

**COLLECTIVE AGREEMENT**

SOURCE	Company		
EFF.	96	12	30
TERM.	97	12	31
NO. OF EMPLOYEES	290		
COM. RE. EMPLOYÉS	CB.		

**BETWEEN:**

**THE CANADIAN RED CROSS SOCIETY  
ONTARIO DIVISION**

**(the "society")**

**- and -**

**SERVICE EMPLOYEES UNION,  
LOCAL 210**

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

**(the "Union")**

NOV 1996

11185(1)

## TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE .....	-1-
ARTICLE 2 - RECOGNITION AND SCOPE .....	-1-
ARTICLE 3 - NO DISCRIMINATION .....	-2-
ARTICLE 4 - NO STRIKES OR LOCKOUTS .....	-2-
ARTICLE 5 - MANAGEMENT RIGHTS .....	-3-
ARTICLE 6 - UNION SECURITY AND CHECK-OFF .....	-4-
ARTICLE 7 - RELATIONSHIP AND REPRESENTATION .....	-7-
ARTICLE 8 - DISCIPLINE AND DISCHARGE .....	-8-
ARTICLE 9 - GRIEVANCE PROCEDURE .....	-10-
ARTICLE 10 - ARBITRATION .....	-14-
ARTICLE 11 - SENIORITY .....	-15-
ARTICLE 12 - LAY-OFF AND RECALL .....	-19-
ARTICLE 13 - WAGES .....	-20-
ARTICLE 14 - LEAVE OF ABSENCE .....	-20-
ARTICLE 15 - INJURY AND DISABILITY .....	-25-
ARTICLE 16 - CONSULTATION .....	-25-
ARTICLE 17 - HOLIDAYS .....	-25-
ARTICLE 18 - VACATIONS .....	-27-
ARTICLE 19 - HOURS OF WORK .....	-29-
ARTICLE 20 - TRAVEL ALLOWANCE .....	-39-
ARTICLE 21 - REPORTING PAY .....	-40-
ARTICLE 22 - MISCELLANEOUS .....	-40-
ARTICLE 23 - HEALTH AND WELFARE BENEFITS .....	-42-
ARTICLE 24 - DURATION OF AGREEMENT .....	-45-
APPENDIX "A" .....	-47-
APPENDIX "B" ..COMMITMENT OF HOURS FORM .....	-48-
LETTER OF UNDERSTANDING - COMMITMENT PROCEDURE ..	-49-
LETTER OF UNDERSTANDING - SCHEDULING COMMITTEE ...	-50-
LETTER OF UNDERSTANDING - SCHEDULING GRIEVANCES ...	-51-
LETTER OF UNDERSTANDING - MEDICAL CERTIFICATES .....	-52-
LETTER OF UNDERSTANDING - MINISTERIAL PERMIT - HOURS	-53-
LETTER OF UNDERSTANDING - VACATION PAY AT 6% .....	-54-

ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Society and its employees represented by the Union, to provide for a mechanism for the prompt and orderly disposition of grievances arising from the express terms of this agreement and to provide for a mechanism of dialogue to address ~~mutual~~ concerns arising during the life of this agreement, all of which will not interfere with the normal operation of the Society.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Society recognizes the Union as the sole and exclusive bargaining agent of all Homemakers of The Canadian Red Cross Society (Ontario Division) at its Windsor Essex County Branch in the County of Essex, save and except supervisors, persons above the rank of supervisor, office and clerical employees and persons in bargaining units for which any trade union held bargaining rights as of August 2, 1994.

2.02 It is agreed that the word 'employee' or 'employees' wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.

2.03 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine and vice versa, where the context so requires.

2.04 Supervisors, persons above the rank of supervisor, office and clerical employees shall not perform services for clients normally provided by members of the bargaining unit save and except in cases of emergency or ~~for~~ training or demonstration.

**COLLECTIVE AGREEMENT**

ARTICLE 3 - NO DISCRIMINATION

3.01 The parties agree that there ~~shall~~ be ~~no discrimination~~, interference, restraint, ~~or~~ coercion ~~or~~ intimidation exercised or practiced by either of them ~~or~~ their representatives of members, because of an employee's ~~membership or non-membership~~ in the Union ~~or~~ because of ~~her~~ activity ~~or~~ lack of activity in the Union.

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

3.03 The Society, Union, and employees agree that they shall all ~~abide~~ by ~~the~~ provisions of the Ontario ~~Human~~ Rights code.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

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

4.02 The Union agrees that there shall be no strikes by employees during the term of this Collective Agreement.

**ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Union acknowledges and recognizes that all matters concerning the management of the Society's operations and the direction of the working force are fixed exclusively with the Society except as specifically limited by an express provision in this Agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Society to:

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

foregoing to determine the types of services to be provided and the programs required to carry out those services including the right to plan, direct and control services, facilities, programs, courses, procedures, methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs.

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

#### **ARTICLE 6 - UNION SECURITY AND CHECK-OFF**

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

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union Dues. The Union from time to time shall notify the Society, in writing, to indicate the current amount of such Union Dues.
- (b) Union Dues will be deducted from the employees' pay each pay period. The Society shall remit those dues deducted in a month not later than the thirtieth (30th) day of the month following the month in which the deductions were made. For example, where employees are paid on October 15, 1994 for

work between September 15 to September 30, 1994 and are paid on October 31 for work performed between October 1 to October 15, 1994, the Society shall make deductions from employees pay on October 15 and 31 and shall remit such dues by November 30, 1994.

- (c) The Society agrees when forwarding Union Dues to submit a list showing the names of employees on whose behalf such deductions have been made, their Social Insurance Number and the amount of the dues remitted on behalf of each of ~~the~~ employees for whom deductions have been made. The Society shall also **list** those persons who have terminated their employment during the month. The Society will include the address of new employees when they are placed on the **check-off** list for the first time. Further, the Society shall list employees for whom **no** deductions were made.

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

#### ARTICLE 7 - RELATIONSHIP AND REPRESENTATION

##### **7.01 UNION STEWARDS. GRIEVANCE COMMITTEE. NEGOTIATING COMMITTEE**

- (a) The Society agrees to recognize not more than six (6) employees selected by the Union as Stewards (one of whom shall be the Chief Steward) for the

purpose of representing ~~employees and dealing with Union business as~~  
provided *under this Collective Agreement.*

- (b) A Chief Steward *may* be ~~appointed or elected.~~ The ~~Chief~~ Steward may, in the absence of any Steward. ~~assist in the presentation of any grievance, or with any Steward function.~~
  
- (c) The Society agrees to ~~recognize six (6) of the Stewards, selected in accordance with (a) above as the Grievance Committee (one of whom shall be the Chief Steward).~~ A ~~general representative of the Union, who is not an employee, may be present at any meeting of the Grievance Committee.~~ The purpose of the Committee is to ~~deal with complaints or grievances as set out in this Collective Agreement~~
  
- (d) The Union may appoint ~~or elect~~ a ~~Negotiation Committee~~ not to exceed four (4) employees from the ~~bargaining unit for the purpose of negotiating~~ amendments to the ~~collective agreement pursuant to article 24.~~ The Society shall not be required to ~~recognize the Vim Negotiation Committee until~~ after notice of desire to bargain has ~~been given under article 24 and the Union has notified the Society, in writing, of the names of the members of the union~~ Negotiation Committee. The Society shall not be required to continue to recognize the union ~~Negotiation Committee following the date of ratification of any renewal collective agreement~~



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

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

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

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

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

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

**7.08** For negotiating meetings that are scheduled at times when the Committee Members are otherwise scheduled to work, the Society shall make its best efforts to reschedule their hours of work. Where the hours lost by the Committee Members during the first five (5) bargaining meetings cannot reasonably be rescheduled by the Society within one (1) week of the bargaining dates, the Society shall pay for the scheduled hours which were lost.

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

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

**7.11** The Society agrees to provide the Union with a copy of the Homemaker Job Description and the existing Benefits Plan upon ratification and from time to time thereafter, upon request, when changes to the Job Description or benefit plans are made by the Society. The Society agrees to notify the Union at least fifteen (15) days in advance of the implementation of any change initiated by the Society to the Homemaker Job Description and existing benefit plans. The Society

agrees to notify the Union at least fifteen (15) days in advance of the implementation of any change initiated by the Society to the Homemaker Job Description and existing benefit plans.

7.12 The Union may designate various of its employees, who are not employees of the Society, as specialized representatives dealing with issues such as workers' compensation claims, occupational health and safety, pay equity and the like. The Society agrees to recognize such specialized representatives, where appropriate, *in* dealings with the Union required under the Collective Agreement.

#### ARTICLE 8 - DISCIPLINE AND DISCHARGE

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

8.02 Certain offenses are of such gravity and importance that the Society may impose the specific penalty of discharge. Where *the* dismissal of an employee is made the subject of a grievance which proceeds to arbitration and the dismissal is for one or more of these serious offenses, the Society shall be required to establish, on a balance of probabilities, that the Employee committed the offence. Where the Society establishes that the employee committed the offense, then the Arbitrator or Arbitration Board, as the case may be, ~~shall~~ not inquire into the penalty imposed. The offenses which are considered to warrant the treatment set ~~out~~ above are:

- (i) Assaulting or abusing a Client or care giver/family member;

- (ii) Theft of property from a *Client*, care giver/family member or the **Society**.

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

**8.03** An Employee shall have the right to the presence of a Union Steward, **upon request**, at any meeting with the Employer **which** is disciplinary in nature. Where, in ~~the course~~ of an investigation meeting, it becomes **reasonably** apparent that discipline will result, ~~the~~ Society will *afford* the Employee the opportunity to request the presence of a Union Steward and *the* investigation meeting will be adjourned to a **discipline** meeting. A copy of all written discipline **shall be** forwarded to the Union office within two (2) **working** days of *the* discipline being issued **unless** the Employee requests in writing to ~~the~~ Society that a copy of **such** discipline not be forwarded to ~~the~~ Union.

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

#### ARTICLE 9 - GRIEVANCE PROCEDURE

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

#### **COLLECTIVE AGREEMENT**

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

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

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

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

Step 1

The employee, with ~~the~~ assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee to her immediate supervisor.

Her immediate supervisor will deliver her decision within five (5) working days

following the day on which the written Grievance was presented to her. Copies of the immediate supervisor's reply shall be forwarded to the grievor and the Union Steward (if any) who assisted the grievor to reduce the grievance to writing. Failing settlement, then:

**Step 2**

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

**9.06** Failing settlement under the foregoing procedure, either party may submit the matter to arbitration within ten (10) working days after the decision under Step 2 is given. If a written request for arbitration is received within such ten (10) working day period, the Grievance shall be deemed to have been abandoned.

**9.07**        **Is) Policy Grievance**

A Grievance arising directly between the Society and the Union concerning the interpretation, application or alleged violation of the Agreement must be

originated by the Union at Step 2 within fourteen (14) calendar days following the circumstances giving rise to the Grievance. Failing settlement under Step 2 within seven (7) calendar days, the Grievance may be submitted to arbitration in accordance with Article 9.06. However, it is expressly understood that the provisions of this Article may not be used by the Union to institute a Grievance or complaint directly affecting an employee which she could have instituted herself and the regular Grievance Procedure shall not be thereby by-passed.

(b) Group Grievance

Where an issue relating to the interpretation, application or alleged violation of the collective agreement directly affects more than one (1) employee such that they each would be entitled to file a grievance, the employees may file a group grievance signed by each of the employees claiming to be affected. A group grievance shall be filed at Step I of the grievance procedure within five (5) working days of the Occurrence of the circumstances giving rise to the grievance.

9.08 Discharge Grievance

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

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

**9.10** It is agreed that ~~the~~ time limits in ~~this~~ Article and in **Article 10 - Arbitration** are to be considered mandatory. In ~~the~~ event of a failure to act within ~~the~~ time limits, ~~the~~ grievance shall be deemed to have been abandoned. **Section 48 (13)** of the Labour Relations Act 1995 shall not apply to ~~this~~ collective agreement.

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

#### ARTICLE 10 - ARBITRATION

**10.01** When either party requests that a dispute be ~~submitted~~ to ~~arbitration~~ as hereinbefore provided, ~~it~~ shall make ~~such~~ request in writing addressed to the other party to ~~this~~ Agreement, and at the same time name a nominee. ~~Within~~ ten (10) calendar days thereafter, ~~the~~ other party shall name ~~the~~ nominee, provided, however, ~~that~~ if such party fails to name a nominee as hereinbefore 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.

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

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

**10.04** 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.

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

#### ARTICLE 11 - SENIORITY

**11.01** Probationary Period

A new employee will be considered on probation until after she has successfully completed six (6) calendar months of employment. Where a probationary employee is absent on

approved leave of absence, sick leave or statutory absence such as Workers' Compensation injury or illness absence, it is understood that the period of probation shall be extended by a period equivalent to such accumulated time that the employee was **absent**. The Society may discharge probationary employees at its discretion subject only to that discretion **being** exercised in good faith. It is further agreed that the discharge, suspension, demotion or other disciplining of a **probationary** employee shall not be considered a difference arising between **the** probationary employee and **the** Society or between the Parties.

**11.02** Seniority will be **based** on hours **worked** with **the** Society since **the** date of **last** hire. Upon successful completion of **such probationary** period, **the** employee **shall** be placed on **the** seniority list and credit shall be given for hours **worked** since date of last hire. At **the** time the employee is first placed on the seniority list the **Society** will advise her of her placement on **the** list and the number of hours of seniority **credited** to her. Once advised of her placement she shall have fifteen (15) calendar days to challenge her initial position **on the** list following which her posted seniority shall be deemed to be final and not subject to complaint

**11.03** Seniority Lists

Seniority lists shall be prepared twice annually according to **the** records of **the** Society as of June 30 and December 31. The seniority list shall be posted on a bulletin board provided by the Society once prepared. Seniority as posted shall be deemed to be final and not subject to **complaint** unless such complaint is made within thirty (30) calendar days from the date of posting. The Society will send a copy of the seniority list to the Union and to each of the Stewards once it is posted.

11.04 Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c)
  - (i) fails to report for scheduled work assignment without notifying the Society unless such notification could not reasonably be given;
  - (ii) cancels four (4) scheduled assignments in any twelve (12) month period without permission from the Society. Such permission shall not be unreasonably withheld;
- (d) has been laid off for the lesser of eighteen (18) calendar months or the length of her seniority;
- (e) is absent due to illness or disability (except absences for which Workers' Compensation Benefits are received) which absence continues for the lesser of eighteen (18) calendar months or a period

equivalent to ~~the~~ employee's length of seniority at ~~the time the~~ illness or disability commenced;

- (f) is absent due to ~~illness~~ of disability for which Workers' Compensation Benefits are received which absence continues for twenty-four (24) calendar months;
- (g) fails to ~~return~~ to work upon an expiration of a leave of absence ~~or~~ ~~utilizes~~ a leave of absence for any purpose other than that for which it was granted as indicated in the letter *requesting the* leave;
- (h) fails to indicate her intention to return to work within seven (7) calendar days after she ~~has~~ received notice of recall and fails to report to work within ten (10) calendar days after she has received notice of recall. Notice of Recall may be by telephone or registered mail. If notice is by registered mail, it ~~shall~~ be deemed to have been received on the second (2nd) day following registration, unless ~~the~~ individual ~~can~~ provided ~~the~~ Society with a reason satisfactory to ~~the~~ Society for any failure to receive the notice in ~~the~~ time provided;
- (i) attains ~~the~~ age of ~~sixty-five~~ (65) years, in which case ~~the~~ employee will be deemed to have retired from employment.

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

**12.01** Where the Society decides to reduce the working forces in a geographic area which reduction is expected to exceed a period of eight (8) weeks, the following provision shall apply: The Society agrees that employees shall be selected for lay off by the Society considering the following factors:

- (a) the skills required to meet the clients' needs;
- (b) the geographic area to which the Homemaker is assigned;
- (c) the geographic proximity of the Homemaker to the clients (whether or not the clients and Homemaker are in the same or abutting geographic areas), and
- (d) seniority of the Homemaker within the **geographic** area.

Homemakers ~~shall~~ be laid off or recalled on the basis of factor (d) where the Homemaker meets the requirement of factor (a) and where the factors in (b) and (c) are relatively.

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

**ARTICLE 13 - WAGES**

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

**ARTICLE 14 - LEAVE OF ABSENCE**

**14.01** Education Leave

- (a) If required by **the** Society, an employee shall be entitled to a leave of absence with pay at **the** employee's regular straight-time **hourly** rate to take prescribed training courses.
  
- (b) A leave of absence, without pay, to take **further training** courses or seminars related to **the** employee's work with the Society may be granted, at the discretion of the Society, **upon written** application by **the** employee to her Supervisor. **It is understood** and agreed that **the** Society will, wherever practicable in accordance with its scheduling requirements, arrange scheduled work **assignments** of employees attending **such** training courses or seminars to permit such attendance. The Society shall not exercise the above discretion arbitrarily, **discriminatorily** or in bad faith.

- (c) Where ~~the~~ Society offers courses, workshops or ~~lectures~~ to employees, and attendance at ~~such~~ courses, workshops or lectures is ~~considered~~ voluntary, attendance shall be without pay.
  
- (d) Where the Society hold In-service training sessions ~~or other~~ designated training and attendance is mandatory. attending employees shall be paid at the training wage rate set ~~out~~ in Appendix "A".

**14.02**      Leave of Absence

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

- (a) the ~~Society~~ shall consider requests for a leave of absence for Union business provided not mote ~~than~~ two (2) employees are off for Union business at any one time;
  
- (b) the Society shall not be required to consider a request where the leave is to extend beyond seven (7) consecutive calendar days;
  
- (c) the Society shall consider leave requests which are submitted at least two (2) weeks prior to the commencement of the leave and may consider leave

requests submitted on shorter notice where it considers the circumstances warrant such consideration;

- (d) requests for such leave of absence shall be made in writing and shall state the purpose of the leave.

14.03 Personal Leave

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



14.04 Pregnancy and Parental Leave

- (a) Pregnancy leave and parental leave without pay will be in accordance with the provisions of The Employment Standards Act.
  
- (b) An employee who intends to resume her employment following her pregnancy leave or parental leave shall advise the Society of her intention at least two (2) weeks before her expected date of return. On her return to work, she shall be reinstated to her position or provided with alternative work of a comparable nature.
  
- (c) In the event that an employee wishes to return to work before the expiration of a period of six (6) weeks after the delivery, she may request that the duration of her maternity leave be so shortened by giving the Society four (4) weeks' notice of her intention to do so and upon furnishing to the Society an acceptable medical certificate indicating that the employee, in the opinion of a legally qualified medical practitioner, is able to resume her work, the Society shall advise the employee in writing of its consent or denial of such request, but such consent shall not be unreasonably withheld.
  
- (d) Where the Society returns a Homemaker to work following a pregnancy leave or a parental leave as provided for in clauses (b) or (c), above, the Society may give the Homemaker priority to new assignments until the Homemaker has been returned to her pre-leave average hours (average hours

over the fifty-two (52) weeks immediately preceding the leave). **It** is understood that ~~this~~ provision provides a greater benefit than ~~the~~ reinstatement provisions of the *Employment Standards Act*.

14.05 Leave for Union Position/Office

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

14.06 Bereavement Leave

An employee, who has successfully completed the probationary period, who regularly works twenty-four (24) hours per week or more, and who notifies the Society as soon as possible following a death in the employee's 'immediate family' or 'extended family', shall be granted up to two (2) consecutive days off without pay in the case of a death in the 'immediate family' or one (1) day off in the case of a death in the 'extended family' from the date of death up to and including the date of the funeral in order that the employee may make the arrangements for and/or attend the funeral. 'Immediate family' means current spouse, parent, brother, sister, son or daughter. 'Extended family' means current son-in-law, current daughter-in-law, current brother-in-law, current sister-in-law, grand parent or grandchild.

ARTICLE 15 - INJURY AND DISABILITY

15.01 Workers' Compensation Injury

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

ARTICLE 16 - CONSULTATION

16.01 **On** the request of either party, the parties **shall** meet at least once every two (2) months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement. The Union **may** be represented at any such consultation meeting by one (1) of **the** stewards and the Union Business Representative or his/her designate. The Company may be represented at any such consultation meeting by the Human Resources Manager, or designate, and the Manager, Homemaker Services, or **designate**.

ARTICLE 17 - HOLIDAYS

17.01 The Society recognizes the following as paid holidays:

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

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

17.03 Where a Homemaker is **eligible to be** paid for a paid holiday, **the Homemaker** shall be paid the average of **the Homemaker's** daily **earnings**, **exclusive** of **overtime** and **travel** allowance, over a period of thirteen work weeks preceding **the** paid holiday.

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

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

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

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

**ARTICLE 18 - VACATIONS**

- 18.01 (i) All employees who have completed one (1) year of employment but less than twelve (12) years of employment prior to April 1 in a year shall be entitled to two (2) weeks' unpaid vacation time.
- (ii) All employees who have completed twelve (12) or more years of employment prior to April 1 in a year shall be entitled to three (3) weeks' unpaid vacation time.
- (iii) Employees who have less than one (1) year's continuous service with the Society prior to April 1 in a year shall receive one (1) day unpaid vacation time for each full month of service up to ten (10) days' unpaid vacation time.

18.02 Unpaid vacation time may be taken at any time during the vacation year (which is April 1 to March 31). Unpaid vacation time shall not be cumulative from year to year and shall not be carried over into the next vacation year. Employees shall submit their vacation requests on a Vacation Request Form to the Society as follows:

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

(iii) for employees who have completed twelve (12) or more years of employment prior to April 1 in a year as six percent (6%) of the wages of the employee in the twelve months of employment in the preceding vacation year (exclusive

period April 1, 1996 to March 31, 1997 (less deductions required by law).  
%) of that employee's wages from employment with the Society during the  
example, on June 30, 1997 such an employee would be paid four percent (4  
year (exclusive of vacation pay), less deductions required by law. For

(i) for employees who have completed less than twelve (12) years of  
employment prior to April 1 in a year as four percent (4 %) of the wages of  
the employee in the twelve months of employment in the preceding vacation  
year (exclusive of vacation pay), less deductions required by law. For

30th. Vacation pay shall be calculated:

18.03 All employees shall be paid vacation pay in a separate cheque once per year on June  
clients.

Employees who make their requests within the above submission deadlines shall be given preference  
with respect to their vacation periods in accordance with seniority within geographic areas, subject to  
the Society's requirements as to sufficient availability of staff to meet the needs of the Society's

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

(iiii) for vacation time commencing between October 1 and December 31,  
requests must be submitted no later than July 15;

of vacation pay), less deductions required by law. For example, on June 30, 1997 such an employee would be paid six percent (6 %) of that employee's wages from employment with the Society during the period April 1, 1996 to March 31, 1997 (less deductions required by law).

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

**18.04** Where a Homemaker is hospitalized for nonelective reasons immediately prior to, or during, the Homemaker's scheduled vacation, upon presentation of a certificate from a duly qualified medical practitioner the Homemaker may cancel her remaining scheduled vacation time affected by the hospitalization. Vacation so canceled may be rescheduled in accordance with article 18.02, above.

#### ARTICLE 19 - HOURS OF WORK

19.01 The number of hours actually worked in a day or in a week depends upon:

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

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

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

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

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

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

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



For the purpose of this Article, 'week' means seven (7) consecutive calendar days, starting at 12:01 a.m. Monday to 12:00 midnight Sunday.

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

**19.06**            The Society currently has eight (8) geographic areas. Homemakers are assigned to a team within a geographic area. Where the Society intends to change the geographic area boundaries it shall advise the Union at least two (2) weeks in advance of any change. The Society agrees to discuss any change to ~~the geographic~~ area boundaries with the Scheduling Committee where requested by ~~the~~ Union in advance of the announced effective date for the change.

**19.07**            There shall be a Scheduling Committee consisting of three (3) bargaining unit employees and three representatives of the Society. The Scheduling Committee ~~shall~~ discuss issues of concern to the Union and the Society regarding scheduling practices. The Scheduling Committee shall meet once every two (2) months or as otherwise agreed.

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

- (a)        the geographic area to which the Homemaker is assigned;
  
- (b)        the geographic proximity of the Homemaker to the client (whether or not the client and the Homemaker are in the same or abutting geographic areas);

- (c) **the skills** required to meet the Client's needs;
- (d) **the** availability of **the** Homemaker during the hours of **the** assignment;
- (e) **the** stated commitment of the Homemaker and **the** existence of unused commitment sufficient to **fulfill the** assignment;
- (f) **the seniority of** the Homemaker **within the geographic** area containing the assignment

Homemakers **shall be** assigned ~~cases on the~~ basis ~~of~~ factor (f) where ~~the~~ Homemaker meets the requirements of factors (c), (d) and (e) and where, in the opinion of ~~the Society,~~ **the** factors in (a) and (b) are relatively equal.

**19.09** Where ~~the Society~~ identifies unique client **requirements,** ~~the~~ Society may establish **groups** of Homemakers to meet these service needs and scheduling requirements (eg. **Q.R.P.** and Supportive **Housing**). **In such cases,** ~~the~~ Society **shall** discuss **its** scheduling needs with the Scheduling Committee prior to establishing its scheduling practices for such group of Homemakers. **Provided** the Society has discussed its scheduling needs with the Scheduling Committee, the Society shall not be limited by article **19.08** in ~~the~~ scheduling **of** Homemakers assigned to a special client service group. Where a Homemaker participates in a special client service group she shall meet the availability requirements established for the group.

19.10 Not more than twenty-five percent (25%) of Homemakers within each separate geographic area may commit to a level of commitment of twenty-four (24) hours as set out in article 19.04 (b).

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

19.12 Any newly hired Homemakers shall be required to commit to a forty (40) hour level of availability.

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

(b) Where a Homemaker wishes to re-sign her Form of Commitment at the forty (40) hour level and the request is not granted pursuant to 19.13 (a), above, the Homemaker may request that her name be added to a waiting list for the forty (40) hour level of commitment in her geographic area. On the anniversary of the ratification date, the Society shall permit Homemakers who have placed their names on the waiting list to re-sign their Form of Commitment at the forty (40) hour level.

19.14

- (a) Where a Homemaker has committed to the forty (40) hour level of commitment and the Homemaker wishes to decrease her commitment to the twenty-four (24) hour level, she may apply to re-sign her Form of Commitment. The Society may, in its discretion, allow such an application. The society shall not be required to consider such an application where to allow the application would result in more than twenty-five percent (25%) of Homemakers in the applicant's geographic area being committed at the twenty-four (24) hour level.
- (b) Where a Homemaker wishes to re-sign her Form of Commitment at the twenty-four hour level and the request can not be considered because her re-commitment would violate article 19.10, the Homemaker may request that her name be added to a waiting list for the twenty-four (24) hour level of commitment in her geographic area. On the anniversary of the ratification date, the Society shall permit Homemakers who have placed their names on the waiting list to re-sign, in descending order of seniority, their Form of Commitment at the twenty-four (24) hour level up to the twenty-five percent (25%) level as set out in article 19.10.
- (c) Where a Homemaker re-signs her Form of Commitment at the twenty-four (24) hour level where she had previously been committed at the forty (40) hour level, her actual hours of work shall be reduced through normal attrition of caseload and the Society shall not be required to remove cases from the Homemaker's existing caseload.

19.15                   Where, within a geographic area, **no** Homemaker with **the** necessary skill and unused commitment is available for **an** assignment, the Society may assign the assignment to a Homemaker within the geographic area with the necessary **skill** notwithstanding **that** the Homemaker has already worked **up** to her committed hours. In such a case, the assignment **shall** be made in ascending order of seniority and **the** Homemaker to whom **the** assignment **is** made **shall** work as assigned. Where an **over-commitment** assignment pursuant to this paragraph would also constitute an over-time assignment, **the** assignment **shall** be worked by the Homemaker to whom it is assigned. The Society **shall** use its best efforts to distribute such **over-commitment** hours, **or** over-time assignments, among Homemakers in the geographic area. It is understood that **the** Society may, in its discretion, fill an assignment in a geographic area with a Homemaker **from** an abutting geographic area rather than assigning overcommitment **hours** within **the** geographic area.

19.16                   This paragraph **shall** apply where the Society decides to return a Homemaker to work following an absence for which the Homemaker received workers' compensation benefits or where the Society decides to **accommodate** a disabled Homemaker under the Human Rights Code. In such circumstances, the Society may give a Homemaker priority to new assignments until the Homemaker has been returned to her average **pre-injury/disability** hours (averaged over the fifty-two (52) weeks immediately preceding **the** Homemaker's absence from work). The Society may also reorganize existing caseloads to meet the **injured/disabled** Homemaker's physical and mental restrictions, it being understood that **no** Homemaker shall have her existing hours reduced through such reorganization. The Society **shall** use its best efforts to minimize disruptions to existing clients.

19.17                   (a)       Where a Homemaker leaves a scheduled assignment **without** seeking permission from her supervisor in advance and without explanation

satisfactory to the Society, ~~the~~ Homemaker shall be deemed to be terminated and shall lose all seniority. This clause shall not ~~apply~~ where ~~the~~ Society is satisfied that ~~the~~ Homemaker's physical safety was ~~at risk~~.

**(b)** All Homemakers shall be available to receive **assignments** by telephone, on Monday to Friday, from thirty minutes after ~~seven o'clock~~ in ~~the~~ forenoon (**7:30 a.m.**) to thirty minutes after ten o'clock in ~~the~~ forenoon (**10:30 a.m.**) and shall be available to receive assignments by telephone ~~on~~ those weekends that ~~they~~ may be assigned pursuant to article **19.19 from** thirty minutes after seven o'clock in ~~the~~ forenoon (**7:30 a.m.**) to thirty minutes after ten o'clock in ~~the~~ forenoon (**10:30 a.m.**).

**(i)** Where a Homemaker ~~can~~ not be reached ~~during~~ ~~these~~ **availability** hours, without explanation satisfactory to ~~the~~ **Society**, on ~~six~~ **(6)** occasions ~~within~~ any twelve **(12)** consecutive **months**, ~~the~~ Homemaker shall be deemed to be terminated and shall lose all seniority provided ~~the~~ Society has ~~warned~~ ~~the~~ Homemaker following each incident, ~~it being~~ recognized ~~that~~ a Homemaker shall be considered to have abandoned her employment if she can not be contacted during ~~the~~ foregoing **availability hours** on three **(3)** consecutive days. The Society shall be reasonable in the application of this ~~sub-clause~~.

(ii) Where a Homemaker declines an assignment, without explanation satisfactory to the Society, on three **(3)** occasions within any twelve **(12)** consecutive months, the Homemaker shall ~~be~~ deemed to be terminated and shall ~~lose~~ all seniority provided ~~the~~ Society has warned ~~the~~ Homemaker following each incident. The Society shall be reasonable in ~~the~~ application of this **sub-clause**.

(iii) Where a Homemaker can not be contacted as set out in sub-clause (i), above, or declines an assignment as set out in sub-clause (ii), above, the Society ~~shall~~ meet with the Homemaker and warn her with respect to her obligation to be available for work assignments.

(c) Where a Homemaker expects not to be available for work on a day or for part of a day, she shall advise her supervisor, as far in advance as possible, of her expected unavailability and ~~the~~ reason for her unavailability. Where the Homemaker's **reason** for her unavailability is acceptable to the Society, clause **(b)**, above, shall not apply, it being understood that a Homemaker may not seek to be unavailable pursuant to this clause for more than twelve **(12)** days in any consecutive twelve **(12)** months. The Society ~~shall~~ be reasonable in the application of this clause.

19.18

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

- (ii) For ~~the~~ purpose of this collective agreement, 'weekend assignment' means an assignment which commences during a weekend.

19.19 No Homemaker shall be ~~required~~ to work weekend assignments on two (2) consecutive weekends. Nor ~~shall~~ a Homemaker be required to be available to receive assignments by telephone during the time ~~set out~~ in paragraph 19.17 (b), above, on a weekend which ~~the~~ Homemaker ~~can not~~ be required to work by ~~virtue~~ of ~~this~~ paragraph.

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

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

19.22 The overtime rate of one and ~~one-half~~ (1.5) times an employee's regular rate shall be applied to all hours worked in excess of ~~eighty-four~~ (84) hours in a two (2) week schedule.

19.23 Where a Homemaker is scheduled to work five (5) or more consecutive hours the Homemaker shall be entitled to a thirty (30) minute unpaid meal break. A further thirty (30) minute unpaid meal break shall be provided following a further five (5) consecutive worked hours. The Society shall direct the time at which ~~the~~ unpaid break(s) shall be taken.



**19.24** Except in cases of disciplinary transfer or where a Homemaker ~~is~~ transferred to a new geographic area as a result of a change in boundaries as provided for in Article 19.06, the Society shall not permanently transfer a Homemaker from one geographic area to another without her consent in writing.

**ARTICLE 20 - TRAVEL ALLOWANCE**

**20.01** The Society agrees to pay the following travel allowances for all hours worked by a Homemaker with more than ~~one~~ assignment in a day where the Homemaker is required to travel a total of more than one (1) kilometre between assignments:

- (a) where the Homemaker is assigned to a City-Core team (current teams **B**, **C** and **H**), seventy cents (\$0.70) per hour for all hours worked in *the* day;
- (b) where the Homemaker is assigned to a City-Other team (current teams **A**, **D** and **E**), one dollar and eight cents (\$1.08) per hour for all hours worked in the day;
- (c) where the Homemaker is assigned to a County team (current teams **F** and **G**), two dollars and ~~two~~ cents (\$2.02) per hour for all hours worked in the day.

**ARTICLE 21 - REPORTING PAY**

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

**ARTICLE 22 - MISCELLANEOUS**

22.01 Personnel File

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

22.02 Copies of Agreement

The Union and the Society will share the cost of having four hundred (400) photocopies of the collective agreement prepared for distribution to Homemakers. The Homemakers shall insert the copy of the collective agreement into their copy of the Homemaker Handbook at the tab for ' Conditions of Employment'.

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

**ARTICLE 23 - HEALTH AND WELFARE BENEFITS**

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

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

23.03 The hours which an employee is 'regularly employed' for the **purposes** of articles 23.01 and 23.02 ~~shall~~ be determined quarterly on ~~the basis of the total~~ **hours** worked by ~~the~~ employee during the preceding three (3) calendar months, it being understood that an employee must work a total of three hundred and **thirty-eight** hours in a quarter in order to qualify for benefits in ~~the~~ next **quarter**.

23.04 Quarterly totals shall be calculated and considered as follows:

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

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

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

provided under ~~the~~ policy of insurance may be the subject of a policy grievance pursuant to articles 23.01, 23.02 ~~or~~ 23.06.

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

23.07 (a) During ~~the~~ period January 1 to December 31 ~~the~~ Society will, upon presentation of receipts, reimburse Homemakers who have successfully completed their probationary period and who work, ~~on~~ average, more than twenty-four (24) hours per week, for the purchase of Red Cross Uniforms up to an annual maximum of ninety dollars (\$90.00).

(b) During the period January 1 to December 31 the Society will, upon presentation of receipts, reimburse Homemakers who have successfully completed their probationary period and who work, on average, twenty-four (24) hours per week or less, for the purchase of Red Cross Uniforms up to an annual maximum of fifty dollars (\$50.00).

(c) Should ~~the~~ Society discontinue the requirement that Homemakers wear a Society uniform, the requirements of clauses (a) and (b), above, shall cease to apply.

23.08 (a) Home ~~Support 2~~ training is mandatory for all Homemakers. Where the Society is unable to accommodate all Homemaker's requiring training at a particular training session, training opportunities shall be assigned on the basis of seniority

where the Homemaker has committed to the forty hour level and the training needs in the geographic areas are relatively equal.

(b) Where opportunities exist for Home Support 3 training, the Society shall assign training opportunities on the basis of seniority where the Homemaker has committed to the forty hour level and the training needs in the geographic areas are relatively equal.

**ARTICLE 24 - DURATION OF AGREEMENT**

**24.01** This Agreement shall be effective on the date of ratification hereof and shall continue thereafter until 11.59 p.m., December 31, 1997. Thereafter, this Agreement shall continue from year to year unless written notice of intent to terminate or amend this Agreement is given by either party within a period of ninety (90) days immediately prior to the expiration date. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than thirty (30) days after the date of such written notice.

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

**IN WITNESS WHEREOF** each of the parties has caused this Agreement to be signed by its duly authorized representatives this 20<sup>th</sup> day of DEC., 1996.

FOR THE SOCIETY:

Shirley Leonard  
Mary Kay Croft  
JH Bolland

FOR THE UNION:

Ray Soudan  
Michelle Tidley



**APPENDIX "A"**

**SALARY GRID**

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

Level One	New Homemaker (Untrained/no HS2)	\$ 9.30
Level Two	<b>HS2</b> Completed Successfully	\$ 9.50
Level Three	<b>1500 Hrs.</b> Paid after <b>HS2</b>	\$ 9.71
Level Four	<b>3000 Hrs.</b> Paid after <b>HS2</b>	\$ 9.93
Level Five	<b>4500 Hrs.</b> Paid after <b>HS2</b>	\$10.16
Level Six	<b>6000 Hrs.</b> Paid after <b>HS2</b>	\$10.40
Employees required to attend Training		\$ 7.68

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

APPENDIX "B"

[date],

I, [Homemaker Name], hereby agree, as a condition of my continued employment, to be available for [twenty-four (24) or forty (40)] hours of work per week.

[Signature]

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**LETTER OF UNDERSTANDING**

August 17, 1995,

Upon ratification of the Collective Agreement, **the** Society agrees to post listings of Homemakers by geographic area. Homemakers shall, within one (1) month of the posting, indicate their commitment preference on the posted lists. Where more than twenty-five (25%) of Homemakers within a geographic area indicate a preference for the twenty-four (24) hour commitment level, Homemakers shall be assigned to the twenty-four (24) hour commitment level in descending order of seniority until twenty-five (25%) of the Homemakers in the geographic area have committed to the twenty-four (24) hour level. All other Homemakers shall be required to commit to the forty (40) hour level of commitment as set ~~out~~ in article 19.04 (a) as a condition of continued employment. The Society shall mail the completed Form of Commitment to each Homemaker. Homemakers shall sign and return their Form of Commitment within three (3) weeks of distribution by the Society.

-50-

**LETTER OF UNDERSTANDING**

August 17, 1995,

The Parties agree that the Scheduling Committee will meet to discuss the scheduling procedure for weekend work assignments to Homemakers serving seven (7) day per week clients.

**LETTER OF UNDERSTANDING**

August 18, 1995,

The Parties agree that the scheduling procedure set out in paragraphs 19.08, 19.17, 19.18, 19.19 and 19.21 constitute a significant formalization of the Society's scheduling practices which will require a revision of **the Society's** scheduling practices and systems. Accordingly, the Parties agree that no grievance respecting the forgoing paragraphs or their application **or** alleged breach will be brought respecting scheduling during the three **(3)** months following the date of ratification.

**LETTER OF UNDERSTANDING**

September 28, 1995,

If a Homemaker is required to obtain and provide a medical certificate to substantiate an absence due to illness or injury, the Homemaker will bear the cost of such certificate. If the Society requires a second medical opinion, the Society shall bear the cost of obtaining such second opinion.

The Society agrees that it shall direct the persons with whom it shares medical information to respect and maintain the confidentiality of the medical information.

-53-

**LETTER OF UNDERSTANDING**

September 28, 1995,

The **Society will** make application for a Ministerial Permit from the Employment Standards Branch of the Ontario Ministry of Labour permitting the averaging of hours of work on a *two* (2) week schedule for overtime purposes. The Union shall support the Society's application.

**LETTER OF UNDERSTANDING**

December 19, 1995,

For those employees who have completed twelve (12) or more years of employment as at the date of ratification, the Society agrees to accrue, effective the date of ratification, vacation pay at a rate of six percent (6%) for all hours worked by such employees.