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No. 239

COLLECTIVE AGREEMENT

Between

COMMUNITY HEALTH SERVICES, - CANADIAN RED CROSS  
ONTARIO ZONE  
(the "Society")  
TIMMINS BRANCH

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 204  
Affiliated with S.E.I.U., A.F.L., C.I.O., C.L.C.  
(the "Union")

Effective: April 1<sup>st</sup>, 2002

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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.

**CLF 2 - UNIT AND SCOPE**

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

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;

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(a) When a new classification (which is covered by the terms of the Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory

rate. Such request will be made within then (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by the comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- (b) When the Employer makes a substantial change during the term of this agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requests to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union, the matter may be referred to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classification in the bargaining unit having regard to the requirements of such classification.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of Arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

### **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.

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, methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs; and
- (f) 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, for work between September 15 to September 30, and are paid on October 31 for work performed between October 1 to October 15 the Society shall make deductions from employees pay on October 15 and 31 and shall remit such dues by October 31. 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, current addresses, phone numbers, Social Insurance Number, deletions and additions from the preceding month, highlighting new hires, resignations, terminations, new unpaid leave of absence greater than one month and returns from leaves of absence for all employees and the amount of the dues remitted on behalf of each of the employees for whom deductions have been 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 employees who are absent from work on an approved leave 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 an employee is absent on an approved leave of absence or vacation leave under the collective agreement, the Society may assign the absent employee's entire schedule to a temporary employee and the provisions of Article 20 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 "C" 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 negotiations, the Union may appoint or elect a Central Negotiating Committee as stipulated by the Terms of Reference for the Central Negotiating Process for the purpose of negotiating amendments to the collective agreement.
- (ii) Where the Union and the Society are not agreed to engage in Central Negotiations or where the parties are agreed to engaged 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 "D" for the purpose of negotiating pursuant to Article 26.



(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 26 and the Union has notified the Society, in writing, of the names of the 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) The Society agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent in attending such negotiating meetings with the Society up to and including conciliation.

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.

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 For grievance meetings that are scheduled during the employees' regular scheduled hours of work, the Grievor (except in cases of discharge or suspension) shall attend without pay for any hours spent in meetings with the representatives of the Society. Where a steward is required to attend a grievance meeting while otherwise scheduled to work, the Steward shall be paid at their regular rate of pay for time spent by the steward in the meeting.

7.05 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. Permission shall not be unreasonably withheld.

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

7.07 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.

7.08 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.

7.09 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.

7.10 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.

7.11 From time to time thereafter as staff change, the Society agrees to provide the Union with (where such positions exist) the names of its Director of Operations, Manager, Community Health Services, Supervisor- Operations and each of its Supervisors 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 Employer 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.

## ARTICLE 8 - DISCIPLINE AND DISCHARGE

**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 offence. 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 the 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, to investigate a matter that may result in discipline or imposes discipline on an employee, 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 the union steward at the meeting. If an employee is suspended or discharged, the Society shall notify the union in writing within 2 working days following the date of suspension or discharge.

**8.04** All records of disciplinary action are to be removed from an employee's personnel file eighteen (18) months from the date of discipline provided there has been no further disciplinary action during this eighteen (18) month period.

8.05 Where an employee fails to report for a scheduled work assignment without notifying the Society in advance, unless such notice could not reasonably be given (it being understood that forgetting the assignment is not a reasonable excuse for failing to so notify) the Society may impose the following specific penalties:

1. a one (1) working day suspension on the first occasion that the employee fails to report for work; and
2. a three (3) working day suspension on the second occasion that the employee fails to report for work; and
3. a five (5) working day suspension on the third occasion that the employee fails to report for work; and
4. discharge from employment on any further occasion that the employee fails to so report for work.

Where a suspension or discharge for this offense is made the subject of a grievance which proceeds to arbitration, the Society shall be required to establish, on a balance of probabilities, that the employee failed to report for a scheduled work assignment and that the employee did not advise the Society of their absence in advance. Where the Society establishes that the employee failed to report and did not advise the Society in advance, and the Union does not establish, on balance of probabilities, that the employee could not reasonably have given notice to the Society, then the arbitrator or the arbitration board, as the case may be, shall not inquire into the penalty imposed. It is understood that offenses under this clause shall be subject to Article 8.04.

## **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 weekday, 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) 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, Community Health 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.

(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 I 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.

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.

### **ARTICLE 10 - ARBITRATION**

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 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.

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.

## **ARTICLE 11 - SENIORITY**

### **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, one for "40 hour employees" employees and a second for employees working less than 40 hours, shall be prepared twice annually. The seniority list shall be prepared 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**

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) 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 twenty-four (24) 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) The normal retirement date of an employee shall be that last day of the month in which the employee attains age 65. However, in certain circumstances, a postponement may be

arranged for an employee by the Homemaker Manager, if the employee provides a satisfactory medical assessment, if current work performance is satisfactory, and if a position is still available. Extensions may be given annually for a one-year period. **An** employee's employment cannot be extended beyond the last day of the month prior to the employee's 71<sup>st</sup> birthday.

Employees wishing to continue beyond the "Normal Retirement Date" must notify their Homemakers Manager, in writing, three months before their 65<sup>th</sup> birthday. Where a decision is made to terminate an employee who has been previously granted a postponement of retirement, The Society will comply with the requirements of the **Employment Standards Act** notice of separation.

Note: The Union and the Employer agree to abide by the Ontario Human Rights Code.

#### **ARTICLE 12 - LAY-OFF AND RECALL**

12.01 Recognizing the mutual objective of quality care, the Society agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of the results of an "RFP" or any impending change to its' "Service Volume". The Society agrees to provide the Union with staffing levels, the impact of related payroll costs on staffing levels and a written notice of the "RFP" results.

The purpose of this meeting is to discuss the impact of the "Service Volume" changes on the staffing of the Branch, and provide the Union with the opportunity to make representation in that regard.

Should the Society decide to reduce the number of 40 hour per week positions, the affected employees may express their desire to be employed as employees who work less than 40 hours per week in reverse order of seniority.

Should the Society then decide to reduce the number of employees who work less than 40 hours per week, the affected employees will be laid off, in reverse order of seniority.

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 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 employee 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" employee 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 and 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 an employee. In such case, the Society will transfer the Attendant to the employee 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.

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.

13.03 In the event of an underpayment error of \$50.00 or more on an employee's pay the correction will be made within 5 working days.

## 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 employee 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) The Society shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Society.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days' clear notice, in writing, to the Society.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) Not more than two (2) employees in the bargaining unit shall be absent at any one time.
- (e) In addition to the leave of absence set out above, members of the Union Executive Board employed by the Society will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive meetings.

#### (f) Full time Union Officers

Upon application by the Union, in writing, the Society will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union Office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of three (3) calendar years from the date of appointment, unless extended for a further specific period by agreement of the parties. It



will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Service and seniority shall accrue while on such leave on the basis of the average of the service hours worked during the 52 weeks preceding the commencement of the leave. For clarity, Article 18 Vacations does not apply during the leave of absence.

#### **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 Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Society with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Society at least two (2) weeks in advance thereof.
- (d) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (e) Unless the employee elects in writing not to continue on the benefit plan, the Society will for a period of up to seventeen (17) weeks while the employee is on pregnancy leave, continue to pay its share of the contributions for the benefit plan provided for in Article 23 of this Agreement. It is understood that the employee shall be required to pay, monthly in advance, the employee portion of the billed premium for benefits.
- (f) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, if the employee provides at least four (4) weeks notice of her date of return, the employee shall be reinstated to her position or provided with alternative work of a comparable nature at the same rate of pay.  
For a 40 hour per week employee, the term "comparable nature of work" shall mean 80 hours of work, biweekly.

For an employee working less than 40 hours per week, the term "comparable nature of work" shall mean an offer of the average number of hours worked in the previous 13 weeks prior to the pregnancy leave, it being understood that such work may be taken from the most junior employees working less than 40 hours per week.

#### 14.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

- (b) **An** employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) **An** employee who is an adoptive parent shall advise the Society as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- An** employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.
- (d) **An** employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Society at least two (2) weeks in advance thereof.
- (e) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.
- (f) Unless the employee elects in writing not to continue on the benefit plan, the Society will for a period of up to thirty five (35) weeks while the employee is on parental leave, continue to pay its share of the contributions for the benefit plan provided for in Article 23 of this Agreement. It is understood that the employee shall be required to pay, monthly in advance, the employee portion of the billed premium for benefits.

- (g) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, if the employee provides at least four (4) weeks notice of her date of return, the employee shall be reinstated to her position or provided with alternative work of a comparable nature at the same rate of pay.

For a 40 hour per week employee, the term "comparable nature of work" shall mean 80 hours of work, biweekly.

For an employee working less than 40 hours per week, the term "comparable nature of work" shall mean an offer of the average number of hours worked in the previous 13 weeks prior to the parental leave, it being understood that such work may be taken from the most junior employees working less than 40 hours per week.

#### 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.

"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 employees 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, as established a Regional Joint Health and Safety Committee in full satisfaction of the 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 "E".
- (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 endeavour 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.

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

#### **15.05 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 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 WHMIS 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.

15.06(a) Where the Society is aware that a client suffers from a infectious disease as defined in the **Health Protection and Promotions Act** the Society shall advise the employee assigned to such client that the client suffers from a infectious disease.

- (b) Where an employee is advised that a client suffers from an infectious disease, the employee shall provide service to the client and shall apply routine practices and/or any other specific precautions as indicated. 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 an infectious disease shall not disclose that fact to any other person. Should an employee disclose the fact that a client suffers from an infectious 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 an infectious 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.

**ARTICLE 16 - LABOUR-WAGEWENT COMMITTEE**

- 16.01(a) 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 local parties will have an equal number of representatives at such meetings (maximum number to be locally agreed). It is understood and agreed that scheduling matters may be discussed at these meetings.
- (b) There shall be a Provincial Labour-Management Committee which shall meet quarterly and at such other times as may be mutually agreed upon, to discuss issues of provincial scope concerning the operation of the collective agreement. The Union may be represented at such meeting by the Union business representative from each of the local unions. The Society may be represented by the applicable Managers and Directors of Operations, as well as central representatives from Ontario Zone.



**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 worked all of her last regularly scheduled day of work before the public holiday and her first regularly scheduled day of work after the holiday unless reasonable cause for not doing so, is shown.

**17.03** Where an employee is eligible to be paid for a paid holiday, the employee shall be paid the average of the employees daily earnings, exclusive of overtime and travel time, and inclusive of vacation pay over a period of **(4)** four work weeks divided by 20 preceding the paid holiday.

**17.04** Where an employee qualifies for holiday pay in accordance with the provisions of this agreement, the employee shall receive credit for seniority on the basis of an average of the service hours worked during the four **(4)** work weeks preceding the holiday.

**17.05** If an employee is required to work on any paid holiday, she shall be paid for the holiday in accordance with **17.03** (provided she otherwise qualifies), and in addition will receive one and one-half ( $1\frac{1}{2}$ ) times her regular hourly rate of pay for all hours worked on the holiday. Alternatively, the employee may choose to receive one and one-half ( $1\frac{1}{2}$ ) times her regular hourly rate of pay for all hours worked on the holiday and choose a lieu day paid in accordance with **17.03** and scheduled in accordance with **17.08**.

**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, paid in accordance with **17.03**.

**17.07** Should **an** employee qualify for holiday pay and is not scheduled to work on the holiday, such employee shall be paid for the holiday or shall be entitled to take an alternative day off with pay, in accordance with **17.03** at a time mutually agreeable to the employee and the Society.

**17.08** At a time mutually agreeable to the employee and the Society, a day that is substituted for a public holiday shall be taken no more than three (3) months after the paid holiday or if the employer and employee agree, no more than twelve (12) months after the public 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;
- (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. If the employee chooses and so notifies the Society, she can defer vacation pay until such time as she takes vacation leave. 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, such an employee would be paid four percent (4 %) of that employee's wages from employment with the Society during the period April 1, to March 31, (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, such an employee would be paid six percent (6 %) of that employee's wages from employment with the Society during the period April 1, to March 31, (less deductions required by law).

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. If the employee chooses and so notifies the Society, she can defer her vacation pay until such time as she takes vacation.

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.

18.05 Where an employee schedules a vacation, the Employer shall credit the employee for each week of vacation on the basis of the average service hours worked during the preceding vacation year (April 1<sup>st</sup> to March 31<sup>st</sup>).

#### **ARTICLE 19 - JOB POSTINGS**

19.01 The Employer undertakes the responsibility of informing employees of all forty (40) hour posting job vacancies as they occur. Such notices shall remain in effect for a period of seven (7) days before the job is filled and such notices shall include the qualifications, classification rate and geographical area.

The Employer agrees to provide the Chief Steward with a copy of each job posting.

19.02 The Employer is free to temporarily fill a vacancy as it sees fit during the posting period and **up** to the time an appointment is made; and no grievance may be filed concerning such temporary arrangements until a selection has been made.

19.03 Where vacancies are posted for forty (40) hour positions and no applicants within the forty (40) hour employee group are successful in obtaining the positions, applications submitted for such posting from employees working less than forty (40) hours will be considered, prior to appointment of external applicants. In the event one (1) or more less than 40 hours employees apply, the Employer shall consider the qualifications, experience and ability of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

## ARTICLE 20 - HOURS OF WORK

### Preamble

A "40 hour employee" is an employee who commits to being available to work subject to Article 20.

A "40 hour employee" position is established by the Employer and employees may bid on such position through the Job Posting Process, Article 19.

A "40 hour employee" employee receives preferential scheduling pursuant to Article **20.02** for **80** hours in a bi-weekly period and subject to all other provisions in Article **20**.

All other employees may refuse, at their discretion, any offer of work but will indicate to the Employer an availability to work on the Availability to Work Form, which will indicate the time at which the Employer may call to offer them work. These employees are referred to elsewhere in this agreement as "employees available less than 40 hours per week."

**20.01** The purpose of this Article is to describe the factors which determine the number of hours available to be assigned to, firstly forty (40) hour per week employees and secondly, those employees available to work less than forty (40) hours per week.

**20.02** The following factors shall be considered in the scheduling of forty (40) hour per week employees:

- (a) The employee's availability to fulfill the assignment.
- (b) the skills, ability and classification required to meet the Client's needs.
- (c) continuity of care giver;
- (d) the seniority of the employee within the geographic area;

Employees shall be assigned cases on the basis of factor (d) where the employee meets the requirements of factors (a), (b), (c). In other words, the most senior forty (40) hour per week employee has the first priority in the assignment of available clients to meet her commitment to work, while the least senior forty (40) hour per week employee must meet her commitment from those assignments which remain available.

**An** employee on leave, either paid or unpaid, shall not have their existing client assignment(s) transferred to another employee while on any paid or unpaid leave up to 60 days from the date of commencement of the leave. The Society may re-assign or transfer existing assignments earlier if, in its opinion, operational reasons warrant or continuity of care to the client may be jeopardized.

Those employees available to work less than forty (40) hours shall be offered work on the same basis as above with the exception that they are not committed to take any assignments and may elect to not work when requested. Should no qualified employee be available within the geographic area or on the team, the Society may schedule the assignment in a manner consistent with the remaining terms of this agreement.

20.03 Due to the nature of the services provided by employees, certain clients may request an employee of the same sex. Similarly, where the Society has concerns regarding the conduct of a client toward an employee on the basis of sex, the Society may determine it to be appropriate to assign an employee of a particular sex.

#### **20.04 Work Schedule**

The Employer shall provide work schedules for all employees one (1) week in advance and shall cover the following calendar month.

20.05 The Employer agrees that for those employees working forty (40) hours per week, they shall:

- (i) not be scheduled to work more than seven (7) consecutive days without a day off.
  
- (ii) not be required to work weekend assignments on two consecutive weekends.

20.06 Even though an employee working forty (40) hours per week is entitled to particular days off under Article 20, she may indicate her willingness to accept assignments on scheduled days off. When such an employee works her days off, pursuant to this clause, these day (s) shall still be considered her regular days off for the purposes of this Article.

20.07 Amend "two (2) week schedule" to read "biweekly pay period". (It is understood that this change will be implemented in January 2003).

The overtime rate of one and one-half (1.5) times an employee's regular rate shall be applied and all hours worked in excess of eighty-two (82) hours in a bi-weekly pay period.

20.08 (a) Where an employee is scheduled to work five (5) or more consecutive hours the employee shall be entitled to a thirty (30) minute unpaid meal break. A further thirty (30) minute unpaid meal break shall be provided following a further five (5) consecutive worked hours. The Society shall direct the time at which the unpaid break(s) shall be taken. The foregoing shall not apply where an employee is assigned to a case in excess of five (5) hours in duration where the client is not to be left alone.

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

20.09 **Any** employee may be assigned to work any days (including weekends) or hours (subject to the requirements of Article 20.02).

20.10 Assignments to an employee in a day, after the employee has worked eight (8) hours in the day, shall be by mutual agreement. The Parties agree that an employee, may, by mutual agreement, be scheduled to work hours in excess of eighty-two (82) hours in a bi-weekly pay period subject to the provisions of this Article and Article 20.07.

No overtime shall be paid to an employee who works in excess of his regularly scheduled work hours in a bi-weekly period as a result of an approved exchange of shift for reasons of personal convenience.

20.11 (i) 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.

(ii) 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.

(iii) For the purpose of this collective agreement, "**weekend assignment**" means an assignment which commences during a weekend.

20.12(a) With two (2) weeks notice, a committed employee may transfer from their position as a forty (40) hour per week employee and become an employee working less than forty (40) hours per week provided there are sufficient hours of work available or by mutual agreement of the parties.

(b) Should such a transfer occur, an employee's actual hours of work shall be reduced through normal attrition of caseload and the Society shall not be required to remove cases from the employee's existing caseload provided that the caseload shall be reduced to the new commitment level within four (4) months of the change in commitment.

20.13 Where the Society intends to change 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 (10) calendar days after implementation of the new boundaries by the Society.



**ARTICLE 21 - TRAVEL ALLOWANCE**

**21.01** The Society agrees to pay a travel allowance of \$0.20/km to employees who, in one day, are required to travel more than one kilometer between assignments (except assignments within one building or complex).

**ARTICLE 22 - REPORTING PAY**

**22.01** 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.

**ARTICLE 23 - HEALTH AND WELFARE BENEFITS**

**23.01** Ninety days following notification by the Union, the Employer agrees to contribute to the Union administered, Trusteed Health and Welfare plan. The Union acknowledges and agrees that other than making its contributions to the plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the plan, the employer shall not be responsible for providing any such benefits and the Employer shall not be liable for anything related to the plan beyond its contribution set out in this Article.

**23.02** It is understood that the benefit plans are not part of this agreement and are not subject to the grievance and arbitration procedure.

**23.03** The Society agrees to contribute \$0.39 per hour worked for all employees, towards the coverage of eligible employees who have successfully completed their probationary period and who meet the qualification requirements outlined in the clause below. It is understood that eligible employees shall be required to pay, by way of payroll deduction, one month in advance, any premium specified by the Plan. These contributions and deductions along with the Society's contributions will be forwarded to the Trusteed Plan.

**23.04** The hours which an employee is regularly employed for the purposes of this Article, shall be determined annually on the basis of the total hours worked by the employee during the preceding twelve (12) calendar months, it being understood that an Employee must work a total of one thousand three hundred and fifty two hours in a year in order to qualify for benefits in the next year.

Annual totals shall be calculated and considered as outlined below.

**23.05** On June 1, according to the records of the employer as of May 31, the Employer shall total each eligible employees hours worked for the period June 1 to May 31 of the previous year to determine eligibility for the period July 1 to June 30.

**23.06** Where an Employee 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 employee will be reduced by three point seven (3.7) hours for each day of leave (up to a maximum of two-hundred-and-eight (208) hours).

**23.07** The parties agree that the Trusteed Plan will provide extended health care, dental, life insurance, weekly indemnity insurance and Long-term disability (LTD).

#### **ARTICLE 24 - UNIFORM ALLOWANCE**

**24.01(a)** During the period January 1 to December 31 the Society will, upon presentation of receipts, reimburse employees 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 employees 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 employees wear a Society uniform, the requirements of clauses (a) and (b), above, shall cease to apply.

## **ARTICLE 25 - MISCELLANEOUS**

### **25.01 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.

25.02 The Society agrees to provide an opportunity, once each month, for the Union Steward to meet with new employees for 15 minutes. New employees will be advised of the date and time of that month's meeting at the time of hire. Attendance at these meetings is without pay.


The Society agrees that such meetings may occur on the employer's premises if a suitable room is available.

### **25.03 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 (Employee Handbook) at the tab for "Conditions of Employment" or into the appropriate tab of her Employee Handbook as the case may be.

25.04 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.

25.05 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 employee training once the regulatory bodies announce replacement training programs and the funding models related thereto.

#### **ARTICLE 26 - DURATION OF AGREEMENT**

26.01 This Agreement shall be effective on the date of ratification hereof and shall continue thereafter until March 31, 2005. 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 no later than thirty (30) days after the date of such written notice.

26.02 Retroactive payment is to be made within thirty (30) days of the implementation of this agreement and is based on hours paid by the Employer. Employees who have left their employment will be notified by pre-paid post addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days. The Society will pay retroactivity on a separate cheque.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 8<sup>th</sup> day of September 2003.

FOR THE SOCIETY

J. Brown  
[Signature]  
M. Baker  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

Robert David  
\_\_\_\_\_  
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\_\_\_\_\_  
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RD/CPL

APPENDIX "A"  
SALARY GRID

**TIMMINS**  
**APRIL 1, 2002**

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

	<b>New Rate</b>
Level 1 New Homemaker (untrained)	\$10.26
Level 2 PA + 2 or Equivalent)	\$10.47
Level 3 1500 Hrs. Paid after Level 2	10.68
Level 4 3000 hrs. Paid after Level 2	10.90
Level 5 4500 Hrs. Paid after Level 2	11.14
Level 6 6000 Hrs. Paid after Level 2	11.38
Household Support Workers	9.75
Attendants and Homemakers required to attend Mandatory Training	9.84
Household Support Workers required to attend Mandatory Training	6.99
Homemakers and Attendant's Orientation Rate	7.83
Attendant Level 1 (Start)	10.81
Attendant Level 2 (1500)	11.35
Attendant Level 3 (3000)	11.89

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

APPENDIX "A"  
SALARY GRID

**TIMMINS**  
**APRIL 1, 2003**

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

	<b>New Rate</b>
Level 1    New Homemaker (untrained)	<b>\$10.47</b>
Level 2    PA + 2 or Equivalent)	<b>\$10.67</b>
Level 3    1500 Hrs. Paid after Level 2	<b>10.89</b>
Level 4    3000 hrs. Paid after Level 2	<b>11.12</b>
Level 5    4500 Hrs. Paid after Level 2	<b>11.36</b>
Level 6 <b>6000</b> Hrs. Paid after Level 2	<b>11.61</b>
Household Support Workers	<b>9.95</b>
Attendants and Homemakers required to attend Mandatory Training	<b>10.04</b>
Household Support Workers required to attend Mandatory Training	<b>7.13</b>
Homemakers and Attendant's Orientation Rate	<b>7.99</b>
Attendant Level 1 (Start)	<b>11.03</b>
Attendant Level 2 (1500)	<b>11.58</b>
Attendant Level 3 (3000)	<b>12.13</b>

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

APPENDIX "A"  
SALARY GRID

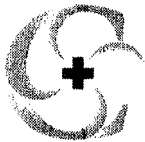
**TIMMINS**  
**APRIL 1, 2004**

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

	<b>New Rate</b>
Level 1 New Homemaker (untrained)	<b>\$10.68</b>
Level 2 PA + 2 or Equivalent)	<b>\$10.89</b>
Level 3 1500 Hrs. Paid after Level 2	<b>11.11</b>
Level 4 3000 hrs. Paid after Level 2	<b>11.34</b>
Level 5 4500 Hrs. Paid after Level 2	<b>11.59</b>
Level 6 6000 Hrs. Paid after Level 2	<b>11.84</b>
Household Support Workers	<b>10.15</b>
Attendants and Homemakers required to attend Mandatory Training	<b>10.24</b>
Household Support Workers required to attend Mandatory Training	<b>7.27</b>
Homemakers and Attendant's Orientation Rate	<b>8.15</b>
Attendant Level 1 (Start)	<b>11.25</b>
Attendant Level 2 (1500)	<b>11.81</b>
Attendant Level 3 (3000)	<b>12.37</b>

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





Community  
Health Services  
Services de santé  
communautaires  
Canadian Red Cross  
Croix-Rouge canadienne

APPENDIX "B"

Availability to Work Form

Employees Available Less Than 40 hours per Week

Name : \_\_\_\_\_

Location: \_\_\_\_\_

Geographic Team: \_\_\_\_\_

Supervisor: \_\_\_\_\_

As per Article 20, I am available to work and may be called by my employer, Community Health Services to work as follows: (Please place an "X" in the time spots where you are available to work.)

	<b>Morning</b> 0600 to 1159 (6am to 11:59am)	<b>Day</b> 1200 to 1759 (12pm to 5:59pm)	<b>Evening</b> 1800 to 2159 (6pm to 9:59pm)	<b>Overnight Shifts</b> 2200 to 600 (10pm to 6am)
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

I am available to work on the following Statutory Holidays:

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	_____

You may be offered work outside of your above listed availability based on operational needs.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please return a copy to the CSW once completed.  
Please forward a copy to your Service Coordination Centre.**

APPENDIX "C"

Re: Number of Stewards to be appointed/selected by the Union,  
Per Bargaining Unit (Article 2.01)

The Union may appoint not more than four (4) employees to act as  
Union Steward(s), one of whom shall be the Chief Steward for each  
bargaining unit identified in Article 2.01

Signed on this 8th day of September 2003.

FOR THE EMPLOYER

J. Saurer  
[Signature]  
[Signature]  
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\_\_\_\_\_  
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\_\_\_\_\_

FOR THE UNION

Robert David  
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APPENDIX "D"

Re: Number of members to be appointed/selected by the Union, per Bargaining unit to the Local Negotiation Committee.

The Union may appoint or otherwise select one (1) employee per one hundred (100) employees in the bargaining unit, rounded to the next higher hundred (100) to act as Local Negotiating Committee members, for each bargaining unit identified in Article 2.01/.

Signed on this 8<sup>th</sup> day of September 2003.

FOR THE EMPLOYER

*J. Samuel*  
*[Signature]*  
*M. Parker*  
   
   
   
 

FOR THE UNION

*Robert David*

APPENDIX "E"

**LETTER OF UNDERSTANDING**

**Re: Number of members to be appointed/selected by the Union, to the  
Regional Joint Health and Safety Committee**

The Union may appoint not more than one (1) employee to act as Occupational Health and Safety representative on the Regional Joint Health and Safety Committee for each bargaining unit identified in Article 2.01.

Signed on this 8th day of September 2003.

**FOR THE EMPLOYER**

*Josaud.*  
*[Signature]*  
*[Signature]*  
   
   
   
 

**FOR THE UNION**

*Robert Davids*

APPENDIX "F"

Re: Geographic Regions

The parties agree that the geographic regions for purposes of the collective agreement will be identified as an Appendix forming part of but not attached to the collective agreement.

The employer will review the regions and provide the Union with a draft appendix for its consideration.

Article 20.13 deals with the methods by which the parties review new boundaries or changed boundaries.

Signed on this 8<sup>th</sup> day of September 2003.

FOR THE EMPLOYER

FOR THE UNION

J. Board  
\_\_\_\_\_  
[Signature]  
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[Signature]  
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Robert David  
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LETTER OF UNDERSTANDING

Re: Calling Ahead

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.

Dated at *Toronto* this *8th* day of *September* 2003.

FOR THE SOCIETY

*Shawnd*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
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FOR THE UNION

*Robert David*  
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## LETTER OF UNDERSTANDING

**Re: Scheduling of Clients in Geographical Area**  
**For: Timmins & District**

The following constitutes an agreement regarding the scheduling of clients in the all geographic areas for which a prior agreement of Letter of Understanding has not been executed.

Scheduling will allow for a maximum travel time of twenty-five (25) 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 Labour Management Committee.
3. Proposal to be reviewed by the Labour Management Committee after the trial period.
4. Work assignments will be scheduled where the distance is twenty-five (25) 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 Twenty-five (25) 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. Where this occurs, the Homemaker must accept the assignment or it will be treated as work refusal.



7. The Labour Management Committee may reach agreement with respect to travel zones which comply with this twenty-five (25) minute objective.
8. Either Party may cancel this Letter of Understanding upon sixty (60) days notice in writing.
9. Should Community Health Services, Canadian Red Cross reorganize, add or eliminate geographic areas, the Labour Management Committee shall meet to discuss and make amendments to any objective travel zones defined pursuant to paragraph 7, above.

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

In witness whereof each of the parties has caused this Agreement to be signed by the duly authorized representative this 8<sup>th</sup> day of September, 2003.

Signed by the Union

Robert Davich  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by Community Health Services, Canadian Red Cross

Josavad.  
\_\_\_\_\_  
W. White  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

### Re: STATUTORY HOLIDAY SCHEDULING

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

**Group 1**

December 25 (Christmas Day)  
December 26 (Boxing Day)  
January 1 (New Year's Day)  
July 1 (Canada Day)

**Group 2**

Good Friday  
Victoria Day  
Labour Day  
Thanksgiving

2. 40 Hour Employees shall select two (2) holidays from Group 1 in which they shall be available to work during the contract year (April 1 to March 31). If 40 Hour Employees, employees are not equally distributed amongst the holidays after making their selections, the Society may redistribute 40 Hour Employees in reverse order of seniority.

In the second contract year, 40 Hour Employee selections from Group 1 shall be reversed/rotated so that the two holidays that were not selected in year one will be the two holidays in which the 40 Hour Employee shall be available to work in the second contract year (e.g. if December 25 and January 1 were selected to work in year 1, then December 26 and July 1 will be automatically selected in year 2). For 40 Hour Employees, this selection shall take priority over Article 20.05 (ii).

3. 40 Hour Employees shall also be available to work, and may be required to work, on the holidays in Group 2 where the holiday in Group 2 immediately precedes or follows the weekend in which the 40 Hour Employee may be required to work pursuant to Article 20.05(ii).

4. It is understood by both parties that until the 40 Hour positions are implemented, the above conditions in sections 2 and 3 will apply to all employees.

Signed on this 8<sup>th</sup> day of September, 2003

FOR THE EMPLOYER:

*James*  
*[Signature]*  
*M. J. [Signature]*  
   
   
   
 

FOR THE UNION:

*Robert David*

## LETTER OF UNDERSTANDING

**Re: Health And Welfare Benefit, Clarification if Agreed Language, Article 23.**

- (a) For greater certainty, Article 23.02 does not preclude a grievance or arbitration concerning the application of Article 23.03.
- (b) For greater certainty, existing Article covering Uniform Allowance is not deleted, but will be renumbered in the renewal agreement.
- (c) For greater certainty, the parties understand that, until the Union administered Trusteed Health and Welfare Plan is implemented, Article 23 from the collective agreement expiring March 31, 2002 will apply.

This language is set out below :

### CURRENT HEALTH AND WELFARE BENEFITS

- .01 A same sex spouse will be eligible to be a dependant for insured benefits.
- .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 employees 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.
- .03 Eligible employees 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. Employees 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.

.04 The hours which an employee 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 employee or Attendant during the preceding three (3) calendar months, it being understood that a employee 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.

.05 Quarterly totals shall be calculated and considered as follows:

(i) on March 1 the Society shall total each employee'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 employee'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 employee'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 employee'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 employee 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 employee 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.

- .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 .02, .03 or .07.
- .07 The Society reserves the right to change insurance carriers provided that the benefit coverage as a whole is not fundamentally reduced.

Dated at *Toronto* this *8<sup>th</sup>* day of *September* 2003.

FOR THE SOCIETY

*J. Howard*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
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FOR THE UNION

*Robert David*  
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LETTER OF UNDERSTANDING

Re: Drafting The Collective Agreement

The parties agree to meet subsequent to ratification to review the placement of provisions in the collective agreement.

Dated at *Toronto* this *8th* day *September* 2003.

FOR THE SOCIETY

*Josand.*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
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FOR THE UNION

*Robert David*  
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