

UNIT NO.'s: 144, 145, 146, 188, 237, 238, 239, 322, 324, 423, 548, 559, 560, 561, 562,
563, 564, 565, 618, 619, 620, 636, 640, 650, 654, and 687



Canadian Red Cross
Community Health Services

Croix-Rouge canadienne
Services de santé communautaires



COLLECTIVE AGREEMENT

Between

**CANADIAN RED CROSS SOCIETY - COMMUNITY HEALTH SERVICES
ONTARIO ZONE
(the "Employer")**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA
(the "Union")**

Effective: AUGUST 1, 2008

Expiry: MARCH 31, 2011
12797 (04)

TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE.....	1
ARTICLE 2 - RECOGNITION AND SCOPE.....	1
ARTICLE 3 - NO DISCRIMINATION.....	6
ARTICLE 4 - NO STRIKES OR LOCKOUTS.....	6
ARTICLE 5 - MANAGEMENT RIGHTS.....	7
ARTICLE 6 - UNION SECURITY AND CHECK-OFF.....	8
ARTICLE 7 - RELATIONSHIP AND REPRESENTATION.....	9
ARTICLE 8 - DISCIPLINE AND DISCHARGE.....	11
ARTICLE 9 - GRIEVANCE PROCEDURE.....	13
ARTICLE 10 - ARBITRATION.....	16
ARTICLE 11 - SENIORITY.....	17
ARTICLE 12 - LAY-OFF AND RECALL.....	20
ARTICLE 13 - LEAVE OF ABSENCE.....	22
ARTICLE 14 - INJURY AND DISABILITY.....	25
ARTICLE 15 - LABOUR-MANAGEMENT COMMITTEE.....	28
ARTICLE 16 - HOLIDAYS.....	31
ARTICLE 17 - VACATIONS.....	32
ARTICLE 18 – JOB POSTINGS.....	34
ARTICLE 19 – HOURS OF WORK.....	34
ARTICLE 20 - TRAVEL ALLOWANCE.....	40
ARTICLE 21 – REPORTING PAY.....	41
ARTICLE 22 – HEALTH AND WELFARE BENEFITS.....	41
ARTICLE 23 – UNIFORM ALLOWANCE.....	42
ARTICLE 24 – MISCELLANEOUS.....	43
ARTICLE 25 – DURATION OF AGREEMENT.....	44
ARTICLE 26 – SHIFT PREMIUM.....	44
APPENDIX “A” – Salary Grid.....	46
APPENDIX “B” – Health & Safety Committee.....	47
APPENDIX “C” – Calling Ahead.....	47
APPENDIX “D” – Union Related Business.....	47
APPENDIX “E” – Stat Holiday Scheduling.....	48
APPENDIX “F” – Scheduling Clients in Geographic Areas.....	49
APPENDIX “G” – Wage Rate Outside of Hired Branch.....	50
APPENDIX “H” - Funding.....	51
APPENDIX “I” – Hours of Work.....	51
APPENDIX “J” – Weekend Scheduling.....	53
APPENDIX “K” – Voice Mail Time Checking Protocol.....	54
APPENDIX “L” – Availability Form.....	56

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 for each of the following bargaining units:

- a) All Employees of The Canadian Red Cross Society (Ontario Zone) 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;
- b) All Employees of The Canadian Red Cross Society (Ontario Zone) in its City of Thunder Bay Branch Homemaker Service in the City of Thunder Bay, save and except Supervisors, persons above the rank of Supervisor, office and clerical staff and persons in bargaining units for which any trade Union held bargaining rights as of October 24, 1996;
- c) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Towns of Geraldton, Nakina, Longlac, Jellicoe and Caramat, save and except Supervisors and persons above the rank of Supervisor;
- d) All **Employees** of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the District of Thunder Bay, save and except Supervisors, persons above the rank of Supervisor, office and clerical staff and any Employees for which a trade Union held bargaining rights as of June 16, 1998, the date of filing of the Application;
- e) All persons employed in the homemaker and attendant capacities of the Canadian Red Cross Society (Ontario Zone) in the City of Toronto in the Toronto Homemaker Service, save and except Supervisors and persons above the rank of Supervisor and office and clerical Employees;
- f) All Employees of the Timmins & District Red Cross Homemaker Service in the District of Cochrane, save and except Supervisors, persons above the rank of Supervisors and office and clerical staff;

- g) All Employees employed by the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the City of Dryden and the towns of Vermilion Bay, Eagle River, Minnitaki, Oxdrift, Eton-Rugby] Wabigoon, Dinorwic, Borup's Corners, Dymont, Ignace, Sioux Lookout, Hudson, Silver Dollar, O'Brien's Landing, Red Lake Road, Quibell, Camp Robinson, Perrault Falls, Wabus kang, Gold Pines, Ear Falls, Starratt-Olsen, Madsen, Red Lake, Balmertown, Cochenour and MacKenzie Island, save and except Supervisors, and persons above the rank of Supervisor;
- h) All Employees of The Canadian Red Cross Society (Ontario Zone) in the District of Rainy River, save and except Supervisors and persons above the rank of Supervisor;
- i) All Employees of the North Bay Red Cross Homemakers Service, save and except Supervisors, persons above the rank of Supervisors and office and clerical staff;
- j) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the District of Kenora, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- k) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the County of Chatham-Kent, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- l) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the County of Middlesex, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- m) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the town of Owen Sound and the County of Grey-Bruce, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- n) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the Town of St. Thomas, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- o) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the City of Sarnia and County of Lambton, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- p) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the Town of Stratford and the County of Perth,

save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;

- q) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the Town of Woodstock and the County of Oxford, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- r) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the Regional Municipality of Durham, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- s) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the Regional Municipality of Peel, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- t) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the Region of York, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- u) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the Region of Halton, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- v) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the Niagara Region, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- w) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the **Town** of Brockville and Lanark, Leeds and **Grenville** county, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- x) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the City of Cornwall and the Municipality of Ottawa-Carleton, Stormont, Dundas and Glengarry and Prescott-Russell county, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- y) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the Cities of Kingston and Pembroke, Frontenac, Lennox, Addington and Renfrew County, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;

- z) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the District of Muskoka, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- aa) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the Towns of Peterborough and Lindsay, Victoria, Haliburton and Northumberland County, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- bb) All Employees of the Canadian Red Cross Society (Ontario Zone) in the Homemaker Services Program in the County of Simcoe, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff;
- cc) The Society recognizes the Union as the sole and exclusive bargaining agent of all Employees of The Canadian Red Cross Society employed in the County of Brant save and except Supervisors, persons above the rank of Supervisor, office and clerical Employees and persons for which any trade Union held bargaining rights as of November 29, 1988.
- dd) All Employees of Canadian Red Cross, Community Health Services (Ontario Zone) in the Homemaker Service Program in the Cities of Kitchener, Waterloo, Guelph, Cambridge and Elmira including the regions of Wellington and Dufferin, save and except Supervisors, persons above the rank of Supervisor and office and clerical Employees.
- ee) All Employees of Canadian Red Cross, Community Health Services (Ontario Zone) in the Homemaker Service Program in the City of Sault Ste. Marie and District of Algoma and including Sudbury and Manitoulin, save and except Supervisors, persons above the rank of Supervisor and office and clerical Employees.

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 applicable 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 Geographic Area – defines the area of work in which an Employee provides a service on behalf of the Society.

2.05 Geographic Team – defines the group of Employees who provide a service on behalf of the Society within a specific geographic area.

Branch – defines a group of contiguous geographic areas

- 2.06** a) Excluded Persons - Anyone excluded from the bargaining unit(s) as described in Article 2.01 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.
- b) **No** Employee excluded from the bargaining unit described in Article 2.01 may perform work normally performed by bargaining unit Employees where:
- i) the performance of such work by excluded Employees would result in the lay-off of one (1) or more bargaining unit Employees; or
 - ii) there are bargaining unit Employees on lay-off who have the necessary skill, ability and qualification to perform the work required and the work required is sufficient to recall one (1) or more Employees to work at least eight (8) consecutive hours per week.

This clause shall not apply in the cases of training or emergency

- 2.07** a) When a new classification (which is covered by the terms of the Collective Agreement) is established by the Employer, 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 then (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 the comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- b) When the Employer makes a substantial change during the term of this agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested, to permit the Union to make representation with respect to the appropriate rate of pay.
- c) If the matter is not resolved following the meeting with the Union, the matter may be referred 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.

- d) 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.
- e) In the event that the Employer receives funding from the CCAC, MOH or any other funding source that creates additional contracted programs, the Employer shall meet with the Union Representative or his/her designate to discuss the allocation/ distribution of the associated hours of work in compliance with the Collective Agreement.

2.08 Where the Society intends to change a geographic area it shall advise the Union at least thirty (30) calendar days in advance of implementation and shall discuss the boundaries of the geographic areas with the Union. Where agreement cannot be reached with respect to the new boundaries where a new area is created, the Society shall have the right to implement the new boundaries and the Union may refer its dispute to binding interest arbitration within ten (10) calendar days after implementation of the new boundaries by the Society.

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 no 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* and the *Employment Standards Act*.

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.

4.03 The terms strike and lockout shall have the meaning attributed to them pursuant to the *Labour Relations Act*, 1995, S.O. 1995, Chap.1.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 It is recognized and agreed by both parties that the Society is a private organization dependant upon public and private funding and volunteer support. Nothing in this Agreement shall be intended or interpreted as limiting the ability of the Society to respond to the need of the community or the requirements of obtaining or continuing to obtain funding from various sources. The Union acknowledges and recognizes that all matters concerning the management of the 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;
- 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; and
- f) to take all steps as may be deemed available by the Society to carry out the Society's mandate to provide quality services to the community and to obtain funding to provide such services.

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, initiation fees, or assessments.

New probationary Employees shall commence dues deduction on the second full pay period immediately following date of hire.

- 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 last day of the month in which the deductions were made. For example, where Employees are paid on October 15, for work between September 15 to September 30, and are paid on October 31 for work performed between October 1 to October 15 the Society shall make deductions from Employees pay on October 15 and 31 and shall remit such dues by October 31. The Society agrees to include on Employees' T-4 slips the annual amount of Union dues deducted from the Employees' pay by the Society and remitted to the Union.
- c) The Society agrees to forward, by the last day of the month following the month in which deductions are made, a list in an electronic version, showing the names, current addresses, phone numbers, Social Insurance Number, deletions and additions from the preceding month, highlighting new hires, resignations, terminations, new unpaid leave of absence greater than one month and returns from leaves of absence for all Employees and the amount of the dues remitted on behalf of each of the Employees for whom deductions have been 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.

6.03 Upon agreement of the Parties, the Society may hire temporary Employees for the purpose of covering the schedule of Employees who are absent from work on an approved leave of absence or vacation under the Collective Agreement. Such temporary Employees shall be treated as probationary Employees for the purposes of this Collective Agreement and shall be terminated from employment at the conclusion of such temporary assignments. The above-noted termination shall not be subject to the grievance or arbitration procedures and is not a difference between the Parties. Where an Employee is absent on an approved leave of absence or vacation leave under the Collective Agreement, the Society may assign the absent

Employee's entire schedule to a temporary Employee and the provisions of Article 19 shall not apply.

ARTICLE 7 - RELATIONSHIP AND REPRESENTATION

7.01 Union Stewards, Grievance Committee, Negotiating Committee

- a) The Society agrees to recognize four **(4)** Employees for each of the bargaining units, selected by the Union as Stewards (one (1) of whom in each bargaining unit 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 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) i) For the renewal of the Agreement, the parties agree that the Union may appoint or elect a Committee as stipulated by the Terms of Reference for the negotiations process as agreed to by the parties.

ii) The Society shall not be required to recognize the Union Negotiation Committee until after notice of desire to bargain has been given under Article 25 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 beyond ratification.
- e) The Society agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent in attending such negotiating meetings with the Society up to and including conciliation.

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.

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** For grievance meetings that are scheduled during the Employees' regular scheduled hours of work, the Grievor (except in cases of discharge or suspension) shall attend without pay for any hours spent in meetings with the representatives of the Society. Where a Steward is required to attend a grievance meeting while otherwise scheduled to work, the Steward shall be paid at their regular rate of pay for time spent by the Steward in the meeting and provided kilometer compensation for all kilometers traveled to the Branch Office meeting.
- 7.05** The Union further acknowledges and agrees that Stewards and other Committee Members 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 and other Committee Members will first obtain the Supervisor's permission before undertaking such business, and when such business has been completed, the Employee shall advise her Supervisor. Permission shall not be unreasonably withheld.
- 7.06** 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.
- 7.07** 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.
- 7.08** The Society agrees to provide the Union with a copy of any Job Description covered by the applicable bargaining unit description in Article 2.01 upon request, when changes to the Job Description 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 any Job Description covered by the applicable bargaining unit description in Article 2.01.
- 7.09** The Union may designate specialized representatives to deal with issues such as Workplace Safety and Insurance claims, Occupational Health and Safety, Pay Equity and the like. The Society agrees to recognize such specialized representatives in dealings with the Union required under the Collective Agreement.
- 7.10** The Society agrees to forward to the Chief Steward, a copy of all correspondence which the Society is required to forward to the local Union Office under the terms of this Collective Agreement.
- 7.11** From time to time thereafter as staff change, the Society agrees to provide the Union with (where such positions exist) the names of its Director of Operations, Manager, Community Health Services, Supervisor- Operations and each of its Supervisors for those locations covered by this Collective Agreement. It is

understood that this list is for informational purposes only and the accuracy or inaccuracy of the list shall have no impact or effect on any decision or action taken by the Employer or its Managers and Supervisors whether on the list or not, whether the decision or action be administrative, disciplinary or of any other nature or kind.

7.12 The Society agrees to provide an opportunity, once each month, for the Union Steward to meet with new Employees for twenty (20) minutes. New Employees will be advised of the date and time of that month's meeting at the time of hire. Attendance at these meetings is without pay.

The Society agrees that such meetings may occur on the Employer's premises if a suitable room is available.

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 offences 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 (1) or more of these serious offences, 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 offence, then the Arbitrator or Arbitration Board, as the case may be, shall not inquire into the penalty imposed. The offences 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;
- iii) Conviction of a Criminal Offence which would impact the client caregiver relationship.

Nothing in this clause shall limit the Society in imposing discipline, up to and including discharge, for any other offence, subject to the other terms of this Collective Agreement.

8.03 Whenever the Society formally imposes discipline, of at least the written warning level, on an Employee, the Employee shall have the right, upon request, to the presence of a Union Steward. Where the Society decides to hold a meeting with an Employee, to investigate a matter that may result in discipline or imposes

discipline on an Employee, the Society shall advise the Employee of the purpose of the meeting in advance and shall further advise the Employee of her right to request the presence of the Union Steward at the meeting. If an Employee is suspended or discharged, the Society shall notify the Union in writing within two (2) working days following the date of suspension or discharge.

Where a Steward has been requested to attend a meeting, the Steward shall be provided kilometer compensation for all kilometers traveled to the Branch Office meeting.

8.04 All records of disciplinary action are to be removed from an Employee's personnel file eighteen (18) months from the date of discipline provided there has been no further disciplinary action during this eighteen (18) month period.

8.05 Where an Employee fails to report for a scheduled work assignment without notifying the Society in advance, unless such notice could not reasonably be given (it being understood that forgetting the assignment is not a reasonable excuse for failing to so notify) the Society may impose the following specific penalties:

1. a one (1) day written notification of suspension which will be placed in the Employee's personnel file (however the Employee does not lose any hours of work or earnings on the first occasion that the Employee fails to report for work); and
2. a three (3) day written notification of suspension on the second occasion that the Employee fails to report for work; and
3. a five (5) day written notification of suspension on the third occasion that the Employee fails to report for work; and
4. discharge from employment on any further occasion that the Employee fails to so report for work.

NOTE: Where the term "written notification" is referenced, for the purposes of discipline it will be deemed a working day suspension.

Where a suspension or discharge for this offence is made the subject of a grievance which proceeds to arbitration, the Society shall be required to establish, on a balance of probabilities, that the Employee failed to report for a scheduled work assignment and that the Employee did not advise the Society of their absence in advance. Where the Society establishes that the Employee failed to report and did not advise the Society in advance, and the Union does not establish, on balance of probabilities, that the Employee could not reasonably have given notice to the Society, then the Arbitrator or the Arbitration Board, as the case may be, shall not

inquire into the penalty imposed. It is understood that offences under this clause shall be subject to Article 8.04.

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.

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 weekday, 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 or Employer 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. Where, because of the inability of the Employee to personally attend to the signing of the grievance within the five (5) working day time limit, a Steward may sign the grievance on the Employee's behalf, provided that the grievance shall be deemed to have been withdrawn unless the Employee signs the grievance and provides a copy of the signed grievance to the immediate Supervisor at or prior to the Step 2 meeting (it is understood that a facsimile copy of the grievance bearing the Grievor's signature shall suffice or where otherwise agreed by the Parties). 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 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, Community Health Services. Unless extended by mutual agreement of the parties, in writing, a meeting shall be held, within ten (10) working days of the request, 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 no written request for arbitration is received within such ten (10) working day period, the Grievance shall be deemed to have been abandoned.

9.07 a) 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 or Employer at Step 2 within ten (10) working days following the circumstances giving rise to the Grievance. Failing settlement under Step 2 within five (5) working 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 Steward may sign the grievance on the individual Employee's behalf, provided that the individual Employee's grievance shall be deemed to have been withdrawn unless the Employee signs the grievance and provides a copy of the signed grievance to the immediate Supervisor at or prior to the Step 2 meeting (it is understood that a facsimile copy of the grievance bearing the Grievor's signature shall suffice or where otherwise agreed by the Parties). A group grievance shall be filed at Step 1 of the grievance procedure within five (5) working days of the occurrence of the circumstances giving rise to the grievance.

9.08 Discharge or Suspension Grievances - 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 or suspension.

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.

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.

9.12 Grievance Mediation Process

- a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at Step 2. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- d) The parties shall agree on a mediator. The list of Mediators shall be as follows:
 - i) Vic Pathe
 - ii) Patricia Metcalfe
 - iii) Gerry Lee
- e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- g) The Mediator will have the authority to meet separately with either party.

- h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to arbitration.
- i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 10 - ARBITRATION

10.01 a) Both parties to this agreement agree that any grievance that an Employee, who has completed his/her probationary period, has been suspended or discharged without just cause which has been properly carried through all of the steps of the grievance procedure outlined in Article 9, above, and which has not been settled may be referred to a Sole Arbitrator, as provided hereunder, unless the parties agree otherwise in writing;

b) The parties further agree that any grievance concerning the interpretation or claimed violation of this agreement [other than a matter referred to in Article 10.01 (a) above], which has been properly carried through all of the steps of the grievance procedure outlined in Article 9, above, and which has not been settled, may be referred to a Board of Arbitration, unless the parties agree otherwise in writing.

10.02 Where a matter may be referred to a Board of Arbitration, the following procedure shall apply:

- a) The Party requesting arbitration shall notify the other party, in writing, of its desire to arbitrate and shall, at the same time, name one (1) person as its appointee to the Arbitration Board;
- b) The recipient of the notice shall, within ten (10) days of receipt of the referral described in (a), above, notify, in writing, the other Party of its appointee to the Arbitration Board;
- c) The Chairperson of the Board of Arbitration shall be selected from the top of the list of Arbitrators provided for in Article 10.04, below. Once selected, the Arbitrator's name shall be moved to the bottom of the list and the Arbitrators shall be so rotated.

10.03 Where a matter may be referred to a Sole Arbitrator, the Sole Arbitrator shall be selected from the top of the list of Arbitrators provided for in Article 10.04, below.

Once selected, the Arbitrator's name shall be moved to the bottom of the list and the Arbitrators shall be so rotated.

10.04 There shall be a list of six (6) Arbitrators who shall act as Chairperson or Sole Arbitrator as provided for in Articles 10.02 and 10.03, above. The list of Arbitrators and their order of rotation shall be as follows:

- i) Frank Reilly
- ii) Bill Kaplan
- iii) Brian Keller
- iv) Stephen Raymond
- v) Gord Luborski
- vi) Joe Samuels

It is further understood that as each Arbitrator is selected as Chairperson or Sole Arbitrator, as the case may be, his/her name shall be moved to the bottom of the list and the Arbitrator's shall thereby be rotated.

The Employer will maintain the list of Arbitrators and their sequential assignments.

10.05 No person may act as Sole Arbitrator or be appointed to the Board of Arbitration who has been involved in any attempt to negotiate or settle the Grievance.

10.06 The Board of Arbitration, or Sole Arbitrator as the case may be, 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.

10.07 Any time limit referred to in this Article, within which any step is required to be taken, shall be calculated exclusive of Saturdays, Sundays and Statutory Holidays.

10.08 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.

10.09 A Sole Arbitrator shall have the same powers as a 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. The parties may mutually agree to extend the probation where circumstances warrant. Where a probationary Employee is absent on approved leave of absence, sick leave

or statutory absence such as Workplace Safety and Insurance compensable 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 service 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. Service hours worked shall mean hours scheduled by the Society and worked by the Employee delivering service directly to the Society's Clients, and shall include credit for time missed due to Workplace Safety and Insurance compensable absences, vacation, statutory holidays and Union leave (except for the purpose of calculating the probationary period). 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. Once an Employee has been placed on the seniority list for the first time, Article 11.03 shall apply for each subsequent posting of the seniority list.

11.03 Seniority Lists - Seniority lists shall be prepared twice annually, showing the listing of Employees on a bargaining unit wide basis and will also show the break down and listing in order of bargaining unit wide seniority within each geographical area of work. The seniority list shall be prepared according to the records of the Society as of May 31 and November 30. The Society shall use its best efforts to post the seniority list within ~~six~~ (6) weeks following the foregoing dates. Where the Society is unable to so post the list, it shall notify the Union of the reason(s) for the delay. 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) 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 twenty-four (24) calendar months or the length of her seniority;
- e) is absent due to illness or disability (except absences for which Workplace Safety and Insurance Benefits are received) which absence continues for the lesser of twenty-four (24) calendar months or a period equivalent to the Employee's length of seniority at the time the illness or disability commenced; and there is no reasonable likelihood the Employee will return to work within the near future.
- f) is absent due to illness or disability for which Workplace Safety and Insurance Benefits are received which absence continues for twenty-four (24) calendar months from date of original injury; and there is no reasonable likelihood the Employee will return to work within the near future.
- 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 provide the Society with a reason satisfactory to the Society for any failure to receive the notice in the time provided;

NOTE: The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

11.05 Transfers between Branches

- a) The Employer agrees that Employees may be permitted to transfer at the Employer's discretion from one Red Cross Branch (as set out in 2.01) in Ontario to another for their personal convenience and at their own expense, subject to the following conditions:
 - b) i) Employees wishing to transfer must notify, in writing, the Branch to which they would like to transfer. Such written notice shall include the Employee's qualifications, present position, requested hours of work, and when they would be able to commence work.

- ii) All Employees requesting a transfer must complete an interview with the new Branch Manager/Supervisor.
- iii) If a break in service has occurred which is less than six (6) months, then the Employee must complete a new pre-placement medical examination and a new criminal reference check.
- iv) The Branch will advise the applicant on whether or not the transfer has been approved.
- c) If a break in service of six (6) months or greater has occurred, then the request for a transfer is considered a new hire.
- d) Seniority and service will be retained and shall continue with the transfer to the new branch
- e) In the event a Branch realigns its jurisdictional boundaries which affects Employees being transferred to another Branch, all service and seniority will move with the Employee to their new Branch.

ARTICLE 12 - LAY-OFF AND RECALL

In the event that operational changes may potentially lead to the layoff of Employees in the bargaining unit, the following shall apply:

12.01 The Society agrees to meet with the Union to disclose information that will affect the employment status of its members of the bargaining unit as follows:

- a) upon issuance of an "RFQ" and/or "RFP" and the related conditions upon which the Employer will submit its proposal;
- b) any impending change to its "Service Volume";
- c) the final results of the "RFP" process;
- d) and during transitional periods to discuss processes.

The purpose of these meetings is to discuss the impact of the "Service Volume" changes on the staffing of the Branch, and provide the Union with the opportunity to make representation in that regard.

Where the Society decides to reduce the number of Employees or restructuring of geographic areas within the Branch, the Employer will provide a minimum of six (6) weeks notice, but no less than as required by the *Employment*

Standards Act (ESA), to all affected Employees with a copy to the Union. During this period of time, Employees will be given the opportunity to change their declared days and hours of availability and choose a different geographic area in order to maintain her employment. For those Employees who choose to transfer, the Employer will institute a one (1) month reapplication of Article 19.03, absent the criteria of continuity of care giver, no later than six (6) months following notice of layoff.

If there is a transition period:

- a) those Employees, who decide to be laid off, commit to stay until all of their existing Clients are transferred.
- b) those Employees, who wish to transfer, will be given the opportunity to accept temporary assignments within their new geographic area and availability.
- c) the Employer may also hire new Employees and offer them temporary assignments.

12.02 Affected Employees will not be required to transfer to another geographic area. For those Employees that choose not to transfer into a geographic team, they shall be considered on lay-off and subject to the following:

- a) Accept the layoff and entitlement to severance pay as defined in the Employment Standards **Act**, and forfeit her recall rights.
- b) Remain on layoff status awaiting recall for the lesser of twenty-four (24) calendar months or her length of service.
- c) Choose to accept severance prior to the end of b) above and forfeit her recall rights.

12.03 Any Employee that suffers a significant loss in hours (as defined by the "ESA") as a result of Employees transferring into a new geographic area, will have the option to remain with their current or increased availability or accept a layoff and be subject to the above severance and recall options. This option if exercised shall be indicated no later than one (1) month after the reapplication of Article 19.03.

12.04 Affected Employees may choose to transfer to another Branch and transfer all service and seniority credits, it being understood that these Employees forfeit their rights to recall and severance.

12.05 Employees on layoff shall be recalled for any vacancies in the bargaining unit arising out of a job posting in order of bargaining unit wide seniority.

12.06 The Society agrees that it will not hire new Employees within a classification where there are Employees within the classification on layoff who have the requisite skill, ability and qualifications, or comparable experience as defined by the Society's contractual obligations with the CCAC, or other funding source, to perform the work available. The Employer can hire new Employees if work is available after the application of Article 11.04 (h).

12.07 Probationary Employees shall be laid off prior to the laying off of Employees with seniority in those geographic areas where downsizing occurs.

12.08 Where an Employee suffers a significant loss in hours, the parties agree that they will not subject an Employee to a loss in employment insurance benefits.

12.09 In the event of the closure of a Branch, any Employee who does not elect to accept an offer of alternative employment shall be allowed to accept a lay off and receive their entitlement to severance pay if they so choose.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Education Leave

a) i) If required by the Society, an Employee who has successfully completed her probationary period and is trained to a minimum of HS2 or equivalent as defined by the Red Cross Provincial Employee Service Education Committee shall be entitled to a leave of absence with pay at the Employee's regular straight-time hourly rate to take prescribed training courses.

ii) Where opportunities for Personal Support Worker training occur, the Society shall offer such training in order of seniority to all Employees. The Society shall make all reasonable efforts to obtain funding to cover all related expenses, including course fees, as well as all time spent in training, and all practical and/or clinical components, and such funding, which is granted to the Society, will be applied as authorized by the Long Term Care Area Office, or such other funder, to affected Employees.

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 holds 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".

13.02 Union Absence

- a) The Society shall grant leave of absence without pay 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 Society. It is agreed that the aggregate number of days in a contract year will not exceed 50 for the bargaining unit.
- b) In requesting such leave of absence for an Employee or Employees, the Union must give at least twenty-one (21) days' clear notice, in writing, to the Society.
- c) Not more than four (**4**) Employees in the bargaining unit (and not more than two (2) from the geographic area) shall be absent for any one time.
- d) In addition to the leave of absence set out above, members of the Union Executive Board employed by the Society will be entitled to an additional cumulative leave of absence, without pay, not to exceed fifteen (15) days per contract year, subject to the conditions set out above, for the purpose of attending Executive meetings.
- e) Notwithstanding (a) above, upon application by the Union in writing the Employer will give reasonable consideration for a long term leave of absence without pay (a period exceeding twenty (20) consecutive days) for Union business for an individual Employee.

13.03 Personal Leave - An Employee 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 Employee having due regard to the proper and efficient operation of the Society and the needs of the Society's Clients. The Society shall not make its decision arbitrarily, discriminatorily or in bad faith. Where a personal leave is granted, the Employee's

benefit coverage shall cease unless the Employee prepays the full billed monthly premium in advance for the duration of the leave.

13.04 Pregnancy Leave - Benefits shall continue while an Employee is on pregnancy leave for the duration of the leave, unless the Employee elects in writing not to continue on the benefit plan. It is understood that the Employee shall be required to pay monthly, in advance, the Employee portion of the billed premium for benefits as provided for in Article 22 of this Agreement.

13.05 Parental Leave - Benefits shall continue while an Employee is on parental leave for a period of up to thirty-five (35) weeks, unless the Employee elects in writing not to continue on the benefit plan. It is understood that the Employee shall be required to pay monthly, in advance, the Employee portion of the billed premium for benefits as provided for in Article 22 of this Agreement.

13.06 Bereavement Leave - An Employee, who has successfully completed the probationary period and who notifies the Society as soon as possible following a death in the Employee's "immediate family" shall be granted up to three (3) days off without loss of regular pay (provided the Employee was otherwise scheduled to work on the three (3) days) from that 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, daughter, current son-in-law, current daughter-in-law, current brother-in-law, current sister-in-law, current mother-in-law, current father-in-law, grand parent, grandchild, guardian or step parent.

"Spouse" for the purpose of bereavement leave shall include a partner of the same sex.

Should additional leave be required because of extensive travel the Society shall grant such additional leave without pay.

The Society reserves the right to require presentation of proof of death prior to granting pay under this Article.

In the event of a Spring Interment, one (1) day may be reserved by the Employee to attend the services with pay.

13.07 Jury Duty - An Employee who has successfully completed the probationary period and who is required, and reports for jury duty in any court of law or inquest, shall do so without loss of pay, provided that the Employee was scheduled to work and would otherwise have worked, but for such attendance, provided that the Employee:

- i) notifies the Society immediately upon the Employee's notification that she will be required to attend in court;
- ii) presents proof of service requiring the Employee's attendance; and
- iii) deposits with the Society the full amount of compensation received for such jury duty or attendance (excluding mileage, traveling and meal allowances) and an official receipt thereof.

Notwithstanding the above provisions, in order to qualify for payment hereunder, the Employee will report to the Society for work during assigned hours when she is not required to attend in court or at an inquest.

ARTICLE 14 - INJURY AND DISABILITY

14.01 Workplace Safety and Insurance Injury - In the case of an accident or injury for which an Employee will be compensated by The Workplace Safety and Insurance 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.

14.02 The Union, the Society and the Employees acknowledge their specific duties and responsibilities pursuant to the *Occupational Health and Safety Act*, R.S.O. 1990, Chap.O.1, as amended from time to time.

- a) The Society, with the approval of the Ministry of Labour, has established a Regional Joint Health and Safety Committee in full satisfaction of the Society's obligation to have a Health and Safety Committee pursuant to the *Occupational Health and Safety Act*. The Union shall have the right to appoint, to the Committee, representatives as set out in Appendix "B".
- b) The Union will encourage its Health and Safety Committee representative to serve a minimum of two **(2)** years. Committee Members shall be entitled to be paid in accordance with subsection 9(35) of the *Occupational Health and Safety Act* for the time provided for in subsection 9(34) of that *Act*. Unless the *Act* provides a greater benefit committee members shall be entitled to be paid seven (7) hours pay at their regular hourly rate for every Joint Health and Safety Committee meeting attended. The above pay includes preparation, travel and all committee time spent at such meetings.
- c) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all Safety Rules and practices.
- d) In order to ensure the safety and health of Employees, an Employee will conduct a safety scan on every visit and verbally report any health and safety concerns to

their supervisor to determine the appropriate action to remedy the situation. Such verbal reports will be recorded on an accident investigation report and forwarded to the Joint Health and Safety Committee. A copy of the report will be made available to the worker upon her request.

- e) In circumstances where an Employee feels a transfer of a client represents a health and safety hazard, she shall immediately contact her supervisor to determine the appropriate hazard control method.

14.03 If an Employee is required to obtain and provide a medical certificate to substantiate an absence of three (3) consecutive days or more, due to illness or injury, the Employee 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.

14.04 Where an Employee suffers from a medical condition which restricts her from being exposed to tobacco smoke, the Society, the Union and the Employee shall cooperate in accommodating the Employee's restriction. When seeking accommodation pursuant to this Article, the Employee shall provide medical information from her treating physician or specialist outlining the nature of her disability and of her specific restrictions.

If an Employee reports to her supervisor that she chooses not to work for a client where excessive exposure to smoke is a problem, she will complete her visit if she is with the client and will no longer be assigned to that client.

14.05 WHMIS and First Aid Training

- a) Employees may be required to complete a WHMIS Training self study program and a First Aid self study program on an annual basis as a condition of continued employment. The Society shall provide the Union with a copy of the WHMIS Training self-study program only if the test is new or revised and the first aid self-study program at least one (1) week prior to the programs being distributed. Each Employee shall then complete a challenge test. Should the Employee fail to achieve an eighty percent (80%) grade on the challenge test, she shall attend at a training course provided by the Society. At the conclusion of the training course, the Employee shall be required to pass an examination with a grade of eighty percent (80%). Should the Employee fail to achieve this requirement, the Society shall, within one (1) week of the examination, make available any assistance, ordinarily available with its own working forces, that it considers necessary to assist the Employee to pass the examination provided that the Employee shall not be permitted to work further until she passes the examination

with at least an eighty percent (80%) grade. An Employee required to attend at a training course shall be paid at the training rate.

- b) i) The Society shall pay each Employee who is required to complete and who submits the completed challenge test for WHMIS training thirty (30) minutes pay at the applicable training rate.
- ii) The Society shall pay each Employee who is required to complete and who submits the completed challenge test for First Aid training thirty (30) minutes pay at the applicable training rate.

14.06 Infectious Disease

- a) Where the Society is aware that a Client suffers from an infectious disease as defined in the *Health Protection and Promotions Act* the Society shall advise the Employee assigned to such Client that the Client suffers from an infectious disease.
- b) Where an Employee is advised that a Client suffers from an infectious disease, the Employee may advise the Society of her preference with respect to the case and the Society may consider the Employee's preference.
- c) The Employee shall provide service to the Client and shall apply standard or additional precautions and shall carry and use the appropriate personal protective equipment. Employees will be instructed on the importance of infection control procedures as it relates to the protective equipment. The Employer will ensure that protective personal equipment is available for Employees to take to the client's home.
- d) An Employee advised that a Client suffers from an infectious disease shall not disclose that fact to any other person. Should an Employee disclose the fact that a Client suffers from an infectious disease to any person; the Society may impose the specific penalty of termination from employment.
- e) Where an Employee suffers from an infectious disease, the Employee shall advise the Society and the Society shall be free to assign the Employee to assignments which minimize health risks to the Client and Employee.

14.07 Protection from Violence

- a) The parties agree that violence shall be defined as any incident in which an Employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any Employee who believes he/she has been subjected to such

incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, Employees as referred to herein shall mean all Employees of the Employer.

- b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to Employees who have faced workplace violence. These policies and procedures shall be communicated to all Employees.
- c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- d) The Employer agrees to provide information and/or training on the prevention of violence to all Employees who come into contact with potentially aggressive persons. This information and/or training will be done during a new Employee's orientation and updated as required.
- e) Subject to appropriate legislation, and with the Employee's consent, the Employer will inform the Union within three (3) days of any Employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

ARTICLE 15 - LABOUR-MANAGEMENT COMMITTEE

15.01 Local Labour Management Committee - The parties agree that local meetings in each bargaining unit shall take place at least once every two (2) months until the Collective Agreement expires in an effort to bring forward issues of mutual interest and to seek resolution of local concerns.

- a) Purpose of Committee - The parties agree that the Local Labour Management Committee will consider and discuss issues relevant to the local workplace affecting the parties bound by the Collective Agreement. The following subjects will be considered by the committee when developing meeting agendas:
 - i) daily Collective Agreement administration issues;
 - ii) operational changes affecting Employees of the bargaining unit;
 - iii) current or anticipated business developments that may impact the local Society and its Employees (e.g. RFP Results, Service Volume changes etc. as per Article 12 of the Collective Agreement);

- iv) local scheduling issues; and
- v) other issues deemed appropriate by this Committee.

b) Limitations - This Committee shall not deal with matters that are the current subject matter of a grievance(s) or subject matter related to collective bargaining which might alter or modify the Collective Agreement. This Committee shall not deal with any issues covered by the Terms of Reference of the Provincial Labour Management Committee.

c) Committee Representation and Function

- i) This Committee shall consist of for the UNION: not more than two (2) Stewards and one (1) Union Representative and from the SOCIETY: not more than two (2) Representatives.
- ii) This Committee shall meet once every two (2) months.
- iii) This Committee shall appoint a spokesperson from each party who will act as Committee Co-chairs.
- iv) Co-chairs will discuss at least two (2) weeks in advance of the scheduled Local Labour Management Committee Meeting topics for Agenda Items and any other follow-up work.
- v) Preparation of Meeting Minutes will be the responsibility of the Society and will be distributed to all members no more than two (2) weeks after the meeting was held. Minutes from the previous meeting will be reviewed and approved at the beginning of each meeting.
- vi) Bargaining Unit members of this Committee shall not suffer any loss of wages, seniority or benefits as a result of attending these meetings.

15.02 Provincial Labour Management Committee - The parties agree that the above Committee shall meet quarterly and at such other times as may be mutually agreed upon.

a) Purpose of Committee - The parties agree that the above Committee will discuss issues of provincial scope, affecting more than one (1) bargaining unit concerning the operation of the Collective Agreement. The following subjects will be considered by the Committee when developing meeting agendas:

- i) Provincial application of the Collective Agreement;
- ii) operational changes affecting Employees of the bargaining unit;

- iii) current or anticipated business developments that may impact the Society and its Employees (e.g. RFP Results, Service Volume changes etc. as per Article 12 of the Collective Agreement); and
 - iv) other issues deemed appropriate by this committee.
- b) Limitations - This committee shall not deal with matters that are the current subject matter of a grievance(s) or subject matter related to collective bargaining which might alter or modify the Collective Agreement.
- c) Committee Representation and Function
- i) This committee shall consist of for the UNION: Union Representatives and from the SOCIETY: applicable Managers and Directors of Operations as well as Central Representatives from the Ontario Zone as per Article 16.02 c) ii).
 - ii) For the Union, seven (7) Member Representatives will sit on the Provincial Labour Management Committee. These Member Representatives will be reimbursed by Community Health Services for any lost wages for which they would have otherwise been scheduled to work, to attend the Provincial Labour Management Committee, and shall receive credit for seniority and benefits for these hours.
 - iii) If additional Member Representatives per local attend a Provincial Labour Management Committee meeting the Employer requests that a list of those additional member representatives be forwarded prior to the meeting. The Employer is not responsible for the reimbursement of lost wages for any additional Member Representatives.
 - iv) This Committee shall meet quarterly and at such other times as may be mutually agreed upon.
 - v) Each party will provide a list of Committee Members for their respective Provincial Labour Management Committee. If there are changes to either parties Committee Member lists this information will be forwarded to the other party prior to the next Provincial Labour Management Committee meeting.
 - vi) This Committee shall appoint a spokesperson from each party who will act as Committee Co-chairs.
 - vii) Co-Chairs will discuss at least two (2) weeks in advance of the scheduled Provincial Labour Management Committee, agenda Items and any other follow-up work. Preparation of Meeting Minutes will be the responsibility of Community Health Services and will be distributed to all members no more

that two (2) weeks after meeting was held. Minutes from the previous meeting will be reviewed and approved at the beginning of each meeting.

ARTICLE 16 - HOLIDAYS

16.01 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
Family Day	

Effective for 2010 and following years, the parties agree to substitute Civic Holiday for Family Day and further agree that this substitution complies with the provisions of the *Employment Standards Act*. If it is found that the substitution is in contravention of the *Employment Standards Act*, the parties agree that Family Day will be substituted for Civic Holiday.

16.02 To be eligible for holiday pay, an Employee must have worked all of her last regularly scheduled day of work before the public holiday and her first regularly scheduled day of work after the holiday unless reasonable cause for not doing so, is shown.

16.03 Where an Employee is eligible to be paid for a paid holiday, the Employee shall be paid the average of the Employee's daily earnings, exclusive of overtime and travel time, and inclusive of vacation pay over a period of (4) four work weeks divided by twenty (20) proceeding the paid holiday.

16.04 Where an Employee qualifies for holiday pay in accordance with the provisions of this agreement, the Employee shall receive credit for seniority on the basis of an average of the service hours worked during the four (4) work weeks preceding the holiday.

16.05 If an Employee is required to work on any paid holiday, she shall be paid for the holiday in accordance with 16.03 (provided she otherwise qualifies), and in addition will receive one and one-half (1 ½) times her regular hourly rate of pay for all hours worked on the holiday. Alternatively, the Employee may choose to receive one and one-half (1 ½) times her regular hourly rate of pay for all hours worked on the holiday and choose a lieu day paid in accordance with 16.03 and scheduled in accordance with 16.08.

16.06 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, paid in accordance with 16.03.

16.07 Should an Employee qualify for holiday pay and is not scheduled to work on the holiday, such Employee shall be paid for the holiday or shall be entitled to take an alternative day off with pay, in accordance with 16.03 at a time mutually agreeable to the Employee and the Society.

16.08 At a time mutually agreeable to the Employee and the Society, a day that is substituted for a public holiday shall be taken no more than three (3) months after the paid holiday or if the Employer and Employee agree, no more than twelve (12) months after the public holiday.

ARTICLE 17 - VACATIONS

17.01 a) 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.

b) Employees who have completed one (1) year of employment but less than ten (10) years of employment prior to April 1 in a year shall be entitled to two (2) weeks' unpaid vacation time.

c) All Employees who have completed ten (10) years of employment but less than seventeen (17) years of employment prior to April 1 in a year shall be entitled three (3) weeks' unpaid vacation time.

d) All Employees who have completed seventeen (17) or more years of employment prior to April 1 in a year shall be entitled to four (4) weeks' unpaid vacation time.

17.02 a) 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 November 30, requests must be submitted no later than May 1;

iii) for vacation time commencing between December 1 and March 31, requests must be submitted no later than September 15;

b) 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 Clients. Employees will be notified, in writing, of their approval or denial of their vacation requests no later than four (4) weeks from the submission deadline.

c) All other vacation requests may be submitted following the above deadlines and will be considered without regard to seniority. Employees will be notified, in writing, of their approval or denial of their vacation requests no later than six (6) weeks from the date of request.

17.03 All Employees shall be paid vacation pay in a separate cheque once per year on May 15. If the Employee chooses and so notifies the Society, she can defer vacation pay until such time as she takes vacation leave. Vacation pay shall be calculated:

i) for Employees who have completed less than ten (10) years of employment prior to April 1 in a year as four percent (4 %) of the wages of the Employee in the twelve (12) months of employment in the preceding vacation year (exclusive of vacation pay), less deductions required by law. For example, on May 15th, such an Employee would be paid four percent (4 %) of that Employee's wages from employment with the Society during the period April 1, to March 31, (less deductions required by law).

ii) for Employees who have completed ten (10) years but, less than seventeen (17) years of employment prior to April 1 in a year as six percent (6%) of the wages of the Employee in the twelve (12) months of employment in the preceding vacation year (exclusive of vacation pay), less deductions required by law. For example, on May 15th, such an Employee would be paid six percent (6 %) of that Employee's wages from employment with the Society during the period April 1, to March 31, (less deductions required by law).

iii) for Employees who have completed seventeen (17) or more years of employment prior to April 1 in a year as eight percent (8%) of the wages of the Employee in the twelve (12) months of employment in the preceding vacation year (exclusive of vacation pay), less deductions required by law. For example, on May 15th, such an Employee would be paid eight percent (8 %) of that Employee's wages from employment with the Society during the period April 1 to March 31, (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. If the Employee chooses and so notifies the Society, she can defer her vacation pay until such time as she takes vacation.

17.04 Where an Employee is hospitalized for non-elective reasons immediately prior to, or during, the Employee's scheduled vacation, upon presentation of a certificate from a duly qualified medical practitioner the Employee may cancel her remaining scheduled vacation time affected by the hospitalization. Vacation so cancelled may be rescheduled in accordance with Article 17.02, above.

17.05 Where an Employee schedules a vacation, the Employer shall credit the Employee for each week of vacation on the basis of the average service hours worked during the preceding vacation year (April 1 to March 31).

ARTICLE 18 – JOB POSTINGS

18.01 When the Employer determines that additional Employees are required in a geographic team, it shall inform all Employees in the Branch of the available assignments prior to hiring new Employees.

18.02 The Employer will consider the qualifications, experience and ability of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

18.03 Should such a transfer occur, an Employee's actual hours of work shall be reduced and the Society shall remove cases from the Employee's existing caseload provided that the caseload shall be reduced to the new geographic area with six (6) weeks to ensure a timely transfer to the new geographic area. New hours will be assigned in accordance with Article 19.

ARTICLE 19 – HOURS OF WORK

Preamble- This Article is intended to set out the process for scheduling of hours of work to Employees and shall not be construed as a guarantee of hours (or visits) per day or per week or a guarantee of days of work per week.

19.01 All Employees will choose their declared days and shifts of availability to the Employer pursuant to the integration plan for the NEW HOURS OF WORK set out in Appendix I attached to the collective agreement. Employees will be required to

accept all scheduled assignments within their respective shifts including temporary/fill-in assignments, unless the Employer has given permission to refuse.

19.02 Definitions of Shifts - The following criteria will apply to establish shifts, it being understood that the Union and the Employer can agree to variations of the definitions below, if such changes are operationally required.

a) Weekday Scheduling

- i) Maximum shift duration including travel time will be ten (10) hours.
- ii) Minimum shift duration including travel time will be five (5) hours.

b) Weekend Scheduling

- i) Weekend shifts will commence from 6:00 p.m. Friday. Employees may be assigned to work from 6:00 p.m. until 10:00 p.m. on Friday evenings.
- ii) There will be two (2) assigned shifts on Saturday and Sunday. Employees will select one (1) shift each day based on seniority and the Employer's weekend requirement:

1.) 6:00 a.m. to 4:00 p.m.; and

2.) 1:00 p.m. to 11:00 p.m.

c) Night Assignment

- i) Employees will indicate their availability for night assignments.
- ii) Assignments will be offered to qualified Employees by seniority within the geographical area, and Article 19.03 does not apply.
- iii) All hours deemed night assignments are in excess of the selected shifts of the Employee.
- iv) Night assignments will be established by the Employer on a case by case basis
- v) Those previously assigned shifts that conflict with the Night assignment will be removed temporarily from the Employees schedule and reassigned to accommodate the Night assignment.
- vi) An Employee's existing Client assignment(s) which conflict will be transferred to another Employee should the night assignment extend beyond sixty (60)

days from the date of commencement of the client assignment. The Employer may re-assign or transfer existing assignments earlier if, in its opinion, operational reasons warrant or continuity of care to the Client may be jeopardized.

- vii) Due to operational requirements, shifts may be up to twelve (12) hours in duration.
- d) Short Term Increases to Existing Clients such as palliative, caregiver relief and respite shall be assigned as follows:
 - i) Assignments will be established by the Employer on a case by case basis
 - ii) Where a current Client's hours are extended, such time will be offered in most cases to the Employee currently servicing the Client.
 - iii) Those previously assigned shifts that conflict with the short term assignment will be removed temporarily from the Employee's schedule and reassigned to accommodate the short term increase assignment.
 - iv) An Employee's existing Client assignment(s) which conflict will be transferred to another Employee should the short term increase assignment extend beyond sixty (60) days from the date of commencement of the client assignment. The Employer may re-assign or transfer existing assignments earlier if, in its opinion, operational reasons warrant or continuity of care to the Client may be jeopardized.
 - v) Due to operational requirements, shifts may be up to twelve (12) hours in duration.
- e) Short Term Assignments for New Clients such as palliative, caregiver relief and respite shall be assigned as follows:
 - i) Assignments will be established in accordance with Article 19.03
 - ii) Due to operational requirements, shifts may be up to twelve (12) hours in duration.
- f) Supportive Housing - Supportive Housing will be scheduled as per Article 19 unless the parties mutually agree to any changes in that process at local Labour/Management meetings. (e.g. Rotational Shifts) Understanding that as per current scheduling practises, continuity of care is not a factor.

19.03 Preamble Following the implementation of Appendix I the following factors will apply to the scheduling process.

- 1) Scheduling will be in conformance with the Performance Standards Schedule 4, or its equivalent as it relates to the CCAC requirements on continuity of care.
- 2) Employees who chose two five (5) hour shifts within the same day will be scheduled in accordance with operational requirements.
- 3) The following factors shall be considered in the scheduling of weekday assignments:
 - i) the Employee's availability to fulfill the assignment.
 - ii) the skills, ability and qualifications required to meet the Client's needs.
 - iii) the Branch seniority of the Employee within the geographic area.
- 4) The following factors will be used in the scheduling of weekend assignments:
 - i) the Employee's availability to fulfill the assignment.
 - ii) the skills, ability and qualifications required to meet the Client's needs.
 - iii) reverse order of seniority within the geographic team.

Employees shall be assigned weekend cases on the basis of reverse order of seniority within the geographic team to a maximum of eight (8) hours per weekend day and with a minimum of five (5) hours each day, if available, where the Employee meets the requirements of factor (i) and (ii).

The Employer will schedule weekend assignments to the most junior Employee within the group of Employees who have continuity as defined by Performance Schedule Four or its equivalent.

Weekend client assignments will be reviewed weekly for senior Employees who have three (3) hours or less on any weekend day, prior to the weekend to ensure compliance with Article 19.03.

Employees may indicate their availability to work on their scheduled weekend off. It is understood that these Employees will only be called for fill-in hours that become available after all Employees who are required to work on that weekend have reached eight (8) hours or are already scheduled for the required fill-in hours, If more than one (1) Employee makes such an offer, the Employees will be contacted by seniority.

NOTE: When the Employer determines Special Function weekend training is required and the Employee has the skills, ability and qualifications to be

trained on the Special Function then the training will be provided to Employees in reverse order of seniority.

- 5) No Employee will be required to work more than eight (8) direct service hours during their shift, to a maximum of ten (10) hours. However, Employees may be offered work for a total of twelve (12) hours as per Article 19.02 (c), (d), (e) and Article 19.04.
- 6) Where a current Client's hours are extended and if the Employee accepts the additional hours, such time will be offered to the Employee currently servicing the Client. *If* the increase extends their daily hours of work to more than their existing ten (10) hour shift, such shift will be adjusted to ensure the existing shift maximum is maintained. Enhanced scheduling may occur to accommodate the change.
- 7) If any assignments not captured by (6) above fall within the overlap of predetermined shifts, the assignment will be offered to the most senior Employee with the required skill and ability.
- 8) Due to the nature of the services provided by Employees, certain Clients may request an Employee of the same sex. Similarly, where the Employer has concerns regarding the Conduct of a Client toward an Employee on the basis of sex, the Employer may determine it to be appropriate to assign an Employee of a particular sex.

The parties agree the Employer must respond to Client's preferences relating to the delivery of their care, including the assignment of personnel. Such personnel assignments will be limited to ethnic (inclusive of language)/religious accommodation.

- 9) The Employer agrees that an Employee shall not be scheduled to work for more than seven (7) consecutive days.
- 10) Should no Employee indicate their desire to work these shifts, the most junior Employee in the Geographic team will be required to work.

Note of Clarity: Employees are assigned to one geographic area only however, where an Employee indicates, in writing, that they are available to work in an adjacent geographic area to the one in which they are permanently assigned, the Employer may, where operationally required, schedule them in accordance with the Employee's request. Article 19.03 does not allow a senior Employee to bump a junior Employee who has existing permanent assignments.

19.04 An Employee may indicate her willingness to accept assignments outside of her declared availability of hours of work. An Employee may also indicate her willingness to accept assignments on their scheduled days off.

An Employee may refuse any offer of assignments if such offer *is* outside of her declared Scheduling Shifts.

19.05 An Employee on leave, either paid or unpaid, shall not have their existing Client assignment(s) transferred to another Employee while on any paid or unpaid leave up to sixty (60) days from the date of commencement of the leave. The Employer may re-assign or transfer existing assignments earlier if, in its opinion, operational reasons warrant or continuity of care to the Client may be jeopardized.

19.06 The parties agree to review and amend the Availability Form to reflect the new scheduling requirements. Any additional changes to an Employee's declared availability shall only be allowed at the Employer's discretion. Increases in committed weekday shifts can be obtained through the job posting process.

19.07 The Employer will provide work schedules for all Employees upon request. The Employer agrees to provide information relating to any concerns over the administration of Article 19.02 and Article 19.03.

19.08 The Employer agrees that Employees shall be required to work no more than every other weekend, but consistent with the scheduling requirements as set out in Article 19.02 Weekend assignment.

19.09 The overtime rate of one and one-half (1 ½) times an Employee's regular rate shall be applied and all hours worked in excess of eighty-two (82) hours in a bi-weekly pay period.

19.10 Assignments to an Employee in a day, after the Employee has worked eight (8) hours in the day, shall be by mutual agreement. The Parties agree that an Employee, may, by mutual agreement, be scheduled to work hours in excess of eighty-two (82) in a biweekly pay period subject to the provisions of this Article and Article 19.09. No overtime shall be paid to an Employee who works in excess of his regularly scheduled work hours in a bi-weekly period as a result of an approved exchange of shift for reasons of personal convenience.

19.11 a) Where an Employee is scheduled to work five (5) or more consecutive hours the Employee 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. The foregoing shall not apply where an Employee is assigned to a case in excess of five (5) hours in duration where the Client is not to be left alone.

b) Where an Employee is scheduled to work in excess of five (5) hours in duration where the Client is not to be left alone, the Employee shall take a thirty minute (30) paid lunch break at a time mutually agreed with her Supervisor which does not interfere with the Client's needs. When a Client requires service during the time that the Employee is on her lunch break, the Employee shall tend to the Client's needs and take the balance of her break at a later time.

19.12 a) 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.

b) For the purpose of this Collective Agreement, "weekend" means six o'clock and one minute (6:01 p.m.) Friday to eleven o'clock and fifty-nine minutes in the evening (11:59 p.m.) Sunday.

c) For the purpose of this Collective Agreement, "weekend assignment" means an assignment which commences during a weekend.

19.13 Geographic Regions/Branches - The parties agree that the geographic regions for purposes of the Collective Agreement will be identified as an Appendix forming part of but not attached to the Collective Agreement.

In the case of a realignment which is mandated by a government of government agency, the Employer will review the regions and provide the Union with revised boundaries for information.

The Employer will review the regions and provide the Union with a draft appendix for its consideration.

Article 19 deals with the methods by which the parties review new boundaries or changed boundaries.

19.14 Weekend Premium - The Employer agrees to pay a weekend premium for each hour worked between 6:00 am Saturday to 6:00 am Monday of fifteen (15) cents per hour of assigned work as per weekend scheduling practises.

ARTICLE 20 - TRAVEL ALLOWANCE

20.01 The Employer agrees to pay travel allowance as follows:

\$0.32/km

to Employees who, in one day, are required to travel more than one (1) kilometer between assignments (except assignments within one building or complex).

20.02 Time spent travelling between clients will be considered hours worked and shall be compensated at a rate of one (1) minute at the regular straight time hourly rate for every three (3) kilometres travelled for all kilometres that are eligible for reimbursement under Article 20.01.

Employees will accumulate seniority and service for all hours paid as travel time.

The Note re: Timmins will remain unchanged.

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 – HEALTH AND WELFARE BENEFITS

The Union has established a multi-Employer trust fund to provide Health and Welfare Benefits for SEIU members. The SEIU Locals 1 and 2 Trust Fund (hereinafter referred to as the Trust) is administered by Global Benefits, 545 Wilson Avenue, Toronto, Ontario M2H 1V2.

22.01 It is understood that the benefit plans are not part of this agreement and are not subject to the grievance and arbitration procedure.

22.02 a) The Society agrees to contribute thirty-nine cents (39¢) per hour worked plus Retail Sales Tax for all Employees, towards the coverage of eligible Employees.

b) Cheques are to be made payable to SEIU Locals 1 & 2 Benefit Trust Fund and forwarded to:

SEIU Locals 1 & 2 Benefit Trust Fund
c/o the Plan Administrator
545 Wilson Avenue, Toronto, Ontario M3H 1V2

c) The Society shall pay these amounts to the Trust, care of the Administrator, at the address as indicated by the Union, no later than 15 days following the last Pay Period of each month

d) The Society agrees to provide reports to accompany each monthly remittance and Employee benefit deductions for each work month. Remittance reports will include the following information:

- Employee Name
- Employee Social Insurance Number
- Employee's Monthly Gross Wages
- Hourly Rate of Pay
- Hours Worked
- Employee deductions

22.03 Payroll Deductions - The Society shall make payroll deductions on behalf of the Employees for benefit coverage as directed by the Union.

22.04 Probationary Employees - All probationary Employees shall be given information during an orientation session and supplied with a booklet outlining the Schedule of Benefits and enrolment form as prepared by the SEIU Locals 1 & 2 Benefit Trust Fund. Sufficient copies of the booklet will be provided by the Union to the Society for current and future Employees.

22.05 Changes to Employee Status - The Society will use the form provided by the Trust to notify the Trust of any changes to Employee status.

22.06 The Society will provide each newly hired Employee with enrolment forms. The Society will forward the completed forms to the Trust Administrator.

22.07 The Employer will be provided with regular utilization reports by benefit from the Union.

It is agreed that the Trust shall be empowered to charge interest at the rate of Canadian Bank Rate plus 3% for the period of delinquency if the Society fails to make payment within thirty (30) days of the due date to the benefit fund as required by this agreement

ARTICLE 23 – UNIFORM ALLOWANCE

23.01 a) During the period January 1 to December 31 the Society will, upon presentation of receipts, reimburse Employees 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 Employees 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 Employees wear a Society uniform, the requirements of clauses (a) and (b), above, shall cease to apply.

ARTICLE 24 – MISCELLANEOUS

24.01 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.

24.02 It shall be the responsibility of each Employee to notify the Employer of any changes of name, address and telephone number.

24.03 Copies of Agreement - The Union and the Society shall each obtain one (1) bid, from Unionized printers, for the printing of the Collective Agreement in booklet form with punched holes for distribution to Employees in a quantity to be agreed. The printing shall be performed by the lowest cost of the two bidders and the Union and the Society shall share equally the cost of the printing. The Employee shall insert the copy of the Collective Agreement into her copy of the (Employee Handbook) at the tab for "Conditions of Employment" or into the appropriate tab of her Employee Handbook as the case may be.

24.04 Employees excluded from the bargaining unit described in Article 2.01 may perform work normally performed by bargaining unit Employees where:

- a) the performance of such work by excluded Employees would result in the lay-off of one (1) or more bargaining unit Employees; or
- b) there are bargaining unit Employees on lay-off who have the necessary skill, ability and qualification to perform the work required and the work required is sufficient to recall one (1) or more Employees to work at least eight (8) consecutive hours per week.

This clause shall not apply in the cases of training or emergency.

24.05 The Society agrees to meet with the Union and to discuss Employee's training once the regulatory bodies announce replacement training programs and the funding models related thereto.

24.06 a) The Employer will provide the Union access to a bulletin board, it being understood that any postings on the board must be approved by the Employer.

b) The Employer will at the request of the Union, utilize the voicemail system to notify Employees of upcoming Union functions, it being understood that the Employer retains full editorial approval of the voicemail message.

24.07 T2200 - The Society will provide all Employees with T2200 forms filled out annually at the time of issuance of the T4 slip.

ARTICLE 25 – DURATION OF AGREEMENT

25.01 Except as noted otherwise, this Agreement shall be effective from the date of written notice of ratification by the parties until March 31, 2011.

Thereafter, this Agreement shall continue from year to year unless written notice of intent to terminate or amend this Agreement is given by either party within a period of ninety (90) days immediately prior to the expiration date. Where notice is given by either party in writing as referred to above, negotiations shall commence no later than thirty (30) days after the date of such written notice.

25.02 Retroactive payment for wages is to be made within two (2) pay periods of the ratification of this agreement and is based on hours paid by the Employer. Employees who have left their employment will be notified by pre-paid post addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days. The Society will pay retroactivity on a separate cheque, payable within two pay periods.

25.03 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.

25.04 In the event of an underpayment error of \$50.00 or more on an Employee's pay the correction will be made within five (5) working days.

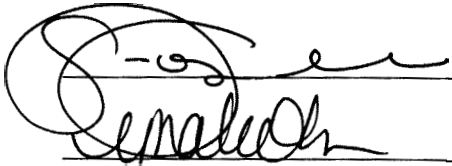
ARTICLE 26 – SHIFT PREMIUM

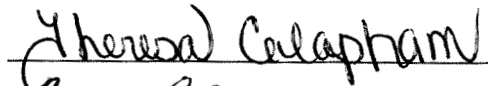
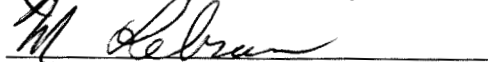
26.01 The Employer agrees to pay a shift premium of twelve (12) cents per hour to all Employees who work between 6:00 pm of one day and 6:00 am of the next day.





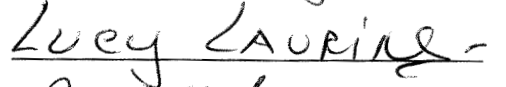
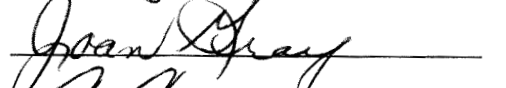

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by duly authorized representatives this 11th day of September 2009.

FOR THE SOCIETY

FOR THE UNION





APPENDIX “A”

SALARY GRID

All Branches	Level 1 Home Support Worker (formerly Untrained)	Level 2 PA+2	Level 3 PSW or 1500 hours after Level 2	Level 4 3000 hours paid after Level 2	Level 5 4500 hours paid after Level 2	Level 6 6000 hours paid after Level 2
August 1, 2008	12.98	13.22	13.48	13.75	14.01	14.29
February 1, 2009	13.11	13.35	13.62	13.88	14.15	14.43
August 1, 2009	13.24	13.49	13.75	14.02	14.29	14.58
February 1, 2010	13.37	13.62	13.89	14.16	14.43	14.72
August 1, 2010	13.51	13.76	14.03	14.30	14.58	14.87
February 1, 2011	13.64	13.90	14.17	14.45	14.72	15.02

Muskoka, Simcoe, Windsor	Level 2 PA+2	Level 3 PSW or 1500 hours after Level 2	Level 4 3000 hours paid after Level 2	Level 5 4500 hours paid after Level 2	Level 6 6000 hours paid after Level 2
On-going	14.13	14.39	14.64	14.92	15.20

- Effective upon ratification current Employees (except for those at Level 1) of Muskoka, Simcoe, and Windsor will receive a \$500.00 lump sum payment (subject to statutory deductions) if they have completed a minimum of 200 direct service hours within the prior year.
- In the first pay period in August 2010 current Employees (except for those at Level 1) of Muskoka, Simcoe, and Windsor will receive a \$500.00 lump sum payment (subject to statutory deductions) if they have completed a minimum of 200 direct service hours within the prior year.

	House- hold Support	Attendant Level 1	Attendant Level 2	Attendant Level 3	Attendant and Homemakers – Training Rate	Home Support – Training Rate	Attendant and Homemakers – Orientation Rate
August 1, 2008	11.60	12.88	13.52	14.16	10.97	Minimum Wage	Minimum Wage
February 1, 2009	11.72	13.01	13.66	14.30	11.08	Minimum Wage	Minimum Wage
August 1, 2009	11.84	13.14	13.80	14.44	11.19	Minimum Wage	Minimum Wage
February 1, 2010	11.96	13.27	13.93	14.59	11.30	Minimum Wage	Minimum Wage
August 1, 2010	12.08	13.40	14.07	14.74	11.41	Minimum Wage	Minimum Wage
February 1, 2011	12.20	13.53	14.21	14.88	11.53	Minimum Wage	Minimum Wage

APPENDIX “B”

LETTER OF UNDERSTANDING

RE: Number of Members to be Appointed/Selected by the Union, to the Regional Joint Health and Safety Committee

The Union shall appoint one (1) Employee to act as Occupational Health and Safety representative on the Regional Joint Health and Safety Committee for each Branch. In addition, the Central Region will be increased by two (2) and the West Central Region by three (3).

APPENDIX “C”

LETTER OF UNDERSTANDING

RE: Calling Ahead

The parties agree that the Branches will remove the operational component of the Call-Ahead Policy.

This agreement supersedes any previous agreements between the parties referring to the Call-Ahead Policy and Process.

Further, the removal of the operational component of the Call-Ahead Policy will not impact the Not Seen, Not Found Policy (NSNF).

APPENDIX “D”

LETTER OF UNDERSTANDING

RE: Union Related Business

For the purposes of scheduling Union business (including orientation meetings), where an Employee has requested Union representation, the following options may be utilized:

- a) Offer the meeting via teleconference
- b) Allow the Union Steward an opportunity to provide their availability for Union business and schedule the meetings within that availability

- c) Designate a day per Union Steward for which they are available to deal with Union business
- d) Where there are numerous investigation or discipline meetings, these will be scheduled in groups to maximize the Steward's stated availability for Union business

APPENDIX "E"

LETTER OF UNDERSTANDING

RE: Statutory Holiday Scheduling

The nine (9) statutory holidays set out in Article 16 are as follows:

<u>Group #1</u>	<u>Group #2</u>	<u>Group #3</u>
Christmas Day (December 25 th)	New Years Day	Victoria Day
Boxing Day (December 26 th)		Canada Day
		Thanksgiving Day
		Civic Holiday
		Good Friday
		Labour Day

Upon ratification, all Employees will be required to select either Group 1 or Group 2 for which they are required to be available during the calendar year (January 1 to December 31).

All Employees required to be available for Group 1 Holiday's will also be required to select two (2) paid holidays from Group 3, for which they are required to be available during the contract year.

AH Employees required to be available for the Group 2 Holiday will also be required to select two (2) paid holidays from Group 3, for which they are required to be available during the calendar year.

In the subsequent calendar year selections shall be reversed (e.g. if Group 1 holidays are selected in year one, the Group 2 holidays would be automatically assigned in year two).

Employees shall be assigned holiday cases in reverse order of seniority unless indicated otherwise, to a maximum of eight (8) hours per day with a minimum of five (5) hour each day, if available.

Senior Employees may indicate preferred block availability if they wish to be scheduled on the above scheduled holidays; all remaining blocks will be assigned by reverse order of seniority.

Selection of Group 3 Holidays will be based on Seniority within the Geographic Area. Selections will be made by December 1st of each year, for scheduling purposes.

APPENDIX “F”

LETTERS OF UNDERSTANDING

RE: Scheduling of Clients in Geographic Areas

The following constitutes an agreement regarding the scheduling of Clients in all geographic areas for which a prior agreement or Letter of Understanding has been executed.

Scheduling will allow for a maximum travel time with the intent to relieve Community Support Workers (CSWs) in the areas from excessive travel time.

The following maximum travel time must be adhered to:

Branch(s)	Maximum Travel Time
Region of Peel	15 minutes
Brockville, Halton, Muskoka District, Niagara, North Bay, Simcoe County and Timmins & District, Sudbury	25 Minutes
Brantford, Chatham, Cornwall, Peterborough, City of Toronto, Kingston, Owen Sound/Grey Bruce, Pembroke, Sarnia-Lambton, St. Thomas, Stratford, Woodstock, Kitchener, Waterloo, Guelph, and Cambridge	30 minutes
Sault Ste. Marie East and West areas, and Windsor	35 minutes
Wellington-Dufferin and Elmira	45 minutes
Sault Ste. Marie District	60 minutes

PLEASE NOTE:

- i. Current Clients will not be rebooked and must be maintained.
- ii. Ongoing issues/changes will be discussed by the Local Labour Management Committee.

- iii. Work assignments will be scheduled, where the distance does not exceed the agreed maximum travel time (one way) between cases or from point of departure.
- iv. CSWs may refuse a Client without discipline if the Client is more than the agreed maximum travel time (one way) between cases or from point of departure.
- v. If no CSW is available to take the assignment, it will be assigned according to reverse seniority to the least senior CSW, regardless of distance. Where this occurs, the CSW must accept the assignment or it will be treated as work refusal.
- vi. The Local Labour Management Committee may reach agreement with respect to travel zones which comply with the agreed maximum travel time objective.
- vii. Either Party may cancel this Letter of Understanding upon sixty (60) days notice in writing.
- viii. Should Red Cross Community Health Services reorganize, add or eliminate geographic areas, the Local Labour Management Committee shall meet to discuss and make amendments to any objective travel zones defined pursuant to paragraph iv above.

OTHERWISE, all other terms and conditions of the Central Collective Agreement still apply.

APPENDIX "G"

LETTER OF UNDERSTANDING

RE: Wage Rate Application When Accepting Work Assignments Outside of the
Hired Bargaining Unit (Branch)

Where the Employer is unable to schedule a work assignment(s) with members of that Bargaining Unit (Branch) to meet its contractual obligations, the work assignment(s) will be offered to members of another Bargaining Unit (Branch).

When this situation occurs, the Employer will pay the higher of the two wage rates of the Bargaining Units (Branches) involved.

When this situation occurs, workers will be credited for service and seniority in the Bargaining Unit (Branch) they were originally hired.

This agreement supersedes any previous settlements between the parties referring to a Bargaining Unit (Branch) offering assignments to members of another Bargaining Unit (Branch).

APPENDIX “H”

LETTER OF UNDERSTANDING

RE: Funding

Should funding be attained for paid travel time, the parties will meet to create an implementation strategy within thirty (30) days of the funding announcement. Should additional funding of any form for travel time become available the parties will meet within thirty (30) days of the funding announcement, to reassess the travel time allowance, vacation issue and sick leave issue.

The parties agree to meet during the term of the agreement to discuss the issue of funding for travel time and consider the most effective methods to achieve the mutual objectives of the parties on this issue.

APPENDIX “I”

LETTER OF UNDERSTANDING

RE: Hours of Work

The scheduling provisions of the previous collective agreement will apply until the NEW HOURS OF WORK are established in accordance with this Appendix.

The Parties will meet for scheduling purposes in accordance with the rules and provisions of the Local Labour Management committee provided in Article 15.01 (c) i, vi.

The Employer will recommend the anticipated weekday and weekend shift for review and discussion by the local parties.

The Employer will provide a list of Employees, and current seniority hours.

The local parties within a Branch will meet to discuss the service volume by shift within geographic area and estimated Employees needed per shift.

Upon review of the discussion of the meeting, the Employer will provide the scheduling committee the established weekday and weekend shifts, inclusive of the number and durations of shifts required.

Employees will be contacted individually in seniority to choose the weekday and weekend schedules they wish to commit to. This may be accomplished by a group meeting. Employees who chose two five (5) hour shifts within the same

day will be scheduled in accordance with operational requirements. Any vacant shift remaining after the selection process above will be filled by new hires or in reverse order of seniority.

Scheduling will be in conformance with the Performance Standards Schedule 4, or its equivalent as it relates to the CCAC requirements on continuity of care.

Note of Clarity - All new hires after the establishment of the NEW HOURS OF WORK will be assigned to vacant shifts as required.

The following article will be in effect up to and including no later than six (6) months from Ratification, when Article 19 will be implemented.

ARTICLE 20 – HOURS OF WORK

Preamble - This Article is intended to set out the process for scheduling of hours of work to Employees and shall not be construed as a guarantee of hours (or visits) per day or per week or a guarantee of days of work per week.

An Employee undertakes to declare their available hours to be scheduled subject to Article 20.

20.01 All Employees will indicate their declared days and hours of availability to the Employer by filling out a Scheduling Form. The Scheduling Form is set out in Appendix B in this Collective Agreement. Employees will be required to accept all scheduled assignments within their requested availability including temporary/fill-in assignments, unless the Society has given permission to refuse.

20.02 a) The following factors shall be considered in the scheduling of weekday assignments:

- i) The Employee's availability to fulfill the assignment.
- ii) the skills, ability and qualifications required to meet the Client's needs.
- iii) continuity of care giver; and
- iv) the Branch seniority of the Employee within the geographic area.

Employees shall be assigned cases on the basis of factor (iv) to a maximum of eight (8) hours per day where the Employee meets the requirements of factor (i), (ii) and (iii). Should no qualified Employee be available within the geographic area or on the team, the Society may schedule the assignment in a manner consistent with the remaining terms of the agreement.

b) The following factors will be used in the scheduling of weekend assignments:

- i) The Employee's availability to fulfill the assignment.
- ii) the skills, ability and qualifications required to meet the Client's needs.
- iii) continuity of care giver; and
- iv) reverse order of seniority within the geographic team.

NOTE: When the Employer determines Special Function weekend training is required and the Employee has the skills, ability and qualifications to be trained on the Special Function then the training will be provided to Employees in reverse order of seniority.

Employees shall be assigned weekend cases on the basis of factor (iv) to a maximum of eight (8) hours per weekend day and with a minimum of five (5) hours each day, if available, where the Employee meets the requirements of factor (i), (ii) and (iii). Any temporary/fill-in weekend assignments will be scheduled to the most junior Employee to a maximum of eight (8) hours per day. Should no qualified Employee be available within the geographic area or on the team, the Society may schedule the assignment in a manner consistent with the remaining terms of the agreement.

Note of Clarity - Requesting Work in Adjacent Geographic Areas Employees are assigned to one geographic area only however, where an Employee indicates, in writing, that they are available to work in an adjacent geographic area to the one in which they are permanently assigned, the Employer may, where operationally required, schedule them in accordance with the Employee's request. Article 20.02 does not allow an Employee to exercise their seniority rights in adjacent geographic areas.

APPENDIX "J"

LETTER OF UNDERSTANDING

RE: Weekend Scheduling

The Employer will consider weekend scheduling based on one weekend to work in three, based on the operational issues of:

- a) The number of staff and their qualifications, skill and ability
- b) The number of clients requiring weekend service
- c) Other operational issues

In the event the Employer and/or the Union believes the Geographic Team can undertake one (1) weekend in three (3) scheduling requirement, the parties will convene a Local Labour Management meeting to review the implementation with Union.

In the event that changes occur in (a), (b), or (c), above, the Employer reserves the right to revert to the weekends off requirements of the Collective Agreement.

If the Employer deems it necessary to revert to one in two weekends off in scheduling, it will give the Union thirty (30) days notice and will meet in Local Labour Management meeting to explain the reasons for the change.

In the event the Employer and/or the Union initially believes that it can not implement weekend scheduling of one weekend work in three it will meet in Local Labour Management every six (6) months to review changes in the operational issues of (a), (b), or (c), above, in order to consider whether the one (1) in three (3) scheduling requirement has become possible.

It is understood and agreed that the decision to move to one (1) weekend in three (3) scheduling or revert to status quo is at the sole discretion of the Employer. Such decision shall not be arbitrary.

APPENDIX "K"

LETTER OF UNDERSTANDING

RE: Voice Mail Time Checking Protocol

While the parties agree that the Voice Mail protocol is a management policy that may be amended from time to time, they agree that the policy will include the following obligations of the Employees for availability and Voice Mail checking for weekend scheduling:

Weekday Protocol

Weekday voice mail protocol is as follows:

- 1) At the commencement of the shift
- 2) Prior to the first scheduled client assignment of the day
- 3) Following the last scheduled client assignment of the day

Weekend Protocol

Once an Employee selects the Weekend Shift, the following protocols will apply:

- 1) The Employee must be available for all hours during the weekend shift
- 2) The Employee must check their voice mail at:
 - a) Friday Night 6:00 p.m. to 10:00 p.m., voice mail check must be completed at:
 - 5:00 p.m.
 - 7:00 p.m.

b) Selected Shift Saturday/Sunday 6:00 a.m. to 4:00 p.m., voice mail check must be completed at:

- 30 minutes prior to the first scheduled assignment OR 8:00 a.m. whichever comes first
- 8:00 a.m.
- 10:00 a.m.
- 12:00 p.m.
- 2:00 p.m.

Note: Shifts commencing on Saturday morning between 6:00 a.m. and 8:00 a.m. will be scheduled by 7:00 p.m. on Friday night wherever possible. Employees will be required to answer their phones prior to 8:00 a.m. in case of an emergency call.

c) Selected Shift Saturday/Sunday 1:00 p.m. to 11:00 p.m., voice mail check must be completed at:

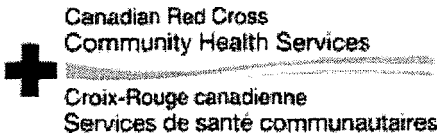
- 30 minutes prior to the first scheduled assignment
- 4:00 p.m.
- 7:00 p.m.

Note: Employees will be required to answer their phones after 7:00 p.m. in case of an emergency call.

Note: The above voice mail check in times are to be adhered to with ten (10) minutes grace time on either side.

APPENDIX “L”

RE: Availability Form



Availability Form

Name: _____
 Branch: _____
 Primary Geographic Team/Area: _____
 Supervisor: _____

WEEKDAYS:

As per Article 19 of the collective agreement, I agree to be available for the following shifts. I understand I am required to be available to work for the entire duration of the shift identified.

	SHIFT	SHIFT
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

WEEKENDS:

As per Article 19 of the collective agreement, I agree to be available for the following weekend shifts. I understand that I must be available to work the entire duration of the shifts identified below.

OFFICE USE ONLY (COMPLETED BY SUPERVISOR)	
Assigned to Weekend Rotation (1 or 2):	<input type="checkbox"/> Weekend 1 OR <input type="checkbox"/> Weekend 2 OR <input type="checkbox"/> Weekend 3
Assigned Friday Shift	<input checked="" type="checkbox"/> 1800 – 2200
Assigned to Saturday Shift	<input type="checkbox"/> 0600 – 1600 OR <input type="checkbox"/> 1300 – 2300
Assigned to Sunday Shift	<input type="checkbox"/> 0600 – 1600 OR <input type="checkbox"/> 1300 – 2300
First Weekend Rotation commences on DATE:	

STATUTORY HOLIDAYS:

As per Appendix “E”, I understand I am required to be available for select Statutory Holidays as outlined below. These holidays are referred to as Group 1, Group 2, or Group 3 statutory holidays. I understand that when selecting Group 1 or Group 2, I am also required to select two (2) paid holidays from Group 3, for which they are required to be available during the contract year.

STATUTORY HOLIDAYS	
Date of Ratification – December 2009	<input type="checkbox"/> Group 1 OR <input type="checkbox"/> Group2
Date of Ratification – December 2009	Group 2 Selections: 1. 2.
December 2009 – December 2010	<input type="checkbox"/> Group 1 OR <input type="checkbox"/> Group2
December 2009 – December 2010	Group 2 Selections: 1. 2.
December 2010 – December 2011	<input type="checkbox"/> Group 1 OR <input type="checkbox"/> Group2
December 2010 – December 2011	Group 2 Selections: 1. 2.

CSW OTHER SELECTIONS	
Availability to work in a adjacent geographic area(s)	(list areas)
Availability outside of selected shifts and geographic area	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
Available to work on your scheduled weekend off	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
Available to be contacted for Night Shifts	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
I am aware and give permission to CRCS-CHS to schedule me for more than seven (7) consecutive days. I understand that I may change my decision at any time by submitting written notification to my Supervisor.	<input type="checkbox"/> YES OR <input type="checkbox"/> NO

CSW Signature

Date

Supervisor Signature

Date

For Office Use Only:

Article 19 – Job Posting		
Date Employee Applied for Vacancy	Employee Successful	Date Commenced New Shift
	<input type="checkbox"/> YES OR <input type="checkbox"/> NO	
	<input type="checkbox"/> YES OR <input type="checkbox"/> NO	
	<input type="checkbox"/> YES OR <input type="checkbox"/> NO	
	<input type="checkbox"/> YES OR <input type="checkbox"/> NO	
	<input type="checkbox"/> YES OR <input type="checkbox"/> NO	
	<input type="checkbox"/> YES OR <input type="checkbox"/> NO	
	<input type="checkbox"/> YES OR <input type="checkbox"/> NO	