COLLECTIVE AGREEMENT

-between-

VICTORIAN ORDER OF NURSES
THUNDER BAY AND DISTRICT BRANCH

-and-

SERVICE EMPLOYEES UNION
LOCAL 268

Term: Apr. 1, 2004 – Mar. 31, 2005
COLLECTIVE AGREEMENT

Between

VICTORIAN ORDER OF NURSES
THUNDER BAY AND DISTRICT BRANCH

hereinafter referred to as the Employer,

OF THE FIRST PART;

-and-

SERVICE EMPLOYEES UNION Local 268,

hereinafter referred to as the "Union"
and specifically on behalf of the employees
in the collective bargaining unit set forth in Article 2 of this
Agreement,

OF THE SECOND PART.
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Should you have any concerns regarding issues in the workplace, please contact your stewards.

Chief Steward: 

Phone: 

E-mail: 

Steward: 

Phone: 

E-mail: 

For Health & Safety concerns, please contact your Health & Safety Representative.

Health & Safety Rep: 

Phone: 

E-mail:
FOR YOUR INFORMATION

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

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

The entire responsibility for payment of dues to a Local Union within the time required by the provisions of this Article is the sole obligation of each member individually and cannot be delegated to the Local Union or any of its representatives, or to any person whether a delegate, shop steward or otherwise. Effective May 1st, 1978, all full-time members will be solely responsible for the payment of their dues when not deducted at the Union Office prior to the last day of the month in which they are owing.

UNION OFFICE

1200 W. Walsh St. Thunder Bay, Ontario P7E 4X4
(807) 475-4217 Toll Free: 1-877-695-3617
For further information see: www.seiulocal1.on.ca

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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 and the Ontario Labour Relations Act.

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

ARTICLE 2       SCOPE AND RECOGNITION

The Employer recognizes the Union as the bargaining agent for all Homemakers and Personal Support Workers employed by the Victorian Order of Nurses Thunder Bay and District, in the City of Thunder Bay, save and except supervisors, persons above the rank of supervisor and employees in bargaining units for which any trade union held bargaining rights as of the date of application (November 30, 2001).

ARTICLE 3       UNION SECURITY AND DUES DEDUCTION

3.01 Union Security and Dues Deduction: As a condition of employment, all new employees hired after the signing of this agreement and for the duration of this agreement, shall be
come members of the Union. They shall remain members in good standing as long as they are employed by the Employer.

Notwithstanding anything contained in this article, the Employer shall not be required to discharge any employee to whom membership in the Union has been denied or terminated.

3.02 (a) It will be a condition of employment that each employee covered by this agreement sign and deliver to the Employer an authorization form for the deduction of the regular monthly Union dues or their equivalent.

(b) It will be a condition of employment for all employees covered by this agreement that amounts equivalent to regular Union dues, as established by the Union from time to time, will be deducted from their earnings and remitted to the Union. Such deductions will commence with the first deduction date following date of employment. No deductions shall be made in any month in which an employee does not receive any pay from the Employer.

3.03 Remittance of Deductions: The Employer shall remit to the Secretary-Treasurer of the Union once each month the Union dues or the equivalent thereof so deducted.

The amount so deducted shall be remitted to the Secretary-Treasurer of the Union by the 15th of the following month in which such dues are deducted.

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 Employer shall provide a Union Bulletin Board in a suitable location.

(b) The Union shall have the right to post notices of meetings and such notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to the Executive Director or designate for approval before posting. All outdated notices shall be removed by the Union forthwith.

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.

3.09 **New Employee Interview:**

(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. The union will provide once each year a complete employee list including, name, address, PC, and phone number to the Employer, the Employer will verify the accuracy of the list. It is agreed that a representative of the Union will be
given an opportunity to interview each newly hired employee during orientation and the Employer will cooperate with the Union in arranging this interview time during working hours. The interview time shall not exceed fifteen (15) minutes per employee.

(b) The Employer will provide each employee covered by this Agreement a copy of the Collective Agreement each time the Agreement is renewed. 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 practiced upon any employee because of membership or non-membership in the “Union” (which is hereby recognized as a voluntary act on the part of the individuals concerned); nor on any other grounds prohibited by the Ontario Human Rights Code as amended from time to time.

ARTICLE 5   DEFINITIONS

5.01 “Homemaker/Personal Support Worker” shall include only such persons coming within the scope of the bargaining unit as referred to in Article 2.

5.02 “Homemaker” is a staff member who has obtained a Level I, II, or III Employee Certificate or equivalent training.

5.03 “Personal Support Worker” is a staff member who has completed the Personal Support Worker course and obtained the Personal Support Worker Certificate or equivalent training.
5.04 "Executive Director" shall mean the Executive Director of Victorian Order of Nurses Thunder Bay and District Branch, or a person appointed to act in her absence.

5.05 "Arbitration Board" shall mean a three-person Board of Arbitration as herein provided or a single arbitrator selected by the Employer and the Union.

5.06 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.

5.07 "Steward" shall mean an employee of the Employer duly accredited as such by the Union who has passed their probation period.

5.08 "Representative" shall mean a staff member of S.E.I.U. Local 268.

5.09 "The Union" shall mean the Service Employees Union Local 268 affiliated with the S.E.I.U., A.F. of L., C.I.O. and C.L.C.

5.10 "The Employer" shall mean the Victorian Order of Nurses Thunder Bay and District Branch.

**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 from time to time alter rules and regulations to be observed by employees;

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

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

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

6.03 All matters concerning the operation of the Branch not dealt with herein shall be reserved to the Employer and be its sole responsibility.

**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, 1995.
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.

(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.

(d) It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate manager. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours.

(e) Official Service Employees Union Steward lapel pins may be worn by Stewards that have been confirmed in writing to the Employer by the Union.

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.
(b) The Employer shall be notified of the names of the employees selected for this committee. All members of the committee shall be employees of the Employer who have acquired seniority.

(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 but not including conciliation/mediation.

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 two (2) employee representatives selected by the Union and two (2) Employer representatives shall meet at a time and place mutually satisfactory. The request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of 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 Committee shall mutually determine its own procedures and the time and frequency of meetings, whether or not other person (s) should attend a particular meeting of the Committee because of the agenda item(s) to be discussed. There will be no loss of pay for employees attending these meetings.

8.04 Occupational Health and Safety Committee: Recognizing its responsibility under the applicable legislation, the Employer agrees to accept as member of its Health and Safety Committee one (1) representative selected by the Union from amongst the employees.
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) The employee may request the assistance of the Union Steward to handle a specified complaint with the immediate Manager.

(b) Where an employee is called before a Manager or Administration, for the purpose of discipline, she will be informed that she has the right to have a Union Steward present. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

Where the Employer deems it necessary to discipline, suspend or discharge an employee, the Employer shall notify the Union of such discipline, suspension or discharge in writing, within three (3) days.

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

(d) Failing a settlement within five (5) days, it may then be taken up as a grievance within five (5) days following
her immediate Manager’s decision in the following manner and sequence:

**STEP ONE:** The employee shall submit the grievance, in writing, and signed by her, to her immediate Manager. The employee may be accompanied by a Union Steward. The immediate Manager 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 Union Steward within five (5) days thereafter to the Executive Director 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 submission of the grievance at Step Two, unless extended by mutual agreement of the parties. The decision of the Employer shall be delivered in writing within ten (10) days following the date of such meeting.

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

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

9.04 **Arbitration:**

(a) Should any grievance fail to be satisfactorily settled on the foregoing procedure, the Union may within fifteen (15) days following receipt of the answer from the Executive Director or her designate, notify the Employer in writing of its desire to submit the grievance to arbitration.
(b) The Union and the Employer may agree upon a sole arbitrator to hear the matter and for this purpose will exchange nominations.

(c) Failing agreement between the Union and the Employer within ten (10) days as to a sole arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three (3) members, and either the Union or the Employer may inform the other in writing of its desire to submit the matter to arbitration by a three-person Board, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be Chairman. If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies.

(d) No person may act as an arbitrator who is a member of the Union or the Employer's Board of Directors or an employee of either the Union or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

(e) The Arbitration Board shall hear and determine the difference 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 Chairman shall govern.

(f) If the grievance is not referred to arbitration within the said fifteen (15) day period, the grievance will be deemed to have been finally abandoned.
9.05 **Time Limits:** No grievance may be processed to arbitration unless it has been properly processed through the Grievance Procedure and within the time limits established by this Collective Agreement.

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 with 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 Executive Director or her designate and the Union designate.

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

9.07 **Compensation of Arbitration Board:** The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the Chairman or of a single arbitrator.
9.08 **Place of Hearing:** Arbitrations shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Union and the Employer.

9.09 **Agreements During Grievance Procedure:** All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the Employees.

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

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

(a) confirming the Employer's action in discharging the employee, or

(b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,

(c) any other arrangement which may be deemed just and equitable.

9.11 **Union and Employer Grievance:** A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall be originated at Step 2 within fourteen (14) 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 Executive Director or her designate. The Employer and the Union shall have ten (10) days to try to resolve the grievance by discussion. Should the parties agree to extend the time limits for the resolution of a grievance under this Article, the party with whom the grievance was filed shall have five (5) working days from the holding of a meeting between the parties to deliver its written answer to the grieving party. If such grievance cannot be resolved by discussion, such grievances may be referred to arbitration pursuant to Article 9.04.

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

9.12 Group Grievance: Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Executive Director 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 Each newly hired employee shall be on probation for six hundred and fifty (650) hours worked from the date of the employees’ last hire by the Employer. If the probation is to be extended it is understood and agreed that any extension to a probationary period will not exceed an additional 300 hours worked and where requested the Employer will advise the employee and
the Union of the basis of such extension. During the probationary period, the employee shall be entitled to all rights and benefits of this Collective Agreement except that she may only grieve a termination or disciplinary action on the basis of the standard set out below. Seniority shall be effective from the date of hire.

The parties agree that probationary employees may be dismissed or terminated during the probationary period, in the sole opinion of the Employer, for such consideration as, but not limited to, unsatisfactory work performance and suitability as an employee.

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

10.03 Seniority: Seniority shall be defined as total hours worked with the Employer in the bargaining unit.

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:

(a) There will be one (1) combined seniority list for Homemakers and Personal Support Workers. All employees presently on staff will have seniority credited to them based on the number of hours worked from the date of last hire. The Employer shall provide the Union with a copy of the seniority list prior to the ratification of this contract.

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.
On the 15th of the fourth month following ratification of this Collective Agreement, the Employer will furnish the Union office and steward with a copy of the employees' seniority list including hours up to the last day of the month before the fourth month. Thereafter seniority lists shall be provided on the 15th of every third month inclusive of hours up to the last day of the month before.

(b) Seniority shall be maintained and accumulated under the following circumstances:

i) While actively at work.

ii) During any period of absence on sick leave or the first thirty (30) months of absence due to compensable injury and during such months as are required under the Workplace Safety and Insurance Act.

iii) During maternity leave and parental leave according to the Employment Standards Act.

iv) During the first thirty (30) days of any unpaid leave.

v) Seniority shall accrue based on the average hours worked over the previous three (3) calendar months.

(c) Accumulation of Seniority: During an unpaid leave of absence exceeding thirty (30) continuous calendar days, the employee will no longer accumulate seniority, nor will she continue to accumulate service for purposes of vacation entitlement for that period of the absence exceeding thirty (30) continuous calendar days.
(d) Seniority and service shall accumulate for the first thirty (30) months of any unpaid sick leave.

10.06 **Loss of Seniority:** An employee shall lose all seniority, and be notified in writing, and shall be deemed terminated if:

(a) Employee quits.

(b) Employee is discharged and the discharge is not reversed through the grievance and arbitration procedure.

(c) Employee fails to return to work upon the expiration of the leave of absence or utilize a leave of absence for the purpose other than that which it is granted.

(d) Employee has been laid off for thirty (30) months.

(e) Employee is absent due to illness or disability which absence continues for thirty (30) calendar months from the time the disability or illness commenced. This clause will be interpreted consistent with the provisions of the Ontario Human Rights Code, 1981.

(f) i) within five (5) calendar days after receiving a notice of recall, the employee fails to signify her intention to return to work.

   ii) the employee fails to report to work within ten (10) calendar days after she has received notice of recall unless other arrangements have been made between the employee and the Employer.
(g) Employee has not worked any hours for a period of six (6) months excluding the following periods:

i) any period of time in which an employee was laid off

ii) any time an employee was in receipt of W.S.I.B. benefits directly attributable to employment with the Employer

iii) any period an employee 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

iv) any other approved leave contemplated by this Agreement.

10.07 (a) Transfer to Positions Outside of the Bargaining Unit: An employee who is transferred to a position outside of the bargaining unit for a period of up to six (6) months shall 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 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 position outside of the bargaining unit under (a) above for a specific task which does not exceed a period of six (6) months and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and
agreed that an employee may decline such offer to assume the task. The six (6) month period referred to above may be extended by agreement of the parties.

ARTICLE 11  LAY-OFFS AND RECALLS

11.01 In the event that the Employer determines that the number of employees available for work should be reduced, layoff will be in accordance of article 11.02 (a). If the Employer later determines that the number of employees available for work should be increased, recall will be in accordance to article 11.02 (b).

11.02 (a) Lay-off: In the event of a lay-off affected employees shall be laid off in reverse order of bargaining unit seniority subject to availability, skills and experience required in the specific assignment, and the ability to meet specific client needs. An employee’s ability to meet specific client needs shall be determined using the following criteria:

i) urgency of client need;

ii) ability to provide appropriate care to the client;

iii) continuity of care, where the lack of continuity would likely lead to an adverse effect on the health of the client;

iv) language and cultural needs of the client;

v) client preferences or requests explained to the employee upon request to the manager.

Employees who are laid off shall be given a record of employment within five (5) days.
(b) **Recall:** An employee laid off under 11.01 shall be recalled to a vacant position in order of seniority subject to their availability, skills and experience required in the specific assignment, and the ability to meet specific client needs. An employee’s ability to meet specific client needs shall be determined using the following criteria:

i) urgency of client need;

ii) ability to provide appropriate care to the client;

iii) continuity of care, where the lack of continuity would likely lead to an adverse effect on the health of the client;

iv) language and cultural needs of the client;

v) client preferences or requests explained to the employee upon request to the manager.

11.03 It is the sole responsibility of the employee who is being recalled to notify the Employer of her intention to return to work within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after receiving such notification. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.

11.04 If the Employer lays off an employee, such employee shall be offered any work, subject to 11.02 (b) which becomes available.
11.05 All employees represented by the union who are on lay-off will be given all job opportunities subject to 11.02 (b) before any new employee is hired.

11.06 A laid off employee shall retain the rights of recall for a period of thirty (30) months from the date of lay-off.

ARTICLE 12 OPERATIONAL CHANGES

12.01 In the event that circumstances require the Employer to lay off or substantially reduce the hours of work of the employees in the bargaining unit, the Employer will provide the Union with notice as soon as reasonably possible after the circumstances arise.

12.02 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 13 LEAVES OF ABSENCE

13.01 Bereavement Leave:

(a) An employee who notifies the Employer as soon as possible following a death in the immediate family shall be granted up to five (5) working days off work, without loss of her regular pay for her regularly scheduled hours for one (1) working day. “Immediate family” shall mean parent, step-parent, guardian, spouse, (including common-law spouse), child, step-child, mother-in-law, father-in-law, grandparent, grandchild, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. The Employer may grant a similar leave for the critical illness of an above mentioned relative.
(b) Where travel is required or in exceptional circumstances additional unpaid leave of up to two (2) days may be granted upon request.

13.02 Education Leave:

(a) A leave of absence, without pay, to take further education related to the employee’s work with the Employer may be granted upon written application by the employee to the Employer. Only one (1) employee may be off at a time on this leave. The employee shall have completed one (1) year of continuous service and the leave shall be granted on the basis of seniority. The Employer shall return the employee to her former position at the end of the leave unless her position has been deleted in which case she shall be given a comparable position.

(b) If required by the Employer, an employee shall be granted a leave of absence without pay and without loss of seniority to write examinations.

(c) The Employer will endeavour to post notice of training courses they receive that may be of interest to the employees. The posting of such notice does not imply that the employer endorses, sponsors, or will in any way compensate any employee to attend.

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

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.

13.04 Pregnancy and Parental Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, unless otherwise amended.

(b) The employee shall endeavour to give written notification at least four (4) weeks but not less than two (2) weeks, prior to the commencement of her leave together with her expected date of return.

(c) Credit for service for purposes of salary increment and vacation shall continue to accrue during the seventeen (17) weeks of the pregnancy leave.

(d) Credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the pregnancy leave.

(e) During the seventeen (17) weeks of Pregnancy Leave, the Employer will continue to make employer contributions to VON pension unless the employee has advised the Employer, in writing, that she does not wish to continue to make the employee contribution to such plan.

(f) The employee shall endeavour to reconfirm her intention to return to work on the date originally provided to
the Employer in written notification to be received by the Em-
ployer at least four (4) weeks but not less than two (2) weeks in
advance thereof. If an employee intends to return on a date earlier
than the original date of return she must give at least four (4)
weeks notice.

(g) The employee shall be reinstated to her for-
mer position unless the position has been discontinued. If the
position of the employee does not exist the Employer shall rein-
state the employee to a comparable position subject to the follow-
ing consideration for wages as stated in the Employment Stan-
dards Act 1993 Section 43 (3).

The Employer shall pay a reinstated employee wages that are at
least equal to the greater of,

i) the wages the employee was most recently
paid by the Employer; or

ii) the wages that the employee would be
earning had the employee worked through-
out the leave.

13.05 Parental Leave:

(a) Parental leave will be granted in accordance
with the provisions of the Employment Standards Act, unless
otherwise amended.

(b) For the purpose of this Article, parent shall
be defined to include a person with whom a child is placed for
adoption and a person who is in a relationship of some perma-
nence with a parent of a child and who intends to treat the child as
her own.

(c) The employee shall endeavour to give writ-
ten notification at least four (4) weeks, but not less than two (2)
weeks prior to the commencement of her leave together with her expected date of return. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence in writing, upon receipt of confirmation of the 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.

(d) Credit for service for purposes of salary increment and vacation entitlement shall continue to accrue during the first thirty-five (35) weeks of the parental leave.

(e) An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave to a period of up to six (6) months in total duration, consideration being given to any requirements of adoption authorities. Written notice by the employee to extend the parental leave will be given at least four (4) weeks, but not less than two (2) weeks prior to the termination of the initially approved leave.

(f) Credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the thirty-five (35) weeks of the parental leave.

(g) During the thirty-five (35) weeks of Parental Leave the Employer will continue to make employer contributions to the VON pension plan unless the employee has advised the Employer, in writing, that she does not wish to continue to make the employee contributions to the plan.

(h) The employee shall endeavour to reconfirm her intention to return to work on the date originally provided to the Employer by written notification at least four (4) weeks, but not less than two (2) weeks, in advance thereof. If an employee
intends to return on a date earlier than the original date of return she must give at least four (4) weeks notice.

(i) The employee shall be reinstated to her former position unless the position has been discontinued. If the position of the employee does not exist the Employer shall reinstate the employee to a comparable position subject to the following consideration for wages as stated in the Employment Standards Act 1993, Section 43 (3).

The Employer shall pay a reinstated employee wages that are at least equal to the greater of,

i) the wages the employee was most recently paid by the Employer, or

ii) the wages that the employee would be earning had the employee worked throughout the leave.

13.06 Full-time Union Office: Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee from the bargaining unit may be on such leave. Such leave, if granted, shall be for a period of six (6) months from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement.

13.07 Union Leave:

(a) The Employer shall grant leave of absence without pay to a maximum of fifteen (15) days per calendar year, 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.

(b) In requesting such leave of absence for an employee or employees, the Union must give at least ten (10) days clear notice in writing to the Employer.

(c) The Employer will pay the regular salary to the employee and bill the Union for the time. Time spent on approved union leave during regularly scheduled hours will be coded as union leave and paid out by the Employer and the Union will be billed for all such time paid.

13.08 Leave of Absence:

(a) (i) The Employer may grant a leave of absence without pay to any employee. A request for leave of absence and reply under this paragraph must be in writing by both the Employer and the employee. Such leave shall not be unreasonably denied.

(ii) In any case where an employee is granted leave of absence without pay of one (1) week or greater, she shall not be required to work the weekend following the leave of absence.

(b) If the leave of absence without pay does not exceed thirty (30) calendar days the employee’s seniority will continue to accumulate subject to 10.05 (b) based on the hours worked in the thirty (30) days prior to the leave of absence.

(c) If such leave of absence without pay exceeds thirty (30) continuous calendar days, the employee will no longer accumulate seniority.
(d) An employee on leave of absence of two (2) months or more is required to give confirmation of the date of her return to work at least fourteen (14) calendar days prior to her return except in unusual circumstances. In any event the employee will make every effort to give at least thirty (30) calendar days notice.

(e) After a leave of absence of four (4) months or more, the Employer will familiarize the employee with any changes in policies and procedures prior to assigning her to her regular duties.

13.09 Workplace Safety and Insurance:

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

**ARTICLE 14 HOURS OF WORK**

14.01 Hours of Work

(a) The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. The parties agree that the very nature of this work is unpredictable and may be arranged on a flexible basis.

(b) The normal hours of work for employees shall be up to thirty-seven and one-half (37 1/2) hours per week. The Employer and the employee may mutually agree to regularly scheduled hours of work which are less than the normal hours of work.

(c) Employees shall have the right to refuse an offer of shift assignment when such shift assignment is offered by
the Employer however, refusals of assignments may result in an employee being unable to obtain hours of work approximating their desired number of weekly hours of work.

(d) Each employee must provide the Employer with a written notice setting out the days and times that the employee will be available to accept a work assignment from the Employer. For new employees, this written notice shall be provided to the Employer at the time of the employee's orientation meeting.

(e) The Employer will endeavour to offer consecutive shift assignments.

14.02 The Employer shall make every reasonable effort to schedule employees in accordance with the employee's commitment and availability and the availability of work. Employees who work less than thirty-seven and one-half (37 1/2) hours per week and who wish to work additional hours shall advise the Employer, in writing, of the time when they are available.

Offering Assignments: Employees shall be scheduled work assignments by seniority subject to their availability, skills and experience required in the specific assignment, and the ability to meet specific client needs. An employee's ability to meet specific client needs shall be determined using the following criteria:

i) urgency of client need;

ii) ability to provide appropriate care to the client;

iii) continuity of care, where the lack of continuity would likely lead to an adverse effect on the health of the client;
iv) language and cultural needs of the client;

v) client preferences or requests explained to the employee upon request to the manager.

14.03 A work assignment may change in schedule or duration from time to time, and in such case will not be considered to be a “new assignment” within the meaning of 14.02.

14.04 Assignment Cancellation: In the event that an employee’s assignment is cancelled with less than three (3) hours notice the employee shall be paid for one hour work. Employees who are requested to leave the visit by the client shall be paid for the regular scheduled visit.

14.05 In no circumstances will an employee be entitled to “bump” or otherwise displace another employee during the term of a shift assignment except on agreement of the parties.

14.06 Paid Time to Working Time – Time paid by the Employer for bereavement leave is to be recognized as time worked for the purpose of calculation of overtime.

14.07 Orientation: Orientation shall be offered to provide employees training for special needs clients. Time at orientation shall be working time. Employees attending staff meetings shall be paid their regular rate of pay. Employees shall be paid their regular rate for attending any mandatory meetings.

14.08 The Employer shall make every reasonable effort to schedule employees returning from a leave of absence of one month or less the caseload clients they held prior to the leave.

The Employer shall make every reasonable effort to schedule employees returning from a leave of absence greater
than one (1) month but less than three (3) months the caseload hours they held prior to the leave.

14.09 **Overtime:**

(a) All time worked by an employee in excess of eighty (80) hours in a bi-weekly period shall be considered overtime. All overtime is subject to the prior approval of the Employer.

(b) All overtime hours worked shall be compensated at the rate of one and one-half (1 ½) times the employee’s regular rate of pay.

**ARTICLE 15 MILEAGE ALLOWANCE**

Employees will be paid, if they provide their own vehicle, a mileage allowance of thirty cents ($0.30) per kilometer. Travel time and mileage allowance shall be paid according to VON guidelines.

**ARTICLE 16 JOB CLASSIFICATION**

16.01 (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within 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 PAID HOLIDAYS

17.01 The Employer recognizes the following days as paid holidays for employees:

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

17.02 An employee who is required to work on any of the holidays listed in Article 17.01 shall be paid for each hour worked on such holiday at the rate of one and one-half (1 ½) times her regular rate of pay.

ARTICLE 18 VACATION

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

(b) All employees who have completed ten (10) or more years of employment as of their anniversary date in a year shall be entitled to receive six percent (6%) vacation pay.
18.02 Vacation pay entitlement shall be calculated at June 1st in each year of employment on the basis of 4% or 6% as applicable according to Article 18.01. Employees will receive vacation pay once per year paid at the applicable percentage, 4% or 6% of gross earnings (exclusive of vacation pay) in the preceding twelve (12) months of employment less deductions required by law. Such vacation pay shall be included on the first pay cheque on or after June 1st of each year.

18.03 Employees who have completed one (1) year of employment but less than ten (10) years of employment as of June 1 in any year shall be entitled to designate two (2) weeks per year as a vacation leave. Employees who have completed ten (10) or more years of employment as of June 1 in any year shall be entitled to designate three (3) weeks per year as a vacation leave. An Employee shall provide the manager with vacation requests April 1st of each year. Vacation pay shall be calculated in accordance with Articles 18.01 and 18.02. 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 14.02 – Hours of Work and Scheduling.

**ARTICLE 19 WAGE ADVANCEMENT**

(a) An employee will be advanced from her present level to the next level set out in the Salary Schedule on completion of fifteen hundred (1500) hours of work since her last advancement.

(b) Employees will be paid on an hourly basis.
ARTICLE 20 _PERSONNEL FILE

20.01 Upon written request, an employee shall have the right to review her personnel file once a year, in the presence of her Manager.

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.

20.02 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.

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

20.04 Upon the request of an employee, any letter of reprimand, suspension or other sanction will be removed from the record of the employee one year from the date of the disciplinary action provided the employee has worked 1500 hours within that year. Any other employee shall have letters removed from their file within 18 months.

20.05 (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 21 BENEFITS**

21.01 A VON Pension Plan is maintained at National Office. Enrollment, participation and the contributions by employees and the Employer will be in accordance with the terms and conditions of that Plan as set out in the booklet provided at negotiations.

21.02 Employees shall receive six percent (6%) of their regular straight time hourly rate in lieu of sick pay, uniform allowance and paid holiday pay.

**ARTICLE 22 GENERAL**

22.01 The costs of any medical examination, re-examination tests or x-rays required by the Employer will be borne by the Employer. This will include any charge levied for filling out forms required by the Employer.

The Employer shall also provide for the employee’s immunization injections.

22.02 Employees shall be paid every other Friday. Cheque stubs (and/or cheques if the employee is not participating in the direct deposit program) shall be ready by 0830 on payday. If a paid holiday listed in Article 17.01 of this Agreement falls on a pay day, the Thursday before the paid holiday will become the pay day for that two (2) week period. A separate cheque payable for km traveled will be issued on the 15th of each month.
Pay cheques will identify hours paid for travel time separate and apart from hours paid for client time.

Upon request the employer will provide each employee annually with total km for the purposes of the employees completing their personal T2200 and T777.

22.03 (a) It shall be the duty of each employee to notify the Employer promptly of any change of name, address, telephone number or any temporary change in residency. 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.

(b) The employee will submit in writing two copies of any change in phone number, address and postal code to the Employer. A copy will be placed in the Steward’s file folder. 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.

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

ARTICLE 23 TERM

23.01 This Collective Agreement shall be effective from April 1, 2004 and shall continue in effect until March 31, 2005, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
23.02 Notice of termination or desire to amend this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

Dated this 24th day of June, 2004.

For
SEIU Local 268:
Bernadine Hoey
Louise Dagenais
Barb Rankin

For
VON:
Armand Colosimo
Harriet Laudadio
Rob Grant
Kim Rutter
LETTER OF UNDERSTANDING

- between -

Victorian Order of Nurses
Thunder Bay & District Branch

- and -

Service Employees Union Local 268

Weekend Scheduling

The parties acknowledge the VON Homemaking Service is a 7 day a week, 24 hour a day operation.

As such in order for the program to remain successful the employer must be able to staff all shifts including weekends.

In order to secure weekend staffing the employer will canvas current staff to determine if they would prefer to work weekends. The employer will endeavour to schedule consecutive concentrated hours of work in a weekend. The employer endeavours to specifically recruit staff for weekend work as well.

Where the employer cannot secure weekend staffing the expectation shall be for current staffing to cover the shifts.

Dated this 24th day of June, 2004.

For
SEIU Local 268:  
Bernadine Hoey
Louise Dagenais
Barb Rankin

For
VON:
Armand Colosimo
Harriet Laudadio
Rob Grant
Kim Rutter
# Schedule "A"

**April 1, 2004 - March 31, 2005**

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OFFICE OF
JUL 29 2004
COLLECTIVE BARGAINING INFORMATION