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No. OF EMPLOYEES	650		
NOMBRE D'EMPLOYÉS	28		

COLLECTIVE AGREEMENT

Between:

**VERSA CARE LIMITED
(Bestview)**

and

**CHRISTIAN LABOUR ASSOCIATION
OF CANADA**

Expires: December 31, 2000

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COLLECTIVE AGREEMENT

Between

VERSA-CARE LIMITED
(formerly Bestview Health Care Centres Inc.)
hereinafter referred to as the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as the "Union"

Expiry: December 31, 2000

ARTICLE 1 - PURPOSE

- 1.01** The parties to *this* Agreement desire to foster and maintain a relationship among the Employer, the Union and the employees which is in every respect conducive to their mutual well-being. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.
- 1.02** If *this* Agreement is silent on any existing rights and privileges, this shall not mean that either the Employer or the employees are deprived of such rights or privileges.
- 1.03** a. It is the desire of both parties to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services.
- b. The parties will endeavour to work together to assure the best possible nursing and health care for residents of the facilities.

ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes the Union as the bargaining agent for and this Collective Agreement shall apply to all employees and locations as outlined in Schedule "A" attached hereto, save and except registered nurses, supervisors and persons above the rank of supervisor.
- 2.02** a. Full-time employee means an employee who is regularly scheduled to work more than forty-five (45) hours in a bi-weekly period.
- b. Part-time employee means an employee who is regularly scheduled to work forty-five (45) hours or less in a bi-weekly period.
- c. Where the feminine pronoun is used in *this* Agreement, it shall mean and include the masculine pronoun where the context so requires and vice-versa.

- 2.03 Registered nurses, supervisors or other personnel outside the bargaining unit **shall** not perform work **normally** done by employees in the bargaining unit if that would mean less available work for the latter.
- 2.04 Employees shall cooperate with nurses and other supervisors in performing any work reasonably required of them when such work falls within the normal range **of** their duties.
- 2.05 The Employer shall not subcontract work if that would result in the bargaining unit personnel to be laid off or to work fewer hours than they would normally work.
- 2.06 **Management Rights**
It is the right **of** the Employer to manage, control, develop and operate the homes covered under this Agreement in every respect subject **only** to the specific limitations set out in **this** Collective Agreement.

The Union agrees that it **is** the function and right of the Employer to:

- a. maintain order, discipline and efficiency;
 - b. hire, classify, direct, approve, promote and lay **off** employees;
 - c. discharge, demote, **suspend** or otherwise discipline employees for just cause and discharge probationary employees subject to the provisions of Article 6.02;
 - d. determine the **work to be** done, **the** location, methods and schedules for the performance of such **work**;
 - e. determine, after consultation with the Union, the number of employees required and the duties to **be** performed by each from **time to time**;
 - f. **make** and alter, from time to time after consulting with the Union, reasonable rules and regulations to **be** observed **by** the employees.
- 2.07 **Labour-Management Committee**
- a. The **parties** agree to establish an active Labour-Management Committee in each establishment or Home covered **by** this Collective Agreement.
 - b. The committee shall **be** made up **of** an equal number (not less than two (2) **of** each) of non-bargaining **unit** persons and bargaining **unit** persons **who** have completed their probationary **period** with one (1) of the non-bargaining **unit** persons **being** the Home's **Administrator**.
 - c. The committee shall keep minutes **of** its meetings and post them in the Home. A **copy** will **be** forwarded to the Union's regional **office** concerned.

The committee shall appoint from among themselves a chairperson and a recording secretary with such positions rotating **as** agreed upon by the committee.

- d. The committee shall meet **as** often **as** required but at least bi-monthly. Meetings shall be convened upon a minimum notice of one (1) week, with the time and date of the meeting to be set by mutual agreement. The agenda for the meeting shall be in writing **with** finalized copies given to all committee members **at least two (2)** days before the meeting.
 - e. Employees serving on the committee **shall** be paid at their regular hourly rate for meeting time during their hours of work.
 - f. The committee shall deal with all matters of mutual concern, however, the committee shall not deal with grievances or negotiations and it is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe on the requirements and minimum standards of the Ministry of Health.
 - g. Any employee or any non-bargaining unit person may refer matters to the committee for consideration. Such referrals shall **be** in writing to the committee.
 - h. **After** having been dealt with **by** the committee, **any** unresolved issue(s) may **be** forwarded **by** a committee member to the Employer's head office. The Employer representative(s) from its head office and a Union Representative will convene a meeting with the committee, in the Home concerned, to discuss the matter. Such a meeting shall take place within thirty (30) days of being referred to the Employer.
 - i. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the **best** possible care to the residents entrusted to them. The parties declare that, in all instances **and** circumstances, they commit themselves to the best of their ability to the happiness, security and physical and emotional well-being of the residents.
- 2.08** Employees acknowledge the existence of the Employer's procedure manuals, personnel policies and other rules and regulations of the Employer and that copies of such **are** on the premises of each Nursing Home and are available upon request for inspection.
- 2.09** Once a year each employee may **be** evaluated **by** her supervisor or manager. The employee **will be** given a copy of the evaluation. The object of this evaluation is to inform the employees of their performance in their jobs and to **allow** discussion regarding their jobs. **An** employee **may** add her own written comments on the Employer's evaluation and these will **be** included in her file.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. Stewards appointed by the Union are representative of the employees in the processing of grievances.
 - b. CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewal of this Agreement and to enforce all rights of the employees under this Agreement and under the law.
 - c. CLAC Representative shall notify in advance the Administrator of the Home or his designate before conducting any business in the Nursing Home and shall not unreasonably interfere with the work in the Nursing Home.
- 3.02 A Steward shall be granted time off, without loss of wages, to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours. The Steward must first obtain permission from her supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Steward will report to her supervisor and then return to her regular duties.
- 3.03 A Steward shall be given ten (10) minutes time off, without loss of wages, to welcome a new employee and to discuss Union membership with such an employee.
- 3.04 The Union has the right to appoint the members of a bargaining committee consisting of an average of two (2) persons per Home. These employees shall be paid by the Employer at regular hourly rates for all time spent on negotiating a Collective Agreement with the Employer whenever this takes place during their regular working hours.
- 3.05
- a. Once every second month, employees may be given the opportunity to meet and discuss Union matters in a room provided by the Employer on the Employer's premises. These meetings may be attended by Representatives of the Union. The Union shall arrange for a mutually satisfactory date with the Administrator or his designate one (1) week before the meeting.
 - b. Such meetings shall take place at the end of the day shift and the Employer shall endeavour to make arrangements to permit employees who must otherwise be on duty to attend these meetings for up to one-half (1/2) hour without loss of pay. No payment of overtime shall be paid to any employee for attending such meetings. It is agreed that a minimum staff, as mutually determined, must be maintained at all times in the Nursing Home.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 During this Agreement and while negotiations (including arbitration proceedings) ~~for~~ a renewal agreement are taking place, ~~the~~ Union shall not permit or encourage any strike slow-down or stoppage of work and shall not otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, this Employer shall not lock out any of its employees or deliberately restrict or reduce hours of work or lay off employees when such layoff is not warranted by the workload.

ARTICLE 5 - UNION MEMBERSHIP AND CHECKOFF

- 5.01 Neither the Employer nor ~~the~~ Union will compel employees to join the Union. The Employer will not discriminate against any employee because ~~of~~ Union membership or lack of it and will inform all new employees ~~of~~ the contractual relationship between the Employer and the Union. Before commencing work, any new employee will ~~be~~ referred by the Employer to a Steward in order to give the Steward an opportunity to describe the Union's purposes and representation policies to the new employee.
- 5.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 5.03 The Employer ~~is~~ authorized and shall deduct from each employee's pay an amount equal to Union dues, in accordance with the Union's policy on dues payment. Such deductions shall go into effect with the first month of employment of an employee. The Employer shall also deduct and remit any authorized initiation fees owing to the Union.
- 5.04 a. The total amount checked off will be turned over to the Union treasurer each month within a week after the last checkoff for the month is made, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. The Employer shall be saved harmless for all deductions and payments made.
- b. The Employer shall annually report on an employee's T-4 form (income tax slip) the amount of Union dues deducted from the employee in that year and forwarded to the Union on the employee's behalf.
- 5.05 Employees who, because of conscientious objection cannot support the Union, may apply to the Union in writing explaining their objections and requesting that their deducted monies be forwarded to a registered Canadian charitable organization. If, in the judgment of the Union, an employee's objections to supporting the Union are valid, the Union will honour the employee's request and forward her deducted monies at the end of the calendar year to a charitable organization which will be selected by mutual

agreement between the employee and the Union.

ARTICLE 6 • PROBATIONARY PERIOD

6.01 Full-time and part-time employees shall serve a probationary **period** of three hundred and seventy-five (375) hours actually worked (excluding sick days).

Prior to conducting the mid-probationary and final review of a probationary employee's performance, the Employer will informally, or formally, as the case may be, solicit input from bargaining unit employees who have worked with the probationary employee. It is understood that this consultation is not a mandatory obligation on the Employer but a recognition that the input of fellow employees in these evaluations may contribute to a full appraisal of new employees' suitability for the work they are expected to perform.

Upon completion of the probationary **period**, an employee shall obtain seniority based on the employee's last hiring date. This date shall be the date for determining increments, vacations, etc. An employee may request a progress report while on probation.

6.02 On or before the expiry date of the probation period, the Employer will confirm to the employee the decision:

- a. (in writing) that she has successfully completed her probation; or
- b. to terminate her employment.

The purpose of the probation period is to provide an opportunity to determine whether a new employee has the ability and qualities to become a reliable, competent employee. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or dismissal.

At or near the middle of the probationary period, the Employer will meet with the probationary employee to review her progress to date, including any areas that require improvement. If the probationary employee thinks her review is unfair she may request and shall be granted a further meeting with the Employer. A Steward may be present if the employee so requests, it is understood that such performance reviews are not grievable.

6.03 Employees hired as part-time employees and who have completed their probationary period shall not be required to serve an additional probationary period when promoted to the status of full-time employee. If, during her probationary period, an employee is transferred from part-time to full-time status or vice-versa, the employee shall be credited with and retain all hours worked for probationary purposes.

- 6.04** During the probationary period, **an** employee shall not receive **any** holidays (Article 17), vacation time (Article 18), health and welfare benefits (Article 19), sick leave (Article 20), **uniform** allowance (Article 26), leave of absence (Article 22) or any other benefits except for those allowed under the Employment **Standards Act**.
- 6.05** Upon completion of the probationary period, each new employee's name shall be added to the seniority **list** and their seniority shall date back to the date of hire. In addition, each **new** employee shall be credited from the date of hire with **the** appropriate sick leave credits and **uniform** allowances.
- 6.06** The employee involved in the orientation/familiarization will confirm that it has been completed and **this** will be noted on the newly hired employee's personnel file which will be reviewed with such employee and the employee shall **also be** able to comment. The newly hired employee shall acknowledge her reading of all orientation/familiarization procedures, if available, and all required procedural manuals, **job** descriptions, rules and regulations pertaining to the employee hired **at** the Employer's Nursing Home by signing a written acknowledgment provided by the Employer.

ARTICLE 7 - WAGE PROGRESSION

- 7.01** **For the** purpose of progression within classifications, nineteen hundred and fifty (1950) hours worked shall constitute **one (1)** year. **Hours** worked shall include all hours worked and paid, hours not worked and paid by the Employer, as well as vacation time, paid holidays, time spent on orientation and authorized leaves of absence as set out in Article 22.06 and 22.07.

ARTICLE 8 - PART-TIME EMPLOYEES

- 8.01 a.** The Employer will **make** the insurances outlined in Article 19 and the sick leave provisions outlined in Article 20 available to **part-time** employees and will pay fifty percent (50%) of the premium paid for full-time employees, for those part-time employees **who** participate. (Employees may **choose** one, several or **all of** the insurances.)
- b.** **Part-time** employees hired prior to July 14, 1988, may continue to receive fifty cents (\$.50) **per** hour worked in addition to the **wage** rates outlined in Schedule "B". This premium shall **serve as** compensation in lieu of the insurances as outlined in Article 19 and sick leave outlined in Article 20. In the event of change of status from part-time to full-time, employees will participate in the benefit programs available to the full-time employees. In the event of a change of status from full-time to part-time, employees will continue to participate in the benefit programs on the **prorata** basis. Effective April 1, 1998 this amount increases to **sixty** cents (60¢) per **hour**. Effective April 1, 1999 this amount increases to seventy cents (70¢) per hour.

Part-time employees currently receiving fifty cents (\$.50) per hour in lieu of benefits may join the prorata benefits program during the months of January and July of each year. Carrier approval is required and some restrictions apply.

Once employees change from payments in lieu of benefits to the prorata insurance and sick leave program, they may not change back to payment in lieu.

- c. The payment in lieu of benefits as set out in this section is not available to employees hired after July 14, 1988 except as agreed to by the parties. (See Letter of Understanding dated July 10, 1998.)

8.02 Part-time employees who were, as of May 15, 1987, receiving Employer premium payment for the insurances outlined in Article 19 and were eligible for other benefits, shall continue to participate in and receive these benefits the same as full-time employees until such time as their scheduled hours are reduced below twenty-two and one-half (22%) hours per week.

8.03 Part-time employees who choose to continue to receive the part-time in lieu of payments and who were employed prior to June 1, 1978 shall retain their accumulated sick days for use in cases of sickness or for "cash-out" purposes as outlined in Article 20. Such an employee shall not accumulate any additional sick days while employed as a part-time employee.

8.04 The premium paid to part-time employees in lieu of participating in the insurances and sick leave provisions shall be paid on hours regularly worked and not on hours worked overtime.

ARTICLE 9 • JOB POSTING AND VACANCIES

9.01 When filling any vacancy, the Employer shall give preference to qualified applicants in the following order of preference:

- a. employees with seniority within the classifications
- b. employees With seniority in the Home, (Le., bargaining unit seniority)
- c. employees who have not attained seniority
- d. applicants from outside the Home

The Employer shall inform any laid off employees With seniority at their last known address of vacancies which occur during their layoff.

For the purpose of this article, employees working temporarily in the department at the time a vacancy posting is made shall be considered as working outside the department.

9.02 The Employer will post permanent job vacancies and temporary vacancies that are expected to be for a period of four (4) weeks or longer, or that have been vacant for four (4) weeks and there is no firm, written commitment that the absent employee will return

within **two (2)** weeks of the time the **four (4)** week period expires. The posting will indicate:

- a. classification
- b. department
- c. starting date **of** the position
- d. qualifications required
- e. anticipated duration for temporary position
- f. shift to be worked and the approximate number of shifts per pay period

9.03 When filling a **job** vacancy, the Employer will consider:

- a. skill, qualifications and ability
- b. seniority

Preference will **be** given to qualified employees with the most seniority **as** outlined in Article **9.01**, unless the Employer **has** justifiable reasons for giving greater consideration to the factors **as set** out in **9.03(a)**.

At the time a vacancy is filled, **and** if the applicant to **whom** it is given is not the most senior applicant, the Employer shall provide other seniority applicants with a letter stating the reasons they were refused **the job** posting.

9.04 Notice of **a** vacant position shall **be** posted on the bulletin board for at least seven (7) calendar days. A vacancy created **by a job posting shall not be** subject to more **than** one (1) further posting.

Applications must **be** submitted in **writing to the supervisor in** charge by 4:00 p.m. on the seventh **posting** day. The posting shall note the applicable date **and** time deadline for receipt of applications.

The Employer will fill openings resulting **from the** second **job** posting at its discretion, based on Articles **9.01** and **9.03**, after the successful applicant **for the** second posting **is made known**.

9.05 a. The employee selected **to fill** a vacant position shall hold that position on **a trial** period for up **to thirty (30)** days worked **by the** employee. The position shall become permanent **after the trial period unless:**

- i. the employee feels **that she** is not suitable for the **job** and Wishes to return to her former position; **or**
- ii. the Employer feels that the employee is not suitable **for the job**.

In either case, **the** employee will return to her former position and wage rate without **loss** of seniority. Any other employee promoted **or** transferred **as** a result of the

rearrangement of the position(s) shall also be returned to her former position and wage rate without loss of seniority. These provisions shall also apply in the event of a transfer to a job outside the bargaining unit. It is understood, however, that no employee shall be transferred without her consent to a position outside the bargaining unit.

- b. In dealing with the qualifications of employees who apply for vacant positions, where immediate qualifications are not required, the Employer shall consider such an employee temporarily qualified for the vacancy:
 - i. if the employee undertakes to apply for and commence attendance of the next available health care aide certificate course offered by a community college in the area of the home and provided the employee successfully completes that course within eighteen (18) months;
 - ii. it being understood that the employee is subject to all other provisions regarding the posting and filling of vacancies, except that if the employee is selected to fill the vacancy, she shall be paid at the start rate of the vacant position she fills.

An employee who has been awarded a job as above must advise her supervisor within thirty (30) days in writing of her intent to enrol in the job-required course, providing the date the course commences and finishes. If the non-health care employee does not provide this written information and/or does not successfully complete the course, she shall be immediately returned to her former position. The Employer shall then re-post the health care aide vacancy for which the previously unsuccessful non-health care employee shall not be eligible to apply.

The completion of the health care aide certificate course shall not be required from non-health care applicants who are already qualified with a health care aide certificate or are qualified as an R.P.N. or as an R.N.

9.06 The applicant selected to fill a vacant position shall be paid as follows:

- a. during the thirty (30) days worked by the employee in her trial period, her previous rate of pay;
- b. upon successful completion of the trial period, a seniority employee shall receive her previous rate of pay or the "start" rate in the new classification, whichever is greater, if the new classification's rate of pay is higher; or, if the new classification's rate is lower, a seniority employee shall be paid in accordance with her seniority in the wage grid applicable to the new classification;
- c. upon successful completion of the trial period, an employee who has not completed her probationary period, as outlined in Article 6.01, shall receive the probationary wage rate of the new classification until her employment probationary period is completed.

- 9.07 The Employer may fill posted vacancies temporarily until a permanent candidate is selected.
- 9.08 No part-time employee shall fill a vacant full-time position until that vacancy has been posted and full-time employees have had an opportunity to apply.
- No full-time employee shall fill a vacant part-time position until that vacancy has been posted and part-time employees have had an opportunity to apply.
- 9.09 Employees who are on vacation may indicate in advance their desire to apply for a posting if such a posting should occur during their absence. In such a case, the Employer shall fill the vacancy temporarily. The employee giving advance notice must get a duplicate of the notice, signed as received by the supervisor concerned.
- 9.10 The successful applicant for a temporary job posting is not eligible to apply for another posting until the temporary position has terminated or unless the posting being applied for has more hours or is permanent in nature.

ARTICLE 10 - JOB CLASSIFICATIONS AND RATES OF PAY

- 10.01 Employees shall be classified and paid in accordance with Schedule "B" attached hereto.
- 10.02 Wages shall be paid by the Employer on a biweekly basis, via direct deposit to the banking institution (bank or credit union) of the employee's choice. The pay will be deposited in the employee's account and available to her by 6:00 a.m. on the applicable Thursday. Pay stubs will be handed out to employees as soon as available.
- 10.03 When an employee who is scheduled and reports for work in a normal manner and is notified that no work is available, she shall receive a minimum of four (4) hours of pay.
- If the foregoing occurs for the 11:00 p.m. shift, the employee will not be sent home but will work and be paid for the full 11:00 p.m. to 7:00 a.m. shift.
- 10.04 When an employee is "called in" for an emergency, she shall receive a minimum of four (4) hours pay at the appropriate rate. If an employee is called one (1) hour or more before she is scheduled to report for work and informed that she is not to report for work than the provisions of this Article shall not apply.
- 10.05 Employees called in for an employee who has not started her shift shall be paid for the full shift called in for, even if they report late due to short notice. It shall be the responsibility of the Employer to ascertain the approximate time the called-in employee is able to report for work.
- 10.06 a Prior to establishing a new classification the parties shall discuss and consult with each other on the requirements and qualifications for the new classification, and they

will negotiate wage rates for such a new classification. If they fail to reach an agreement on wage rates, they shall submit the dispute to arbitration.

- b. The parties understand and recognize that employees may wish to upgrade their qualifications and skills in order that they may apply for positions within new classifications, should they arise.

Employees wanting to upgrade themselves will be given the opportunity to apply for new positions in accordance with the provisions of Article 9, provided:

- i. they have the ability required for the new position; and
- ii. they obtain the necessary qualification required for the position within six (6) months from the date of being accepted into the new position, or the length of time required to successfully complete the certificate program. The intent is that the employee enroll at the earliest date the course is offered and that is completed in accordance with the time frames of the educational institution concerned.

The intent of the parties is to permit employees to upgrade themselves and give them preference for new classifications where and whenever this is reasonably possible.

10.07 Employees who are assigned to work in more than one (1) classification shall be paid at the appropriate hourly rate for all hours worked in each classification.

10.08 Shift Premium

All employees who are required by the Employer to work on two (2) or more shifts within any two (2) week period, shall receive a shift premium of thirty cents (\$.30) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium, and shift premium will not form part of the employee's straight time hourly rate.

10.09 In circumstances where the employee's paycheque is in error, the Employer will correct such error as soon as possible, but not later than three (3) week days from the day the error is made known to the Employer.

10.10 Pay periods shall not be changed except by mutual agreement of the parties in writing.

10.11 Responsibility Allowance for Work Outside the Bargaining Unit

When the Employer temporarily assigns an employee to carry out the responsibilities of a supervisory person for a period in excess of one-half (½) shift, the employee shall receive five dollars (\$5.00) per shift.

10.12 There shall be no pyramiding of any benefits payable under this Agreement or under any statute or legislation applicable to the employee.

ARTICLE 11 • WORK SCHEDULES, HOURS OF WORK AND OVERTIME

- 11.01** Barring unforeseen circumstances, the Employer shall post work schedules on a four (4) week basis at least one (1) week prior to the effective date of the schedule. No changes shall be made in the schedule of the employees once the effective date has been reached unless the employee(s) agrees. Employees who have days or hours added to their schedule after the work schedule is posted shall be so informed personally by the Employer at the time that the extra work is added to the schedule.
- 11.02** Employees will not be moved to other shifts unless mutually agreed upon or unless they were hired for all shifts.
- 11.03**
- a. New employees in all classifications except that of R.P.N. shall receive four (4) working shifts of orientation. New employees in the R.P.N. classification shall receive five (5) working shifts of orientation.
 - b. Orientation time shall be scheduled on all shifts and an employee being oriented shall be an "extra" in addition to the regular number of employees.
 - c. During orientation the new employee shall be paid at three dollars (\$3.00) per hour below the starting rate in effect for her classification. Upon the successful completion of her probationary period, the new employee will be paid three dollars (\$3.00) per hour adjustment for all hours worked during orientation.
- 11.04** It is agreed that the normal shifts shall be as follows:
- a. The first shift of the day shall commence at 11:00 p.m. and finish at 7:00 am
 - b. The second shift of the day shall commence at 7:00 a.m. and finish at 3:00 p.m.
 - c. The third shift of the day shall commence at 3:00 p.m. and finish at 11:00 p.m.
- The parties recognize that there are existing shifts, including short shifts, that vary from the times set out above and that there may be a requirement to change shifts or establish alternative shifts in the future.
- Changes, if required, will be based on the need to provide efficient, quality care for residents. Changes will not be implemented without concern for and without consultation and mutual agreement with the Union.
- d. No nursing staff employee shall be scheduled to work more than two (2) different shifts in one (1) work week without a break of at least sixteen (16) hours, and in the case of a nursing staff employee coming off night shift(s) to another shift, the break shall be at least twenty-four (24) hours unless the employee agrees otherwise.

No housekeeping/maintenance, laundry or kitchen staff employee shall be scheduled to **work more** than **two (2)** different shifts in one (1) work week without a break of at least ten (10) hours.

- e. **An** employee may, with the consent of the supervisor, be scheduled to work all shifts provided there **is** a sixteen (16) hour break **between** shifts.
- f. No employee shall work more than seven (7) consecutive days, (and **the** Employer will endeavour to schedule **an** employee to work no more **than six** (6) consecutive days), and no more than twenty (20) shifts in any four (4) week period. Employees may exchange working days and days off providing such change is approved by the supervisor and providing no employee shall work in excess of eight (8) consecutive days due to such **an** exchange or more than twenty (20) shifts in any four (4) week period. If there are scheduling difficulties, the Employer **and** the Union shall meet to arrive **at** a mutually satisfactory solution.
- g. A full-time employee may have "split days" off during the work schedule. However, a full-time employee assigned to the night shift (11:00 p.m. to 7:00 a.m.) shall not have split days **off**. Such employee shall **be** scheduled with a minimum of two (2) full shifts **off** together.

Nevertheless, at a particular Home, **an** agreement may be made with the Union to amend **this** provision.

- h. **The** Employer shall **arrange shifts so** that each full-time, (and where possible, each part-time), employee shall have a free weekend every second weekend, unless weekend work is at the request of the employee. For the purpose of this Article, a weekend **is** considered to **be** a Saturday **and** Sunday, unless mutually agreed otherwise.

11.05 A part-time employee will **be committed to work** additional days (to a total of three (3) days per week) **upon** request by the Employer, specifically during the summer months and at the Christmas-New Year period to replace a full-time employee. The Employer will recognize the integrity of the part-time **position** and will not make unreasonable requests for **additional work by** part-time employees. Unreasonable or consistent refusal by a part-time employee to **work** additional days upon request may result in disciplinary action.

11.06 Full-time employees with **five (5) years or** more seniority may **be** allowed to reduce their work schedule to **a minimum** of eight (8) shifts in a **two (2)** week pay period. The employee will **specify** the time duration in advance. When **an** employee **working** such a reduced schedule **leaves** her position, the **position will be** posted without the shift reduction. Part-time employees **taking** these extra shifts are **not** eligible to receive full-time **benefits**. It is understood that **this** reduction in shifts and hours of work will not create **an** increase in the total compensation cost of the bi-weekly pay period.

- 11.07 Part-time employees shall not be used to deprive full-time employees of the maximum allowable hours where reasonably possible.
- 11.08 A full-time employee shall be paid overtime at the rate of one and one-half (1½) times her straight time hourly rate for all hours worked:
- a. in excess of seven and one-half (7½) hours on any work day; 7½ hrs
 - b. in excess of seven and one-half (7½) hours worked consecutively;
 - c. in excess of twenty (20) shifts in a four (4) week period;
 - d. on an assigned day off when the work is in excess of ten (10) shifts in the two (2) week pay period, except if such work is performed as a result of a voluntary switch in hours with another employee.
- 11.09 A part-time employee shall be paid overtime at the rate of one and one-half (1½) times her straight time hourly rate for all hours worked
- a. In excess of seven and one-half (7½) hours on any work day;
 - b. in excess of seven and one-half (7½) hours worked consecutively;
 - c. in excess of five (5) shifts worked consecutively.
- 11.10 All overtime must be authorized by the supervisor, and a call-in is deemed to constitute such authorization. There shall be no pyramiding of overtime and/or premium pay under any provision of this Agreement.
- 11.11 The Employer shall make every reasonable effort to call in relief staff from the same classification for any employee who does not report for work after giving proper notice, including offering some of the staff shortage time to employees who are working short shifts.
- 11.12 a. If the return to work of an employee from maternity leave, compensable or non-compensable injury or illness or any other leave of absence results in the displacement of another employee or employees, the Employer shall not be responsible or liable for any payment to an employee or employees so displaced resulting from her reassignment to work and the resulting disruption of the work schedule of other employees. However, the Employer shall see to it that a displaced employee is given reasonable notice of reassignment.
- b. If an employee returns early from a leave of absence they will be allowed to do so provided that they provide the Employer with a minimum of two (2) weeks notice. They will be reinstated on the following posted schedule.

11.13 There shall be a master schedule in each facility covered by this Agreement, covering all but unscheduled part-time employees. The schedule shall not be amended or changed without prior consultation between the parties.

The guiding principle in distributing work time not subject to the job posting requirements of this Agreement, shall be that the employee with higher seniority shall be given preference.

11.14 Prior to working a shift that an employee normally does not work, the supervisor shall direct the employee to the written outlines of job routines.

11.15 The procedure for calling in employees shall be continued as per the mutual agreement of the parties and the past practice in each facility covered by this Agreement.

ARTICLE 12 • ABSENCE FROM WORK AND REPORTING

12.01 Calling in Absent

An employee who is unable to report for work shall give the Employer a minimum of four (4) hours notice (except for the day shift for which it shall be required to give one (1) hour notice).

In case notice is not given within the required time, the employee shall not be entitled to her sick pay on the first day of sickness.

Employees absenting themselves from work on a day to day basis are expected to contact their supervisors (or designate) unless it is known that the absence is long term.

12.02 Notice of Return to Work

An employee who is off work due to illness or injury shall inform the Employer in advance of her return to work for her scheduled shifts in accordance with the following:

Period of Absence	Advance Notice Period
Up to 7 days	4 hours
Over 7 days and up to 14 days	24 hours
Over 14 days	48 hours

12.03 Every employee shall be required to obtain a doctor's certificate upon return to work after an illness which lasts longer than two (2) days. The Employer may require a doctor's certificate on the first day of illness if an employee abuses the sick day provisions outlined elsewhere in this Agreement.

ARTICLE 13 - LUNCH AND REST PERIODS

13.01 There shall be one (1) fifteen (15) minute rest period with pay during each half shift at a time designated by the Employer.

Employees on short shifts shall receive their paid fifteen (15) minute break(s) in accordance with the following:

- Shift of less than six (6) hours one break
- Shift of six (6) hours or more two breaks

13.02 Employees shall be granted a minimum of one-half (1/2) hour unpaid lunch period for each shift of five (5) hours or more duration.

13.03 An employee who works more than four (4) hours of overtime after completion of her regular shift shall be provided with a free meal after each four (4) hours of overtime.

13.04 Employees shall be allowed to take their full breaks as set out in Articles 13.01 and 13.02 without interruption, except in cases of fire drills and emergencies. Interrupted breaks shall be extended for the portion missed

ARTICLE 14 - SENIORITY

14.01 Seniority, (bargaining unit seniority), is the ranking of employees in accordance with their length of employment from their last date of hire as obtained following the completion of the probation period as set out in Article 6.

14.02 Classification seniority as referred to in Article 9.01 (a) is the ranking of employees in accordance with their length of time worked within the following classification groupings:

- Housekeeping/Maintenance and Laundry
- Dietary Aide, Assistant Cook, Cook and Baker
- Nursing Aide, Health Care Aide and Life Enrichment Aide
- R.P.N.

14.03 The Employer shall maintain seniority lists and make copies available to the Union upon request.

14.04 An employee's seniority shall cease to exist and shall be deemed terminated if an employee:

- a. voluntarily quits the employ of the Employer;
- b. is discharged and such discharge is not reversed through the grievance procedure;

- c. fails to report on the first day following the expiration of a leave of absence unless she has a justifiable reason;
- d. is laid off for a continuous period of more than eighteen (18) months;
- e. has been absent for five (5) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is given;
- f. retires or is retired
- g. is off work due to illness for the lesser of a period equal to her seniority at the time that the illness commences or twenty-four (24) months;
- h. obtains gainful employment while on a leave of absence from work;
- i. has been employed by the Employer for less than one (1) year and has been receiving Workers' Compensation, as a result of a work related injury while in the employ of the Employer, for twelve (12) months;
- j. has been employed by the Employer for one (1) year or longer and has been receiving Workers' Compensation, as a result of work-related injury while in the employ of the Employer, for twenty-four (24) months.

14.05 Seniority shall be transferable to any Nursing Home operated by the Employer at which the Union has a Collective Agreement with the Employer. However, for the purpose of eligibility for job vacancy postings only, the transferred employee's "seniority" shall be the length of time worked in the facility concerned since the transfer.

ARTICLE 15 - REHIRING AND TRANSFERS

15.01 Employees who terminate their employment and are rehired into the classification which they left within one (1) year, shall be paid at the step on the wage grid which they were at when they terminated. Employees will be required to receive one (1) day of orientation in line with Article 11.03 and shall serve the probationary period as set out in Article 6.

Upon completion of the probationary period, seniority and service will accrue from date of last hire.

15.02 If an employee requests a transfer to another Nursing Home, the request shall be granted if there is a vacancy. The vacancy shall be subject to the posting procedure. An employee rehired or transferred to another location shall report on a mutually agreed date.

- 15.03 An employee who **transfers** to any Nursing Home covered by **this** Collective Agreement shall retain all seniority **from** the **date** of first hiring. **The** employee shall retain credit for **sick** days and vacation pay. The employee, when reporting to the new Nursing Home, shall be subject to the **following**:
- a. serve a **trial** period of thirty (30) days worked **by** the employee if employed in a similar classification. The employee's seniority shall be retained at her former location until the completion of this trial period.
 - b. if working in a similar classification, the employee shall be paid according to total **hours of** employment;
 - c. if working in a different classification, she shall serve the probationary period and the employee shall receive the after probation rate provided she **has** completed the probationary period;
 - d. under no circumstances shall the employee's rate of pay be decreased.

ARTICLE 16 • LAYOFFS

- 16.01 In case **of** layoffs, the Employer will recognize the seniority standing of each employee **as** the continued performance of her work **permits**. Ability to perform available work being relatively equal in the Employer's judgment, seniority shall prevail **so** that the employee having the highest seniority shall **be laid off** last and recalled first.
- 16.02 **For** short term layoffs, the Employer, whenever possible, shall give the employees concerned, **as well as** the Union, a two **(2)** week notice of the intention to lay off employee(s).
- 16.03 The Employer, whenever possible, shall give the Union and the employees concerned **six (6) weeks'** notice **of** the intention to lay **off** employees when the layoff is expected to be permanent **or** long term in nature. Such notice to **the** Union **is** not in addition to **the** notice provided to employees. Length **of** notice to individual employees shall be in accordance with the **Employment Standards Act**. Employees with nine **(9)** years seniority or greater shall **be** provided with one **(1)** additional week's notice for each year of seniority, to a **maximum of** twelve **(12)** weeks' notice.
- 16.04 If **an** employee **or** the Union wishes to file a grievance about a layoff, **this** shall be done **through** the grievance **procedure**.
- 16.05 **An** employee who **is** recalled to work after a layoff must **return to work** within two **(2)** working days if unemployed and within seven **(7)** working days if employed elsewhere. It shall **be sufficient** for the Employer to send notice **of** recall to the employee's last **known** address **by** registered mail.

16.06 Termination

An employee, whenever possible, shall give a minimum of **two (2)** weeks notice of termination of employment.

16.07 The Employer shall give a minimum of **two (2)** weeks notice of termination of employment ~~or~~ shall pay a minimum of **two (2)** weeks wages in lieu of notice except in case of dismissal for cause or termination during the probationary period. ~~If~~, by law, a longer notice of termination must be given or a greater ~~sum~~ paid in lieu of such notice, such longer notice must be provided ~~or~~ greater sum paid.

16.08 Retirement

Employees who have obtained the age ~~of~~ sixty-five (**65**) years shall normally be retired. If their employment is continued, they shall ~~be~~ subject to ~~semi-annual~~ review by the Employer to ~~determine~~ whether they are capable ~~of~~ performing their assigned **duties**. If such employees ~~are~~ capable of performing their assigned duties in the opinion of the Employer, their employment shall ~~be~~ continued until such time ~~as~~ they are not ~~so~~ capable at which time they may be retired.

ARTICLE 17 - PAID HOLIDAYS

17.01 a The following days are paid holidays under this Agreement, for full-time employees who have completed their probation ~~period~~, paid ~~at~~ their regular rate of pay:

New Year's Day	Labour Day	
Heritage Day (third Monday in February)	Thanksgiving Day	
Good Friday	Christmas Day	
Victoria Day	Boxing Day	
Canada Day	Float Day (one, see (b) below)	
Civic Holiday		

b. Float holiday is to ~~be~~ taken ~~at~~ the discretion of the employee, with approval ~~of~~ the Supervisor, ~~and~~ shall ~~be~~ taken within each calendar year. The float holiday cannot ~~be~~ accumulated from one year ~~to~~ another.

~~Prior to October 1st~~ of each calendar year, employees shall inform the Administrator of their ~~selection date~~ ~~for the float~~ holiday. Employees shall ~~notify~~ the Administrator one (**1**) week in advance of their intent to take a float holiday and the day selected. If ~~an~~ employee ~~does~~ not inform ~~the Administrator~~ on or before October 1st, the Employer ~~may~~ designate which day can ~~be~~ used ~~as float~~ holiday.

c. If another federal, provincial or municipal ~~holiday~~ should ~~be~~ proclaimed during the term of this Agreement, such additional holiday will replace one of the designated holidays or ~~the~~ float holiday set out in this Article.

- d. During their probation period, full-time employees will qualify for holidays and holiday pay in line with the provisions of the *Employment Standards Act*.
- 17.02 A full-time employee assigned to work on a paid holiday shall be paid at the rate of one and one-half (1½) times the regular hourly rate for each hour worked, in addition to regular wages for the holiday.
- 17.03 If any of the above named holidays fall on a full-time employee's regular day off, the employee is entitled to receive an additional day off with pay in lieu thereof, within sixty (60) calendar days following the holiday. This day will be at a mutually agreeable time between the employee and the Employer. Failing mutual agreement as to the scheduling of a lieu day or, if the employee prefers, she shall receive one (1) day's pay.
- 17.04 **Part-time Employees**
- a. Part-time employees who have completed their probationary period shall be entitled to the following holidays paid at their regular rate of pay:
- | | |
|--------------------|-------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Float Day |
| Labour Day | |
- Taking of a "float" day is based on the conditions of 17.01(b), and employees will qualify in accordance with 17.04(d).
- b. A part-time employee, irrespective of the number of days worked, working on a paid holiday as designated in Article 17.04(a) shall be paid at the rate of one and one-half (1½) times her regular hourly rate for each hour worked in addition to regular wages for the holiday.
- c. A part-time employee assigned to work on a holiday designated in Article 17.01 (a), other than the *Float* Holiday, and such holiday is not designated in Article 17.04 (a), shall be paid double (2x) time for each hour worked
- d. A part-time employee not working on a holiday as designated in Article 17.04 (a) shall not be entitled to a paid holiday unless she has worked on four (4) days during the four (4) weeks immediately preceding the holiday.
- e. While on probation, part-time employees shall receive payment for holidays in accordance with the provisions of the *Employment Standards Act*.
- 17.05 a. An employee shall not be entitled to holiday pay unless she reports for work on her last scheduled shift before the holiday and on her first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by the Employer or if she is ill on one of the qualifying days and produces an appropriate

doctor's certificate.

- b. No employee shall **be** entitled to holiday pay and sick leave on the same day. If an employee **is** ill on a holiday, she shall only receive holiday pay.
- 17.06 If an employee misses a qualifying day when there are **two (2)** or more consecutive holidays, the employee shall lose one (1) holiday for each qualifying day missed and one (1) further holiday for each day missed in succession to the qualifying day.
- 17.07 **An** employee who is on leave of absence during one of the paid holidays **or** one **of** the qualifying days will receive holiday pay provided she worked within thirty (30) days before the holiday.
- 17.08 Employees shall **be** scheduled to work on Christmas Day of one year or New Year's Day of the next year but not on both of these holidays. If an employee has worked on Christmas Day the previous year, **the** Employer shall make every effort not to schedule her for **Christmas** Day the following year.

Employees with the most **seniority** will **have** first preference for holidays off or worked, providing the facility's operational requirements are met.

Whenever possible and **by** mutual agreement at a facility, employees will **be** scheduled off work for a minimum of three (3) consecutive calendar days at either **Christmas** or New Year's.

- 17.09 **A** part-time employee **who** becomes **a** full-time employee must have completed her probationary **period** before she is entitled to paid holidays outlined in Article 17.01.
- 17.10 **Lieu Days**
If a paid holiday **occurs** during the vacation period of a **full-time** or part-time employee, such employee shall receive **an** additional day's pay in lieu of the holiday at straight time.
- An** employee may, however, prior to going on vacation, inform her **Supervisor** of her preference to take another additional day **off** with pay. Such day must **be** requested two **(2)** weeks in **advance**. Granting of same **is** subject to the operations of the Home.
- 17.11 Full-time employees **who** work **a** paid holiday may select with the approval of their **supervisor**, **another** day **off** in lieu of the paid holiday. Such lieu days may **be** accumulated **to** a maximum of **five (5)** and taken together, but not during **June**, July and August or **at** the **Christmas** holiday period. **A** lieu day **can be taken** up to five **(5)** days before a holiday **on** which the employee **is** scheduled to **work**.

Employees **who** wish to opt for **a** lieu day shall indicate **this** to the Employer **at** least two **(2)** weeks in advance of the paid holiday worked, and then Will **be** paid at the rate of one **and** one-half (1½) times her regular rate, with the remaining pay (straight time for the holiday) paid on the day taken off in lieu **of** the paid holiday worked. If any lieu days are

not taken by the year-end they will be paid out to the employee by December 31st of the year.

ARTICLE 18 • VACATION AND VACATION PAY

18.01 Full-time Employees

Full-time employees shall be entitled to vacation according to the following schedule:

Period Worked (Years)	Time Off	Vacation Pay
Less than 1	1 week	4%
1 but less than 3	2 weeks	4%
3 but less than 5	3 weeks	6%
5 but less than 8	4 weeks	6%
8 but less than 15	4 weeks	8%
15 but less than 25	5 weeks	10%
25 or more	6 weeks	12%

No time off will be given to an employee for vacation unless such employee has completed a minimum of six (6) calendar months of service. Such time off will not take away the employee's right to vacation pay.

18.02 Part-Time Employees

Part-time employees shall be entitled to vacation with eligibility determined on the basis of 1950 hours equaling one (1) year of service.

The schedule for part-time employees shall be as per the above schedule for full-time employees, except that the schedule shall only consist of increments which involve an increase in vacation pay.

18.03 The date to determine the "period worked" is the employee's last hiring date.

18.04 Vacation pay is calculated at the applicable percentage as indicated in Article 18.01 and the definition of "gross earnings" shall be interpreted to mean: Any monies paid directly to an employee by the Employer for hours worked and paid and not worked but paid for by the Employer to the employee, within the vacation year.

18.05 On January of each year the Employer shall post a blank vacation schedule sheet. Between January 1 and April 1 each employee shall have the right to indicate on this sheet the time during which she prefers to take her vacation.

- 18.06 a. The completed vacation schedule shall be determined, if possible, in discussions between the Employer and the Union Stewards between April 1 and April 15. The guiding factors shall be seniority and family circumstances. Whenever a conflict arises that cannot be settled amicably, the dispute shall be resolved by the Employer.
- b. It is general practice not to allow employees to take vacation from December 15th through January 15th due to the three named holidays and increased family and resident expectations during that time period. Notwithstanding this position, requests on an individual basis will be considered, providing operational scheduling and holiday commitments can be met.
- 18.07 a. Consistent with the provisions of the *Employment Standards Act*, employees shall take not less than two (2) weeks of their vacation in segments which are at least one (1) week in duration.
- b. Nevertheless, if an employee is entitled to more than two (2) weeks of vacation time in a given year, she may carry the additional time over into the following calendar year and be entitled to take the time prior to April 30th.

It is understood that references to weeks of vacation refer to seven (7) consecutive calendar days.

18.08 The Employer shall post the final schedule on or about April 15. This schedule shall not be changed except with the consent of the Employer, the Steward and the employee(s) affected

- 18.09 a. Vacation pay is to be paid to an employee by a separate cheque.
- b. An employee may, on the form provided, request and be paid her vacation pay several times a year provided adequate notice is given.
- c. Changes in vacation time and vacation pay percentage for an employee shall be effective on the employee's anniversary date, in the case of full-time employees, or on the calculated date, in the case of part-time employees.

ARTICLE 19 - INSURANCE PLAN

- 19.01 The Employer agrees to contribute one hundred percent (100%) of the premium cost of the following plans for full-time employees (and their families where applicable) who have completed their probationary period.
- a. Life Insurance Plan providing \$25,000 life insurance coverage.
- b. Accidental Death & Dismemberment benefit of \$25,000.

- c. Extended Health Care benefit including a Drug Plan. The amount deductible for health benefits is \$10.00 per individual, \$20.00 per family, once per calendar year.

The Drug Plan coverage shall be for generic drugs, unless otherwise specified by the physician prescribing the drug.

The Extended Health Care benefit includes a Vision Care Plan providing coverage for lenses and frames to a maximum amount of \$100.00 every two (2) years per person for each employee and eligible family members. Effective January 1, 1999 this benefit is increased to \$125.00.

- 19.02 The Employer agrees to pay fifty percent (50%) of the cost of a Dental Plan equivalent to the Blue Cross No. 9 Plan, with a \$25.00 per individual and a \$50.00 per family deductible amount once per calendar year with a one year lag on the ODA fee schedule adjusted January 1st of each year. Effective July 1, 1998 the Employer contribution is increased to sixty percent (60%). Effective July 1999 the Employer contribution is increased to seventy-five percent (75%).

The Employer will reimburse employees for one-half (1/2) of the \$25.00 and \$50.00 annual deductible amounts.

- 19.03 Part-time employees who participate in the above insurances pursuant to Article 8 shall do so on the following basis:

- a. The employee may choose one, several or all of the insurances outlined in Articles 19.01 and 19.02.
- b. The Employer will pay fifty percent (50%) of the premium paid for full-time employees for all the insurances chosen by a part-time employee with the remaining premium cost deducted from the part-time employee's pay.
- c. A part-time employee, as per Article 9.02, assuming a temporary full-time position shall be entitled to 100% Employer-paid premiums for the insured benefits the employee was enrolled in prior to commencement of the full-time position.
 - i. The 100% Employer-paid premium shall commence the month following the commencement of the full-time position.
 - ii. The Employer's portion of the premium shall be reduced to 50% the month following the return to part-time.
 - iii. A part-time employee who receives money in lieu, may elect to continue to receive it or opt for benefit coverage. It is understood that once benefits are chosen the employee will no longer be eligible for the money in lieu when she returns to part-time.

- 19.04 a. Coverage ~~for all of~~ the insurances outlined in Articles 19.01 and 19.02 shall commence for full-time employees upon completion of the employee's probation period, and for part-time employees, subject to Article 8, upon completion of their probationary period or **six (6)** months, whichever comes first.

The Employer is at all times responsible for the enrollment and proper remittance and payment of premiums to the insurance carrier. It is the responsibility of the employee to submit claims. New employees must complete either **an** application ~~for~~ enrollment ~~or~~ a written refusal of all or partial coverage by the end of their probation period.

- b. Coverage **and** payment of benefits under all of the insurances outlined above shall be subject to the specific terms and conditions of the insurance policy contract and **any** legislation which may apply.

The **Union** shall be supplied with a copy of the policy with the insurance carrier(s).

Late application for life and extended health coverage is subject to approval by the insurance carrier. Late dental coverage applications are subject to the insurance carrier's restrictions during the first year of coverage.

- c. All employees **covered by** the insurances shall be supplied with a copy of a booklet, as provided by the insurance company, outlining the coverage to which they are entitled
- d. The Employer will ensure the availability of insured benefit coverage as in effect prior to the commencement of this Agreement ~~or~~ as specifically amended by this Agreement.

19.05 **Benefit Premiums**

The Employer shall continue to pay its portion of insured benefit premiums, provided employees continue to pay their portion, as follows:

- a. during the month in which the employee's leave of absence without pay commences;
- b. while the employee is off due to illness, including the period when receiving paid sick leave benefits paid by the Employer, up to a maximum of three (3) calendar months;
- c. while in receipt of compensation from the Workplace Safety and Insurance Board as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;
- d. while on maternity/parenting leave, for the period it is required to pay benefit premiums, in line with government legislation.

Employees on leave of absence and following the periods set out above may continue benefit coverage ~~until~~ such time ~~as~~ they lose their seniority, providing they make arrangements with the Employer to pay the Employer and employee portion of all benefit premiums to the Employer by the 15th of the month on which the premium ~~is~~ due.

19.06 The Employer shall make arrangements with the insurance company that for all claims filed by an employee the insurance company will issue a cheque directly to the employee's home address. The Employer shall be saved harmless for all such payments made; however, the Employer will assist employees in the processing of their claims. Employees may file dental claims directly With the insurance company.

19.07 A person normally eligible for insurance coverage and on a leave of absence may continue under the insurance plans by paying the total monthly cost to the Employer by the fifteenth(15th) day of each month if ~~so~~ arranged with the Employer for any month in which she is not entitled to Employer paid coverage.

Employees ~~who~~ do not wish to continue insurance coverage while on a leave of absence can discontinue and be reinstated ~~within~~ thirty (30) days of return to ~~work~~ with the restrictions that apply to late application approvals.

19.08 The parties agree that requests for medical certificates shall be as follows:

a. Annual Medical

The employee is responsible for the completion of the medical form provided by the facility.

b. The Employer shall pay the cost for medical certificates if the certificate is requested for reasons other than where the Employer can demonstrate a pattern of abuse for an employee. In the taking of sick time, in which case the employee is responsible for the cost of the medical certificate.

ARTICLE 20 - SICKLEAVE

20.01 a. Full-time employees shall be entitled to accumulate one and one-half (1 ½) sick days per month of employment after they have completed their probationary period. Payment for a sick day shall commence With the first day of sickness. In order to establish credit for a sick day, when an employee has worked for a portion of a particular month, the employee is to have worked a minimum of eighty-five (85) hours in order to receive credit for a sick day for that particular month.

b. Part-time employees hired July 14, 1988, or thereafter, and part-time employees who choose to participate in the insurance and sick leave provisions as provided for in Article 8 of this agreement will be entitled to accumulate 11.25 hours of sick leave credit for each 162.5 hours paid by the Employer to a maximum of 810 hours.

- c. Sick days shall accumulate to a maximum of eighteen (18) days per year and shall be cumulative from year to year to a maximum of 108 days.
- d. **An** employee off work due to illness **and** entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days she would have worked during **that** period.
- e. An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time off work.
- f. Approved sick pay will apply only to scheduled time lost.

20.02 **An** employee absent from work because of **an** injury that **is** compensable under the Workplace **Safety** and Insurance **Act** shall not lose any accumulated sick days.

20.03 **No** sick leave shall be paid if a third party is paying income allowance (e.g., insurance pay for injuries sustained in **an** automobile accident). However, an employee may use accumulated sick days if insurance payments are held up due to a dispute; when such a dispute is resolved in favour of the employee, she shall repay the Employer **and** shall be credited **again** for the sick days used.

20.04 Leave of absence for pregnancy is not to be considered as sick leave and shall be subject to the provisions of Article **22**.

In the event **an** employee becomes ill during a period of vacation time, sick day payments shall not commence until the vacation **period** for which **the** employee was scheduled is completed.

20.05 The Employer agrees to credit full-time employees **who** complete their probationary **period** with one and one-half (1½) sick days for each month of employment while working **as** a probationary employee.

20.06 Sick leave credits are to be referred to in hours **as** opposed to days.

20.07 Employment Insurance Premium Reduction

The employees' **share** of the Employer's Employment Insurance (**EI**) reduction will be retained **by** the Employer towards offsetting the cost of the benefits contained in this Agreement.

Sick benefits will only cease at date of layoff or termination of employment if the disability started within **two (2)** months of the date of layoff for separation and notice of layoff or separation was given prior to the Occurrence of the disability. Otherwise, payment of sick leave benefits will continue after layoff or termination until the lesser of the duration of the disability or the exhaustion of the paid sick **bank**, or seventy-five (75) days.

ARTICLE 21 - PENSION PLAN

- 21.01** This plan applies to all employees covered by this Collective Agreement.
- 21.02** It **is** mandatory for all employees with **six (6)** months employment to participate in the Pension Plan. New employees will join the Plan immediately upon completing **six (6)** months of employment.
- 21.03** The Employer shall deduct from the covered wages of each eligible employee, each pay, an amount equal to four percent **(4%)** of such covered wages.
- 21.04** The Employer shall pay **an** amount equal to four percent **(4%)** of **the** covered wages of each eligible employee.
- 21.05** Covered wages **as** set out in **21.03** and **21.04** above include straight time hourly wages, the **straight** time portion of holiday pay and vacation pay. All other earnings **are** excluded.
- 21.06** The Employer will remit the employee's and the Employer's contribution to Pension Plan # 0398594, a registered money purchase plan, within thirty (30) days following the end of the month for which contributions are payable, together with **an** itemized list of the employees and the amounts **applicable** to each.
- 21.07** The Employer and **the** Union will cooperate **in** providing the information required to **administer** the pension plan on the employee's **behalf**. The plan **shall** be responsible for informing **the** employees about **the** plan **including** an annual statement to each employee, showing their previous years balance, new contributions made, new **earnings** and new balance.
- 21.08 Contribution Continuation**
The Employer shall continue to pay its portion **of** pension contributions, provided employees continue to pay their portion **as** follows:
- a** while **in** receipt **of** compensation from the Workplace Safety **and** Insurance Board as a result **of** **an** injury sustained during employment with the Employer, for up to twelve **(12)** months;
 - b**. **while on maternity/parenting** leave, for the **period** it is required to continue pension contributions, **in** line with government legislation;
- Employer and employee contributions will **be** based on the employee's average covered wages **during** their four **(4)** regular pay periods prior to **being off work**.
- Employees **must** make arrangements with the Employer to pay their portion of all pension contributions **to** the Employer by the **15th** of the month **in** which they are due.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01** The Administrator may grant a request for a leave of absence without pay for personal reasons providing that she receives at least one (1) month's notice in writing, unless impossible. Such a leave may be arranged to the mutual satisfaction of both parties and request for such leave shall not be unreasonably withheld. Applicants must when applying, indicate the date of departure and specify the date of return.
- 22.02** The Employer will give a written reply to the request within one (1) week after he has received the request. If the request is denied, the Employer shall state the reasons in the reply. The Union shall receive a copy of the reply.
- 22.03** Employees on leave of absence, sick leave or Workers' Compensation will not engage in gainful employment elsewhere. An employee who violates this rule will forfeit all seniority rights and privileges and may be dismissed by the Employer
- 22.04** Employees who overstay their leave of absence of any kind shall be considered to have terminated their employment unless they obtained permission from the Employer or provide the Employer with a satisfactory explanation.
- 22.05** To qualify for leaves of absence, an employee must have completed her probationary period. No benefits except as hereinafter provided shall accrue or be paid to any employee on leave of absence.
- 22.06** An employee who has completed less than two (2) years of employment and is granted a leave of absence shall continue to accumulate credits for vacation, sick leave, wage progression and other benefits for a maximum of one (1) month.
- 22.07** An employee with more than two (2) years of employment who is granted a leave of absence will continue to accumulate credits for vacation, sick leave, wage progression and other benefits for a maximum of three (3) months.
- 22.08** If the leave of absence exceeds three (3) months, such employee shall accumulate no further vacation or sick leave credits but shall continue to accumulate seniority subject to the provisions of Article 14.
- 22.09** Unpaid leaves of absence in excess of thirty (30) consecutive days shall not count as service to advance an employee to one (1), two (2) or three (3) year wage rates in a job classification. However, a leave of absence, because of work-related disability or illness, shall count as service for wage progression purposes.
- 22.10 Maternity, Adoption and Parental Leave**
The following, in part, reflects the provisions of the Employment Standards Act on these matters. In all cases of dispute and where the Act as amended from time to time is superior, the provisions of the Act will prevail.

- a. An employee who is pregnant or who adopts a child is entitled to a leave of absence of up to seventeen (17) weeks. The employee must have been in the employ of the Employer for at least thirteen (13) weeks to qualify for the leave and for the payment of above EI benefits.
- b. The employee shall normally give the Employer written notice at least two (2) weeks in advance of the intended date of commencement and completion of the leave. In the case of pregnancy, the employee will provide the Employer with a medical doctor's statement of the estimated date of delivery.
- c. Where an employee intends to return to work sooner or later than the original date, she shall give the Employer at least two (2) weeks written notice in advance. Maternity or adoption leave may be extended beyond the seventeen (17) week period when recommended and certified by a medical doctor.
- d. Employees are entitled to a parental leave of up to eighteen (18) weeks. If the employee is the mother, this leave must be taken consecutive with the maternity or adoption leave. If the employee is the father, parental leave must commence no later than thirty-five (35) weeks from the date of birth or adoption of the child. In all cases of parental leave the employee must give at least two (2) weeks written notice of the intended date of commencement and completion of the leave, and if the employee intends to return sooner than the original date the early return to work shall be subject to at least two (2) weeks written notice to the Employer.

22.11 a Paid Maternity Leave

An employee on leave as set out in 22.10 above, who is in receipt of Employment Insurance Maternity Benefits pursuant to Section 30 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings.

Such payment shall commence on a monthly basis following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Maternity Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Employer will accept the first EI stub as full and sufficient proof of her eligibility for top-up payments for the duration of the maternity leave period.

The employee's regular weekly earnings shall be determined by multiplying her hourly rate on her last day worked prior to the commencement of the leave, times her average hours worked per week during her four (4) regular pay periods prior to the commencement of the pregnancy leave.

- b. The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that 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 the plan.

22.12 The Employer shall grant one (1) day's leave of absence, with pay, per calendar year to a maximum of five (5) Stewards per Home for the purpose of attending steward seminars.

22.13 Education Leave

- a. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the tuition cost associated with such courses. If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.
- b. The Administrator may grant a request for an unpaid leave of absence of up to one (1) year to upgrade employment qualifications, provided that she receives at least one (1) month's notice in writing, unless impossible, and provided that such a leave may be arranged without undue inconvenience to the normal operations of the facility. Applicants, when applying, must indicate the date of departure and specific date of return.

ARTICLE 23 - WORKPLACE SAFETY AND INSURANCE ACT

23.01 Where an employee is absent due to illness or injury which is compensable under the Workplace Safety and Insurance Board, the following shall apply:

- a. 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 under the Workplace Safety and Insurance Board.
- b. Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on compensation under the Workplace Safety and Insurance Board shall be considered as time worked for the purpose of calculating the current year's vacation entitlement.
- c. An absence due to a compensable accident, where the anticipated length of absence is two (2) months or more the Employer will post notice of the vacancy in accordance with the job posting procedure in the Agreement. Where the anticipated absence is less than two (2) months, the Employer may fill the position with part-time employees.
- d. The injured employee shall preserve seniority in line with Article 14.04 (1) or (j). Upon recommendation of the attending physician, the employee shall have the right to return to work. The doctor's recommendation should indicate that the employee has the physical capacity to fully perform the required work.

- e. **An** employee who returns to work within the period set out in Article 14.04 (i) **or** (j), shall return to her former job **or** its equivalent without **loss** of support **or** benefits accrued to the date of **injury** and may displace an employee **with** the least seniority in the same classification.
- f. If, on the recommendation of the attending physician, the employee is capable only of performing work of a different kind **or** of 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 her seniority by bumping into the job at the applicable **salary** level, displacing the employee **with** the least seniority in that classification.

23.02 If an employee is injured or becomes ill during a shift and her absence is covered under the **Workplace Safety and Insurance Act** then the Employer shall pay the employee for her full shift, irrespective of the number of hours worked

ARTICLE 24 - BEREAVEMENT LEAVE

24.01 a **An** employee who **has** completed the probationary period and **is** bereaved of a parent, step parent **as** defined by the **Family Law Reform Act**, grandparent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandchild shall be granted a leave of absence of three (3) days with pay, provided the employee attends the funeral.

The bereavement leave shall be between the date of death and day after the funeral.

b. **An** employee **who** has completed the probationary period and **is** bereaved of her spouse **or** a child shall **be** granted a leave **of** absence of **four (4)** days with pay, provided the employee attends the funeral.

The bereavement leave shall be between the date of death and **two (2)** days after the funeral.

c. **An** employee who has not completed the probationary **period** shall **be** granted the leaves **of** absence in (a) and (b) of **this** article, however, such leave may be without **pay**.

d. Additional **unpaid** bereavement leave will **be** granted if requested under (a) and (b) above.

24.02 If the employee **is** not able to attend the funeral, **the** leave of absence shall be for one (1) day **only** with pay.

24.03 Bereavement pay shall apply only to **days** on which the employee was scheduled to work.

24.04 An employee shall not receive bereavement pay when already receiving holiday pay or vacation pay. If an employee attends the funeral of a member in the immediate family (as specified in **24.01**) while being on sick leave, the bereavement leave will **not** be charged against accumulated sick leave.

ARTICLE 25 - JURY DUTY

25.01 The Employer shall reimburse an employee on jury duty at regular rates of pay for each day while serving on jury duty. The employee **must** provide the Employer with a signed document from the clerk of the court, stating the days in attendance and the amount of payment received from the court. The Employer shall deduct payments received from the court from the employee's wages.

25.02 The Employer shall reimburse an employee called as a subpoenaed witness at regular rates of pay for all scheduled work time missed, to a maximum of five (5) days per employee per calendar year. The Employer shall be provided with a copy of the subpoena and the Employer may deduct any wage compensation amounts received under the subpoena from the employee's wages.

25.03 It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve on jury duty or as a subpoenaed witness.

ARTICLE 26 - APRONS AND UNIFORMS

26.01 Kitchen staff shall be provided with aprons, free of charge, if such aprons must be worn during work.

26.02 Uniform Allowance shall be paid to employees in accordance with the following schedule:

Full-time	\$10.00 mo.
Part-time.....	\$ 5.00 mo.

26.03 Upon completion of probation, employees shall be paid their uniform allowance retroactive to the date of hiring. The payment shall be issued with the next paycheque following completion of the probationary period.

26.04 Uniform allowances shall be paid to employees by separate cheque on or before September 30 and March 31.

26.05 The purpose of uniform allowance is for the purchase and maintenance of uniforms.

ARTICLE 27 - TRANSPORTATION

- 27.01** An employee on duty shall be paid twenty-eight cents (\$.28) per kilometer for authorized use of a personal vehicle on behalf of the Employer's Nursing Home. The Employer will review this rate of compensation from time to time.
- 27.02** Employees shall not transport residents.

ARTICLE 28 - WARNING, SUSPENSION AND DISCHARGE

- 28.01** a. When the behaviour or performance of an employee calls for a warning by the Employer, the warning shall be a written one and a copy of this warning shall be forwarded immediately to the Stewards and the Union. Letters of warning or discipline shall be removed from an employee's file and record eighteen (18) months from the date of issue.
- b. The Employer shall ensure that a Steward is present when an employee is disciplined.
- c. In the event that a supervisor must discipline an employee when a Steward is not available, the supervisor shall administer the discipline and arrange to meet with the **Steward and the employee the next business day.**
- 28.02** Within **five (5)** calendar days, excluding Saturdays, Sundays, and paid holidays, following a warning, the employee may process a complaint about the warning via the grievance procedure.
- 28.03** Within **five (5)** calendar days, excluding Saturdays, Sundays and paid holidays, following a suspension or discharge, the employee may, together with a Union Representative, question the Employer about the reasons for the suspension or discharge. Within **five (5)** calendar days, excluding Saturdays, Sundays and paid holidays, following this discussion, the **Union may** process the complaint via Step 2 of the grievance procedure.

ARTICLE 29 - GRIEVANCE PROCEDURE

- 29.01** The parties to this Agreement recognize the Stewards and the CLAC Representatives as the agents through which employees shall process their grievances.
- 29.02** The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than **five (5)** work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties concerning the interpretation, application or administration of this Agreement. At no time may an employee or group of employees file a grievance on behalf of another employee.

- 29.03** A Group Grievance is defined as a single grievance, signed by a Steward and a CLAC Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure commencing with step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.
- 29.04** A Policy Grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. When submitted by the Employer, it can relate to the conduct of the Union, its Representative or Steward. A policy grievance may be submitted by either party to arbitration under Article 30, bypassing steps 1 and 2. A policy grievance shall be signed by a Steward and a CLAC Representative and submitted to the Employer's Representative and its head office. In the case of an Employer's policy grievance, the grievance shall be signed by the Employer or his Representative.
- 29.05** Step 1
Any employee having a grievance must, accompanied by a Steward or a CLAC Representative, orally submit her complaint to her immediate supervisor within five (5) workdays (excluding Saturday, Sundays and holidays) after the act or condition which caused the grievance. The supervisor will deal with the grievance not later than the third (3rd) calendar day following the day on which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.
- Step 2
If the grievance is not settled under step 1, a Union Representative will, within five (5) working days (excluding Saturdays, Sundays and holidays) of the decision under step 1 or within five (5) working days of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) working days following the said meeting.
- 29.06** A written grievance will indicate the nature of the grievance and remedy sought by the grievor. A copy of the grievance shall be forwarded to the Human Resources Department at the head office of the Employer.

ARTICLE 30 - ARBITRATION

- 30.01** If the parties fail to settle the grievance at step 2 of the grievance procedure, the grievance may be referred to arbitration.
- 30.02** The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the

grievance procedure.

- 30.03** If a party wishes to arbitrate a dispute, it shall indicate whether it wishes to have this done by a board of arbitration or by a sole arbitrator.

If the party serving the notice opts for a board of arbitration, the two parties shall each nominate an arbitrator within seven (7) days and each shall notify the other party of the name and address of its nominee. The two arbitrators so appointed shall jointly select a chairman. If they are unable to agree on the selection of a chairman within seven (7) days of their appointment, either party to the dispute may request the Minister of Labour to appoint a chairman.

If the party serving the notice opts for a sole arbitrator, the two parties shall jointly select a sole arbitrator. In case they are unable to reach agreement on this matter, either party may request the Minister of Labour to appoint an arbitrator.

All references in this Article to a board of Arbitration shall equally apply to a sole arbitrator.

- 30.04** No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairman of an arbitration board or a sole arbitrator.
- 30.05** The decision of a majority is the decision of the arbitration board but if there is no majority, the decision of the chairman of the arbitration board governs.
- 30.06** Notices of desire to arbitrate a dispute and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 30.07** If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with this Article, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 30.08** The arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in the Articles dealing with grievance and arbitration procedures where it appears that the default was due to a reliance upon words or conduct of the other party.
- 30.09** The arbitration board or a sole arbitrator is to be governed by the following provisions:
- a. The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected by it;

- b. The board shall determine its own procedure but shall give full opportunity to all parties to present evidence and made representations;
- c. The board shall **not** have the power to alter or amend any of the provisions of this Agreement;
- d. The parties and the arbitrator shall have access to **the** Employer's premises to **view** working conditions **or** operations which may **be** relevant to the resolution of a grievance;
- e. Where **the** board **is** of the **opinion** that there **is** proper cause **for** disciplining an employee but considers **the** penalty imposed too severe in view of the employee's employment record **and** the circumstances **surrounding** the discharge or suspension, the board may substitute a penalty which **is**, in **its** opinion, just **and** equitable;
- f. The board shall have jurisdiction to determine whether a grievance **is** arbitrable;
- g. **The board** shall determine the real **issue** in dispute according to the merits and shall **make** whatever disposition it **deems** just and equitable;
- h. Each of the **parties** shall pay one-half (1/2) of **the** remuneration **and** expenses of the chairman of the board.

30.10 Notwithstanding **the** arbitration procedure outlined above, a grievance after **the** second step in the **grievance** procedure **may be** referred to **the** Ontario Labour Relations Board for arbitration under **the** provisions of *the Labour Relations Act*.

ARTICLE 31 - DURATION

- 31.01** This Agreement shall continue in full force and effect **up to** and including December 31, **2000**, and **for further periods of one (1) year** unless notice shall **be given by** either party of the desire to delete, change **or** amend any of the **provisions** contained herein **within the period** from ninety (90) days to thirty (30) **days** prior to **the** renewal date. Should neither of the parties give such notice, **this** Agreement shall renew for a **period of one (1) year**.
- 31.02** **All terms and conditions** agreed to in collective bargaining and **those** awarded in interest arbitration shall **become** effective on **the** date the award was received, or the effective date(s) awarded **or** otherwise agreed. Retroactive payments for **the** wages awarded shall **be** as outlined in the award.

SIGNED:

Versa-Care Limited

Christian Labour Association of Canada
Bargaining Committee Members

Bob Sweeney
[Signature]
Steve [Signature]

[Signature]
[Signature]
[Signature]

C.L.A.C. Staff Reps

[Signature]

DATED at Cambridge, ON, this 30th day of SEPTEMBER, 1998.

SIGNED:

Versa-Care Limited

**Christian Labour Association of Canada
Bargaining Committee Members**

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

C.L.A.C. Staff Reps

[Handwritten signature]
[Handwritten signature]

DATED at Cambridge, ON, this 30th day of September, 1998.

COLLECTIVE AGREEMENT

VERSA CARE LTD & CLAC

SIGNED:

Versa-Care Limited

Sandra Fredrichs
Kevin Hall
Steve Paul

**Christian Labour Association of Canada
Bargaining Committee Members**

Robert Allen
Christina James
Paula Slattery
Melody Seppard

C.L.A.C. Staff Reps
[Signature]

DATED at Cambridge, ON, this 30th day of SEPTEMBER, 1998.

SIGNED:

Versa-Care **Limited**

**Christian Labour Association of Canada
Bargaining Committee Members**

Greg H. Bullard
John ...
Steve ...

Gail Eaton
Jim McMillan

C.L.A.C. Staff Reps
[Signature]
[Signature]

DATED at Cambridge, ON, this 30th day of September, 1998.

SCHEDULE A

This Collective Agreement applies to employees of the Employer working in **the** classifications **as** outlined below in the Employer's nursing **homes** at the following locations:

Sarnia ✓

Kitchen
Housekeeping/Maintenance
Laundry
Nursing Aide
Life Enrichment
Health Care Aide
Assistant Cook
Cook
Baker
R.P.N.

Markham ✓

Kitchen
Housekeeping/Maintenance
Laundry
Nursing Aide
Life Enrichment
Health Care Aide
Assistant Cook
Cook
R.P.N.

St. Catharines ✓

Kitchen
Housekeeping/Maintenance
Laundry
Nursing **Aide**
Life Enrichment
Health Care **Aide**
Assistant Cook
Cook
Baker
R.P.N.

Orillia ✓

Kitchen
Housekeeping/Maintenance
Laundry
Assistant Cook
Cook

Toronto ✓

Kitchen
Housekeeping/Maintenance
Laundry
Nursing Aide
Life Enrichment
Health Care **Aide**
Assistant Cook
Cook
R.P.N.

Newmarket ✓

Kitchen
Housekeeping/Maintenance
Laundry
Nursing Aide
Life Enrichment
Health Care **Aide**
Assistant Cook
Cook
R.P.N.

SCHEDULE B

Classification		1998	1999	2000
		Hourly Rate Effective Jan. 1/98	Hourly Rate Effective Jan. 1/99	Hourly Rate Effective Jan. 1/2000
Dietary/Housekeeping/ Maintenance/Laundry Aide	Start	13.14	13.27	13.40
	1 year	13.52	13.66	13.80
	2 year	13.89	14.03	14.17
	3 year	14.05	14.19	14.33
Nurse Aide	Start	13.25	13.38	13.51
	1 year	13.71	13.85	13.99
	2 year	14.05	14.19	14.33
	3 year	14.25	14.39	14.53
Life Enrichment Aide	Start	13.25	13.38	13.51
	1 year	13.71	13.85	13.99
	2 year	14.05	14.19	14.33
	3 year	14.25	14.39	14.53
Cook	Start	14.59	14.74	14.89
	1 year	14.96	15.11	15.26
	2 year	15.29	15.44	15.59
	3 year	15.48	15.63	15.79
Assistant Cook	Start	13.97	14.11	14.25
	1 year	14.38	14.52	14.67
	2 year	14.76	14.91	15.06
	3 year	14.96	15.11	15.26
R.P.N.	Start	15.56	15.72	15.88
	1 year	16.04	16.20	16.36
	2 year	16.38	16.54	16.71
	3 year	16.59	16.76	16.93
Baker (St. Catharines & Sarnia only)	Start	13.67	13.81	13.95
	1 year	14.09	14.23	14.37
	2 year	14.44	14.58	14.73
	3 year	14.63	14.78	14.93

B.R.

x

x

x

x

x

SCHEDULE B (con't)**Health Care Aide/Gerontology**

Employees who have completed the Health Care Aide course at an approved community college or have a Registered Nurse or Registered Nursing Assistant/Registered Practical Nursing Certificate working as Nursing Aides shall receive a premium of fifteen (15) cents per hour above the applicable Nursing Aide rate. Employees who are paid this premium and who have a recognized Gerontology Certificate shall receive an additional five cents (\$.05) per hour.

Handy Person

A premium of twenty-five cents (\$.25) per hour above the applicable Housekeeping/Maintenance rate will be paid for all hours worked as a Handy Person when designated by the Employer.

Probationary Employees

Employees who are on probation shall be paid twenty cents (\$.20) per hour less than the start rate of the classification during their probationary period.

**LOCAL ISSUES #1
LETTER OF UNDERSTANDING**

Between:

VERSA CARE - ST. CATHARINES

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

The parties agree for the term of this contract to the following:

RE: OVER-BOOKING

In the event that there has been an over-booking in staff the following shall apply to the first paragraph of Article 10.03:

1. If the most junior call in person is working the number of hours of the over-booking then she shall be the person sent home after her four (4) hours worked.
2. If there is no call in person on duty, the most junior person who has scheduled hours shall be sent home.

RE: EXCHANGE OF SHIFTS

1. Only two (2) exchange in shifts per employee per time schedule shall be allowed, unless extenuating personal circumstances.
2. Shift exchanges between 3:00 p.m. Friday to 3:00 p.m. Monday, must be submitted by 4:00 p.m. the preceding Thursday and approved by the department head
3. **Re: Article 904c: Add to existing:**
After the second posting the employer will offer subsequent vacancies by seniority to those who applied to the most recent vacancy within three months of the posting.
4. **Re: Probationary Committee:**
The union and the employer agree to re-establish the probation committee and work via the labour management committee to prepare guidelines for the committee.
5. **Re: Article 14:02**
The Union agreed to recommend to the membership that St. Catharines return to the Collective Agreement provisions as written.

Dated this 16th day of February, 1998.

For the Employer

For the Union

"E. Hall"

"H. Beekhuls"

"S. Pawelko"

"C. Flaherty"

"C. James"

"R. Adair"

"G. Leppard"

**LOCAL ISSUES #2
MEMORANDUM OF AGREEMENT**

Between:

**VERSA CARE LIMITED
(Operating as: Versa-Care Centre Sarnia)**

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

RE: LOCAL ISSUES:

The parties have agreed to deal with local issues in the following manner:

1. The **two (2)** employees in the housekeeping/maintenance/laundry department that currently do not work weekends, shall continue the privilege of weekends off. (Over and above the Collective Agreement).
2. In accordance with Article 13.03 of the current Collective Agreement, any employee who works more than four **(4)** hours overtime after the completion of her regular shift shall be provided with a free meal after each **four (4)** hours of overtime.
3. **Vacations:**
Full time employees are credited with five **(5)** scheduled working days for each week of vacation for which they are eligible under Article **18.01** of the Collective Agreement.

Part time employees are credited with scheduled working days off for each week of vacation for which they are eligible in accordance with **the number of days per week** they are regularly scheduled to work.

Note: It should **be** emphasized that the staff are not intending to use this approach in order to take all **of** their vacation time individual days **off** the working schedule, further, it is agreed and understood that all employees shall take at least **two (2)** weeks off in blocks of seven **(7)** consecutive calendar days.
4. Attached to and forming part of this Memorandum **is** a Letter of Understanding in respect to part time sick **time entitlement**.
5. The Employer shall endeavour **to** ensure that the new employee lunch room **is** equipped with **a** sink, running water, shelves for lunches, **hooks** for **coats**. Further, the Employer shall endeavour to install more lockers. All full time employees shall have first preference to **the** lockers.
6. **The Job Share** Agreement shall be finalized and parties **signatory** to the agreements shall abide **by** the **conditions**. If these conditions are not adhered **to**, then the agreement shall be null and void. It shall **be at the** sole discretion **of** the Employer to re-post the positions; **or** the individuals **within** this arrangement shall be returned to their previous positions.

Signed at Mississauga, Ontario **this 25th** day of November, **1997**.

For the Employer

For the Union

"E. Hall"

"E. Bosveld"

"A. Currie"

"K. Free"

"J. Barnes"

**LOCAL ISSUES #3
LETTER OF UNDERSTANDING**

Between:

VERSA CARE LIMITED

(Operating as: Versa-Care Centre Sarnia)

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

RE: ARTICLE 20.01 - SICK LEAVE

It is agreed and understood that the above mentioned parties have concerns in regards to the use of part time sick time at this facility. It is further agreed and understood that this Letter of understanding is being entered into without prejudice or precedence to the positions of either party.

1. In the event a part time employee receives payment for sick time in any given month, that part time employee will not be entitled to accumulate any hours towards a sick leave credit in accordance with 20.01(b).
2. The parties recognize that the Employer has an attendance control policy and procedure in effect at this facility.
3. The parties agree that this Letter of Understanding will expire on December 31, 1998, unless specifically renewed between the parties.
4. Prior to the expiration indicated in number 3 above, the parties agree to meet further and discuss the continuation of this Letter of Understanding.
5. Signed this 26th day of January, 1998.

For the Employer

For the Union

"E. Hall"

"E. Bosveld"

"A. Currie"

"K. Free"

"S. Pawelko"

"J. Barnes"

**LOCAL ISSUES #4
MEMORANDUM OF SETTLEMENT**

Between:

VERSA CARE LIMITED, MAIN STREET

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

RE: SUMMER VACATION SCHEDULING

The parties agree that the following principles shall govern the scheduling of vacation time and accumulated lieu days for the smaller departments within the above facility.

In order to allow the maximum number of employees to take vacation during the summer vacation period, the employer may limit vacation leave time for individual employees to three week blocks during the months of June, July and August. The parties agree that this limitation on vacation scheduling shall normally apply to small departments and job classifications.

The employees who have been granted their three weeks vacation shall be granted their remaining vacation entitlement on a rotating basis, once the vacation requests of other employees within the department have been accommodated.

The parties shall discuss and ratify the departmental vacation restrictions during a labour management meeting to be scheduled around the time outlined in Article 18.06(a) of the Collective Agreement.

The parties agree that this letter shall be subject to annual review and renewal.

Dated this 25th day of November 1997.

For the Employer

For the Union

"E. Hall"

"R. Rupke"

"B. Beecroft"

"J. C. Doku"

"F. Etienne"

"D. Nelson"

**LOCAL ISSUES #5
MEMORANDUM OF AGREEMENT**

Between:

VERSA CARE LIMITED

(Operating as: Versa-Care Centre Orillia)

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA

RE: LOCAL ISSUES

The parties have agreed to deal with the local issue of **Scheduling of Weekends** at a Labour/Management meeting to be scheduled as soon as possible at the above mentioned facility. The parties further agree that such meeting shall be attended by an Ontario Representative of Christian Labour Association of Canada and a Head Office Representative of the Employer.

Dated at Mississauga, Ontario this 26th day of January, 1998.

For the Employer

For the Union

"E. Hall"

"I. Simpson"

"S. Pawelko"

"G. Eaton"

"I. McMillan"

LETTER OF AGREEMENT #1

Between

VERSA-CARE LIMITED
(for former Bestview Group of Facilities)
the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Re: Article 9 - Job Posting and Vacancies

The parties agree to work together and resolve issues related to difficulties brought on in some facilities when some employees repeatedly apply for job postings without the intention of completing the job posting applied for.

SIGNED:



Versa-Care Limited



Christian Labour Association of Canada

DATED at Cambridge, ON this 30th day of September, 1998.

LETTER OF AGREEMENT - #2

Between:

VERSA-CARE LIMITED
(for former Bestview Group of Facilities)
the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

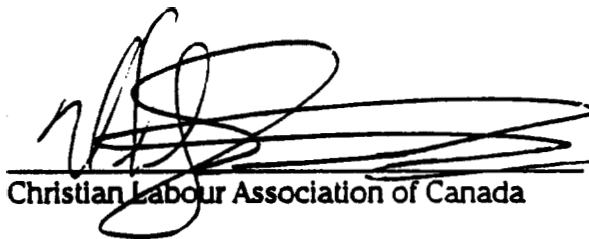
Re: Article 17.08

The parties agree to allow the parties to deal locally with the issue of year-end holiday staffing needs, and the recognition of seniority preference for having more than one of the holidays off if that is possible.

SIGNED:



Versa-Care Limited



Christian Labour Association of Canada

DATED at Cambridge, ON this 24th day of September, 1998.

LETTER OF AGREEMENT · #3

Between:

VERSA-CARE LIMITED
(for former Bestview Group of Facilities)
the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Re: Part Time Benefits

The above parties agree that all part time employees may have a one time option of moving from the benefit program to the cents per hour in lieu program. This option must be exercised within sixty (60) days of the ratification of this Agreement (July 10, 1998).

NOTE: Any sick time accrual shall be frozen at the rate of pay in effect at December 31, 1997. Access to this frozen bank shall be limited to when the employee moves to full time employment.

SIGNED:



Versa-Care Limited



Christian Labour Association of Canada

DATED at Cambridge, ON this 30th day of SEPTEMBER, 1998.

LETTER OF AGREEMENT - #4

Between:

VERSA-CARE LIMITED
(for former Bestview Group of Facilities)
the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Re: Call In List

Employees may request to have their name added to the end of one additional call in list provided that they are immediately qualified, outside their classification group. New classification group seniority shall commence after the first call in shift. It is understood that an employee may only place their name on the call in list, if they work less than 75 hours bi-weekly, and are available at non-overtime rates.

It is further agreed and understood, that the employee placing their name on the additional call-in list shall be paid for the time worked in the call-in classification, at the start rate, if the classification is higher than the employee's regular rate of pay, or at the top rate of the call-in classification is lower than the employee's regular rate of pay.

SIGNED:



versa-Care Limited



Christian Labour Association of Canada

DATED at Cambridge, ON this 30th day of SEPTEMBER, 1998.

LETTER OF AGREEMENT . #5

Between:

VERSA-CARE LIMITED
(for former **Bestview Group** of Facilities)
the "Employer"

and

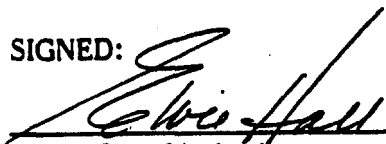
CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

The Employer agrees to look into this proposal in greater detail and respond to the Union within six (6) months of ratification of this agreement (not later than January 10, 1999).

Re: Early Retirement

Full time employees with more **than fifteen** (15) years seniority and **who are** at least 55 years of age, may apply for early retirement. The Employer agrees to pay a lump sum payment of \$1000 **for** every year that an employee is less **than age 65** to a maximum of \$5000. Employees who accept **this** allowance waive all recall rights under the Collective Agreement. **Part** time employees are to be pro-rated

SIGNED:



Versa-Care Limited



Christian Labour Association of Canada

DATED at Cambridge, ON this 30th day of SEPTEMBER, 1998.

LETTER OF AGREEMENT - #6

Between:

VERSA-CARE LIMITED
(for former Bestview Group of Facilities)
the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Re: Voluntary Pension Contributions

The Employer has agreed to deduct individual voluntary pension contributions from employee's pay in 1999 subject to the completion of the changeover of their computer **system**.

These funds will be remitted along with the regular pension funds.

SIGNED:


Versa-Care Limited
Care limited


Christian Labour Association of Canada

DATED at Cambridge, ON this 30th day of SEPTEMBER, 1998.

LETTER OF AGREEMENT • #7

Between:

VERSA-CARE LIMITED
(for former **Bestview** Group of Facilities)
the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Re: Long Term Disability Plan

The Employer agrees to co-operate with **CLAC Health** Fund by deducting bi-weekly premiums and providing the appropriate employee information required for the operation of the employee paid Long Term Disability (LTD) Plan for all full time employees.

The parties agree that this LTD Plan shall not be the subject of any arbitration process under HLDAA or the *Ontario Labour Relations Act*, with respect to premium payment and/or entitlement for benefits.

SIGNED:



Versa-Care Limited



Christian Labour Association of Canada

DATED at Cambridge, ON this 30th day of SEPTEMBER, 1998.

LETTER OF AGREEMENT - #8

Between:

VERSA-CARE LIMITED
(for former Bestview Group of Facilities)
the "Employer"

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"**Re: Layoffs**

1. Where it is necessary to reduce or alter the working force of employees, the following procedure will apply, provided it does not prevent the Employer from maintaining a workforce of employees who are qualified to do the work available. For all employees, it is agreed and understood that a reduction in the number of scheduled hours in a week does **not** constitute a layoff unless an employee has his/her hours reduced in excess of five (5) hours bi-weekly.

Such reduction shall be seen **as** a layoff. Affected employee(s) shall **be** entitled to exercise their bumping rights in accordance with this provision.

2.
 - a. In case of layoffs, the Employer will recognize the **seniority** standing of each employee **as** the continued performance of her work permits. Ability to perform available work being relatively equal **in** the Employer's judgement, seniority shall prevail **so** that the employee having the highest seniority shall **be** laid **off** last and recalled first.
 - b. The Employer shall make every effort **to minimize** the effect on regularly scheduled positions where **this** can **be** reasonably accommodated within the work schedule and the operations of the Home.

Where hour **or** shifts have been reduced, the Employer will make every effort to reinstate those hours **to** the employees **who** were reduced before new positions are added or **an** employee **is** recalled from a full layoff. Where an employee was forced to bump outside her **classification** **to** maintain her hours, she will have the option of returning **to** her original classification before **an** employee is recalled from layoff or a new position **is** added **to** the classification.

For short-term layoffs, [one of less than **thirteen (13)** weeks duration], the Employer, whenever possible, shall give **the** employees concerned, **as well as** the Union, a **two (2)** week notice of the intention **to** lay off employee(s). Such notice shall not **be** in addition to the notice provided **to** individual employees.

3. The Employer, whenever possible, **shall** give the **Union** and the employees concerned **six (6)** weeks' notice of the intention to lay off employees when the layoff is expected to be permanent or long-term [**in** excess of **thirteen (13)** weeks duration]. Such notice to the Union is not in addition to the notice provided to employees. Length of notice to individual

employees shall be in accordance with the *Employment Standards Act*. Employees with nine (9) years of seniority or greater shall be provided with one (1) additional week's notice for each year of seniority, to a maximum of twelve (12) weeks' notice.

4. An employee whose position is subject to layoff or reduction of hours shall have the right at the employee's option to either:
 - a. accept the layoff or reduction, or
 - b. displace an employee who has lesser seniority within their own classification provided that such a position exists (on any shift), which is equal to or not more than five (5) hours of weekly off their regularly scheduled position.

If (a) or (b) is not chosen within their classification then an employee may displace another employee in the bargaining unit provided that the employee subject to layoff possesses the ability and necessary basic qualifications under 9.05(b). An employee will have five (5) calendar days following written notification to indicate their choice. Failure to indicate within the above time limit will be deemed to mean that the layoff or reduction is accepted.

5. Recall Rights

- a. An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability and qualification as required to perform the work after such opening is filled on a regular basis under the job posting procedure prior to the posting of the job.
 - b. An employee recalled to work in a different classification from which she was laid off or an employee who was bumped out of a classification to maintain her hours shall have the option of returning to the position she held prior to the layoff should it become vacant within twelve (12) months of being recalled. This option may only be offered once.
 - c. No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so or, in accordance with the loss of seniority provision Article 16.04, have been found unable to perform the work available.
6. It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within three (3) working days (exclusive of Saturday, Sunday or holidays) after being notified to do so by registered mail, addressed to the last known address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing), and to return to work within ten (10) working days after being notified, or such time as mutually agreed to between the employee and the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address and telephone number being on record with the Employer. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach that employee.

7. Employee on layoff ~~or~~ notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such a recall and may instead remain on layoff. This provision supersedes the job posting provision.

SIGNED:


Versa-Care Limited


Christian Labour Association of Canada

DATED at Cambridge, ON this 3rd day of SEPTEMBER, 1998.