COLLECTIVE AGREEMENT

BETWEEN

ONTARIO FEDERATION OF HEALTH CARE WORKERS
LIUNA LOCAL 1110

AND

Victorian Order of Nurses for Canada
Ontario Branch, Hastings, Northumberland and Prince Edward Site

Personal Support Workers (PSW’s)

CONTRACT EXPIRY DATE: MARCH 31, 2018
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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer, the Union and PSW’s working for VON, to provide for the prompt settlement of disputes and to establish and maintain mutually acceptable working conditions. It is recognized that the Union and PSW’s wish to work cooperatively with the Employer to provide the best possible community health services.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Ontario Federation of Health Care Workers (OFHCW), LIUNA Local 1110 as the exclusive bargaining agent for all employees working in the capacity of Personal Support Workers (PSW’s) for the Victorian Order of Nurses for Canada – Ontario Branch, Hastings, Northumberland and Prince Edward Site save and except supervisors and those above the rank of supervisor.

*Note – It is understood that the scope above includes both the Activity and Respite Program Employees working in the capacity of PSW’s.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the Employer has retained and shall possess and exercise all rights, functions, power, privileges and authority that is possessed prior to the execution of this Collective Agreement except those that are expressly and specifically relinquished or restricted in this Collective Agreement.

3.02 The Employer retains the sole right to make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Collective Agreement.

3.03 The Employer shall not exercise its management rights in such a way as to be in violation of a specific provision of this Collective Agreement.

ARTICLE 4 - DEFINITIONS

4.01 The following definitions shall be applied to the Agreement:

(a) A “Shift” is a scheduled period of hours of work and may vary in length from three (3) hours to twelve (12) hours. Notwithstanding this, the normal shift for full-time employees will be seven and one-half (7.5) hours as per Article 15.

(b) The “Day Shift” shall be defined as a shift normally commencing on or after 6AM and not finishing later than 4PM. For Respite and Adult Day programs a day shift will normally finish no later than 5PM. Shift starting and finishing times may vary based on client needs.

(c) The “Evening Shift” shall be defined as a shift normally starting on or after 4PM and finishing no later than 11PM. It is acknowledged that current practice involves scheduling some evening shifts to commence at 2PM and finish at 10PM. Shift starting and finishing times may vary based on client needs.

(d) A “full-time” employee is an employee who is regularly scheduled to work the normal full-time hours of this Collective Agreement.
A “part-time” employee is an employee who has made a commitment to be available for work on a regular predetermined basis and who is regularly scheduled less than a full time employee, to a maximum of sixty (60) hours bi-weekly.

A casual employee is an employee who is employed on an elect-to-work basis when required by the Employer based on the employee’s availability. Once a casual employee accepts offered hours they are deemed to have elected to work and must not subsequently cancel.

Wherever the Collective Agreement makes reference to “regular rate of pay” or “regular straight-time rate of pay” this will be interpreted to mean the rate of pay applicable to the kind of service provided, in accordance with the Ministry of Health and Long Term Care 2014 Personal Support Services Wage Enhancement Directive as updated form time to time.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership or non-membership in the Union or by reason of exercising her rights under the Agreement.

5.02 The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except as specifically provided for in this Agreement.

5.03 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap as defined in the Human Rights Code.

5.04 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace. Sexual harassment shall have the same meaning as under the Human Rights Code.

5.05 Violence and Harassment in the Workplace

The parties agree that violence shall be defined as any incident in which any employee is abused, threatened or assaulted while performing work. The parties agree it includes the application of force, threats with or without weapons and verbal abuse.

The parties agree that they are both committed to a harassment-free environment, addressing discrimination and harassment issues in a timely and effective manner, and meeting their obligations in respect to accommodation/modified work.

Harassment means engaging in vexatious conduct or conduct that is known or ought reasonably to be known to be unwelcome. Harassment shall also be deemed to include harassment for reason not specifically prohibited by the Ontario Human Rights Code.

The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to the Program Manager or to the Union (a Union Steward or Business Agent). The Employer will make every reasonable effort to rectify the situation. If any incident is reported to the Employer only, the Employer agrees to notify the Union of any incident within 3 business days.
ARTICLE 6 - NO STRIKE, NO LOCKOUT

6.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts so long as this Collective Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning as set out in the Ontario Labour Relations Act.

ARTICLE 7 - RELATIONSHIP - UNION SECURITY

7.01 The Employer will deduct from the total monthly pay due to each employee a sum equal to the regular monthly Union dues designated by the Union.

7.02 In the case of newly employed employees, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time or casual employee in a month in which the employee does not work.

7.03 The amount of the regular monthly dues shall be that authorized by the Union and the Union shall notify the Employer of any changes therein in writing at least one (1) month prior to the effective date of such change and such notification shall be the Employer’s conclusive authority to make the deduction specified.

7.04 In consideration of the deduction and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.

7.05 The amounts deducted under this Article shall be remitted monthly to the Union’s Provincial Office by the 15th of the following month. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, including their Social Insurance Numbers, addresses, phone numbers and Employee status. The Employer shall notify the Union in writing (with a copy to the local Unit) on a monthly basis of all new hires, discharges or lay-offs.

7.06 The Employer agrees that an officer of the Union or an employee representative shall be allowed a reasonable period of time during the orientation period, not to exceed fifteen (15) minutes, during regular working hours to acquaint newly employed employees with the Union during their orientation period. During such session, membership forms and a copy of the Collective Agreement will be provided to the employee. Orientation session shall be scheduled in advance by the Employer and may be arranged collectively or individually,

7.07 A copy of this Collective Agreement shall be issued by the Union to each employee in the employ of the Employer and to each employee employed during the term of this Collective Agreement and thereafter. The Employer and the Union will, equally share the cost of printing the Collective Agreement in a mutually agreeable manner and form.

ARTICLE 8 - UNION REPRESENTATION

8.01 The Employer will recognize a Union-Management Committee consisting of up to three (3) employees, elected or appointed by the Union and up to a matching number of Employer representatives. Meetings shall be held at the request of either party. Terms of Reference will be mutually established by the Committee. The parties agree that the purpose of the Union-Management Committee includes but shall not be limited to:

(a) Promoting and providing effective and meaningful communication of information and ideas; making joint recommendations of matters of concern including the quality or quantity of service.
(b) Discussing and reviewing matters relating to orientation and education programs.

(c) Any other matter the parties deem to be appropriate for discussion.

8.02 The Employer will recognize a negotiating committee composed of four (4) employees for the purpose of meeting with the Employer to negotiate a renewal agreement.

8.03 The Employer will recognize up to five (5) Union Stewards whose function will be to dispose of any grievance brought before it under Article 10 of this Collective Agreement. It is understood that the Employer shall not be required to pay for more than one (1) Steward to attend any grievance meeting.

8.04 The Employer will accept as a member of its Occupational Health and Safety Committee two (2) employees appointed by the Union.

8.05 Representatives of the Union shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement where the Agreement requires the Employer to pay for such time.

(a) The Employer shall be required to pay employees on the Negotiating Committee up to but not including conciliation.

(b) The Employer will not be required to pay employee representatives on the grievance committee or the grievor for time spent at arbitration hearings.

8.06 The Union shall keep the Employer notified in writing of the names of the employee representatives, committee members and officers of the Certified Bargaining Unit appointed or elected under this Article as well as the effective dates of their respective appointments.

8.07 All reference to employee representatives, committee members and officers in this Collective Agreement shall be deemed to mean employee representatives, Committee members or officers of the Local Union employed by the Employer unless otherwise indicated.

8.09 At any meeting in which discipline is to be imposed, an employee is entitled to be represented by a Union Steward. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

ARTICLE 9 - ORIENTATION AND EDUCATION PROGRAM

9.01 The Employer recognizes the need for an Employer Orientation Program of such duration, as it may deem appropriate, taking into consideration the needs of the Employer and the employees involved.

9.02 Employees recalled from layoff under Article 13, or employees whose probationary period has been extended, may be provided any orientation determined necessary by the Employer. A request by such an employee for orientation shall not be unreasonably denied.

9.03 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in educational programs. The Union supports the principle of its members’ responsibility for their own professional development and the Employer shall attempt where practical to provide programs related to the requirements of the Employer. Available programs will be publicized and the Employer will attempt where practical to provide employees with opportunities to attend such programs during their regularly scheduled working hours.
Where the Employer requires employees to take an education program, the employer shall cover the cost of these programs. This does not include CPR skills certification.

When an employee is on duty and authorized to attend any educational programs within VON during her regularly scheduled working hours, she shall suffer no loss of regular pay.

The Employer agrees to discuss the effect of technological change on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

10.01 The Employer and the Union agree that it is important to address complaints and grievances as quickly as possible. It is understood that an employee has no grievance until she has first discussed her complaint with her Supervisor and the matter has not been resolved.

In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays shall not be counted,

A formal grievance is defined as an alleged difference over the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, an indication of the articles(s) of this Collective Agreement and must be filed within ten (10) days of the circumstance giving rise to the grievance.

The following shall be the procedure for handling and processing grievances submitted by the employee.

Step #1
The employee or steward on her behalf, may submit a grievance in writing to her Manager or designate who shall give her decision within five (5) days of receipt of the grievance.

If the grievance is not satisfactorily resolved at Step #1, the employee may submit the written grievance to the Executive Director or her designate within five (5) days following the decision in Step #1.

Step #2
A meeting will be held between the Employer and the grievance committee within ten (10) days of the referral. It is agreed that a staff representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at the meeting. The Employer’s decision will be delivered within five (5) days of the meeting.

An employee is entitled to be represented by a union representative or another available bargaining unit member of the employee’s choice. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

A claim by an employee that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step #2 within five (5) days after the date the discharge or suspension is imposed.

A claim by an employee that she has been unjustly disciplined (other than discharge or
suspension) shall be treated as a grievance if lodged by the employee in accordance with the time limits and procedures set out in Articles 10.02 and 10.03.

10.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving to management within fourteen (14) calendar days after the circumstances giving rise to the grievance having occurred or ought to have come to the attention of the employee(s). 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 processing of such grievance.

10.06 A grievance arising between the Employer and the Union concerning the interpretation, application, administration or alleged violation of this Collective Agreement may be submitted in writing at Step #2 within ten (10) days following the circumstances giving rise to the grievance or within ten (10) days of the party should have been reasonably aware of the circumstance giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee or employees which such employee(s) could have herself instituted and the regular grievance procedure shall not be thereby bypassed.

10.07 **Arbitration:**

Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within fourteen (14) days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned.

The party referring the matter to arbitration shall name a nominee at the same time.

The recipient of the notice shall, within ten (10) days, inform the other party of the name of its nominee to the arbitration board. The two (2) nominees so selected shall, within fourteen (14) days of the nomination of the second of them, select a mutually acceptable third person who shall be the chairperson. If one (1) of them fails to name its nominee, or the two (2) nominees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

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

10.09 Each party shall pay its own expenses including those for its nominee and witnesses and the fees and expenses of the chairperson shall be borne equally by the parties.

10.10 The Arbitration Board shall not be empowered to alter, modify, add to or amend any part of this Collective Agreement, or to make any decision that is inconsistent with the provisions of this Collective Agreement.

10.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle a grievance.

10.12 The time limits and procedures set out in the Grievance and Arbitration provisions herein are mandatory and failure to comply with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned.

10.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairperson, will be final and binding upon the parties hereto and the employee or employees concerned.
10.14 Wherever arbitration board is referred to in this Collective Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

10.15 All agreements under the grievance procedure between the representatives of the Employer, and the representatives of the Union will be final and binding upon the Employer, the Union and the employee(s).

ARTICLE 11 - SENIORITY

11.01 Seniority for full-time employees shall be defined as length of continuous service with the Employer since date of last hire. Seniority for part-time employees employed prior to certification shall be defined as length of continuous service with the Employer since date of last hire. For all employees hired after the date of certification seniority for part-time and casual employees shall be based on hours worked accumulated since date of last hire. It is recognized that one thousand seven hundred and twenty five (1725) hours worked equals one (1) year of full-time service.

11.02 The probationary period for full-time, part-time and casual employees shall be four (4) months or four hundred and fifty (450) hours worked from the date of last hire. The probationary period may be extended for up to an additional two (2) months by mutual agreement of the parties.

A probationary employee will not acquire seniority until the completion of her probationary period. Following the completion of the probationary period, seniority will be backdated to the date of hire of such employee.

11.03 (a) There shall be separate seniority lists for full-time and part-time PSW’s who have completed their probationary period. A copy of the seniority lists shall be filed with the Chief Steward, Union Business Agent and posted in all district offices in January and July of each year.

(b) The hours worked by casual employees will be recorded and accumulated for the purposes of wage increments, vacation entitlement and job postings.

11.04 An employee’s full seniority shall be retained in the event that she is transferred from full-time to part-time or vice-versa or in the event that she is transferred from casual to part-time or vice-versa. An employee whose status is changed from full-time to part-time shall receive credit for her full seniority on the basis of one thousand seven hundred and twenty five (1725) hours worked for each year of full-time seniority. An employee whose status is changed from part-time to full-time shall receive credit for her full seniority on the basis of one year of seniority for each one thousand seven hundred and twenty five (1725) hours worked. Any time worked in excess of equivalent shall be pro-rated at the time of transfer.

11.05 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

i) On an approved leave of absence with pay.

ii) On an approved leave of absence without pay for a period of thirty (30) days or less.

iii) In receipt of paid sick leave.

iv) In receipt of Workplace Safety and Insurance Board benefits for any
injury sustained while in the course of her employment with the respective VON Site.

(v) On pregnancy or parental leave.

(b) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

i) On an approved leave of absence without pay for a period of greater than thirty (30) days.

ii) On unpaid sick leave.

iii) When on layoff of up to twenty four (24) months.

iv) In receipt of Workplace Safety and Insurance Board benefits under circumstances other than those mentioned in 11.05 (a) iv).

(c) An employee shall lose all service and seniority and shall be deemed to be terminated if she:

i) Resigns.

ii) Is discharged and not reinstated under the grievance and/or arbitration procedure.

iii) Fails to report for duty as scheduled unless there is a reasonable explanation given to the Employer within three (3) days of her failure to report.

iv) Fails to report for work as scheduled at the end of a leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer or utilizes a leave of absence for purposes other than that of which the leave was granted.

v) Fails, upon being notified of a recall, to signify her intentions to return to work within five (5) days after she has received her notice of recall mailed by registered mail to her last known address according to the records of the Employer and fails to report to work at such time as has been mutually agreed upon by the parties unless there is a reasonable explanation given to the Employer.

vi) Laid off for more than twenty four (24) months.

vii) Who refused to work for the Employer for a period in excess of two (2) months.

viii) Has not provided availability for a period in excess of two (2) months.

(d) The Employer may permanently fill the position of an employee who is in receipt of Workplace Safety and Insurance Board benefits or on LTD in excess of twenty-four (24) months and the absent employee shall have no right to resume the former position once it is filled. This clause shall be in accordance with the Ontario Human Rights Code.

In order to enable an employee to return to work following a long-term illness or disability, job posting requirements may be waived when the appropriate vacancy arises.
11.06 **Position Outside the Bargaining Unit**

Any employee presently in the bargaining unit who elects to transfer to a position outside the bargaining unit, but remains in the employ of the VON, may be rehired into the bargaining unit after the Employer has complied with the job posting and recall provisions. In such an event, the returning employee shall be credited with the seniority, which she held immediately prior to transferring out of the bargaining unit for purposes of job opportunity, lay-off and other non-monetary benefits and provisions. She shall retain her last date of hire with the Employer for the calculation of salary and any monetary benefits.

**ARTICLE 12 - JOB POSTING**

12.01 When known at the time of posting, postings shall include the anticipated normal hours of work.

(a) Where a permanent vacancy (including a new position) occurs in the bargaining unit, the Employer will post a notice on the Union Bulletin Board for seven (7) calendar days.

Employees shall submit written applications for the vacancy within the period indicated on the notice. All job postings will be put on universal voice mail and email.

(b) Employees shall be selected for posted positions on the basis of their skill, ability, and qualifications. Where these factors are relatively equal, the most senior applicant shall be given preference.

(c) Should there be no suitable applicants from within the bargaining unit, the Employer may hire an employee from outside the bargaining unit.

12.02 Employees from within the bargaining unit shall be given the first opportunity to fill temporary full-time vacancies provided they are qualified to perform the work in question, in accordance with 12.01(b). The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy unless the time period is extended by mutual agreement.

**ARTICLE 13 - LAY-OFF AND RECALL**

13.01 (a) It is understood that reductions in normal hours of work due to fluctuations in business volumes shall not be considered to be a layoff. A layoff shall be defined as a reduction of ten (10) percent or more in an employee’s regularly scheduled hours that is expected to last for six (6) weeks or longer. A short term reduction in the amount of work available may result in a shift by shift cancellation of scheduled hours of the Employees normally assigned to that team, until the caseload increases in that district. Such reduction of hours of work will be administered using seniority going from the lowest to the highest so long as the ongoing continuity within the team is not negatively affected.

i) Where the Employer intends to conduct a layoff, it shall lay off employees in inverse order of seniority provided that the employees who are entitled to remain are qualified to perform the available work on the basis of their skill, ability and experience. Observing the above mentioned conditions, a senior employee designated for layoff may
bump any employee with less seniority provided she has the requisite skills.

ii) Notwithstanding 13.01 a) i), where a layoff affects a specific geographic area the least senior employee assigned to that area will be laid off provided the remaining employees are qualified to perform the work available. Such employee shall have the option of displacing a less senior employee in a geographic area of her choosing provided she is qualified to perform the work.

(b) Employees shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Union, provided that senior employee is qualified to perform the available work on the basis of her skill, ability and experience.

(c) If a full time employee is laid off, she shall have the option of transferring to part-time status. If a part-time employee is laid off, she shall have the option of transferring to casual status.

(d) In the event of the proposed layoff of a permanent or long term nature of full-time employees the Employer will provide the Union with thirty (30) days notice.

(e) Employees who have been laid off will be required to return to work within seven (7) days of receiving a notice of recall. Notice of recall will be by Registered Mail. The seven (7) day period may be extended to fourteen (14) days if the employee has obtained an alternate job and must give two (2) weeks’ notice to the other Employer.

(f) The Employer agrees that it will endeavour to avoid lay-offs for full-time employees during the life of this Collective Agreement, unless a Site is closed or there is insufficient employee volume/caseload for the Site to handle with the number of full-time employees at the Site.

(g) No new employee shall be hired when there is an employee on lay off who is qualified in accordance with Article 13.01 (a) above.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Written requests for personal leaves of absence without pay, for educational or personal reasons will be considered on an individual basis by the Manager or her designate. Such requests are to be submitted as far in advance as possible with a minimum notice of two (2) weeks except in cases of emergency or if the Employer determines that service needs and staffing requirements can accommodate a leave on shorter notice. A written reply will be given as soon as possible. Such leave shall not be unreasonably withheld. Except in unusual circumstances, a leave of absence other than for educational reasons will not be granted until one (1) year’s continuous service has been completed.

14.02 Union Leave

(a) Subject to service needs and staffing requirements, leave of absence without pay to attend Union business will be granted to employees based on the following conditions:

i) Requests for such leave shall be made in writing by the Union to the Employer giving as much notice as possible, with a minimum of seven (7) working days’ advance notice. The Employer shall indicate in writing whether or not the request has been approved.
ii) Not more than four (4) employees will be allowed such leave at any one time.

iii) Such leave shall not exceed more than twenty five (25) cumulative days per fiscal year.

iv) Where such leave has been granted under subsection (i), the Employer shall maintain the employee’s salary and benefits. The local Union agrees to reimburse the Employer in the amount of the daily rate of the employee plus an amount for any applicable subsidized benefits. The Employer will bill the local Union within a reasonable period of time.

14.03 Union Leave/Executive Board

An employee who is elected to the Board of Directors of the Union, or to work on a Union project shall be granted leave of absence without pay to attend Board meetings, upon application in writing with a minimum of seven (7) working days advance notice. Leave of absence under this provision shall be in addition to the leave provided in Article 14.02 above. During such leave, the Employer shall maintain the salary and applicable benefits and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Seniority shall continue to accumulate during such leave.

14.04 (a) Following a death of a the employee’s brother, sister, spouse, child, mother, father, or same sex partner, she shall be granted up to five (5) days off work. The employee shall receive her regular pay for each scheduled day of work missed to a maximum of five (5) days in conjunction with the date of the funeral.

(b) Following the death of the employee’s grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, stepparent, stepchild, legal guardian, or fiancée, she shall be granted up to three (3) days off work. The employee shall receive her regular pay for each scheduled day of work missed to a maximum of three (3) days in conjunction with the date of the funeral.

(c) An employee shall be granted one (1) day unpaid leave to attend the funeral of her aunt, uncle, niece or nephew.

(d) Where extensive travel is required or in exceptional circumstances, additional unpaid bereavement leave of up to two (2) days may be granted at the discretion of the Executive Director or her designate.

14.05 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner’s inquest in connection with a case arising from her duties with the Employer, she shall not lose her regular pay because of such attendance provided that she:

(a) Notifies the Employer immediately after she has been notified that she will be required to attend court or an inquest;

(b) Presents proof of service requiring her attendance;
(c) Deposits with the Employer the full amount of compensation received excluding mileage, travel and meal allowances and an official receipt where available.

(d) Where the employee’s attendance is not required for the whole day, she shall return to work immediately upon her release from duty.

14.06 **Pregnancy and Parental Leave**

Pregnancy/Parental Leave of Absence will be granted in accordance with the provisions of the Employment Standards Act as amended from time to time.

(a) The employee has the right to return to her former position, if it still exists, or to a comparable position, if it does not.

(b) An employee shall continue to accumulate her seniority service rights and shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.

**ARTICLE 15 - HOURS OF WORK AND SCHEDULING**

15.01 The Union recognizes the unique nature of the home care services sector and the need to maximize client satisfaction as an integral aspect of the success of the business. The Employer recognizes the need to maximize the consistency and certainty in the scheduling of hours as much as possible. The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the employee schedule and shall not be construed to be a guarantee of work to be performed on each tour or during each work schedule.

15.02 (a) The regular hours of work for all full-time employees shall be seven and one-half (7.5) hours per day exclusive of a one-half (½) hour unpaid meal period, and seventy-five (75) hours bi-weekly. The meal break must be taken at some point during the scheduled shift but not at the end of the shift.

(b) Notwithstanding (a) above the regular daily hours of work for employees working in the Respite and Adult Day programs who are required to remain on duty during their meal break shall be seven and one-half hours plus a paid one-half hour meal break during which the employees must remain on duty.

15.03 (a) Part-time employees will be regularly scheduled to work in accordance with their predetermined commitment as per their letter of hire. The normal working hours per day may vary and shall be no less than three (3) and no more than twelve (12) hours. Employees working overnight twelve (12) hour shifts in which they have to remain with the client(s) for the entire shift shall be paid twelve (12) hours per shift at their regular straight-time rate of pay.

(b) Part-time employees may make themselves available to work beyond their regularly scheduled hours.

15.04 (a) Casual employees shall be offered work based on their submitted availability. Casual employees may be used to cover available shifts provided that there are no part-time employees available and willing to work the hours.

(b) Casual employees who have been scheduled shifts on the posted schedule based on their availability cannot cancel such shifts and the process for exchanging a scheduled shift in Article 15.07 is to be followed. Casual employees who wish to change their availability must provide the employer with a minimum of forty-eight (48) hours notice of the withdrawal of availability prior to the posting of the schedule.
Casual employees will be expected to provide availability and accept work on a regular basis. Casual employees who do not accept at least one (1) weekend per month when needed or do not provide regular availability of at least four (4) shifts per month will be deemed to have resigned their employment.

15.05 (a) 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. maintaining mandatory continuity standards;

iv. language and cultural needs of the client;

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

(b) Employees will normally be scheduled to work in their assigned geographic area. In the event of client volume fluctuations or reduction in scheduled hours employees will be scheduled to work in geographic areas other than their normal assigned area. The scheduling of such work will be based on seniority in accordance with Article 15.05 (a) and will take into consideration the employee’s preference of areas as provided in writing every three (3) months.

(c) In the event that additional work becomes available after the schedule has been posted, the Employer shall assign such work in the following order of priority, subject to 15.05 (a):

a. Full-Time, up to their committed full-time hours.

b. Part-Time, up to their predetermined commitment.

c. Part-time beyond their pre-determined commitment.

d. Casual, based on submitted availability.

Notwithstanding a, b and c above full-time and part-time employees who at the time of hire were provided with an offer letter outlining their specific availability per day will continue to be assigned work in accordance with that availability.

15.06 Where there is a reduction in an employee’s scheduled hours within a shift due to a client cancellation or some other unforeseen reason, the employees shall, at the earliest opportunity, indicate their availability to schedulers and accept available alternate assignments up their scheduled hours, including new referrals, or, with the employer’s approval, take the time not worked off without pay or use vacation or stat time for the time not worked.

15.07 Employees are scheduled using a repeating two week permanent master rotation. This rotation shall be made available one week in advance of the effective date of that rotation. The rotation will be created using the following criteria:

i. An employee shall be scheduled to work no more than six (6) consecutive days unless mutually agreed.
ii. Full-time and part-time employees may be scheduled to work every other weekend on a rotational basis. Where possible the Employer will staff the evening shift with employees who have submitted availability to work evenings. If the Employer is unable to staff the evening shift in this manner, employees may be required to work the evening shift in reverse order of seniority.

iii. Except in the case of split shifts, there will be a break of at least ten (10) hours between shifts, unless by mutual agreement.

iv. A request for an exchange of shifts set out in the posted schedule must be submitted in writing to the manager/supervisor and signed by both employees who requested the exchange. It is understood that such requests for exchange shall not be unreasonably denied nor shall the exchange result in any premium payment.

15.08 (a) In order to accommodate the Christmas/New Years scheduling, normal scheduling provisions shall not operate during the period of December 1st to January 15th.

(b) An employee who works Christmas Day/Boxing Day shall not be required to work New Years Eve/New Years Day. The Employer will rotate the requirement to work Christmas Day/Boxing Day with New Years Eve/New Years Day on alternate years.

(c) An employee who works Christmas Day and/or Boxing Day shall be scheduled to be off for at least three (3) days over New Years Eve/New Years Day and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the employee and the Employer.

15.09 The Employer will pay employees at their regular straight-time rate of pay for attendance at mandatory team meetings scheduled by the Employer.

15.10 The parties agree that it is in the best interest of the employees and the employer to schedule daily caseload in a manner that minimizes excessive travel and provides sufficient time for travel between clients. If employees have concerns with their daily caseload scheduling they shall first report the concerns to their immediate supervisor. The Union may bring ongoing concerns with daily caseload scheduling to the Union-Management Committee.

15.11 If an employee has made advance contact with a client prior to a scheduled visit and the client is not home or will not let them in (not seen/not found) the employee shall be paid for the visit.

ARTICLE 16 - PREMIUM PAY

16.01 (a) All time worked in excess of eighty (80) hours per pay period shall be considered overtime if authorized in advance by the manager.

(b) Where an employee works overtime as set out above, the employee shall be paid one and one-half (1.5) times the employee’s regular straight time hourly rate for the overtime worked. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

16.02 Employees working in the Belleville ADP Overnight Stay Program shall receive a premium of $1.00 per hour for all hours worked between 3PM Friday to 4:30PM Sunday.
ARTICLE 17 - DESIGNATED HOLIDAYS

17.01 The Employer agrees to recognize the following as designated holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
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<tr>
<td>New Years Day</td>
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<tr>
<td>Family Day</td>
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<td>Good Friday</td>
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<tr>
<td>Easter Monday</td>
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<td>Victoria Day</td>
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<td>Labour Day</td>
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<tr>
<td>Thanksgiving</td>
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<tr>
<td>Christmas Day</td>
</tr>
<tr>
<td>Boxing Day</td>
</tr>
</tbody>
</table>

17.02 (a) A full-time Employee who works on any of the above holidays shall be paid for all hours worked at a rate of one and one-half (1½) times his/her regular rate of pay. In addition, he/she shall receive an additional seven and one-half (7 ½) hour day off with pay. Such day off shall be taken at a mutually agreed upon time within sixty (60) calendar days following the holiday.

(b) A Part-time Employee who works on any of the above holidays shall be paid for all hours worked at the rate of one and one-half (1½) times his/her regular rate of pay.

17.03 In order to qualify for holiday pay an Employee must work his/her full regular day of work preceding and following the holiday concerned unless the Employee is absent due to illness or vacation and such absence or other absence is approved by the Employer.

17.04 If a holiday listed in Article 17.01 falls within the period an employee is absent from work on paid sick leave or on vacation, such holiday shall not be charged against the sick leave credits or the vacation time of the employee.

17.05 The scheduling of Christmas Day, Boxing Day and New Years Day shall be as set out in Article 15.08. Of the remaining holidays set out in 17.01, no employee shall be required to work more than four (4) in a calendar year.

ARTICLE 18 - VACATION

18.01 The vacation year shall be April 1 to March 31.

18.02 Full-time employees shall receive vacation on the following basis:

(a) Less than one (1) year of full-time continuous service: 1.25 days per month with pay;

(b) Employees who have completed one (1) or more years of full-time continuous service are entitled to three (3) weeks vacation per year;

(c) Employees who have completed three (3) or more years of full-time continuous service are entitled to four (4) weeks vacation per year;

(d) Employees who have completed fifteen (15) or more years of full-time continuous service are entitled to five (5) weeks vacation per year.

(e) Employees who have completed twenty (20) or more years of full-time continuous service are entitled to six (6) weeks vacation per year.

18.03 (a) Part-time and casual employees who work less than 0.8 Full-Time Equivalent (FTE) shall be entitled to pay in lieu of vacation as set out below:
0 – 5850 hours worked – 6%
5851 – 29250 hours worked – 8%
29251 – 48750 hours worked – 10%
48750+ - 12%

(b) Part-time employees who work 0.8 Full-time Equivalent (FTE) shall be entitled to pro-rated vacation with pay based on the full-time entitlement set out in 18.02 above.

18.04 Requests for vacation shall be submitted by March 1st for the prime time period of June to September. The Employer will respond to these requests in writing no later than April 1st.

All other vacation requests shall be submitted one (1) month in advance and shall be considered on an individual basis. The Employer will respond to these requests in writing no later than seven (7) days following request.

In the case of conflicting requests for vacation, seniority will govern within the employee’s respective area.

A weeks vacation is defined as a period of seven (7) calendar days.

18.05 For the purpose of vacation entitlement, service for those employees whose status changes from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee accumulated on a continuous basis. For the purpose of this Article, one thousand seven hundred and twenty five (1,725) hours worked shall equal one (1) year of full service.

18.06 When an employee’s employment is terminated by the Employer for any reason, full payment for vacation earned, but not taken, will form part of such employee’s termination pay. If vacation has been received by the employee over and above the vacation she is entitled to pursuant to the terms of this Agreement, there shall be deducted from the salary of the employee or refunded to the Employer by the employee an amount equivalent to the pay for vacation received without entitlement.

ARTICLE 19 - EMPLOYEE FILES

19.01 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee’s record has been discipline free for the immediately preceding eighteen (18) months during which she has worked.

19.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance or other employment related matters is completed with respect to any employee, it shall be reviewed with the employee. A copy of the completed performance appraisal will be provided to the employee.

19.03 Upon request and after having given reasonable notice, an employee may review her personnel file in the presence of her Manager or delegate and be provided with a copy of any document contained therein. Her local Union Steward may accompany her.
ARTICLE 20 - CAR/MILEAGE ALLOWANCE

20.01 **Utilization of Cars**

Employees may be required to use their own vehicle to discharge their duties and the Employer shall not be required to provide vehicles to employees for the purpose of discharging their duties.

When an employee drives a personally owned vehicle and is on duty at the request and approval of the Employer, payment will be made for mileage commencing from the first client’s home and terminating at the home of the last client. Effective and retroactive to May 6, 2015 employees who are required to use their own vehicle shall be paid forty-two cents ($0.42) per kilometer.

If an employee’s first visit is more than thirty (30) kilometers from the employee’s home, payment for mileage will commence and terminate at that thirty (30) kilometer point. Employees required to make a single visit that is not part of their regular schedule, will be compensated at the appropriate mileage rate for any kilometers travelled from the employee’s home to the clients home and return.

ARTICLE 21 - PENSION AND GROUP BENEFITS

21.01 (a) A VON Pension Plan is maintained at a National Level. Enrollment, participation and contributions by the Employees and the Employer will be in accordance with the terms and conditions of the Plan.

All full-time Employees who are presently enrolled in the Employer’s pension plan shall maintain their enrollment in the Plan. Full-time employees employed but not yet eligible for membership in the Plan, shall, as a condition of employment, enroll in the Plan when eligible;

(b) Part-time Employees may participate in the VON Canada Pension Plan in accordance with the plans eligibility criteria.

21.02 Eligible employees in the active employee of the Employer who work in excess of 18.75 hours per week or more must participate in the benefit plans set out below, subject to the plans’ respective terms and conditions including any enrollment requirements. Employees who provide proof of spousal coverage may opt out of the Extended Health Care and Dental Plans.

(a) **Life Insurance** – The Employer will pay 100% of the premiums towards coverage of eligible employees enrolled in the VON National Home Support group life insurance plan. An Employee may elect to purchase optional life insurance in accordance with the terms of the plan.

(b) **Extended Health** - The Employer will pay 50% of the premiums towards coverage of eligible employees enrolled in the VON National Home Support Extended Health Care Plan, provided that the balance of the premium is paid by each employee through payroll deductions.

(c) **Dental Plan** - The Employer will pay 50% of the premiums towards coverage of eligible employees enrolled in the VON National Home Support Dental Plan, provided that the balance of the premium is paid by each employee through payroll deductions.

21.03 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are substantially the same. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to
implementing a change in carrier.

21.04 The Employer shall provide each Employee with information booklets outlining the current provisions in the insured benefit plan set out above. Upon request, the Employer will make the plans available to the Union for inspection.

21.05 Part time and casual employees who work less than 0.8 Full-Time Equivalent (FTE) shall receive six and one half percent (6.5%) on gross earnings in lieu of pension, health benefits, sick leave and paid holidays. The percentage in lieu shall be paid on each pay period. The percentage in lieu will be reduced by one percent (1%) for Employees who are enrolled in the health benefit plans and by one percent (1%) for Employees who are enrolled in the Pension Plan.

ARTICLE 22 - SICK LEAVE

22.01 (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness of the employee.

There shall be a Sick Credit Accumulation Bank for each full-time employee in the active employ of VON. Such employees shall accumulate sick credits at the rate of one and one-half (1½) days per completed month of full-time work to a maximum of 120 days.

(b) Part-time employees who work 0.8 Full-time Equivalent (FTE) shall be entitled to pro-rated sick leave with pay subject to the conditions set out in Article 22.01 above.

(c) Where an employee entitled to sick leave is absent from work due to legitimate illness of the employee, she shall not lose her regular straight time earnings from her regularly scheduled hours but shall draw from her Sick Credit Accumulation Bank to the extent of her credits in the Bank.

22.02 An employee may be required to submit a physician certificate with respect to any period of time that the employee is absent due to illness for more than three (3) consecutive days. It is understood that the Employer may request a certificate from a physician or other qualified medical professional to cover any absence due to illness where the circumstances and pattern of the absences so warrants. The Employer agrees to pay for the fee associated with any examination it requires where the fee is not payable by the Employee’s Health Insurance Plan.

ARTICLE 23 - COMPENSATION

23.01 Employees will advance to the next level on the wage grid on the anniversary date for full-time employees and after seventeen hundred and twenty-five (1725) hours for part-time employees.

23.02 Wages will be paid as per Appendix “A”.

ARTICLE 24 - MISCELLANEOUS

24.01 Whenever the feminine pronoun is used in this Collective agreement, it includes the masculine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean plural where the context so requires.
24.02 **Bulletin Board**

The Employer will provide the Union bulletin board space in a conspicuous location in the Trenton Site Office and in the Adult Day facilities for the purpose of posting notices regarding meetings and other Union business matters. All such notices must be signed by a member of the Union Executive who is employed by the Employer. All notices not signed by the Union may be removed. Further the Employer agrees to provide the Union with access to the Employer’s email system for the purpose of advising employees regarding Union meetings.

24.03 The current pay period and method of payment shall be continued unless the parties agree to an alternative method of payment.

24.04 Prior to effecting any changes in policies which affect the working conditions of employees covered by this Collective Agreement, the Employer will discuss the changes with the Union at a Union Management Committee meeting and provide copies to the Union. The Union may make representations on these changes for possible amendments.

24.05 The Employer shall determine and supply the necessary equipment and supplies required to enable the employee to perform his/her duties.

24.06 A spouse shall mean a person of either sex.

**ARTICLE 25 – WORK OF THE BARGAINING UNIT**

25.01 (a) The Employer shall not allow any persons not falling within the bargaining unit to perform work normally performed by the employees covered by this Agreement, except for purposes of instruction, experimentation or when regular employees are not readily available. Students and volunteers may be utilized in certain programs provided it does not result in reduction of hours or layoff of employees in the bargaining unit.

(b) The Employer shall not contract out any work normally performed by members of the bargaining unit if this would directly cause or result in a lay-off of an Employee in the bargaining unit. No contracting out shall occur without prior discussion with the union.

25.02 **Technological Change**

When the Employer introduces new equipment, all staff shall receive training and ongoing education in order to optimize efficiency with the new equipment.

Where computers are introduced into the workplace and employees are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the employees involved.

25.03 Where voicemail exists at the Site and the system has the capacity to accommodate the amount and type of communication requested, the Employer will cooperate in the provision of access by the Union to the system by providing a mailbox for the Union, for the sole purpose of notification of members regarding Union related matters. No employee will be reprimanded for leaving a message on an employee’s or team’s voicemail when such message pertains to notification regarding Union related matters. The Union shall abide by the procedures established for the system. There shall be no additional cost to the Site.
ARTICLE 26 - TERMINATION & RENEWAL

26.01 The Agreement shall continue in effect from date of ratification by the union November 7, 2016 to March 31, 2018 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.

26.02 Notice that amendments are required or that either party desires to terminate 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.

26.03 All terms of the Collective Agreement shall become effective upon date of ratification by the union unless specifically stated otherwise in the Agreement.

Dated this____ day of ___________________, 2016

FOR THE EMPLOYER

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FOR THE UNION

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Wage Grids

PERSONAL SUPPORT WORKER

The following wage rates are exclusive of the PSW Wage Enhancement. The calculated wage rates set out herein are for information purposes and are subject to verification.

<table>
<thead>
<tr>
<th>Level</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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<td>$13.41</td>
<td>$13.78</td>
<td>$14.16</td>
<td>14.53</td>
</tr>
</tbody>
</table>

ACTIVITY AIDE/RESPITE WORKERS (PSW)

The following wage rates are exclusive of the PSW Wage Enhancement. The calculated wage rates set out herein are for information purposes and are subject to verification.

<table>
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<tr>
<th>Level</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Rate</td>
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<td>$14.22</td>
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<td>$15.17</td>
<td>$15.55</td>
<td>$15.94</td>
<td>$16.94</td>
</tr>
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</table>

In lieu of retro payments back to the date of the Recognition Certificate, the employer will pay the following lump sum payments to all active employees as of the date of ratification. Payment will be made within 3 full pay periods following the date of ratification.

Full Time $400
Part Time and Casual $300
Letter of Understanding

Between

VON Canada – Ontario Branch
Hastings, Northumberland and Prince Edward Site

And

Ontario Federation Of Health Care Workers (OFHCW),
LIUNA Local 1110

Re: 12 – Hours Shifts

Notwithstanding Article 15 - Hours of Work and Scheduling, and Article 16 - Premium Pay, the parties agree that, subject to operational needs, employees may be required to work extended 12- hour shifts subject to the terms and conditions set out herein. In the event of a conflict between the terms of the Collective Agreement and this Appendix, the terms of this Appendix will prevail.

1. Employees working twelve (12) hour shifts in which they have to remain with the client(s) for the entire shift shall be paid twelve (12) hours per shift at their regular straight-time rate of pay, inclusive of paid breaks and a meal period.

2. All time worked in excess of eighty (80) hours per pay period shall be considered overtime if authorized in advance by the manager.

3. The schedule shall provide for a minimum of 12 hours off between shifts.

4. Employees shall not be scheduled to work more than three (3) consecutive 12-hour shifts and shall be scheduled at least (2) days off following any three consecutive shifts.

5. With respect to employees working 12-hour shifts who are eligible to receive vacation, sick leave and paid holidays in accordance with the Collective Agreement, the following provisions will apply:

For the purpose of accumulation of leave credits, including Article 18 - Vacations, and Article 19 - Sick Leave, a “day” is defined as seven and one-half (7.5) hours. Employees on an approved paid leave of absence, including vacation and sick leave, shall receive payment for all scheduled hours not worked, to the extent of their available accumulated leave credits.

Employees who work on one of the paid holiday set out in Article 17, shall be paid at the rate of time and one half (1.5) their regular straight time rate for all hours worked on such holiday. Employees who are entitled to an additional day off for
working a paid holiday shall receive seven and one half (7.5) hours pay for such
day at their straight time rate of pay or have such hours banked at the employee’s
option.

Dated this____ day of ____________________, 2016

FOR THE EMPLOYER

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FOR THE UNION

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Letter of Understanding

Between

VON Canada – Ontario Branch
Hastings, Northumberland and Prince Edward Site

And

Ontario Federation Of Health Care Workers (OFHCW),
LIUNA Local 1110

Re: PSW Wage Enhancement

The parties agree that the wage rates set out in Appendix A and the Letter of Understanding Re: Activity Aides and Respite Workers of the collective agreement are exclusive of the additional funding provided by the Ministry of Health and Long Term Care under the “PSW Wage Enhancement Initiative” announced in 2014.

The Employer agrees that it will comply with the Terms of the Ministry’s Personal Support Services Wage Enhancement directive as updated from time to time, as long as such a Directive remains in effect and is funded by the Ministry.

The employer further agrees to notify the Union as soon as is practical after hearing that there will be a change in the “PSW Wage Enhancement Initiative” and agrees to have a discussion about what changes are being made.

The Parties agree that they shall not redirect money being used for wages under this initiative to use for other purposes without agreement between the parties.

Dated this_____ day of __________________, 2016

FOR THE EMPLOYER

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FOR THE UNION

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Letter of Understanding

Between

VON Canada – Ontario Branch
Hastings, Northumberland and Prince Edward Site

And

Ontario Federation Of Health Care Workers (OFHCW),
LIUNA Local 1110

Re: Workforce Adjustment

The Employer has completed a workforce analysis and, within thirty (30) days of the ratification of the Collective Agreement, will begin transitioning staff into positions that more accurately reflect the employee’s regular hours of work and their commitment, and aligns the workforce with operational needs. The plan includes the transition of over 40 employees to 0.8 FTE positions.

To implement this process a committee will be established consisting of up to three representative of both the Employer and the Union to discuss the numbers of required positions and the manner by which staff will be transitioned into these positions. In all cases the transition of staff will be based on seniority and will reflect the employee’s individual choices.

Dated this_____ day of ___________________, 2016

FOR THE EMPLOYER

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FOR THE UNION

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Letter of Understanding

Between

VON Canada – Ontario Branch
Hastings, Northumberland and Prince Edward Site

And

Ontario Federation Of Health Care Workers (OFHCW),
LIUNA Local 1110

Re: Split Shifts

The parties agree that there are unique circumstances in HNPE that require employees to work “split shifts” in order to ensure employees receive their hours. A “split shift” shall be defined as a shift that involves working scheduled hours in two blocks of time within a day separated by a period of unpaid time off.

The Employer will endeavour to minimize the number of split shifts. If required employees may be scheduled to work two (2) split shifts per two (2) week pay period. Additional split shifts shall only be scheduled by mutual agreement with the employee involved. Where an employee chooses not to work more than two split shifts per pay period, it is understood that the employee may not receive their full hours for that pay period.

This letter of understanding will be in effect only during the term of the current collective agreement and will be renewed only by mutual agreement.

Dated this_____ day of ___________________, 2016

FOR THE EMPLOYER FOR THE UNION

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