

COLLECTIVE BARGAINING AGREEMENT

- between -

BAYSHORE HOME HEALTH
CITY OF THUNDER BAY
hereinafter referred to as the Employer,

- and -

SERVICE EMPLOYEES UNION LOCAL 11 CANADA
hereinafter referred to as the "Union"

Term: April 1, 2009 – March 31, 2010

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ARTICLE 1 GENERAL PURPOSE

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

1.02 Standards

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

1.03 Confidentiality

The employee shall guard the confidentiality of client information.

ARTICLE 2 SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Bayshore, in the City of Thunder Bay and District, save and except supervisors, persons above the rank of supervisor, office & clerical staff, and on-call co-ordinators.

ARTICLE 3 UNION SECURITY AND DUES DEDUCTION

3.01 Union Security and Dues Deduction

As a condition of employment, all employees hired after the date of ratification shall become members of the Union. They shall remain members in good standing as long as they are employed by the Employer.

3.02 (a) It will be a condition of employment for all employees covered by this agreement that union dues, and initiation fees, as established by the Union from time to time, will be deducted from each pay of each employee and remitted to the Union. Such deductions will commence with the first deduction date following date of employment. Employees on Leaves of Absence will be directed to contact the Union Office regarding dues payments while on leaves.

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

3.03 Remittance of Deductions

Union dues for the current month shall be deducted during the previous month and remitted to the Secretary-Treasurer of the Union by the 28th of the current month. The Employer will provide the Union with electronic union dues remittance, as determined and required by the Union from time to time when the technology becomes available to the employer.

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

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

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

3.07 Bulletin Boards

(a) The Union shall be designated appropriate space on an existing bulletin board in the Employer's office in Thunder Bay for the purpose of posting notices relating to Union activities provided they are first submitted to the Manager or her designate for approval. The Union will promptly remove any outdated notices.

(b) Twice annually, in January and July, the Employer shall provide the Union with a complete listing of all employees including name, address, telephone number, wage rate and seniority date.

3.08 Union Activities

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

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

3.09 New Employee Orientation

(a) On or before the commencement of her employment, the Employer will give to each newly employed employee a copy of this Collective Agreement. The Employer shall notify the Union of the names, addresses, telephone numbers, and social insurance numbers of all new employees, and starting date of each

newly employed employee upon commencement of employment. It is agreed that the Chief Steward shall be advised by the Employer of the time at which the Employer has scheduled the new employee's orientation session, and the Chief Steward will be given an opportunity to have an orientation session with the new employee either fifteen (15) minutes before the commencement of the employee's orientation session or fifteen (15) minutes at its conclusion. The orientation time shall not exceed fifteen (15) minutes and such time shall be considered paid time.

(b) The Employer will provide each employee covered by this Agreement a copy of the Collective Agreement each time the Agreement is renewed up to a maximum of 200 copies. The cost of duplicating the Collective Agreement will be shared equally by the Union and the Employer.

ARTICLE 4 NO DISCRIMINATION

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

ARTICLE 5 DEFINITIONS

5.01 "Employee" shall include only such persons coming within the scope of the bargaining unit as referred to in Article 2.

5.02 For the purpose of interpretation of this Agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.

5.03 "Steward" shall mean an employee of the Employer duly accredited as such by the Union.

5.04 "Representative" shall mean a staff member of S.E.I.U. Local 1 Canada.

5.05 "The Union" shall mean the Service Employees International Union Local 1 Canada.

5.06 "The Employer" shall mean Bayshore, City of Thunder Bay.

5.07 "Manager" for the purposes of this Agreement, means the Manager - Clinical Practices or such other Manager as the Employer may designate from time to time.

5.08 'Supervisor' and/or 'Immediate Supervisor' for the purposes of this Agreement, shall mean either the "Manager" or the Client Services Supervisor or such other Supervisor as the Employer may designate from time to time.

5.09 For the purpose of interpretation of this Agreement, the reference to "hours" or to "hourly" in this collective agreement shall be used interchangeably with the term "visits".

ARTICLE 6 MANAGEMENT RIGHTS

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

(a) maintain order, discipline and efficiency, and to establish and alter from time to time rules and regulations to be observed by employees;

(b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline employees, provided (subject to Article 9.11) that a claim by an employee of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;

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

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

ARTICLE 7 NO STRIKE/NO LOCKOUT

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

ARTICLE 8 STEWARDS AND UNION COMMITTEES

8.01 Union Stewards

(a) The Employer agrees to recognize two (2) Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

(b) One of the two (2) recognized Union Stewards in ARTICLE 8.01 (a) may be appointed or elected Chief Steward. The Chief Steward may assist in the presentation of any grievance or with any steward function as required under the Agreement.

(c) The Union shall keep the Employer notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments. No employee will be recognized as a Steward until the Union advises the Employer in writing of the name(s) of the employee(s) designated as Steward(s).

(d) A Union Steward shall be paid their regular or premium rate for time spent attending grievance or disciplinary meetings with the employer in performing the above duties during her regular scheduled working hours. This provision does not apply to attendance at arbitrations or other proceedings.

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

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

8.02 Negotiating Committee

(a) The Employer will recognize a negotiating committee which shall consist of two (2) employees or less, selected by the Union, along with representative of the Union.

(b) The Employer shall be notified of the names of employees selected for this committee.

(c) The Employer agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Employer up to and including conciliation to a maximum of \$1,000.00 per each negotiating year. Any loss of earnings in excess of \$1,000.00 shall be billed to the Union. In any event, upon direction from the Union, the Employer agrees to continue to pay the members of the Union's negotiating committee and bill the Union, if any, for amounts in excess of \$1,000.00 for each negotiating year.

8.03 Staff/Management Committee

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

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

The Chief Steward or her designate shall suffer no loss of earnings for time spent in attending a Staff/Management Committee meeting scheduled during her regular scheduled working hours.

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

8.04 (a) The employee may request the assistance of the Union Steward to handle a grievance with the immediate Supervisor.

(b) Where an employee is called before a Supervisor, for the purpose of discipline, she will be informed that she has the right to have a union steward present. The Employer shall notify the employee of this right in advance. Where the Employer deems it necessary to discipline, suspend or discharge an employee, the Employer shall notify the Union, in writing, of such discipline, suspension or discharge the Employer shall notify the Union as soon as possible, but not later than three (3) days of such discipline, suspension or discharge.

(c) If, in the opinion of the Employer, a concern exists with respect to an employee which would require the employee's removal from assigned hour/s the employer shall have the right to immediately remove the employee from the assignment/s with or without pay and the Union shall be notified immediately. Article 8.04(b) will apply when a disciplinary meeting is held.

ARTICLE 9 GRIEVANCE AND ARBITRATION

9.01 Definition

A grievance is defined as any difference arising between the Employer and an employee or employees as to the interpretation, application, administration, or alleged violation of the Collective Agreement.

9.02 The grievance shall identify the nature of the grievance, the employee involved, the date on which the alleged grievance occurred, the remedy sought and should specify the provisions of the Collective Agreement which are alleged to have been violated.

9.03 (a) If an employee feels that she has a grievance or complaint she shall discuss it with her immediate Supervisor within ten (10) days after the circumstances giving rise to the complaint have occurred or ought to have come to the attention of the employee. An earnest effort to settle the difference shall be made by the employee and the Supervisor.

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

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

STEP TWO The grievance may be submitted by the employee with the assistance of the Union Steward within five (5) days thereafter to the Manager or her designate who will call a meeting with the designated Union representatives who may be accompanied by a staff representative of the Union. This meeting will be held within five (5) days of the receipt of the grievance at Step Two, or at a date set by mutual agreement of the parties. The decision of the Employer shall be delivered in writing within ten (10) days following the date of such meeting.

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

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

9.04 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 records 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 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.

9.05 Arbitration

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

(b) There shall be a list of six (6) Arbitrators who shall act as Chairperson or Sole Arbitrator as provided for in this Article. The list of Arbitrators and their order of rotation shall be as follows:

- i) Louisa Davie
- 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 Arbitrators shall thereby be rotated.

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

(c) No person may act as an arbitrator or be appointed to the arbitration board, who has been directly involved in attempts to negotiate or settle the grievance.

(d) The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

(e) If the grievance is not referred to arbitration within the said fifteen (15) day period, the grievance will be deemed to have been finally abandoned.

9.06 Time Limits

No grievance may be processed to arbitration unless it has been properly processed through the Grievance Procedure and within the time limits established by this Collective Agreement. Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth within this Article or the matter shall be deemed to have been abandoned.

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

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

9.07 Authority of Arbitration Board

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Collective Agreement, nor to give any decision inconsistent with it. The Board of Arbitration shall have the power only to settle grievances arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

9.08 Compensation of Arbitration Board

The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the Chairperson or of a single arbitrator.

9.09 Place of Hearing

Arbitrations shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Union and the Employer.

9.10 Agreements During Grievance Procedure

All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

9.11 Discharge Grievance

If an employee who has completed her probationary period believes she has been unjustly discharged, such claim may be submitted by the employee, who may be accompanied by a Union Steward, at Step 2 of the Grievance

Procedure to the Employer within ten (10) days after she has been given notice of discharge.

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

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

9.12 Union and Employer Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall be originated at Step 2 within fifteen (15) days following the circumstances giving rise to the grievance. Employer grievances will be submitted to the Union office and Union grievances will be submitted to the Manager or her designate. The Employer and the Union shall have ten (10) days to try to resolve the grievance by discussion. Should the parties agree to extend the time limits for the resolution of a grievance under this Article, the party with whom the grievance was filed shall have five (5) working days from the holding of a meeting between the parties to deliver its written answer to the grieving party. If such grievance cannot be resolved by discussion, such grievances may be referred to arbitration pursuant to Article 9.05.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted herself and the regular grievance procedure shall not be thereby bypassed.

9.13 Group Grievance

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

ARTICLE 10 PROBATIONARY PERIOD AND SENIORITY

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

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

10.02 Service

Service shall be defined as length of continuous employment with the Employer.

10.03 Seniority

Seniority shall be defined as the employee's continuous employment with the Employer and shall accumulate based on straight time paid hours since the most recent date of employment with the Employer including service prior to certification of the Union.

10.04 Where two (2) or more employees commence work on the same day, and have the same seniority standing, the greater seniority shall be given to the employee with the earliest day of application for employment.

10.05 Seniority List

The Employer shall post a copy of the seniority list in the workplace.

(a) Upon signing of this Collective Agreement, the Employer will furnish the Union office and steward with a copy of the Employees' seniority list and a revised copy will be supplied every three (3) months thereafter.

(b) Upon posting of the seniority lists, the union and affected employees will have thirty (30) calendar days to make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate until the next posting.

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

10.06 An employee shall lose her seniority, and be notified in writing by the employer, that her employment shall be deemed to be terminated in the event that:

- (i) she is discharged for just cause; or
- (ii) she voluntarily terminates her position; or
- (iii) has not worked any hours for a period of six (6) months (excluding any period of time in which an employee was laid off or any time an employee was in receipt of WSIB Benefits directly attributable to employment with the Employer or was unable to work due to sickness for one (1) or more periods each of one (1) week or more duration and supported by a satisfactory medical certificate which shall be provided to the Employer at least every six (6) months, or any other approved leave contemplated by this Agreement); or
- iv) has not returned from a non-compensable injury to active employment for a period of twenty-four (24) months.
- (v) having received appropriate notice of schedule from the Employer, the employee willfully, purposely or negligently cancels without providing reasonable notice and/or willfully, purposely, negligently fails to provide service to a client.

The above noted article shall be applied consistent with the Ontario Human Rights Code.

10.07 Transfer to Positions Outside of the Bargaining Unit

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

(b) In the event that an employee obtains a temporary position outside of the bargaining unit for a specific task which does not exceed a period of six (6) months and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that an employee may decline such offer to assume the task. The six (6) month period referred to above may be extended by agreement of the parties.

10.08 Effect of Absence

(a) It is understood that, during any approved absence paid by the Employer, both seniority and service will accrue.

(b) Service Accrual: During an unpaid absence credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence, the benefits concerned appropriately reduced on a pro rata basis. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Employer will continue to pay its share of the premiums for up to twenty-four (24) months while an employee is in receipt of W.S.I.B., EI sick leave, pregnancy or parental leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits and for periods of seventeen (17) weeks for Pregnancy Leave and up to thirty-seven (37) weeks for Parental Leave.

(c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for up to twelve (12) months if an employee's absence is due to disability resulting in W.S.I.B. benefits, Pregnancy and Parental Leave, or while an employee is on sick leave through the Employment Insurance period or if an employee's unpaid absence is due to an illness.

ARTICLE 11 LAY-OFFS AND RECALLS

11.01 (a) In the event that the Employer determines that the number of employees available for work should be reduced, employees will be removed from the work availability roster in accordance with the provisions of Article 13- Hours of Work and Scheduling. If the Employer later determines that the number of employees available for work should be increased, employees will be reinstated on the work availability roster in accordance with the provisions of Article 13 - Hours of Work and Scheduling.

(b) Employees who are laid off shall be given a Record of Employment within five (5) days.

11.02 Paid Benefits on Layoff

In the event of a lay-off of an employee who regularly works twenty (20) or more hours in a week, the Employer shall pay its share of insured benefit premiums up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever occurs first.

ARTICLE 12 JOB POSTING

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

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

- (i) Postings for jobs referred to in Article 12.02 shall be brought to the attention of all employees working in the classification, as well as any employees who request receiving such posting, by memo from the Employer to the employees which is either mailed to employees by regular mail or included with their pay slip. Positions shall be open for application for ten (10) days from the date of mailing or issuance of pay slip.
- (ii) The postings referred to in Article 12.02 shall stipulate the qualifications, classifications and wage range, and a copy shall be provided to the Chief Steward.
- (iii) Employees shall be selected for positions under Article 12.02 on the basis of an application of the factors set out in Article 13.01- Hours of Work and Scheduling. The name of the successful applicant will be posted on the Employees' bulletin board and unsuccessful applicants will be notified.
- (iv) The Employer shall have the right to fill a job which is posted under Article 12.02 on a temporary basis to allow for posting and a completion of arrangements to permit the employee selected to fill the vacancy. No grievances may be filed concerning such temporary assignments.

12.03 The successful applicant will be placed in the positions which were posted for a trial period not exceeding sixty (60) working days and if the employee proves satisfactory, then she shall be considered permanently assigned to the position. If the employee cannot perform the position satisfactorily, or if she requests, shall, upon the giving of notice by either the employee or the Employer at any time within the trial period, be returned by the Employer to her previous position where she will be entitled to work assignments in accordance with the application of Article 13 -Hours of Work and Scheduling.

ARTICLE 13 HOURS OF WORK AND SCHEDULING

13.01 Subject to the provisions of the Collective Agreement, the Employer shall use its best efforts to provide employees with the maximum hours of work requested by the employee. Nothing in this Collective Agreement constitutes a guarantee of hours.

13.02 (a) An employee must provide the Employer with a written notice setting out the days and times by the 15th of the prior month that the employee will be available to accept work assignment from the Employer. If the employer does not receive such availability the Employer is not obligated to offer new assignments. However, this shall not affect an employee's current clients on service.

For new employees, this written notice shall be provided to the Employer at the time of the employee's orientation meeting.

(b) Availability: Increasing/Decreasing: It shall be the responsibility of the employee to provide the Employer with at least forty-eight (48) hours notice, excluding Saturday, Sunday and Paid Holidays, subject to paragraph (c) below, of any desire the employee has to increase or decrease her days and times of availability as previously set out pursuant to paragraph (a) above. It shall be the responsibility of the employee to provide the Employer with written confirmation of her desire to increase or decrease her days and times of availability. For greater certainty, it is agreed that any such increase or decrease in availability shall not affect the currently scheduled work week as it applies to all other employees.

(c) A work assignment may change in duration from time to time, and in such case will be offered to the employee(s) by seniority subject to their availability who are currently providing care. Should employees who are providing care be unable to accept additional work the work assignment shall be offered in accordance with 13.03 (b).

(d) Assigned Work Reduction: An employee who wishes to reduce her work assignments from those currently scheduled, shall provide the Employer with reasonable notice of her desire. The currently scheduled work assignments of the employee shall then be reduced as requested. It shall be the responsibility of the employee to provide the Employer with written confirmation of her desire to reduce her currently scheduled work assignments. Such requests by employees to reduce currently scheduled work assignments will not be unreasonably denied by the employer.

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

1. The employee's skill, ability and qualifications to perform the work required.

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

(b) If after considering the factors listed in (a) alone, it is determined that two or more employees are relatively equal to perform the work assignment, then the employee with the greater seniority shall be offered the work.

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

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

1. Client preference shall result only from the initiative of the client.
2. The Employer shall not influence in any manner the client's decision-making, nor shall the Employer indicate as part of any promotion that gender preference is available.
3. No member of the bargaining unit shall be permitted to influence in any manner the client's decision-making.
4. If an employee is absent for four (4) weeks or less, the employee will be offered the work assignments with the client(s) that she was seeing before she began her absence, provided that the client is still on 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, in order to replace the lost hours.

If an employee is absent for greater than four (4) weeks (excluding vacation as set forth in Article 20), the Employer will endeavour to offer the work assignments with the

client(s) that she was seeing before her absence began, however an employee absent for greater than four (4) weeks, due to pregnancy, parental, Medical Care and Emergency, sick or WSIB leave shall be returned to their former clients if they still exist and client agrees. Employee will not communicate her return to work to clients directly.

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

(e) Work Assignment Process: The process to offer work assignments to RNs and RPNs shall be a transparent process easily verified through the Nursing Assignment Tracking Sheet and the Initial Notation Record Book.

13.04 Overtime

All time worked by the employee over forty (40) hours in a week shall be considered overtime and paid at a rate of time and one-half the employees' regular straight time hourly rate. Employees working shifts shall be paid overtime at the rate of time and one-half (1 ½), if the Employer requests the employee to stay beyond their scheduled shift.

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

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

13.07 In the event that an employee's assignment is cancelled with less than two (2) hours notice and the Employer is unable to re-schedule the employee for these hours within the same day, or if the employee is requested to leave the visit by the client, the employee will be paid for all hours she was otherwise scheduled with the client for that appointment.

13.08 On Call Administrative Nurse

1. The employer will post a request for an on-call administrative nurse.

2. The posting will include the following duties:

- Being available for clinical back-up and advice for nurses and homemakers that cannot be handled by on-call co-ordinator.
- Document any client or staff concern on Q.M. report, and forward same to Area Director, or designate, to deal with on their return to work.
- The On Call Administrative Nurse is not responsible for dealing with any disciplinary actions. Should disciplinary actions arise, they shall be forwarded to the Area Director, or designate, to deal with on their return to work.
- On-call nurse is responsible for seeing clients for evening visits when another nurse is not available.
- The On-call nurse is responsible for responding to all urgent situations (ie. dressing and ostomies that need to be changed or replaced)
- The On-call nurse is responsible for admitting a client that is coming on in the evening when other nurses have refused the case. The On-call nurse has the option to keep the client as the primary nurse.
- If the On-call nurse refuses to go out to an urgent situation when on call, then she/he will not be paid for that day.

3. The posting will include the following request for qualifications:

- Must be familiar with pain pumps, IV Therapy, CV Lines and Palliative Care

4. The parties agree this duty will be offered to skilled nurses on the basis of seniority. Primary nurses will be given preference.

5. The On Call Administrative Nurse will be paid \$4.00 per hour to carry the pager and perform the above noted duties on weekdays. On the weekdays the On Call Administrative Nurse will be paid from 5:00 p.m to 8:00 a.m. of the next day. (3 hours = \$60.00)

During the weekend the On Call Administrative Nurse will be paid \$5.00 per hour from 5:00 p.m. Friday to 8:00 a.m. Monday. (63 hours = \$315.00). The weekend work shall be offered by individual days.

On Call hours will be scheduled as far in advance as possible.

On Call		Hours	Total \$	Seniority Accrual
Weekdays	5:00 p.m. – 8:00 a.m.	15	60	2
Friday Night	5:00 p.m. – 8:00 a.m.	15	75	2
Saturday	8:00 a.m. – 8:00 a.m.	24	120	4
Sunday	8:00 a.m. – 8:00 a.m.	24	120	4

ARTICLE 14 OPERATIONAL CHANGES

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

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

ARTICLE 15 LEAVES OF ABSENCE

15.01 Bereavement Leave

Where an employee notifies the Employer as soon as possible following a death in the immediate family, and the employee was otherwise scheduled to work, the employee shall receive her regular hourly rate in respect of the hours she would have otherwise been scheduled to work and she shall be paid for up to five (5) days ending with the day after the day of the funeral for their immediate family and three (3) days for their extended family. The employee shall notify the employer which days off would be best.

“Immediate family” shall mean parent, spouse (including common-law spouse), child, brother, sister.

“Extended family” shall mean grandparent, or grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law; and

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

In the event of a spring internment and provided the request is made at the time of the bereavement leave, one (1) day may be reserved by the Employee to attend the services with pay where the employee shall receive her regular hourly rate in respect of the hours she would have otherwise been scheduled to work on that day or based the hours that she would have been scheduled to work on the bereavement day that she reserved for the internment, whichever is greater.

15.02 Education Leave

(a) Leaves of absence without pay may be granted by the Employer to employees who require them in order to further their career opportunities through further education and training. Such leaves shall not be unreasonably denied.

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

Where opportunities for Personal Support Worker training occur, the Employer shall offer such training in order of seniority to all employees. The Employer 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 Employer, will be applied as authorized by the Long Term Care Area Office, or such other funder, to affected employees.

(c) Where the Employer decides to offer opportunities for additional training to one or more employees, such opportunities shall be offered in order of seniority on a rotational basis amongst those employees having the minimum prerequisite qualifications to take the training.

15.03 Witness Duty

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

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 pay, but without loss of seniority or service, provided that the employee:

- (i) notifies the Employer 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.

15.04

Pregnancy Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

(b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.

(c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

(d) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

(e) Unless the employee elects in writing not to continue on the benefit plan, the Employer will for a period of up to seventeen (17) weeks while the employee is on pregnancy leave, continue to pay its share of the contributions for the benefit plan provided for in Article 23 of this Agreement. It is understood that the employee shall be required to pay, monthly in advance, the employee portion of the billed premium for benefits.

(f) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, if the employee provides at least four (4) weeks notice of her date of return, the employee shall be reinstated to her position or provided with alternative work of a comparable nature at the same rate of pay.

The term "comparable nature of work" shall mean an offer of the average number of hours worked in the previous thirteen (13) weeks prior to the

pregnancy leave it being understood that such work may be taken from the most junior employees.

15.05 Parental Leave

(a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

(b) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

(c) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

(d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

(e) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.

(f) Unless the employee elects in writing not to continue on the benefit plan, the Employer will for a period of up to thirty-five (35) weeks while the employee is on parental leave, continue to pay its share of the contributions for the benefit plan provided for in Article 21 of this Agreement. It is understood that the employee shall be required to pay, monthly in advance, the employee portion of the billed premium for benefits.

(g) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, if the employee provides at least four (4) weeks notice of her date of return, the employee shall be reinstated to her

position or provided with alternative work of a comparable nature at the same rate of pay.

The term “comparable nature of work” shall mean an offer of the average number of hours worked in the previous thirteen (13) weeks prior to the parental leave, it being understood that such work may be taken from the most junior employees.

15.06 Union Leave

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

(b) In requesting such leave of absence for an employee, the Union will give as much notice as possible, but not less than five (5) days notice.

(c) Upon direction from the Union, the Employer will pay the regular salary to the employee and bill the Union for the amount stipulated. Where an employee utilizes Article 13 for Union leave 15.05(c) shall still apply.

15.07 Workers’ Compensation

The Employer and the Union agree to work together to identify alternate work for employees who need accommodation when returning to work from WSIB.

15.08 Compassionate Care Leave

Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that twenty-six (26) week period in accordance with section 49.1 of the Employment Standards Act.

Any employee who is on compassionate care leave shall continue to accumulate seniority and service.

Subject to any changes to the employee’s status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties at the same rate of pay.

The employee and the Employer will continue to pay their respective shares of the benefits premiums.

15.09 Medical Care and Emergency Leave

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency;
2. The death, illness, injury or medical emergency of an individual described in this Article;
3. An urgent matter that concerns an individual described in this Article.

For the purpose of this Article, the individuals referred to in this Article are:

- The employee's spouse;
- A parent, step-parent or foster parent of the employee or the employee's spouse;
- ♦ A child, step-child or foster child of the employee or the employee's spouse;
- ♦ A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse;
- ♦ The spouse of a child of the employee;
- ♦ The employee's brother or sister;
- ♦ A relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise the employer that she will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

An employee is entitled to take a total of ten (10) days' leave under this section each year.

Upon the conclusion of a full-time or part-time employee's leave under this Article, the Employer shall reinstate the employee to the position the employee held, if it still exists, or to a comparable position, if it does not.

Employer agrees to make every effort to reinstate numbers of hours a casual employee had at the time leave was taken.

ARTICLE 16 JOB CLASSIFICATION

16.01 (a) When the Employer determines that a new classification (which is covered by the terms of this Collective Agreement) is established, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

(b) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

ARTICLE 17 PERSONNEL FILE

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

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

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

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

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

17.04 Any letter of reprimand or other sanction will be removed from the record of the employee after eighteen (18) months or 3120 hours worked, whichever comes sooner, following the receipt of such disciplinary action, provided that the employee's record has been free of similar discipline for the 3120 hours worked or eighteen (18) months, whichever comes first.

(a) Any completed evaluation on an employee shall be reviewed with the employee, and the employee shall also be given a copy of the evaluation. The employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed on her file. If the employee does not wish to add her views to the evaluation such employee shall make a notation to that effect on the form.

(b) The employee will sign and date the document indicating she has read it. It is understood that evaluations do not constitute disciplinary action unless so indicated in writing to the employee by the Employer.

ARTICLE 18 TRAVEL

18.01 The Employer will pay Home Support Workers and PSW's for time required to travel between assignments where they have more than one assignment in a day at their regular hourly rate of pay. This excludes the first client assignment of the day and from the last assignment to home.

18.02 The Employer will pay the following travel allowance for all visits (excluding the first visit of the day) worked by an RN or RPN who works more than one assignment in a day where the employee is required to travel more than one kilometre between each assignment:

(1) \$4.00 per visit for all visits worked where the assignments are within the city limits of Thunder Bay;

(2) \$12.00 per visit for visits where the assignments are outside the city limits of Thunder Bay;

18.03 Where a nurse works one (1) visit or a homemaker/PSW works one (1) hour or less in one twenty-four (24) hour period only, the employee shall be paid travel allowance or travel pay according to their classification and the collective agreement for travel to the client only.

18.04 If an employee works for only one client in a day, where that assignment is less than two (2) hours and the employee has not refused any other work offers that day, she shall be paid travel time or travel per diem as appropriate, for the trip from her home to the assignment.

18.05 Parking Fees

The Employer will reimburse employees who can provide proof of parking fees directly related to client care.

ARTICLE 19 PAID HOLIDAYS

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

New Years Day (Jan 1)	Good Friday
Victoria Day	Canada Day (July 1)
Thanksgiving Day	Christmas Day (Dec 25)
Boxing Day (Dec 26)	Labour Day
Family Day (Third Monday in February)	

19.02 In order to qualify for each paid holiday, an employee must have worked her scheduled regular days of work preceding and her scheduled regular day of work following the public holiday.

An Employee who qualifies shall be paid the total amount of regular wages earned and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by 20.

19.03 When an employee works on the above holiday she shall be paid one and one-half (1 1/2) times her regular straight time hourly rate for all hours worked on such holiday. In addition, the employee shall be paid an average of her daily wage for all hours worked at her regular straight time hourly rate over the four (4) weeks preceding the holidays. This shall be in addition to any entitlement in Article 19.01 and 19.02 alone.

19.04 If a public holiday falls on a day on which the employee is on vacation, the employer shall substitute another day that would ordinarily be a working day for the employee to take off work and for which he or she shall be paid public holiday pay as if the substitute day were a public holiday.

ARTICLE 20 VACATION

20.01 (a) All employees who have completed one (1) year of employment but less than ten (10) years of employment as of June 1 in a year shall be entitled to receive four percent (4%) vacation pay.

(b) All employees who have completed ten (10) years of employment but less than fifteen (15) years of employment as of June 1 in a year shall be entitled to receive six percent (6%) vacation pay.

(c) All employees who have completed fifteen (15) or more years of employment as of June 1 in a year shall be entitled to receive eight percent (8%) vacation pay.

20.02 Vacation pay entitlement shall be calculated at June 1st in each year of employment on the basis of 4%, 6% or 8% as applicable.

- i) Employees who choose to receive vacation pay on every cheque shall receive the applicable percentage, 4%, 6% or 8% of gross earnings on every pay;
- ii) Employees who choose to receive vacation pay once per year shall be paid the applicable percentage, 4%, 6% or 8% of gross earnings (exclusive of vacation pay) in the preceding twelve (12) months of employment less deductions required by law. Such vacation pay shall be included on the first pay cheque on or after June 1st of each year.

20.03 (a) Employees who have completed one (1) year of employment but less than ten (10) years of employment as of June 1 in any year shall be entitled to designate two (2) weeks per year as a vacation leave.

(b) Employees who have completed ten (10) but less than fifteen (15) years of employment as of June 1 in any year shall be entitled to designate three (3) weeks per year as a vacation leave.

(c) Employees who have completed fifteen (15) or more years of employment as of June 1 in any year shall be entitled to designate four (4) weeks per year as a vacation leave.

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

ARTICLE 21 BENEFITS AND INSURANCE

21.01 Premiums

(a) The employer agrees to pay 50% of the billed premiums for the benefits below for all employees who have successfully completed their probationary period and regularly work thirty (30) hours per week or more.

(b) Employees who have completed the probationary period and who regularly work less than thirty (30) hours per week, but work at least twenty (20) hours per week shall be entitled to participate in the employer's group benefit plan subject to the terms of that plan provided they pay 100% of the premium.

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

Life Insurance
\$10,000.00

Accidental Death and Dismemberment Insurance
\$10,000.00

Dental - 100% coverage of basic services such as cleaning, fillings, extractions, x-rays and examinations. In addition, 50% coverage is provided for endodontics and periodontic procedures. Maximum reimbursement of \$1,000.00 per person per year.

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

Annual deduction

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

Coverage for eyeglasses at \$50.00 in a 2 year period.

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

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

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

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

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

21.03 The hours which an employee is “regularly employed” for the purposes of Article 21.01 and 21.02 shall be determined quarterly on the basis of calculating a weekly average of the total hours worked by the employee during the preceding 3 calendar months it being understood that an employee must average at least 37.5 or 20 to 37.4 hours respectively to be eligible for the Bayshore Benefit Plan. Quarterly totals will be prepared on January 31, April 31, July 31 and October 31 respectively.

21.04 It is understood and agreed that the benefit plan is not part of this agreement and is not subject to the grievance and arbitration procedure. It is further understood that the employer may change the insurance carrier provided that the benefit coverage as a whole is not fundamentally reduced.

ARTICLE 22 UNIFORM ALLOWANCE

22.01 The Employer will provide a letter of understanding that it does not intend to initiate a requirement to wear uniforms during the term of this Agreement.

ARTICLE 23 PREMIUM PAYMENT

23.01 Shift/Weekend Premium

A premium of forty cents (\$.40) per hour shall be paid on all hours worked that take place between 6:00 p.m. and 6:59 a.m. daily and on all hours worked on the weekend from 6:00 p.m. Friday to 6:59 a.m. on Monday. This excludes time paid for carrying a pager and travel time.

ARTICLE 24 INJURY AND DISABILITY

24.01 Workplace Safety and Insurance Injury

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

(b) Return to Work

The Employer will advise an injured employee as soon as they are notified by WSIB of a return to work meeting, of their right to have a steward attend Return to Work meetings with them. Time spent attending Return to Work meetings will be compensated at the injured worker and steward’s regular or premium rate of pay as the case may be.

24.02 The Union, the Employer and the employees acknowledge their specific duties and responsibilities pursuant to the Occupational Health and Safety Act, R.S.O. 1990, Chap. 0.1, as amended from time to time.

(a) Occupational Health and Safety Committee: The Employer agrees to establish an Occupational Health and Safety Committee that meets the requirements set out in applicable legislation.

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

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

(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.

(c) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all Safety Rules and practices.

24.03 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, or to substantiate restrictions with respect to the employee's ability to perform work, the employee will bear the cost of such certificate. If the Employer requires a second medical opinion, the Employer shall bear the cost of obtaining such second opinion. The Employer agrees that it shall direct the persons with whom it shares medical information to respect and maintain the confidentiality of the medical information. This shall not restrict the Employer from asking employees for a medical certificate for continual absences of one (1) day or more where there is legitimate reasons to do so.

24.04 Where an employee suffers from a medical condition which restricts her from being exposed to tobacco smoke, the Employer, the Union and the employee shall co-operate 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.

24.05 WHMIS and First Aid Training

Employees will be required to complete a WHMIS Training self-study program on an annual basis as a condition of continued employment. The

Employer shall provide the Union with a copy of the WHMIS Training self-study program, only if the test/training is new or revised, at least one (1) week prior to the programs being distributed.

24.06 (a) Where the Employer is aware that a client suffers from an infectious disease as defined in the Health Protection and Promotions Act, the Employer shall advise the employee upon offer of the assignment 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 and accepts the assignment, the employee shall apply standard or additional precautions as indicated.

(c) 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 Employer may impose the specific penalty of termination from employment. Where, at arbitration, the Employer establishes, on a balance of probabilities, that an employee has disclosed information contrary to this provision, the Arbitrator or Board of Arbitration, as the case may be, shall not inquire into the penalty imposed.

(d) Where an employee suffers from an infectious disease, the employee shall advise the Employer and the Employer shall be free to assign the employee to assignments which minimize health risks to the client and employee.

ARTICLE 25 GENERAL

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

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

25.03 Any notice to any employee under the Collective Agreement may be given personally (either directly or by telephone) or prepaid registered post addressed to the employee at her last address shown on the staff list or on the payroll of the Employer and such notice shall be deemed to have been received on the second day following the date of mailing.

25.04 Retroactivity

Wages and Pay Equity increases shall be paid as set forth in the Wage Schedule by separate cheque, as soon as possible, but not later than two (2) pay periods from the date the Union notifies the employer of ratification of Agreed to Issues.

ARTICLE 26 TERM

26.01 This Agreement shall come into effect on the 1st day of April, 2009 and will continue in effect until 31st day of March, 2010 and shall continue automatically thereafter for periods of one (1) year each unless either party notifies the other in writing not more than 90 days immediately prior to the expiration date. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than thirty (30) days after the date of such written notice.

Dated this 2 day of January, 2011 at Thunder Bay, Ontario.

For Bayshore Health Care:

[Signature]
[Signature]
Robert J. Law

For SEIU Local 11 Canada:

[Signature]
[Signature]
S. D'Amore

Bayshore Wage Schedule
April 1/09– March 31/10

		Jan 1/09	Abr 1/09	Jan 1/10
		Pay Equity	General	Pay Equity
		0.16	1% /	0.16
RN	Start	20.94	21.15	21.31
	1500 hrs.	22.05	22.27	22.43
	3000 hrs.	24.36	24.60	24.76
	4500 hrs.	26.53	26.80	26.96
	9000 hrs.	29.96	30.26	30.42
RPN				
	Start	16.24	16.40	16.56
	1500 hrs.	17.56	17.74	17.90
	3000 hrs.	19.14	19.33	19.49
	4500 hrs.	21.77	21.99	22.15
	9000 hrs.	24.68	24.93	25.09
		PayEquity	General	Pay Equity
		0.18	1%	0.18
PSW or	Start	13.48	13.61	13.79
Equivalent*	1500 hrs.	13.74	13.88	14.06
	3000 hrs.	13.99	14.13	14.31
	4500 hrs.	14.32	14.46	14.64
HSW				
	Start	12.31	12.43	12.61
	1500 hrs.	12.51	12.64	12.82
	3000 hrs.	12.73	12.86	13.04
	4500 hrs.	12.94	13.07	13.25
* The Employer confirms a Developmental Service Worker's Certificate is equivalent to a PSW Certificate.				

MEMORANDUM OF AGREEMENT

BETWEEN

SEIU LOCAL 1 CANADA

And

BAYSHORE HOME HEALTH

RE: RPN's Working PSW Hours

The parties acknowledge Home Care RPN hours are currently low and as such RPN's have requested the opportunity to work PSW hours. In consideration of this circumstance the parties agree to the following. This agreement shall remain in effect until such time as either party provides three (3) months notice to the other. PSW visit/shifts will be offered in order of seniority, and in accordance with Article 13, to RPN's only after all PSW's have been offered the work.

RPN's who accept such shifts will be paid on the same step of the PSW grid as they are currently paid on the RPN grid.

Date this 3 day of January, 2011.

FOR BAYSHORE HOME HEALTH:

FOR SEIU LOCAL 1 CANADA:

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

SEIU LOCAL 1 CANADA

And

BAYSHORE HOME HEALTH

RE: Additional Funding

Bayshore expects to receive additional funding when their nursing contract is extended or renewed in November 2010, and Homemaking is extended or renewed in March 2011 by the CCAC through the LHINs and the Ministry of Health and Long Term Care. In the event that such funding is received Bayshore will discuss with the Union how the funds might be utilized to increase, of but not limited to, wages and/or travel for the RNs and RPNs and PSW/HSW respectively.

To the extent that we have discretion of the allocation of new funding, if any, the parties will make the best decision possible, balancing the interest of all stakeholders, recognizing that compensation (wages, travel and benefits) is extremely important. Bayshore as the Employer, maintains the right to assign resources to the most appropriate area based on the needs of the entire organization.

Date this 3rd day of January, 2011.

FOR BAYSHORE HOME HEALTH:

FOR SEIU LOCAL1 CANADA:

[Signature]
Woodley
Wood J. Lee

[Signature]
[Signature]
S. D'Amore

WITHOUT PREJUDICE

TRIAL PERIOD FOR 6 MONTHS

Letter of Understanding

HOME SUPPORT ONLY
SCHEDULING

AND NEW FULL-TIME, PART-TIME AND CASUAL POSITIONS

(Note: This Trial shall be renewed or amended in the next round of collective bargaining, but shall continue until such time as the parties agree to amend it.)

1. Elect to work status shall cease for home support only. Employees with seniority hours above 8,000 seniority as at November 1, 2010 will have the right to maintain their elect to work status. Employees must make such election within two (2) weeks following ratification on a form provided by the employer clearly setting forth their options.
2. Employees will provide their availability to work, on a monthly basis, with one month in advance, as the form attached as schedule B. Employees who do not provide their availability shall be deemed to have provided their availability from the previous month. The final schedules will be confirmed with employees no later than Friday prior to the next schedule week.
3. Weekend Availability

Employees (full-time, part-time) must be available one weekend in two (a weekend is both Saturday and Sunday).

A full-time employee must select from either (F1 or F2) or F3, but the resultant availability must reflect two full-time employees available on the F3 time slots. If the original employees' choices do not result in such a schedule, the least senior employees will be deemed to have chosen F3 as necessary to achieve availability of two full-time employees on that F3 time slot.

A part-time employee must select from either (P1 or P2) or P3, but the resultant availability must reflect three part-time employees available on the P3 time slots. If the original employees' choices do not result in such a schedule, the least senior employees will be deemed to have chosen P3 as necessary to achieve availability of three part-time employees on that P3 time slot.

Casual employees must be available one weekend in four (at least one time slot on each day of the weekend).

A weekend is defined as 0600 Saturday – 2300 Sunday for the purposes of scheduling.

Full Week Availability

Full-time employees must indicate availability for at least forty (40) hours (including travel time) per seven (7) day week choosing one of the day time slots as per schedule B for Monday to Friday.

Part-time employees must indicate availability for twenty (20) hours (including travel time) per seven (7) day week choosing at least three (3) evening slots from Schedule B for Monday to Friday.

Employees can volunteer for permanent Part-time P3 positions and the employer will consider such request. If more employees volunteer than the employer requires, the employer will select based on the rules set out in 4. below.

The employer will post vacancies for the necessary full-time and part-time positions. The employer will post vacancies in accordance with section 12 and shall utilize the criteria of 13.03(a) and (b) to determine the successful applicants to a given job posting. The most senior applicant able to meet the normal requirements of the job shall be the successful applicant. All other positions will be casual positions.

A full-time employee is an employee who will be assigned shifts on a priority basis amongst all employees from the availability to a maximum of thirty-five (35) hours (including travel time) per week. Such assignments will be made in accordance with 13.03(a) and (b), it being understood that the seniority determination of 13.03(b) is among full-time employees. If an employee is not scheduled for thirty-five (35) hours (including travel time) in a given week she shall be paid for thirty-five (35) hours (including travel time) unless she was absent or declined any scheduled shift. In the event that she declines or is absent for a scheduled shift she shall be paid for thirty-five (35) hours (including travel time) less the hours absent in the week. Full-time employees must accept offers of work on shifts where they have indicated availability.

A part-time employee is an employee who will be assigned shifts on a priority basis amongst all employees (after all full-time employees are assigned their target hours) from the availability to a maximum of fifteen (15) hours (including travel time) per week. Such assignments will be made in accordance with 13.03(a) and (b), it being understood that the seniority determination of 13.03(b) is among part-time employees. If an employee is not scheduled for fifteen (15) hours (including travel time) in a given week she shall be paid for fifteen (15) hours (including travel time) unless she was absent or declined any scheduled shift. In the event that she declines or is absent for a scheduled shift she shall be paid for fifteen (15) hours (including travel time) less the hours absent in the week. Full-time employees must accept offers of work on shifts where they have indicated availability.

A casual employee is an employee who is neither full-time nor part-time, and who is assigned work to available shifts in accordance with 13.03(a) and (b) after full-time and part-time employees are assigned their targets noted above. Casual employees

can have no more than three (3) client work refusals (within the forty-eight (48) hour window of Article 13.02(b)) in a calendar quarter.

8. If unassigned shifts are available after the process after each full-time employee has been assigned thirty-five (35) hours (including travel time) and each part-time employee has been assigned fifteen (15) hours (including travel time) these shifts will be offered in accordance with the collective agreement.
9. Full-time and Part-time employees who change their availability in accordance with 13.02(b) cannot decrease their hours below that identified by their status (i.e. forty (40) hours per week for full-time and twenty (20) hours per week for part-time).

VACATION SCHEDULE

1. Employees will provide their preferred vacation weeks to the employer on or before March 1 of each year.
2. Employees must indicate second preference weeks of vacation as well.
3. The employer will allocate weeks of vacation in accordance with its vacation quotas, and will post the vacation schedule by March 31 of each year. Conflicts in vacation request will be determined by seniority.
4. Employees who do not provide their preferences prior to March 1, will not be able to use their seniority to bump scheduled vacations established within the vacation quota and any requests for vacation may be refused based on the quotas available for the time requested.
5. Delete paragraph "following" 20.03(c), except as it applies to elect to work employees.

WORK ASSIGNMENTS

1. Full-time and part-time employees who refuse to work hours assigned from their indicated available shifts for three (3) occasions in a calendar year, will lose their full-time and part-time status. Absence due to illness is not a work refusal. The third and subsequent occasion of absence due to illness may require a doctor's note or it will be deemed to be a work refusal. It is understood that full and part-time staff do not have the option to change their availability with a note (i.e. 13.01(b) does not apply).

LAYOFFS

Delete Article 11 and replace with:

1. If the employer determines that it needs to reduce the number of full-time positions in a given classification, the full-time employee with the least seniority in the classification will have the choice of:
 - ♦ Accepting lay-off; or

- ♦ Bumping the least senior part-time employee in the classification, who has less seniority, or
 - ♦ Bumping the least senior casual employee in the classification, who has less seniority.
2. If the employer determines that it needs to reduce the number of part-time positions, in a given classification, the part-time employee with the least seniority will have the choice of:
 - ♦ Accepting lay-off; or
 - ♦ Bumping the least senior casual employee in the classification who has less seniority.
 3. If the employer determines that it needs to reduce the number of casual position, the casual employee in the classification with the least seniority will be laid off.
 4. ESA notice of layoff and severance shall apply to affected employees, notwithstanding any criteria relating to the size or payroll of the employer.
 5. The employer will provide the Union four (4) week's notice of layoff, which shall not be added to employee notice.
 6. Employees shall retain the right of recall for a period of thirty-six (36) months, it being understood that severance does not apply during the period of recall.
 7. Maintain current 11.01 (b).

JOB POSTING

Amend 12.02 by deleting the first paragraph and replacing it with the following:

12.02 The Employer will determine the number of full-time and part-time individual client care positions and post vacant positions as follows:

Add to 13.02(b) the following:

The written notice shall be provided on the form set out in Schedule B attached.

13.02, 13.03 are deemed to operate in conjunction with the new scheduling proposal and new full-time, part-time, casual position.

AVAILABILITY SCHEDULE B

Full-time please choose one of the following time slots		Part-time please choose one of the following time slots	
F1	7:00 am to 2:00 pm	P1	7:00 am to 11:00am
F2	6:00 am to 1:00 pm	P2	1:00 pm to 5:00 pm
F3	4:00 pm to 9:00 pm	P3	4:00 pm to 9:00 pm
F4	Please indicate interest in 24 hour shifts	P4	Please indicate interest in 24 hour shifts

Sun	Mon	Tue			Fri	Sat
						1 <input type="checkbox"/>
2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	6 <input type="checkbox"/>	7 <input type="checkbox"/>	8 <input type="checkbox"/>
9 <input type="checkbox"/>	10 <input type="checkbox"/>	11 <input type="checkbox"/>	12 <input type="checkbox"/>	13 <input type="checkbox"/>	14 <input type="checkbox"/>	15 <input type="checkbox"/>
16 <input type="checkbox"/>	17 <input type="checkbox"/>	18 <input type="checkbox"/>			21 <input type="checkbox"/>	22 <input type="checkbox"/>
23 <input type="checkbox"/>	24 <input type="checkbox"/>	25 <input type="checkbox"/>			28 <input type="checkbox"/>	29 <input type="checkbox"/>
30 <input type="checkbox"/>	31 <input type="checkbox"/>					

Date this 3 day of January, 2011.

FOR BAYSHORE HOME HEALTH:

[Signature]
Woodley
Wood J. Sun

FOR SEIU LOCAL 1 CANADA:

[Signature]
J. Knudsen
S. D'Amico