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COLLECTIVE

BETWEEN

VERSA CARE LTD.
(Operating as Versa-Care Windsor Place)

AND

SERVICE EMPLOYEES' UNION
LOCAL 210, AFL-CIO-CLC

Affiliated with Service Employees'
International Union, AFL-CIO-CLC

EXPIRY DATE: MARCH 31, 1997

RECEIVED
AUG 2 1995

Handwritten signature

FORWARD

This Agreement resulting from Collective Bargaining between Versa Care Ltd of the City of Windsor and Service Employees' Union, Local 210, affiliated with Service Employees' International Union, A.F.L.-C.I.O.-C.L.C., is for the purpose of producing the most favourable relationship between the employees and the Employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge our members to consult with their Stewards or Union Representatives concerning any matter pertaining to the provisions of this Agreement.

SCHOLARSHIPS

In 1962 our International Union established a programme which offers ten four-year scholarships of \$750.00 a year to our members and children of members. In addition Local 210 has established a Local 210 Scholarship of \$500.00 per year **up** to four years. These awards are made each year. For further details contact the Union Office.

UNION
OFFICE

3935 Tecumseh Road East
Windsor, Ont.
N8W 1J4

Telephone: 519-944-2217

Kenneth W. Brown,
President

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COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this day of , 199 .

BETWEEN:

**VERSA CARE LTD.
OF THE CITY OF WINDSOR
(hereinafter referred to as the
"Employer")
OF THE FIRST PART**

-and-

**SERVICE EMPLOYEES' UNION, LOCAL 210,
affiliated with Service Employees'
International Union, A.F.L.-C.I.O.-C.L.C.
(hereinafter referred to as the "Union")
OF THE SECOND PART**

The Employer recognizes the Union as the certified bargaining agent of the employees of the Employer in the bargaining unit described as follows:

All employees of Versa Care Ltd., in Windsor, Ontario save and except registered nurses, supervisors, persons above the rank of supervisor, students employed during the school vacation year, the confidential secretary to the administrator, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, foremen and persons above the rank of foreman.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I- PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and those certain classifications of employees represented by the Union. This Agreement will not interfere with the successful operation of Versa Care Ltd. (Windsor) as a public service institution intended to

provide accommodation for elderly people, pursuant to the provisions of The Nursing Home Act and/or other requisite legislation.

ARTICLE 2 - DEFINITIONS

- 2.01 The term "employee" when used in this Agreement shall mean a person employed by the Employer within the bargaining unit described in Article 3.01 of this Agreement.
- 2.02 The term "Steward" when used in this Agreement shall mean an employee who has been appointed, elected or otherwise selected as a Steward as provided in this Agreement.
- 2.03 The term "Administrator" shall mean the Administrator of the Employer at the Lodge. Wherever the word "Administrator" appears in this Agreement it shall also mean, in the absence of the Administrator, a person designated to serve in his capacity during his absence.
- 2.04 The term "probationary employee" when used in this Agreement shall mean an employee who has not acquired seniority as provided in this Agreement.
- 2.05 The term "regular employee" when used in this Agreement shall mean an employee who has completed his probationary period and who has acquired seniority as provided in this Agreement.
- 2.06 The term "full-time employee" when used in this Agreement shall mean an employee regularly employed for more than twenty-two and one-half (22 ½) hours per week.
- 2.08 Time Periods - Except where otherwise specified in the Agreement, the reference to a number of days within which any matter is to be dealt with is to be in terms of calendar days.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union for the duration of the Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for the employees of the Employer at Windsor, Ontario, in the classifications listed on Schedule "A" hereto annexed and any other classification and/or employees that may from time to time come within the scope of the certificates of certification.

3.02 The Employer undertakes that it will not enter into any other agreement or contract with the employees described in the above recited bargaining unit and represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE 4 - RELATIONSHIP

4.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union. The parties agree to abide by the Human Rights Code.

ARTICLE 5 - UNION SECURITY & CHECK-OFF OF UNION DUES

5.01 All current employees and new employees shall become and remain members of the Union in good standing as a condition of employment.

5.02 Union dues will be deducted from all employees who shall sign the necessary authorization form for union dues deducted as a condition of employment.

5.03 All persons who are in the employ of the Employer at the signing date of this Agreement and all new persons who enter the employ of the Employer shall, as a condition of employment, sign an authorization form authorizing amounts equivalent to regular monthly union dues to be deducted from their wages and remitted to the Union.

Such deduction would commence in the month immediately following the first month of employment.

5.04 (a) The authorization form as provided by the Union for union dues:

SERVICE EMPLOYEES' UNION
LOCAL 210
CHECK-OFF CARD

NAME, DATE,

I hereby authorize Versa Care Ltd. (Windsor) to deduct from my first pay the Union Initiation Fee...and from the pay due to me each calendar month, for the duration and as a condition of my employment, the sum of monthly dues as certified by the Service Employees' Union, Local 210, A.F.L.-C.I.O.-C.L.C., and to pay the sum deducted to a designated official of the said Union. I further authorize my Employer to deduct an additional sum of \$1.00 as welfare assessment from my first pay in the month of September of each year.

Witness

Signature

- (b) The Employer agrees that it shall obtain the signatures of all new employees on two check-off cards at the time of hiring. One such form shall be filed with the Union upon completion of sixty (60) day's employment. Further, the Employer agrees furnish the Union with a monthly written list of all the new employees who have successfully completed sixty (60) day's employment.
- (c) The Union will supply a form for signature by employees which will contain provision for the name, address, change of address, social insurance number, classification and other relevant information, Newly hired employees will be requested to sign such a form and the form will be available for completion for all employees who wish to record changes on the initial form. The form will be at least in triplicate and a copy will be distributed to the Union, the employee and the Employer.

- 5.05 The Employer agrees during the lifetime of this Agreement to deduct whatever sum may be authorized from the first pay due each calendar month, and to remit same not later than the 20th day of the same month to the Secretary-Treasurer of the Local Union. Any such authorization shall be in duplicate and shall be signed by the employee concerned and witnessed. It shall be in the form heretofore set forth and shall take effect on the next payroll deduction after receipt by the Employer. One copy of such authority shall be filed with the Employer and one copy shall be filed with the Local Union. The Employer shall, when remitting such dues, name the Employees from whose pay such deduction have been made.
- 5.06 The Union shall save the Employer harmless from any claims that may arise from any deduction from wages in respect of check-off of monthly assessments or any action taken at the request of the Union.
- 5.07 The Employer agrees that a Union representative shall be given the opportunity of interviewing each new employee within the first month of employment for the purpose of ascertaining if the employee wishes to become a Union member. The Employer will advise the Union monthly of the names of those who are to be interviewed and, on request, will arrange a place and time for the said interview which shall not exceed fifteen (15) minutes in duration.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the Labour Relations Act, R.S.O. 1980, Chapter 228 as amended.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The Union acknowledges that, subject to the provisions of this Agreement, it is the exclusive function of the Employer to operate and manage the Lodge in all respects and:

- (a) To maintain order, discipline and efficiency, and to establish and from time to time alter rules and regulations which shall not be inconsistent with the provisions of this Agreement and which will be observed by employees. Such rules will be posted on the employees' Bulletin Board with a copy supplied to the Union Committee. The Management reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Boards with copies to be supplied to the Union Committee.

The Union Committee shall have the right to make representations before any rule is amended or any new rule is introduced.

- (b) To decide the use of improved or changed methods and equipment but, if the loss of a job is to be incurred, the Employer shall so advise the Union prior to such changes and improvements; and
- (c) To hire, rehire, direct, suspend, transfer, classify, promote, lay-off, or recall, and to discipline or discharge for just cause, provided that a claim by any regular employee that he has been unjustly or unfairly dealt with on any of the foregoing items may be subject to the grievance and arbitration procedures hereinafter provided.

7.02 Without restricting or limiting the generality of the preceding sub-articles, the Employer retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement.

ARTICLE 8 - STEWARDS AND UNION COMMITTEE

8.01 (a) The Employer acknowledges the rights of the Union to appoint, elect or otherwise select seven (7) Stewards, one (1) of whom shall be the Chief Steward. Of these seven (7) Stewards one (1) Steward shall be appointed, elected or otherwise selected from the R.P.N. classification, two (2) Stewards shall be appointed, elected or otherwise selected to represent the Nursing Department, two (2) Stewards shall be appointed, elected or otherwise selected to represent the part-time employees and one (1) Steward shall be appointed, elected or otherwise selected to represent each of the following two (2) areas within the Lodge.

- (a) Kitchen;
- (b) Housekeeping, laundry and office.

Each employee who is appointed, elected or otherwise selected as a Steward shall have a minimum of six (6) months seniority with the Employer except those appointed to represent the part-time employees who shall have acquired seniority.

8.01 (b) An employee shall have the right to have a steward present at any discussion with supervisory personnel, if she so requests.

- 8.02 The Employer will recognize a Union Committee composed of the six (6) Stewards. The purpose of the Union Committee shall be to negotiate with the Employer for a renewal of the Collective Agreement as hereinafter provided. For the purposes of Article 9 - Grievance Procedure, the Union Committee shall consist of three (3) stewards of the seven (7) stewards recognized by the Employer.
- 8.03 The Union Committee will have the right at any time to have the assistance of the President of the Union and/or his designate when negotiating with the Employer for a renewal of the Collective Agreement as hereinafter provided or when attending meetings on Company premises to deal with grievances as hereinafter provided.
- 8.04 The Union acknowledges that the Stewards and members of the Union Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Each Steward shall, with the consent of his supervisor, be permitted to leave his regular Employer duties for a reasonable length of time to function as a Steward as this Agreement provides. Such consent from the supervisor shall not be unreasonably withheld. With this understanding, the Chief Steward or Stewards and members of the Union Committee shall not suffer any loss in pay for time spent on grievances and while attending negotiating meetings.
- 8.05 (a) The Union shall inform the Employer in writing of the names of the Stewards and Committee members and of any changes in the names of the Stewards and the Committee members. The Employer shall inform the Union in writing of the names of the supervisors and department heads and of any change in the names of the supervisors and department heads.
- 8.05 (b) When a meeting is required to be held between the Employer and the Union Committee it will normally be held during regularly scheduled working hours, unless mutually agreed otherwise. Union Committee members attending such meetings on their regularly scheduled hours of work shall suffer no loss of pay.
- 8.06 Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It is the Employer's responsibility to inform the employee of his right to request such representation.
- 8.07 Labour Management Committee: Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement, the following shall apply:
- An equal number of representatives, not to exceed two (2), of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

A representative attending such meeting shall **be** paid for wages lost from regularly scheduled hours. A Union staff member may attend as a representative of the Union, and representatives from the Head Office of the Employer may also attend. Meetings will be held quarterly, unless otherwise agreed.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 (a) It is the mutual desire of the parties hereto that complaints of the Employer or of the employees be adjusted as quickly as possible.
- (b) All employees shall process their complaints and grievances in the manner hereinafter laid down in this Article and in Article 10 of this Agreement.
- (c) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any regular employee of the Employer or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or an allegation that this Agreement has been violated.
- (d) When, as hereinafter required in this Article or in Article 10, a grievance is to be submitted in writing, such grievance shall be in writing on a form to be supplied by the Union (except a grievance filed by the Employer) and such grievance shall contain a statement of the matter complained of and of the redress sought and shall be signed by the employee submitting the grievance and his Steward and, in the case of a grievance submitted by the Union, the same shall be signed by the President of the Union or his designate and, in the case of a grievance submitted by the Employer, the same shall be signed by the Administrator or his designate.
- (e) Any time limits referred to in this Article and/or in Article 10 and/or Article 11 of this Agreement within which any procedure is required to be taken, or within which any decision is required to be delivered, or within which any notice is required to be given, shall be calculated exclusive of Saturdays, Sundays, paid holidays as defined in this Agreement, and the employees scheduled days off.
- 9.02 Grievances of regular employees, shall be dealt with as follows:

STEP 1

An employee who has a complaint shall firstly take the matter up with his immediate supervisor within two (2) days of the time of the cause of the complaint occurred. It is understood that the employee has no grievance until the complaint has been referred to the employee's immediate supervisor. The employee may be accompanied by his Steward when taking the matter up with his immediate supervisor. If the complaint is not satisfactorily resolved within two (2) days after the employee has contacted his immediate supervisor, the complaint may then be taken up as a grievance in the following manner:

STEP 2

The employee concerned shall submit his grievance (which may be delivered by the Chief Steward) in writing to his immediate Supervisor within six (6) days after the date on which the cause of the complaint occurred. The immediate Supervisor shall deliver his decision in writing to the employee concerned within three (3) days after the date on which he received the employee's written grievance as hereinbefore provided and a copy of the written reply of the immediate Supervisor shall be mailed to the Chief Steward on the same day.

STEP 3

If the written decision of the immediate Supervisor is not satisfactory to the employee concerned, the employee concerned may appeal the written decision of the immediate Supervisor by lodging an appeal in writing with the Administrator or his designate within two (2) days after the date on which the employee concerned received the written decision of the immediate supervisor. The Administrator or his designate shall convene a meeting with the Union committee and the employee concerned within three (3) days after the date on which the Administrator or his designate received the written appeal. The purpose of this meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The Administrator or his designate shall deliver his decision in writing to the Chief Steward within three days after the date of the meeting and a copy of such decision shall be mailed to the Union Office on the same day.

9.03 If the written decision of the Administrator or his designate in Step 2 is not satisfactory to the employee concerned and, provided the complaint and grievance have been processed in the manner laid down in Article 9.02, the grievance may be taken to arbitration in accordance with Article 11 of this Agreement.

9.04 Failure of the Union to meet its time limits will cause the grievance to expire and neither it nor the same subject matter shall be further considered or made the subject of a further 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 he presents the grievance at this next step within five (5) calendar days after the expiration of the said time limit.

9.05 It is mutually agreed that either the Employer or the Union may bring forward at any time any grievance related to the interpretation, administration, or alleged violation of this Agreement, and that such grievance shall be brought and dealt with as follows:

- (a) A grievance filed by the Union shall be filed with the Administrator or his designate within ten (10) days after the date on which the cause of grievance occurred. The Administrator or his designate shall convene a meeting with the Union Committee within three (3) days after the date of which the Administrator or his designate received the written grievance. The purpose of this meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The

Administrator or his designate shall deliver his decision in writing to the President of the Union or his designate within three (3) days after the date of the meeting. If the written decision of the Administrator or his designate is not satisfactory to the President of the Union or his designate, and provided the grievance has been processed in the manner laid down in this paragraph, the grievance may be taken to arbitration in accordance with Article 11 of this Agreement. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular grievance procedure shall not thereby be passed.

- (b) A grievance filed by the Employer shall be filed with the President of the Union or his designate within five (5) days after the date on which the cause of the grievance occurred. The President of the Union or his designate shall convene a meeting with the Administrator or his designate and not more than three (3) other representatives of the Employer within three (3) days after the date on which the President of the Union or his designate received the written grievance. The purpose of this meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The President of the Union or his designate shall deliver his decision in writing to the Administrator or his designate within three (3) days after the date of the meeting. If the written decision of the President of the Union or his designate is not satisfactory to the Administrator or his designate, and provided the grievance has been processed in the manner laid down in this paragraph, the grievance may be taken to arbitration in accordance with Article 11 of this Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE - DISCHARGE

- 10.01 In the case of a grievance claiming improper discharge of any regular employee, the discharged employee shall submit his grievance in writing to the Administrator or his designate within seven (7) days after the date of his discharge. The Administrator or his designate shall convene a meeting with the Union Committee and the discharged employee within three (3) days after the date on which the Administrator or his designate received the written grievance. The purpose of this meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The Administrator or his designate shall deliver his decision in writing to the Chairman of the Union Committee within three (3) days after the date of the meeting and a copy of such decision shall be mailed to the Union Office on the same day. If the written decision of the Administrator or his designate is not satisfactory to the discharged employee, and provided the grievance has been processed in the manner laid down in this paragraph, the grievance may be taken to arbitration in accordance with Article 11 of this Agreement.
- 10.02 If a discharge grievance goes to arbitration, the Board of Arbitration shall:
 - (a) confirm the Employer's action in dismissing the employee,
 - or
 - (b) reinstate the employee with full compensation for time lost,

or

- (c) settle the grievance by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

ARTICLE III- ARBITRATION

- 11.01 Where a difference arises between the parties to this Agreement relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, subject to Articles 9 or 10 of this Agreement, as the case may be, after exhausting the grievance procedure established by Articles 9 or 10 of this Agreement, as the case may be, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

The Notice shall be delivered by the party desiring to submit the difference or allegation to arbitration to the other party within seven (7) days after the date of receipt of the written decision of this Agreement as provided in Article 9.02 (Step 2), Article 9.04, or Article 10 of this Agreement, as the case may be. The Notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the Notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the Notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employees affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

- 11.02 The arbitration board shall make such decision as it may in the circumstances deem just and equitable. The board shall not be authorized to alter, modify or amend any provision of this Agreement or to substitute any new provision for any existing ones or to make any decision inconsistent with the terms and provisions of this Agreement.
- 11.03 No person may act as an appointee or as a Chairman who has been directly involved in attempts to negotiate or settle the grievance.
- 11.04 Each party shall bear the fees and expenses of its appointee to the arbitration board and the fees and expenses of the Chairman shall be shared equally by both parties.
- 11.05 Sole Arbitrator - In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator, as opposed to a tripartite board of arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three alternative choices as to a sole arbitrator in addition to

that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration, the matter shall be determined by a sole arbitrator and failing such agreement the regular procedure shall apply.

11.06 Where it appears that two (2) or more employees have the same grievance or the same type of grievance, the Union shall process the grievances simultaneously and consecutively on all levels of the grievance procedure, if necessary, subject to all applicable provisions under the grievance procedure. It is understood that each grievor shall have the right to make his own submission at each level of the grievance procedure.

11.07 If there should be an accumulation of grievances to be referred to arbitration, one board of arbitration shall be constituted to deal with all such grievance disputes.

11.08 In dealing with matters of discipline, disciplinary demotion or transfer, the conferring parties or Board of Arbitration shall have power to:

- (a) confirm the Management's action
- (b) reverse the Management's action
- (c) make any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

No costs of any arbitration shall be awarded to or against either party.

11.09 Place of Hearing. Arbitrations shall be heard in the City of Windsor, Ontario or at such other places as may be agreed upon by the Union and the Employer.

ARTICLE 12 - WITNESSES AND INSPECTION

12.01 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Lodge to view any working conditions which may be relevant to the settlement of the grievance. Cost for either event, shall be borne by the requesting party.

ARTICLE 13 - CALL IN FULL-TIME EMPLOYEES

13.01 "Call-in" shall mean the calling in to work at the Employer's request of a full-time employee on an assigned day off as per the posted schedule.

13.02 Employees who are called in will be paid overtime at the rate of time and one-half (1 ½) for all hours worked. Employees who are scheduled to work less than thirty-seven and one-half (37 ½) hours in a scheduled work week shall qualify for

overtime rate on a call-in for hours in excess of thirty-seven and one-half (37 ½) hours of work in such scheduled work week.

- 13.03 Where the call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one hour of the call, then the employee will be paid as if the entire shift has been worked, provided he/she completes the shift for what he/she was called in.
- 13.04 If the employee reports for work within one hour of the request for call-in, then the Employer will guarantee a minimum of four (4) hours work.

ARTICLE 14 - PHYSICAL EXAMINATIONS

- 14.01 Before final acceptance for employment, all applicants will be required to pass a physical examination by their own doctor. This examination will include X-ray and such laboratory tests as are deemed necessary for the protection of the employee and the Lodge. If any employee is assigned to work before the examination is completed, it is understood that continued employment is dependant upon the results of the physical examination, and that the Employer agrees to make known the suitability for employment revealed by such examination to the employee within ten (10) days of receipt of same by the Employer.
- 14.02 All employees are required to have an annual chest x-ray and physical examination and provide a certificate by the examining physician stating that the employee is free from any communicable, contagious and infectious diseases to ensure the protection of the employee, other employees and the residents of the Lodge. If the Employer requires an employee to have a subsequent medical examination such will be done while the employee is regularly scheduled to work.

ARTICLE 15 - PROBATIONARY EMPLOYEES

- 15.01(a) A person employed by the Employer as a full-time employee within the bargaining unit described in Article 3.01 of this Agreement shall be considered a probationary employee until he has worked four hundred and fifty (450) paid hours which would include hours not worked but paid for by the Employer, which ever is the longer, consecutive or intermittent, within any period of twelve (12) consecutive months.
- (b) A person employed by the Employer as a part-time employee within the bargaining unit described in Article 3.01 of this Agreement shall be considered a probationary employee until he has completed three hundred and twenty-five (325) regular hours of work or one (1) year of employment whichever occurs first.
- 15.02 Any such new employee who immediately after completion of the said probationary period continues to be employed by the Employer shall acquire seniority and shall be considered a regular employee from his/her last date of hire with the Employer and the employee's name shall be added to the relevant seniority list of the Employer within the bargaining unit described in Article 3.01 of this Agreement.

15.03 It is agreed that the purpose of the probationary period is to assess an employees' suitability for continued employment. Therefore, during the probationary period, the probationary employee must demonstrate that they have the required skill, ability and training to do the job in order to be eligible for continued employment.

ARTICLE 16 - SENIORITY

16.01 Seniority for employees shall be defined as the date an employee last commenced employment upon satisfactory completion of probation.

16.02(a) All calculations involving the seniority of part time employees shall accumulate on the basis of hours. Hours for the purpose of accumulation of seniority shall include the following:

(1) Hours worked and paid for by the Employer and hours not worked but paid for by the Employer.

(2) The number of hours normally scheduled by the Employer, but not worked by the employee due to:

- (a) illness or injury
- (b) absence covered by Workers' Compensation.
- (c) approved leave of absence

The amount of accumulation of seniority as defined by the above Article is subject to the restrictions of Article 16.00.

16.02(b) Seniority for full time employees shall date from last date of hire for the purpose of job posting, choice of vacation, lay-off and recall.

16.03 The Employer shall maintain seniority lists for both full-time and part-time employees. These lists shall contain the names of all regular employees who are eligible to be placed thereon, their most recent date of hire, and their respective classifications. The seniority lists shall be brought up to date every six (6) months and shall be posted by the Employer on the bulletin board. A copy of the seniority lists shall be mailed to the Union office at the same time.

16.04 Lay-Offs and Recalls - The Employer agrees to give as much advance notice of lay-offs and recalls as is reasonably possible. It is further agreed that lay-offs and recalls will be implemented within a department in the reverse order of seniority.

In the event of a lay-off of an employee in a department subject to lay-off who has more corporate seniority than an employee in a department not subject to lay-off, he/she shall have the right to displace the most junior employee in the latter department provided the employee subject to lay-off has the skill, ability and training to replace the junior employee in the department not subject to lay-off.

Such displacement is expressly subject to Article 18.05 of this Agreement.

- 16.05 Seniority will not be considered as lost for any of the following reasons: vacations, paid holidays, scheduled days off, approved leave of absence, absence because of illness or physical disability for a period of up to eighteen (18) months, lay-off for a period of up to twelve (12) months or suspensions, or Workers' Compensation absences for a period of up to two (2) years.
- 16.06 For the purposes of this Agreement there shall be six (6) Staff Departments namely:
- Nursing I - Registered Nurse Asst.
 - Nursing ii - Nurse Assistant
 - Housekeeping and Laundry
 - Dietary
 - Office
 - Activities

ARTICLE 17 - LOSS OF SENIORITY AND TERMINATION OF SERVICES

- 17.01 The seniority and employment of a regular employee shall terminate if:
- (a) An employee quits or is discharged and is not reinstated pursuant to the grievance procedure;
 - (b) An employee is absent from work for a period of three consecutive days without satisfactory reason and without notifying the Employer;
 - (c) An employee fails to report for work upon termination of a leave of absence, vacation or suspension without justifiable reason;
 - (d) A part-time regular employee is not utilized for more than six (6) months;
 - (e) An employee is absent from work for more than twelve (12) months because of lay-off.
- 17.02 Notice of Termination - All full-time employees shall give two (2) calendar weeks written notice of their intention to terminate their employment with the Employer. All part-time employees shall give one (1) calendar week written notice of their intention to terminate their employment with the Employer. Employees who fail to provide the required written notice in a timely manner, shall only be paid vacation pay as required by law.
- 17.03 The Employer shall give notice of termination of employment to all employees in accordance with The Employment Standards Act of Ontario except in cases of dismissal for cause or termination of employment during an employee's probationary period.
- 17.04 Notices - Any notice to any employee under this Agreement may be given personally, in writing, by telegraph, or prepaid registered post addressed to the employee at his last address shown on the seniority list or on the payroll of the

Employer and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities. A copy of such notices shall also be mailed to the Union Office on the same day.

ARTICLE 18 - JOB POSTING

- 18.01 When a vacancy occurs in any department of the Lodge coming within the scope of this Agreement, a notice will be posted or circulated requesting applications to fill such vacancy from employees of the Employer. Such notice shall include current shift of the vacancy.
- 18.02 Such notice for both full-time and part-time positions shall be posted in all departments and shall remain posted for five (5) days (exclusive of Saturdays, Sundays, and paid holidays) to permit applicants to make application for the vacancy.
- 18.03 During the period of vacancy the Employer may temporarily fill the vacancy through whatever means are necessary, such temporary filling shall not exceed the duration of two calendar weeks.
- 18.04 In considering applications, preference will be given to seniority provided that the applicant possesses the skill, ability and training to perform the work required. If no applications to fill the vacancy are received from employees of the Employer, or if the applicant or applicants are not suitable for such vacancy, then the Employer may fill the vacancy from the open market subject to the applicants' right to the grievance procedure.
- 18.05 The successful applicant shall be placed on trial in the new position for a period of thirty (30) scheduled working days in the case of both full-time and part-time positions. Such trial promotion or transfer shall become permanent after the trial period unless:
- (a) The employee feels that she is not suitable for the position and wishes to return to her former position; or
 - (b) The Employer feels that the employee is not suitable for the position, and requires that she return to her former position.
- 18.06 In the event of either Article 18.05 (a) or (b), the employee will return to her former position and salary without loss of her seniority. Any other employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position and salary without loss of seniority.
- 18.07 Articles 18.05 and 18.06 shall also apply in the event of transfer of a position outside the bargaining unit. It is further understood and agreed that the promotion, selection or appointment of an employee to any position or classification not within the bargaining unit described in Article 3.01 of this Agreement is not governed by this Agreement. Any promotion, selection or appointment of an employee to any such

position or classification shall be for a trial period of three hundred and thirty-seven and one-half (337.5) working hours and notwithstanding other provisions of this Agreement, seniority of any such employee shall continue to accumulate during said trial period. The trial period may be terminated either by the Employer or by the employee promoted, selected or appointed within the said period of three hundred and thirty-seven and one-half (337.5) working hours and, in such event, the employee shall return to his former position within the bargaining unit.

- 18.08 Employees promoted or transferred within the bargaining unit shall receive a rate of pay in the new classification as follows:
- (a) Employees promoted or transferred to a higher paid category shall receive the first rate of pay which is higher than the previous rate of pay in the former category.
 - (b) Employees transferring to a lower paid category shall receive the rate of pay applicable to their seniority in the lower category.
- 18.09 Should an employee transfer from a department in which seniority would have protected him/her from lay-off, he/she shall have the option of transferring back to his/her former department at the rate of pay applicable in that department corresponding to his/her seniority. It is understood that such a transfer back to his/her former department will likely result in the lay-off of the most junior employee in that department.
- 18.10 The job left vacant by the successful applicant for the initial posting shall be posted in like manner but no subsequent postings shall be required.
- 18.11 The Employer will post a notice indicating the name of the successful candidate in any vacancy application.
- 18.12 Temporary Vacancy: A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non compensable illness or injury or any other leave of absence expected to exceed six calendar weeks, Temporary vacancies are subject to Articles 18.02 and 18.04 and 18.10 of this Agreement. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.
- It is understood that during the term of the temporary position an employee will not be eligible to apply for any other temporary posting.
- 18.13 The employer shall not split a full time position into two part time positions without prior discussions with the Union.

ARTICLE 19 - JOB CLASSIFICATIONS AND WAGES

- 19.01 Schedule "A" attached hereto, shows the classifications and wages of the employees within the bargaining unit with effect from the dates set out therein. The Parties agree that the said schedules and contents thereof shall constitute part of this Agreement. It is further agreed that if any new classification within the scope of the certificates of certification are created during the lifetime of this Agreement, wage rates for such classifications shall commence to be negotiated between the Employer and the Union not later than fourteen (14) calendar days after the Employer establishes any such classification. Failure to mutually agree on either a new classification or the rate of pay for same shall be the subject matter of a grievance for the purpose of this Agreement.
- 19.02 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

ARTICLE 20 - PAYMENT OF WAGES

- 20.01 All employees will be paid bi-weekly on every second Thursday, for the payroll period ending the previous Thursday. Cheques will be available to employees at 11:00 a.m.. In the event that a paid holiday falls on a regular pay day, the employees will be entitled to be paid on the Wednesday immediately preceding the normal pay day.
- 20.02 Payments shall be made for the time actually worked during the said two week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. Errors of one day's pay or less shall be paid the next following pay day.
- Errors of more than one day's pay shall be paid within two (2) working days from the date that the Employer is notified of the error.
- 20.03 Part-time employees covered by this Agreement, shall be paid the hourly rate equivalent of the applicable full-time rate of the classification which they are regularly employed. In addition, part time employees shall be paid forty-five (45) cents per hour as payment in lieu of all fringe benefits except vacation pay as herein provided.

Effective January 1, 1995 this amount shall be increased to fifty (50) cents per hour.

ARTICLE 21 - UNIFORMS

- 21.01 The Employer agrees to pay a uniform allowance of 5.2 cents per hour to all full-time and part-time employees for the purchase, laundering and repair of uniforms. This amount of uniform allowance shall not form part of an Employee's regular hourly rate.

ARTICLE 22 - HOURS OF WORK AND OVERTIME - FULL-TIME EMPLOYEES

The hours of work and overtime provisions for full-time employees shall be as follows:

22.01 Hours of Work

- (a) The normal hours of work shall be thirty-seven and one-half (37 ½) hours per week, consisting of five (5), seven and one-half (7 ½) hour days exclusive of a half-hour meal period. It is agreed that the lunch period shall be given within the first five (5) hours from the commencement of any shift.
- (b) Where the hours of work are averaged over a two (2) week period that two (2) week period will be the same two (2) weeks as the pay period.
- (c) Each seven and one-half (7 ½) hour shift shall include two (2) fifteen (15) minute rest periods, one in each half of the seven and one-half (7 ½) hour shift.

22.02 Overtime

- (a) Subject to the provisions of Article 23.03, the Employer shall pay time and one-half the normal rate of pay calculated to the nearest fifteen (15) minutes worked for all time in excess of seven and one-half hours per day or thirty-seven and one-half (37 ½) hours in any calendar week. Overtime pay shall also be paid for work performed before the scheduled starting time and during an employees' scheduled time off, provided however that such overtime has been authorized by the appropriate Supervisor or Department Head or acting Supervisor or Department Head.
- (b) An employee who is absent on paid time during his/her scheduled work week because of sickness, Workers' Compensation, bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if he/she had worked during his/her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.
- (c) Shift Rotation Overtime

All employees who rotate two (2) shifts or more, shall be guaranteed a minimum of twenty-four **(24)** hours off work between the end of their present shift and the commencement of the rotated shift. In the event the Employer is unable to provide said twenty four **(24)** hours off duty, then overtime shall be paid for all hours worked within the said twenty four (24) hour period applicable to the rotated shift.

- (d) Employees shall not be required to take time off in regular hours in lieu of overtime worked unless requested by the employee concerned.
- (e) In the event employees of their own accord, for their own convenience, change shifts with one another, the Employer agrees not to interfere but reserves the right to request signed statements from such employees and shall not be responsible or

liable for overtime rate claims that might arise or accrue as a result of the exchange of shifts.

- (f) All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1½) for all hours worked.
- (g) Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in Article 21.02 (9) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.
- (h) In no event shall there be any pyramiding of benefits or payments.

22.03 Daylight Savings Time - With effect and after February 1, 1992, the changeover to daylight savings from standard time or vice-versa in any year; employees will be paid for all hours worked at regular rate of pay when the changeover occurs. The extra hour shall not be included in the calculation of overtime rates.

ARTICLE 23 - SCHEDULING WORK - FULL-TIME EMPLOYEES

Work schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Department Head two (2) weeks in advance of posting.

The Employer will schedule full time employees to receive every second weekend off work.

Scheduling of Days Off - Except in the case of an emergency (and exclusive of the effect of an exchange of shifts between two (2) employees for personal convenience), no employee shall be scheduled to work more than six (6) consecutive days without being given two (2) consecutive days off work, provided, however, that overtime rates shall be paid for any days worked over six (6) consecutive days by reason of such emergency or otherwise except only because of such exchange.

Minimum Hours Guaranteed - If an employee reports for work as scheduled but for whom no work at his regular job is available, or because a change was made in the schedule without notifying the employee concerned at least twenty-four (24) hours in advance, he/she shall be entitled to a minimum of four (4) hours pay.

Any employee who is unable to report for duty on his/her scheduled shift shall notify the Employer of this fact four (4) hours in advance of the commencement of his/her scheduled shift, provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond his/her control.

**ARTICLE 24 - HOURS OF WORK, OVERTIME AND SCHEDULING OF WORK:
PART-TIME EMPLOYEES**

The hours of work, overtime and scheduling of work provisions for part-time employees shall be as follows:

- 24.01 Work requested by the Employer, in excess of seven and one-half (7 ½) hours in a day or seventy-five (75) hours in a bi-weekly pay period (but not both) will be counted as overtime work and will be paid for at the rate of time and one half the employee's regular rate of pay, provided that time necessary to finish assigned work on an irregular basis of not more than fifteen (15) minutes duration shall be deemed as a "tag end" and shall not be counted as overtime. There will be no pyramiding of premium pay, overtime pay or holiday pay. It is further agreed that employees shall have a minimum of fifteen (15) hours off between the end of one scheduled shift and the commencement of the next scheduled shift. Overtime rates shall be paid for any time worked during such off period,
- 24.02 If an employee reports for work as scheduled but for whom no work at his regular job is available, or because a change was made in the schedule without notifying the employee concerned at least twenty-four (24) hours in advance, he/she shall be entitled to a minimum of four (4) hours pay.
- 24.03 Each shift in excess of four (4) hours includes one fifteen (15) minute rest period. Each shift in excess of five hours includes two fifteen (15) minute rest periods.
- 24.04 Working schedules are to be posted at least two (2) weeks in advance and that no employee shall be scheduled for more than six (6) consecutive days.

The Employer will endeavour to arrange the working schedule so that part-time employees will receive one weekend off in three.

- 24.05 Part-time employees covered by this Agreement will not be regularly scheduled for more than twenty-two and one-half (22 ½) hours per week. However, part-time employees may be offered more work in any week, which the employee has the option of refusing. Refusal of such extra work will not prejudice the employee's status, and acceptance will not remove an employee from her part-time status and such additional hours of work shall be paid in accordance with Article 20.01. For purposes of this Article clarification of a week shall be the first seven (7) days and the second seven (7) days of the bi-weekly pay period. In calculating the hours per week, the two (2) weeks comprising the bi-weekly pay period will be taken in aggregate, so that part-time employees will not normally be scheduled in the bi-weekly pay period for more than forty-five (45) hours.
- 24.06 Call In Part-Time Employees
- (a) Where a call-in is requested within one-half hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee

will be paid as if the entire shift had been worked, provided he/she completes the shift for which he/she was called in.

- (b) If the employee reports for work within one hour of the request for call-in, then the Employer will guarantee a minimum of four (4) hours work.

24.07(a) The Employer agrees that it will offer any and all available work, caused by the replacement of absent employees, to part-time employees in the department concerned in order of seniority.

- (b) The work will be offered to part-time employees either in person or by way of a telephone call to the telephone numbers submitted by the employee.

- (c) The person designated by the Employer to call in part-time employees will keep a record of all telephone calls made, including the time of the call and response, if any.

- (d) The Employer agrees that it will produce the record referred to in paragraph (c) above to the chief steward upon request.

- (e) In the event the person designated by the Employer to call in part-time employees misses an employee for call-in in error, the affected employees will be scheduled one extra shift during the next pay period on a day and shift of the employees' choice, once the error has been verified by the Administrator.

The Employer reserves the right to assign the employee to work on a floor of their supervisors' choice during the chosen extra shift. The extra shift will not be used in the calculation for eligibility of overtime premium unless the missed shift would have been paid at overtime rate. The extra shift will not jeopardize the employees' availability for call-ins to replace absent employees and they will be called to replace absent employees in accordance with their seniority as if the extra shift had not been given.

ARTICLE 25 - TEMPORARY TRANSFERS - FULL-TIME EMPLOYEES

25.01 A full-time employee employed as a Nurse's Aide may be transferred to an Activity Aide classification, and a Dietary Aide to the Cook classification for a period not exceeding four (4) hours in any given week, without changing such employee's rate of pay. If the time so transferred exceeds four hours, such employees shall receive the higher rate of pay, commencing with the fifth (5th) hour and for all hours worked thereafter in the higher rated job.

ARTICLE 26 - WAGE PROGRESSION

26.01 Full-time employees within their position classification will progress from the "Level One" rate to the "Level Two" rate and so on, on the basis of one thousand, four hundred and sixty-two and one-half (1,462 ½) hours work at the "Level One" to the "Level Two". Hours worked and paid for, and hours not worked and paid for by the

Employer, and hours not worked and paid for under the Workers' Compensation Act shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within the position classification.

26.02 The increment range for part-time employees shall be attained as follows:

Level One

After completion of three hundred and twenty-five (325) hours of work.

Level Two

After completion of one thousand, four hundred and sixty-two and one-half (1,462 ½) hours of work.

Level Three

After completion of two thousand, nine hundred and twenty-five (2,925) hours of work.

26.03 Newly hired employees shall be paid a probation rate of twenty cents (\$0.20) per hour less than the level one hourly rate for the duration of their probationary period.

ARTICLE 27 - SHIFT PREMIUM

27.01(a) All regular employees who work on the afternoon or the night shift shall receive, in addition to their regular pay, a shift premium of \$.30 per hour for each hour worked on the afternoon or on the night shift.

(b) The afternoon shift is any shift that starts on or after 1:00 a.m. but before 7:00 p.m.

The night shift is any shift that starts on or after 7:00 p.m but before 1:00 a.m.

(c) Shift premium shall not be pyramided with overtime, paid holiday pay, or premium pay.

ARTICLE 28 - PAID HOLIDAYS FULL-TIME EMPLOYEES

28.01(a) Full-time employees who have completed their probationary period shall receive the following holidays with pay:

New Year's Day
Third Monday in February
Good Friday
Victoria Day
Dominion Day
Civic Holiday
Labour Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- (b) Upon the completion of the probationary period, the employee shall be paid for any and all paid holidays for which they qualified in accordance with Article 28.02 and for which they have not been paid.

- 28.02 An employee who is not required by the Employer to work on a paid holiday shall be paid seven and one-half (7 ½) hours pay calculated at his/her regular straight time rate of pay. In order to qualify for such payment, the employee must work his/her normal scheduled shift preceding and following the paid holiday, except where an employee is unable to do so due to illness or injury or approved leave of absence as provided for in this Agreement. Approved leave of absence as stated above excludes maternity leave.
- 28.03 An employee who is scheduled to work on a paid holiday and who actually works on a paid holiday shall be paid for all hours worked on such paid holiday at the rate of two and one-half (2 ½) times his regular straight time rate of pay.
- 28.04 When an employee has worked on a paid holiday and has received pay therefore as herein provided, such employee may, within thirty (30) days after the paid holiday, elect to take a day off for the paid holiday worked, but without pay.
- 28.05 An employee who is absent on a paid holiday after being posted to work, except for the reasons provided in sub-article 28.02 above, forfeits all holiday pay for that day.
- 28.06 For purposes of clarification as to when a Statutory holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are concluded before 8:00 a.m.
- 28.07 In the event that any paid holiday falls on an employee's day off or during his vacation period, he shall receive seven and one-half (7 ½) hours pay calculated at his regular straight time rate of pay for such paid holidays.

ARTICLE 29 - PAID HOLIDAYS - PART-TIME EMPLOYEES

- 29.01 Part-time employees who qualify under Section 26 of The Employment Standards Act and who are required to work on any one of the Holidays outlined in Article 28.01 shall be paid at one hundred and fifty per cent (150%) of their hourly rate for hours worked that day in addition to their regular rate for hours worked that day.

Part-time employees who qualify under Section 26 of The Employment Standards Act and who do not work the Holiday shall be paid at the average rate of pay received for straight time hours worked during the two (2) preceding Payroll periods.

In addition, payment for the above mentioned Holidays will not be less than the provisions of The Employment Standards Act.

ARTICLE 30 - VACATIONS - FULL-TIME EMPLOYEES

Full time employees shall be entitled to vacation as follows:

- 30.01(a) For the purpose of calculating eligibility, vacation years shall be the period from June 1st of any year to May 31st of the following year.
- (b) Vacations are not cumulative from year to year and all vacations must be taken no later than one (1) month prior to the next vacation cut-off date. Employees shall not waive vacation and draw double pay.
- (c) It is understood and agreed that in order to distribute some time off for as many employees' as is practical during the Christmas/New Year's season, no employees will be allowed to take vacation during the period December 15 - January 15.
- 30.02 Vacations with pay shall be granted to all full-time employees on the following basis:
- (a) Employees who have not completed their probationary period as of the cutoff date will receive four per cent (**4%**) of their gross earnings during the vacation year.
- (b) Employees having less than one (~~1~~) year of service on May 31st in any year shall be entitled upon completion of their probationary period at a credit of one (1) day's vacation with pay for each month of service to a maximum of nine (9) working days vacation with pay.
- (c) Employees with one (1) year or more of service at May 31st in any year shall receive two (2) weeks vacation with pay.
- (d) Employees with three (3) years of service or more as of May 31st of any year shall receive three (3) weeks vacation with pay.
- (e) Employees with nine (9) years of service or more shall receive four (**4**) weeks vacation with pay.
- (f) Employees with eighteen (18) years of service or more shall receive five weeks vacation with pay.
- (g) Effective May 31, 1992 employees with eight (8) years of service or more shall receive four (**4**) weeks vacation with pay; employees with fifteen (~~5~~) years of service or more shall receive five (5) weeks vacation with pay.
- (h) Vacations may normally be taken in the months of June to September - both inclusive - and shall be taken on a seniority basis within each department. Preference of employees for vacation times will be indicated to the Employer by the employees in order of their seniority. However, vacations may be taken during other

periods mutually agreed to between the individual employee and the department head.

- 30.03 In calculating vacation pay in accordance with Article 30.02 (c) to (e) above, if the vacation pay for two (2) weeks, three (3) weeks, four (4) weeks, or five (5) weeks vacation is less than four per cent (4%), six per cent (6%), eight per cent (8%), or ten per cent (10%) of gross salary for the vacation year ending May 31st, the employee shall be paid the four per cent (4%), six per cent (6%), eight per cent (8%) or ten per cent (10%) of salary instead of the regular two (2) weeks, three (3) weeks, four (4) weeks or five (5) weeks pay.
- 30.04 If an employee terminates his employment with the Employer, is discharged, or laid off, he shall be paid vacation pay on the following basis:
- (a) Four per cent (4%) for all time worked if the employee's service is less than three (3) years.
 - (b) Six per cent (6%) for all time worked from June 1st of any year, if the employee's service is more than three (3) years and less than ten (10) years.
 - (c) Eight per cent (8%) for all time worked from June 1st in any year if the employee's service is more than ten (10) years.
 - (d) Ten per cent (10%) for all time worked from June 1st in any year if the employee's service is more than twenty (20) years.
- 30.05 Employees in the R.P.N. department with two (2) years of service or more as of May 31st of any year shall receive three (3) weeks vacation with pay, provided they hold an R.P.N.'s certificate.
- 30.06 Vacation pay, if requested in writing two (2) weeks in advance of scheduled vacation, shall be paid to all employees on the regular pay in advance of the commencement of their vacation, and all normal deductions made from an employee's pay shall also be made from such vacation pay.
- 30.07 Vacation pay will be paid by separate cheque, if requested in writing two weeks in advance of an employee's scheduled vacation.

ARTICLE 31 - VACATIONS - PART-TIME EMPLOYEES

Vacation for part-time employees shall be as follows:

- 31.01 Part time employees who are in the employ of the Employer at the 31st day of May of any year, shall be entitled to four per cent (4%) of the total straight time earnings for the period prior to May 1st in any year and such four per cent (4%) shall be considered vacation pay.

- 31.02 For those employees requesting vacation time, two (2) weeks vacation will be scheduled during the months of May to September which shall be taken on a seniority basis within each department. Preference of the employees for vacation time will be indicated to the Employer by the employees in order of seniority, but the Employer will make the final decision as to when the vacations can be taken.
- 31.03(a) When a part time employee has five thousand eight hundred and fifty (5,850) hours, he/she shall be entitled to vacation pay of six per cent (6%) of straight time earnings and three (3) weeks vacation time off.
- (b) When a part-time employee has worked nineteen thousand five hundred (19,500) hours, he/she shall be entitled to vacation pay of eight percent (8%) of straight time earnings and four (4) weeks vacation time off.
- (c) Effective May 31, 1992 when a part-time employee has worked fifteen thousand, six hundred hours (15,600) he/she shall be entitled to vacation pay of eight percent (8%) of straight time earnings and four (4) weeks vacation time off. When a part-time employee has worked twenty-nine thousand two hundred and fifty hours (29,250) he/she shall be entitled to vacation pay of ten percent (10%) of straight time earnings and five (5) weeks vacation time off.
- 31.04 Vacation pay, if requested in writing two (2) weeks in advance of scheduled vacation, shall be paid to all employees on the regular pay in advance of the commencement of their vacation, and all normal deductions made from an employee's pay shall also be made from such vacation pay.

ARTICLE 32 - HEALTH & WELFARE - FULL-TIME EMPLOYEES

32.01 O.H.I.P.

The Employer has agreed to pay one hundred per cent (100%) of the billed rate of the O.H.I.P. premium for employees. The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if the employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.

In the event that any of the employees on whose behalf the Employer is paying premiums in accordance with the foregoing are enrolled for semi-private coverage, the Employer will also pay the applicable percentage of the billed premium for such coverage.

- 32.02 Effective February 1, 1992 the Employer will implement a major medical \$10 - \$20 No Co-insurance Plan (similar to Blue Cross E.H.C.). The employer agrees to pay one hundred percent (100%) of the billed single/family rate for employees who participate in the plan. If an employee is otherwise covered, the employer shall not be obligated to contribute.

32.03 **Group Life**

The Employer will pay one hundred percent (100%) of the billed premium for \$15,000 in Life Insurance.

32.04 **Vision Care**

The Employer agrees to pay one hundred per cent (100%) of the billed premium of \$90.00 Vision Care Plan for those employees who participate. Effective February 1, 1997 this amount shall be increased to \$100.00 every twenty-four (24) months. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

32.05 **Dental Plan**

The Employer agrees to pay seventy-five per cent (75%) of the billed premium of a Dental Plan equivalent to a Blue Cross #9 Plan under the 1987 O.D.A. fee schedule. Effective February 1, 1997 the Dental Plan will operate under a one year lag O.D.A. fee schedule.

32.06 **Pension Plan**

- (a) Commencing January 1, 1989 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to two percent (2%) of applicable wages to the Nursing Homes and Related Industries Pension Plan being a multi-employer pension plan (the "Plan") for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being two percent (2%) of applicable wages.
- (b) Commencing January 1, 1990 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Plan for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- (c) The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- (d) Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred and seventy-five (975) hours of service.
- (e) The Employer and Employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.

- (9) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the costs of benefits provided by the Plan or be responsible for providing any such benefits.
- (g) The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan on a timely basis with all information required pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

ARTICLE 33 - LEAVE OF ABSENCE FOR EMPLOYEES

- 33.01(a) It is agreed that the Employer will grant leave of absence without pay upon request to employees for attendance at Union Schools and conventions providing that there are not more than two full-time employees, and one part-time employee on such leave at any one time and further providing that at least three (3) weeks notice in writing is filed with the Administrator.
- (b) It is agreed that the employees granted time off must be from various job classifications and the maximum number of days for a Union School shall not exceed seven (7) days in any one contract year.
- 33.02(a) In addition to a leave of absence granted for reasons of illness or physical disability, referred to in Article 16.05, (in which case seniority shall not be considered to be broken for a period of up to eighteen (18) months), the Employer may also grant or refuse a request for a leave without pay for extenuating personal reasons, provided that the Employer receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specify the date of return.
- (b) If the leave of absence is granted, the employee shall be advised in writing with a copy sent to the Union Office. The Employer agrees that such advice shall be given to the employee no later than 3 weeks from the date of request.
- (c) Employees who are on a leave of absence will not engage in gainful employment on such leave and, if an employee does engage in gainful employment while on such leave, he/she will forfeit all seniority rights and privileges contained in this Agreement, unless otherwise agreed by the Union and the Employer.
- (d) An employee who has been granted a leave of absence of any kind and who overstays his/her leave, unless he/she obtains permission or provides a satisfactory explanation, shall be considered to have terminated his/her employment without notice.
- (e) If a full-time employee has not completed two (2) years of employment, credits for seniority, salary increases, vacation and cumulative sick leave will be suspended

during leave of absence without pay.

- (9) A full-time employee with more than two (2) years of service, who is granted a leave of absence, will continue to accumulate vacation and sick leave credits to a maximum of three (3) months.
- (g) If the leave of absence exceeds three (3) months, such full-time employee shall accumulate no further vacation or sick leave credits, but shall continue to accumulate seniority to a maximum of six (6) months.
- (h) Unpaid leave of absence in excess of thirty (30) consecutive days shall not count as service to advance a full-time employee to a one (1) year or two (2) year wage rate in a job classification. However, a leave of absence because of a work related disability or personal illness shall count **as** service for wage progression purposes.

33.03 **Bereavement Leave**

Upon the death of an employees' spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.

The Employer will grant leave of absence for three (3) working days ending with the day of the funeral upon the death of an employees' mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent or grandchild.

An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.

- (a) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay; but it is understood that if an employee is on sick leave and attends the funeral that the Bereavement Leave will not be charged against leave accumulated.
- (b) Where it is necessary because of distance, the employee may be provided up to seven (7) days additional unpaid leave.

33.04 **Jury Duty**

An employee required to serve jury duty shall be paid the difference between what he/she would have earned for his/her scheduled hours and the fees received pursuant to the performance of jury duty, This will be effected by the employee signing over his jury duty fees, less expense money received from the authorities for meals and lodging, and the Employer will continue the regular salary payment. The employee is to notify his/her supervisor as soon as possible after receipt of notice of

selection for jury duty. The employee will come to work during those regularly scheduled hours that he/she is not required to attend court.

33.05 **Pregnancy and Parental Leave**

(a) Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

(b) **Pregnancy Leave**

(i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with the Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 33.05 (j): Parental Leave.

- (iv) Notwithstanding Article (b) (ii) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Effective April I, 1992, an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits. In any week, the total amount of the SUB payments and the weekly rate of U.I. benefits will not exceed 75% of the employee's normal weekly earnings.

Such payments shall commence after the two week unemployment insurance waiting period and shall continue while the employee is in receipt of benefits for a maximum period of seventeen (17) weeks.

Vested Interest - Employees do not have a right to SUB payments except for supplementation of U.I. benefits during the unemployment period as specified in the plan.

Other Income - Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Unemployment Insurance Act.

- (c) An employee who does not apply for leave of absence under Article (b) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 33.05 (b) (ii) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums.
- (e) If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.

- (f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article (e).

- (g) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- (h) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under subsection (j) of this provision. The employee shall give the Employer, at least *two* (2) weeks notice, in writing, that she intends to take parental leave.

(j) **Parental Leave**

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the as his or her own.
- (iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- (v) For the purposes of parental leave under Article (j) Parental Leave, the provisions under (a), (d), (e), (f), (g), (h) and (i) shall also apply.

33.06 In order for a part-time employee to qualify for a leave of absence, other than bereavement or pregnancy, she shall have passed the probation period and have attained seniority. Upon being granted a leave of absence, any part-time employee who engages in any other gainful employment, which has not been mutually agreed to, shall forfeit all seniority rights and other privileges or benefits contained in this Agreement, and be subject to dismissal without such dismissal being a matter of

grievance. Effects of any leave of absence upon seniority, service, or continuous employment shall be as follows:

- (1) Paid Leave of Absence - no interruption to seniority, service, or continuous employment.
- (2) Unpaid Leave of Absence - after the probation period service and continuous employment will be uninterrupted. Seniority will be governed by the Seniority Section of this Agreement.

33.07 **Education Leave**

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one month's notice that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants' when applying, must indicate the date of departure and specific date of return.

ARTICLE 34 - LETTERS OF REPRIMAND

- 34.01 Letters of reprimand will be removed from an employees' file after eighteen (18) months from the date of the reprimand.

ARTICLE 35 - SICK LEAVE AND WORKERS' COMPENSATION - FULL TIME EMPLOYEES

- 35.01(a) Effective August 1, 1986, a weekly indemnity plan will be implemented to be effective on the first day of hospitalization or accident or the eighth (8th) day of illness. Coverage will continue for a maximum period of seventeen (17) weeks at sixty-six and two thirds (66 2/3%) percent of an employee's regular salary.
- (b) Employees employed at August 1, 1986 will retain their current sick leave credits until reduced by usage to a new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
- (c) Upon completion of the probationary period, an employee shall be credited with four (4) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1 1/2) days per month of service to a maximum of eighteen (18) days.

Accumulated sick leave credits are to be used for the first seven (7) days of illness.

- (d) The weekly indemnity plan will apply to employees upon completion of the probationary period.
 - (e) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against employee's vacation credits.
 - (f) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income.
 - (g) Absence for injury compensable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.
 - (h) Once sick leave credits are earned, they may be used when sickness forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total credits accumulated.
 - (i) An employee who will be absent due to personal illness or injury must notify the Employer at least one hour prior to the commencement of shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
 - (j) Employees on Workers' Compensation may request the difference between the allowance paid by Workers' Compensation and their full wage to be paid to them and such difference shall be subtracted from the employee's accumulated sick leave bank.
 - (k)
 - i) When an employee is absent from work because of disabling accident or sickness, the Employer reserves the right to request proof of illness by medical certificate for an absence in excess of three (3) days and for the fourth and succeeding illness in a sick leave year.
 - ii) Where the Employer exercises its right to request proof of illness by medical certificate in accordance with Article 35.01 (k) (i) the medical certificate must be submitted by the employee prior to or immediately upon returning to work. Failure to provide a required medical certificate may result in a loss of pay.
 - (l) Upon request, the Employer will notify the employee of his accumulated sick leave credits.
 - (m) The Employer shall continue to pay its share of any and all health and welfare benefits during periods of illness up to the time that Weekly Indemnity benefits expire.
- 35.02(a) Where a full time employee is absent due to illness or injury, which is compensable by Workers' Compensation, the Employer shall continue to pay its share of any and

all health and welfare benefits during such absence so long as the employment relationship continues up to a maximum of 2 years.

- (b) An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- (c) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

35.03(a) An injured employee shall preserve the seniority which she had accrued up to the time of the accident while in receipt of W.C.B. benefits or while under appeal, for a period of up to two (2) continuous years following the accident. During the period of up to *two* (2) years, the employee shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical ability to perform her normal job.

(b) If an employee returns to work within the two (2) year period mentioned in Article (a) above, he/she shall be returned to his/her former job, or to work of a comparable nature at the same salary level and without loss of seniority to the date of injury. (This would be effected by the returning employee displacing the employee with the least seniority in the same classification, on the same shift and working the same number of hours, provided the employee he/she seeks to replace shall not have more seniority than the returning employee).

(c) If, on the recommendation of the Workers' Compensation Board or the attending physician, the employee is capable only of performing work of a different kind, or a lighter nature, and such work is available within the Nursing Home, in a classification which is covered by this Agreement, then the returning employee may exercise his/her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the department, provided the employee he/she seeks to replace shall not have more seniority than the returning employee.

35.04 Where an employees vacation is interrupted due to a serious illness, the period of serious illness shall be considered as sick time, provided, the employee provides satisfactory documentation to support the illness.

The employee shall re-schedule the portion of time in mutual agreement with the supervisor.

ARTICLE 36 - STATUS CHANGE

36.01 A full-time employee, changing her status to that of a part-time employee covered by this Agreement, shall retain her seniority. Upon entering into a part-time status she shall suffer no loss of wage rate, and will then progress in seniority and wage rate

increase in the same manner as other part-time employees covered by this agreement.

- 36.02 A part-time employee, changing her status to that of a full-time employee covered by this Agreement, shall retain her seniority. Upon entering into a full-time status she shall suffer no loss of basic wage rate, but shall forfeit the premium paid part-time employees in lieu of benefits, and then will progress in seniority and wage rate increase and benefits in the same manner as other full-time employees covered by this Agreement.
- 36.03 Employees transferring under the provisions of Articles 36.01 and 36.02 shall not be entitled to change their status for a period of three (3) months after their most recent status change. It is agreed and understood that this shall not apply to an employee displaced by bumping.

ARTICLE 37 - HEALTH AND SAFETY COMMITTEE

- 37.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- 37.02 A joint management and employees health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- 37.03 Two representatives of The Joint Health and Safety Committee, one from management and one from the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representative must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.
- 37.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from The Workers' Compensation Board relating to the number of work accident fatalities, the number of lost work day cases, the number of lost work days, the number of non-fatal cases that required medical aid without loss work days, the incidence of occupational injuries, and such other data, as The Workers' Compensation Board may decide to disclose.

37.05 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 38 - RETROACTIVE PAY

38.01 Retroactive payment will be made within six (6) weeks of ratification and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified to their last known address. Entitlement is lost if not claimed within 30 days. Retroactivity will be paid on a separate cheque.

ARTICLE 39 - SHARED COST OF PRINTING COLLECTIVE AGREEMENTS

39.01 It is agreed that the Employer and the Local Union shall share equally in any cost of the printing of this Collective Agreement.

ARTICLE 40 - DURATION AND TERMINATION

40.01 This Agreement shall be in effect from the 1st day of April 1993 up to and including the 31st day of March 1997 and shall continue in full force and effect until a new Agreement is reached either during the course of negotiations, conciliation, or arbitration proceedings as required by The Labour Relations Act of Ontario and/or The Hospital Labour Disputes Arbitration Act of Ontario.

40.02 In the event that either party gives written notice to amend the Agreement within ninety (90) days prior to March 31, 1997 negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such written notice shall list the subject matter of the proposed amendments or revisions. Either party reserves the right to amend or revise such list provided the above mentioned written notice is given prior to the commencement of negotiations.

ARTICLE 41 - WORK OF THE BARGAINING UNIT

41.01 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the Bargaining Unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the Bargaining Unit.

IN WITNESS WHEREOF the Employer and the Union have executed this Agreement this day of _____, 199

FOR THE EMPLOYER

J. Dittler

FOR THE UNION

A. Miller
R. Dour
G. Stone
D. Ross
[Signature]
37

**VERSA-CARE WINDSOR PLACE
WAGE SCHEDULE "A"**

**April 1, 1995
1% increase**

RPN

Probation	\$14.57
start	\$14.78
1st Increment	\$15.19
2nd Increment	\$15.58

NURSE AIDE

Probation	\$12.29
start	\$12.49
1st Increment	\$12.89
2nd Increment	\$13.31

NURSE AIDE WITH HEALTH CARE AIDE CERTIFICATE: ACTIVITIES AIDE

Probation	\$12.48
start	\$12.69
1st Increment	\$13.08
2nd Increment	\$13.48

HOUSEKEEPING AIDE: LAUNDRY AIDE: DIETARY AIDE: HANDYMAN

Probation	\$12.14
start	\$12.34
1st Increment	\$12.76
2nd Increment	\$13.15

COOK I (WHERE APPLICABLE)

Probation	\$13.53
start	\$13.74
1st Increment	\$14.18
2nd Increment	\$14.56

COOK II

Position	\$12.95
start	\$13.15
1st Increment	\$13.56
2nd Increment	\$13.99

CLERK RECEPTIONIST

Probation	\$12.29
start	\$12.49
1st Increment	\$12.89
2nd Increment	\$13.31

An RPN required by the Employer to be in charge of the Lodge in the absence of a registered nurse shall be paid an additional \$0.70 per hour for each hour she is in charge.

A retroactive payment of \$500.00 will be paid to all full time employees, and \$250.00 to all **part** time employees, who were on payroll April, 1996 and regularly scheduled.

NOTE: The rates of pay on Schedule "A" do not include pay equity.

LETTER OF UNDERSTANDING
RE: HEALTH CARE AIDES

BETWEEN:

VERSA CARE LTD. (WINDSOR)

- and -

SERVICE EMPLOYEES' UNION, LOCAL 210

In order for an employee to be deemed qualified for a position as a full-time Health Care Aide, candidates must have either a Health Care Aide Certificate, the equivalent of one years experience as a Nurses Aide or willing to take a Health Care Aide course within one year from the date the employee is awarded the Health Care Aide position.

An employee who applies for a full-time Health Care Aide position in accordance with Article 18 of the Collective Agreement who is awarded the position will be paid at the Nurse Aide rate until successful completion of a Health Care Aide course. The Company will submit the employee's name for a Health Care Aide course provided by the Windsor Essex Skills Training Advisory Committee, If accepted for the WESTAC course the employee will not be required to pay for the course and the employee will not suffer loss of hours.

After successful completion of the course, the employees rate of pay will be adjusted to the Health Care Aide rate.

Any employee who desires to apply for a part-time Health Care Aide position but who does not have either a Health Care Aide Certificate or the equivalent of one year's experience as a Nurse's Aide may apply to the Company to be submitted for consideration as a student for a Health Care Aide course provided by WESTAC.

If accepted for the WESTAC course the employee will not be required to pay for the cost of the course and the Company will endeavour to rearrange the employee's schedule to accommodate for the time of the course. After successful completion of the Health Care Aide course the employee will be eligible for consideration for a Health Care Aide position in accordance with Article 18 of the Collective Agreement.

Dated this day of , 199

FOR THE EMPLOYER

m. J. Suttler

FOR THE UNION

R. M. Miller

R. D. ...

A. ...

[Signature]

LETTER OF UNDERSTANDING

RE: PENSION

BETWEEN:

VERSA CARE LTD. (WINDSOR)

-and-

SERVICE EMPLOYEES' UNION, LOCAL 210

The information pursuant to Article 32.06 of the Collective Agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Plan and the Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee by Article 32.06 of the Agreement are:

A. To be provided once only at Plan commencement:

Date of Hire
Date of Birth
Date of First Remittance
Seniority List (for purpose of calculating past service credit)

B. To be provided with each remittance:

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings

C. To be Provided once, and if status changes:

Address as provided to the Home
Termination date when applicable

D. To be provided once if they are readily available:

Gender
Marital Status

Dated this **day** of , 199 .

FOR THE EMPLOYER

W. Sittler

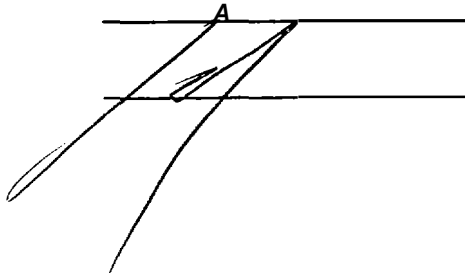
FOR THE UNION

Quonmillan

K. Douth

L. Plome

BC



LETTER OF UNDERSTANDING

RE: PAY CHEQUES

BETWEEN:

VERSA CARE LTD. (WINDSOR)

-and-

SERVICE EMPLOYEES' UNION, LOCAL 210

We confirm our advice during negotiations that pay cheques will be issued to employees on the night shift on the Wednesday night or by 7:00 a.m. Thursday morning provided the pay cheques are available for distribution and the Employer will make a sincere effort to have the cheques available by that time.

Dated this day of , 199 .

FOR THE EMPLOYER

FOR THE UNION

J. Sittler

QuMillie

K. Dore

H. Pierre

B. Brown

[Signature]

LETTER OF UNDERSTANDING

RE: CONTRACTING OUT

BETWEEN:

VERSA CARE LTD. (WINDSOR)

- and -

SERVICE EMPLOYEES' UNION, LOCAL 210

During the term of this Agreement the Employer shall not contract out any work normally performed by employees in the bargaining unit.

Dated this day of , 199 .

FOR THE EMPLOYER

FOR THE UNION

M. J. Little

A. O. Melnick

K. D. Galt

W. Pierre

B. Cross

[Signature]

LETTER OF UNDERSTANDING

RE: UNIFORMS

BETWEEN

VERSA CARE LTD. (WINDSOR)

-and-

SERVICE EMPLOYEES' UNION, LOCAL 210

During the term of this Agreement, the dress code for employees will be as follows:

Nursing Staff:

White or pastel dress or pant suit uniforms. White hosiery (white socks with pant suits)
Sweaters or Lab Coats (white or corresponding colour).

Dietary Staff:

White or pastel dress or pant suit uniforms
Hair nets
No nail polish

Activity Aide:

Appropriate street clothes
Smock (any colour)
Duty shoes

Cooks:

White dress or pant suit uniforms

All other Staff:

Pastel dress or pant suit uniforms

All Staff:

White duty or approved shoes (not white running shoes). Nametags for identification to residents and fellow staff as required by accreditation.

No T-Shirts

Minimal jewellery, e.g. wedding bands (no dangle earrings, bracelets, etc. safety) pastel and clear nail polish only.

Receptionist

Appropriate street clothes (No blue jeans)

Dated this day of , 199 .

FOR THE EMPLOYER

M. Sittler

FOR THE UNION

A. Muller

K. Dault

W. Pomeroy

B. Gray

LETTER OF UNDERSTANDING

RE: VACATION AT CHRISTMAS

BETWEEN:

**VERSA CARE LTD. (WINDSOR)
WINDSOR FACILITY**

- and -

SERVICE EMPLOYEES' UNION, LOCAL 210

Employees will be allowed to take vacation at this time on a Seniority Rotation basis, i.e., the most senior employee will be allowed prior to junior employees. The requests of full-time employees will take precedence over part-time employees' requests. Such vacation must be taken in block of five (5) working days.

Once an employee has utilized vacation in this manner, they shall not be allowed to do so again until all other junior employees have done so.

Employees are to provide sufficient advance notice to Management of their intention to take vacation at this time, in order not to disrupt the operating efficiency of the Home, and to maintain appropriate staffing levels.

Vacation will be allowed by shift and department in accordance with the following chart:

	<u>Total Number of Employees Throughout Department</u>	<u>Each 24 Hour Period (3 shifts)</u>
1.	Nursing	3 employees
2.	Activities Maintenance Office Hairdressing	1 employee
3.	Dietary	2 employees
4.	Laundry/Housekeeping	1 employee

LETTER OF UNDERSTANDING

RE: CHIEF STEWARD/UNION BUSINESS

BETWEEN:

**VERSA CARE LTD. (WINDSOR)
WINDSOR FACILITY**

- and -

SERVICE EMPLOYEES' UNION, LOCAL 210

The Chief Steward shall be allowed a maximum of two (2) hours per week during regular scheduled hours to deal with union business.

It is understood the purpose of this letter is to allow the Chief Steward to deal with union issues with as little interruption to resident care as possible.

This time shall be the only time used for dealing with union business during regular scheduled hours. In order to ensure that resident care is not interrupted, the Chief Steward and her immediate supervisor shall mutually agree to a schedule on a biweekly basis.

This letter of understanding will be subject to review by the parties three (3) months from the date of signing.

Dated this day of , 199 .

FOR THE EMPLOYER

n.f. Dittler

FOR THE UNION

Quinn

K. Drou

L. Perre

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LETTER OF UNDERSTANDING

RE: CHIEF STEWARD/UNION BUSINESS

BETWEEN:

**VERSA CARE LTD. (WINDSOR)
WINDSOR FACILITY**

- and -

SERVICE EMPLOYEES' UNION, LOCAL 210

The Employer agrees to meet with employees by February 1, 1997 to explain the elements and criteria required by the carrier for weekly indemnity.

In addition the Employer shall make every reasonable effort to assist employees in resolving disputes over the employees W.I. claims.

Dated this day of , 199 .

FOR THE EMPLOYER

FOR THE UNION

 C. Mullin
 K. Dorak
 K. Ferrie
 B. Ross

 [Signature]

