

Unit No. 180 & 143

COLLECTIVE AGREEMENT

BETWEEN

VISITING HOMEMAKERS ASSOCIATION

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

EFFECTIVE: APRIL 1, 2001

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**COLLECTIVE AGREEMENT**

**BETWEEN:**

**VISITING HOMEMAKERS ASSOCIATION  
(the "Association")**

**- and -**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
(the "Union")**

**ARTICLE 1 - GENERAL PURPOSE**

1.01 The purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Association and its employees represented by the Union which will not interfere with the normal operation of the Association.

**ARTICLE 2 - RECOGNITION AND SCOPE**

2.01 The Association recognizes the Union as the exclusive bargaining agent of all employees of Visiting Homemakers Association in the City of Toronto and County of Durham, save and except supervisors, persons above the rank of supervisor, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02 The Association also recognizes the Union as the exclusive bargaining agent of all employees of Visiting Homemakers Association in the City of Toronto and County of Durham regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, office and clerical staff. These persons shall be collectively referred to as part-time employees and shall be covered by this Collective Agreement only as specifically set out in Appendix "C" to this Agreement which forms a part of this Agreement.

2.03 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 bargaining unit as hereinbefore defined.

2.04 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.

2.05 Unique terms and conditions of employment covering **RN/RPN's** performing nursing services and employees of Visiting Homemakers Association in the County of *Durham* are set out in Appendices "D" and "E"

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

3.01 The parties agree that they and the employees covered by this Agreement shall comply with the provisions of the Ontario Human Rights Code.

3.02 The parties agree that there shall be no discrimination, interference, restraint, or coercion or intimidation exercised or practised by either of them or their representatives or 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.

3.03 The Union further agrees that there will be no solicitation of members, collection of dues, Union executive or membership meetings, or other union activities either on the premises of the Association 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 Association.

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

4.01 The Association agrees that it shall not lock out employees during the term of this Collective Agreement.

4.02 The Union agrees that during the term of this Collective Agreement, it will not cause, permit, condone or authorize its members to strike, sit down, slow down, or engage in any other work stoppage, picketing or any form of collective action which will interfere with or stop service and that, if such collective action should take place, the Union will instruct its members to continue to work and to perform their duties in the usual manner.

## ARTICLE 5 - MANAGEMENT RIGHTS

5.01 It is recognized and agreed by both parties that the Association is a private organization dependent upon public and private funding and volunteer support. Nothing in this Agreement shall be intended or interpreted as limiting the ability of the Association to respond to the needs 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 Association's operations and the direction of the working force are fixed exclusively with the Association and shall remain solely with the Association except as specifically limited by an express provision of this Agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Association 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 provided that a claim by an employee who has successfully completed her probationary period that she has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (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 Association 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 Association to carry out the Associations' mandate to provide quality services to the community and to obtain funding to provide such services.

5.02 The Association 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 Association shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to 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 shall notify the Association, in writing, to indicate the current amount of such Union dues.
- (b) New employees shall have deductions made on the first regular deduction date following their date of hire.
- (c) Union dues will be deducted from the employees' pay each calendar month and the same shall be remitted by the Association to the Union not later than the last day of the month in which such deductions were made.
- (d) The Association agrees when forwarding Union dues to submit a list of the names of the employees on whose behalf such deductions have been made, together with a list of employees who have terminated during the month. The Association will include the Social Insurance Number of each employee appearing on the dues check-off list and will include the address of new employees when they are placed on the check-off list for the first time.
- (e) Upon request of the Union, but no more than two times per year, the Association will supply an updated list of employees' addresses.

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

**ARTICLE 7 - RELATIONSHIP AND REPRESENTATION**

7.01 The Association agrees that the Business Agent or the Chief Steward of the Union shall be given the opportunity of interviewing each new employee once, within thirty (30) calendar days of hiring, for the purpose of informing such employee of the existence of the Union at the Association. The Association shall advise the Union from time to time of the names of the persons to be interviewed and the time and place for such interview, the duration of which shall not exceed ten (10) minutes.

**7.02 Union Stewards, Grievance Committee, Negotiating Committee**

- (d) The Association agrees to recognize not more than seven (7) employees selected by the Union as stewards (one of whom shall be the Chief Steward) for the purpose of representing employees and dealing with Union business as provided under this Collective Agreement.
- (d) 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.
- (d) The Association agrees to recognize four (4) of 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 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) The Association further agrees to recognize a Negotiating Committee comprised of six (6) employees to be elected, or appointed from amongst employees in the bargaining unit. In addition, a general representative of the Union shall be permitted to assist the Negotiating Committee in all collective agreement negotiations with the Association.



(e) Labour Management Committee

The Association and the Union agree to form a committee consisting of up to four (4) representatives for each of the parties to meet every two months at a mutually agreed upon time to discuss matters of mutual interest and concern to the parties including the distribution of work. These meetings will be held during normal working hours.

7.03 For the purposes of this Article, the names of the stewards and members of the Grievance Committee and Negotiating Committee shall be given to the Association in writing from time to time as well as the effective date of their respective appointments. The Association shall not be required to recognize any such stewards or committee members until it has been so notified.

7.04 No employee shall act in the capacity of steward, Chief Steward or committee member referred to in this Article until after she has successfully completed the probationary period.

7.05 The Association shall be immediately informed in writing of any change of a steward or committee member.

7.06 The Union acknowledges and agrees that stewards and other employee committee members as described in this Article, have regular duties to perform in connection with their employment with the Association.

7.07 For grievance meetings that are scheduled during the employee's regularly scheduled hours of work, the grievor (except in cases of discharge or suspension) and the steward in attendance during the grievance procedure shall receive their pay for any hours actually lost due to attendance at such grievance meetings with representatives of the Association up to, but not including arbitration.

7.08 The Union further acknowledges and agrees that stewards and members of the Grievance and Negotiating Committees have regular duties to perform in connection with their employment and will not absent themselves from their duties without first obtaining permission to do so from their immediate supervisor on duty at the time. The stewards and committee members will first obtain the supervisor's permission before undertaking any such business and when such business has been completed, the employee(s) shall advise the supervisor. Such

permission shall not be unreasonably withheld however, it is agreed by the Union that Union business shall not be conducted on the Association's premises or any premises where services are provided during business hours. The only exception to this clause shall be the grievance procedure hereinafter set out. In accordance with such understanding, a general representative of the Union shall, after giving notice to the Association, be permitted to enter the Association's premises during the course of normal business hours to attend such business.

7.09 For negotiating meetings that are scheduled during the committee members' regularly scheduled hours of work, the committee members shall receive their pay for any hours actually lost due to attendance at such negotiating meetings with the Association, up to but not including conciliation.

7.10 The Association undertakes to instruct all members of its supervisory staff to co-operate with Union stewards in carrying out the terms and requirements of this Agreement.

7.11 The Union agrees to secure from its officers, stewards and members their co-operation with the Association and with all persons representing the Association in any supervisory capacity.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 For the purpose of this Agreement, a grievance is defined as a difference arising either between a member of the bargaining unit and the Association 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.

8.02 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.

8.03 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right, upon request, to the presence of a Union Steward. In the case of suspension or discharge, the Association shall inform the employee of this right in advance.

If an employee is suspended or discharged, the Association shall notify the Union of such suspension or discharge in writing, within five (5) working days following the date of the suspension or discharge.

**8.04** 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 ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the complaint is not resolved in the initial discussion, a face to face meeting shall be held at a location that is mutually agreeable which will not be at the home of the client and which is within the original time frame of ten (10) calendar days. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) calendar days, the employee may proceed with the grievance within ten (10) calendar days following the decision of the immediate supervisor. Any employee is entitled, upon request, to have a Union steward present with her when meeting with the immediate supervisor to attempt to adjust her complaint.

**8.05** 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. The immediate supervisor will deliver her decision in writing within ten (10) calendar days following the day on which the written grievance was presented to her. Failing settlement, then:

### **Step 2**

Within ten (10) calendar days following the decision in Step 1, the employee must submit the written grievance to the Senior Program Supervisor. Within ten (10) calendar days of receipt of the grievance by the Senior Program Supervisor, unless extended by mutual agreement of the parties in writing, a meeting shall be held between the Association, an official of the Union, the grievor and the steward at which time the grievance shall be discussed. The decision of the Association shall be given in writing within ten (10) calendar days following this meeting.

## 8.06 Grievance Mediation

- (d) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (d) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (d) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to at Arbitration.
- (i) The Union and Employer will share the cost of the Mediator. if any.

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

#### 8.07 Policy Grievance

A grievance or complaint arising directly between the Association and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Union at Step 2 (except that grievance shall be submitted to the Executive Director of the Association) within ten (10) calendar days following the circumstances giving rise to the grievance. Failing settlement under Step 2 within ten (10) calendar days, the grievance may be submitted to arbitration in accordance with Article 8.06. 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.

Where the grievance is an Association grievance, it shall be filed in writing with the Union and the Union shall give its reply within ten (10) calendar days following receipt of the grievance.

#### 8.08 Discharge Grievance

A grievance involving the discharge of an employee who has successfully completed her probationary period must be reduced to writing and originated under Step 2 within ten (10) calendar days of the employee being notified of her discharge. Notwithstanding anything in this Agreement, a probationary employee may be disciplined or discharged at the sole discretion of and for any reasons satisfactory to the Association and the parties agree that such action shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties.

8.09 All agreements reached under the grievance procedure between the representatives of the Association and the representatives of the Union shall be final and binding upon the Association, the Union and the employee(s) involved.

## ARTICLE 9 - ARBITRATION

9.01 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within five (5) calendar days thereafter, the other party shall name the nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the grievance procedure. The two nominees shall attempt to select, by agreement, a Chairman of the Board of Arbitration. If they are unable to agree upon such a Chairman within a reasonable period of time after the appointment of the second nominee, they shall then request the Office of Arbitration of the Ministry of Labour for the Province of Ontario to appoint a Chairman. If the parties agree in writing, a Sole Arbitrator may be substituted for a Board of Arbitration in which case, the provisions of this Article shall appropriately apply.

9.02 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.

9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

9.04 The Board of Arbitration 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.

9.05 The proceedings of the Board of Arbitration will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee(s) concerned.

9.06 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.

**ARTICLE 10 - SENIORITY****10.01 Probationary Period**

A new employee will be considered on probation until after she has completed sixty (60) days of work in the bargaining unit within any twelve (12) calendar months, it being understood that a further period of probation of thirty (30) working days may be established by mutual agreement between the Union and Association. Where the period of probation is extended by the Association the Association will notify the Union in writing.

Notwithstanding anything in this Agreement, probationary employees shall have no seniority standing and the Association may suspend, discharge or otherwise discipline a probationary employee at any time during the employee's probationary period or any extension thereof for any reason whatsoever and such action by the Association shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties.

10.02 Upon successful completion of such probationary period, the employee's name will be placed on the appropriate seniority list and credit shall be given for the number of days of work actually completed by the employee with the Association since the date of last hire.

**10.03 Seniority Lists**

Seniority lists shall be prepared according to the records of the Association on an annual basis and posted on a bulletin board provided by the Association. Separate seniority lists shall be prepared for all full-time and part-time employees. Seniority as posted shall be deemed to be final and no subject to complaint unless such complaint is made within twenty (20) calendar days from the date of posting. New employees appearing on the list for the first time shall have ten (10) calendar days to challenge their position on the list.

**10.04 Definition of Seniority**

Employees will accumulate seniority on the basis of their continuous service in the bargaining unit and shall have seniority dating from the last date of hire except as otherwise provided herein. Seniority shall be recognized on a bargaining unit-wide basis.

#### 10.05 Transfer of Service and Seniority

**An** employee whose status is changed from full-time to part-time shall receive credit for her full service and seniority in accordance with Article 10.04. **An** employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1600 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting periods or other requirements of those plans.

#### 10.06 Loss of Seniority

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

- (a) resigns;
- (d) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) fails to report for scheduled work assignments for three (3) consecutive scheduled assignments without notifying the Association of such absence and providing a reason satisfactory to the Association for the absence or, is absent from work for three (3) consecutive scheduled assignments without permission from the Association;
- (c) has been laid off for the lesser of eighteen (18) calendar months or the length of her seniority;
- (e) is absent due to illness or disability (including absences for which absence continues for the lesser of thirty-six (36) calendar months or a period equivalent to the employee's length of seniority at the time the illness or disability commenced. N.B.: This article is to be interpreted consistent with the provisions of the Ontario Human Rights Code:
- (f) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for any purpose other than that for which it was granted;
- (g) fails to accept reasonable work assignments having regard to the location of such assignments on five (5) occasions within any period of thirty (30) calendar days upon being notified by the Association that such work is available. It is the



employee's responsibility to ensure that her home address and telephone number are current at all times. If the employee fails to do so, the Association will not be responsible for failure to notify.

- (h) fails to indicate her intention to return to work within five (5) working days to report to work within ten (10) working days after she has received notice of recall in accordance with Article 11.

#### **ARTICLE 11 - LAY-OFF AND RECALL**

**11.01** In the event of a lay-off, the Association agrees that employees shall be laid off in the reverse order of their seniority. When work becomes available, employees who have not lost their seniority as provided in Article 10.06, shall be recalled to work in order of seniority provided that in the opinion of the Association they have the ability to perform the available work. It is the responsibility of employees to ensure that the Association has a current address and telephone number at all times. If an employee should fail to do so, the Association will not be responsible for failure of any communication to reach the employee.

**11.02** Any employee who is laid off may displace an employee with less seniority provided that she possesses the necessary skills and qualifications, is capable of performing the duties for such work and provided that any such displacement does not result in an inconsistency of service to the Association's clients.

**11.03** In determining the ability of an employee to perform available work, the Association will consider:

- (a) professional qualifications, training, experience, education, knowledge, ability to perform the normal requirements of the job; and
- (b) seniority.

Where the Association determines that the factors in (a) are relatively equal, seniority shall be the governing factor.

**11.04** Employees on lay-off are entitled to apply for any vacancies and new positions in the bargaining unit arising out of a job posting.

## ARTICLE 12 - JOB POSTING AND PROMOTIONS

12.01 In order to ensure that employees are given the opportunity of applying for vacancies and new positions in the bargaining unit, the Association agrees to post all full-time vacancies covered by this Agreement for a period of five (5) consecutive working days. A vacancy shall be defined as a permanent opening in the bargaining unit where the number of employees required by the Association exceeds the number of the Association's employees. The Association may temporarily fill any vacancies while observing the procedure set forth in this Article.

12.02 The notice of vacancy shall contain the following information: nature of the position, job description, required knowledge and education, ability and skill, and wage rates. Nothing in this Article shall prevent the Association from filling the advertised job from within the bargaining unit or from any other source after the job has been properly posted and all applications have been given consideration. The Chief Steward shall be notified in writing of such vacancies or new positions when they occur.

12.03 When selecting a job applicant to fill a vacancy within the bargaining unit or for promotion to a bargaining unit position, the Association agrees to use all available information to determine which applicant is qualified to perform the requirements of the job. The Association will consider:

- (a) professional qualifications, training, experience, education, knowledge, ability to perform the normal requirements of the job; and
- (b) seniority

Where the Association determines that the factors in (a) are relatively equal, seniority shall be the governing factor. Job applicants may include all employees of the Association and persons applying from outside the Association.

12.04 In the event that the Association establishes a new method of scheduling work assignments, the Association agrees to give preference to employees in accordance with their seniority, skills, experience, qualifications and ability to perform the normal requirements of the job.

## ARTICLE 13 - WAGES

13.01 The Association agrees to pay and the Union agrees to accept the schedules of wage rates attached hereto as Appendices "A" and "B", which form part of this Agreement.

13.02 Effective on the date of ratification Home Cleaners and Homemakers shall receive a minimum of thirty cents (\$0.30) per hour wage increase. This includes Home Cleaners and Homemakers whose placement on the grid in Appendix "A" does not generate the minimum thirty cents (0.30) per hour increase.

Homemakers who are at special rates, not included on the grid, due to the .30 minimum, may move onto the grid through either earning increased hours of service or acquiring additional training.

13.03 The wage increases and grid placement will take place within sixty (60) days of ratification.

## ARTICLE 14 - LEAVES OF ABSENCE

### 14.01 Bereavement Leave

An employee who has successfully completed the probationary period who notifies the Association as soon as possible following a death in her "immediate family" shall be granted up to three (3) consecutive days off without loss of her regular pay (provided she was otherwise scheduled to work on the three (3) consecutive days) from the date of death up to and including the date of the funeral. "Immediate family" means spouse (including same sex and common law partners), parent, brother, sister, son, daughter, step-child (including the child of a common law or same sex partner), son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

### 14.02 Education Leave

- (a) Where employees are required by the Association to take raining courses and seminars for the purposes of upgrading or acquiring new skills and qualifications, the Association shall grant such employees leaves of absence without pay. However, the Association shall pay to such employees any reimbursement that it may receive to defray the cost of wages of the employees who attend such training courses or seminars. The payment to employees shall not exceed the amount of the reimbursement received. The Association shall pay the cost of such courses or seminars.

- (b) A leave of absence, without pay, to take further training courses or seminars related to the employee's work with the Association may be granted upon written application by the employee to her Supervisor. It is understood and agreed that the Association 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.
- (c) Notwithstanding the provisions of this clause, where the Association offers courses, workshops or lectures to employees, attendance at such courses, workshops or lectures will be considered voluntary and attendance shall be without pay.

#### **14.03 Jury and Witness Duty**

An employee who has successfully completed her probationary period and who is required, and reports for jury duty in any court of law, or is required by subpoena to attend at a court of law or coroner's inquest in connection with a matter arising out of the employee's duties at the Association, 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:

- (e) notifies the Association immediately upon the employee's notification that she will be required to attend at court or at the inquest:
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Association the full amount of compensation received for such jury duty or attendance (excluding mileage, travelling and meal allowances) and an official receipt thereof; and
- (d) notwithstanding the above provisions, in order to qualify for payment hereunder, the employee will report to the Association for work during the assigned hours when she is not required to attend at court or at the inquest.

#### 14.04 Union Leave

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

- (a) not more than three (3) employees are to be absent on such leave at any given time:
- (b) no one such leave of absence shall extend beyond five (5) consecutive calendar days (Monday to Friday); and
- (c) a request must be made in writing and approved by the Association at least twenty-one (21) days prior to the commencement of the function for which the leave is requested.

#### 14.05 Personal Leave

An employee who has successfully completed the probationary period may apply for a leave of absence without pay for legitimate personal reasons and provided that the employee can be spared having due regard for the proper and efficient operation of the Association and the needs of the Association's clients, the Association may grant or withhold any application for leave of absence depending upon the circumstances. Application for such leave shall be made in writing to the Association as far in advance as possible, but in any event at least two (2) weeks prior to the commencement of the leave. The application must clearly state the reason for the leave of absence and the anticipated duration of such absence. A leave of absence for thirty (30) calendar days or less will not affect an employee's seniority. If the Association granted a leave of absence in excess of thirty (30) calendar days, the employee's seniority will be preserved but will cease to accumulate beyond that thirty (30) days.

#### 14.06 Pregnancy/Parental Leave

- (a) Pregnancy or Parental leave, without pay, will be in accordance with the provisions of the Employment Standards Act.

Pregnancy leave is a leave of absence for a period of seventeen (17) weeks, by reason of the employee's pregnancy.

Parental leave is a leave of absence for a period of eighteen (18) weeks, if the baby was born or the child first came into the custody, care and control of the parent before December 31, 2000. Parental leave is a leave of absence for a period of thirty-five (35) weeks if the baby was born or the child first came into the custody, care and control of the parent after December 31, 2000.

- (b) An employee who has been employed by the Association for at least thirteen (13) weeks may apply for pregnancy and/or parental leave under the provisions of the Employment Standards Act upon written request to the Association

If the baby was born or the child first came into the custody, care and control of the parent before December 31, 2000, parental leave must begin within thirty-five (35) weeks of the birth of the child or of the day the child came into the custody, care and control of the parent. If the baby was born or the child came into the custody, care and control of the parent on or after December 31, 2000, parental leave must begin within fifty-two (52) weeks of the day the child was born or first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.

If parental leave is not taken in combination with a pregnancy leave, on or after December 31, 2000, parental leave ends thirty-seven (37) weeks after the child came into the custody, care and control of the parent for the first time or on an earlier day if the employee gives the Employer at least two (2) weeks written notice of that day.

- (c) During any authorized pregnancy or parental leave, the employee will be responsible for the employee portion of subsidized employee benefits in which she is participating. The employee may arrange with the Association to prepay the employee portion of the premium of the subsidized employee benefits for the entire period of the leave to ensure coverage. The Association will continue to pay its portion of the employee benefits in which the employee continues to participate.

- (d) **An** employee who intends to resume her employment following her pregnancy leave and/or parental leave shall advise the Association of her intention at least two (2) weeks before her expected date of return. On her return to work, she shall be reinstated to her position or provided with alternative work of a comparable nature at not less than her wages at the time the pregnancy and/or parental leave began. **An** employee shall continue to accrue seniority and service while on pregnancy and/or parental leave.

In the event that an employee wishes to return to work before the expiration of a period of six (6) weeks after the delivery, she may request that the duration of her pregnancy and/or parental leave be so shortened by giving the Association two (2) weeks' notice of her intention to do so and upon furnishing to the Association an acceptable medical certificate indicating that the employee, in the opinion of a legally qualified medical practitioner, is able to resume her work. The Association shall advise the employee in writing of its consent or denial of such request, but such consent shall not be unreasonably withheld.

#### **ARTICLE 15 - BENEFIT PLANS**

15.01 All full time employees shall be eligible and shall participate in a Group Benefits Plan, the terms and conditions of which are set out in the various contracts of insurance. New full time employees shall become eligible upon completion of 1400 hours of service. All eligible full time employees shall participate in the Plan unless they provide evidence of coverage under another Plan.

Visiting Homemakers Association will pay 25% of the premium cost effective May 1, 2001; 35% effective April 1, 2002, and 50% effective April 1, 2003. Participating employees will pay the remainder of the premium.

15.02 Premiums shall be deducted from eligible employees' pay on the first pay date of each month.

15.03 Life Insurance - Benefit: \$25,000.

15.04 Accidental Death and Dismemberment (AD&D).  
Benefit: \$25,000

15.05 Dependent Life  
Benefit: \$5,000.00 spousal benefit, \$2,500.00 benefit per child.

15.05 **Dental Plan**

Benefit: \$1,500.00 per person per year.  
Basic and Minor Restorative: 100% reimbursement  
Major Restorative: 50% reimbursement.

1999 Ontario Dental Association fee guide.  
\$50.00 deductible for single coverage  
\$100.00 deductible for family coverage

15.07 **Weekly Indemnity**

Benefit: 67% of weekly earnings to a maximum of \$413.00 per week. Benefits payable from first day of non-work related hospitalization, first day of non-work related accident and first day of non-work related illness to a maximum benefit period of seventeen (17) weeks.

15.08 **Extended Health**

Benefit: Medi-pack which includes paramedical services, 100% reimbursement to a maximum of \$250.00 per individual per calendar year.

Nursing services to a maximum of \$10,000 per individual per calendar year.

Pay direct drugs with Drug card: 80% reimbursement, \$5.00 dispensing fee cap, \$5.00 annual deductible.

**ARTICLE 16- INJURY AND DISABILITY**

16.01 **Workers' Safety and Insurance Board Injury**

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



## ARTICLE 17 - HEALTH AND SAFETY

### 17.01 Accident Prevention - Joint Health and Safety Committee

- (a) The Association and the Union agree that they mutually desire to maintain standards of health and safety in the Association in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Association agrees to form a Joint Accident Prevention - Health and Safety Committee comprised of two (2) representatives to be named by the Association and two (2) representatives selected or appointed by the Union from amongst bargaining unit employees.
- (c) Any Union representative appointed or selected in accordance with paragraph (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year.
- (d) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.
- (e) Meetings of the Committee shall be held every fourth month or more frequently at the request of either representatives of the Association or the Union to be held at times of mutual convenience. Where Committee meetings are scheduled at times when the Union representatives are otherwise scheduled to work, the representatives shall be paid for the number of actual hours lost as a result of such attendance.
- (f) The Association agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (g) The Union agrees to endeavour to obtain the full co-operation of its members in the observation of all safety rules and practices.

## ARTICLE 18 - HOLIDAYS

18.01(a) The Association recognizes the following as paid holidays for full-time employees:

New Years Day	Civic Holiday
Good Friday	(first Monday in August)
Victoria Day	Labour Day
Canada Day	Thanksgiving Day
Boxing Day	Christmas Day

18.02(a) To be eligible for holiday pay an employee must have completed her probationary period and must have completed her scheduled work assignment immediately prior to and immediately following the holiday.

(b) The pay for a holiday shall be the average of the employee's daily hours, exclusive of overtime hours, worked in the thirteen (13) weeks preceding the holiday calculated by dividing the number of daily hours worked, exclusive of overtime, by the number of days worked in the thirteen (13) weeks preceding the holiday.

18.03 **An** employee will not be disqualified from receiving holiday pay if she is absent on any such qualifying day if her absence is due to a bona fide illness which is proven by a medical certificate provided such absence began not more than three (3) working days prior to the holiday.

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

18.05 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 Association.

18.06 If an employee is required to work on any paid holiday, she shall be paid for the holiday (provided she otherwise qualifies) and in addition will receive one and one-half (1 1/2) times her regular hourly rate of pay for all hours worked on the holiday.

**ARTICLE 19 - VACATIONS**

19.01 All full-time employees shall be entitled to vacation with pay based on length of continued service calculated as of the 1st day of January of each year. **An** employee who on that date has service with the Association as shown below shall receive the following vacation benefits:

- (a) an employee with one (1) or more years but less than three (3) years shall receive two weeks' vacation with vacation pay equal to four percent (4%);
- (b) an employee with three (3) or more years but less than eight (8) years shall receive three (3) weeks' vacation with vacation pay equal to six percent (6%);
- (c) employees with eight (8) or more years but less than fifteen (15) years shall receive four (4) weeks' vacation with vacation pay equal to eight percent (8%).
- (d) Employees with fifteen (15) years of service or more shall receive five (5) weeks vacation with vacation pay equal to ten (10) percent.

**19.02** Employees who have less than one (1) year's continuous service with the Association on the 1st day of January of each year shall receive one (1) day's vacation for each full month of service up to ten (10) days' vacation with vacation pay equal to four percent (4%) provided that no employee is entitled to take vacation time until after the completion of six (6) months of continuous employment with the Association.

**19.03** Vacations may be taken at any time during the vacation year (between January 1 and December 31). Vacation may be carried over into March 31 of the next vacation year. Employees shall be given preference with respect to their vacation periods in accordance with seniority, subject to the Association's requirements as to sufficient availability of staff to meet the needs of the Association's clients.

19.04 **An** employee shall submit her vacation request in writing to the Association as far in advance of her vacation as possible but it is agreed that during desirable vacation times (Christmas period and July/August) requests shall be submitted not less than eight (8) weeks prior to the intended vacation.

19.05 Where an employee is entitled to four (4) weeks' vacation in accordance with clause 18.01(c), the Association may require the employee to split her vacation into two (2) periods, to be taken at different times, in order that the operation of the Association may not be affected and in order that desirable vacation times (Christmas period and July/August) will be more equitably distributed.

19.06 An employee whose scheduled vacation is interrupted due to serious illness requiring the employee to be admitted to hospital as an in-patient shall, upon furnishing satisfactory proof of the period of hospitalization, be considered on sick leave and not vacation during the relevant time. However, if an employee has exhausted her sick leave credits, the days of illness shall be without pay. The portion of the employee's vacation which is deemed to be sick leave will not be counted against the employee's vacation entitlement in accordance with this Article.

#### **ARTICLE 20 - MEAL ALLOWANCE**

20.01 Where an employee who has completed a scheduled work assignment is required by the Association to remain at that assignment for three (3) hours or more, she will be entitled to one (1) free meal, not to exceed Six Dollars (\$6.00) in value or the equivalent amount in cash, in addition to overtime rates.

#### **ARTICLE 21 - HOURS OF WORK**

21.01 The Association and the Union agree that the hours of operations of the Association shall be twenty-four (24) hours per day and seven (7) days per week.

21.02 For the purpose of computing overtime pay, the normal work week shall be forty (40) hours. This clause shall not be considered as a guarantee of hours of work in a day or in a week.

21.03 The Association shall use its best efforts to provide employees with the maximum number of hours requested by employees in accordance with an employee's stated availability. The number of hours actually worked by employees in a day or in a week is fully dependent upon:

- (a) an employee's stated availability;
- (b) the number of hours of service ordered by the Association's purchasers of service;
- (c) the needs of the Association's clients (including continuity of care), and
- (d) seniority.

- (e) The parties recognize that many service needs of the Association exist outside the normal hours of work as defined under Article 20.01, The Association will first post internally for these hours of work and such hours of work and availability shall become the normal hours of work and availability for such employees. Once an employee has been accepted for these assignments she shall not request a return to her original hours of work for six (6) months. If insufficient applicants are identified by the posting, the Employer may recruit externally. Where these hours of work are such that the employee works the weekend as part of her normal hours of work and availability, Article 23 - Weekend Work shall not apply.

21.04 Where an employee is scheduled to work a full day assignment or two (2) assignments in a day for a total of eight (8) hours or less, included in the assignments(s) shall be:

- (a) time worked;
- (b) two (2) fifteen (15) minutes rest periods, one in the morning and one in the afternoon; and
- (c) one-half (1/2) hour paid lunch break. The employee may arrange to take the full one-half (1/2) hour lunch break with either the morning or the afternoon client depending on client condition.

21.05 Where an employee is scheduled to work two (2) assignments in a day which total less than eight (8) hours, included therein shall be:

- (a) time worked; and
- (b) two (2) fifteen (15) minutes rest periods, one in the morning and one in the afternoon.

21.06 Where an employee is scheduled to work only one assignment in a day for a total of four (4) hours or less, the assignment shall include:

- a) time worked; and
- (b) one (1) fifteen (15) minute rest period.

21.07 Where an employee is scheduled to work an assignment totalling more than 8 hours but not more than 12 hours in a 24 hour period, included in the assignment(s) shall be:

- (a) time worked, and either;
- (b) two 15 minute period rest periods and one 30 minute paid lunch break for assignments up to and including ten hours; or
- (c) two (2) 20 minute paid rest periods and one (1) 30 minute paid lunch meal for an assignment over 10 hours.

The Association will inform the client that the worker is entitled to the above lunch and rest breaks. If the worker is unable to take those meals due to the client's needs, the Association will work with the client, the employee and the CCAC to provide as close to the above-described breaks as possible. When it is impossible to provide the above-described breaks, the employee will report to the supervisor upon completion of the shift the reasons for the missed breaks. Based on this report, the supervisor will authorize pay at the worker's regular hourly rate equivalent to the difference between the break time actually taken and the break time described.

21.08 The Association will endeavour to arrange work assignments for employees within one (1) hour from the employee's residence or other designated location as mutually agreed to by the employee and the Association. If the Association fails to do so, the employee shall be paid at the rate of one and one-half (1 1/2) times her regular hourly rate of pay if, at the request of the Association, any additional time is worked as a result of travel time in excess of one (1) hour.

21.09 Employees who report for any scheduled work assignment will be guaranteed the number of hours specified in the assignment except when such work is not available due to conditions beyond the control of the Association.

## **ARTICLE 22 - OVERTIME**

22.01 Full-time employees covered by this Agreement shall be paid for all hours worked in excess of the normal hours of work each week at the rate of one and one-half (1 1/2) times her regular hourly rate of pay.

22.02 **An** employee who is assigned to work on Saturday or Sunday in accordance with Article 24, shall be paid at the rate of one and one-half (1 1/2) times her regular hourly rate of pay for all hours worked in excess of the normal weekly hours of work.

22.03 Employees shall be paid for all scheduled work assignments on the seventh (7th) consecutive day worked at the rate of two (2) times her regular hourly rate of pay.

22.04 There shall be no pyramiding of the premium provisions of this Article.

22.05 The Association agrees to distribute overtime as equitably as practical. Employees shall co-operate with the Association in working overtime when requested.

#### ARTICLE 23 - TRAVEL

23.01 Subject to supervisor's approval, the agency will provide reimbursement for taxi fare from the nearest T.T.C. stop to the client's residence where time, distance or weather conditions warrant. In such situations the employee must remit a taxi receipt to the agency, in order to receive reimbursement.

#### ARTICLE 24 - WEEKEND WORK

24.01 Employees shall be required to be available for weekend work up to eight (8) times in a calendar year. Employees on the weekend roster must be available for work on the weekend dates her name appears on the roster. On a long weekend employees on the roster must also be available to work on the holiday.

24.02 Employees on the weekend roster will be available to work on one of the weekend days, either Saturday, Sunday or the Statutory Holiday on a rotational basis.

24.03 The Association shall attempt to contact employees on the roster with their weekend assignments directly at home or at another phone number provided by the employee, or failing that, by voice mail. Employees are responsible for checking their voice mail. The Association shall attempt to contact employees on the roster with their weekend assignments no later than 11:00 a.m. on the day that the employee is required to be available to work. **An** employee who has not been contacted by the Association by 11:00 a.m. on the day that the employee is required to be available, will not be required to work on that day.

24.04 An employee who works on Saturday or Sunday will be paid at her regular hourly rate of pay unless she is entitled to overtime pay in accordance with Article 21.02.

#### **ARTICLE 25 - SICK LEAVE/SICK PAY**

25.01 An employee who is absent due to illness or injury (whether or not Workers Safety and Insurance Board benefits are being received) will be responsible for the payment of the benefit premium.

25.02 Following an absence due to illness or injury (whether or not Workers Safety and Insurance Board benefits were being received) a medical certificate from a physician may be required by the Association before the employee may return to work.

25.03 When an employee who is scheduled to work is unable to do so due to illness or injury, she must notify the Association and leave a message with the Answering Machine for the office on:

Weekdays: by 7:00 a.m. with the Answering Service for assignments starting before 12:00 noon; with the Office by 9:00 a.m. for assignments beginning after 12:00 noon and by 3:00 p.m. for evening and midnight assignments.

Weekends: with the Answering Service by 7:00 a.m. for all assignments starting before 5:00 p.m., and with the Answering Service by 10:30 a.m. for all evening and night assignments.

#### **ARTICLE 26 - CALL IN PAY**

26.01 If an employee who has left a client's residence after completing a scheduled work assignment is subsequently called back to work for an assignment prior to her next scheduled assignment she shall be paid a minimum of four (4) hours' pay at one and one-half (1 1/2) times of her regular hourly rate of pay. This clause shall not apply where an employee is instructed to report early for a previously scheduled work assignment.

#### **ARTICLE 27 - MISCELLANEOUS**

##### **27.01 Bulletin Board**

The Association will provide a bulletin board in a mutually satisfactory location at the Association's official office or offices



for the convenience of the Union for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the local Union and submitted to the Association for approval prior to being posted.

#### **27.02 Personnel File**

An employee shall have the right to review her personnel file following reasonable verbal notice to the employee's immediate supervisor.

Any warning letter or record of verbal counselling will be removed from the employee's personnel file twelve (12) months following the date of such letter, provided that the employee's record has been discipline free for such twelve (12) month period.

Any suspension or other sanction not described in the paragraph above will be removed from the employee's personnel file eighteen (18) months following the date of such suspension or other sanction provided that the employee's record has been discipline free for such eighteen (18) months period.

#### **27.03 PSW Training**

The parties agree that the process for attaining PSW training must be transparent and fair. To that end, the parties agree that seniority will be the primary factor in determining access to training with operational needs (including geographic and scheduling concerns) taken into account.

#### **27.04 Printing Costs**

The Association and the Union will share equally in the costs of printing of the Collective Agreement in a form mutually agreed upon.

### **ARTICLE 28 - DURATION OF AGREEMENT**

28.01 This Agreement shall be effective on the date of ratification hereof and shall continue thereafter until March 31, 2004. Thereafter, this Agreement shall continue from year to year unless written notice of intent to terminate or amend this Agreement is given by either party within a period of ninety (90) days immediately prior to the expiration date. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than thirty (30) days after the date of such written notice.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this \_\_\_\_\_ day of 10th October 2001.

FOR THE ASSOCIATION:

Ernst Paas  
L. Drijf  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

D. Jansen  
Elizabeth E Gordon  
Laure M Donald  
Maria Veris  
L. Colabrese

CM/CPL

APPENDIX "A"

VISITING HOMEMAKERS ASSOCIATION HOME HEALTH CARE

SEIU WAGE GRID FOR HOME SUPPORT STAFF

(EFFECTIVE APRIL 1, 2001)

	UP TO 1399 hr.	1400 to 2799 hr.	2800 to 4199 hr.	4200 to 5599 hr.	5600 to 6999 hr	7000 8399 hr	8400 hr.
Level I	\$11.52	\$11.77	\$12.12	\$12.42	\$12.72	\$13.02	\$13.32
*	0.17	0.17	0.17	0.17	0.17	0.17	0.17
	<b>\$11.69</b>	<b>\$11.94</b>	<b>\$12.29</b>	<b>\$12.59</b>	<b>\$12.89</b>	<b>\$13.19</b>	<b>\$13.49</b>
Level II **	\$12.02	\$12.32	\$12.62	\$12.92	\$13.22	\$13.52	\$13.82
	0.17	0.17	0.17	0.17	0.17	0.17	0.17
	<b>\$12.19</b>	<b>12.49</b>	<b>\$12.79</b>	<b>\$13.09</b>	<b>\$13.39</b>	<b>\$13.69</b>	<b>\$13.99</b>
Level III	\$12.52	\$12.82	\$13.12	\$13.42	\$13.72	\$14.02	\$14.32
	0.17	0.17	0.17	0.17	0.17	0.17	0.17
	<b>\$12.69</b>	<b>\$12.99</b>	<b>\$13.29</b>	<b>\$13.59</b>	<b>\$13.89</b>	<b>\$14.19</b>	<b>\$14.49</b>
Level IV ****	\$12.77	\$13.07	\$13.37	\$13.67	\$13.97	\$14.27	\$14.57
	0.17	0.17	0.17	0.17	0.17	0.17	0.17
	<b>\$12.94</b>	<b>\$13.24</b>	<b>\$13.54</b>	<b>\$13.84</b>	<b>\$14.14</b>	<b>\$14.44</b>	<b>\$14.74</b>

The wage rates include \$1.83 representing the conversion of travel time and cost, one float holiday and sick leave. In addition, the wage rates include Pay Equity adjustment through December 31, 2000.

\* Effective April 2001, new travel time compensation of \$0.17 per hour is included in the wage.

- \*\* Level II: HS II, HS III, PA + 2, Nursing abroad, training
- \*\*\* Level III: PSW, RN, RPN
- \*\*\*\* Level IV: Level III + training

APPENDIX "A"

VISITING HOMEMAKERS ASSOCIATION HOME HEALTH CARE

SEIU WAGE GRID FOR HOME SUPPORT STAFF

(Effective April 1, 2002)

	UP TO 1399 hr. 1399 hr.	1400 to 2799 hr.	2800 to 4199 hr.	4200 to 5599 hr.	5600 to 6999 hr	7000 8399 hr	8400 hr.
Level 1	\$11.92	\$12.23	\$12.54	\$12.84	\$13.14	\$13.45	\$13.76
*	0.17	0.17	0.17	0.17	0.17	0.17	0.17
	<b>\$12.09</b>	<b>\$12.40</b>	<b>\$12.70</b>	<b>\$13.01</b>	<b>\$13.31</b>	<b>\$13.62</b>	<b>\$13.93</b>
Level II **	<del>\$12.43</del>	\$12.74	\$13.05	\$13.35	\$13.66	\$13.96	\$14.27
	<del>0.17</del>	0.17	0.17	0.17	0.17		
	<b>\$12.60</b>						
Level III	<del>\$12.90</del>	\$12.91	\$13.21	\$13.52	\$13.83	\$14.13	\$14.44
Level III	<del>\$12.94</del>	\$13.25	\$13.56	\$13.86	\$14.17	\$14.47	\$14.78
	<del>0.17</del>	0.17	0.17	0.17	0.17	0.17	0.17
	<b>\$13.11</b>						
Level IV ****	<del>\$13.20</del>	\$13.42	\$13.73	\$14.03	\$14.34	\$14.64	\$14.95
Level IV ****	\$13.20	\$13.50	\$13.81	<del>\$14.12</del>	<del>\$14.42</del>	\$14.73	\$15.03
	0.17		0.17	0.17	0.17	0.17	0.17
	<b>\$13.37</b>	<b>\$13.67</b>	<b>\$13.98</b>	<b>\$14.29</b>	<b>\$14.59</b>	<b>\$14.90</b>	<b>\$15.20</b>

- \*\* Level 11: HS II, HS III, PA + 2, Nursing abroad, training
- \*\*\* Level III: PSW, RN, RPN
- \*\*\*\* Level IV: Level III + training

APPENDIX "A"

VISITING HOMEMAKERS ASSOCIATION HOME HEALTH CARE

SEIU WAGE GRID FOR HOME SUPPORT STAFF

(Effective April 1, 2003)

	UP TO 1399 hr.	1400 to 2799 hr.	2800 to 4199 hr.	4200 to 5599 hr.	5600 to 6999 hr	7000 8399 hr	8400 hr.
Level 1	\$12.22	\$12.54	\$12.84	\$13.16	\$13.47	\$13.79	\$14.10
*	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>
	<b>\$12.39</b>	<b>\$12.71</b>	<b>\$13.01</b>	<b>\$13.33</b>	<b>\$13.64</b>	<b>\$13.96</b>	<b>\$14.27</b>
Level II **	\$12.74	\$13.06	\$13.37	\$13.68	\$14.00	\$14.31	\$14.63
	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>
	<b>\$12.91</b>	<b>\$13.23</b>	<b>\$13.54</b>	<b>\$13.85</b>	<b>\$14.17</b>	<b>\$14.33</b>	<b>\$14.80</b>
Level III	\$13.26	\$13.58	\$13.90	\$14.21	\$14.52	\$14.83	\$15.15
	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>
	<b>\$13.43</b>	<b>\$13.75</b>	<b>\$14.07</b>	<b>\$14.38</b>	<b>\$14.69</b>	<b>\$15.00</b>	<b>\$15.32</b>
Level IV ****	\$13.53	\$13.84	\$14.16	\$14.47	\$14.78	\$15.10	\$15.41
	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>	<u>0.17</u>
	<b>\$13.70</b>	<b>\$14.01</b>	<b>\$14.33</b>	<b>\$14.64</b>	<b>\$14.95</b>	<b>\$15.27</b>	<b>\$15.58</b>

\*\* Level 11: HS II, HS III, PA + 2, Nursing abroad, training

\*\*\* Level 111: PSW, RN, RPN

\*\*\*\* Level IV: Level III + training

## APPENDIX "A"

### Criteria for application of proposed SEIU Wage Grid for Home Support/PSW Staff

1. **Experience/Hours Worked:** billable hours. Move on the grid every 1400 hours worked, including time on pregnancy and parental leave.
2. **Training Levels**

**For initial placement** on the new wage grid, employees will have attended and have documented in their CIMS Personnel file, 20 hours of the following education or training sessions, sponsored, provided or recognized by the Visiting Homemakers Association, Human Resources Department, as recommended by V.H.A. Education Committee. These criteria will apply throughout to all certified and non certified (ie: PSW, RPN, RN, HSW 2 and 3) levels of staff.

Mothercraft  
Alzheimers  
Preceptor training (equivalency 12 hours)  
Palliative  
Mental Health  
AIDS/HIV  
Transfer and Lifts

The Employer reserves the right: to add/or delete eligible training courses in accordance with verifiable and definable trends as determined by the Education Committee in consultation with the HR Director and notification to the Union.

#### **Post Ratification Placement on Wage Grid:**

Employees must attend or achieve a minimum of 20 hours of job related education or training which has been previously approved and signed by the employee's Coordinator and by the HR Supervisor. Proof of attendance and or completion of training is required before moving to increment.

**APPENDIX "B"**

**VISITING HOMEMAKERS ASSOCIATION HEALTH CARE  
HEALTH SERVICES WAGE GRID  
EFFECTIVE JANUARY 2001**

RN and BScN	STEP	RN Visiting (\$ per visit) * RNV	RN SHIFT (\$ PER HOUR) ** RNVIS ***
Class 1- RN Base Rates	1	\$26.24	\$23.91
	2	26.81	24.54
	3	27.43	25.17
Class 2 - BScN Base Rates	1	26.86	24.54
	2	27.43	25.17
	3	28.06	25.80
Class 3 - RN with Specialty/Certification	1	29.32	25.80
	2	29.95	26.42
	3	30.58	27.06
Class 4 - BScN with Specialty/Certification	1	29.95	26.42
	2	30.58	27.06
	3	31.21	27.69

RPN	STEP	RPN Visiting (\$ per visit) * RNV	RPN SHIFT (\$ PER HOUR) ** RPNV1 ***
Class 7- RPN Base Rates	1	\$20.13	\$17.62
	2	20.45	17.93
	3	20.77	18.25
Class 8 - RPN with Specialty/Certification	1	22.65	18.88
	2	22.97	19.20
	3	23.28	19.50

Step 1 = up to 3 + years experience  
 Step 2 = from 4 to 5 + years experience  
 Step 3 = 6 or more years experience

\* Wage rate include benefits, travel and vacation pay

\*\* Wage rate include benefits and vacation pay.

Effective April 1, 2002, the above rates will be increased by 2%.  
 Effective April 1, 2003, the above rates will be increased by further 2.5%.

APPENDIX "C"

(Ref: Article 2.02 "Part-time **Employees**")

A.1 The foregoing provisions of this Collective Agreement shall also apply to part-time employees (as defined in Article 2.02) even where the reference is to full-time employees except that part-time employees shall:

- (a) receive maternity leave in accordance with the provisions of the Employment Standards Act, not under Article 14.06;
- (b) receive vacation and vacation pay as determined, under the Employment Standards Act, not under Article 19.01;
- (c) not be required to participate in the benefit plans in Article 15.



**APPENDIX "D"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**VISITING HOMEMAKERS ASSOCIATION**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204**

The parties agree as follows:

1. The collective agreement between VHA and SEIU, Local 204 applies to the RN's and RPN's performing nursing services except as amended by the addendum negotiated or arbitrated as set out below. For the period of the addendum negotiations, Visiting Homemakers Association will continue its current policies and practices with respect to the terms and conditions of employment of the RN's and RPN's performing nursing services.
2. The parties agree to meet to review the current practices of V.H.A. with respect to the terms and conditions of employment of the RN's and RPN's performing nursing services. The parties agree to negotiate an addendum to the 2001 - 2004 Collective Agreement, which will set out unique terms and conditions necessary for the nursing operations and necessary for the certified staff performing the nursing work.
3. The parties agree to make their best efforts to reach agreement on these terms within six (6) months. If they are not able to reach agreement within six months, or any extension of time mutually agreed, the parties will submit the matter to final and binding Mediation/Arbitration.

Dated at Toronto this 10<sup>th</sup> day of October 2001.

FOR THE ASSOCIATION

FOR THE UNION

\_\_\_\_\_  
*Susan Pawl*  
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*Candice McDonald*  
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*Elizabeth R Gordon*  
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*Maria Luzzi*  
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*Debra Lewis*  
\_\_\_\_\_  
*Lo Colabrese*  
\_\_\_\_\_

APPENDIX "E"

LETTER OF UNDERSTANDING

BETWEEN

VISITING HOMEMAKERS ASSOCIATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

The parties agree as follows:

1. The Scope clauses in the collective agreement have been revised to include all employees of **V.H.A.** in the County of Durham, (with the exceptions as stated in the Scope clauses.)  
The terms of the collective agreement apply to the employees in the County of Durham except as modified through the addendum negotiations in paragraph 2 below. The wage scale is not subject to the addendum negotiations.
2. The parties agree to meet to review the current practices of the Red Cross in the County of Durham and to negotiate an addendum to the 2001 - 2004 collective agreement, which will set out unique terms and conditions necessary for **V.H.A.'s** operations in the County of Durham and necessary for the benefit of the County of Durham **V.H.A.** employees.
3. The parties agree to make their best efforts to reach agreement on these terms within six (6) months. If they are not able to reach agreement within six months, or any extension of time by mutual agreement, the parties will submit the matter to final and binding Mediation/Arbitration.

Dated at Toronto this 10th day of October 2001.

FOR THE ASSOCIATION

FOR THE UNION

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Elizabeth R Gordon  
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Lea M Donald  
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Maud Vini  
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B. K. L. W.  
\_\_\_\_\_  
E. Colabrese  
\_\_\_\_\_

LETTER OF UNDERSTANDING

March 17, 2000


Mr. Mark Ortlieb  
President  
Service Employees International  
Union, Local 204  
1 Credit Union Drive  
Toronto, Ontario  
M4A 2S6

Dear Mr. Ortlieb:

This is to confirm that those employees who are currently in Category III (60 hour guarantee) and Category IV (70 hour guarantee) of the Association's Categories of Employment shall remain in these categories until the termination of their employment, providing they continue to meet the eligibility requirements.

The current eligibility requirements provide that any period of non-availability automatically cancels the 60 or 70 hour guarantee for the pay period. Non-availability is applied when an employee is unavailable for work (i.e. cannot be reached by the Association for a work assignment or refuses to work during any period of stated availability for which she has no previously scheduled assignment, when requested to do so).

Yours truly,



David Wright  
Executive Director

Confirmed:

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M. Ortlieb  
S.E.I.U., Local 204

LETTER OF UNDERSTANDING

BETWEEN

VISITING HOMEMAKERS ASSOCIATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

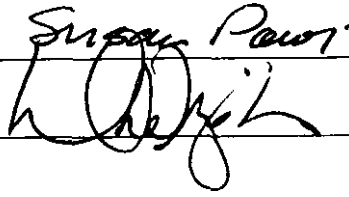
The parties agree that the Association will make its best efforts to provide office space and a telephone for 1/2 day per week for one steward to conduct union business. The steward shall be paid for her time on that half day at her normal hourly rate.

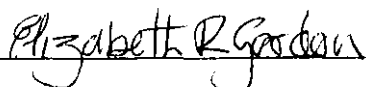
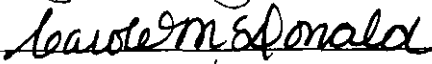

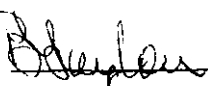
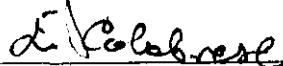
Should any difficulties arise, such as space constraints, the parties will work to find a practical solution designed to maintain the service to the membership represented by the current arrangement.

Dated at Toronto this 10<sup>th</sup> day of October 2001.

FOR THE ASSOCIATION

FOR THE UNION

Susan Power  
  
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LETTER OF UNDERSTANDING

BETWEEN

VISITING HOMEMAKERS ASSOCIATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

The parties agree that three months before the end of the current contract of insurance, the Insurance Subcommittee (composed of Management and Union representatives) will endeavour to find the same benefits coverage at a cheaper cost from another insurance carrier. As part of this research, the Insurance Subcommittee will consider the insurance plan developed by the Union.

Dated at Toronto this 10<sup>th</sup> day of October 2001.

FOR THE ASSOCIATION

FOR THE UNION

*Suzanne Lewis*  
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*L. O. Duff*  
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*Elizabeth E Gordon*  
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*Leanne M Donald*  
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*Maria Verc*  
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*D. Duff*  
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*S. Colabrese*  
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LETTER OF UNDERSTANDING

BETWEEN

VISITING HOMEMAKERS ASSOCIATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

The parties are committed to considering introducing a pension plan for V.H.A. employees in the next collective agreement. Six months before the expiration of the collective agreement, the Insurance Subcommittee will meet to review the Nursing Homes and Related Industries Pension Plan, hold an information session with the Nursing Home and Related Industries Pension Plan staff and the Insurance Subcommittee, and present educational materials to the membership at a unit meeting following that information session.

This material will be made available to the bargaining representatives for each party for the next collective agreement.

Dated at Toronto this 10<sup>th</sup> day of October 2001.

FOR THE ASSOCIATION

FOR THE UNION

Sydney Lawi  
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Elizabeth R Gordon  
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Leanne McDonald  
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Maud Verin  
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E. Colabrese  
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LETTER OF UNDERSTANDING

BETWEEN

VISITING HOMEMAKERS ASSOCIATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

In the event that V.H.A. receives increased funding either directly from the government or through the CCAC (exclusive of the RFP process), the parties will meet to determine what portion of the increase in funding will be applied to wages and benefits.

Dated at Toronto this 10<sup>th</sup> day of October 2001.

FOR THE ASSOCIATION

FOR THE UNION

Susan Power  
K. Wong  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Elizabeth R Gordon  
Lorraine McDonald  
B. Bayliss  
Mandy Kins  
E. Colabrese  
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**ADDENDUM OF AGREEMENT**

**BETWEEN: VISITING HOMEMAERS ASSOCIATION**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204**

The Terms and conditions of the Collective Agreement attached to this Addendum will apply to the employee of Durham Region, save and except as modified by this Addendum in the following manner:

**1. Recognition**

The Association recognizes the Union as the exclusive bargaining agent of all employees of the Visiting Homemakers Association in Durham Region, save and except supervisors, persons above the rank of Supervisors, office and clerical staff.

**2. Committees**

- (a) The Association agrees to recognize three (3) employees covered by this Addendum selected by the Union as stewards in addition to Article 7.02(a) in the Collective Agreement.
- (b) The Association agrees to recognize three (3) employees covered by this Addendum selected by the Union as Negotiating Committee members in addition to Article 7.02(d) in the Collective Agreement.
- (c) The Association agrees to recognize three (3) employees covered by this Addendum selected by the Union as representative to the Labour/Management Committee in addition to Article 7.02(e) in the Collective Agreement.
- (d) The Association agrees to recognize one (1) employee covered by this Addendum selected by the Union as a representative to the Joint Accident Prevention Health and Safety Committee in addition to Article 17.01(b).

3. Travel Allowance

The Association agrees to continue its policy of paying thirty-two cents (.32) per kilometer to any employee who travels in the performance of her duties. The policy is subject to review at the Fall, 2001 Labour/Management Committee meeting.

4. Service

Employees transferring from another service provider will be treated for all service related purposes as though they had been working at the Visiting Homemakers Association.

Note: This is provided as a one-time application to those employees employed during the month of June, 2001.

Dated at Toronto this 10th day of October 2001.

FOR THE ASSOCIATION

Suzanne Paus  
[Signature]  
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\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

[Signature]  
[Signature]  
F. Hunt  
Elizabeth R Gordon  
\_\_\_\_\_  
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**ADDENDUM OF AGREEMENT**

**BETWEEN: VISITING HOMEMAKERS ASSOCIATION**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**LOCAL 204**

**APPENDIX "C"**

**Agreement Respecting Casual Registered Nurses and Casual Registered  
Practical Nurses**

**C1.1** The following provisions of this Appendix "C" to the Collective Agreement apply to casual registered nurses ("RNs") and casual registered practical nurses ("RPNs") (as defined in this Appendix C).

Unless specifically referred to in this Appendix C, the provisions of the Collective Agreement do not apply to the nurses covered by this Appendix C. With respect to RNs and RPNs, should there be any conflict between the provisions herein and the Collective Agreement the provisions of this Appendix C shall govern.

**C1.2** Articles 1, 2, 3, 4, 5, 6, 7.01, 7.03 - 7.11, 8, 9, 14, 16, 18.01 - 18.04, 18.06 and 27 of the Collective Agreement shall apply to nurses.

**C2. DEFINITIONS**

**C2.1** A Registered Nurse ("RN") is defined as a person who holds a certificate of competence from the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act. A Registered Nurse is required to present her current certificate of competence to the Executive Director or his designate by 15 February of each year. This date may be extended where the nurse provides a reason satisfactory to the Executive Director or his designate. Failure to provide the certificate or such satisfactory reason shall result in a suspension from duty until the current certificate is presented.

**C2.2** A Registered Practical Nurse ("RPN") is defined as a person who is registered as such by the College of Nurses of Ontario in accordance with the Regulated Health Professionals Act.

A BSCN (Bachelor of Science in Nursing) includes a BN (Bachelor of Nursing) a BAAN (Bachelor of Applied Arts in Nursing). A BSCN is an undergraduate level degree in nursing recognized by Canadian universities.

**C2.3** A casual nurse is one who may elect to work or not to work when requested to do so.

**C2.4** The term "nurses" when used throughout this Appendix C shall mean persons employed by the Employer and covered by this Appendix C.

**C3. UNION STEWARDS, GRIEVANCE COMMITTEE, NEGOTIATING COMMITTEE**

**C3.1** In addition to those Stewards recognized in 7.02(a) of the Collective Agreement, the Association agrees to recognize one Steward who is an RN and one Steward who is an RPN selected by the Union to be Stewards for the purpose of representing RNs and RPNs, as the case may be, and dealing with Union business as it relates to RNs under this Collective Agreement and Appendix C.

**C3.2** The Stewards referred to in section C3.1 shall be included as members of the Grievance Committee referred to in Article 7.02(c) of the Collective Agreement.

**C3.3** In addition to the employees recognized as members of the Negotiating Committee as referred to in Article 7.02(d) of the Collective Agreement, the Association agrees to recognize an RN and an RPN to be elected or appointed by the Union from the nurses to be members of a separate Negotiating Committee.

**C3.4** The Association agrees to recognize two additional representatives (one RN and one RPN) to become members of the Labour/Management Committee referred to in Article 7.02(e) of the Collective Agreement.

#### C4. SENIORITY

- C4.1 Probationary Period.** A newly hired nurse will be considered to be on probation for a period of 450 hours of work in the bargaining unit, it being understood that a further period of probation of 300 hours may be established by mutual agreement between the Union and Association. Where the period of probation is extended by the Association, the Association will notify the Union in writing.
- C4.2** Notwithstanding anything in this Agreement or Appendix C, probationary nurses shall have no seniority standing and the Association may suspend, discharge or otherwise discipline a probationary nurse at **any** time during the employee's probationary period or any extension thereof for any reason whatsoever and such action by the Association shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties.
- C4.3** Upon successful completion of the probationary period, the employee's name will be placed on the appropriate seniority list and credit shall be given for the number of hours of work actually completed by the employee with the Association since the date of last hire
- C4.4** Seniority Lists. Seniority lists shall be prepared according to the records of the Association on an annual basis and posted on a bulletin board provided by the Association. Separate seniority lists shall be prepared for casual RNs and casual RPNs.
- Seniority as posted shall be deemed to be final and not subject to complaint unless such complaints made within twenty (20) calendar days from the date of posting. New nurses appearing on the applicable list for the first time shall have ten (10) calendar days to challenge their position on the list.
- C4.5** Definition of Seniority. Nurses will accumulate seniority on the basis of their hours worked in the bargaining unit from their last date of hire. 1500 hours worked equals one (1) year of seniority and service.

**C4.6** If an RN transfers to an RPN position or vice versa, for purposes of eligibility for vacation, benefits, pregnancy and parental leave and statutory holidays the nurse's date of last hire shall apply. For purposes of seniority, the nurse shall be treated as a new hire.

**C5. LAY-OFF AND RECALL**

**C5.1** In the event of a lay-off concerning RN's, the Association agrees that RN's shall be laid off in the reverse order of their seniority in accordance with their separate seniority list. In the event of a lay-off concerning RPN's, the Association agrees that RPN's shall be laid off in reverse order of their seniority in accordance with their separate seniority list. When work becomes available, nurses shall be recalled to work in order of seniority according to the applicable seniority list provided that in the opinion of the Association they have the ability to perform the available work. It is the responsibility of the nurses to ensure that the Association has a current address and telephone number at all times. If a nurse should fail to do so, the Association will not be responsible for failure of any communication to reach the nurse.

**C5.2** Any nurse who is laid off may displace a nurse with less seniority according to the applicable seniority list for her position provided that she possesses the necessary skills and qualifications, is capable of performing the duties for such work and provided that any such displacement does not result in an inconsistency of service to the Association's clients.

**C5.3** In determining the ability of a nurse to perform available work, the Association will consider:

(a) professional qualifications, training, experience, education, knowledge, ability to perform the normal requirements of the job; and

(b) seniority.

Where the Association determines that the factors in (a) are relatively equal, seniority shall be the governing factor.

**C5.4** Nurses on lay-off are entitled to apply for any vacancies and new positions in the bargaining unit arising out of a job posting.

**C6. JOB POSTING AND PROMOTIONS**

**C6.1** Articles 12.01 to 12.03 of the Collective Agreement shall apply to nurses.

**C6.2** In the event that the Association establishes a new method of scheduling work assignments, the Association agrees to give preference to employees in accordance with the method referred to in Article 12.03 of the Collective Agreement.

**C7. WAGES**

**C7.1** The Association agrees to increase all wage rates by 10% effective January 1, 2002. In addition, the Association and the Union agree to accept the Schedule of Wage Rates increases attached hereto as Appendix "D" and which forms part of this Appendix C and the Collective Agreement.

**C7.2** The applicable rate (shift or visiting) to be paid to the nurse for each hour worked shall be determined by the Association and the purchaser of the service. It is understood that a nurse shall not be paid at more than one rate per hour worked.

**C8. LEAVES OF ABSENCE**

**C8.1** The provisions of the Employment Standards Act regarding pregnancy and parental leave shall apply to casual nurses.

**C9. BENEFITS**

**C9.1** All employees who work over 20 hours per week and have passed their probation shall participate in a Group Benefits Plan, the terms and conditions of which are set out in the various contracts of insurance. New casual employees shall become eligible upon successful completion of probation unless they provide evidence of coverage under another Plan. Participation in the Group Benefits Plan shall be in accordance with the terms and conditions of the applicable plans, as amended from time to time. The Association reserves the right to change insurance carriers or plans at any time at its discretion.



Visiting Homemakers Association will pay 25% of the premium cost effective May 1, 2001; 35% effective April 1, 2002 and 50% effective April 1, 2003. Participating employees will pay the remainder of the premium.

**C9.2** Premiums shall be deducted from an eligible employee's pay on the first pay date of each month.

**C9.3** Life Insurance - Benefit \$25,000

**C9.4** Accidental Death and Dismemberment (AD&D) - Benefit \$25,000

**C9.5** Dependent Life - Benefit: \$5,000 spousal benefit, \$2,500 benefit per child

**C9.6** **Dental Plan**

Benefit: \$1,500 per person per year.

Basic and Minor Restorative: 100% reimbursement

Major restorative: 50% reimbursement

1999 Ontario Dental Association fee guide

\$50 deductible for single coverage

\$100 deductible for family coverage

**C9.7** **Weekly Indemnity**

**Benefit:** 67% of weekly earnings to a maximum of \$413.00 per week. Benefits payable from first day of non-work related hospitalization, first day of non-work related accident and first day of non-work related illness to a maximum benefit period of seventeen (17) weeks.

**C9.8** **Extended Health**

Benefit: Medi-Pack, which includes paramedical services, 100% reimbursement to a maximum of \$250.00 per individual per calendar year.

Nursing services to a maximum of \$10,000 per individual per calendar year.

Pay direct drugs with Drug card: 80% reimbursement, \$5.00 dispensing fee cap, and \$5.00 annual deductible.

#### **HEALTH AND SAFETY**

**C9.9** Article 17.01 shall apply to nurses. The Association agrees to recognize one RN and one RPN to be selected or appointed by the Union from amongst the bargaining unit employees as members of the Joint Accident Prevention - Health and Safety Committee as referred to in Article 17.01 of the Collective Agreement.

#### **C10. VACATIONS**

**C10.1** Casual Nurses shall be entitled to vacation pay in the amount of 4% of their regular straight time hourly rate, which will be paid on gross earning on each pay period.

#### **C11. HOURS OF WORK**

**C11.1** Hours of Work and Scheduling. Casual nurses have no regular hours of work nor shall any nursing schedule established by the Employer be construed to be a guarantee of the hours of work to be performed by a nurse on each shift or during each shift schedule.

(a) Nurses will provide the Association with their availability two weeks in advance of each two-week period of the calendar year.

(b) The Association shall endeavour to offer the nurse her schedule as soon as reasonably practicable.

**C11.2** The Association shall use its best efforts to provide nurses with the maximum number of hours requested by nurses in accordance with a nurse's stated availability. The number of hours actually worked by nurses in a day or in a week is fully dependent upon:

(a) an employee's stated availability;

(b) a client's clinical needs; and

(c) the number of hours of service ordered by the Association's purchaser of service.

**C12. OVERTIME**

- C12.1** Nurses covered by this Appendix C shall be paid for all hours worked in excess of 75 hours per two week period at the rate of one and one half (1 ½) times her regular hourly rate of pay.
- C12.2** There shall be no pyramiding of the premium provisions of this Appendix or the Collective Agreement.
- C12.3** The Association agrees to distribute overtime in accordance with Section C13.2. Nurses shall endeavour to co-operate with the Association in working overtime when required.

**C13. CALLING IN SICK**

- C13.1** Where a nurse is scheduled to work and is unable to attend due to illness or injury, the nurse must notify her immediate supervisor or the after hours staff directly by calling the nursing department to notify the on-call staff or Nursing Co-ordinator.

**Letter of Understanding regarding Guaranteed Hours (Pilot project)**

This letter is to confirm that those nurses who are, as of the date of ratification of this Appendix C, in the position of Registered Nurse and Registered Practical Nurse with work week guarantees shall remain in this category until terminated in accordance with the terms of their Employment Agreements or on the date the Association provides the applicable nurse notice of its decision to terminate the pilot project.

**C14. Shift Premium**

- C14.1** A nurse shall be paid a shift premium of \$1.00 per hour for all hours worked between 2200 hours and 0700 hours Monday to Friday, and \$2.00 per hour for all hours worked between 2200 hours and 0700 hours Saturday and Sunday.
- C14.2** The shift premium is not payable for hours for which the shift is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premium payable under the provisions of the Collective Agreement.

Dated at Toronto this 28 day of January 2002

FOR THE ASSOCIATION

Susan Power  
K. C. [Signature]  
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\_\_\_\_\_

FORTHEUNION

[Signature]  
Laurie McDonald  
Elizabeth R Gordon  
[Signature], R.N.  
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