

315 F
112
718 Employees

Unit No. 180 & 180A

SOURCE	Union		
EFF.	96	01	01
TENAL.	97	12	31
No. OF EMPLOYEES	430		
NOMBRE D'EMPLOYÉS	430		

COLLECTIVE AGREEMENT

BETWEEN

VISITING HOMEMAKERS ASSOCIATION

- A N D -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204



EFFECTIVE: JANUARY 1, 1996

EXPIRY: DECEMBER 31, 1997

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COLLECTIVE AGREEMENT

BETWEEN:

VISITING HOMEMAKERS ASSOCIATION
(the "Association")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(the "Union")

ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Association and its employees represented by the Union which will not interfere with the normal operation of the Association.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Association recognizes the Union as the exclusive bargaining agent of all employees of Visiting Homemakers Association in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02 The Association also recognizes the Union as the exclusive bargaining agent of all employees of Visiting Homemakers Association in Metropolitan Toronto, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, office and clerical staff. These persons shall be collectively referred to as part-time employees and shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement which forms a part of this Agreement.

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

3.04 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 practised 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 Association 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 Association.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Association agrees that it shall not lock out 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, slow 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 Association is a private organization dependant upon public and private funding and volunteer support. Nothing in this Agreement shall be intended or interpreted as limiting the ability of the Association 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 Association's operations and the direction of the working force are fixed exclusively with the Association and shall remain solely with the Association except as specifically limited by an 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 Association to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, transfer, assign, lay-off, recall, promote, increase or decrease work assignments and determine standards of performance and work assignments;
- (c) discharge, suspend, demote or otherwise discipline employees provided that a claim by an employee who has successfully completed her probationary period that she has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (d) make, enforce, and alter from time to time reasonable rules and regulations governing the conduct of the employees and to be observed by the employees which are not inconsistent with the provisions of this Agreement;
- (e) generally to manage the services in which the Association is engaged or may become engaged and without in any way restricting the generality of the foregoing to determine the types of services to be provided and the programs required to carry out those services including the right to plan, direct and control services, facilities, programs, courses, procedures, methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs; and
- (f) to take all steps as may be deemed available by the Association to carry out the Associations' mandate to provide quality services to the community and to obtain funding to provide such services.

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

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

6.01 The Association 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 shall notify the Association, 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 completion of their probationary period.
- (c) Union dues will be deducted from the employees' pay each calendar month and the same shall be remitted by the Association to the Union not later than the last day of the month in which such deductions were made.
- (d) The Association 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 Association 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 Association, the Union agrees to indemnify and save harmless the Association against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 7 - RELATIONSHIP AND REPRESENTATION

7.01 The Association agrees that the Business Agent or the Chief Steward of the Union shall be given the opportunity of interviewing each new employee once, within thirty (30) calendar days of hiring, for the purpose of informing such employee of the existence of the Union at the Association. The Association shall advise the Union from time to time of the names of the persons to be interviewed,

and the time and place for such interview, the duration of which shall not exceed ten (10) minutes.

7.02 Union Stewards, Grievance Committee, Negotiating Committee

- (a) The Association agrees to recognize not more than seven (7) employees selected by the Union as stewards (one of whom shall be the Chief Steward) for the purpose of representing employees and dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Association agrees to recognize four (4) of the stewards, selected in accordance with (a) above as the Grievance Committee (one of whom shall be the Chief Steward). A general representative of the Union may be present at any meeting of the Grievance Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (d) The Association further agrees to recognize a Negotiating Committee comprised of six (6) employees to be elected, or appointed from amongst employees in the bargaining unit. In addition, a general representative of the Union shall be permitted to assist the Negotiating Committee in all collective agreement negotiations with the Association.
- (e) Employer/Employee Committee

The Association and the Union agree to form a committee consisting of up to four (4) representatives for each of the parties to meet every two months at a mutually agreed upon time to discuss matters of mutual interest and concern to the parties including the distribution of government and non-government work. These meetings will be held during normal working hours.

7.03 For the purposes of this Article, the names of the stewards and members of the Grievance Committee and Negotiating Committee shall be given to the Association in writing from time to time as well as the effective date of their respective appointments. The

Association 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 Association shall be immediately informed in writing of any change of a steward or committee member.

7.06 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 Association. Wherever and whenever possible, and by mutual agreement of the parties grievance meetings, negotiating meetings and other committee meetings shall be scheduled outside of the employee's regularly scheduled hours and shall be attended without **pay**.

7.07 For grievance meetings that are scheduled during the employee's regularly 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 Association up to, but not including arbitration.

7.08 The Union further acknowledges and agrees that stewards and members of the Grievance and Negotiating Committees have regular duties to perform in connection with their employment and will not absent themselves from their duties without first obtaining permission to do so from their immediate supervisor on duty at the time. The stewards and committee members will first obtain the supervisor's permission before undertaking any such business and when such business has been completed, the employee(s) shall advise the supervisor. Such permission shall not be unreasonably withheld however, it is agreed by the Union that Union business shall not be conducted on the Association's premises or any premises where services are provided during business hours. The only exception to this clause shall be the grievance procedure hereinafter set out. In accordance with such understanding, a general representative of the Union shall, after giving notice to the Association, be permitted to enter the Association's premises during the course of normal business hours to attend such business.

7.09 For negotiating meetings that are scheduled during the committee members' regularly scheduled hours of work, the committee members shall receive their pay for any hours actually lost due to attendance at such negotiating meetings with the Association, up to but not including conciliation.

7.10 The Association undertakes to instruct all members of its supervisory staff to co-operate with Union stewards in carrying out the terms and requirements of this Agreement.

7.11 The Union agrees to secure from its officers, stewards and members their co-operation with the Association and with all persons representing the Association in any supervisory capacity.

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 Association 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 Association shall inform the employee of this right in advance.

If an employee is suspended or discharged, the Association shall notify the Union of such suspension or discharge in writing, within five (5) working days following the date of the suspension or discharge.

8.04 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly **as** possible and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. If an employee has a complaint, such complaint shall be discussed with her immediate supervisor within ten (10) calendar

lays after the circumstances giving rise to the complaint have originated or occurred. If the complaint is not resolved in the initial discussion, a face to face meeting shall be held at a location that is mutually agreeable which will not be at the home of the client and which is within the original time frame of ten (10) calendar days. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) calendar days, the employee may proceed with the grievance within ten (10) calendar days following the decision of the immediate supervisor. Any employee is entitled, upon request, to have a Union steward present with her when meeting with the immediate supervisor to attempt to adjust her complaint.

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

Step 1

The employee with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to her immediate supervisor. The immediate supervisor will deliver her decision in writing within ten (10) calendar days following the day on which the written grievance was presented to her. Failing settlement, then:

Step 2

Within ten (10) calendar days following the decision in Step 1, the employee must submit the written grievance to the Senior Program Supervisor. Within ten (10) calendar days of receipt of the grievance by the Senior Program Supervisor, unless extended by mutual agreement of the parties in writing, a meeting shall be held between the Association, an official of the Union, the grievor and the steward at which time the grievance shall be discussed. The decision of the Association shall be given in writing within ten (10) calendar days following this meeting.

8.06 Failing settlement under the foregoing procedure, either party may submit the matter to arbitration within ten (10) calendar days after the decision under Step 2 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.

3.07 Policy Grievance

A grievance or complaint arising directly between the Association and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Union at Step 2 (except that grievance shall be submitted to the Executive Director of the Association) within ten (10) calendar days following the circumstances giving rise to the grievance. Failing settlement under Step 2 within ten (10) calendar days, the grievance may be submitted to arbitration in accordance with Article 8.06. However, it is expressly understood that the provisions of this Article may not be used by the Union to institute a grievance or complaint directly affecting an employee which she could have instituted herself and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is an Association 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.

8.08 Discharge Grievance

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 and for any reasons satisfactory to the Association 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 Association and the representatives of the Union shall be final and binding upon the Association, the Union and the employee(s) involved.

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 the 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 Chairman of the Board of Arbitration. If they are unable to agree upon such a Chairman within a reasonable period of time after the appointment of the second nominee, they shall then request the Office of Arbitration of the Ministry of Labour for the Province of Ontario to appoint a Chairman. If the parties agree in writing, a Sole Arbitrator may be substituted for a Board of Arbitration in which case, the provisions of this Article shall appropriately apply.

9.02 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.

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

9.05 The proceedings of the Board of Arbitration will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee(s) concerned.

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

ARTICLE 10 - SENIORITY

10.01 Probationary Period

A new employee will be considered on probation until after she has completed sixty (60) days of work in the bargaining unit within any twelve (12) calendar months, it being understood that a further period of probation of thirty (30) working days may be established by mutual agreement between the Union and Association. Where the

period of probation is extended by the Association the Association will notify the Union in writing.

Notwithstanding anything in this Agreement, probationary employees shall have no seniority standing and the Association may suspend, discharge or otherwise discipline a probationary employee at any time during the employee's probationary period or any extension thereof for any reason whatsoever and such action by the Association shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties. During the probationary period any extension thereof, the probationary employee shall have no rights whatsoever under this Agreement.

10.02 Upon successful completion of such probationary period, the employee's name will be placed on the appropriate seniority list and credit shall be given for the number of days of work actually completed by the employee with the Association since the date of last hire.

10.03 Seniority Lists

Seniority lists shall be prepared according to the records of the Association on an annual basis and posted on a bulletin board provided by the Association. Separate seniority lists shall be prepared for all full-time and part-time employees. Seniority as posted shall be deemed to be final and no subject to complaint unless such complaint is made within twenty (20) 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 Definition of Seniority

Employees will accumulate seniority on the basis of their continuous service in the bargaining unit and shall have seniority dating from the last date of hire except as otherwise provided herein. Seniority shall be recognized on a bargaining unit-wide basis.

10.05 Transfer of Service and Seniority

An employee whose status is changed from full-time to part-time shall receive credit for her full service and seniority in accordance with Article 10.04. **An** employee whose status is changed from part-time to full-time shall receive credit for

seniority and service on the basis of one (1) year equals 1600 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting periods or other requirements of those plans.

10.06 Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) fails to report for scheduled work assignments for three (3) consecutive scheduled assignments without notifying the Association of such absence and providing a reason satisfactory to the Association for the absence or, is absent from work for three (3) consecutive scheduled assignments without permission from the Association;
- (d) has been laid off for the lesser of eighteen (18) calendar months or the length of her seniority;
- (e) is absent due to illness or disability (including absences for which absence continues for the lesser of twenty-four (24) calendar months or a period equivalent to the employee's length of seniority at the time the illness or disability commenced. N.B.: This article is to be interpreted consistent with the provisions of the Ontario Human Rights Code;
- (f) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for any purpose other than that for which it was granted;
- (g) fails to accept reasonable work assignments having regard to the location of such assignments on five (5) occasions within any period of thirty (30) calendar days upon being notified by the Association that such work is available. It is the employee's responsibility to ensure that her home address and telephone number are current at all times. If the employee fails to do so, the Association will not be responsible for failure to notify.

- (h) fails to indicate her intention to return to work within five (5) working days to report to work within ten (10) working days after she has received notice of recall in accordance with Article 11.

ARTICLE 11 - LAY-OFF AND RECALL

11.01 In the event of a lay-off, the Association agrees that employees shall be laid off 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 Association they have the ability to perform the available work. It is the responsibility of employees to ensure that the Association has a current address and telephone number at all times. If an employee should fail to do so, the Association will not be responsible for failure of any communication to reach the employee.

11.02 Any employee who is laid off may displace an employee with less seniority provided that she possesses the necessary skills and qualifications, is capable of performing the duties for such work and provided that any such displacement does not result in an inconsistency of service to the Association's clients.

11.03 In determining the ability of an employee to perform available work, the Association will consider:

- (a) professional qualifications, training, experience, education, knowledge, ability to perform the normal requirements of the job; and
- (b) seniority.

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

11.04 Employees on lay-off are entitled to apply for any vacancies and new positions in the bargaining unit arising out of a job posting.

ARTICLE 12 - JOB POSTING AND PROMOTIONS

12.01 In order to ensure that employees are given the opportunity of applying for vacancies and new positions in the bargaining unit,

The Association agrees to post all full-time vacancies covered by this Agreement for a period of five (5) consecutive working days. A vacancy shall be defined as a permanent opening in the bargaining unit where the number of employees required by the Association exceeds the number of the Association's employees. The Association may temporarily fill any vacancies while observing the procedure set forth in this Article.

12.02 The notice of vacancy shall contain the following information: nature of the position, job description, required knowledge and education, ability and skill, and wage rates. Nothing in this Article shall prevent the Association from filling the advertised job from within the bargaining unit or from any other source after the job has been properly posted and all applications have been given consideration. 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 or for promotion to a bargaining unit position, the Association agrees to use all available information to determine which applicant is qualified to perform the requirements of the job. The Association will consider:

- (a) professional qualifications, training, experience, education, knowledge, ability to perform the normal requirements of the job; and
- (b) seniority

Where the Association determines that the factors in (a) are relatively equal, seniority shall be the governing factor. Job applicants may include all employees of the Association and persons applying from outside the Association.

12.04 In the event that the Association establishes a new method of scheduling work assignments, the Association agrees to give preference to employees in accordance with their seniority, skills, experience, qualifications and ability to perform the normal requirements of the job.

ARTICLE 13 - WAGES

13.01 The Association agrees to pay and the Union agrees to accept the schedule of wage rates attached hereto as Appendix "B" and Appendix "C" and which form part of this Agreement.

.3.02 Effective on the date of ratification all wage rates shall be frozen at current levels and employees shall remain at the step in the wage scale that they had on that date.

13.03 Employees who are performing government work as defined by Appendix "B" may be assigned, upon agreement, to private sector and non-government work as defined by Appendix "C". However, they shall be remunerated at the rates of pay and conditions for receiving remuneration for travel established under Appendix "C". It is understood that the hours worked under Appendix "C" shall not be included in the calculations for determining entitlement under Article 22.01.

13.04 Employees who work guaranteed hours who are offered private sector or non-government clients and refuse to work shall have the number of hours of work refused deducted from the guarantee for that pay period.

13.05 Employees who are performing private sector and/or non-government work as defined by Appendix "C" may be assigned, upon agreement, to government clients as defined by Appendix "B". However, they will be remunerated at the minimum rate of pay established under Appendix "B" but will continue to receive the benefits to which they are entitled under Appendix "C".

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Bereavement Leave

An employee who has successfully completed the probationary period who notifies the Association as soon as possible following a death in her "immediate family" shall be granted up to three (3) consecutive days **off** without loss of her regular pay (provided she was otherwise scheduled to work on the three (3) consecutive days) from the date of death up to and including the date of the funeral. "Immediate family" means spouse, parent, brother, sister, son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

14.02 Education Leave

- (a) Where employees are required by the Association to take training courses and seminars for the purposes of upgrading or acquiring new skills and qualifications, the Association shall grant such employees leaves of absence

without pay. However, the Association shall pay to such employees any reimbursement that it may receive to defray the cost of wages of the employees who attend such training courses or seminars. The payment to employees shall not exceed the amount of the reimbursement received. The Association shall pay the cost of such courses or seminars.

- (b) A leave of absence, without pay, to take further training courses or seminars related to the employee's work with the Association may be granted upon written application by the employee to her Senior Program Supervisor. It is understood and agreed that the Association will, wherever practicable in accordance with its scheduling requirements, arrange schedule work assignments of employees attending such training courses or seminars to permit such attendance.
- (c) Notwithstanding the provisions of this clause, where the Association offers courses, workshops or lectures to employees, attendance at such courses, workshops or lectures will be considered voluntary and attendance shall be without pay.

14.03 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 Association, 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 Association immediately upon the employee's notification that she will be required to attend at court or at the inquest;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Association the full amount of compensation received for such jury duty or attendance (excluding mileage, travelling and meal allowances) and an official receipt thereof; and

- (d) notwithstanding the above provisions, in order to qualify for payment hereunder, the employee will report to the Association for work during the assigned hours when she is not required to attend at court or at the inquest.

14.04 Union Leave

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 Association and does not interfere with the proper care of the Association'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 (Monday to Friday); and
- (c) a request must be made in writing and approved by the Association at least twenty-one (21) days prior to the commencement of the function for which the leave is requested.

14.05 Personal Leave

An employee who has successfully completed the probationary period may apply for a leave of absence without pay for legitimate personal reasons and provided that the employee can be spared having due regard for the proper and efficient operation of the Association and the needs of the Association's clients, the Association may grant or withhold any application for leave of absence depending upon the circumstances. Application for such leave shall be made in writing to the Association 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. A leave of absence for thirty (30) calendar days or less will not affect an employee's seniority. If the Association granted a leave of absence in excess of thirty (30) calendar days, the employee's seniority will be preserved but will cease to accumulate beyond that thirty (30) days.

14.06 Pregnancy/Parental Leave

- (a) Pregnancy or Parental leave, without pay, will be in accordance with the provisions of the Employment Standards Act.

Pregnancy leave is a leave of absence for a period of seventeen (17) weeks, by reason of the employee's pregnancy.

Parental leave is a leave of absence for a period of eighteen (18) weeks by reason of the birth of an employee's child (not the mother), the coming of the child into custody, or for the care and control of the child by the parent for the first time.

- (b) **An** employee who has been employed by her Employer for at least thirteen (13) weeks may apply for pregnancy and/or parental leave under the provisions of the Employment Standards Act upon written request to the Association for a total leave under these provisions of thirty-five (35) weeks. **An** employee may, upon written request to the Association, not later than four (4) weeks following the actual date of her delivery, apply for an extension of her pregnancy and parental leave for a further period which may not exceed eight (8) weeks.
- (c) **An** employee who intends to work beyond the end of her sixth (6th) month of pregnancy shall, if requested to do so by the Association, submit to the Association an acceptable medical certificate indicating that the performance of her work will not be materially affected by the pregnancy and that the continued performance of her work will not be a hazard to her pregnancy. The Association expressly reserves the right to determine whether the employee's duties can reasonably be performed by a pregnant woman or whether her work is materially affected by the pregnancy.
- (d) During any authorized maternity leave, the employee will be responsible for the employee portion of subsidized employee benefits in which she is participating. The employee may arrange with the Association to prepay the employee portion of the premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.

- (e) **An** employee who intends to resume her employment following her maternity leave or parental leave shall advise the Association of her intention at least two (2) weeks before her expected date of return. On her return to work she shall be reinstated to her position or provided with alternative work of a comparable nature at not less than her wages at the time the maternity leave began. **An** employee shall continue to accrue seniority while on maternity leave.
- (f) In the event that an employee wishes to return to work before the expiration of a period of six (6) weeks after the delivery, she may request that the duration of her pregnancy and parental leave be so shortened by giving the Association two (2) weeks' notice of her intention to do so and upon furnishing to the Association an acceptable medical certificate indicating that the employee, in the opinion of a legally qualified medical practitioner, is able to resume her work. The Association shall advise the employee in writing of its consent or denial of such request, but such consent shall not be unreasonably withheld.

14.07 Adoption Leave

- (a) **An** employee with at least one (1) year of seniority with the Association who qualifies to adopt a child may apply in writing to the Association for a leave of absence without pay for a period of up to three (3) months' duration or such greater time as may be required by the adoption agency concerned. The total adoption leave shall not exceed six (6) months.
- (b) **An** employee who may apply for adoption leave hereunder shall advise the Association of her qualifying to adopt as soon as her qualification is established and shall request the adoption leave forthwith upon receipt of confirmation of the pending adoption. Permission for the adoption leave shall not be unreasonably withheld by the Association.
- (c) During any authorized adoption leave, the employee will be responsible for the employee portion of subsidized employee benefits in which she is participating. The employee may arrange with the Association to prepay the employee portion of the premium of the subsidized

employee benefits for the entire period of the adoption leave to ensure coverage.

ARTICLE 15 - INJURY AND DISABILITY

15.01 Workers' Compensation Injury

In the case of an accident or injury for which an employee will be compensated by the Workers' Compensation Board, the Association 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 - HEALTH AND SAFETY

16.01 Accident Prevention - Joint Health and Safety Committee

- (a) The Association and the Union agree that they mutually desire to maintain standards of health and safety in the Association in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Association agrees to form a Joint Accident Prevention - Health and Safety Committee comprised of two (2) representatives to be named by the Association 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 month or more frequently at the request of either representatives of the Association or the Union to 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 Association agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (g) The Union agrees to endeavour to obtain the full co-operation of its members in the observation of all safety rules and practices.

ARTICLE 17 - HOLIDAYS

17.01(a) The Association recognizes the following as paid holidays for full-time employees:

New Years Day	Civic Holiday
Good Friday	(first Monday in August)
Victoria Day	Labour Day
Canada Day	Thanksgiving Day
Boxing Day	Christmas Day

17.02(a) To be eligible for holiday pay an employee must have completed her probationary period and must have completed her scheduled work assignment immediately prior to and immediately following the holiday.

(b) Employees shall be entitled to a floating holiday which may be taken at a time mutually convenient to the employee and the Association. Employees shall submit in writing to the Association their request for the floating holiday as far in advance of the day as possible, but no later than two (2) weeks prior to the date requested and approval for the holiday shall be granted in writing.

(c) The pay for a holiday shall be the average of the employee's daily hours, exclusive of overtime hours, worked in the thirteen (13) weeks preceding the holiday calculated by dividing the number of daily hours worked, exclusive of overtime, by the number of days worked in the thirteen (13) weeks preceding the holiday.

17.03 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.

17.04 An employee who does not report for a scheduled work assignment on a holiday after having been requested to do so by the Association shall lose her entitlement to holiday pay.

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

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

ARTICLE 18 - VACATIONS

18.01 All full-time employees shall be entitled to vacation with pay based on length of continued service calculated as of the 1st day of January of each year. An employee who on that date has service with the Association as shown below shall receive the following vacation benefits:

- (a) an employee with one (1) or more years but less than three (3) years shall receive two weeks' vacation with vacation pay equal to four percent (4%);
- (b) an employee with three (3) or more years but less than eight (8) years shall receive three (3) weeks' vacation with vacation pay equal to six percent (6%);
- (c) employees with eight (8) or more years but less than fifteen (15) years shall receive four (4) weeks' vacation with vacation pay equal to eight percent (8%).
- (d) Employees with fifteen (15) years of service or more shall receive five (5) weeks vacation with vacation pay equal to ten (10) percent.

18.02 Employees who have less than one (1) year's continuous service with the Association on the 1st day of January of each year shall receive one (1) day's vacation for each full month of service up to ten (10) days' vacation with vacation pay equal to four percent (4%) provided that no employee is entitled to take vacation time until after the completion of six (6) months of continuous employment with the Association.

18.03 Vacations may be taken at any time during the vacation year (between January 1 and December 31). Vacation may be carried over into March 31 of the next vacation year. Employees shall be given preference with respect to their vacation periods in accordance with seniority, subject to the Association's requirements as to sufficient availability of staff to meet the needs of the Association's clients.

18.04 An employee shall submit her vacation request in writing to the Association as far in advance of her vacation as possible but it is agreed that during desirable vacation times (Christmas period and July/August) requests shall be submitted not less than eight (8) weeks prior to the intended vacation.

18.05 Where an employee is entitled to four (4) weeks' vacation in accordance with clause 18.01(c), the Association may require the employee to split her vacation into two (2) periods, to be taken at different times, in order that the operation of the Association may not be affected and in order that desirable vacation times (Christmas period and July/August) will be more equitably distributed.

18.06 An employee whose scheduled vacation 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 and not vacation during the relevant time. However, if an employee has exhausted her sick leave credits, the days of ill-ness shall be without pay. The portion of the employee's vacation which is deemed to be sick leave will not be counted against the employee's vacation entitlement in accordance with this Article.

ARTICLE 19 - MEAL ALLOWANCE

19.01 Where an employee who has completed a scheduled work assignment is required by the Association to remain at that assignment for three (3) hours or more, she will be entitled to one

(1) free meal, not to exceed Six Dollars (\$6.00) in value or the equivalent amount in cash, in addition to overtime rates.

ARTICLE 20 - HOURS OF WORK

20.01 For the purpose of computing overtime pay the normal hours of work for full-time employees shall be eight (8) hours per day and the normal work week shall be forty (40) hours. The work week shall be five (5) days, Monday to Friday, between the hours of 8:00 a.m. - 6:00 p.m. This clause shall not be considered as a guarantee of hours of work in a day or in a week.

20.02 The Association shall use its best efforts to provide employees with the maximum number of hours requested by employees in accordance with an employee's stated availability. The number of hours actually worked by employees in a day or in a week is fully dependent upon:

- (a) an employee's stated availability;
- (b) the number of hours of service ordered by the Association's purchasers of service;
- (c) the needs of the Association's clients.

20.03 Where an employee is scheduled to work a full day assignment or two (2) assignments in a day for a total of eight (8) hours or less, included in the assignments(s) shall be:

- (a) time worked;
- (b) two (2) fifteen (15) minutes rest periods, one in the morning and one in the afternoon; and
- (c) one-half (1/2) hour paid lunch break. The employee may arrange to take the full one-half (1/2) hour lunch break with either the morning or the afternoon client depending on client condition.

20.04 Where an employee is scheduled to work two (2) assignments in a day which total less than eight (8) hours, included therein shall be:

- (a) time worked; and

- (b) two (2) fifteen (15) minutes rest periods, one in the morning and one in the afternoon.

20.05 Where an employee is scheduled to work only one assignment in a day for a total of four (4) hours or less, the assignment shall include:

- (a) time worked; and
- (b) one (1) fifteen (15) minute rest period.

20.06 The Association will endeavour to arrange work assignments for employees within one (1) hour from the employee's residence or other designated location as mutually agreed to by the employee and the Association. If the Association fails to do so, the employee shall be paid at the rate of one and one-half (1 1/2) times her regular hourly rate of pay if, at the request of the Association, any additional time is worked as a result of travel time in excess of one (1) hour.

ARTICLE 21 - OVERTIME

21.01 Full-time employees covered by this Agreement shall be paid for all hours worked in excess of the normal hours of work each week at the rate of one and one-half (1 1/2) times her regular hourly rate of pay.

21.02 An employee who is assigned to work on Saturday or Sunday in accordance with Article 23, shall be paid at the rate of one and one-half (1 1/2) times her regular hourly rate of pay for all hours worked in excess of the normal weekly hours of work.

21.03 Employees shall be paid for all scheduled work assignments on the seventh (7th) consecutive day worked at the rate of two (2) times her regular hourly rate of pay.

21.04 There shall be no pyramiding of the premium provisions of this Article.

21.05 The Association agrees to distribute overtime as equitably as practical. Employees shall co-operate with the Association in working overtime when requested.

ARTICLE 22 - REIMBURSEMENT FOR TRAVEL

22.01 The Association agrees to pay Appendix B homemakers for travel costs in accordance with the following schedule:

- (a) \$19.15 per pay period where the employee works **62** or more billable hours within that pay period.
- (b) **\$13.00** per pay period where the employee works **39** or more billable hours but less than **62** billable hours within that pay period.
- (c) \$8.00 per pay period where the employee works 19 or more billable hours but less than **39** billable hours within that pay period.

22.02 Subject to supervisor's approval, the agency will also provide reimbursement for taxi fare from the nearest T.T.C. stop to the client's residence where time, distance or weather conditions warrant. In such situations the employee must remit a taxi receipt to the agency, in order to receive reimbursement.

22.03 The agency will pay straight time for travel in excess of half hour subject to supervisory approval before trip is taken. Paid in 1/2 hour blocks.

ARTICLE 23 - WEEKEND WORK

23.01 Employees shall be required to be available for weekend work up to five (5) times in a calendar year. Employees on the weekend roster must be available for work on the weekend dates her name appears on the roster. On a long weekend employees on the roster must also be available to work on the holiday.

23.02 No employee on the weekend roster will be required to work on both days on a weekend.

23.03 The Association shall attempt to contact employees on the roster with their weekend assignments prior to 5:00 p.m. on the Friday preceding the weekend. **An** employee who has not been contacted by the Association by 5:00 p.m. on the Friday preceding the weekend will not be required to work on the weekend.

23.04 An employee who works on Saturday or Sunday will be paid at her regular hourly rate of pay unless she is entitled to overtime pay in accordance with Article **21.02**.

ARTICLE 24 - SICK LEAVE/SICK PAY

24.01 Full-time employees shall be provided with forty-eight (**48**) hours of sick pay leave credits to be used in the case of illness or injury (except illness or injury for which workers' compensation benefits are or could be received) as time off with pay.

24.02 After an employee has exhausted her sick leave credits, any excess days of illness or injury for which an employee is unable to work shall be without pay. However, when an employee's sick leave credits have been exhausted, at the request of the employee and subject to the approval of her Senior Program Supervisor, annual vacation may be substituted for unpaid sick days.

24.03 An employee who has exhausted her sick leave credits and continues to be absent due to illness or injury (whether or not workers' compensation benefits are being received) will be responsible for the employee portion of the subsidized employee benefits in which she is participating. Upon receipt by the Association of the employee's portion, the Association will continue to pay its portion of such benefits.

24.04 Following an absence due to illness or injury (whether or not workers' compensation benefits were being received) a medical certificate from a physician may be required by the Association before the employee may return to work.

24.05 When an employee who is scheduled to work is unable to do so due to illness or injury, she must notify the Association and leave a message with the answering service no later than **7:00** a.m. on the day she is scheduled to work.

24.06 Unused sick leave credits may be accumulated i.e. carried over from year to year.

ARTICLE 25 - CALL IN PAY

25.01 If an employee who has left a client's residence after completing a scheduled work assignment is subsequently called back to work for an assignment prior to her next scheduled assignment

he shall be paid a minimum of four (4) hours' pay at one and one-half (1 1/2) times of her regular hourly rate of pay. This clause shall not apply where an employee is instructed to report early for a previously scheduled work assignment.

ARTICLE 26 - MISCELLANEOUS

26.01 Bulletin Board

The Association will provide a bulletin board in a mutually satisfactory location at the Association's official office or offices 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 Association for approval prior to being posted.

26.02 Personnel File

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 twenty-four (24) months following the date of such letter, suspension or other sanction provided that the employee's record has been discipline free for such twenty-four (24) month period.

26.03 Employees who report for any scheduled work assignment will be guaranteed the number of hours specified in the assignment except when such work is not available due to conditions beyond the control of the Association.

26.04 Printing Costs

The Association and the Union will share equally in the costs of printing of the Collective Agreement in a form mutually agreed upon.

ARTICLE 27 - DURATION OF AGREEMENT

27.01 This Agreement shall be effective on the date of ratification hereof and shall continue for thereafter until December 31,

1997. Thereafter, this Agreement shall continue from year to year unless written notice of intent to terminate or amend this Agreement is given by either party within a period of ninety (90) days immediately prior to the expiration date. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than thirty (30) days after the date of such written notice.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this day of

Feb 4 1997.

FOR THE UNION:

FOR THE ASSOCIATION:

B. Lyman

Susan Power

F. Pryce

Warren

Elizabeth R. Bell

Glenn

L. Dwyer

Beggy Riley

PR/AJ

APPENDIX "A"

(ref: Article 2.02 "Part-time Employees")

A.1 The foregoing provisions of this Collective Agreement shall also apply to part-time employees (as defined in Article 2.02) even where the reference is to full-time employees except that part-time employees shall:

- (a) receive maternity leave in accordance with the provisions of the Employment Standards Act, not under Article 14.06;
- (b) receive vacation and vacation pay as determined under the Employment Standards Act, not under Article 18.01;
- (c) not be entitled to sick leave/sick pay under Article 25.

APPENDIX "B"

Schedule of Wage Rates for government clients
Including Down Payment on Pay Equity
Effective April 1, 1994

Classification	Rates before Down Payment On Pay Equity	Down Payment On Pay Equity	Pay Equity Adjustment	Rate Including down payment and adjustment on Pay Equity
Homemaker - I	\$ 8.75	\$1.25	.17	\$10.17
Homemaker - II	9.25	1.25	.17	10.67
Homemaker- III	9.73	1.25	.17	11.15
Homemaker - IV	10.20	1.25	.17	11.62
Home Cleaners	8.00	1.25	.17	9.42

(06)

Government clients are defined as Metro Home Care and Metro Social Services and government work has a corresponding meaning. All other clients and work full under Appendix "C".

Effective January 1, 1997, amend Appendix "B" by deleting the classification of Home Cleaners and transferring it to Appendix "C" as Home Cleaners (P.S.).

APPENDIX "C"

Schedule of Hourly Wages Rates
for
Private Sector and Non-Government Clients

Home Companion	\$7.75
Home Helper	\$8.00
Homemaker (P.S.)	\$8.75
Home Cleaner (P.S.)	\$9.42

It is understood that these rates include all appropriate pay equity adjustments.

Private Sector and non-government clients are defined as all clients other than Metro Home Care and Metro Social Services and private sector and non-government work have a corresponding meaning. Metro Home Care and Metro Social Services fall under Appendix "B".

Employees employed in the classifications under Appendix "C" shall be covered by the provisions of this Collective Agreement except that such employees shall:

- (a) be granted bereavement in accordance with Article 14.01 - Bereavement Leave except that the leave of absence granted under the article shall be without pay.
- (b) receive maternity/parental leave in accordance with the Employment Standards Act, not under Article 14.06 - Pregnancy/Parental Leave.
- (c) receive holidays and holiday pay in accordance with the Employment Standards Act, not under Article 17 - Holidays.
- (d) receive vacation and vacation pay as determined under the Employment Standards Act, not under Article 18.01 - Vacations.
- (e) not be entitled to meal allowance under Article 19 - Meal Allowance.
- (f) not be entitled to the provisions of Article 20.06.
- (g) not be entitled to any reimbursement for travel under Article 22 - Reimbursement for Travel, except that the Association

will pay travel time to employees where the Association is reimbursed for such travel time by its clients and, where the Association is not reimbursed for travel time, it will not be paid by the Association.

- (h) not be entitled to the sick leave/sick pay under Article 24 - Sick Leave/Sick Pay.
- (i) not be entitled to call-in pay under Article 25 - Call-in Pay.

LETTER OF UNDERSTANDING

June 1991

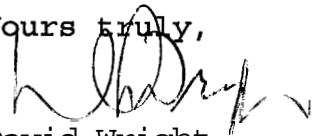
Mr. Mark Ortlieb
Business Agent
Service Employees International
Union, Local 204
1 Credit Union Drive
Toronto, Ontario
M4A 2S6

Dear Mr. Ortlieb:

This is to confirm that those employees who are currently in Category III (60 hour guarantee) and Category IV (70 hour guarantee) of the Association's Categories of Employment shall remain in these categories until the termination of their employment, providing they continue to meet the eligibility requirements.

The current eligibility requirements provide that any period of non-availability automatically cancels the 60 or 70 hour guarantee for the pay period. Non-availability is applied when an employee is unavailable for work (i.e. cannot be reached by the Association for a work assignment or refuses to work during any period of stated availability for which she has no previously scheduled assignment: when requested to do so).

Yours truly,



David Wright
Executive Director

Confirmed:

M. Ortlieb
S.E.I.U., Local 204

LETTER OF UNDERSTANDING

In the event the Association may lose a portion of its work with government sector clients as defined in Appendix "B" or if such clients intend to reduce the hourly rate paid to the Association for the work performed for them, the Association and the Union agree to meet to discuss the most appropriate method of addressing the impact of such changes on the Association and its employees including the reopening of the Collective Agreement.

Unless otherwise stated, all the terms of this Settlement shall be effective on the date of ratification.