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No. OF EMPLOYEES	385		
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# COLLECTIVE AGREEMENT

Between

**VERSA-CARE LIMITED**  
 &  
**BRIERWOOD AND RIVERBEND HEALTH CARE PARTNERSHIPS**

-and-

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

JUN 27 1994

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# COLLECTIVE AGREEMENT

Between:

**VERSA-CARE LIMITED and BRIERWOOD and  
RIVERBEND HEALTH CARE PARTNERSHIPS**  
hereinafter referred to as "the Employer"

-and-

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

Expires December 31, 1995

## ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement, through the full and fair administration of all of the terms and provisions contained herein, to develop and maintain a relationship between the Union, the Employer and the employees which is conducive to their mutual well-being.
- 1.02 The employees will endeavour to work together with the Employer to assure the best possible nursing and health care for the residents of the facility.
- 1.03 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.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent for, and this Collective Agreement shall apply to, all employees of the Employer employed at:

Versa-Care Centre of Owen Sound  
(Summit Place)  
850 - 4th Street East,  
Owen Sound, Ontario

Versa-Care Centre of Brantford  
425 Park Road North  
Brantford, Ontario

Telfer Place  
Grand River Street North  
Paris, Ontario

Trillium Court  
Kincardine, Ontario

Riverbend Partnership  
Cambridge, Ontario

and as specified in Schedule "B" attached hereto and made part hereof, save and except registered nurses employed at Owen Sound, Brantford, Kincardine, and Cambridge, supervisors, persons above the rank of supervisor, office staff and students employed during the school vacation period.

2.02 (a) The term "full-time employee," a term used in reference to persons covered by this Agreement, shall mean an employee who is regularly scheduled to work more than

forty-five (45) hours in a bi-weekly period, exclusive of overtime or call-in.

- (b) The term "part-time employee," when used in reference to persons covered by this Agreement, shall mean an employee who is regularly scheduled to work forty-five (45) hours or less in a bi-weekly period, exclusive of overtime or call-in.

2.03 Employees shall cooperate with nurses and all supervisory personnel in performing work reasonably required of them.

2.04 Supervisors will not routinely perform any work which is normally performed by employees in the bargaining unit except in case of emergency or for the purpose of instructing employees.

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 its facility covered under this Agreement in every respect subject only to the specific limitations set out in this Collective Agreement.

2.07 The Union acknowledges that it is the exclusive function of management to:

- (a) Plan, direct and control the operation of the facility, in accordance with its obligations, to introduce new therapeutic methods, and equipment, and to decide the location of equipment;

- (b) Determine the amount of supervision, to establish the standards of performance of all employees, to combine or split departments, and to determine the number of employees. The Union reserves the right to request consultation when there are changes in staffing in the nursing facilities;
- (c) To maintain order, discipline and efficiency, and to make and enforce reasonable rules to be observed by its employees, provided that they are not inconsistent with the provisions of this Agreement. Further, it is agreed that when making any new rules, regulations or altering past practices, the Employer will inform the Union stewards in ample time to enable the Union to make representations, if any, thereof;
- (d) To select, hire, classify, transfer, promote, demote, assign, retire, layoff, recall, suspend and discharge employees for just cause, provided that a claim that any employee who has completed the probationary period has been disciplined or discharged unjustly may be the subject of a grievance, and dealt with in accordance with the grievance procedure.

2.08 The Union reserves the right to request consultation and/or clarification concerning any change which may occur which affects the employees under its jurisdiction, at a time mutually agreed to.

2.09 Employees will be evaluated periodically by the immediate supervisor or designate. The purpose of the evaluation meeting (and the related form) is to provide performance feedback, to exchange information and to discuss and clarify expectations. The employee will be given a copy of the evaluation and any written response that she chooses to make will be included in her

file. Evaluation meetings will be held 'during the employee's hours of work. Evaluations are not part of the disciplinary process, which is outlined in Article 23 of this Agreement.

### **ARTICLE 3 - UNION REPRESENTATION**

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

(a) The Union has the right to appoint stewards. The stewards are representatives of the employees in certain matters, including the processing of grievances. When dealing with grievances the Union shall be limited to a maximum of two (2) stewards in the processing of such grievances.

(b) CLAC Representatives are also representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and of enforcing bargaining rights and any other rights of the employees under this Collective Agreement or under the law of Ontario.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 (a) 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. Before leaving her work area, the steward shall request permission from the supervisor. Such permission shall not be unreasonably withheld.

(b) When a steward is required by the Employer under the terms of this Agreement to deal with grievance matters outside of her hours of work, the steward shall be paid for such time at her regular rate of pay.

3.04 A steward shall be given ten (10) minutes off, without loss of wages, to greet a new employee in her department and to discuss Union membership with such employee.

3.05 The stewards may meet once per month on the Employer's premises for the discussion of Union affairs in a room provided by the Employer. Such a stewards meeting may be attended by the CLAC representative. The Union shall arrange for a mutually satisfactory date with the administrator or his designate one (1) week in advance of the meeting. A steward, scheduled to work at the time of the meeting shall be granted one (1) hour off without loss of wages to attend such a meeting.

3.06 The stewards, the CLAC Representative and the Employer may meet as necessary to discuss items of mutual interest and concern. These meetings may be initiated by either party who shall request the meeting in writing and include a copy of the proposed agenda. The meeting shall be arranged whenever possible within ten (10) days of the request, at a time and place mutually convenient. However, if the matter is considered to be of such importance that delay would be detrimental to the harmonious relationship, the meeting may be initiated verbally, by mutual consent.

3.07 The Union shall have the right to appoint members to a negotiating committee, no more than an average of three (3) persons per facility represented. However, there shall not be more than one (1) employee from a classification per facility without the Employer's consent unless the employees in question



are employed in a classification in which the greatest number of that facility's staff are employed. Employees on the negotiating committee shall be paid by the Employer at their regular hourly rate for all scheduled hours of work spent on negotiating a Collective Agreement with the Employer, up to and including conciliation.

- 3.08 (a) Employees may meet once every second month on the Employer's premises for the discussion of Union affairs without pay in a room provided by the Employer for such purpose. The Union shall arrange for a mutually satisfactory date with the administrator or his designate one (1) week in advance of the meeting.
- (b) Such bimonthly meetings may be attended by representatives of the Union.
- (c) Such meetings shall take place at the end of the day shift and the Employer shall endeavour to make arrangements to permit employees who would otherwise be on duty to attend such meetings for up to one-half ( $\frac{1}{2}$ ) an hour, without loss of wages.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 During this Agreement and while negotiations (including arbitration) for a further 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 the Agreement and while negotiations (including arbitration) for a further agreement are taking place, the Employer shall not lock out any of its employees or deliberately

restrict or reduce hours of work or deliberately layoff employees when such layoff is not warranted by the workload.

## **ARTICLE 5 - JOB POSTING AND VACANCIES**

5.01 The Employer will post all permanent job vacancies and any temporary vacancies that are expected to be for a period of four (4) weeks or longer. The vacancy will be posted for five (5) calendar days. Applicants must apply in writing within this time period. The posting will include:

- (a) Classification
- (b) Department
- (c) Starting date of the position
- (d) Qualifications required
- (e) Anticipated duration of a temporary position
- (f) Shift to be worked and the approximate number of shifts per pay period.

5.02 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, unless the Employer has justifiable reasons for giving greater consideration to the factors in (a).

5.03 A vacancy created by a posting shall not be subject to more than one (1) further posting arising from the original posting.

The Employer will fill openings resulting from the second job posting at its discretion, based on Article 5.02 above, after the successful applicant for the second posting is made known.

- 5.04 (a) Any full-time employee who wishes to transfer to part-time, or any part-time employee who wishes to transfer to a different classification, is required to notify the administrator in writing.
- (b) No employee shall permanently fill a vacant position until that vacancy has been posted and an employee has applied for the position.
- (c) If extra hours are added to the schedule, the Employer will endeavour to offer the additional time to the most senior qualified employees subject to staffing and scheduling requirements.
- (d) When additional hours become available, where it is possible to do so, preference will be given to expanding the hours on current short shifts within a department.
- 5.05 Employees who are on vacation or a leave of absence if not in excess of thirty (30) days may indicate in advance, in writing, their desire to apply for a posting, if such posting should occur during their absence. In such a case the Employer shall fill the vacancy temporarily, pending the selection of a successful candidate.
- 5.06 A part-time employee as per Article 2.02 (b) who assumes a temporary full-time position, shall be entitled to 100% Employer-paid premiums for the insurance benefits the employee was enrolled in prior to commencement of the full-time position.
- (a) The 100% Employer-paid premium shall commence the month following the commencement of the full-time position.

- (b) The Employer's portion of the premium shall be reduced to 50% the month following the return to part-time.
- (c) **A** part-time employee who receives money in lieu, may elect to continue to receive money in lieu 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.

5.07 In dealing with the qualifications of non-nursing employee applicants for permanent nursing aide or health care aide vacancy postings, the Employer shall consider such an employee temporarily qualified for the vacancy:

- (a) If the employee undertakes to apply for and commence attendance at 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:
- (b) 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.

If the non-health care employee does not successfully complete the health care aide course she shall be permitted to return to her original 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 RNA/RPN or as an RN.

## **ARTICLE 6 - UNION MEMBERSHIP AND CHECKOFF**

- 6.01 Neither the Employer nor the Union will compel employees to join the Union or discriminate against any employee because of Union membership or lack of it. The Employer will inform all new employees of the contractual relationship between the Employer and the Union.
- 6.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 6.03 The Employer shall have all employees sign a form authorizing the Employer to deduct each month an amount equal to Union dues from the employees' pay. Such authorizations shall not be subject to cancellation.
- 6.04 (a) The Employer agrees to check off from each employee the amount equal to the Union dues, each pay, in accordance with the form prescribed in Schedule "A." The total amount checked off will be turned over to the Union treasurer once every fourth week, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. However, the Employer will only be responsible to deduct and to remit dues related to the current pay period. If dues adjustments are necessary for any reason, the Employer agrees to process such adjustments upon receipt of names and total amounts to be adjusted.
- (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.

- 6.05 Employees who because of conscientious objections cannot support the Union or any other trade union, may apply to the Union in writing, explaining their objection and requesting that their deducted monies be forwarded to a registered Canadian charitable organization. This organization will be selected by mutual agreement between the employee and the Union.
- 6.06 The Union shall indemnify and save the Employer harmless with respect to all amounts so deducted and remitted.

#### **ARTICLE 7 - PROBATIONARY PERIOD**

- 7.01 New employees shall serve a probationary period of three hundred and seventy-five (375) hours actually worked.

Upon completion of the probationary period, an employee shall obtain seniority on the basis of Article 13.02.

- 7.02 On or before the expiry date of the probation period, the Employer will confirm to the employee the decision that:
- (a) she has successfully completed her probation (in writing);  
or
  - (b) terminate the employee.

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.

## **ARTICLE 8 - REHIRING AND TRANSFERS**

- 8.01 (a) Any employee who terminates her employment in good standing with the Employer (i.e., proper notice given, no outstanding reprimands, acceptable work records) and reapplies for a vacant position in her former classification at the same facility within one (1) year of her termination, providing she is capable of performing the work and has the necessary skill and ability, shall be the first person to be hired. In cases where more than one (1) person qualifies, past seniority will determine choice.

Employees will obtain seniority, retroactive to their new start date, following successful completion of their probationary period.

Employees shall be paid at the step on the wage grid which they were at when they terminated and progress from there.

- (b) Former employees hired to a new classification shall obtain seniority retroactive to their new start date, following successful completion of their probationary period. They shall receive the after-probation rate from their date of hire unless the start rate for the new classification is higher than the employee's rate at the time of termination. In such case the start rate for the classification will apply.
- (c) Former employees hired at a new location will be paid in accordance with the provisions set out in (a) or (b), above, as applicable.

8.02 Transfers

When a seniority employee transfers, she shall retain all of her seniority accumulated with the Employer for the purposes of increments, vacation pay determination, seniority list and all other benefits unless otherwise specified and shall be subject to the following conditions:

- (a) If an employee is transferred, or reclassified to a higher rated job group, at the same location, she shall receive the higher of her present rate, or the starting rate of the job to which she is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.
- (b) If an employee is transferred to a lower job group, at the same location, due to a reduction in staff, inability to perform her work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 2, the employee will receive the corresponding rate for the job group to which she was transferred. If an employee is involuntarily transferred she shall not receive a decrease in pay.
- (c) If an employee is transferred to the same classification at another facility she will serve a trial period of thirty (30) days worked and she will be paid according to her total length of service with the Employer.

If an employee is transferred to a different classification at another facility she will serve the probation period as outlined in Article 7 and she will be paid according to her total length of service with the Employer.



The transferred employee's seniority shall be retained in her former location until the completion of the trial or the probationary period, whichever is applicable.

8.03 When an employee transfers to another location, she must report on a mutually agreed-upon date.

8.04 When an employee transfers from one classification to another, there shall be a trial period of thirty (30) days worked by the employee to determine if the employee has the skill and ability to perform the new duties, at the end of which time either the Employer or the employee may request that the employee return to her previous position. The employee may at any time during that thirty (30) day trial period request to return to her previous position.

The same thirty (30) day trial period outlined above shall apply in protecting an employee's bargaining unit job when she transfers to a non-bargaining unit position.

8.05 If an employee requests a transfer to another facility, and if there is a vacancy at that facility, the request shall be granted if the employee's seniority entitles her to such transfer provided the employee concerned has the skill, ability, health, and qualifications required to fill the position.

The employee's seniority shall be transferred with her to the new facility and continue to apply for all purposes except job postings. For job postings only the transferred employee's "seniority" shall be the length of time worked in the facility.

8.06 Employees who work in more than one Versa-Care owned or operated facility represented by the Union shall have their seniority accumulate for wage progression purposes only. The

accumulation will not be implemented retroactively from the date of ratification of this contract. Employees who may be affected by this provision must advise the Employer at each location at January and July so long as they work at two (2) locations, and the Employer undertakes to make any necessary adjustments in the wage progression as of January and July each year.

## **ARTICLE 9 - JOB CLASSIFICATIONS AND RATES OF PAY**

- 9.01 Employees shall be classified and paid in accordance with Schedule "B" which is attached to this Collective Agreement and forms a part of it.
- 9.02 (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 such positions arise.

Employees wanting to upgrade themselves, will be given the opportunity to apply for new positions provided:

- i) they have the ability required for the new position;
- ii) they obtain the necessary qualifications required for the position within six months from the date of being accepted into the new position or the length of time required to complete the certificate program; and

iii) If a greater time is required the parties will meet/discuss extensions as required. Granting of such extensions will not be unreasonably withheld.

9.03 (a) Wages shall be paid bi-weekly. Pay cheques shall be handed out during office hours and at 11:00 p.m. on Wednesday. For the 11-7 shift, pay cheques will be made available on signature.

(b) If an employee informs the Employer of an error on her pay cheque within twenty-four (24) hours of receipt, the Employer shall correct the error by no later than three (3) working days.

9.04 If an employee who is scheduled to work and is not notified one (1) hour or more prior to the scheduled shift that she is not needed, and she subsequently reports for work and there is no work available, she shall be guaranteed a minimum of four (4) hours wages. In such circumstances, if an employee is called one (1) hour or more before she is scheduled to report for work and is informed that she is not to report for work, then the provisions of this Article shall not apply.

9.05 When an employee is called in to work within one-half ( $\frac{1}{2}$ ) hour of the starting time of the shift, and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

9.06 When an employee is "called back" after completion of her regular shift, she shall receive a minimum of four (4) hours pay at the appropriate rate.

9.07 All staff members shall be paid at their straight time hourly rate for attending staff meetings or in-service training meetings where their attendance is required by the Employer. The Employer will endeavour to hold meetings at times convenient to the employees involved.

9.08 Employees will progress, within their classifications, to the "1875 hours rate" etc. on the basis of eighteen hundred and seventy-five (1875) hours (the probationary period included). For the purpose of calculating hours for wage progression, Article 13.02 shall be used.

9.09 An employee shall not be scheduled in more than one (1) classification unless mutually agreed upon between the Employer and the Union.

If an employee works in more than one (1) classification within a department, the hours worked are to be combined for wage progression purposes in the lower paid classification only. If the classifications are at the same rate of pay, the hours worked will be combined and applied to both.

9.10 Shift Premium

All employees who are required by the Employer to work on two (2) or more shifts within a two (2) week pay period, shall receive a shift premium of twenty-five (25) cents 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.

**ARTICLE 10 - HOURS OF WORK, OVERTIME, WORK SCHEDULES**

10.01 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 a.m.;
- (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 agree 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 employees involved and the Union.

10.02 Overtime Pay

Overtime pay is defined as one and one-half times (1 ½x) the straight time hourly rate and shall be paid under the following conditions:

- (a) must be authorized by the supervisor, with the understanding that call-ins constitute such authorization for the employee called in to work;

(b) full-time employees shall receive overtime pay for all work performed:

- in excess of seven and one-half (7½) hours per day;
- in excess of seventy-five (75) hours per pay period;
- in excess of seven (7) consecutive days
- on an assigned day off (other than a voluntary at the employee's request) ;
- within the specified "break" period defined in Article 10.08;
- in excess of five (5) consecutive scheduled days;

(c) part-time Employees shall receive overtime pay for all work performed:

- in excess of seven and one half (7½) hours per day;
- in excess of thirty-seven and one-half (37½) hours per scheduled week;
- in excess of seven (7) consecutive days;
- within the specified "break" period as defined in Article 10.08;
- in excess of five (5) consecutive scheduled days;

(d) employees working short shifts of five (5) hours or less shall receive overtime pay for all work performed:

- in excess of eight (8) hours per day;
- in excess of seventy-five (75) hours per pay period;
- in excess of seven (7) consecutive days;
- within the specified break-between-shifts period, except for the first eight (8) hours of work;
- in excess of five (5) consecutive scheduled days.

- (e) there shall be no pyramiding of overtime under any provisions of this Agreement.

- 10.03 (a) Employees shall receive a lunch break of one-half ( $\frac{1}{2}$ ) hour in case they are scheduled to work a shift of five (5) or more hours. Such lunch breaks will be scheduled at or near the middle of the employee's shift and shall not be considered as time worked.

There shall also be one (1) fifteen (15) minute break with pay during each shift or one-half ( $\frac{1}{2}$ ) shift of three and three-quarter ( $3\frac{3}{4}$ ) hours or longer.

Employees shall be allowed their full breaks as set out above without interruption except in cases of fire drills or emergency. Interrupted breaks shall be extended for the portion missed.

- (b) Employees who are required by the Employer to stay on the Employer's premises or to carry a beeper during their lunch break shall be paid for the lunch break at the regular rate of pay. Such paid lunch break time shall not be counted as hours worked for the purpose of calculating overtime.
- (c) 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.
- (d) Where an employee is called into work and reports to work within one hour of the call, the employee shall be provided with a free meal at her meal break, if she so desires.

- 10.04 (a) For clarification, a paid holiday will commence at 11:00 p.m. on the night preceding the holiday, and end at 10:59 p.m. on the holiday.
- (b) Those employees working the eleven to seven (11-7) shift when the change from daylight saving to standard time, or vice versa, occurs shall be paid straight time for the exact number of hours worked during the shift.
- 10.05 Work schedules covering a four (4) week period will be posted at least one (1) week in advance. No changes shall be made in the schedule of the employees once the schedule has been posted, unless the Employer and the employee(s) concerned agree. The Employer will use its best efforts to establish a master schedule for all employees. The posting of schedules may be amended at each location by mutual agreement. Employee requests for a specific day off must be submitted to the administrator one (1) week in advance of posting.
- (a) Employees with more seniority who work short shifts shall be given preference over less senior part-time employees for any seven and one half (7½) hour shifts which become available due to vacations.
- (b) Full-time employees may be allowed to reduce their work schedule to a minimum of eight (8) shifts in a two (2) week pay period. Such reductions shall be valid for a mutually agreed upon time frame which may be renewed. When an employee working on 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 hours will not create an



increase in the total compensation cost of the bi-weekly pay period.

- 10.06 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 or more often 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 otherwise mutually agreed.
- 10.07 Employees may exchange working days and off days with other qualified employees in the employ of the Employer, providing that, except in cases of emergency, they submit such requests in writing, twenty-four (24) hours in advance to their supervisor. Such exchanges shall be granted unless just cause is given to the employee, in writing, why the exchange cannot be granted. Furthermore, no employee shall, as a result of such an exchange, work more than seven (7) consecutive days. If there are scheduling difficulties, the Employer and the Union shall meet to arrive at a mutually satisfactory solution. Such requests will be presented on an approved form.
- 10.08 (a) Nursing Staff  
An employee shall not work more than two (2) different shifts in any one (1) week, but shall have a break of at least sixteen (16) hours between shifts, unless otherwise mutually agreed.
- (b) Housekeeping and Laundry Staffs  
An employee shall not work more than two (2) different shifts in any one (1) week, but shall have a break of at least eleven (11) hours between shifts.

(c) Kitchen Staff

An employee shall not work more than two (2) different shifts in any one (1) week, but shall have a break of at least eleven (11) hours between shifts.

(d) Prior to changing any existing shift, wing, or floor location where the employee of the Versa-Care Centre Extended Care Facility presently works, there will be a full and thorough discussion with representatives of the Union.

(e) The parties recognize that there are Master Schedules in existence at all locations, if changes are required in the future this will be done in consultation with the Union.

10.09 Newly hired employees shall receive four (4) shifts proper orientation. Orientation shall be on all shifts, prior to commencement of being scheduled or called in for regular duties.

During such orientation, the new employee shall be scheduled as an "extra" in addition to the regular number of staff members, and she will be paid at a rate of three dollars (\$3.00) per hour less than the start rate in effect for her classification.

Upon the successful completion of her probation period, the new employee will receive payment equal to three dollars (\$3.00) per hour adjustment for the hours worked during orientation.

10.10 The Employer shall maintain a list of part-time employees to be available for casual call-in. Employees on the call-in list shall be called in order of seniority beginning with the most senior employee, until the staff shortage is filled. Full-time employees who are not scheduled for ten (10) shifts in a two (2) week

period may have their names added to the bottom of the call-in list. This list shall be posted.

Each call will be indicated on that part-time call-in sheet as to "worked," "no answer," "refused."

Succeeding call-ins will commence with the person listed below the last person to accept a call-in and so on, on a rotational basis.

"No answer" and "refused" shall be counted as "worked" for the purpose of call-in rotation.

If a call-in is answered by an answering machine, the Employer shall leave a message that a call-in is available and for what shift, before hanging up. The Employer will continue its efforts to fill the staff shortage, but if the employee responds ready to work prior to the call-in vacancy being filled, she shall be permitted to take the call-in.

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work, until such time as all employees that are available would be eligible for overtime pay.

Many part-time staff have regularly scheduled shifts. Their first commitment is to those shifts.

Should there be an indication that the replacement required will be for an extended period of two (2) days or more, keeping in mind the continuity of care, those shifts will be offered to one available part-time staff member on the floor in order of seniority.

10.11 Part-time employees hired on or after June 13, 1991 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 during the Christmas/New Years holiday period and to replace full-time employees. 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 part-time employees to work additional days upon request may result in disciplinary action.

Part-time employees hired prior to the date of June 13, 1991 will continue to meet employment commitments agreed to at the time of hire.

10.12 Responsibility Allowance for Work Outside the Bargaining Unit  
When an employee is assigned to fill in for a supervisory person for one-half ( $\frac{1}{2}$ ) of a shift or more, that employee shall be paid a premium of five dollars (\$5.00) per shift in addition to her regular rate of pay for all hours worked while so assigned.

## **ARTICLE 11 - VACATION AND VACATION PAY'**

11.01 Vacations shall be granted to employees in accordance with the following schedule:

For the purpose of calculating vacation pay the employee's last date of hire shall be used;

For the purpose of calculating vacation time off the employee's length of service at June 30th of the year shall be used;

<u>Length of Service</u>	<u>Vacation Time Off</u>	<u>Vacation Pay</u>
(a) under 1 year	1 day for each full month of service	4%
(b) 1 yr. but less than 3 years	2 weeks	4%
(c) 3 yrs. but less than 5 years	3 weeks	6%
(d) 5 yrs. but less than 7 years	4 weeks	6%
(e) 7 yrs. but less than 9 years	4 weeks	8%
(f) 9 yrs. but less than 15 years	5 weeks	8%
(g) 15 yrs. but less than 25 years	5 weeks	10%
(h) 25 yrs. and over	6 weeks	12%

11.02 (a) A blank vacation schedule shall be posted by April 1st of each year. Vacation time choice(s) must be indicated by May 1st. On June 1st, the final schedule shall be posted. No changes shall be allowed in the schedule except with the consent of the employees affected, the stewards and the Employer.

- (b) The Employer shall schedule vacations in accordance with the seniority of the employees and the staffing requirements of the home, in consultation with the stewards. In case of conflict, employees may be limited in the length of the vacation time taken during the school vacation period.
- (c) Consistent with the *Employment Standards Act*, employees shall take not less than two (2) of the weeks of their vacation time entitlement in segments of at least one (1) week in duration.
- (d) Employees may request and will be paid if so requested the remaining portion of their vacation pay at the time they take their second week of vacation time.

11.03 (a) Vacation pay is calculated at the applicable percentage of the employee's gross earnings, with increments in the rate of vacation pay to become effective on the employee's last date of hire. Employees shall receive their vacation pay on the last regular pay in advance of their vacation on a separate cheque.

- (b) The Employer shall pay-out vacation earnings at the rate of two percent (2%) of gross earnings per week of vacation taken until the employee's vacation bank is depleted. It is understood that reference to weeks of vacation refer to periods of seven (7) consecutive calendar days.

11.04 When an employee's employment is terminated for any reason, full payment for vacations earned but not taken will form a portion of such employee's termination pay.

11.05 Vacations earned in any year up to the June 30th cutoff date are to be taken during the subsequent vacation year. Vacations are not cumulative, and must be taken prior to the subsequent June 30th. All vacation monies earned and not taken by the end of April will be paid out.

## **ARTICLE 12 - PAID HOLIDAYS**

12.01 The following days are paid holidays under this Agreement for *full-time employees* at their regular rate of pay:

New Year's Day, third Monday in February, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Remembrance Day.

If Heritage Day should be proclaimed a holiday by the federal government, then the day so proclaimed shall be substituted for the holiday allowed on the third Monday in February.

12.02 All part-time employees shall receive pay for all holidays listed in Article 12.01 in proportion to the hours they work in a regular full-time workweek, averaged over the immediately preceding two (2), two-week pay periods, subject to the provisions of Article 12.03.

12.03 An employee does not qualify for a paid holiday if the employee:

- (a) has not completed her probationary period;
- (b) is absent for all or part of the normal shift immediately preceding or following the holiday, except where absence

is due to illness or injury or the employee is on any approved absence;

- (c) having agreed to work on a paid holiday and does not report for work.

12.04 If an employee is scheduled to work on a recognized holiday, she shall receive one (1) regular day's pay plus time and one-half (1½) her regular rate for all hours worked on such a holiday, or she may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties within thirty (30) days, plus time and one-half (1 ½) her regular rate for the hours worked on such a holiday.

- (a) Full-time employees with the approval of their supervisor may accumulate and select other days off in lieu of the paid holidays. The days selected must fall within sixty (60) days after the holiday. Employees will be provided with confirmation of approval of request for lieu days within two (2) working days from submission of the request.

In such cases, an employee may elect to receive pay for the paid holiday worked at one and one-half times the regular rate with the remaining pay (straight time for the holiday) being paid on the day taken off in lieu of the paid holiday worked.

Lieu days will be paid for at the rate of pay in effect at the time they were earned.

It is understood that granting of lieu days are subject to the operations of the home.



- 12.05 An employee who is absent on any of the above-named holidays after being scheduled to work forfeits all pay for the day unless such absence is due to illness or injury. The Employer may require such illness or injury to be substantiated by a medical certificate.
- 12.06 In the event that any paid holiday falls on a full-time employee's day off or during her vacation period, she shall receive an additional day off with pay or a day's pay in lieu thereof.
- 12.07 No employee shall receive sick pay and holiday pay for the same day. She shall receive pay for only one (1) paid holiday if the holiday occurs in the first thirty (30) days of a period of absence due to illness. Otherwise the employee shall receive sick pay if eligible.
- 12.08 If an employee receives a leave of absence during the time of qualifying days or statutory holiday, the employee shall be paid for the first such holiday that occurs within thirty (30) days from commencement of the leave of absence.
- 12.09 Employees may be assigned to work either on Christmas Day or New Year's Day, but not on both of these holidays, unless the employee wishes to do so. All employees shall be scheduled to work either Christmas Day or New Year's Day alternately on a yearly basis.

### **ARTICLE 13 - SENIORITY AND LAYOFFS**

- 13.01 Seniority is the ranking of employees in accordance with their length of employment from the date of (re)hiring for vacation purposes.

- 13.02 Seniority shall be recognized by the Employer and shall accumulate for all employees on the basis of hours worked and paid for, hours not worked and paid for by the Employer, and hours paid for by Workers' Compensation for a period of twelve (12) months. In case of maternity, parental and adoption leaves, seniority will accumulate as per government regulations.
- 13.03 (a) A seniority list containing the names of all employees, their respective dates of hire and total seniority hours accumulated to date will be posted on the Union bulletin board and will be revised every six (6) months.
- (b) The Employer will supply each steward and the Union office with a copy of the seniority list.
- 13.04 Seniority status, once acquired, shall be lost and the employee shall be deemed terminated for the following reasons if an employee:
- (a) voluntarily resigns;
  - (b) is discharged for just cause;
  - (c) is on layoff in excess of twelve (12) continuous months;
  - (d) is off work due to illness for a period of the employee's accrued seniority at the time the illness commenced, up to a maximum of twenty-four (24) months;
  - (e) fails to notify the Employer of her intention to return to work within five (5) calendar days following a layoff and after being notified by registered mail to do so;
  - (f) fails to return to work on the date arrived at in (e) above without sufficient cause;
  - (g) is absent from work without leave of absence being granted by or a satisfactory explanation being offered for an absence of three (3) working days;
  - (h) retires;

- (i) has been receiving Workers' Compensation, as a result of a work related injury or illness while in the employ of the Employer, for more than twenty-four (24) months.

- 13.05 Retirement: Employees who have obtained age 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 unable to meet the full requirements of their position.
- 13.06 Layoff and Recalls: The Employer agrees to give as much advance notice of layoffs and recalls as is reasonably possible. Layoffs and recalls will be implemented according to seniority, provided that the employee affected has the skill and ability to do the job, with probationary employees laid off first, and the recalls in the reverse order in which they were laid off.
- 13.07 The Employer shall give prior notice to employees and the Union of its intention to lay off employees. The notice period to the employees affected by a layoff shall be in accordance with the provisions of the *Employment Standards Act*, R.S.O. 1980 as amended.
- 13.08 Any grievance with respect to a layoff shall be taken up under the grievance procedure within five (5) working days after the commencement of the layoff but not later.
- 13.09 Employees who accept a permanent job outside the bargaining unit will have their seniority frozen after their thirty (30) day trial period. These employees may come back after the thirty (30) days if a vacancy exists. If the job is temporary only, the

employee may return to her former bargaining unit position with full credit for time spent outside of the unit.

## **ARTICLE 14 - INSURANCE PLANS**

14.01 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 \$20,000.00 life insurance.
- (b) Accidental Death and Dismemberment Insurance: providing \$20,000.00 accidental death and dismemberment insurance.
- (c) Major Medical benefits including a Drug Plan: The amount deductible for health benefits is ten dollars (\$10.00) per individual, twenty dollars (\$20.00) per family, once per calendar year.
- (d) Vision Care Plan: providing coverage for lenses and frames at a maximum amount of seventy dollars (\$70.00) every two (2) years per person for each employee and her eligible family members. Effective January 1, 1992 the covered amount will increase to \$100.00.

14.02 (a) Dental Plan: 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 fifty dollar \$50.00 per family deductible amount once per calendar year.

Dental Plan coverage will be at the previous year's Ontario Dental Association fee schedule. The coverage shall be

upgraded annually at January 1 to the previous year's fee schedule.

- (b) The Employer will reimburse employees for one-half ( $\frac{1}{2}$ ) of the twenty-five dollars (\$25.00) and fifty dollars (\$50.00) annual deductible amounts.

14.03 The Employer agrees to provide adequate malpractice and residents bodily injury insurance to cover an employee or employees in the event of any such legal action brought against an employee or employees in the course of employment with the Employer.

14.04 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 calendar month in which a layoff occurs;
- (b) during the first four (4) consecutive weeks of an authorized leave of absence without pay;
- (c) while the employee is off due to illness including the period when receiving sick leave benefits paid by the Employer, up to a maximum of three (3) calendar months;
- (d) while in receipt of Workers' Compensation as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;
- (e) while on maternity/parenting leave, for the period it is required to pay benefit premiums, in line with government legislation.

Employees on any 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.

14.05 An employee injured during working hours shall be paid for the balance of her scheduled shift.

14.06 Part-time Employees:

- (a) The Employer will make the benefits set out in Articles 14.01 and 14.02 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 benefits.)
- (b) Part-time employees hired prior to July 15, 1988 (prior to May 1, 1989 at Riverbend) may advise the Employer that they wish to participate in any of the insured benefits on the basis set out in (a) above. Once employees change from payment in lieu of benefits to the pro-rata benefits program, they may not change back to payment in lieu.
- (c) Part-time employees hired prior to July 15, 1988 (prior to May 1, 1989 at Riverbend) who do not advise the Employer of the intent to participate in the pro-rata benefits program shall receive fifty (50) cents per hour worked in addition to the wage rates outlined in Schedule B. This premium shall serve as compensation in lieu of the insurance as outlined in Article 14 and sick leave outlined in Article 15. In the event of the 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 pro-rata basis.

- (d) The payment in lieu of benefits as set out in this section is not available to employees hired after July 14, 1988 (after April 30, 1989 at Riverbend).
- (e) Part-time employees hired prior to July 15, 1988 (prior to May 1, 1989 at Riverbend) wishing to participate in the pro-rata benefit program may join during the months of January and July of each year. (Carrier approval required and some restrictions may apply.)

14.07 The parties agree that requests for medical certificates shall be dealt with as follows:

- (a) Annual Medical: 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:

If the Employer can demonstrate a pattern of abuse for an employee, the employee is responsible for the cost of the medical certificate.

## **ARTICLE 15 - ABSENCE FROM WORK AND SICK DAYS**

15.01 If an employee is unable to report for work, she shall give the Employer a minimum of four (4) hours notice (except for the day shift which shall be subject to a minimum of (1) hour's notice). In case notice is not given in the required time, the

employee shall lose her eligibility for the first sick day as outlined in Article 15.03, unless the inability to work is due to an accident which prevents the employee from giving the proper minimum notice.

If an employee who has given notice of her inability to work finds herself able to work she may call in and be allowed to report for work if the Employer has been unable to replace her or if arrangements with the replacing employee can be cancelled.

15.02 In case an employee is off work due to illness or injury for a "short term," the employee must inform the Employer four (4) hours in advance of her scheduled shift that she will return to work that day. In case of a "long term" absence, the employee must inform the Employer eight (8) hours in advance of her scheduled shift that she will return to work.

"Short term" absence in this Article shall mean more than one (1) day and less than eight (8) days.

"Long term" absence in this Article shall mean more than one (1) week.

Every employee shall be required to obtain a doctor's certificate upon return to work for an illness which is in excess of two (2) days. The Employer may require a doctor's certificate on the first day of illness if the employee involved abuses the sick leave provision outlined herein. This request shall be in writing, substantiating the pattern of abuse.

15.03 (a) Full-time employees shall accumulate sick leave credits at the rate of one and one-half (1½) days per month to a maximum of one hundred and eight (108) days. Sick leave is payable on the first day of sickness.



- (b) The total accumulation of sick days per year shall be eighteen (18) days and sick days shall be cumulative from year to year to a maximum of one hundred and eight (108) days. Accumulation beyond the previous maximum shall commence with the month of June, 1991.
- (c) Part-time employees hired at Brantford and Owen Sound after July 14, 1988 (at Riverbend after April 30, 1989), part-time employees hired at Brantford and Owen Sound prior to July 15, 1988 (at Riverbend prior to May 1, 1989) who chose to participate in the pro-rata benefit program, and part-time employees at Paris and Kincardine will be entitled to accrue a sick bank based on eleven and a quarter (11.25) hours for each one hundred and sixty two and a half (162.5) hours paid by the Employer, to a maximum of eight hundred and ten (810) hours.
- (d) Upon returning to work following a sickness, employees shall be credited the balance of their accumulated sick leave for use in subsequent sickness periods.
- (e) Employees entitled to sick pay and off work due to sickness, shall not receive more sick pay during any pay period than the normal number of days worked during the preceding pay periods.
- (f) If there is a demonstrated pattern of abuse of the use of sickdays on the part of the employee, the Employer may withhold payment for the first two (2) days of absence due to illness after the fifth illness of the employee in any calendar year.
- (g) A record of unused sick leave will be kept by the Employer and the amount of unused sick leave will be available to an employee upon her request. Such requests

shall be made by the steward in writing on behalf of the employee and will be directed to the administrator or her designate. The intent shall be to assist employees in determining problems and not to post a list. The steward will endeavour to keep requests to a minimum.

- (h) The employees' share of the Employer's Unemployment Insurance reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.
- (i) 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 or 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 16 - PENSION PLAN**

- 16.01 This plan applies to all employees covered by this Collective Agreement.
- 16.02 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.
- 16.03 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.

- 16.04 The Employer shall pay an amount equal to four percent (4%) of covered wages of each eligible employee.
- 16.05 Covered wages as set out in 16.03 and 16.04 above include straight time hourly wages, the straight time portion of holiday pay and vacation pay. All other earnings are excluded.
- 16.06 The Employer will remit the employee's and the Employer's contributions to Pension Plan C-13387, 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 employees and the amounts applicable to each.
- 16.07 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 year's balance, new contributions made, new earnings and new balance.
- 16.08 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 Workers' Compensation 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 fifteenth (15th) of the month in which they are due.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **17.01 For Personal Reasons**

At the discretion of the Employer, an employee may be granted leave of absence without pay for personal reasons. Except in emergencies, written application for leave of absence must be made at least two (2) weeks in advance of such leave. When applying, the employee must indicate the date of departure and specify the date of return.

17.02 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, he shall state the reason in the reply. The Union shall receive a copy of the reply.

17.03 Employees who are on a leave of absence and engage in gainful employment while on such leave are subject to dismissal unless otherwise agreed by the Union and the Employer.

17.04 An employee who overstays her authorized leave shall be considered to have terminated her employment without notice unless she provides an explanation satisfactory to the Employer.

17.05 It is understood no benefits except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

17.06 When a leave of absence without pay exceeds four (4) or more consecutive weeks, the Employer will not continue payments toward health and welfare benefits after the four (4) week period. The employee may continue coverage by contributing the costs of the premiums to the Employer.

17.07 In the case of absence due to illness, injury or approved leave of absence, employees with seniority shall be paid for the first paid holiday (as specified in Article 12) falling within a one (1) month period from the commencement of such absences.

17.08 For Educational Sessions

- (a) Upon request of the Union, each steward shall be entitled to an unpaid leave of absence of two (2) days per year for the purpose of attending educational seminars sponsored by the Union.
- (b) Unpaid leave of absence, for up to one (1) year, may be granted to employees to attend professional and educational meetings, seminars, courses or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (c) 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.

17.09 For Bereavement Leave

- (a) If an employee is bereaved of a parent, grandparent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild she shall be granted a leave of absence of three (3) days, with pay, provided the funeral is attended.

The days granted shall be between the date of death and the day after the funeral.

- (b) If an employee is bereaved of her spouse or child she shall be granted a leave of absence of four (4) days, with pay, provided the funeral is attended.

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

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

17.11 Bereavement pay shall be paid only for days upon which the employee was scheduled to work.

17.12 An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payment for holiday pay or vacation pay. If an employee is on sick leave and attends the funeral, the bereavement leave will not be charged against sick leave accumulated.

17.13 For Jury Duty and Subpoenaed Witness

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.

It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve on jury duty.

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.

- 17.14 Maternity and parental leave (including adoption) shall be granted to employees for up to one (1) year as per the provisions of Article 17.01.
- 17.15 (a) An employee on maternity leave, who is in receipt of Unemployment Insurance (U.I.) pregnancy benefits pursuant to Section 30 of the *Unemployment Insurance Act*, shall be paid a supplemental benefit by the Employer. The supplemental benefit will be eighteen percent (18%) of the employee's regular weekly earnings) commencing after the two-week U.I. waiting period, and paid on a monthly basis. The employee must provide the Employer with proof of U.I. benefit eligibility, with the provision of the first U.I. stub being sufficient proof for the payment of supplemental benefits for the duration of the pregnancy leave.

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.

## **ARTICLE 18 - TRANSPORTATION**

18.01 An employee who agrees to use her personal vehicle for the Employer shall be paid twenty-eight (28) cents per kilometer for all authorized use. The Employer will review this rate of compensation from time to time.

## **ARTICLE 19 - APRONS AND UNIFORMS**

19.01 Kitchen staff shall be provided aprons free of charge by the Employer.

19.02 All employees shall be given a uniform allowance by the Employer as follows:

Effective January 1, 1994

full-time - \$10.00 per month  
part-time - \$ 5.00 per month



Such allowance shall be paid by the Employer two (2) times per contract year on a separate cheque, the payments being due on the pay period closest to June 30th and December 31st of each year.

## **ARTICLE 20 - BULLETIN BOARDS**

20.02 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees and the Union membership. All such notices must be submitted to the facility's administrator for approval prior to posting. Such approval shall not be unreasonably withheld.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

21.01 The parties to this Agreement recognize the stewards and the CLAC Representative specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.

21.02 Any employee who has a complaint will, accompanied by a steward, or a CLAC Representative if she so desires, discuss the same with her immediate supervisor within five (5) workdays of the act or condition causing the complaint. This supervisor will deal with the complaint not later than the third workday following the day upon which the complaint is submitted and will notify the grievor and the Union representative of his decision within five (5) workdays following the said meeting. If the reply is not satisfactory to the employee, she may process the complaint as a grievance by following the steps set out below.

Step 1

The employee, accompanied by a steward or a CLAC Representative, may submit the same to her immediate supervisor within five (5) workdays of the decision reached above. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union representative of his decision in writing within five (5) workdays following the said meeting.

Step 2

If the grievance is not settled under step 1, a Union representative will, within five (5) workdays of the decision under step 1, or within five (5) workdays 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 five (5) workdays following the said meeting.

- 21.03 A "group grievance" is defined as a single grievance, signed by a steward, or a CLAC Representative, as well as the employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with step 1. The grievors shall be listed on the grievance form.
- 21.04 The Employer or the Union shall not be required to consider or process "single" or "group" grievances which arise out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or a recurring nature, this limitation period shall not begin to run until the action or condition has ceased. At no time

may an employee or group of employees file a grievance on behalf of another employee.

21.05 A "policy grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable. A policy grievance may be submitted by either party to arbitration under Article 21, by-passing step 1. Such policy grievance shall be signed by a steward or a CLAC Representative, or in the case of an Employer's policy grievance, by the Employer or his representative.

21.06 Saturdays, Sundays, and the paid holidays designated in this Agreement will not be counted in determining the time in which any action is to be taken or completed under the grievance procedure or arbitration procedure.

## **ARTICLE 22 - ARBITRATION**

22.01 If the parties fail to settle the grievance at step 2 of the grievance procedure, the grievance may be referred to arbitration under the following procedure.

22.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within ten (10) days after receiving the decision given at step 2 of the grievance procedure.

22.03 If a notice of desire to arbitrate is served, the party serving the same shall designate whether it wishes to have the arbitration heard by a board of arbitration or by a sole arbitrator. If the party serving the notice designates a board of arbitration, the two parties shall each nominate an arbitrator within ten (10) days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to

select, by agreement, a chairman. If the party serving the notice designates a sole arbitrator, the two parties shall attempt to select, by agreement, a sole arbitrator. If the two arbitrators are unable to select a chairman within ten (10) days of their appointment, or if the parties are unable to select a sole arbitrator within ten (10) days of the notice that the party wishes to have the arbitration heard by a sole arbitrator, either party may request the Minister of Labour to appoint an impartial chairman or an impartial arbitrator, as the case may be. Where the arbitration is to be heard by a sole arbitrator, all references hereinafter contained in this Article to a board of arbitration shall apply to the sole arbitrator, making all necessary changes.

- 22.04 No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 22.05 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.
- 22.06 Notices of desire to arbitrate and of nominations 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.
- 22.07 If a party refuses or neglects 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 Article 21.03, 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.

- 22.08 It is agreed that the arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 20 and Article 21 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 22.09 An employee found to be wrongfully discharged or suspended may be reinstated without loss of seniority. The arbitration board may have the jurisdiction, power, and authority to decide of the payment of back pay; if it so decides, back pay shall be calculated at day rate, or average earnings, as applicable times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitration board.
- 22.10 Where the arbitration 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 arbitration board may substitute a penalty which is, in its opinion, just and equitable.
- 22.11 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the chairman of the arbitration board.

### **ARTICLE 23 - DISCHARGE, SUSPENSION AND WARNING**

- 23.01 When the attitude or performance of an employee does not improve after discussion and calls for a further warning by the Employer, and if such a warning shall be a written one, a copy of this warning will be forwarded immediately to the steward and the Union office. A written warning shall be removed from the employee's records one year after it was issued, provided

there were no further warnings within twelve (12) months following the issuance of the warning.

23.02 **An** employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, provided she has completed her probationary period, may together with a CLAC Representative and the Employer discuss the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may process the complaint to arbitration. . \*



**ARTICLE 24 - DURATION**

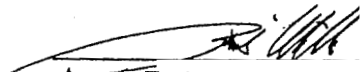
24.01 This Agreement shall continue in full force and effect until the thirty-first day of December, nineteen hundred and ninety five (1995) and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to delete, change or amend any of the provisions contained 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.

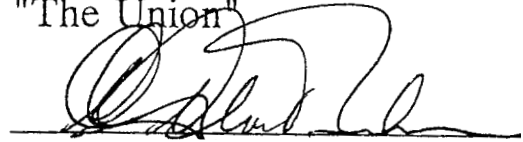
24.02 The parties shall meet in 1994 and, if necessary, in 1995 to negotiate the wage rates effective-January 1 of each of those years, and to review employee benefits. The wage negotiations shall be subjected to binding arbitration, upon the request of either party, while any changes resulting from the benefit reviews shall be subject to mutual agreement only.

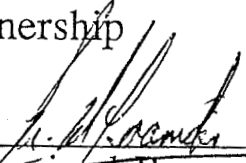
Signed at Cambridge, Ontario,           27.1.25          , 1994.

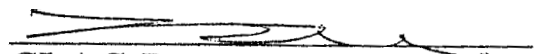
"The Employer"

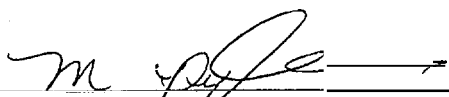
"The Union"

  
\_\_\_\_\_  
Authorized Representative  
of Brierwood and Riverbend  
Partnership

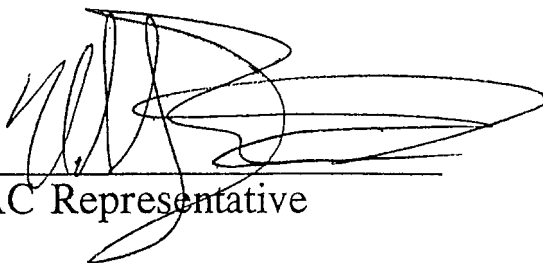
  
\_\_\_\_\_  
of Christian Labour  
Association of Canada

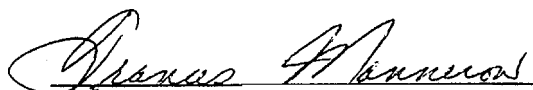
  
\_\_\_\_\_  
Authorized Representative  
of Versa-Care Limited

  
\_\_\_\_\_  
CLAC Representative

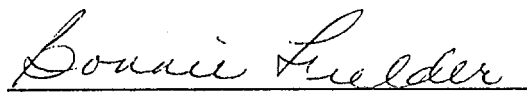


On behalf of Versa-Care  
Limited

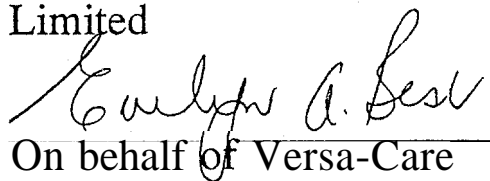
  
CLAC Representative



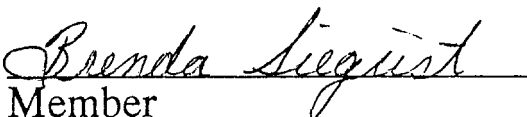
On behalf of Versa-Care  
Limited



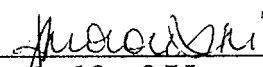
Member  
Bargaining Committee

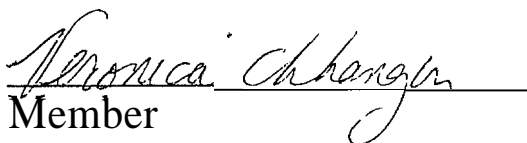


On behalf of Versa-Care  
Limited

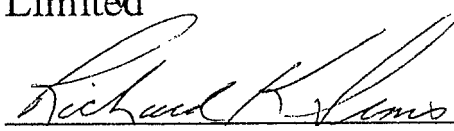


Member  
Bargaining Committee

  
On behalf of Versa-Care  
Limited

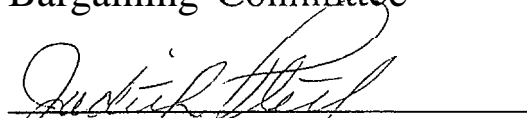


Member  
Bargaining Committee

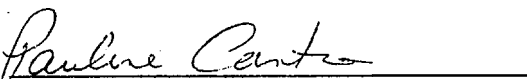
  
On behalf of Versa-Care  
Limited



Member  
Bargaining Committee



Member  
Bargaining Committee



Member  
Bargaining Committee

Member  
Bargaining Committee



**SCHEDULE "A"**

**Authorization for the Deduction of Union Dues  
and Fees**

Full-time Employees

I, \_\_\_\_\_, hereby authorize and request the Employer to deduct from each of my pays, an amount equal to one twenty-sixth (1/26th) of the annual dues of the Christian Labour Association of Canada, which is twelve times (12x) the amount of two times (2x) my basic hourly rate, or an amount as set by CLAC's National Convention, and to remit this amount to the Treasurer of the Christian Labour Association of Canada.

Part-time Employees

I, \_\_\_\_\_, hereby authorize and request the Employer to deduct from each of my pays, an amount equal to one twenty-sixth (1/26th) of the annual dues of the Christian Labour Association of Canada, which is twelve times (12x) the amount of one and one-half times (1½x) my basic hourly rate, or an amount as set by CLAC's National Convention, and to remit this amount to the Treasurer of the Christian Labour Association of Canada.

\*\*\*\*\*

The above-named also requests the Employer to deduct from my next pay, an amount equal to initiation fees, totalling \$10.00, and to remit this amount to the Treasurer of the Christian Labour Association of Canada.

**Schedule "A" - cont'd.**

I further agree that the Employer shall be saved harmless for all deductions and payments so made.

\_\_\_\_\_, 1994.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

**SCHEDULE "B"**

**Classifications and Hourly Rates**

<b>Classification</b>		
Housekeeping Aide (Retirement)	Start	\$10.54
	Probation	10.85
	1875 Hours	11.21
	3750 Hours	11.65
	5625 Hours	12.16
Attendant, Activation Aide (Retirement)	Start	\$10.74
	Probation	11.04
	1875 Hours	11.40
	3750 Hours	11.84
	5625 Hours	12.35
Housekeeping Aide (Nursing Home) Dietary and Laundry Aide	Start	\$11.28
	Probation	11.58
	1875 Hours	11.95
	3750 Hours	12.38
	5625 Hours	12.90
Nurse Aide and Life Enrichment Aide (Nursing Home) Assistant Cook	Start	\$11.47
	Probation	11.78
	1875 Hours	12.14
	3750 Hours	12.57
	5625 Hours	13.09
Cook	Start	\$12.41
	Probation	12.72
	1875 Hours	13.08
	3750 Hours	13.51
	5625 Hours	14.03

RNA/RPN (Retirement)	Start	\$13.45
	Probation	13.76
	1875 Hours	14.12
	3750 Hours	14.55
	5625 Hours	15.07
RNA/RPN (Nursing Home)	Start	\$13.69
	Probation	13.99
	1875 Hours	14.35
	3750 Hours	14.79
	5625 Hours	15.30
RN's (Telfer)	Start	\$16.68
	Probation	16.98
	1875 Hours	17.89
	3750 Hours	18.64
	5625 Hours	19.68
	7500 Hours	20.72
	9375 Hours	21.41
	11250 Hours	21.79
	13125 Hours	22.18
	15000 Hours	22.60
16875 Hours	23.03	

Wage rates as of January 1, 1994 shall be subject to Article 24.03 of this Agreement.

## **Schedule "B" - Cont'd.**

### **Health Care Aide (H.C.A.) Premium**

- (a) Employees working as a Nurse Aide or Attendant who have completed the Health Care Aid course at an approved community college or who have a Registered Nurse or Registered Nursing Assistant certificate shall receive a premium of fifteen (15) cents per hour above the applicable nursing aid rates.
- (b) Employees working as Life Enrichment Aide (Nursing Home) who have H.C.A. or better qualifications will receive the H.C.A. premium.
- (c) Any current employees receiving the H.C.A. premium without being qualified as outlined above will continue to be paid the premium.

### **Registered Nurses**

- (a) For Registered Nurses the Employer agrees to allow credit for related experience on the basis of 1875 hours for each two (2) years of experience with another Employer to a maximum of 9375 hours of credit.
- (b) Registered Nurses shall receive an "on-call" premium of twelve dollars (\$12.00) per shift.

### **Handy Person**

A premium of twenty-five (25) cents per hour above the applicable Housekeeping rate will be paid to an employee for all hours worked as a Handy person when designated by the Employer.