

170 Employees

Unit No. 150

COLLECTIVE AGREEMENT

BETWEEN

COMMUNITY CARE EAST YORK
(The Agency)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
AFFILIATED WITH THE A.F.L., C.I.O., C.L.C.
(The Union)

EXPIRY: December 31, 2002

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ARTICLE 1 – GENERAL PURPOSE

- 1.01 The purpose of this agreement is to establish and maintain orderly collective bargaining relations between the Agency and its employees represented by the Union, which will not interfere with the normal operations of the Agency.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Agency recognizes the Union **as** the exclusive bargaining agent of all employees of Community Care East York in the City of Toronto, save and except supervisors, persons above the rank of supervisor, office and clerical, paramedical employees, program coordinators, program assistants, drivers and program workers.
- 2.02 It is agreed that the word “employee” or “employees”, wherever used in this agreement, shall be deemed to refer only to persons in the bargaining unit as hereinbefore defined.
- 2.03 Where the singular or feminine is used in this agreement, it shall be deemed to include the plural or masculine and vice versa, where the context so requires.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 The parties agree that they and the employees covered by this agreement shall comply with the provisions of the Ontario Human Rights Code.
- 3.02 The parties agree that there shall be no discrimination, interference, restraint, or coercion or intimidation exercised or practiced by either of them or their representatives or members, because of an employee’s membership or non-membership in the Union or because of her activity or lack of activity in the Union.
- 3.03 The Union further agrees that there will be no solicitation of members, collection of dues, Union executive or membership meetings, or other union activities, either on the premises of the Agency 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 Agency.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

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

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 It is recognized and agreed by both parties that the Agency is a private organization dependent upon public and private funding. Nothing in this agreement shall be intended or interpreted as limiting the ability of the Agency to respond to the needs of the community or the requirements of obtaining or continuing to obtain funding from various sources. The Union acknowledges and recognizes that all matters concerning the management of the Agency's operation and the direction of the work force are fixed exclusively with the Agency and shall remain solely with the Agency, except as specifically limited by the express provision of this agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Agency to:
- a) hire, classify, transfer, assign, layoff, recall, promote, demote, increase or decrease work assignments and determine standards of performance and work assignments;
 - b) maintain order, discipline and efficiency;
 - c) discharge, suspend, or otherwise discipline employees for cause;
 - d) make, enforce and alter from time to time reasonable rules and regulations governing the conduct of the employees, which are not inconsistent with the provisions of this agreement;
 - e) generally, to manage the services in which the Agency 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 programmes 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) take all steps **as** may be deemed necessary by the Agency to carry out the Agency's mandate to provide quality service to the community and to obtain funding to provide such services.

5.02 It is agreed that the exercise of any **of** these rights which are in conflict with the express provisions of this collective agreement shall be subject to the grievance procedure contained herein.

ARTICLE 6 – UNION SECURITY AND CHECK-OFF

6.01 The Agency shall deduct an amount equivalent to regular monthly Union dues for the term of this agreement according to the following conditions:

- a) All employees covered by this agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues. The Union from time to time shall notify the Agency, in writing, to indicate the current amount of such Union dues.
- b) New employees shall have deductions made on the first regular deduction date following their date of hire.
- c) Union dues will be deducted from the employee's pay each calendar month and the same shall be remitted by the Agency to the Union not later than the fifteenth day of the month following the month in which deductions were made.
- d) The Agency agrees when forwarding Union dues to submit a list of the names of the employees on whose behalf such deductions have been made, together with a list of employees who have terminated during the month. The Agency will include the Social Insurance Number of each employee appearing on the dues check-off list and will include the address of new employees when they are placed on the check-off list for the first time.

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

ARTICLE 7 – RELATIONSHIP AND REPRESENTATION

7.01 The Agency agrees that upon hiring a new employee, the Agency will supply the employee with a copy of the collective agreement and the name of the unit steward.

7.02 Union Stewards, Grievance Committee, Negotiating Committee

- a) The Agency agrees to recognize not more than seven (7) employees with seniority, selected by the Union as stewards (one of whom shall be the Chief Steward), for the purpose of representing employees and dealing with union business as provided under this collective agreement.
- b) The 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 Agency agrees to recognize seven (7) of the stewards, selected in accordance with a) above as the grievance committee (one of whom shall be the Chief Steward). The purpose of the committee is to deal with grievances as set out in this collective agreement.
- d) The agency further agrees to recognize a Negotiating Committee comprised of four (4) employees to be elected or appointed from amongst employees in the bargaining unit. In addition, a representative of the union shall be permitted to assist the Negotiating Committee in all collective agreement negotiations with the Agency.
- e) A management/employee committee will be formed, consisting of three (3) representatives for each of the parties, to meet every two months at a mutually agreed upon time to discuss issues relating to the workplace which affect the parties or bargaining unit employees, excluding grievances or matters pertaining to negotiations.

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

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

7.05 The Union acknowledges and agrees that stewards and other employee committee members as described in this article have regular duties to perform in connection with their employment with the Agency.

7.06 For grievance meetings that are scheduled during the employees' scheduled hours of work, the grievor (except in cases of discharge or suspension) and the steward in attendance during the grievance procedure shall receive their pay for any hours actually lost due to attendance at such grievance meetings with representatives of the Agency.

- 7.07 A representative of the Union shall, after giving notice to the Agency, be permitted to enter the Agency's offices during the course of normal business hours to deal with the business provided for in this agreement
- 7.08 For negotiating meetings between the Agency and the Union, the members of the negotiating committee, whose regularly scheduled hours conflict with the negotiating meeting time, will be paid for such hours lost due to attendance at such negotiations for the first four meetings, but not including any conciliation meetings.
- 7.09 The Agency and the Union, as represented by their respective management, employees and union representatives, will undertake to conduct their business in a way such that their respective duties under this agreement can be effectively carried out.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 For the purpose of this agreement, a grievance is defined as a difference arising either between a member of the bargaining unit and the Agency, or between the parties, relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- 8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible, specify the provisions of the collective agreement which are alleged to have been violated.
- 8.03 At the time formal discipline is imposed, or at any stage of the grievance procedure, an employee shall have the right, upon request, to the presence of a union steward. In the case of suspension or discharge, the Agency shall inform the employee of this right in advance.
If an employee is suspended or discharged, the Agency shall notify the Union of such suspension or discharge in writing, within five (5) working days (includes Monday through Friday but excludes Saturdays, Sundays and paid holidays) following the date of the suspension or discharge.
- Where the employee has been suspended pending investigation, because the employee is a danger to herself or others, and a steward is not readily available, the union will be informed of the suspension as soon as possible.
- 8.04 The Agency will not be required to consider any grievance or complaint which is not presented within ten (10) working days (Monday through Friday, exclusive of Saturdays, Sundays and paid holidays) after the circumstances giving rise to the grievance have occurred or should reasonably have become known to the grievor.

- 8.05 The time allowances provided in this article may be extended by mutual agreement between the parties in writing. In determining the time within which any action is to be taken or completed under the terms of the agreement, such limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 8.06 A policy grievance is a grievance arising directly between the Agency and the Union concerning the interpretation, application or alleged violation of the Agreement. It will be originated at Step 3 within ten (10) days following the circumstances giving rise to the grievance. Failing settlement under step 3, within ten (10) working days, the grievance may be submitted to arbitration in accordance with Article 9. 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 thereby be bypassed.
- Where the grievance is an Agency grievance, it shall be filed in writing with the Union and the Union shall give its reply within ten (10) calendar days following receipt of the grievance.
- 8.07 Where a number of employees have the same grievance, they may present a group grievance and such written grievance shall be initiated under step 2 of the grievance procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. It is understood that the provisions of the grievance and arbitration procedures shall apply to such grievance.
- 8.08 A grievance involving the discharge of an employee who has successfully completed her probationary period must be reduced to writing and originated under step 2 within ten (10) calendar days of the employee being notified of her discharge. Notwithstanding anything in this agreement, a probationary employee may be disciplined or discharged at the sole discretion of the Agency and for any reasons satisfactory to the Agency and the parties agree that such action shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties.
- 8.09 All agreements reached under the grievance procedure between the representatives of the Agency and the representatives of the Union shall be final and binding upon the Agency, the Union and the employee(s) involved.
- 8.10 It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity to address her complaint.

8.11 STEP 1: Failing settlement at the “complaint” stage, the aggrieved employee shall, within ten (10) working days after the circumstances giving rise to the grievance have occurred, submit the written grievance to his/her supervisor. The supervisor shall respond to the grievance within seven (7) working days of receiving it. At this stage, a steward will be present.

STEP 2: Failing settlement at step 1, the Union may submit the grievance in writing to the Program Director within seven (7) working days of the receipt of the response at step 1. Thereupon a meeting will be arranged with the grievor and the steward to discuss the matter. The Program Director shall respond in writing to the grievance within ten (10) working days of receiving it.

STEP 3: Failing settlement at step 2, the Union may submit the grievance in writing to the Executive Director within five (5) working days of the receipt of the response at step 2. Thereupon a meeting will be arranged with the grievor and the Union to discuss the matter. The Executive Director shall respond in writing to the grievance within ten (10) working days of receiving it.

8.12 Failing settlement under the foregoing procedure, either party may submit the matter to arbitration within ten (10) calendar days after the decision under step 3 is given. If no written request for arbitration is received within such ten (10) calendar day period, the grievance shall be deemed to have been abandoned.

ARTICLE 9 – ARBITRATION

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

9.02 No person may be appointed to an arbitration board who has been involved in an attempt to negotiate or settle the grievance prior to the first hearing date.

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

- 9.04 The arbitration board shall not have the power to amend, alter, modify, or add to any of the provisions of this agreement or to substitute any new provisions or any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 9.05 Each of the parties will share equally the fees and expenses, if any, of the Chairperson, and the parties will pay the fees and expenses of their respective nominees.

ARTICLE 10 – SENIORITY

- 10.01 A new employee will be considered on probation until after she has completed four hundred and forty (440) hours of work in the bargaining unit, it being understood that a further period of probation of two hundred and fifty hours (250) may be established by the Agency. Where the period of probation is extended by the Agency, the Agency will notify the Union in writing.
- 10.02 Upon successful completion of such probationary period, the employee's name will be placed on the appropriate list and credit shall be given for the number of hours paid to the employee by the Agency since the date of last hire.
- 10.03 Seniority lists based on hours paid shall be prepared according to the records of the Agency on **an** annual basis and posted on a bulletin board provided by the Agency. Seniority as posted shall be deemed to be final and not subject *to* complaint unless such complaint is made within sixty (60) calendar days from the date of posting. New employees appearing on the list for the first time shall have ten (10) calendar days to challenge their position on the list.
- 10.04 Employees will accumulate seniority on the basis of their continuous service in the bargaining unit and shall have seniority dated from the last date of hire, except as otherwise provided. Seniority shall be recognized on a bargaining unit-wide basis.
- 10.05 For the purpose of service, one year will equal 1750 hours worked.
- 10.06 **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) 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-one (21) calendar months or a period

- equivalent to the employee's length of seniority at the time illness or disability commenced;
- d) has been laid off for the lesser of twenty-one (21) calendar months or the length of her seniority;
 - e) 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;
 - f) 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;
 - g) 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 for 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 third (3rd) day following registration, unless the individual can provide the Agency with a reason satisfactory to the Agency for any failure to receive the notice in the time provided;

ARTICLE 11 – LAY-OFF AND RECALL

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

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

- 11.03 It is recognized that hours of work may vary from time to time as employees' clients change. Therefore, there will be times when reductions in hours occur and/or where employees may have no hours for short periods. It is agreed that

these natural fluctuations will not be considered to be a lay-off for the purpose of this Article.

Where an employee suffers a reduction of more than 50% of their normal weekly hours as determined quarterly, and is not offered a **new work** assignment in accordance with Article 21, and has not reduced her availability during the quarter, the Agency shall issue a record of employment, and the reason stated on the record will be loss of earnings.

ARTICLE 12 – JOB POSTING AND PROMOTIONS

12.01 In order to ensure that employees are given the opportunity of applying for vacancies which are increases or replacements to the staff complement in the Home Support Department or the Supportive Housing Department, which the Agency intends to fill, the Agency will post all such vacancies for a period of fourteen (14) calendar days. The Agency may temporarily fill any vacancies (normally less than six (6) months – but to the end of the leave if a leave of absence is the reason for the vacancy).

12.02 The notice of vacancy shall contain the following information:

- the unit in which the vacancy exists
- the required skills, ability and experience, and wage rate.

If there is no successful applicant to a posting, the Agency may then hire from any outside source. The Chief Steward shall be notified in writing of such vacancies or new positions when they occur.

12.03 When selecting a **job** applicant to fill a vacancy within the bargaining unit, the Agency will consider:

- (a) skills, ability and experience to perform the normal requirements of the **job**;
- (b) seniority.

12.04 In the Community sector, once the vacancy in a prospective unit is filled by a person from another unit under Article 12.03, a transition will take place from her existing clients to her new clients in **the** new unit. Such transition will not exceed six (6) months.

ARTICLE 13 – WAGES

- 13.01 The Agency agreed to pay and the Union agrees to accept the schedule of wage rates attached hereto as Schedule A and which forms part of this agreement.
- 13.02 All employees on the payroll as of the date of ratification will receive a one-time signing bonus of \$ 100.00

ARTICLE 14 – LEAVES OF ABSENCE

- 14.01 Bereavement Leave: **An** employee who has successfully completed her probationary period who notifies the Agency as soon as possible following a death in her “immediate family” shall be granted **up** to three (3) consecutive days (including the day of the funeral) off without loss of pay for hours she was scheduled to work for the three (3) days. “Immediate family” means spouse, parent, brother, sister, son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild.
- 14.02 Jury and Witness Duty: **An** employee who has successfully completed her probationary period and who is required and reports for jury duty in any court of law, or is required by subpoena to attend at a court of law or coroner’s inquest in connection with a matter arising out of the employee’s duties at the Agency, shall do so without loss of pay, provided that the employee was scheduled to work and would otherwise have worked but for such attendance, provided that the employee:
- a) notifies the Agency immediately upon the employee’s notification that she will be required to attend court or the inquest;
 - b) presents proof of service requiring the employee’s attendance;
 - c) deposits with the Agency the full amount of compensation received for such jury or attendance (excluding mileage, travelling and meal allowance) and **an** official receipt thereof; and
 - d) notwithstanding the above provisions, in order to qualify for payment hereunder, the employee will report to the Agency for work during the assigned hours when she is not required to attend at court or at the inquest.
- 14.03 A leave of absence for Union business may be granted without pay and without loss of seniority, provided that such leave does not interfere with the continuance of efficient operations of the Agency and does not interfere with the proper care of the Agency’s clients. Such leave shall be subject to the following conditions:

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

14.04 An employee who has successfully completed the probationary period may apply for a leave of absence without pay for a legitimate personal reason and provided that the employee can be spared and having due regard for the proper and efficient operation of the Agency and the needs of the Agency's clients. The Agency may grant or withhold any application for leave of absence depending upon the circumstances. Emergency requests for leave of absence will not be unreasonably withheld. Application for such leave shall be made in writing to the Agency as far in advance as possible, but in any event at least two (2) weeks prior to the commencement of the leave. The application must clearly state the reason for the leave of absence and the anticipated duration of such absence. Employee's seniority will be maintained, but will not accumulate during such leave.

14.05 Pregnancy and Parental Leave: Such leaves shall be arranged in accordance with **the Employment Standards Act of Ontario** as amended from time to time.

ARTICLE 15 – INJURY AND DISABILITY

15.01 In the case of an accident or injury for which an employee will be compensated by the WSIB, the Agency agrees to pay the employee for the entire period of work for which she was scheduled on the day of the accident or injury.

ARTICLE 16 – MISCELLANEOUS

16.01 The Agency will provide a bulletin board in a mutually satisfactory location at the Agency's official office for the convenience of the Union for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the local Union and submitted to the Agency for approval prior to being posted.

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

Any warning letter, suspension or other sanction will be removed from the employee's personnel file eighteen (18) months following the date of such letter, suspension or other sanction, provided that the employee's record has been discipline free for such eighteen (18) month period.

16.03 A "not found" visit will be remunerated at a minimum of one (1) hour.

16.04 The Agency and the Union will share equally in the costs of printing of the collective agreement in a form mutually agreed upon.

ARTICLE 17 – HEALTH AND SAFETY

17.01

- a) The Agency and the Union agree that they mutually desire to maintain standards of health and safety in the Agency in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Agency agrees to form a Health and Safety Committee of two (2) representatives to be named by the Agency and two (2) representatives selected or appointed by the Union from amongst bargaining unit employees.
- c) Any Union representative appointed or selected in accordance with paragraph b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year.
- d) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.
- e) Meetings of the committee shall be held every fourth (4th) month, or more frequently at the request of either representatives of the Agency or the Union, and will then be held at times of mutual convenience. Where committee meetings are scheduled at times when the Union representatives are otherwise scheduled to work, the representatives shall be paid for the number of actual hours lost as a result of such attendance.
- f) The Agency agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its functions.

- g) The Union agrees to endeavour to obtain the full cooperation of its members in the observation of all safety rules and practices.

ARTICLE 18 - HOLIDAYS

- 18.01 The Agency recognizes the following as paid holidays for permanent full time employees.

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

- 18.02 To be eligible for holiday pay, an employee must have completed her probationary period and must have completed her work assignment prior to and immediately following the holiday and must have completed twelve (12) days in the last four (4) weeks.
- 18.03 The pay for a holiday shall be the average of the employee's daily hours, exclusive of overtime hours, worked in a twelve (12) week period preceding the holiday, calculated by dividing the number of daily hours worked, exclusive of overtime, by the number of days worked in the twelve (12) weeks preceding the holiday.
- 18.04 An employee will not be disqualified from receiving holiday pay if she is absent on any such qualifying day, if her absence is due to a bona fide illness which is proven by a medical certificate, provided such absence began not more than three (3) working days prior to the holiday.
- 18.05 An employee who does not report for work for a scheduled work assignment on a holiday, after having been requested to do so by the Agency, shall lose her entitlement to holiday pay.
- 18.06 When a paid holiday falls during an employee's vacation, at the option of the employee, she shall 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 Agency.

18.07 If an employee is required to work on any paid holiday, she shall be paid for the holiday (provided she otherwise qualifies) and in addition will receive one and one-half (1 ½) times her regular hourly rate for all hours worked on the holiday.

ARTICLE 19 – VACATIONS

19.01 Employees will receive four percent (4%) of their regular pay as vacation pay on March 31st each year.

19.02 Employees may take up to four (4) weeks vacation.

19.03 An employee shall submit her vacation request in writing to the Agency as far in advance as possible, but not less than two (2) weeks, but it is agreed that during the desirable period (Christmas period and June through August) requests shall be submitted not less than five (5) weeks prior to the intended absence. Requests submitted in this way will be dealt with on a seniority basis, so long as the remaining employees can fulfill all of the operational needs during the period.

19.04 Where an employee is entitled to four (4) weeks vacation in accordance with 19.02, the Agency may require the employee to split her time off into two (2) periods to be taken at different times, in order that the operation of the Agency may not be affected and in order that the Christmas period and June to August period will be more equitably distributed.

19.05 An employee whose scheduled vacation time is interrupted due to serious illness, requiring the employee to be admitted to hospital as an in-patient, shall, upon furnishing satisfactory proof of the period of hospitalization, be considered on sick leave for the relevant time. The portion of the employee's time off which is deemed to be sick leave will not be counted against the employee's time off entitlement in accordance with this article.

ARTICLE 20 – HOURS OF WORK

For Employees Working in Home Support

20.01 None of the provisions of this agreement may be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

20.02 Employees are not regularly scheduled and may accept or refuse an offer of a work assignment subject to the availability provisions of this Article.

- 20.03 A work assignment refers to the provision of service to a single client. The parties agree that the duration and intensity of a work assignment for a client may change during the course of the work assignment. Where such change increases the hours of service for that client, the additional hour(s) will first be offered to the employee who has accepted the client, provided that any offer of such additional hours to such employee does not result in the payment of any overtime or in violation of any other **part** of this agreement.
- 20.04 A “new work assignment” refers to a work assignment for a single client which arises when the Agency is not currently serving that client and is asked to do so. Where a client is absent for a short period, and then returns, this is not a new work assignment.
- 20.05 In offering “new work assignments”, the Agency will consider the employee’s availability as set out in Article 20.09; the skills, ability and experience required to meet the client’s needs; circumstances in which a client is resuming the provisions of services, and seniority. The new work assignment will be offered to the most senior employee in a unit, once the criteria have been met and provided that the client will agree to the assignment. In assessing the availability of **an** employee, the Agency will consider the possibility of asking an existing client or new client if they are flexible regarding the timing of their service in order to improve the employee’s availability.
- 20.06 A unit is a designated geographic area of the business.
- 20.07 The Agency will not be required to offer a work assignment to **an** employee which will result in the payment of overtime or where the client will not agree to the assignment.
- 20.08 Subject to Article 20.05 above, once an employee has accepted a work assignment, they will receive all hours associated with that work assignment, unless there is **a** change in the client’s condition requiring additional skills not possessed by the employee, the client or the funding body requests a change of employee, or the employee requests a change.
- 20.09 An employee’s stated availability will be given to the Agency in writing. Such availability may only be reduced or changed with two (2) weeks written notice, except where the employee is increasing her availability. Where an employee is increasing her stated availability, she may do so, in writing, anytime.
- 20.10 Where **an** employee cannot see her client on a given day, she will notify her supervisor immediately. Where the reason for her absence is not acceptable, the employee may be subject to discipline. Where the reason given for unavailability is sickness, medical certification may be required. If a medical certificate is required, upon presentation of a receipt, the employee will be reimbursed the cost.

- 20.11 Persons who are available for work and no work is available in their assigned unit will be made available to other units for assignments, based on their availability and their skills and experience to perform the work and their seniority among the employees available from other units. Such assignments will be made only after the available employees within the unit have been exhausted and will then be based on seniority, providing the employee is available and has the skills, ability and experience to perform the work.
- 20.12 Commencing January 1, 2001, employees hired by the Agency, who, when hired are available on weekends, may not change such availability for at least one (1) year (notwithstanding Article 20.09). A weekend will be from midnight Friday to midnight Sunday.
- 20.13 If an employee is absent for two (2) weeks or less in a six (6) month period for reasons other than vacation, the employee will be offered the work assignments with the client(s) that she was seeing before she began the absence, provided that the client is still on the service, that the client's needs have not changed, and the client is in agreement with the employee resuming the work assignments that were available with that client prior to the absence. In the event that the employee loses hours under this Article, the employee will be offered new work assignments, if available, subject to the provisions of Article 20.05 (except seniority) to replace the lost hours.
- 20.14 If an employee is absent for greater than two (2) weeks in a six (6) month period for reasons other than vacation, the Agency will endeavour to offer the work assignments with the client(s) that she was seeing before her absence began.
- 20.15 If an employee returning from absence of greater than two (2) weeks is not offered the work assignments with the client(s) that she was seeing before she began her absence, she will be offered new work assignments in accordance with Article 20.05, sufficient to replace the volume of work lost, provided such work is available.
- 20.16 Where an accepted client leaves the service or dies and, as a result, an employee loses hours, then, subject to the provisions of Article 20.05 (except seniority), that employee will be offered new work assignments, if available, in order to replace lost hours.
- 20.17 If the Agency receives less than four (4) hours notice of a request to commence a "new work assignment", then the new work assignment may be offered to employees with availability. Within one (1) week of the commencement of this temporary work assignment, or such shorter period as the Agency may determine to be necessary, the "new work assignment" will be offered in accordance with the provisions of 20.05.

- 20.18 When existing hours become available on a temporary basis due to changes in the availability of an employee, the Agency will endeavour to offer those hours, based on its assessment of the criteria of availability, skills, ability and experience required to meet the client need, seniority and the agreement of the client to be served by the employee selected by the Agency.
- 20.19 Assignments will normally not exceed twelve (12) hours in a day or eighty (80) hours on a biweekly basis.

ARTICLE 21 – HOURS OF WORK

For Employees Working in Supportive Housing

- 21.01 None of the provisions of this agreement may be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.
- 21.02 None of the provisions of this agreement may be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. A work assignment refers to the provision of service for a particular schedule of hours to be worked.
- 21.03 A “new work assignment” refers to a work assignment for a particular schedule of hours *to* be worked.
- 21.04 An “extended work assignment” refers to a schedule of hours which has been increased, Where this occurs, the incumbent receives the additional work, provided it does not conflict with Articles 21.06 or 21.07.
- 21.05 In offering “new assignments” to employees, the Agency will consider the employee’s availability as set out in Article 21.06; the skills, ability and experience required to meet the client’s needs, and seniority. The new work assignment will be offered to the most senior employee in a building, once the criteria have been met and provided that the client(s) will agree to the assignment.
- 21.06 The Agency will not be required to offer a work assignment to an employee which will result in the payment of overtime or where the client will not agree to the assignment.

- 21.07 Availability is the time period an employee is available for work, weekly in Supportive Housing, An employee's stated availability will be given to the Agency in writing. Such availability may only be reduced or changed with two (2) weeks written notice, except where the employee is increasing her availability. Where an employee is increasing her stated availability, she may do so, in writing, anytime.
- 21.08 Commencing January 1, 2001, employees hired by the Agency, **who**, when hired are available for weekends, may not change such availability for at least one (1) year (notwithstanding Article 21.07). A weekend will be from midnight Friday to midnight Sunday.
- 21.09 Relief employees will be used to fill in for regular employees. The Agency may temporarily fill any vacancies (normally less than six (6) months – but to the end of the leave if a leave of absence is the reason for the vacancy).
- 21.10 Assignments will normally not exceed twelve (12) hours in a day or eighty (80) hours on a biweekly basis.
- 21.11 Supportive Housing employees who work shifts of eight (8) hours or more, will be entitled to a ten (10) minute break during the first half of the shift and a ten (10) minute break during the last half of the shift. Lunch breaks will continue as per present practice.

ARTICLE 22 – OVERTIME

- 22.01 Hours worked in excess of eighty-eight (88) hours, on a biweekly basis, will be compensated at one and one-half (1 ½) times the employee's regular hourly rate.

ARTICLE 23 – TRAVEL

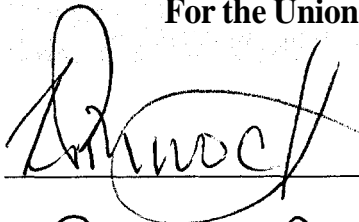
- 23.01 Payments with respect to travel will continue as per current practice.

ARTICLE 24 - DURATION OF AGREEMENT

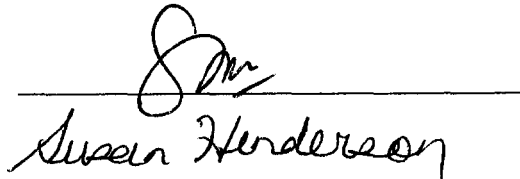
24.01 This agreement shall be effective on the date of ratification hereof and shall continue to December 31, 2002 and from year to year thereafter unless written notice of intent to terminate or amend this agreement is given by either party within a period of ninety (90) days immediately prior to the expiration date. Where notice is given by either party, in writing as referred to above, negotiations shall commence not later than thirty (30) days after the date of such written notice.

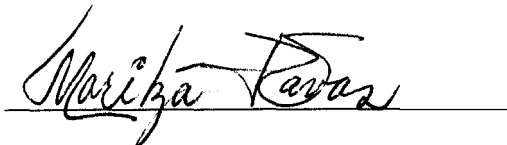
In witness whereof each of the parties has caused this agreement to be signed by its duly authorized representatives this 17th day of December, 2001.

For the Union



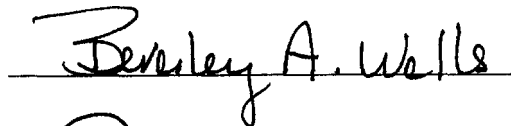


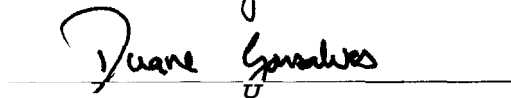




For the Agency







Schedule A

	<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>
<u>January 1, 2001</u>					
Community Care Worker	\$10.54	\$10.88	\$11.37	\$11.91	\$12.30
Supportive Housing Worker	\$10.54	\$10.88	\$11.37	\$11.91	\$12.30
<u>January 1, 2002</u>					
Community Care Worker	\$10.80	\$11.15	\$11.65	\$12.21	\$12.61
Supportive Housing Worker	\$10.80	\$11.15	\$11.65	\$12.21	\$12.61

Note: It was agreed that the 2.5% wage increases for 2001 and 2002 includes the 1% pay equity amounts owing

The grid will be unfrozen effective January 1, 2001. All employees who qualify for a step increase (i.e. have completed 1750 hours worked as of January 1, 2001) will receive a step increase. Subsequent step increases after January 1, 2001 will take place when employees have accumulated 1750 hours worked.