
13. Michelle Findley	48 hours
14. Cindy Marynewich	42 hours

COLLECTIVE AGREEMENT