

COLLECTIVE AGREEMENT

made this 27th day of September, 2000

Between

BAYSHORE
(formerly Gentiva Health Services),
CITY OF THUNDER BAY

hereinafter referred to as the Employer,

- and -

**SERVICEEMPLOYEES
INTERNATIONAL UNION**

Local 268,

hereinafter referred to as the "Union"

FOR YOUR INFORMATION

The International Union has a scholarship program, which offers 10 4-year scholarships of \$750.00. For details of this program contact the Union Office. Please keep the Union Office advised of any change of address. It is each member's responsibility to ensure their due payments are up to date. If the payment is not made within the month they are owing, your Death Gratuity is broken.

The Welfare Fund will function only under the following guidelines for **full** and part-time employees of their Employer and who is **a** member in good standing:

- a) cards to members who are ill;
- b) wreaths for deceased members only
- not family members.

Responsibility for Payment of Dues: SEIU Constitution and By-Laws Article XVIII, Section 3 (c).

The entire responsibility for payment of dues to a Local Union within the time required by the provisions of this Article is the sole obligation of each member individually and cannot be delegated to the Local Union or any of its representatives, or

to any person whether a delegate, shop steward or otherwise. Effective May 1st, 1978, all full-time members will be solely responsible for the payment of their dues when not deducted at the Union Office prior to the last day of the month in which they are owing in order to protect your Death Gratuity.

MEETING DATES

GENERAL MEMBERSHIP MEETING

**First Monday of Each Month
(Excluding July & August)**

EXECUTIVE BOARD MEETING

Last Monday of Each Month

UNION OFFICE

**1200 West Walsh Street
Thunder Bay, Ontario P7E 4X4
(807) 475-4217**

UNION OFFICE

**Suite 407, 123 March Street
Sault Ste. Marie, Ontario P6A 2Z5
(705) 942-7348**

OFFICE STAFF

~~Darlene~~ Belluz - Deputy ~~Trustee~~

Barbara Rankin Union Representative (Thunder Bay)	Helen Eaton Union Representative (Thunder Bay)	Jeff Rooney Union Representative (Thunder Bay)
Cindy Cade Secretary/Receptionist (Thunder Bay)	Brenda Thompson Executive Secretary (Thunder Bay)	Bonnie Knott Executive Secretary (Thunder Bay)
Linda Plante Accountant (Thunder Bay)	Bob Richards Union Representative (Sault Ste. Marie)	Iune Duguay Secretary/Receptionist (Sault Ste. Marie)

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ARTICLE 1 GENERAL PURPOSE

1.01 The general purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Employer and the Union covered by this Collective Agreement, and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. It is recognized that the parties wish to work cooperatively to provide the best possible community health services to its clients and the public.

1.02 Standards: The Employer and the Union agree that in interpreting this Collective Agreement, they will comply with the provisions of the Ontario Human Rights Code, the Employment Standards Act, the Ontario Labour Relations Act, and the Occupational Health and Safety Act.

1.03 Confidentiality: The employee shall guard the confidentiality of client information.

ARTICLE 2 SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Bayshore (formerly Gentiva Health Services) in the City of Thunder Bay, save and except supervisors, persons above the **rank** of supervisor, office & clerical staff, and on-call co-ordinator.

ARTICLE 3 UNION SECURITY AND DUES DEDUCTION

- 3.01 Union Security and Dues Deduction: As a condition of employment, all employees hired after the date of ratification shall become members of the Union. They shall remain members in good standing as long as they are employed by the Employer.
- 3.02 (a) It will be a condition **of** employment for all employees covered by this agreement that union dues, as established by the Union from time to time, will be deducted from each pay of each employee and remitted to the Union. Such deductions will commence

with the first deduction date following date of employment.

- (b) Should an employee not receive any pay for a pay period, the employer shall not be required to deduct dues for that pay period.

3.03 Remittance of Deductions: Union dues for the current month shall be deducted during the previous month and remitted to the Secretary-Treasurer of the Union by the 28th of the current month.

3.04 The Employer will at the same time of forwarding each remittance provide the Union with a statement showing the Social Insurance numbers, the names of those employees from whose pay the deduction was made and the period for which these deductions were made.

3.05 The Union will indemnify and save harmless the Employer from any claims and disputes by reason of its acting hereunder.

3.06 The Employer shall provide to each employee, on their T4 slip, the total of dues deducted for income tax purposes.

3.07 Bulletin Boards:

- (a) The Union shall be designated appropriate space on an existing bulletin board in the Employer's office in Thunder Bay for the purpose of posting notices relating to Union activities provided they are first submitted to the Manager or her designate for approval. The Union will promptly remove any outdated notices.
- (b) Twice annually, the Employer shall provide the Union with a complete listing of all employees including name, address, telephone number, wage rate and seniority date.

3.08 Union Activities: The Union agrees that neither it nor its officers, agents, representatives, or members will engage in union activities on Employer time or on Employer property except as authorized by this Collective Agreement.

It is agreed that for all purposes of this agreement, the offices or premises or place of business of the Employer shall include client's premises.

3.09 New Employee Orientation:

- (a) On or before the commencement of her employment, the Employer will give to each newly employed employee a copy of this Collective Agreement. The Employer shall notify the Union of the names, addresses, telephone numbers, and social insurance numbers of all new employees, and starting date of each newly employed employee upon commencement of employment. It is agreed that the Chief Steward shall be advised by the Employer of the time at which the Employer has scheduled the new employee's orientation session, and the Chief Steward will be given an opportunity to have an orientation session with the new employee either fifteen (15) minutes before the commencement of the employee's orientation session or fifteen (15) minutes at its conclusion. The orientation time shall not exceed fifteen (15) minutes per employee.

- (b) The Employer will provide each employee covered by this Agreement a

copy of the Collective Agreement each time the Agreement is renewed up to a maximum of 150 copies. The cost of duplicating the Collective Agreement will be shared equally by the Union and the Employer.

ARTICLE 4 DISCRIMINATION

Each of the parties hereto agrees that there will be no discrimination, interference, restraint, coercion or intimidation exercised or practised upon any employee because of membership in the "Union";

ARTICLE 5 DEFINITIONS

- 5.01 "Employee" shall include only such persons coming within the scope of the bargaining unit as referred to in Article 2.
- 5.02 For the purpose of interpretation of this Agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.

- 5.03 “Steward” shall mean an employee of the Employer duly accredited as such by the Union.
- 5.04 “Representative” shall mean a staff member of S.E.I.U. Local **268**.
- 5.05 “The Union” shall mean the Service Employees Union Local **268** affiliated with the S.E.I.U., A.F. of L., C.I.O. and C.L.C.
- 5.06 “The Employer” shall mean Bayshore (formerly Gentiva Health Services), City of Thunder Bay.
- 5.07 “Manager” for the purposes of this Agreement, means the Manager - Clinical Practices or such other Manager as the Employer may designate from time to time.
- 5.08 “Supervisor” and/or “Immediate Supervisor” for the purposes of this Agreement, shall mean either the “Manager” or the Client Services Supervisor or such other Supervisor as the Employer may designate from time to time.
- 5.09 For the purpose of interpretation of this Agreement, the reference to “hours” or to

“hourly” in only Articles 8.03, 13.01, 13.03(d), 13.07, 14 and 15.01 shall be used interchangeably with the term “visits”.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 The Employer retains all the rights of management save insofar as they are modified by this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the sole right of the Employer to:

- (a) maintain order, discipline and efficiency, and to establish and alter from time to time rules and regulations to be observed by employees;
- (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline employees, provided (subject to Article 9.10) that a claim by an employee of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) determine the methods, job classifications and content, work assignments, schedules, procedures, programs, locations, equipment, areas in which the employees work, numbers of Employees and staff requirements.

6.02 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 7 NO STRIKE/NO LOCKOUT

The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts so long as this Collective Agreement continues to operate. The terms strike and lockout shall bear the meaning given them in the Ontario *Labour Relations Act*, as amended.

**ARTICLE 8 STEWARDS AND UNION
COMMITTEES**

8.01 Union Stewards:

- (a) The Employer agrees to recognize two (2) Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) One of the two (2) recognized Union Stewards in ARTICLE 8.01 (a) may be appointed or elected Chief Steward. The Chief Steward may assist in the presentation of any grievance or with any steward function as required under the Agreement.
- (c) The Union shall keep the Employer notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

No employee will be recognized as a Steward until the Union advises the Employer in writing of the name(s) of the employee(s) designated as Steward(s).

- (d)** A Union Steward shall suffer no loss of earnings for time spent attending grievance or disciplinary meetings with the employer in performing the above duties during her regular scheduled working hours. This provision does not apply to attendance at arbitrations or other proceedings.

Every effort shall be made by the steward(s) to schedule the performance of her duties under paragraphs (a) and (b) above at times which do not conflict with her work schedule or with the work schedule of any other employee in the bargaining unit.

If the performance of the duties in paragraphs (a) and (b) above necessitates the steward(s) requiring absence from a scheduled work assignment, the steward(s) must provide her immediate supervisor with reasonable notice and must obtain the

permission of her supervisor before leaving her work to perform her duties as a steward.

8.02 Negotiating Committee:

- (a) The Employer will recognize a negotiating committee which shall consist of two (2) employees or less, selected by the Union, along with representative of the Union.
- (b) The Employer shall be notified of the names of employees selected for this committee.
- (c) Upon direction from the Union, the Employer agrees to continue to pay the members of the Union's negotiating committee and bill the Union for the amount stipulated.

8.03 Staff/Management Committee: Where the parties mutually agree that there are matters of mutual concern that it would be beneficial to discuss at a Staff Management Committee Meeting during the term of this Collective Agreement, the following shall apply:

The Manager or her designate, who may be accompanied by a representative from Area or Head Office, and the Chief Steward or her designate, who may be accompanied by a staff representative of the Union, shall meet at a time and place mutually satisfactory. The request for a meeting hereunder shall be made in writing prior to the date proposed and accompanied by an agenda or matters proposed and agreed to be appropriate for discussion by both parties which shall not include the matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Collective Agreement. The Manager or her designate and the Chief Steward or her designate shall mutually determine its own procedures and the time and frequency of meetings, as well as whether or not other persons should attend a particular meeting of the Committee because of the agenda items to be discussed. Unless mutually agreed by the Manager or her designate and Chief Steward or her designate such meetings shall not take place more than once per calendar month.

The Chief Steward or her designate shall suffer no loss of earnings for time spent in

attending a Staff/Management Committee meeting scheduled during her regular scheduled working hours.

Every effort shall be made by the Chief Steward or her designate to schedule the performance of her duties under this Article at times which do not conflict with her work schedule or with the work schedule of any other employee in the bargaining unit.

- 8.04** Occupational Health and Safety Committee:
The Employer agrees to establish an Occupational Health and Safety Committee that meets the requirements set out in applicable legislation.

To be accompanied by a letter of understanding from the Employer to the Union for the term of this collective agreement, the text of which reads as follows:

The Employer agrees that for the term of this collective agreement the Occupational Health and Safety Committee shall be made up of four **(4)** employees of the Employer with two (2) to be appointed by the Union.

- 8.05 (a) The employee may request the assistance of the Union Steward to handle a grievance with the immediate Supervisor.
- (b) Where an employee is called before a Supervisor, for the purpose of discipline, she will be informed that she has the right to have a union steward present. The Employer shall notify the employee of this right in advance. Where the Employer deems it necessary to discipline, suspend or discharge an employee, the Employer shall notify the Union of such discipline, suspension or discharge in writing, within three (3) days.
- (c) If, in the opinion of the Employer, a concern exists with respect to an employee which would require an immediate suspension of the employee, the Employer shall have the right to immediately suspend the employee with or without pay pending an investigation and/or the holding of a disciplinary meeting. Article 8.05(b) shall not apply in this case. Article 8.05(b) will apply when the disciplinary meeting is held.

**ARTICLE 9 GRIEVANCE AND
ARBITRATION**

- 9.01 Definition: A grievance is defined as any difference arising between the Employer and an employee or employees as to the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 9.02 The grievance shall identify the nature of the grievance, the employee involved, the date on which the alleged grievance occurred, the remedy sought and should specify the provisions of the Collective Agreement which are alleged to have been violated.
- 9.03 (a) If an employee feels that she has a grievance or complaint she shall discuss it with her immediate Supervisor within ten (10) days after the circumstances giving rise to the complaint have occurred or ought to have come to the attention of the employee. An earnest effort to settle the difference shall be made by the employee and the Supervisor.

- (b) Failing settlement within five **(5)** days, it may then be taken up as a grievance within ten (10) days following her immediate Supervisor's decision in the following manner and sequence:

STEP ONE

The employee shall submit the grievance signed by her, in writing, to her immediate Supervisor. The employee may be accompanied by a Union Steward. The immediate Supervisor will deliver her decision in writing within five **(5)** days following the day on which the written grievance was presented to her. Failing settlement, then:

STEP TWO

The grievance may be submitted by the employee with the assistance of the Union Steward within five **(5)** days thereafter to the Manager or her designate who will call a meeting with the designated Union representatives who may be accompanied by a staff representative of the Union. This

meeting will be held within five (5) days of the *receipt* of the grievance at Step Two, or at a date set by mutual agreement of the parties. The decision of the Employer shall be delivered in writing within ten (10) days following the date of such meeting.

If the grievance is not resolved it may be referred to arbitration.

Either the Employer or the Union may require that the employee or a member of the group of employees involved in the grievance being appealed shall be present at the Step Two meeting.

9.04 Arbitration:

- (a) Should any grievance fail to be satisfactorily settled on the foregoing procedure, the grievance may be referred to arbitration within fifteen (15) days following receipt of the answer at Step II. The party referring the grievance to arbitration shall notify the other party in writing.

- (b) The Union and the Employer may agree upon a sole arbitrator to hear the matter and for this purpose will exchange nominations.

- (c) Failing agreement between the Union and the Employer within ten (10) days as to a sole arbitrator to be appointed, the matter may be referred within five (5) days thereafter to a Board of Arbitration composed of three (3) members, and either the Union or the Employer may inform the other in writing of its desire to submit the matter to arbitration by a three-person Board, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be Chairperson. If either party fails to make the required appointments within the time designated, either or both parties may

request the Minister of Labour for Ontario to fill the vacancies.

- (d) No person may act as an arbitrator or be appointed to the arbitration board, who has been directly involved in attempts to negotiate or settle the grievance.
- (e) The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- (f) If the grievance is not referred to arbitration within the said fifteen (15) day period, the grievance will be deemed to have been finally abandoned.

9.05 Time Limits: No grievance may be processed to arbitration unless it has been properly processed through the Grievance Procedure and within the time limits

established by this Collective Agreement. Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth within this Article or the matter shall be deemed to have been abandoned.

Time limits shall be computed by excluding Saturdays, Sundays and paid holidays listed in this Collective Agreement. If a grievance which has been introduced into the Grievance Procedure is not processed within any of the time limits set down by this Collective Agreement, this specific grievance may not be reintroduced as a new grievance. Failure of the Employer to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding Step, provided she presents the grievance at this next Step within five **(5)** days after the expiration of the said time limit.

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent in writing by the Manager or her designate and the Union designate.

- 9.06 Authority of Arbitration Board: The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Collective Agreement, nor to give any decision inconsistent with it. The Board of Arbitration shall have the power only to settle grievances arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.
- 9.07 Compensation of Arbitration Board: The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the Chairperson or of a single arbitrator.
- 9.08 Place of Hearing: Arbitrations shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Union and the Employer.
- 9.09 Agreements During Grievance Procedure: All agreements reached under the Grievance Procedure between the representatives of the

Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

9.10 Discharge Grievance: If an employee who has completed her probationary period believes she has been unjustly discharged, such claim may be submitted by the employee, who may be accompanied by a Union Steward, at Step 2 of the Grievance Procedure to the Employer within ten (10) days after she has been given notice of discharge.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Employer's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

9.11 Union and Employer Grievance: A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall be originated at Step 2 within fifteen (15) days following the circumstances giving rise to the grievance. Employer grievances will be submitted to the Union office and Union grievances will be submitted to the Manager or her designate. The Employer and the Union shall have ten (10) days to try to resolve the grievance by discussion. Should the parties agree to extend the time limits for the resolution of a grievance under this Article, the party with whom the grievance was filed shall have five (5) working days from the holding of a meeting between the parties to deliver its written answer to the grieving party. If such grievance cannot be resolved by discussion, such grievances may be referred to arbitration pursuant to Article 9.04.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted

herself and the regular grievance procedure shall not be thereby bypassed.

- 9.12 Group Grievance: Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Manager or her designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

ARTICLE 10 PROBATIONARY PERIOD AND SENIORITY

- 10.01 (a) Probationary Period: A new employee shall be a probationary employee during her first four hundred and eighty (480) hours actually worked.

(b) The purpose of the probationary period is to determine, in the opinion of the

Employer, the suitability of the employee for continued employment with the Employer. The dismissal of an employee in the probationary period may be made at any time without notice or reasons and any such dismissal shall not be subject to the grievance and arbitration procedure.

- 10.02 Service: Service shall be defined as length of continuous employment with the Employer.
- 10.03 Seniority: Seniority shall be defined as the employee's continuous employment with the Employer and shall accumulate based on straight time paid hours since the most recent date of employment with the Employer including service prior to certification of the Union.
- 10.04 Where two (2) or more employees commence work on the same day, and have the same seniority standing, the greater seniority shall be given to the employee with the earliest day of application for employment.
- 10.05 Seniority List: the Employer shall post a

copy of the seniority list in the workplace.

Upon signing of this Collective Agreement, the Employer will furnish the Union office and steward with a copy of the Employees' seniority list and a revised copy will be supplied every six (6) months thereafter.

- (a) Upon posting of the seniority lists, the union and affected employees will have thirty (30) calendar days **to** make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate until the next posting.
- (b) All employees presently on staff will have seniority credited to them from date of last hire.

When an employee is absent from work for any reason and a seniority list is posted or a change is made therein, the period during which she may protest shall be thirty (30) days following his/her return to work.

- 10.06 An employee shall lose her seniority, and her employment shall be deemed to be

terminated, in the event that:

- (i) she is discharged for **just cause**; or
- (ii) she voluntarily terminates her position;
or
- (iii) has not worked any hours for a period **of** six (6) months (excluding any period of time in which **an** employee was laid off or any time an employee was in receipt of Workers' Compensation Benefits directly attributable **to** employment with the Employer or was unable to work due **to** sickness for one (1) or more periods each of one (1) week or more duration and supported by a satisfactory medical certificate which shall be provided to the Employer at least every six (6) months, or any other approved leave contemplated by this Agreement); or
- (iv) having received appropriate notice of schedule from the Employer, the employee wilfully, purposely or negligently cancels without providing reasonable notice and/or wilfully,

purposely, negligently fails to provide service to a client.

10.07 Transfer to Positions Outside of the Bargaining Unit:

- (a) An employee who is permanently transferred to a position outside of the bargaining unit shall for a period of up to six (6) months, retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit within such 6 month period she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit. This term may be extended up to a further six (6) months on mutual agreement of the Union, employee and Employer.
- (b) In the event that an employee obtains a temporary position outside of the bargaining unit for a specific task which does not exceed a period of six (6) months and is returned to a position in the bargaining unit, she shall not suffer

any loss of seniority, service or benefits. It is understood and agreed that an employee may decline ~~such~~ offer to assume the task. The six (6) month period referred to above may be extended by agreement of the parties.

ARTICLE 11 LAY-OFFS AND RECALLS

- 11.01 (a) In the event that the Employer determines that the number of employees available for work should be reduced, employees will be removed from the work availability roster in accordance with the provisions of Article 13- Hours of Work and Scheduling. If the Employer later determines that the number of employees available for work should be increased, employees will be reinstated on the work availability roster in accordance with the provisions of Article 13 - Hours of Work and Scheduling.
- (b) Employees who are laid ~~off~~ shall be given a Record of Employment within five (5) days.

ARTICLE 12 JOB POSTING

12.01 The assignment of hours of work and clients shall not be considered as being part of the posting procedures.

12.02 Subject to Article 12.01, jobs which require posting are only those which are created as a result of an establishment of a position which does not relate to individual client care and which has a regular schedule of hours of work. Such jobs shall be made available to employees as follows:

- (i) Postings for jobs referred to in Article 12.02 shall be brought to the attention of all employees by a memo from the Employer to the employees which is either mailed to employees by regular mail or included with their payslip. Positions shall be open for application for 10 days from the date of mailing or issuance of payslip.
- (ii) The postings referred to in Article 12.02 shall stipulate the qualifications, classifications and wage range, and a copy shall be provided to the Chief

Steward.

(iii) Employees shall be selected for positions under Article 12.02 on the basis of an application of the factors set out in Article 13.01 - Hours of Work and Scheduling. The name of the successful applicant will be posted on the Employees' bulletin board and unsuccessful applicants will be notified.

(iv) The Employer shall have the right to fill a job which is posted under Article 12.02 on a temporary basis to allow for posting and a completion of arrangements to permit the employee selected to fill the vacancy. No grievances may be filed concerning such temporary assignments.

12.03 The successful applicant will be placed in the positions which were posted for a trial period not exceeding sixty (60) working days and if the employee proves satisfactory, then she shall be considered permanently assigned to the position. If the employee cannot perform the position satisfactorily, or if she requests, shall, upon the giving of

notice by either the employee or the Employer at any time within the trial period, be returned by the Employer to her previous position where she will be entitled to work assignments in accordance with the application of Article 13 -Hours of Work and Scheduling.

**ARTICLE 13 HOURS OF WORK AND
SCHEDULING**

- 13.01 Subject to the provisions of the Collective Agreement, the Employer shall use its best efforts to provide employees with the maximum hours of work requested by the employee. Nothing in this Collective Agreement constitutes a guarantee of hours.
- 13.02 (a) An employee must provide the Employer with a written notice setting out the days and times that the employee will be available to accept work assignment from the Employer. For new employees, this written notice shall be provided **to** the Employer at the time of the employee's orientation meeting.

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- (b) It shall be the responsibility of the employee to provide the Employer with **at** least 24 hours *notice*, subject to paragraph (c) below, ~~of~~ any desire the employee has to increase or decrease her days and times of availability as previously set out pursuant **to** paragraph (a) above. It shall be the responsibility of the employee to provide the Employer with written confirmation of her desire to increase or decrease her days and times of availability. For greater certainty, it is agreed that any such increase or decrease in availability shall not affect the currently scheduled work week as it applies to all other employees.
- (c) An employee who wishes **to** reduce her work assignments from those currently scheduled, shall provide the Employer with reasonable notice of her desire. The currently scheduled work assignments of the employee shall then be reduced as requested. It shall be the responsibility of the employee to provide the Employer with written confirmation of her desire to reduce her currently scheduled work assignments. Such requests by

employees to reduce currently scheduled work assignments will not be unreasonably denied by the employer.

13.03 (a) **As** work assignments become available the Employer shall assign such work assignments to employees on the basis of the following factors:

1. The employee's skill, ability and qualifications to perform the work required.
2. Consideration for continuity of care and respect for legitimate client preferences.
3. The employee's availability.
4. The employee's ability to efficiently meet the scheduling requirements based on the geographic location of the employee where the employee is providing service to two or more clients in a day.

(b) If after considering the factors listed in

(a) alone, it is determined that two or more employees are relatively equal to **perform the work assignment, then the** employee with the greater seniority shall be offered the work.

(c) The parties recognize that the client has the right to decide whether a particular employee will be assigned or will be continued to be assigned to work for the client.

(d) In relation to 13.03 (a) 2 above, the legitimacy of a client preference shall be determined by applying the following criteria:

1. Client preference shall result only from the initiative of the client.
2. The Employer shall not influence in any manner the client's decision-making, nor shall the Employer indicate as part of any promotion that gender preference is available.
3. No member of the bargaining unit shall be permitted to influence in

any manner the client's decision-making.

4. Any employee who believes that he or she has lost hours of work or assignment because of a violation of this article and is unable to resolve the matter between the Shop Steward and the Employer, shall have access to the grievance procedure for resolution of the dispute.

Article 13.04 - Overtime

13.04 All time worked by the employee over forty **(40)** hours in a week shall be considered overtime and paid **at** a rate of time and one-half the employees' regular straight time hourly rate.

13.05 Where an employee is scheduled **to** work five (5) or more consecutive hours, the employees shall be entitled upon request to a thirty (30) minute unpaid meal break. The rest and meal breaks shall be taken at a time that is mutually convenient.

13.06 No employee shall be required to work more than five (5) days out of every seven (7) day period.

13.07 If the employee's shift is cancelled after the employee arrives on the client's residence, the employee will be paid for all hours she was otherwise scheduled with the client for that appointment.

ARTICLE 14 OPERATIONAL CHANGES

14.01 In the event that circumstances require the Employer to lay off or substantially reduce the hours of work of twenty-five (25%) of the employees in the bargaining unit, the Employer will provide the Union with notice as soon as reasonably possible after the circumstances arise.

14.02 The parties will meet to discuss the implications of the above circumstances and to explore the potential alternatives available to the parties to attempt to assess the effect on the employees.

ARTICLE 15 LEAVES OF ABSENCE

15.01 Bereavement Leave: Where an employee notifies the Employer as soon as possible following a death in the immediate family, and the employee was otherwise scheduled to work the day of the funeral, the employee shall receive her regular hourly rate in respect of the hours she would have otherwise been scheduled to work on that day.

“Immediate family” shall mean parent, spouse (including common-law spouse), child, brother, sister, grandparent or grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law; and

“Immediate family” includes those relationships arising in common law or same sex relationships.

15.02 Education Leave:

(a) Leaves of absence without pay may be granted by the Employer to employees who require them in order to further their career opportunities through

further education and training. Such leaves shall not be unreasonably denied.

- (b) The Employer has the right to require that employees obtain additional training, education or qualification. Where employees are required by the Employer to receive further training or education to maintain or to upgrade employment qualifications, the employee shall be paid for all time spent and the Employer shall pay the cost of the training.

15.03 Witness Duty: Where an employee is required by subpoena to attend a court of law or a Coroner's Inquest as a witness in connection with a case arising from the employee's duties with the Employer, the employee shall not lose pay as a result of not being able to attend any accepted client assignment that day. This provision shall not apply to grievance arbitrations.

15.04 Pregnancy and Parental Leave:

- (a) Pregnancy and parental leave shall be granted in accordance with the

provisions of the Employment Standards Act.

- (b) Credit for seniority and service shall be given to an employee on pregnancy or parental leave on the basis of the average weekly hours worked of the employee during the six months immediately preceding the leave. Seniority credited to an employee on parental or pregnancy leave pursuant to this Article shall be excluded from the calculation of hours worked for the purposes of Article 10.01(a) Probationary Period.
- (c) (i) When returning to work following a pregnancy or parental leave, an employee shall be given work assignments on the basis of the criteria set out in Article - Hours of Work subject to the following:
 - (ii) Provided the employee meets the requirements in items 1, 2, 3 and 4, item 5 shall be the governing factor in the assignment of work until such time as the employee's

hours of work in any one week equate to the pre-leave weekly average of hours worked per week in the six (6) months prior to the pregnancy or parental leave. This scheduling provision is subject to the employee's availability remaining the same as prior to the pregnancy or parental leave.

- (iii) Once paragraph (ii) has been met, the scheduling of work assignments for the employee subsequently shall be in accordance with Article 13 - Hours of Work and Scheduling.

15.05 Union Leave:

- (a) The Employer shall grant leave of absence without pay to a maximum of fifteen (15) days per calendar year per employee, to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Employer's service. No more than four (4) employees may be absent on

Union leave at any one time.

- (b) In requesting such leave of absence for an employee, the Union must give at least ten (10) days clear notice in writing to the Employer.
- (c) Upon direction from the Union, the Employer will pay the regular salary to the employee and bill the Union for the amount stipulated.

15.06 Workers' Compensation: The Employer and the Union agree to work together to identify alternate work for employees who need accommodation when returning to work from WCB.

ARTICLE 16 JOB CLASSIFICATION

16.01 (a) When the Employer determines that a new classification (which is covered by the terms of this Collective Agreement) is established, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If

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

- (b) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the

Union raised the issue with the Employer.

ARTICLE 17 PERSONNEL FILE

17.01 Upon written request, an employee shall have the right to review her personnel file once a year.

If an employee disagrees with any information contained in her personnel record, she may file a rebuttal to the same to be placed in her personnel record.

17.02 All documents shall be brought to the employee's attention, prior to being placed in her file.

The employee may sign and date the document indicating she has read it and shall have the opportunity to disagree prior to it being placed on her file.

17.03 A copy of all Written disciplinary action shall be provided to the employee concerned.

17.04 Any letter of reprimand or other sanction

(excluding suspensions or more serious sanctions) will be removed from the record of the employee after 3120 hours worked following the receipt of such disciplinary action, provided that the employee's record has been free of similar discipline for the 3120 hours worked. .

- (a) Any completed evaluation on an employee shall be reviewed with the employee, and the employee shall also be given a copy of the evaluation. The employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed on her file. If the employee does not wish to add her views to the evaluation such employee shall make a notation to that effect on the form.
- (b) The employee will sign and date the document indicating she has read it. It is understood that evaluations do not constitute disciplinary action unless so indicated in writing to the employee by the Employer.

ARTICLE 18 TRAVEL

18.01 During the term of this collective agreement, the Employer will pay Home Support Workers for time required to travel between assignments where they have more than one assignment in a day which are more than one kilometre apart at the rate of \$9.25 per hour.

18.02 During the term of the collective agreement the Employer will pay the following travel allowance for all visits worked by an RN or RPN who works more than one assignment in a day where the employee is required to travel more than one kilometre between each assignment:

- (1) 50¢ per visit for all visits worked where the assignments are within the city limits of Thunder Bay;
- (2) \$1.00 per visit for visits where the assignments are outside the city limits of Thunder Bay;

For greater certainty it is agreed and understood that travel time or travel

allowances will not be paid for travel to the first visit of the day or from the last visit of the day.

ARTICLE 19 PAID HOLIDAYS

19.01 The employer will treat the following days as paid holidays:

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

19.02 In order to qualify for each paid holiday, an employee must meet the following criteria:

- (a) have completed her probationary period;
- (b) have earned wages on at least **12 days** during the four week period immediately preceding the public holiday;

- (c) have worked her scheduled regular days of work preceding and her scheduled regular day of work following the public holiday.

An Employee who qualifies shall be paid an average of her daily wage for all hours worked per day at her regular straight time hourly rate over the four (4) weeks preceding the holiday.

- 19.03 When an employee works on the above holiday she shall be paid one and one-half (1 1/2) times her regular straight time hourly rate for all hours worked on such holiday. In addition, the employee shall be paid an average of her daily wage for all hours worked at her regular straight time hourly rate over the four (4) weeks preceding the holidays. This shall be in addition to any entitlement in Article 17.01 and 17.02 alone.
- 19.04 Where an employee works on a holiday, the hours the employee works on the public holiday shall not be taken into consideration in calculating any overtime pay to which the employee would be entitled for the work week in which the holiday occurs.

The parties will agree to a Letter of Understanding as follows:

“The parties to this agreement agree that nothing in this agreement shall constitute an admission **by** either party regarding the status of employees under the Employment *Standards Act* concerning whether or not the employees of the employer are elect to **work** employees or not. It is the employer’s position that the employees may elect **to work**, or not.”

ARTICLE 20 VACATION

- 20.01 (a) All employees who have completed one (1) year of employment but less than ten (10) years of employment as of June 1 in a year shall be entitled to receive four percent (**4%**) vacation pay.
- (b) All employees who have completed ten (10) or more years of employment as of June 1 in a year shall be entitled to receive **six** percent (6%) vacation pay.
- 20.02 Vacation pay entitlement shall be calculated at June 1st in each year of employment on

the basis of 4% or 6% as applicable.

- i) Employees who choose to receive vacation pay on every cheque shall receive the applicable percentage, 4% or 6% of gross earnings on every pay;
- ii) Employees who choose to receive vacation pay once per year shall be paid the applicable percentage, 4% or 6% of gross earnings (exclusive of vacation pay) in the preceding twelve (12) months of employment less deductions required by law. Such vacation pay shall be included on the first pay cheque on or after June 1st of each year.

20.03 Employees who have completed one (1) year of employment but less than ten (10) years of employment as of June 1 in any year shall be entitled to designate two (2) weeks per year as a vacation leave. Employees who have completed ten (10) or more years of employment as of June 1 in any year shall be entitled to designate three (3) weeks per year as a vacation leave. An Employee shall provide the Manager with one (1) weeks' advance notice that the time being taken off

in accordance with the above is to be designated as vacation time. Vacation pay shall be calculated in accordance with Articles 20.01 and 20.02. Where practicable, and subject to client preferences, an employee returning from vacation leave will be provided with the same schedule she had prior to her leave. Client preference shall be determined in accordance with Article 13.03 (d) – Hours of Work and Scheduling.

ARTICLE 21 BENEFITS AND INSURANCE

21.01 Premiums:

- (a) The employer agrees to pay 50% of the billed premiums for the benefits below for all employees who have successfully completed their probationary period and regularly work thirty-five (35) hours per week or more.
- (b) Employees who have completed the probationary period and who regularly work less than thirty-five (35) hours per week, but work at least twenty (20) hours per week shall be entitled to

participate in the employer's group benefit plan subject to the terms of that plan provided they pay 100% of the premium.

21.02 Subject to the articles set out above and below, the Employer agrees to pay the premiums for a benefit plan that provides the following level of benefits:

Life Insurance

\$10,000.00

Accidental Death and Dismemberment Insurance

\$10,000.00

Dental - 100% coverage of basic services such as cleaning, fillings, extractions, x-rays and examinations. In addition, 50% coverage is provided for endodontics and periodontic procedures. Maximum reimbursement for the first year of coverage is limited to \$500.00 per person, with a maximum of \$1,000.00 per person per each subsequent year.

Prescription Drugs - 80% reimbursements for drugs, serums and vaccines prescribed by a doctor or dentist and dispensed by a

pharmacist. Annual deduction - \$50.00 per benefit year per person (No annual lifetime max.) - \$100.00 per benefit year per family (No annual lifetime max.)

Home Support - This covers the services of out of hospital private duty nursing expenses up to \$25,000.00 in any three (3) consecutive benefit years. Prior approval is required.

Ambulance Services - Applies to trips to the hospital by a licensed ambulance. Covers charges up to the amount between the reasonable and customary charges and the provincial allowance.

Semi-private Hospital Coverage - Covers 80% of semi-private hospital expenses, with no deductible.

Assistive Devices - 80% of all prosthetic appliances such as artificial limbs, eyes, split costs and breast prosthesis.

Medical Equipment and Supplies - 80% of all surgical bandages and dressing and the purchase or rental of medically AND necessary equipment such as non-electric

wheelchairs.

- 21.03 The hours which an employee is “regularly employed” for the purposes of Article 21.01 and 21.02 shall be determined quarterly on the basis of calculating a weekly average of the total hours worked by the employee during the preceding 3 calendar months it being understood that an employee must average at least 37.5 or 20 to 37.4 hours respectively to be eligible for the Bayshore (formerly Gentiva Health Services) Benefit Plan. Quarterly totals will be prepared on January 31, April 31, July 31 and October 31 respectively.
- 21.04 It is understood and agreed that the benefit plan is not part of this agreement and is not subject to the grievance and arbitration procedure. It is further understood that the employer may change the insurance carrier provided that the benefit coverage as a whole is not fundamentally reduced.

ARTICLE 22 UNIFORM ALLOWANCE

- 22.01 The Employer will provide a letter of understanding that it does not intend to

initiate a requirement to wear uniforms during the term of this Agreement.

ARTICLE 23 GENERAL

23.01 Should the Employer require an employee to provide a medical certificate or report to substantiate restrictions with respect to the employee's ability to perform work, or prior to an employee returning to work following a leave of absence due to illness or injury the Employer shall bear the cost of the certificate/report.

23.02 It shall be the duty of each employee to notify the Employer promptly of any change of name, address, telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee.

23.03 Any notice to any employee under the Collective Agreement may be given personally (either directly or by telephone) or prepaid registered post addressed to the employee at her last address shown on the staff list or on the payroll of the Employer

and such notice shall be deemed to have been received on the second day following the date of mailing.

ARTICLE 24 TERM

24.01 This Agreement shall come into effect on the 1st day of October, 2000 and will continue in effect until 30th day of September, 2002 and shall continue automatically thereafter for periods of one year each unless either party notifies the other in writing not more than 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.

**Dated this 27TH day of September, 2000 at Thunder
Bay, Ontario.**

**For: Service Employees' International Union
Local 268:**

**Pamela McNally
Joanne Knudsen-Bailey
Jeff Rooney**

**For: Bayshore (formerly Gentiva Health
Services):**

**Michael Young
Roberta Wood
Terence Kearney
Judy Taylor**

BAYSHORE - Wage Schedule

R.N.	Present	Eff. Apr.2/01
Start	\$17.50	\$18.45
1500 hrs.	\$17.75	\$19.50
3000 hrs.	\$18.10	\$21.70
4500 hrs.	\$18.35	\$23.75
9000 hrs.	N/A	\$27.00
R.P.N.		
Start	\$13.00	\$14.00
1500 hrs.	\$13.00	\$15.25
3000 hrs.	\$13.00	\$16.75
4500 hrs.	\$13.00	\$19.25
9000 hrs.	\$13.00	\$22.00
P.S.W.		
Start	\$ 9.65	\$10.40
1500 hrs.	\$ 9.85	\$10.65
3000 hrs.	\$10.05	\$10.90
4500 hrs.	\$10.25	\$11.20
H.S.W.		
Start	\$ 9.65	\$ 9.85
1500 hrs.	\$ 9.85	\$10.05
3000 hrs.	\$10.05	\$10.25
4500 hrs.	\$10.25	\$10.45

NOTE: Hourly adjustments to rate of pay as per Wage Schedule, Hour/Visit Rate Adjustment and Pay Equity Adjustment will be included in the above increases. Therefore, no adjustments as per the Wage Schedule will be processed. These increases are inclusive of any pay equity adjustment required for 2001 and are in effect until the expiry of the current collective agreement in September 02. The travel rate for Home Support Workers will remain at \$9.25 per hour.)

Wage Schedule

*The characterization of payments as pay equity adjustments does not constitute an admission by Bayshore that it has any particular obligation with respect to pay equity payments. The pay equity adjustment which would be implemented on the date of ratification would represent an increase of more than 1%. Accordingly, in the event that Bayshore has an obligation to make a pay equity adjustment, the adjustment provided for on the date of ratification may, in Bayshore's discretion be attributed to retroactive adjustments and/or an adjustment with respect to the year in which the agreement is ratified. The amount provided for will not be interpreted to, or in any respect obligate, Bayshore to make a pay equity adjustment of more than 1% of its payroll in respect of any given year. In the event that it is determined that Bayshore does not have an obligation to make adjustments with respect to pay equity, then the increases identified as pay equity adjustments in the wage schedule to the collective agreement will nonetheless be implemented by Bayshore as wage adjustments. The above would be incorporated in a letter of understanding between the parties.

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