

# **COLLECTIVE AGREEMENT**

BETWEEN

**PERSONAL ATTENDANT CARE INC.**

AND

**HEALTH CARE AND SERVICE  
WORKERS UNION LOCAL 304**

AFFILIATED WITH THE

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

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**Duration: April 1, 2010 – March 31, 2012**

## INDEX

<u>Title</u>	<u>Article No.</u>	<u>Page No.</u>
Absence from Work and Reporting .....	15 .....	37
Arbitration .....	23 .....	49
Classification and Wage Schedule.....	Schedule A .....	53
Discharge, Suspension and Warning .....	21 .....	46
Duration.....	24 .....	52
Grievance Procedure .....	22 .....	47
Step 1 .....	.....	49
Step 2 .....	.....	49
Health Benefits and Pension .....	13 .....	32
Benefit Premiums .....	.....	33
Pension Plan .....	.....	35
Health & Safety and WSIB .....	19 .....	43
Holidays.....	11 .....	26
Hours of Work, Work Schedules and Overtime.....	8 .....	16
Job Classifications, Rates of Pay, Responsibility Allowance and Call-ins.....	7 .....	11
Shift Premium.....	.....	15
Joint health & Safety Committee .....	18 .....	43
Leaves of Absence-Bereavement, Maternity, Adoption & Parental Leave And Stewards Leave .....	16 .....	38
Letter of Understanding.....	1 – 3 .....	55 – 59
Probationary Period, Orientation And Evaluations .....	6 .....	10
Public Sector Compensation Restraint To Protect Public Services Act.....	LOU.....	60
Purpose .....	1 .....	1
Recognition .....	2 .....	2
Supervisory .....	.....	3
Subcontracting .....	.....	3

Management Rights .....	3	
Seniority and Layoffs.....	12 .....	28
Sick Leave.....	14 .....	36
Strikes or Lockouts.....	4 .....	7
Training Assistance, Jury Duty and In-Service Meetings .....	20 .....	45
Travel Allowance .....	17 .....	42
Uniform Allowance .....	18 .....	43
Union Membership and Checkoff.....	5 .....	8
Union Representation .....	3 .....	4
Bulletin Board.....		6
Vacancies, Job Postings, Hiring And Transfers.....	9 .....	21
Vacation and Vacation Pay .....	10 .....	23

# **COLLECTIVE AGREEMENT**

Between

**PERSONAL ATTENDANT CARE INC.**  
hereinafter referred to as the "Employer"

-and-

**HEALTH CARE AND SERVICE  
WORKERS UNION LOCAL 304**  
affiliated with the  
**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
hereinafter referred to as the "Union"

**Duration: April 1, 2010 – March 31, 2012**

## **ARTICLE 1 - PURPOSE**

- 1.01 The parties to this Agreement desire to foster and maintain a relationship between the Employer and the Union which is in every respect conducive to their mutual well-being, to provide the means to establish and maintain satisfactory working conditions, hours of work, wages and benefits for all employees within the bargaining unit, for the prompt and equitable disposition of grievances, and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Health Care and Service Workers Union Local 304, affiliated with the Christian Labour Association of Canada as the exclusive bargaining agent for all employees of the Employer, save and except supervisors, persons above the rank of supervisor, and clerical staff.
- 2.02
- a) A full-time employee is defined as a person who regularly works more than 35 hours per week within their agreed upon availability.
  - b) A part-time employee is a person who is scheduled a minimum of twenty-five (25) hours per week but less than 35 hours per week, within their agreed upon availability.
  - c) A casual employee is a person who is scheduled less than twenty-five (25) hours per week within their agreed upon availability.
  - d) It is agreed and understood that these hours definitions do not represent any guarantee of work.
  - e) Whenever the singular or feminine is used in the Agreement, it shall be considered as if the plural or masculine has been used where the context or the party or parties hereto so require.

2.03 a) **Supervisory**

Personnel outside the bargaining unit shall not perform work normally done by employees in the bargaining unit if that would mean less available work for the latter.

b) **Subcontracting**

The Employer will not subcontract work if it would result in bargaining unit personnel being laid off or to work fewer hours than they would normally work.

The Employer agrees not to contract out bargaining unit work and non-bargaining unit personnel will not perform bargaining unit work except where the Employer does not have, or cannot reasonably acquire, the required skills or equipment, or in emergency situations where client care needs are at risk.

2.04 **Management Rights**

The Union recognizes that it is the right of the Employer to manage the facility and to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay off or recall employees, subject to the terms of the Collective Agreement;

- c) suspend or otherwise discipline employees for just cause provided that a claim by an employee that she has been unjustly dealt with will be subject to the grievance procedure;
- d) to determine the work to be done, the location, methods, work assignments and the schedule for the performance of such work;
- e) make, enforce, and alter from time to time reasonable policies and operational procedures and processes to be observed by the employees.

2.05 In the event that any law passed by parliament renders null and void or alters any provision of this agreement, remaining provisions of the agreement shall remain in effect for the term of the agreement. When this occurs the parties will meet upon the request of either party with a view of finding an appropriate substitute for the annulled or altered provision. Failing settlement, the dispute shall be submitted to binding arbitration.

### **ARTICLE 3 – UNION REPRESENTATION**

- 3.01 a) It is acknowledged by both parties that client needs are of paramount importance and with that understanding the union will endeavour to recruit stewards and bargaining committee members from four (4) geographical areas. The union agrees to notify the employer in writing of the names and effective dates of stewards.

- b) The parties agree that the same steward will deal with a grievance from start to finish, except in unforeseen circumstances in which case another steward may become involved.
- c) CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of the Agreement and to enforce all rights of the employees under this Agreement.

3.02 The Employer agrees that the Stewards shall not be hindered, coerced, restrained or interfered with in any way with the performance of their duties, while investigating disputes and presenting grievances. They shall suffer no loss of pay for the time so spent. The Union understands and agrees that each steward is employed to perform work for the Employer and will not leave the work site during working hours except to perform the duties under this agreement. Therefore, no steward shall leave the work site without first obtaining the permission of the supervisor, which permission shall be obtained where practical, on or before the end of the shift immediately preceding the shift in which the steward intends to exercise the functions hereunder. It is further understood that such permission shall not be unreasonably withheld and that a steward shall, in the exercise of the functions hereunder, take every possible step to minimize and prevent any disruption in the normal day to day operation and work of the employees.

3.03 During orientation programs for new employees, the Employer agrees to provide, at a time acceptable to it and

the Union, an opportunity for the Union to meet with new employees.

3.04 The Union has the right to appoint members to the bargaining committee to a maximum of four (4).

3.05 a) The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Chief Executive Officer or designate.

b) **Bulletin Board**

The Employer will provide a bulletin board for the Union's purposes. Nothing shall be posted on the bulletin boards without the approval of the Chief Executive Officer, which shall not be unreasonably withheld.

3.06 A labour-management committee shall be established consisting of two (2) stewards and up to four (4) stewards with the CLAC Representative and such Employer representatives as the Employer may deem appropriate. Additional stewards up to a maximum of four (4) may attend a committee meeting for mutually agreed upon major issues in advance. Notice must be given prior to the completion of schedules. Other individuals may be included as required and as mutually agreed between the parties.

The committee shall meet three (3) times yearly (or as requested and mutually agreed to by the parties, at a mutually agreed to time and place). The Employer will pay

one (1) hour of wages at their regular rate of pay per Steward on the Labour/management committee three (3) times per year.

The Chair of the meeting shall rotate between the Union and the Employer from meeting to meeting.

If minutes are to be kept of the meeting, before they are posted, they shall be agreed to by both parties.

The committee shall concern itself with general matters of mutual interest related to:

- 1) Constructive criticisms of activities to improve relations between the Employer and the Union;
- 2) Reviewing suggestions from the Employer, the Union or employees, questions of working conditions, and service (but not grievances); and
- 3) Attempting to correct conditions causing grievances and misunderstandings.

The committee shall not have the power to add, amend, delete or change any part of the collective agreement.

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

- 4.01 During this Agreement, the Union shall not permit or encourage any strike, slowdown or stoppage of work, or picketing, and shall not otherwise restrict or interfere with the Employer's operations through its members.

4.02 During this Agreement, the Employer shall not lock out any of its employees.

## **ARTICLE 5 – UNION MEMBERSHIP AND CHECKOFF**

- 5.01 a) Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a steward in order to give the steward an opportunity to describe the Union's purposes and representation policies to the new employee.
- b) The Employer and the Union shall agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transferring, lay-off, recall, discipline, discharge, by reason of any enumerated ground in the *Ontario Human Rights Code*, nor by reason of the employee's membership or activities, or lack thereof, in the Union or otherwise.
- 5.02 a) The Employer is authorized and shall deduct each pay period an amount equal to Union dues from each employee's pay. Such deductions shall go into effect with the first full pay period of employment of an employee. The Employer shall also deduct any

authorized initiation fees owing to the Union. The total amount checked off will be turned over to the Union treasurer before the 15<sup>th</sup> of the month after the checkoff is made, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. The Employer shall not deduct more than one (1) pay period's dues from any one paycheque of an employee. The Employer shall be saved harmless for all deductions and payments made. The total amount of union dues annually paid by an employee shall be indicated on the employee's T-4 slip.

- b) Employees who have not worked in a month and are off work for whatever reason for a month or more shall, upon return to work, be deducted only one (1) pay period's back dues or amount equal to dues in addition to the regular deduction.
- c) Employees who cannot support the Union because of conscientious objection, as determined by the Union's internal guidelines may apply to the Union in writing, explaining their objection and requesting that their deducted monies be forwarded to a registered Canadian charitable organization. Where the Union is satisfied that an employee cannot support the Union or any other trade union because of conscientious objection, the Union and the employee will select a charitable organization by mutual agreement and the Union will forward the deducted monies to the organization at the end of the calendar year.

**ARTICLE 6 – PROBATIONARY PERIOD,  
ORIENTATION AND EVALUATIONS**

- 6.01 a) New employees shall serve a probationary period of four hundred and fifty (450) work and paid hours of employment for full-time, part-time and casual employees before acquiring rights under this Agreement. During the probationary period, the termination of a probationary employee shall be at the sole discretion of the Employer. Further, it is understood that the labour arbitration doctrine of “just cause” does not apply in the termination of a probationary employee.
- b) During the probationary period, the termination of a probationary employee shall be at the sole discretion of the Employer. Probationary employees are excluded from the grievance procedure with respect to discharge.
- c) During the probationary period the availability agreed upon at time of hire will be adhered to throughout probation as a casual employee.
- 6.02 On or before the expiry date of an employee's probationary period, the Employer will confirm in writing that:
- a) the employee has successfully completed her probationary period; or
- b) the employee is terminated.

6.03 Probationary employees are covered by this Agreement excepting those provisions which specifically exclude such employees, or which otherwise modify their rights and entitlements.

6.04 The Employer annually reviews and evaluates each employee as to her overall work performance. The employee shall be given her own copy of such an evaluation and may make comments on it before the original is placed in her file.

It is understood that evaluations will operate independently of the disciplinary process set forth in Article 20.

**ARTICLE 7 – JOB CLASSIFICATIONS, RATES OF PAY, RESPONSIBILITY ALLOWANCE AND CALL-INS**

7.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Agreement and forms a part of it.

7.02 a) Wages shall be paid on a bi-weekly basis provided that each employee submits their pay chart by 13:00 hours on the Monday proceeding the pay day in question. Should the Employer require the pay charts to be submitted earlier they shall provide not less than three (3) days notice.

b) Where an employee notifies the Chief Executive Officer of an error by the Employer on her paycheque within twenty-four (24) hours of receipt of

the paycheque, then the Employer shall correct the error as expeditiously as possible, within three (3) working days of receiving notification of the error. Where the error is greater than twenty-five dollars (\$25.00), a separate cheque shall be issued to the employee. Where the error is smaller than twenty-five dollars (\$25.00), the Employer may add the amount to the employee's next paycheque.

- 7.03 When new positions are created, the Employer will advise the Union in advance of the nature of the position and the proposed salary rate and, if the Union is not satisfied with the wage rate, the Union shall notify the Chief Executive Officer within thirty (30) days of notification of the new rates and negotiations of the rates shall commence. Failing settlement on the rates, the dispute shall be submitted to binding arbitration and such new or changed classification and wage rate shall become part of this agreement.
- 7.04 When an employee reports for a scheduled shift or is called in, she shall work a minimum of one half (1/2) hour or receive pay in lieu thereof. Likewise, if a client cancels a visit the Employer shall inform the employee of the cancelled visit immediately. The Employer shall pay the employee one half (1/2) hour pay if the service was to be less than three (3) hours or will pay the employee one (1) hour pay if the service was to be three (3) hours or greater.
- 7.05 The Employer shall maintain a list of employees for the purpose of call-in which is available for review by the Union. Employees on the call-in shall be called in order of

seniority, with consideration to geographical location, employee availability, and client needs, beginning with the most senior employee, until the staff shortage is filled.

Succeeding call-ins will commence with the person listed below the last person to accept a call-in, and call-ins will continue on this basis through the whole list. An employee who is not at home, whose line is busy, who does not answer or accept a call-in, shall not be called again until her name comes up again in the rotation. Where applicable, if a call-in is answered by an answering machine, the Employer shall leave a message that a call-in is available and for what shift, before hanging up. The Employer will continue its efforts to fill the staff shortage, but if the employee responds and is ready to work prior to the call-in vacancy being filled, she shall be permitted to take the call-in.

The Employer shall bypass on the list an employee who would otherwise become eligible for overtime rates of pay for the call-in, unless all employees available for the call-in are eligible for overtime rates of pay, in which case the employee shall not be bypassed.

In the case of an alleged error in the order of call-in, the error must be reported to the Human Resource Manager or her designate. When the error is confirmed with the Human Resource Manager or her designate, some other compensatory shift will be arranged from the immediate call-in sheet as soon as possible. The compensatory shift will be determined collaboratively with the Human Resource Manager or her designate and the employee. Such similar shift(s) will amount to the same number of

hours at regular pay and other benefits attached to the “missed shifts(s)” and will not result in overtime pay unless the missed shift was an overtime shift.

If the employee is unable to accept the first offered available shift that does not result in premium pay, a second and final similar shift offer at regular pay will be made from the immediate call-in sheets, and the claim for compensatory shift will be deemed satisfied.

Employees may request to remove their name from the call in list. Their request will be in affect for a minimum of one (1) month to a maximum of six (6) months. On the completion of the six (6) months the employee will be reinstated to the call in list, unless another request is submitted. Employees will be charged an administrative fee of ten dollars (\$10.00) for every fourth (4<sup>th</sup>) or more change in a calendar year.

Employees who refuse three (3) call-ins in a two (2) week period will be removed from the call-in list for a period of three (3) months. This penalty shall not be invoked for failure to respond due to the call-in being outside the employee’s availability, on the employee’s day off or when an employee is servicing another client. Employees must inform the caller that this is the reason they are refusing.

- 7.06 Employees shall not receive phone calls regarding their availability to work between 2200 hrs and 0600 hrs, except in cases of emergency. It is understood, however, that an employee may be called up to one and one-half (1 ½) hours prior to the start of a shift for which the employee is required.

7.07 Any employees required to be on stand-by outside of their scheduled hours will be paid a stand-by premium of two dollars and fifty cents (\$2.50) per hour. If called out to work, the employee will receive their regular rate for the hours worked.

7.08 **Shift Premium**

- a) Employees who work between the hours of 1600 and 0600 will be paid a shift premium of sixty cents (\$0.60) /hour;
- b) Employees who work between the hours of 1600 on Friday and 0600 on Monday will be paid a weekend premium of sixty cents (\$0.60) per hour.

7.09 When an employee transfers to a different job classification the following shall apply:

- a) If the job is a higher-rated classification, the employee will receive her current rate or the start rate for the new position, whichever is greater. She will then progress through the wage rates of the classification with job classification seniority dating from the date the transfer became effective.
- b) If the job is a lower-rated classification, the employee will receive the step rate in the new classification for the same step she was at in the former classification.

- c) If the transfer is at the Employers request on a temporary basis the employee shall not suffer any loss of pay.
- d) When an employee temporarily leaves or performs the duties of a higher paying classification for a period of more than one (1) day, she shall receive the start rate of the higher classification or the current rate of pay, which ever is the greater.

**ARTICLE 8 – HOURS OF WORK,  
WORK SCHEDULES AND OVERTIME**

- 8.01
- a) The Union recognizes the unique nature of the home care services sector and the need to maximize client satisfaction as an integral aspect of the success of the enterprise. The Employer recognizes the need to maximize predictability and certainty in the scheduling of hours.
  - b) Ability shall be a factor when scheduling clients. The following criteria shall be used to define ability:
    - i) physical ability to provide appropriate client care;
    - ii) client preference for a specified care-giver or for a care-giver of the same sex;
    - iii) language and cultural needs of the client;
    - iv) continuity of care, where the lack of continuity would likely lead to an adverse effect on the health of the client.

- c) Employees who lose client hours during a schedule, through no fault of their own resulting in their hours dropping below their classification hours, will be entitled to first rights of pick up to replace lost hours, either by the uncovered list or first available call-in. If an employee does not accept two (2) of the call-in shifts the Employer's obligations will be deemed satisfied.

The lost client hours will be replaced on the next schedule in accordance with Article 8.01 (b).

- d) The Employer will use its best efforts to ensure that senior employees who have not restricted their availability shall not normally receive fewer hours than junior employees within their classification where ability, suitability and geographical location are relatively equal. It is understood by all the parties that some minor variations in the distribution of hours may exist.
- e) The Employer will use its best efforts to ensure that senior employees who have restricted their availability shall not normally receive fewer hours than junior employees who have similar restrictions within their classification where ability, suitability and geographical location are relatively equal. It is understood by all the parties that some minor variations in the distribution of hours may exist.

8.02 Employees shall be paid overtime at the rate of one and one-half (1 1/2) times their straight time hourly rate for all hours worked:

- a) In excess of ten hours per day;
- b) In excess of forty-four (44) hours in a one-week period, or such other amounts as may be authorized by the *Employment Standards Act*, as amended from time to time;
- c) "Hours worked" shall not include time spent traveling to and from clients' homes and from home to first client and from last client to home.

8.03 All overtime must be authorized by the supervisor, and a call-in is deemed to constitute such authorization. There shall be no pyramiding of overtime and/or premium pay under any provision of this Agreement.

- 8.04
- a) Changes in current shift arrangements may be introduced by management to improve the efficiency of the operation or the quality of care for the clients.
  - b) Full-time employees will have a minimum availability of 0600 to 1600 for days and 1600 to 2400 for evenings. Part-time employees will have a minimum availability of 0700 to 1500 for days and 1600 to 2400 for evenings. Letter of Understanding is in effect for part-time employees with a different availability as of April 29, 2004.

Casual employees must file availability requests with the Employer at time of hire. The Employer has the discretion to consent to changes of availability as may be requested from time to time. The Employer will endeavour to schedule casual hours by seniority,

with due consideration to client service and availability.

- c) Part-time employees as defined in Article 2.02 will be scheduled for a minimum of twenty-five (25) hours/week. When, due to circumstances out of the control of both parties, there are not enough hours, the Employer will distribute hours based on seniority to achieve the twenty-five (25) hours/week.
- d) Casual employees shall have all available hours distributed on a seniority basis.
- e) The Employer shall endeavour to schedule employees in the immediate geographical regions of their residence. It is understood and agreed that employees can be assigned throughout the geographical region of their residence and throughout the Durham region as operations may require.

8.05 All employees working in excess of a five-hour shift shall be granted a one-half (1/2) hour unpaid lunch, to be taken during a natural break in the employee's work routine. All employees working eight (8) hours or more in a shift shall be given a one-half (1/2) hour paid break.

8.06 All employees will be scheduled to work no more than every other weekend. Employees may voluntarily agree to work more weekends.

8.07 a) No employee shall be scheduled to work more than seven (7) consecutive days unless the employee

agrees otherwise. This restriction will not apply to employees who accept shifts through the call-in procedure.

- b) Employees may exchange working days and off days, or one (1) shift time for another with another employee, provided such exchange is approved by the Employer. Such requests will not be unreasonably denied. However, the Employer specifically reserves the right to reject such request, where it's operational needs dictate and where any employee working the extra shift would thereby attract overtime rates. Under normal circumstances, employees shall give at least forty-eight (48) hours notice of such a proposed exchange. This provision shall also apply to shift give-aways. The employee giving away the shift and the employee accepting the shift are required to confirm the change with the Employer.

8.08 The Employer shall not transfer an employee to a different shift unless this is mutually agreed upon by the Employer and the employee.

8.09 The Employer shall post work schedules on a two (2) week basis at least one (1) week prior to the effective day of the schedule. No changes shall be made in the schedule after it has gone into effect, unless there is agreement with the employee(s) concerned. In the case of unforeseen circumstances the call-in procedure must be exhausted before any changes in the schedule are made.

8.10 Any employee called in during a paid leave shall be paid one and one-half (1 1/2) times their regular rate.

**ARTICLE 9 – VACANCIES, JOB POSTINGS,  
HIRING AND TRANSFERS**

- 9.01 When a full-time or part-time vacancy occurs, or a temporary full-time vacancy of an expected duration of three (3) months or more, or a new full-time position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin boards for a minimum of seven (7) calendar days. Should the Employer exercise its management right to postpone or not fill a vacancy, the Employer will notify the Union. The hours vacated by a temporary part-time vacancy of greater than three (3) months will be distributed based on seniority with due consideration to client needs and geographical restrictions.
- 9.02 a) Each job posting shall contain the following information:
- 1) nature of the position,
  - 2) qualifications,
  - 3) knowledge,
  - 4) education and skills required,
  - 5) shift if any,
  - 6) wage or salary rate or range,
  - 7) where necessary, duration of vacancy, and
  - 8) geographical area.
- b) If a vacant position cannot be filled with employees that are employed, the Employer shall give preference to an employee on layoff provided that employee is qualified to perform the work.

- 9.03 The Employer shall post the original bargaining unit vacancy and, in the event the original posting is filled on the basis of an internal posting, the posting for the resulting vacancy. After the original and subsequent posting, the Employer may hire from external sources.
- 9.04
- a) When filling a vacancy, in the event that one or more employees apply, and where qualifications, client needs, ability and geographical restrictions are relatively equal, seniority shall prevail. Culpable absenteeism may be a consideration.
  - b) At the time a vacancy is filled, and if the applicant to whom it is given is not the most senior applicant, the Employer shall provide other seniority applicants with the reasons they were refused the position.
  - c) Successful applicants will be notified in writing of the effective date of the new position.
  - d) Temporary posting will indicate the projected end date. The temporary posting can be terminated by either party at any time during the term of the temporary posting given four (4) weeks notice.
- 9.05 If, during or at the end of a thirty (30) day trial period which immediately follows the date of an appointment, the successful applicant is found incapable of performing the duties of the available position or should the employee find the position unsuitable, then the individual shall be returned to her former position and wage rate without loss of seniority. Any other employees promoted or transferred because of this rearrangement of positions shall also be

returned to her former position. In such cases, the Employer will select the next senior qualified employee from the initial posting or, if no suitable applicant remains, may hire from external sources.

9.06 The Employer may fill vacancies on a temporary basis until a permanent candidate has been selected.

9.07 An employee selected to fill a temporary position shall return to her former position without loss of seniority when the temporary position has expired. Any other employee promoted or transferred as a result of the temporary position shall also be returned to her former position without loss of seniority.

9.08 Employees who are on vacation, maternity leave, jury duty or approved leave of absence must indicate in advance in writing, to the Employer, their desire to apply for a posting if such posting should first go up during their absence and within four (4) weeks of their originally projected date of return. If such an applicant is granted the position, the Employer shall fill the vacancy temporarily but only to the agreed upon projected date of return agreed to by the Employer.

## **ARTICLE 10 – VACATION AND VACATION PAY**

10.01 Employees shall be entitled to vacations according to the following schedule:

No employee shall be entitled to vacation until after the first full year of employment.

<b>Period Worked</b>	<b>Vacation Pay % of Gross Annual Earnings</b>	<b>Time Off</b>
More than 1 year but less than 3 years	4%	2 weeks
More than 3 years but less than 5 years	6%	3 weeks
More than 5 years but less than 13 years	8%	4 weeks
More than 13 years but less than 20 years	10%	5 weeks
More than 20 years	12%	6 weeks

- 10.02 The date for determining the “years worked” is equal to 1820 hours worked as per Article 12. 02 b).
- 10.03 From March 1<sup>st</sup> to March 31<sup>st</sup> each year; employees may submit a vacation request form to their supervisor or designate indicating the time during which she prefers to take vacation.
- 10.04 The completed vacation schedule shall be determined by the Employer by April 30<sup>th</sup>. The guiding factor shall be seniority, with due consideration to client needs.
- 10.05 The Employer shall inform the employee of the final schedule on or about April 30. This schedule shall not be changed except with the consent of the Employer and the employee(s) affected.

- 10.06 Employees who submit a vacation request after the March 31 deadline shall be granted vacation on a first-come, first-served basis. The Supervisor shall be required to approve or deny such requests within three (3) weeks of receipt. Such requests will not be unreasonably denied.
- 10.07 The Employer reserves the right to decline or to approve vacation requests for greater than three (3) weeks in the period June 1 to September 15.
- 10.08 Each month the Employer will remit to a vacation pay trust fund administered by the Union, the vacation pay of every employee. The remittance shall be accompanied by an itemized list indicating the names of the employee concerned and the amount of vacation pay for each. The trust fund is administered by the Union and employees shall direct all inquires for payment to the Union.

Each remittance shall be made by the fifteen (15<sup>th</sup>) of each month for the credited amounts in the previous month.

The income tax to be deducted from each employee's bi-weekly pay cheque shall be calculated to include the appropriate amount of bi-weekly vacation pay. It is understood that once deducted from the employee's wages, such funds are considered a Trust Fund in the hands of the Employer until the money is remitted to the Union's Benefit office.

The Union acknowledges that the Employer's remittance of vacation pay as set out herein discharges its obligation to pay vacation pay to each employee as required under

the Employment Standards Act 2000 and this Agreement. The Union further agrees to indemnify the Employer and save it harmless against any and all claims which may arise in complying with the provisions of this Article.

## **ARTICLE 11 - HOLIDAYS**

- 11.01 a) Employees shall be entitled to the following holidays paid at regular rates:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and two (2) floating holidays.

- b) Each employee shall have the right to select her floating holiday within the calendar year. The floating holiday however, cannot be carried forward from one year to another. Employees shall give three (3) weeks' notice of their desire to take a floating holiday. An employee shall not be entitled to a floating holiday until after being employed for six (6) months.

- 11.02 a) An employee who qualifies for a paid holiday shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for each hour worked, in addition to regular wages for the holiday. Instead of receiving regular wages for the holiday, an employee may, at her request, take a mutually agreed lieu day with pay within sixty (60) days after the named holiday. If an employee chooses to take a lieu day

she must indicate that choice, but not necessarily the specific date, on her payroll otherwise it will be paid out on that pay.

- b) An employee who does not qualify for a paid holiday shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for each hour worked for the statutory holidays mentioned under Article 11.01 (a) with the exception of the floating holiday.

11.03 If a paid holiday occurs on an employee's regular day off or during the employee's vacation period, the employee will receive an additional day's pay or exercise the in lieu option as under Article 11.02, or receive an additional day off with pay consecutive to her vacation time, the choice being at the discretion of the employee.

11.04 a) An employee does not qualify and is not entitled to holiday pay unless she completes her last scheduled shift before the holiday and her first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by her supervisor or administrator, or if she is ill on one of the qualifying days and produces an appropriate Doctor's certificate.

- b) No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday, she shall only receive holiday pay.

11.05 a) Employees will be required to work, in each year, either Christmas Day along with Boxing Day or New Year's Day. The Employer shall not schedule her for

the same days in the following year, unless the employee requests otherwise.

If the Employer, in an emergency situation, must schedule for both pairs of holidays the Employer will schedule in reverse order of seniority. Where an employee volunteers to work the second pair of consecutive days in any given year, she will be required to work one of the two pairs in the succeeding year.

- b) Employees can volunteer for any statutory holidays of their choice. Employees will be scheduled by seniority on the statutory holidays.

If there are not enough employees who volunteer to work on the statutory holidays the Employer will schedule in reverse order of seniority. However, an employee will not be scheduled two (2) consecutive statutory holidays.

## **ARTICLE 12 – SENIORITY AND LAYOFFS**

12.01 Seniority is defined as the length of service of an employee within the bargaining unit from the last date of hire calculated by hours worked.

12.02 a) The Employer shall maintain a seniority list indicating each employee's date of hire and accumulated hours and shall make copies available to the Union every six (6) months.

- b) Seniority will accrue based on hours worked, with eighteen hundred and twenty (1820) hours representing one (1) year of seniority.
- c) Hours worked and paid for, hours not worked and paid for by the Employer, hours paid for under a W.S.I.B. claim, vacation time, paid holidays, maternity and adoption leave shall be considered hours worked for the purpose of computing seniority.

12.03 An employee's seniority rights shall cease to exist and the employee shall be deemed to have terminated employment if an employee:

- a) voluntarily quits the employ of the Employer;
- b) is discharged and such discharge is not reversed through the grievance procedure;
- c) fails to report on the first day following the expiration of a leave of absence, unless a justifiable reason acceptable to the Employer is given promptly. The Union may grieve the definition of acceptable;
- d) is laid off for a continuous period of more than twelve (12) months;
- e) has been absent for two (2) consecutive working days without having notified the Employer, unless a justifiable reason acceptable to the Employer is given promptly. The Union may grieve the definition of acceptable;

- f) retires;
- g) Is off work due to illness or accident for a period of twenty-four (24) months or a period of time consistent with the Ontario Human Rights Code.

12.04

- a) Layoff is defined for the purpose of this Agreement as meaning any substantial reduction in hours or a complete loss of hours of work (i.e. fully laid off.)
- b) In case of layoffs, the Employer recognizes the seniority standing of each employee as the continued performance of the work permits. Ability to perform the available work and client service needs being relatively equal, seniority shall prevail so that the employee having the highest seniority shall be laid off last and recalled first.
- c) Full-time employees may elect not to accept a transfer to a lower classification and may instead elect to be fully laid off maintaining recall rights.
- d) All employees shall be laid off in accordance with their placement on the seniority list. Employees shall not be laid off unless the next most senior employee has the skill and the ability to do that person's work. Part-time employees shall not displace full-time employees.
- e) During a time off layoff, hours of work that become available as a result of employee absences (vacation or other reasons), for up to six (6) weeks, shall be made available first of all by seniority to full-time employees who have had their hours reduced.

- 12.05 Notice of layoff shall be given by the Employer to the employee concerned, as well as to the Union, in accordance with the *Employment Standards Act*. A decision to accept a transfer, in the case of a layoff, must be made by the employee within two (2) working days from the notification of her layoff.
- 12.06 An employee who is recalled to work after a layoff must return to work within two (2) working days if unemployed and within seven (7) working days if employed elsewhere. An employee employed elsewhere shall notify the Employer of her intent to return within two (2) working days of receipt of the notice of recall. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address. Employees who have been fully laid off with recall rights, and who have indicated that they wish to receive call-in requests, may remain on the call-in lists in departments in which they are qualified to work. These employees will be called in to work in accordance with their seniority, provided they are available and have the skill and ability to do the work.
- 12.07 Any employee transferred to a position outside the bargaining unit shall retain, but not accrue, her seniority for a period of up to six (6) months in the event she transfers back within the bargaining unit, provided the employee has been continuously employed by the Employer while outside the bargaining unit.
- 12.08 It is the employee's responsibility to keep the Employer fully apprised of her present address and telephone number for the purposes of any obligation of the Employer

in this collective agreement, with respect to contact, call-in, recall or such other notifications as may be required.

### **ARTICLE 13 – HEALTH BENEFITS AND PENSION**

13.01 For full-time employees the Employer agrees to contribute ninety percent (90%) of the premium costs of the benefits package, excluding long-term disability. Employees shall pay one hundred percent (100%) of premium cost for long-term disability coverage. The benefit package includes:

- a) Life Insurance Plan providing 1.5 times annual salary to a maximum of \$125 000 life insurance coverage.
- b) Accidental Death & Dismemberment benefit of 1.5 times annual salary to a maximum of \$125 000.
- c) Extended Health Care benefits including a ninety percent (90%) Employer paid Drug Plan allowing dispensing fees to a maximum of six dollars and fifty cents (\$6.50) and a vision plan of two hundred dollars (\$200) per single or family member with fifty dollar (\$50) eye exam coverage once every twenty-four (24) months.
- d) A dental plan with a ninety percent (90%) co-insurance and current ODA rates.

13.02 For part-time employees currently receiving benefits or are waiting for enrolment as of May 29, 2002, the

Employer agrees to contribute ninety percent (90%) of the premium costs of benefits package, excluding long-term disability. Employees shall pay one hundred percent (100%) of premium cost for long-term disability. For new part-time employees who have worked for six (6) months, they will be eligible for enrolment in the benefits package, and at such time, the Employer will contribute fifty percent (50%) of the premium cost excepting long term disability and the employee will pay one hundred percent (100%) of the long term disability premium.

### 13.03 **Benefit Premiums**

The Employer shall continue to pay the premiums, provided the employee continues to pay its portion, as follows:

- a) during the calendar month in which a layoff occurs;
- b) while the employee is off due to illness and is receiving disability benefits from the date of the initial sick leave to a maximum of six (6) months.
- c) following receipt of Workplace Safety and Insurance Board payments as a result of an injury sustained during employment with the Employer for twelve (12) months, or such other period as may be authorized by the *WSIB*, whichever is less;
- d) while on maternity/parenting leave, for the period it is required to pay benefit premiums, in accordance with government legislation.

- e) While the employee is off due to illness, as identified by a physician, to a maximum of six (6) months from the date of the initial sick leave.
- f) The employee may elect to retain medical coverage for the duration of the layoff recall period, sick leave or unpaid leaves of absence provided that she pays the Employer the full premium costs of such participation no later than the fifteenth (15<sup>th</sup>) day of the month prior to the month in which the payment becomes due. If such payment is not made as aforesaid, the employee's participation in these plans shall be terminated forthwith and reinstatement of such benefits will not be allowed until the employee returns to work.

13.04 An employee injured during working hours shall be paid for the balance of her scheduled shift.

13.05 a) The Employer is responsible at all times for the enrolment and the proper remittance and payment of premiums to the insurance carrier(s). The Employer shall supply copies of booklets as provided by the insurance provider, outlining the coverage's to which they are entitled.

- b) All employees covered by the insurances shall be responsible to submit all insurance inquires and claims directly to the insurance provider. Employees are responsible to complete enrolment forms and submit to the Employer by the outlined due date.

- c) The amount of and eligibility for benefits referred to in this agreement are subject to the terms and conditions of the policy or policies of insurance or of the plans providing such benefits. Any dispute as to entitlement to benefits provided under the policy or policies of insurance or of the plans is between the employee and the insurer. In the event of such dispute, the Employer agrees to use its best efforts on behalf of the employee. It is understood that the Employer's financial obligation under these plans is restricted to the payment of its portion of the premium necessary to enrol employees in the benefit plans described in this agreement.

#### 13.06 **Pension Plan**

- a) Full-time employees shall join the Company Pension Plan after one (1) calendar year of employment.

Part-time employees shall join the Company Pension Plan after eighteen (18) months of employment.

Casual employees shall join the Company Pension Plan after two (2) calendar years of employment.

- b) The Employer agrees to contribute three percent (3%) of the covered wages of each eligible employee, on the understanding the employee will make a matching contribution.

Employees will be entitled to make voluntary contributions to the pension plan. The Employer will not match voluntary contributions.

## **ARTICLE 14 – SICK LEAVE**

- 14.01
- a) Sick day credits shall accumulate for full-time employees at the rate of seven and one-half (7 ½) hours per calendar month to a maximum accumulation of ninety (90) hours per year. Sick day credits may be carried over into the next year, however an employee will be paid a maximum of ninety (90) hours of sick pay in one (1) calendar year.
  - b) An employee who is ill on a day when she is scheduled to work for the Employer will be paid by the Employer for all scheduled time missed, provided that she has sufficient sick day credits.
  - c) An employee who becomes ill during working hours shall be paid sick pay for the balance of her scheduled shift, provided that she has sufficient sick day credits.
  - d) An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days she would have worked during that period.
  - e) An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment

during the time she is off work. If this does occur she shall be deemed terminated.

- 14.02 No sick leave shall be paid if a third party is paying income allowance (e.g., Employer Paid Occupational Accident Insurance or insurance pay for injuries suffered in an automobile accident). An employee will be required to refund to the Employer any sick days paid out while waiting for benefits and sick days will be adjusted accordingly.
- 14.03 Where the Employer requires an employee to obtain a medical certificate, the Employer shall pay up to twenty-five dollars (\$25.00) for the cost of the certificate.

## **ARTICLE 15 – ABSENCE FROM WORK AND REPORTING**

- 15.01 If an employee is unable to report for work due to illness she shall give the Employer a minimum of four (4) hours notice. In case where the first client serviced time is scheduled to begin between 0600 and 1000 hrs, she shall give a minimum of one (1) hour notice. If notice is not given within the required time, the employee shall not be entitled to her sick pay for the first day of illness. Once proper notice has been given to the Employer, it will be the responsibility of the Employer to find a replacement for the shift(s).
- 15.02 An employee who is off work due to illness or injury for a short term must inform the Employer twenty-four (24) hours in advance of her scheduled shift that she will return to work. In case of a long-term absence, she must

inform the Employer forty-eight (48) hours in advance of her scheduled shift that she will return to work. An employee who is off for an extended leave in excess of four (4) weeks must give the employer seven (7) days notice of her intent to return to work. The Employer agrees to provide regular or other hours as soon as possible, in accordance with the available schedule and client needs.

Short-term absence in this Article shall mean less than seven (7) calendar days.

Long-term absence in this Article shall mean seven (7) calendar days or more.

For illness or injury of three (3) or more days or during the course of an absence of three (3) or more days, an employee may be required to obtain a Doctor's certificate from an independent physician.

**ARTICLE 16 – LEAVES OF ABSENCE – BEREAVEMENT,  
MATERNITY, ADOPTION & PARENTAL LEAVE,  
AND STEWARDS LEAVE**

- 16.01 a) Employees who have completed their probation shall be entitled to a leave of absence without pay and without loss of seniority when the employee requests it for good and sufficient reasons. However, the granting of such leave of absence shall be at the Employer's discretion, with due consideration being given to its operational requirements, provided such consent shall not be unreasonably denied.

- b) An employee who wishes to have a leave of absence shall, except in cases of emergency, state her request in writing four (4) weeks prior to the commencement of the requested leave of absence to her supervisor. The request shall include the commencement date of the requested leave of absence, the return date to work and the reason for the request. Leaves of absence will not be granted to probationary employees.

16.02 Employees who are on leave of absence will not engage in gainful employment elsewhere without agreement of the Employer. The employee who violates this will be deemed to have provided the Employer with just cause for dismissal and may be terminated without further notice.

16.03 When a death occurs in an employee's immediate family, which shall include brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparent, grandchild, stepchild, or step-parent, the employee shall be eligible for a leave up to a maximum of three (3) consecutive calendar days to be taken within one (1) week of the death. If any of these days fall on previously scheduled working days, the employee will receive regular pay for those scheduled hours for up to three days. In the event of the death of an employee's spouse or child, the above time period shall be five (5) consecutive calendar days to be taken within one (1) week of the death and the employee will receive regular pay for her scheduled hours for up to five (5) days. When a death occurs with respect to an uncle or aunt, the employee will be eligible for leave for one day to attend the funeral.

The Employer may, in its sole discretion, require proof of the bereavement as a condition of pay for said leave.

16.04 Bereavement pay shall apply only to days which the employee was scheduled to work.

16.05 If an employee is bereaved of a member of her immediate family (as specified in Article 16.03) while being on paid sick leave, she shall be paid bereavement leave.

16.06 The following in part reflects the provisions of the *Employment Standards Act* on these matters. In all cases of dispute and where the Act as amended from time to time is superior, the provisions of the Act will prevail.

a) An employee who is pregnant is entitled to a leave of absence of up to seventeen (17) weeks. The employee must have been in the employ of the Employer for at least thirteen (13) weeks to qualify for the leave and for the payment of above E.I. benefits.

b) The employee shall normally give the Employer written notice at least two (2) weeks in advance of the intended date of commencement and completion of the leave. In the case of pregnancy, the employee will provide the Employer with a medical Doctor's statement of the estimated date of delivery.

c) Where an employee intends to return to work sooner or later than the original date, she shall give the Employer at least two (2) weeks written notice in advance.

- d) Employees are entitled to a parental leave of up to thirty-seven (37) weeks without pay. If the employee has taken pregnancy leave, the parental leave must be taken consecutive with the maternity leave and will be thirty-five (35) weeks. If pregnancy leave has not been taken, the parental leave will be thirty-seven (37) weeks. In all cases of parental leave the employee must give at least two (2) weeks written notice of the intended date of commencement and completion of the leave, and if the employee intends to return sooner than the original date of the return to work this shall be subject to at least two (2) weeks written notice to the Employer.

16.07 Family/Health Care Days (Full-time and part-time employees only)

Each full-time and part-time employee shall be entitled to two (2) family/health care days per calendar year for the sole purpose of attending to the immediate needs of an immediate family member or to attend to his or her own personal health care needs. Such days shall be unpaid.

Employees shall provide the Employer with as much notice as possible when taking a family/health care day and such requests shall not be unreasonably withheld by the Employer.

16.08 The Employer shall grant two (2) unpaid days' leave of absence per calendar year for all Stewards for the purpose of attending steward seminars. The leave dates will be provided to the Employer by March 31<sup>st</sup> or one month's notice will be given.

However, the granting of such leaves shall be at the Employers discretion, with due consideration being given to its operational requirements, provided such consent shall not be unreasonably denied.

## **ARTICLE 17 – TRAVEL ALLOWANCE**

- 17.01 Employees shall be paid forty-five cents (\$0.45) per kilometre.
- 17.02 Employees shall be paid mileage for kilometers driven between clients, but shall not be paid mileage for the first twenty kilometers from their home to the first client, and for the first twenty kilometers from their last client to home. Accordingly, employees travelling twenty kilometers or less from home to their first client, and/or to home from their last client will not be paid mileage, excepting for travel between clients, or as provided in Article 17.03. Where an employee serves one client during the day, she will be paid for all kilometers driven, except where a client exceeds three hours or more, in which case, the twenty kilometer deduction each way to and from home will apply.
- 17.03 When an employee has a break of two and a half (2 1/2) hours or more between clients she will be paid for all kilometers driven from the client to home and from home to the next client. Mileage will be paid for all mandatory training, mandatory meetings and unscheduled clients with less than twenty-four (24) hours notice.

## **ARTICLE 18 – JOINT HEALTH & SAFETY COMMITTEE**

18.01 The parties agree that the Joint Health & Safety Committee shall govern itself in accordance of the *Occupational Health & Safety Act* and the terms of reference of the committee.

Employees who are members of the Committee shall be granted leave without loss of pay and will receive straight time regular wages while attending meetings of the Committee or while attending meetings of the Committee or participating in accident investigations, workplace inspections or training. Committee meetings, accident investigations and inspections shall be scheduled during normal working hours whenever possible.

The Committee has equal membership for the Employer and the Union. Three (3) management employees and three (3) Union employees. The Union employees represent different geographical areas where possible.

The Committee minutes shall be signed by the Co-Chairs and posted on the health & safety board.

## **ARTICLE 19 – HEALTH & SAFETY and WSIB**

19.01 The Employer and the Union recognize the need for a safe and healthy work environment and agree to take appropriate measures in order that potential risks are reduced and/or eliminated.

- 19.02 The Employer and the Union agree to cooperate in the promotion of safe working conditions and the adherence to safe work practices with full compliance of the *Occupational Health and Safety Act*.
- 19.03 In accordance with its obligations under the *Occupational Health and Safety Act*, the Employer will inform the employees of any health and safety hazards associated with providing care to clients.
- 19.04 The Employer provides WSIB insurance for all employees and abides by the Workplace Safety & Insurance Act. The Employer makes every reasonable attempt to assist the employee in the return to work process with respect to accommodations or modified work. The Parties agree to cooperate in the return to work process and provide all required documentation as requested in order to ensure a safe and timely return to work.
- 19.05 If an employee is absent from work because of an injury that is compensable under Workplace Safety and Insurance Board, she shall not lose any accumulated sick day credits. An employee will be required to refund to the Employer any sick days paid out while waiting for insurance benefits and sick days will be adjusted accordingly.
- 19.06 Name tags and parking signs shall be provided and paid for by the Employer. Any subsequent loss or damage to the name tag or parking sign shall be the responsibility of the employee to report to their Supervisor and incur the cost of replacement.

- 19.07 Employees who are required to wear proper non-slip shoes must wear them at all times while on the job.
- 19.08 The Employer shall supply suitable gloves or other protective equipment to the employees as deemed appropriate by the Employer.

**ARTICLE 20 – TRAINING ASSISTANCE,  
JURY DUTY AND IN-SERVICE MEETINGS**

- 20.01 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay tuition costs as well as reimburse for mileage and the employee's lost hours at their regular rate of pay. Where an employee requests to take a non-mandatory course the Employer reserves the right to approve such course and upon approval shall pay only for the tuition.

The Employer shall pay for the cost of CPR refresher training. Employees will be reimbursed for their cost upon submission of receipt and certificate of completion.

- 20.02 The Employer shall reimburse an employee on jury duty to the extent of lost wages for scheduled hours of work during time served in such capacity. The employee must provide the Employer with a signed document from the clerk of the court stating the days in attendance and the amount received from the court. The Employer shall deduct such payments from the employee's wages.

- 20.03 It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve on jury duty.
- 20.04 a) All employees shall be paid at their straight time hourly rate for attending staff meetings or in-service training meetings where their attendance is required by the Employer. The Employer will endeavour to hold meetings at times convenient to the employees involved.
- b) Employees who do not attend mandatory in-services or mandatory training sessions will be required to obtain equal training at their own expense within ninety (90) days. The Employer will assist in providing the training. Employees on vacation, leave of absence, WSIB or family emergency may be exempted from paying for the training. All employees will be notified thirty (30) days in advance of the training and will be responsible to contact the office to notify that they are unable to attend and alternative arrangements will be made.

## **ARTICLE 21 – DISCHARGE, SUSPENSION AND WARNING**

- 21.01 a) When the conduct or performance of an employee calls for a warning by the Employer the warning shall be a written one. Letters of warning or discipline shall be removed from an employee's file and record eighteen (18) months from the date of issue provided there has been no recurrence of the conduct, performance or attitude complained about

within that eighteen (18) month period. Where there is a recurrence or recurrences, no related letters shall be removed until the expiry of the eighteen-month period from the date of issuance of the most recent letter.

- b) The Employee is entitled to be accompanied by a Steward when an employee is disciplined. A copy of the letter of discipline will be sent to the Union.

## **ARTICLE 22 – GRIEVANCE PROCEDURE**

22.01 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity to adjust the complaint. Any complaint shall be discussed with the supervisor concerned within seven (7) workdays after the circumstances giving rise to the complaint occurred or originated.

If the supervisor is unable to adjust the complaint to mutual satisfaction within seven (7) workdays, the employee may proceed with the grievance procedure at Step 1 within seven (7) workdays after the decision of the supervisor.

The parties to this Agreement recognize the stewards and the CLAC Representatives as the agents through which employees shall process their grievances.

- 22.02 The reference to days excludes Saturdays, Sundays and public holidays. Time limits mentioned in this Article may be extended on consent of both parties. Notwithstanding section 48(16) of the *Ontario Labour Relations Act*, as amended, the time limits in this Agreement are mandatory.
- 22.03 The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than ten (10) work days after the subject of such grievance occurred. If the action or the condition is of a continuing or recurring nature, the limitation period shall not begin to run until the party knew or ought reasonably to have known of the alleged breach.
- 22.04 A "Group Grievance" is defined as a single grievance, signed by a steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.
- 22.05 A "Policy Grievance" is defined as a difference between the parties relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted by either party at Step 2 of the grievance procedure. A policy grievance shall be signed by a CLAC Representative and submitted to the Employer. A policy grievance submitted by the Employer shall be signed by the Employer or his representative.

**22.06      "Single Grievance"****Step 1**

An employee having a grievance must, accompanied by a steward or a CLAC Representative, submit the grievance to her supervisor in writing. The nature of the grievance, the remedy sought, and the section(s) of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. The Employer designate will deliver her decision in writing within seven (7) workdays after receipt of the grievance. Failing settlement, the next step of the grievance procedure may be taken.

**Step 2**

Within seven (7) workdays following the decision under Step 1 (or the day on which this decision should have been made) the grievance must be submitted in writing to the Employer designate, to be discussed at a meeting between the grievor, the Employer designate and a Union Representative within seven (7) workdays of receipt of the grievance. The Employer designate shall give a written reply within seven (7) workdays of the day of the meeting, copies to be sent to the Union Representative. Failing settlement, either party may submit the matter to arbitration.

**ARTICLE 23 - ARBITRATION**

23.01      If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration as described in this article.

- 23.02 Prior to advancing the grievance to Arbitration under the provisions of this article or under Section 49 of the *Labour Relations Act*, either party may, if mutually agreed, refer the grievance to a mutually agreed upon mediator within five (5) days of the response at Step 2. The cost of the mediator shall be shared jointly by the parties.
- 23.03 The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.
- 23.04 If a party wishes to arbitrate a dispute, such arbitration shall be done by a sole arbitrator.
- 23.05 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as arbitrator. However, the parties may mutually consent to the use of the mediator becoming the arbitrator.
- 23.06 If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with this Article, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 23.07 Failing settlement under the grievance procedure of any difference between the parties arising from the interpretation, application, administration or violation of

this collective agreement, including any question as to whether a matter is arbitrable, either party may, within the time limits, set above, submit such grievance to arbitration and the matter shall be dealt with by a sole arbitrator. The arbitrator is to be governed by the following provisions:

- a) The arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it;
- b) The arbitrator shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;
- c) The parties and the arbitrator shall have access to the Employer's premises, excepting clients home without consent, to view working conditions or operations that may be relevant to the resolution of a grievance;
- d) The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable;
- e) The arbitrator shall determine the real issue in dispute according to the merits and shall make whatever disposition is consistent with the collective agreement.
- f) Each of the parties shall pay one-half (1/2) of the remuneration and expenses of the arbitrator.

- 23.08 Notwithstanding the arbitration procedure outlined above, a grievance, after the second step of the grievance procedure may be referred to arbitration under the provisions of the *Labour Relations Act*.

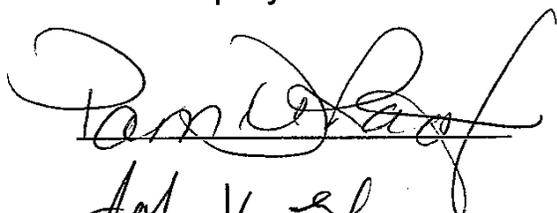
## **ARTICLE 24 - DURATION**

- 24.01 This Agreement shall be effective on the first (1st) day of April two thousand and ten (2010) and shall remain in effect until the thirty-first (31<sup>st</sup>) day of March two thousand and twelve (2012) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period of ninety (90) days prior to the renewal date. Should neither party give such notice, this Agreement shall renew itself for a period of one (1) year.

Dated this 3 day of November, 2010.

SIGNED

the "Employer"

  
John V. [unclear]  
W. Carter  
John H. [unclear]

the "Union"

  
Alberta Edwards  
Angella White  
Glenna Hobbes

**Schedule "A"**

Classification and Rates of Pay  
Health Care Worker

	<b>Current</b>		
<b>With Certificate</b>			
Probation	15.24		
After Probation	15.57		
1 Year	15.98		
2 Years	16.36		
3 Years	16.72		
4 Years	17.09		
<b>Without Certificate</b>			
Probation	14.93		
After Probation	15.26		
1 Year	15.64		
2 Years	16.02		
3 Years	16.41		
4 Years	16.80		

- Notes:**
1. Retention Bonus of \$0.10 per hour paid for all hours worked. The retention bonus shall be paid on the following dates:
    - March 31, 2011 (for hours worked between April 1, 2010 and March 31, 2011)
    - March 31, 2012 (for hours worked between April 1, 2011 and March 31, 2012)

Employees must be fully employed on the pay date and have completed probationary period. Employees will be given the option of receiving the retention bonus as;

- i. Voluntary Pension Contributions
- ii. Wages

**LETTER OF UNDERSTANDING #1**

Between

**PERSONAL ATTENDANT CARE INC.**  
hereinafter referred to as the "Employer"

-and-

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304**  
affiliated with the **CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
hereinafter referred to as the "Union"

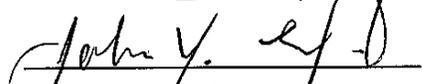
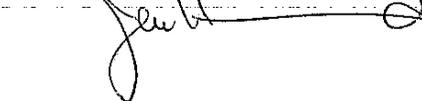
**RE: ARTICLE 8.04 B) PART-TIME EMPLOYEES' AVAILABILITY**

Notwithstanding Article 8.04 (b) all part-time employees who as of April 29, 2004 have availability different than 0700 to 1500 will be grandfathered at their current availability. If their availability is less than 0700 to 1500 they will be scheduled a minimum of 20 hours per week. All current employees with an availability of 0700 to 1500 or greater will remain with that availability and be scheduled 25 hours per week. At any time an employee can make a one time change to an availability of 0700 to 1500.

Dated this 3 day of November, 2010.

SIGNED

the "Employer"

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

the "Union"

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

Between

**PERSONAL ATTENDANT CARE INC.**  
hereinafter referred to as the "Employer"

-and-

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304**  
affiliated with the **CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
hereinafter referred to as the "Union"

**RE: SCHEDULING**

Immediately upon ratification of this agreement and as soon as practically possible the parties agree to form a committee consisting of an equal number of union and management representatives. The mandate of this committee shall be to work towards the development of scheduling and call-in protocols that will address the needs of both clients and staff.

The parties agree that it is the intent of this agreement to obtain tangible progress towards satisfying the needs as outlined above within six months of the ratification of this agreement. The committee shall report their progress to the joint labour management meetings held during the duration of the collective agreement.

Dated this 3 day of November, 2010.

SIGNED

the "Employer"

*David Raaf*  
*John Y. Lee*  
*J. White*  
*John A.*

the "Union"

*Ken East*  
*Alberta Edwards*  
*Angella White*  
*Glenna Holmes*

**LETTER OF UNDERSTANDING #3**

Between

**PERSONAL ATTENDANT CARE INC.**  
hereinafter referred to as the "Employer"

-and-

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304**  
affiliated with the  
**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
hereinafter referred to as the "Union"

**RE: MILEAGE BOUNDARY EXEMPTION**

The following protocol shall apply to employees who move from one geographical location within Durham Region to another geographical region during their employment with Personal Attendant Care Inc.:

1. Employees shall notify their supervisor of a change of address.
2. In the event the employee moves outside of their current geographic municipal area the Employer shall endeavour to schedule clients within their new geographic municipal area where possible.

3. In the event the employee elects to continue to service clients from their former geographic municipal area, mileage shall be calculated from the border of the former municipal area and not from their home. Accordingly, employees shall be paid mileage for kilometres driven between clients, but shall not be paid mileage for the first twenty (20) kilometres from the border of the former geographic municipal area to the first client, and for the first twenty (20) kilometres from their last client to the border.
4. Employees travelling twenty (20) kilometres or less from the border to their first client, and/or to the border from their last client will not be paid mileage, exception for travel between clients, or as provided in Article 17.03. Where an employee serves one client during the day, she will be paid for all kilometres driven, except where a client exceeds three (3) hours or more, in which case the twenty (20) kilometre deduction each way to and from the border will apply.
5. It is understood and agreed that mileage for all pick-ups and vacation and/or leave replacement will be paid in accordance with Article 17.02 and 17.03.
6. The Employer shall draft a letter of agreement with each individual employee affected by a “mileage boundary exemption” which will clearly indicate the municipal area



**LETTER OF UNDERSTANDING #4**

Between

**PERSONAL ATTENDANT CARE INC.**  
hereinafter referred to as the "Employer"

-and-

**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304**  
affiliated with the  
**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
hereinafter referred to as the "Union"

**RE: PUBLIC SECTOR COMPENSATION RESTRAINT TO  
PROTECT PUBLIC SERVICES ACT, 2010-06-15**

Pursuant to the Public Sector Compensation to Protect Public Services Act, 2010, it is understood that:

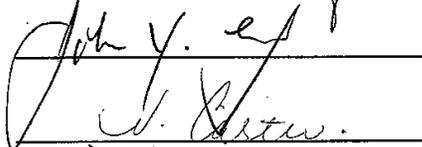
1. Schedule A of the Collective Agreement will be open to re-negotiation if the Central East Local Health Integrated Network provides additional specific non allocated funding within the duration of the Collective Agreement dated April 1, 2010 to March 31, 2012.

2. The Employer will inform and provide notice to the Union of the status of the organization within the Act upon receipt of such notice from the funding authorities. If no such notice is received within a reasonable time frame, no later than December 31, 2010, the Employer will pursue clarification under section 14(a) of the Act.
  
3. If the Employer is excluded from the Public Sector Compensation to Protect Services Act, 2010, either party may seek to re-open negotiations on compensation items upon thirty (30) days notice.

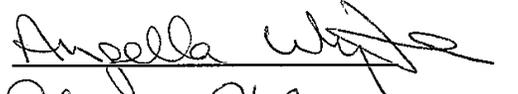
Dated this 3 day of November, 2010.

SIGNED

the "Employer"


the "Union"


**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304**

AFFILIATED WITH THE

**CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

**BENEFIT OFFICE**  
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