

Unit No. 180 & 143

COLLECTIVE AGREEMENT  
BETWEEN  
VHA HOME HEALTHCARE  
AND –  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA

**EXPIRY: MARCH 31, 2011**

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## COLLECTIVE AGREEMENT

### BETWEEN

#### VHA HOME HEALTHCARE ("VHA")

- and -

#### SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 111 CANADA (the "Union")

### ARTICLE 1 – PURPOSE

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

### PART A – CENTRAL AGREEMENT

Part A – Articles 2 – 21 apply to all employees within the bargaining unit except as amended by the other parts of the collective agreement.

### ARTICLE 2 – RECOGNITION AND SCOPE

VHA recognizes the Union as the exclusive bargaining agent of all employees of VHA Home HealthCare in the City of Toronto and Region of Durham **and for those nurses employed by VHA in the Region of York as at the commencement date of this agreement** 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 or thirty-five (35) visits per week and students employed during the school vacation period.

VHA also recognizes the Union as the exclusive bargaining agent of all employees of VHA Home HealthCare in the City of Toronto and Region of Durham regularly employed for not more than twenty-four (24) hours or thirty-five (35) visits 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 specifically set out in Articles **32, 43 and 44**.

### DEFINITIONS

- 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 The term “nurse” and “nurses” when used throughout this collective agreement shall include both Registered Nurse(s) (RN) and Registered Practical Nurse(s) (RPN) except where otherwise identified.
- 2.06 A Registered Nurse (RN) is defined as a person who holds a certificate of registration from the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act.
- 2.07 The terms BScN (Bachelor of Science in Nursing) includes a BN (Bachelor of Nursing), and a BAAN (Bachelor of Applied Arts in Nursing). The term BScN is an undergraduate level degree in nursing recognized by Canadian universities.
- 2.08 A Registered Practical Nurse (RPN) is defined as a person who holds a certificate of registration from the College of Nurses of Ontario in accordance with the Regulated Health Professions Act.
- 2.09 A casual nurse is a nurse who may be called in to work as required by VHA and who may elect to work or not to work.

### **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 practiced 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 VHA 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 VHA.

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

- 4.01 VHA 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

5.10 It is recognized and agreed by both parties that VHA is a charitable, not for profit organization dependent upon public and private funding and volunteer support. Nothing in this Agreement shall be intended or interpreted as limiting the ability of VHA 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 VHA's operations and the direction of the working force are fixed exclusively with VHA and shall remain solely with VHA 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 VHA 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 VHA 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 VHA's mandate to provide quality services to the community and to obtain funding to provide such services.

5.02 VHA 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 VHA 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 to time, shall notify VHA, 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. **In addition, employees shall have deducted from their first pay, a one time initiation Fee as prescribed by the Union.**
- (c) Union dues will be deducted from the employees' pay each calendar month and the same shall be remitted by VHA to the Union not later than the last day of the month in which such deductions were made.
- (d) VHA 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. VHA 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. **Additionally VHA will note any employees currently on unpaid leave of absence.**
- (e) Upon request of the Union, but no more than two times per year, VHA will supply an updated list of employees' addresses.

**6.02 All deductions will be remitted electronically and through the use of electronic funds transfer.**

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

## **ARTICLE 7 – RELATIONSHIP AND REPRESENTATION**

7.01 VHA agrees that the **Union Representative** 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 VHA. VHA 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**

- (a) VHA agrees to recognize not more than twelve (12) employees selected by the Union as stewards (two (2) of whom shall be **Chief Stewards**, one for the City of Toronto and one for the Region of Durham) for the purpose of representing employees and dealing with Union business as provided under this Collective Agreement.
  - (i) **The Union agrees to furnish the Employer in writing with the names of the persons authorized to represent the Union and/or-**

Employees and shall promptly notify **the** Employer in writing of any changes in these names.

(ii) The Employer agrees to furnish the **Union** in writing with the names **of** the personnel directly supervising **SEIU** members **and** their managers and **shall** promptly notify **the** Union of any changes.

(b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

(c) VHA agrees to recognize six (6) of the stewards, selected in accordance with (a) above as the Grievance Committee (one of whom shall be a 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) VHA further agrees to recognize a Negotiating Committee comprised of eleven (11) 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 VHA.

(e) Labour Management Committee

VHA and the Union agree to form a committee consisting of up to **six (6)** representatives for the Employer and nine (**9**) representatives for the Union 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. Visiting nurses will be compensated at the shift nurse's rate for all hours attending these meetings.

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 VHA in writing from time to time as well as the effective date of their respective appointments. VHA 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 VHA 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 VHA.

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 VHA up to, but not including arbitration. Visiting nurses shall be compensated at the shift nurse's rate for all hours actually lost due to attendance at these meetings.

- 7.08 The Union further acknowledges 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 VHA'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 VHA, be permitted to enter VHA'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 VHA, up to but not including conciliation. Visiting nurses shall be compensated at the shift nurse's rate for all hours actually lost due to attendance at these meetings.
- 7.10 VHA 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 VHA and with all persons representing VHA in any supervisory capacity.

#### ARTICLE 8 – FULL TIME UNION OFFICERS

- 8.01 Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full time Union position.

It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of up to two (2) calendar years from the date of appointment, unless extended for a further specific period by agreement of the parties. Seniority and service shall continue to accumulate during such leave. Participation in the Group Benefit and Pension Plan shall be suspended during the period of the leave. Any waiting periods from re-instatement shall be waived.

#### ARTICLE 9 – GRIEVANCE PROCEDURE

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

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

**9.03** 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, VHA shall inform the employee of this right in advance.

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

#### **9.04 Complaint Stage**

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.

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

##### **Step 1**

The employee with the assistance of a union steward, if desired, must submit a written grievance, signed and dated by the employee, to her immediate supervisor. 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 **Manager** of Human Resources. Within ten (10) calendar days of receipt of the grievance by the **Manager** of Human Resources, unless extended by mutual agreement of the parties in writing, a meeting shall be held between VHA, an official of the Union, the grievor and the steward at which time the

grievance shall be discussed. The decision of VHA shall be given in writing within ten (10) calendar days following this meeting.

#### **9.06 Grievance Mediation**

- (a) 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.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) 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.

**9.07** 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.

#### **9.08 Policy Grievance**

A grievance or complaint arising directly between VHA 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 President/Chief

Executive Officer of VHA Home HealthCare or her designate 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 a VHA 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.

#### **9.09 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 VHA 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.

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

### **ARTICLE 10 – ARBITRATION**

#### **10.01 Sole Arbitrator**

- (a) In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a sole arbitrator in addition to that party's nominee to a tripartite board.

The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration, the matter shall be determined by a sole arbitrator and failing such agreement the regular arbitration procedures shall apply.

- (b) Board of Arbitration

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.

**(c) Mediation/Arbitration**

Arbitrators hearing grievances under this provision may be asked to act as mediator/arbitrators. The Arbitrators will attempt to mediate a settlement of the grievance. ~~If~~ the mediation is unsuccessful, the arbitrator may with the consent of both parties, proceed to arbitrate the matter.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

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

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

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

**10.05** 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.

**10.06** 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 or ~~of~~ the **Sole** Arbitrator.

**ARTICLE 11 - SENIORITY**

**11.01** 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 VHA. Where the period of probation is extended by VHA, VHA will notify the Union in writing.

Notwithstanding anything in this Agreement, probationary employees shall have no seniority standing and VHA 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 VHA shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties.

- 11.02 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 VHA since the date of last hire.

### **11.03 Seniority Lists**

Seniority lists shall be prepared according to the records of VHA on an annual basis and posted on a bulletin board provided by VHA. Separate seniority lists shall be prepared for all full-time, part-time and casual employees. Also, separate seniority lists shall be kept for Registered Nurses and Registered Practical Nurses respectively. Seniority as posted shall be deemed to be final and not 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.

### **11.04 Definition of Seniority**

- (a) 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.
- b) Seniority will accumulate during any paid absence of the Employee.**

### **11.05 Transfer of Service and Seniority**

An employee whose status is changed from full-time to part-time or casual shall receive credit for her full service and seniority in accordance with Article 10.04. An employee whose status is changed from part-time or casual to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1600 hours or 2333 visits worked, and will be enrolled in the employee benefit plans subject to meeting any waiting periods or other requirements of those plans and Articles **22 and 35**.

### **11.06 Loss of Seniority**

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

- (a) resigns;

- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) fails to report for scheduled work assignments for three (3) consecutive scheduled assignments without notifying VHA of such absence and providing a reason satisfactory to VHA for the absence or, is absent from work for three (3) consecutive scheduled assignments without permission from VHA;
- (d) has been laid off for the lesser of twenty four (24) calendar months or the length of her seniority;
- (e) is absent due to illness or disability 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 VHA 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, VHA 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 12 - LAY-OFF AND RECALL**

**12.01** In the event of a proposed layoff of a permanent or long term nature, VHA Home HealthCare will provide the Union with at least 30 days notice wherever possible. This notice is in addition to required notice for individual employees. The Employer will provide affected employees with notice in accordance with the Employment Standards Act.

**12.02** In the event of a lay-off, VHA agrees that employees shall be laid off in the reverse order of their seniority in accordance with their respective seniority lists commencing in the geographic location where the lay-off is to occur. When work becomes available, employees who have not lost their seniority as provided in Article 10 shall be recalled to work in order of seniority provided that in the opinion of VHA they have the ability to perform the available work. It is the responsibility of employees to ensure that VHA has a current address and telephone number at all times. If an employee should fail to do so, VHA will not be responsible for failure of any communication to reach the employee.

**12.03** Any employee who is laid off may displace an employee 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 VHA's clients.

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

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

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

**12.05** 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 13 - JOB POSTING AND PROMOTIONS**

**13.01** In order to ensure that employees are given the opportunity of applying for vacancies and new positions in the bargaining unit, VHA 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 VHA exceeds the number of VHA's employees. VHA may temporarily fill any vacancies while observing the procedure set forth in this Article.

**13.02** 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 VHA 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.

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

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

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



13.04 In the event that VHA establishes a new method of scheduling work assignments, VHA agrees to give preference to employees in accordance with Article 13.03.

#### ARTICLE 14 – CRIMINAL REFERENCE CHECK

14.01 As a condition of employment all employees are required to undergo a Criminal Reference Check (CRC), satisfactory to VHA. VHA will cover the full cost of the CRC conditional upon successful completion of the probationary period.

During the course of employment, employees are required to immediately inform the VP, Human Resources and Organizational Development in the event of circumstances which may have an impact on CRC status.

#### ARTICLE 15 - LEAVES OF ABSENCE

##### 15.01 Bereavement Leave

An employee who has successfully completed the probationary period who notifies VHA 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, **mother-in-law, father-in-law, step-mother, step-father, step-brother, step-sister, legal guardian.**

##### 15.02 Education Leave

- (a) Where employees are required by VHA to take training courses and seminars for the purpose of upgrading or acquiring new skills and qualifications, VHA shall grant such employees leaves of absence without pay. However, VHA 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. VHA shall pay the cost of such courses or seminars.
- (b) Leave of absence, without pay, to take further training courses or seminars related to the employee's work with VHA may be granted upon written application by the employee to her supervisor. It is understood and agreed that VHA 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 VHA offers courses, workshops or lectures to employees, attendance at such courses, workshops or lectures will be considered voluntary and attendance shall be without pay.

##### 15.03 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 VHA, 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:

- (a) notifies VHA 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 Manager, Human Resources** 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 VHA for work during the assigned hours when she is not required to attend at court or at the inquest.

#### 15.04 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 VHA and does not interfere with the proper care of VHA'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 ~~(is)~~ 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 submitted to Human Resources** and approved by VHA at least twenty-one (21) days prior to the commencement of the function for which the leave is requested.

#### 15.05 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 VHA and the needs of VHA's clients VHA may grant or withhold any application for leave of absence depending upon the circumstances.

Application for such leave shall be made in writing to VHA 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 VHA 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.

## 15.06 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 thirty-five (35) weeks following the birth of the child or the coming of the child into the custody, care and control of the employee for the first time.

**VHA will provide an employee with 100% of her/his regular weekly earnings during the two (2) weeks waiting period for Employment Insurance Benefits for pregnancy or parental leave. Earnings will be calculated based on an average of the prior 13 week period.**

- (b) An employee who has been employed by VHA 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 VHA **at least two (2) weeks in advance of the commencement date of such leave and shall indicate the expected date of return.**

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 employee. 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, 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 VHA to prepay the employee portion of the premium of the subsidized employee benefits for the entire period of the leave to ensure coverage. VHA 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 VHA 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.

## ARTICLE 16 - BENEFIT PLANS

~~16.01~~ Employees who meet the eligibility requirements set out in Articles 22 and 35, and the various insurance contracts 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.

VHA Home HealthCare will pay 50% of the premium cost. Participating employees will pay the remainder of the premium.

Should this plan be tendered the parties agree to meet three (3) months prior and consider the **SEIU** Benefit Trust. In doing so the Employer agrees to make every effort to assist by providing full disclosure to the Union Carrier.

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

**16.03** Life Insurance Benefit: \$25,000.

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

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

**16.06** Dental Plan Benefit: \$1,500.00 per person per year

Basic and Minor Restorative: 100% reimbursement Major Restorative: 50% reimbursement.

2002 Ontario Dental Association fee guide. \$50.00 deductible for single coverage  
\$100.00 deductible for family coverage

**16.07** 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.

**16.08** 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.

**16.09** Vision Benefit: **\$350** for eyeglasses every two (2) years and in addition, one eye exam every ~~two~~ (2) years effective first of the month following ratification.

## ARTICLE 17 – THE NURSING HOME AND RELATED INDUSTRIES PENSION PLAN

Commencing January 1, 2006 pension contributions will commence as outlined below:

In this Article, the terms used shall have the meanings as described:

- (1) "Plan" means the Nursing Homes and Related Industries Pension Plan, being multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

All other payments, premiums, allowances etc. are excluded.

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

- (2) Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to two percent (2%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being two percent (2%) of applicable wages. **Effective January 1, 2011, both the employer's and employees' contributions will increase to 3%.**

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- (3) The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (4) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to

contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of ~~this increased obligation to the extent that any such obligations exceeds that which~~ the Employer would have if the Plan were a defined contribution plan.

- (5) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

(i) To be Provided Once Only at Plan Commencement

Date of Hire  
Date of Birth  
Date of first Remittance  
Seniority List (for purposes of calculations past service credit).

(ii) To be Provided with each Remittance

Name  
Social Insurance Number  
Monthly remittance  
Personable Earnings

(iii) To be Provided Once, and if Status Changes

Address as provided to the Home Termination date when applicable

## **ARTICLE 18- WORKPLACE INJURY**

### **18.01 Workers' Safety and Insurance Board Injury**

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

**18.02** The employee acknowledges her obligation and the Employer acknowledges the Employer's obligation regarding an Early and Safe Return to Work and Labour Market Re-Entry Programs under the Workplace Safety and Insurance Act (WSIA) and the Union agrees that the Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

### **18.03 Modified Work**

**VHA and the Union agree it is in the best interests of employees to return to work as soon as reasonably possible following compensable illness or injury. With that in mind employees will be offered a Modified Work Program when appropriate to do so which will be designed in conjunction with the employee, the supervisor, and the employee's physician. The employee will continue to receive benefits of the Article during the program.**

## **ARTICLE 19 - HEALTH AND SAFETY**

### **19.01 Accident Prevention - Joint Health and Safety Committee**

- (a) VHA and the Union agree that they mutually desire to maintain standards of health and safety in VHA in order to prevent accidents, injury and illness **and to ensure compliance with the Ontario Occupational Health and Safety Act.**
  - (b) Recognizing its responsibilities under the applicable legislation, VHA agrees to form a Joint Accident Prevention - Health and Safety Committee comprised of two(2) representatives to be named by VHA and five (5) 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 VHA 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. Visiting nurses shall be compensated at the shift nurse's rate for all hours actually lost due to attendance at these meetings.
- (9)** VHA 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 observance of all safety rules and practices.

## ARTICLE 20 - HOLIDAYS

**20.01** The VHA recognizes the following as paid holidays for full-time employees:

New Years Day	<b>Civic Holiday *</b>	<b>Family Day *</b>
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	
Canada Day	Christmas Day	

**\*For 2009 both Family Day and Civic Holiday will be paid holidays**

**\*For 2010 the parties agree to maintain Civic Holiday not Family Day.**

**\*For 2011 both Family Day and Civic Holiday will be paid holidays**

**20.02** (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.

**20.03** 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.

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

**20.05** 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 VHA.

**20.06** a) 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.

b) **Where an employee qualifies for holiday pay such employee shall be paid for the holiday and shall be entitled to take an alternative day off without pay at a time mutually agreeable to the employee and VHA.**

## ARTICLE 21 - VACATIONS



**21.01** All full-time employees shall be entitled to vacation with pay based on length of continuous service calculated as of the 1st day of January of each year. ~~An employee who on that date has service with VHA 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 percent (10%).
- (e) Employees with twenty-five (25) years of service or more shall receive six **(6)** weeks vacation with vacation pay equal to twelve percent (12%).

**21.02** Employees who have less than one ~~(1)~~ year's continuous service with VHA 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 VHA.

**21.03** 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 VHA's requirements as to sufficient availability of staff to meet the needs of VHA's clients.

**21.04** Where possible vacations shall be arranged according to the wishes of the individual staff member.

- a) **Vacation requests for the summer vacation period are to be submitted, in writing, by March 15, "Summer" is defined as June 21 to September 21 inclusive.**

**Vacation schedules of all vacations requested by March 15 for the summer vacation period, will be approved by April 15.**

- b) **Vacation requests for the winter vacation period are to be submitted, in writing, by September 15. "Winter" is defined as December 1 to March 31.**

**Vacation schedules of all vacations requested by September 15 for the winter vacation period, will be approved by October 15.**

- c) If more employees have requested a summer or winter vacation than the Employer can permit, subject to reasonable staffing requirements, seniority shall govern as to who will have time off.**
- d) Vacation requests for winter and summer periods not submitted by the deadline(s) and vacation periods for other periods during the year, shall be granted on a first come first serve basis.**

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

**21.06** 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.

## **PART B - PSW & HOME SUPPORT WORKERS**

Part B - Articles **22 to 32** apply to all Personal Support Workers, home support staff and employees not covered by Part C.

### **ARTICLE 22 – ELIGIBILITY FOR BENEFIT PLANS**

**22.01** 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.

### **ARTICLE 23 - HOURS OF WORK**

**23.01** VHA and the Union agree that the hours of operations of VHA shall be twenty-four (24) hours per day and seven (7) days per week.

**23.02** 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.

**23.03** VHA 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 VHA's purchasers of service;
- (c) the needs of VHA's clients (including continuity of care), and
- (d) seniority.
- (e) The parties recognize that many service needs of VHA exist outside the normal hours of work as defined under Article **23.02**. VHA 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 **28** - Weekend Work shall not apply.

**23.04** 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 assignment(s) shall be:

- (a) time worked;
- (b) two (2) fifteen (15) minute 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.

**23.05** 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) minute rest periods, one in the morning and one in the afternoon.

**23.06** 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.

~~23.07~~ ~~where an employee is scheduled to work an assignment totaling 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 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.

VHA 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, VHA 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.

**23.08** VHA 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 VHA. If VHA 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 VHA, any additional time is worked as a result of travel time in excess of one (1) hour.

**23.09** 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 VHA.

#### ARTICLE 24 - AVAILABILITY

**24.10** An employee who has completed one (1) year of service or more may submit a revised "Statement of Availability" on the approved form (attached as Appendix C"). Such requests will be considered subject to article 23.03. In circumstances where an employee reduces approved availability the Employer, subject to article 23.03, will remove cases from the employee's existing case load to meet her new availability.

**24.11** Upon returning from an authorized paid or unpaid leave of absence of up to 30 days it is expected that an employee will be re-assigned her previous client caseload unless removed by the Supervisor at the clients' request. The Supervisor will communicate the reasons to the employee.

Provided there is one (1) weeks notice of return to work the affected employee will be provided with hours of work equivalent to those worked prior to their leave, ~~within their stated availability:~~

24.12 Where there is a change to Daylight Savings from Standard Time or vice versa, an employee shall be paid for her actual hours worked at their straight time hourly rate.

#### ARTICLE 25 - OVERTIME

25.01 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.

25.02 An employee who is assigned to work on Saturday or Sunday in accordance with Article 28, 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.

25.03 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.

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

25.05 VHA agrees to distribute overtime as equitably as practical. Employees shall co-operate with VHA in working overtime when requested.

#### 25.06 Standby

An employee who is scheduled for standby duty as part of a special program (i.e. Home 2 Home), shall receive one (1) hours pay as compensation for the period during which she is on standby for each (8) hour period. Standby between 0000 and 0600 hrs will be paid at a minimum of two hours.

#### ARTICLE 26 - MEAL ALLOWANCE

26.01 Where an employee who has completed a scheduled work assignment is required by VHA 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 27 - TRAVEL

27.01 Subject to supervisor's approval, VHA will provide reimbursement for taxi fare from the nearest public transit stop to the client's residence where time, distance or weather conditions warrant. In such situations the employee must remit a taxi receipt to VHA, in order to receive reimbursement.

27.02 In addition to travel time and costs the Employer provides in the hourly wage, the following will apply to employees who are required to use a car for work, subject to the supervisor's approval.

Effective **(first of the month following ratification), thirty-four (34) cents per kilometre** for all kilometers travelled between the first visit of the workday and the last visit of the workday, to a maximum of 5000 kilometres. In the event that an employee is required to report for a first visit which distance exceeds **twenty (20) kilometers** from her/his home, or from the designated team boundary if she/he lives outside of the designated team boundary, the employee shall be paid mileage allowance from the **21<sup>st</sup>** kilometer. The foregoing exception shall apply similarly to the last visit of the workday. Mileage in excess of 5000 kilometres will be paid at a rate of thirty (30) **cents per kilometer** subject to the terms describe above.” Effective January 1, 2011 rates will increase to **0.36 cents** to a maximum of 5000 kilometres and **0.32 cents** in excess of 5000 kilometres, subject to the terms described above.

Where VHA has deemed a client visit to require “**extensive rural travel**” PSW's will be paid a **travel stipend of \$5.75 per visit.**

#### **ARTICLE 28 -WEEKEND WORK**

**28.01** Employees shall be required to be available for weekend work up to nine (9) 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.

**28.02** 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.

**28.03**VHA 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. VHA 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 VHA 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.

#### **28.04 Weekend Premium**

**In addition to her regular hourly rate an employee who works from 6:00 a.m. on Saturday to 5:59 a.m. on Monday will be paid a weekend premium of \$1.25 per hour.**

There will be no pyramiding of overtime under this Article.

#### **ARTICLE 29 - SICK LEAVE/SICK PAY**

**29.01** 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 of ~~the payment of the benefit premium~~

**29.02** 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 VHA before the employee may return to work.

**29.03** Where an employee is scheduled to work and is unable to attend due to illness or injury, she must notify VHA in accordance with VHA's policies and procedures. The employee must notify **VHA** in accordance with the **VHA's** policies and procedures prior to returning to work.

### **ARTICLE 30 - CALL IN PAY**

**30.01** 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 31 - PSW TRAINING**

**31.01**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.

### **ARTICLE 32 PART-TIME EMPLOYEES**

**32.01**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 **15.06**.
- (b) receive vacation and vacation pay as determined, under the Employment Standards Act, not under Article **21.01**.
- (c) not be required to participate in the benefit plans in Articles **16 and 22**.

### **PART C – NURSING**

Part C - Articles **33 to 43**, apply only to employees employed as Registered Nurses and Registered Practical Nurses.

## ARTICLE 33 – NURSING REGISTRATION

**33.01** ~~All registered staff are required to maintain a valid registration with The College of Nurses at all times. It is expected that all registered staff provide immediate notification to their supervisor in the event registration status has changed.~~

**33.02** VHA will review registration status by February 15<sup>th</sup> each year with the College of Nurses. Failure to maintain registration status shall result in suspension from duty until registration is validated.

## ARTICLE 34 RATE OF PAY

**34.01** The applicable rate whether shift or visiting to be paid to the nurse for each period of time worked shall be determined by the VHA and the purchaser of the service. It is understood that a nurse shall not be paid at more than one rate for each hour or visit worked.

## ARTICLE 35 ELIGIBILITY FOR BENEFITS

**35.01** ~~All~~ nurses shall participate in a Group Benefits Plan, the terms and conditions of which are set out in the various contracts of insurance provided they:

- (a) work over twenty (20) hours or thirty (30) visits per week,
- (b) have passed their probation, and
- (c) have worked for VHA for six **(6)** months or more.

All eligible employees shall participate in the Plan 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.

## ARTICLE 36 HOURS OF WORK

**36.01** VHA and the Union agree that the hours of operations of VHA shall be twenty-four (24) hours per day and seven (7) days per week. Nothing in this Part C is to be construed as a guarantee of hours of work or visits to be worked or assigned.

### **36.02 Availability**

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

- (i) an employee's stated availability;
- (ii) a client's clinical needs; and



- (iii) the number of hours of service ordered by the VHA Home HealthCare purchaser of service.

### **36.03 Meal Breaks**

Nurses shall ensure that they schedule an unpaid meal break of one-half hour after five (5) hours of work.

## **ARTICLE 37 OVERTIME**

**37.01** Shift nurses covered by this Part 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. Visiting nurses covered by this Part C shall be paid for all visits worked in excess of **137** visits per two week period at one and one half (**1 ½**) times her regular visit rate.

**37.02** VHA agrees to distribute overtime as equitably as practical. Employees shall cooperate with VHA in working overtime when requested.

**37.03** There shall be no pyramiding of the premium provisions of this Part C ~~or~~ the Collective Agreement.

## **ARTICLE 38 - SICK LEAVE/SICK PAY**

**38.01** 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.

**38.02** 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 VHA before the employee may return to work.

**38.03** Where an employee is scheduled to work and is unable to attend due to illness or injury, she must notify VHA in accordance with VHA's policies and procedures. The employee must notify VHA in accordance with the VHA's policies and procedures prior to returning to work.

## **ARTICLE 39 SHIFT PREMIUM**

**39.01** A nurse shall be paid a shift premium of **\$2.00** per hour for all hours worked between 2200 hours and 0700 hours.

**39.02** 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.

**39.03** A visiting nurse is not entitled to any shift premium.

## **ARTICLE 40 STANDBY/ONCALL**

**40.01** A visiting nurse who is scheduled for standby/oncall duty shall receive the rate of pay for one (1) visit as compensation for the period during which she is on standby/oncall.

**40.02** If the nurse is required to physically visit a client, she shall receive the normal rate of pay for a visit.

#### ARTICLE 41 - WEEKEND WORK

**41.01** Nurses shall be available to work one weekend in every three. The nurse must be available to work the weekend on which her name appears on the roster. On long weekends the nurse must also be available to work the holiday.

**41.02** Nurses shall be paid their regular rate of pay for weekend work unless she is entitled to overtime pay in accordance with Article **37**.

#### ARTICLE 42 - TRAVEL

**42.01** In addition to travel time and costs the Employer provides in the hourly wage, the following will apply to nurses who are required to use a car for work, subject to the supervisor's approval.

Effective (first of the month following ratification), **thirty-four (34) cents per kilometer** for all kilometers travelled between the first visit of the workday and the last visit of the workday, to a maximum of 5000 kilometres. In the event that an employee is required to report for a first visit which distance exceeds twenty **(20)** kilometres from her/his home, *or* from the designated team boundary if she/he lives outside of the designated team boundary, the employee shall be paid mileage allowance from the **21<sup>st</sup>** kilometer. The foregoing exception shall apply similarly to the last visit of the workday. Mileage in excess of 5000 kilometres will be paid at a rate of **thirty (30) cents per kilometer** subject to the terms describe above." Effective January 1, 2011 rates will increase to **0.36 cents** to a maximum of 5000 kilometres and 0.32 cents in excess of 5000 kilometres, subject to the terms described above.

Where VHA has deemed a client visit to require **“extensive rural travel”** nurses will be paid a **travel stipend of \$5.75 per visit**.

#### ARTICLE 43 – PART-TIME NURSES

**43.01** The foregoing provisions of this Collective Agreement shall also apply to part-time nurses as defined in Article 2.02 even where the reference is to full-time nurses except that part-time employees shall:

- (a) receive maternity leave in accordance with the provisions of the Employment Standards Act, not under Article 15.06;
- (b) receive vacation and vacation pay as determined, under the Employment Standards Act, not under Article **21**;

- (c) notwithstanding Article **35**, not be required to participate in the benefit plans in Article **15**, except the Pension Plan and Article **35**, but may do so provided that they work twenty (20) hours or thirty (30) visits **per** week.

#### **Article 44 – CASUAL NURSES**

**44.01** The foregoing provisions of this Collective Agreement shall also apply to casual nurses as defined in Article **2.09** even where the reference is to full-time nurses except that casual nurses shall:

- (a) receive maternity leave under the Employment Standards Act not under Article **15.06**.
- (b) be entitled to vacation pay in the amount of four **(4%)** per cent of their gross earnings
- (c) not **be** entitled to participate in the benefit plans under Articles **16** and **35**.
- (d) not be entitled to the provisions of Article **20** - Holidays, except that they will be entitled to time and one half **(1.5x)** their regular hourly rate of pay or regular per visit rate of pay if they work on a holiday under Article **20**.
- (e) not be entitled to the provisions of Article **36.02**.

## **PART D MISCELLANEOUS**

Part D - Articles **45 to 47** apply to all employees in the bargaining unit.

### **ARTICLE 45 – BULLETIN BOARD**

**45.01** VHA will provide a bulletin board in a mutually satisfactory location at VHA'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 VHA for approval prior to being posted.

#### **45.02 Personnel File**

- (a) An employee shall have the right to review her personnel file following reasonable verbal notice to the employee's immediate supervisor,
- (b) Any warning letter or record of verbal counseling 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.
- (c) 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) month period.

#### **45.03 Printing Costs**

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

### **ARTICLE 46 -WAGES**

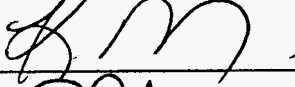

**46.01** VHA agrees to pay and the Union agrees to accept the schedules of wage rates attached hereto as Appendix "A" and Appendix "B", which form part of this Agreement.

**ARTICLE 47 - DURATION OF AGREEMENT**

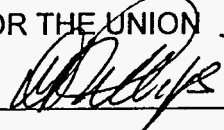
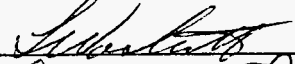
**47.01** This Agreement shall be effective on the date of ratification hereof and shall continue thereafter until March 31, 2011. Thereafter, this Agreement shall continue from year to year unless written notice of intent to terminate or amend this Agreement is given by either party within a period 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 10<sup>th</sup> day of November, 2010.

FOR THE EMPLOYER

  
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FOR THE UNION

  
\_\_\_\_\_  
Elizabeth K. Gordon  
\_\_\_\_\_  
  
\_\_\_\_\_  
Doreen Jones  
\_\_\_\_\_  
Maura V.  
\_\_\_\_\_  
Beverly Taylor  
\_\_\_\_\_  
Carmel Smiley  
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**APPENDIX "A"**

**Wage Grid for Home Support/PSW Staff**

HOME SUPPORT/PERSONAL SUPPORT WORKERS – APRIL 1, 2008

Pay rate without travel cost

**Bold** rate includes travel cost/hr \$1.58

JOB CLASS	1	2	3	4	5	6	7
	1399 hours	1400-2799	2800-4199	4200-5599	5600-6999	7000-8399	8400
Extreme Cleaners	12.41 <b>13.99</b>						
HSW 1	11.78 <b>13.36</b>	12.09 <b>13.67</b>	12.41 <b>13.99</b>	12.73 <b>14.31</b>	13.04 <b>14.62</b>	13.36 <b>14.94</b>	13.68 <b>15.26</b>
HSW 2	12.31 <b>13.89</b>	12.61 <b>14.19</b>	12.94 <b>14.52</b>	13.25 <b>14.83</b>	13.57 <b>15.15</b>	13.90 <b>15.48</b>	14.20 <b>15.78</b>
PSW 1	12.84 <b>14.42</b>	13.15 <b>14.73</b>	13.47 <b>15.05</b>	13.78 <b>15.36</b>	14.10 <b>15.68</b>	14.42 <b>16.00</b>	14.74 <b>16.32</b>
PSW 2	13.10 <b>14.68</b>	13.41 <b>14.99</b>	13.73 <b>15.31</b>	14.05 <b>15.63</b>	14.37 <b>15.95</b>	14.68 <b>16.26</b>	15.00 <b>16.58</b>

HOME SUPPORT/PERSONAL SUPPORT WORKERS – APRIL 1, 2009

Pay-rate without travel cost  
 Bold rate includes travel cost/hr

\$1.58

JOB CLASS	1	2	3	4	5	6	7
	1399 hours	1400-2799	2800-4199	4200-5599	5600-6999	7000-8399	8400
Extreme Cleaners	12.54						
	<b>14.12</b>						
HSW 1	11.89 <b>13.47</b>	12.21 <b>13.79</b>	12.54 <b>14.12</b>	12.85 <b>14.43</b>	13.17 <b>14.75</b>	13.50 <b>15.08</b>	13.81 <b>15.39</b>
HSW 2	12.44 <b>14.02</b>	12.74 <b>14.32</b>	13.07 <b>14.65</b>	13.38 <b>14.96</b>	13.71 <b>15.29</b>	14.04 <b>15.62</b>	14.34 <b>15.92</b>
PSW 1	12.97 <b>14.55</b>	13.28 <b>14.86</b>	13.61 <b>15.19</b>	13.91 <b>15.49</b>	14.24 <b>15.82</b>	14.57 <b>16.15</b>	14.88 <b>16.46</b>
PSW 2	13.23 <b>14.81</b>	13.55 <b>15.13</b>	13.86 <b>15.44</b>	14.19 <b>15.77</b>	14.52 <b>16.10</b>	14.82 <b>16.40</b>	15.15 <b>16.73</b>

HOME SUPPORT/PERSONAL SUPPORT WORKERS – OCTOBER 1, 2009

Pay rate without travel cost  
**Bold** rate includes travel cost/hr

\$1.58

JOB CLASS	1	2	3	4	5	6	7
	1399 hours	1400-2799	2800-4199	4200-5599	5600-6999	7000-8399	8400
Extreme Cleaners	12.66						
	<b>14.24</b>						
HSW 1	12.01 <b>13.59</b>	12.33 <b>13.91</b>	12.66 <b>14.24</b>	12.98 <b>14.56</b>	13.30 <b>14.88</b>	13.63 <b>15.21</b>	13.95 <b>15.53</b>
HSW 2	12.56 <b>14.14</b>	12.87 <b>14.45</b>	13.20 <b>14.78</b>	13.52 <b>15.10</b>	13.85 <b>15.43</b>	14.18 <b>15.76</b>	14.49 <b>16.07</b>
PSW 1	13.10 <b>14.68</b>	13.41 <b>14.99</b>	13.74 <b>15.32</b>	14.05 <b>15.63</b>	14.38 <b>15.96</b>	14.71 <b>16.29</b>	15.03 <b>16.61</b>
PSW 2	13.36 <b>14.94</b>	13.68 <b>15.26</b>	14.00 <b>15.58</b>	14.33 <b>15.91</b>	14.66 <b>16.24</b>	14.97 <b>16.55</b>	15.30 <b>16.88</b>

HOME SUPPORT/PERSONAL SUPPORT WORKERS – JANUARY 1, 2010

Pay rate without travel cost

Bold rate includes travel cost/hr \$1.58

JOB CLASS	1	2	3	4	5	6	7
	1399 hours	1400-2799	2800-4199	4200-5599	5600-6999	7000-8399	8400
Extreme Cleaners	12.92 <b>14.50</b>						
HSW 1	12.25 <b>13.83</b>	12.58 <b>14.16</b>	12.92 <b>14.50</b>	13.24 <b>14.82</b>	13.57 <b>15.15</b>	13.90 <b>15.48</b>	14.23 <b>15.81</b>
HSW 2	12.81 <b>14.39</b>	13.13 <b>14.71</b>	13.46 <b>15.04</b>	13.79 <b>15.37</b>	14.12 <b>15.70</b>	14.46 <b>16.04</b>	14.78 <b>16.36</b>
PSW 1	13.36 <b>14.94</b>	13.68 <b>15.26</b>	14.02 <b>15.60</b>	14.33 <b>15.91</b>	14.67 <b>16.25</b>	15.01 <b>16.59</b>	15.33 <b>16.91</b>
PSW 2	13.63 <b>15.21</b>	13.96 <b>15.54</b>	14.28 <b>15.86</b>	14.62 <b>16.20</b>	14.95 <b>16.53</b>	15.27 <b>16.85</b>	15.61 <b>17.19</b>

Note: Oct 09 rates increased by 1% to base for 2009 pay equity + 1% to base for 2010 pay equity all obligations for 2009 and 2010 complete.

HOME SUPPORT/PERSONAL SUPPORT WORKERS – APRIL 1 2010

Pay rate without travel cost

Bold rate includes travel cost/hr \$1.58

JOB CLASS	1	2	3	4	5	6	7
	1399 hours	1400-2799	2800-4199	4200-5599	5600-6999	7000-8399	8400
Extreme Cleaners	13.04 <b>14.62</b>						
HSW 1	12.38 <b>13.96</b>	12.71 <b>14.29</b>	13.04 <b>14.62</b>	13.37 <b>14.95</b>	13.70 <b>15.28</b>	14.04 <b>15.62</b>	14.37 <b>15.95</b>
HSW 2	12.94 <b>14.52</b>	13.26 <b>14.84</b>	13.60 <b>15.18</b>	13.93 <b>15.51</b>	14.27 <b>15.85</b>	14.61 <b>16.19</b>	14.92 <b>16.50</b>
PSW 1	13.49 <b>15.07</b>	13.82 <b>15.40</b>	14.16 <b>15.74</b>	14.48 <b>16.06</b>	14.82 <b>16.40</b>	15.16 <b>16.74</b>	15.49 <b>17.07</b>
PSW 2	13.77 <b>15.35</b>	14.10 <b>15.68</b>	14.42 <b>16.00</b>	14.76 <b>16.34</b>	15.10 <b>16.68</b>	15.42 <b>17.00</b>	15.76 <b>17.34</b>



HOME SUPPORT/PERSONAL SUPPORT WORKERS-- OCTOBER 1, 2010

Pay rate without travel cost

Bold rate includes travel cost/hr

\$1.58

JOB CLASS	1	2	3	4	5	6	7
	1399 hours	1400-2799	2800-4199	4200-5599	5600-6999	7000-8399	8400
Extreme Cleaners	13.18 <b>14.76</b>						
HSW 1	12.50 <b>14.08</b>	12.83 <b>14.41</b>	13.18 <b>14.76</b>	13.51 <b>15.09</b>	13.84 <b>15.42</b>	14.81 <b>15.76</b>	14.52 <b>16.10</b>
HSW 2	13.07 <b>14.65</b>	13.39 <b>14.97</b>	13.73 <b>15.31</b>	14.07 <b>15.65</b>	14.41 <b>15.99</b>	14.75 <b>16.33</b>	15.07 <b>16.65</b>
PSW 1	13.63 <b>15.21</b>	13.96 <b>15.54</b>	14.30 <b>15.88</b>	14.62 <b>16.20</b>	14.97 <b>16.55</b>	15.31 <b>16.89</b>	15.64 <b>17.22</b>
PSW 2	13.90 <b>15.48</b>	14.24 <b>15.82</b>	14.57 <b>16.15</b>	14.91 <b>16.49</b>	15.25 <b>16.83</b>	15.58 <b>17.16</b>	15.92 <b>17.50</b>

## APPENDIX "A"

### Criteria for Application of the 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**

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 VHA Home HealthCare, Human Resources Department, as recommended by VHA Education Committee. These criteria will apply throughout to all certified and non-certified (Le.: PSW, RPN, RN, HSW 2 and 3) levels of staff. Proof of attendance and completion of training is required before moving to increment.

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.

**APPENDIX "B"**

**VHA HOME HEALTHCARE  
HEALTH SERVICES WAGE GRID  
EFFECTIVE APRIL 1, 2008**

NURSING	RN AND BScN		RN VISIT	RN SHIFT
GTA/DURHAM Class 1	STEP	1	25.55	25.00
		2	26.40	25.66
		3	27.06	26.33
Class 2 BScN		1	26.46	25.66
		2	27.06	26.33
		3	27.72	26.97
Class 3 RN w/t		1	29.02	26.97
		2	29.70	27.64
		3	30.35	28.30
Class 4 BScN w/t		1	29.70	27.90
		2	30.35	28.57
		3	31.01	29.23

NURSING	RPN		RPN visit	RPN shift
GTA/DURHAM Class 7		1		19.26
		2		19.60
		3		19.95
Class 8 RPN with specialty		1	23.14	22.48
		2		22.83
		3	23.83	23.17

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

\* Wage rate includes travel cost/hr 1.58

**APPENDIX "B"**

**VHA HOME HEALTHCARE  
HEALTH SERVICES WAGE GRID  
EFFECTIVE APRIL 1, 2009**

NURSING	RN AND BScN		RN VISIT	RN SHIFT
GTA/DURHAM Class 1	STEP	1		25.25
		2	26.66	25.92
		3	27.33	26.59
Class 2 BScN		1	26.73	25.92
		2	27.33	26.59
		3	28.00	27.24
Class 3 RN w/t		1	29.31	27.24
		2	30.00	27.91
		3	30.66	28.59
Class 4 BScN w/t		1	30.00	28.18
		2	30.66	28.86
		3	31.32	29.52

			RPN shift
GTA/DURHAM Class 7		1	20.59
		2	20.94
		3	21.29
Class 8 RPN with specialty		1	23.37
		2	23.73
		3	24.07

Step 1 = up to 3+ years experience

Step 2 = from 4 to 5 + years experience

**Step 3** - 6 or more years experience

\* Wage rate includes travel cost/hr \$1.58

**APPENDIX " B "**

**VHA HOME HEALTHCARE  
HEALTH SERVICES WAGE GRID  
EFFECTIVE OCTOBER ■ 2009**

NURSING RN AND BScN		RN VISIT	RN SHIFT
GTA/DURHAM Class 1	STEP 1	26.06	25.51
	2	26.93	26.18
	3	27.60	26.85
Class 2 BScN	1	26.99	26.18
	2	27.60	26.85
	3	28.28	27.51
Class 3 RN w/t	1	29.61	27.51
	2	30.30	28.19
	3	30.96	28.87
Class 4 BScN w/t	1	30.30	28.46
	2	30.96	29.14
	3	31.63	29.82

		RPN	RPN shift
GTA/DURHAM Class 7	1	20.80	19.65
	2	21.15	19.99
	3	21.50	20.35
Class 8 RPN with specialty	1	23.61	22.93
	2	23.96	23.28
	3	24.31	23.63

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

\* Wage rate includes travel cost/hr \$1.58

**APPENDIX "B"**  
**VHA HOME HEALTHCARE**  
**HEALTH SERVICES WAGE GRID**  
**EFFECTIVE APRIL 1, 2010**

NURSING	RN AND BScN		RN VISIT	RN SHIFT
	<b>GTA/DURHAM Class 1</b>	STEP		
		1	26.32	25.76
		2	27.20	26.44
		3	27.88	27.12
	<b>Class 2 BScN</b>			
		1	27.26	26.44
		2	27.88	27.12
		3	28.56	27.79
	<b>Class 3 RN w/t</b>			
		1	29.90	27.79
		2	30.60	28.47
		3	31.27	29.16
	<b>Class 4 BScN w/t</b>			
		1	30.60	28.74
		2	31.27	29.44
		3	31.95	30.12

	<b>GTA/DURHAM Class 7</b>			
		1	21.01	19.84
		2	21.36	20.19
		3	21.72	20.55
	<b>Class 8 RPN with specialty</b>			
		1	23.84	23.16
		2	24.20	23.52
		3	24.55	23.87

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

\* Wage rate includes travel cost/hr \$1.58

**APPENDIX " B "**

**VHA HOME HEALTHCARE  
HEALTH SERVICES WAGE GRID  
EFFECTIVE OCTOBER 1, 2010**

NURSING	RN AND BScN		RN VISIT	RN SHIFT	
	GTA/DURHAM Class 1	STEP			
		1	26.58	26.02	
		2	27.47	26.70	
			3	28.15	27.39
	Class 2 BScN	1	27.54	26.70	
		2	28.15	27.39	
		3	28.85	28.07	
	Class 3 RN w/t	1	30.20	28.07	
		2	30.90	28.76	
3		31.59	29.45		
Class 4 BScN w/t	1	30.90	29.03		
	2	31.59	29.73		
		32.27	30.42		

NURSING	RPN		RPN visit	RPN shift
	GTA/DURHAM Class 7	1	21.22	20.04
		2	21.57	20.39
		3	21.93	20.76
	Class 8 RPN with specialty	1	24.08	23.39
		2	24.45	23.75
		3	24.80	24.11

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

\* Wage rate includes travel cost/hr \$1.58

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**VHA HOME HEALTHCARE**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 1.CANADA**

This is to confirm that those employees who are currently in Category III (60 hour guarantee) and Category IV (70 hour guarantee) of VHA'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 VHA 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).

Dated at Toronto this 18<sup>th</sup> day of November, 2010.

FOR THE EMPLOYER






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FOR THE UNION



Elizabeth R Gorda

  
Dulene Jones  
Maria C



**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**VHA HOME HEALTHCARE**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**Local 1 CANADA**

**Regarding Guaranteed Hours (Pilot project) For Nurses.**

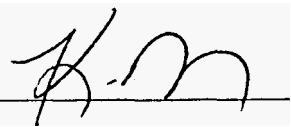
This letter is to confirm that those nurses who are, as of the date of ratification of the Collective Agreement, in the position of Registered Nurse and Registered Practical Nurse with work week guarantees shall remain in this category until terminated in accordance with the terms of their Employment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

The current eligibility requirements provide that any period of non-availability automatically cancels the guaranteed hours for the pay period. Non-availability is applied when an employee is unavailable for work (i.e. cannot be reached by VHA 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).

Dated at Toronto this 10<sup>th</sup> day of November 2010.

FOR THE EMPLOYER





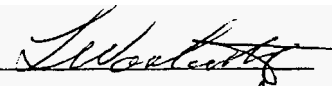

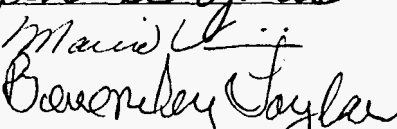

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FOR THE UNION



Elizabeth Gordon

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**VHA HOME HEALTHCARE**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 1 CANADA**

The parties agree that VHA 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 November 2010.

FOR THE EMPLOYER





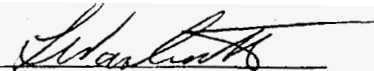
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FOR THE UNION



Elizabeth R Gordon



Doreen Jones  
Maudie  
Corrine Snider

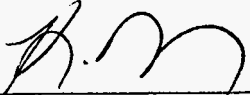
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**VHA HOME HEALTHCARE**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 1 CANADA**

In the event that VHA 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 November, 2010.

FOR THE EMPLOYER

  
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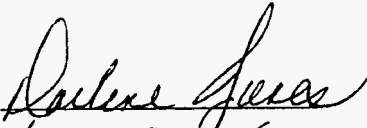



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FOR THE UNION

  
\_\_\_\_\_

Elizabeth R. Gordon

  
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LETTER OF UNDERSTANDING

BETWEEN

VHA HOME HEALTHCARE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA



In the event that VHA employs a block of employees from another employer whose contract for services was won by VHA and such employees become a part of the bargaining unit covered by this Collective Agreement, VHA agrees to recognize the seniority of such employees with their previous employer for pension purposes provided this meets with the rules of the Nursing Homes and Related Pension Plan.

It is understood that PSW's employed in the Region of Durham and whose seniority with a previous employer had been recognized by VHA will continue to have such seniority recognized for the purposes of lay-off, recall and job postings

It is understood that Nurses employed in the Region of Durham, and Nurses employed in the Region of York as at the commencement date of this agreement will be eligible to have their seniority with a previous employer for the pension purposes provided this meets with the rules of the Nursing Homes and Related Pension Plan.

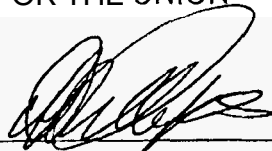
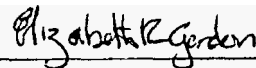
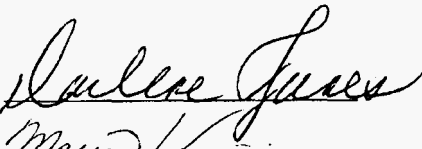
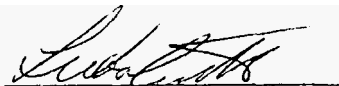
Signed at Toronto this 10<sup>th</sup> day of November, 2010.

FOR THE EMPLOYER



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FOR THE UNION

  
Corrine Inoué  
Elizabeth Gordon  
Maureen V.  
Beverly Taylor

LETTER OF UNDERSTANDING  
BETWEEN  
VHA HOME HEALTHCARE  
AND

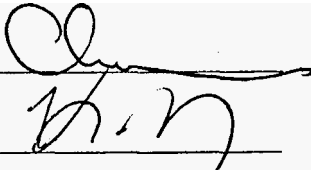
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA

It is understood that while the Parties have agreed that the following will not form a part of the Collective agreement, the following will apply with respect to corporate rate for Metro passes:


- (a) In addition to travel time and cost the Employer provides in the hourly wage, the Employer agrees to facilitate obtaining a corporate rate for Metro passes for employees who are required to use the TTC for their work in the City of Toronto. If the TTC's corporate rebate program is discontinued or if it is determined that the program does not apply to the employees of VHA, the parties agree that the practice in place on November 27, 2005 will be resumed. It is understood that employees are responsible for the cost of their Metro passes.
- (b) Effective January 1, 2007, in addition to travel time and cost the Employer provides in the hourly wage, the Employer agrees to divide and distribute equally among all employees except those employed in the Region of Durham the sum of money calculated by taking one month's corporate rate for the TTC and multiplying it by the number of employees in the bargaining unit excluding those employed in the Region of Durham employed by VHA on the date of ratification. In each year thereafter, the sum of money to be divided and distributed among all employees excluding those employed in the Region of Durham shall not exceed the amount calculated on November 28, 2005. This distribution will be made in April in each succeeding year.
- c) The Employer will agree to issue a TD2200 form upon request for employees who participate in this program.


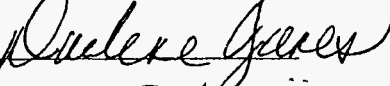

Signed at Toronto this 10<sup>th</sup> day of November, 2010.

FOR THE EMPLOYER

  
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FOR THE UNION

  
Elizabeth K. Gordon  
\_\_\_\_\_

  
Constance Snider  
  
Doreen Jones  
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Bumerley Taylor

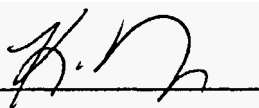
LETTER OF UNDERSTANDING  
BETWEEN  
VHA HOME HEALTHCARE  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1.CANADA

Consecutive Days of Work

The parties recognize their obligation to ensure compliance with the Employment Standards Act regarding consecutive days of work. All self scheduling staff, PSW's and Nurses must ensure their schedules provide at least 24 consecutive hours off work in each work week; or 48 consecutive hours off work in every period of two consecutive work weeks.

Signed this 10<sup>th</sup> day of November, 2010.

FOR THE EMPLOYER



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FOR THE UNION



Elizabeth Gordon



Dulce Jones  
Maria  
Beverly Taylor  
Corrine Smith



Complex care, Simple comforts

VHA Home Healthcare  
Statement of Availability Form

Name \_\_\_\_\_ Location \_\_\_\_\_

I am required to be available to work nine **full** weekends per year. And be available when called by my employer, VHA Home Healthcare as follows;

Please place an X in the box you are available to work the entire duration of the **timeframe** as **outlined**. **If** you are not available for the duration of the timeframes below, then please write down the specific time you are requesting to be available to work.

	Morning (630-1200)	Afternoon (1200-1700)	Evening (1700-2200)	Overnight (2200-0700)
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

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

\_\_\_\_\_  
PSW Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor  
Copy placed in HR file

\_\_\_\_\_  
Date