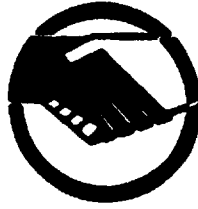


SOURCE	CO		
EFF.	97	07	01
TERM.	99	03	31
No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	JFC		



COLLECTIVE AGREEMENT

BETWEEN:

VERSA-CARE CENTRE, LAMBETH

- AND -

LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220

EXPIRY DATE: MARCH 31, 1999

RECEIVED
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ARTICLE 1 - GENERAL PURPOSE

1:01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and its Employees. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its Employees, and to settle amicable differences or grievances which may arise from time to time hereunder in the manner hereinafter set out.

ARTICLE 2 - RECOGNITION

2:01 The Employer recognizes the Union as the sole Collective Bargaining Agent for all of its Employees, at its Nursing Home in the Township of Delaware, save and except foreman and supervisor, professional nursing staff, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 3 - STRIKES AND LOCKOUTS

3:01 The Employer will not cause or direct any lockout of its Employees and the Union will not cause or direct any strikes, nor will the Employees participate in any collective action which will interfere with the operation of the Employer.

3:02 The definitions of the terms "lockout" and "strike" as used in article 3:01 above, shall be in accordance with the Labour Relations Act of Ontario.

ARTICLE 4 - MANAGEMENT RIGHTS

4:01 Except where specifically abridged by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- (a) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by Employees;
- (b) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge Employees, and to increase and decrease working forces, provided that a claim of discriminatory classification, promotion, demotion, discipline or suspension, or a claim by an Employee that she has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) to generally manage the Sun Haven Nursing Home and, without restricting the generality of the foregoing, to determine the number and location of the Employer establishments, the services to be rendered, the methods, the work

procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Nursing Home to schedule the work and services to be provided and performed; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Employer, Employee, patients and the public.

ARTICLE 5 - UNION SECURITY

5:01 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, place of residence, nor by reason of her membership or non-membership or activity in the Union, or in the exercise of her rights under this Agreement.

5:02 The Employer agrees during the lifetime of this agreement to deduct each month from the pay of each Employee who has completed probation, union dues. Such deductions shall be made at the end of the first pay period in any calendar month and remitted to the Secretary-Treasurer of the Union within fifteen (15) days after the month in which they were so deducted. The Employer shall, when remitting such dues, supply the Union with a list of the names, addresses and classifications of the Employees from whom such deductions were made. On and after a date three (3) months from the date of ratification, such lists shall also indicate whether such Employee is absent from work and where possible, the reason for such absence. The Secretary-Treasurer of the Union shall certify to the Employer the amount of Union dues in effect in accordance with the Union's constitution and by-laws.

5:03 The Union shall keep the Employer advised in writing of any changes in the amount of its monthly Union dues.

5:04 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

5:05 Work of the Bargaining Unit

Supervisors and persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in the case of emergency or for the purpose of instructing Employees, and in cases mutually agreed upon by the parties.

5:06 Contracting Out

The nursing home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out a lay-off of any Employees other than casual part-time Employees results from such contracting out. Contracting out to an employer who is organized and who will employ the Employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

5:07 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once within the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designate for each such interview, the duration of which shall not exceed fifteen (15) minutes.

ARTICLE 6 - UNION COMMITTEE AND STEWARDS

6:01 The Union shall have the right to appoint or otherwise select up to three (3) Employees to act as stewards and to assist other Employees in the presentation of any grievances they may have, if such assistance is requested but in no event shall more than one steward be appointed or selected from any one **job** classification. The Employer shall not be required to meet with more than **two** stewards at any one time plus a full-time Union representative.

6:02 The Union shall have the right to appoint or to otherwise select a negotiating committee of not more than three (3) Employees, and will deal with the said committee with respect to any matter which properly arises from time to time during the term of the agreement.

6:03 No Employee shall act in the capacities referred to in 6:01 and 6:02 above until after she has completed her probationary period.

6:04 The Union and the Employer acknowledges and agree that stewards have regular duties to perform in connection with their employment, all such activities will be carried on outside regular working hours unless otherwise mutually agreed upon.

6:05 There shall be no Union activity on the Employer's time or on the Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this agreement.

6:06 Union Committee members or stewards will not **lose** pay from their regular shift for **Union/Management** meetings, negotiation meetings, grievance meetings before and after but not including the conciliation process in the case of negotiations, and not

including arbitration, in the case of grievances. Designated Union Committee members involved in negotiation meetings will not be expected to report for duty on the day the negotiations are held.

ARTICLE 7 - GRIEVANCE PROCEDURE

7:01 it is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until she has first given her supervisor an opportunity to adjust her complaint.

Individual Grievance - A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application, or administration of this Agreement, including any question as to whether the matter is arbitrable, and an allegation that this Agreement has been violated.

if an Employee has an unsettled complaint regarding the interpretation, application, administration or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, the Employee may take the matter up as a grievance within ten (10) working days after the circumstances which gave rise to the complaint occurred as follows:

Step No. 1

The Employee, who may request the assistance of her steward, shall present the grievance in writing to her supervisor whose decision shall be rendered in writing within three (3) working days following the presentation of the grievance at this step.

Step No. 2

Failing settlement of Step No, 1, the grievance may be appealed in writing within three (3) working days after the decision is given under Step No. 1, to the Administrator or his authorized deputy. The matter will then be discussed at a meeting between **Employer** representatives and the said committee. The aggrieved may be present at such meetings if she desires or at the request of either party. The Employer representatives shall render a decision in writing within three (3) working days after the presentation at this step.

Step No. 3

Failing settlement at Step No. 2, the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within thirty (30) working days after the decision has been given at Step No. 2. Failing which the grievance will be considered to have been settled or abandoned.

7:02 **Policy Grievance**

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under the final Step No. 2 of the current procedure within fourteen (14) working days of the event giving rise to the grievance. Failing settlement under the final Step No. 2 of the current procedure within fourteen (14) working days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an Employee which such Employee could himself institute and the regular grievance procedure shall not be thereby bypassed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution or the issue from the complaint.

7:03 **Group Grievance** - Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within seven (7) working days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step Number two (2) and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7:04 **Employer's and Union's Grievances** - The Union or the Employer may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing at Step Number Two (2) of the grievance procedure, providing that it is presented within fourteen (14) working days after the circumstances which gave rise to the grievance orientated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

7:05 Any and all time limits fixed by this Article may at any time be extended by written agreement between the Employer and the Union.

7:06 All decisions arrived at between the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the Employee or Employees concerned.

7:07 Saturdays, Sundays, Employee's scheduled days off, and the paid holidays designated, if not worked, 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 8 - DISCHARGE CASES

- 8:01 An Employee may only be discharged for just cause, except that an Employee who has not completed his probationary period, may be terminated on the basis of a fair and proper assessment of his suitability for employment with the Nursing Home, but which action may be taken up as a grievance commencing at Step No. 2 of the grievance procedure, provided the discharged person submits his written grievance, dated and signed, within seven (7) working days after the discharge occurs.
- 8:02 Such special grievances may be settled by confirming the discharge, or by reinstating the discharged person with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 8:03 Letters of Reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface ie: residents and family where the record will remain on file.
- Records of suspension are to be removed from an employee's personnel file after 18 months from the date of discipline, except in case of incidents involving third party interface ie: resident's and family where the record will remain on file.
- 8:04 An Employee shall, upon written request, be granted the opportunity to view his/her personal file.
- 8:05 Where two (2) or more Employees have a grievance which raises the same issue, the grievance may be submitted at Step 2 within twenty (20) working days of the event giving rise to the grievance. The grievance shall be processed subject to all the remaining applicable provisions under the grievance procedure.

ARTICLE 9 - ARBITRATION

- 9:01 When either party requests that a grievance be submitted to arbitration as provided under Article 7, it shall make such request in writing addressed to the other party to this agreement and at the same time nominate an arbitrator. Within five (5) full working days thereafter, the other party shall nominate an arbitrator, provided, however, that if such other party fails to nominate an arbitrator as herein required and unless the time has been extended by mutual agreement between the two parties, the Ontario Labour/Management Arbitration Commission shall have power to effect such appointment upon application thereby by the party invoking arbitration procedure. The two arbitrators so nominated shall confer immediately and shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such Chairperson within a period of seven (7) full working days

after the nomination of the second arbitrator, they or either of them may then request the Ontario Labour/Management Arbitration Commission to appoint a Chairperson.

- 9:02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9:03 No matter may be submitted to arbitration which has not been carried through all previous steps of the grievance procedure.
- 9:04 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expense of the Chairperson of the Board of Arbitration.
- 9:05 Any and all time limits referred to under the grievance and arbitration procedures herein may at any time be extended by written agreement between the Employer and the Union.
- 9:06 The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the Employee or Employees affected, provided, however, that in no event shall the Board of Arbitration have the power to change this agreement or alter, modify or amend any of its provisions nor make any decision in conflict with the provisions of this agreement.
- 9:07 In determining any discharge the Board of Arbitration shall have the authority to:
- (a) affirm the Employer's action and dismiss the grievance;
 - (b) set aside the penalty imposed by the Employer and restore the grievor to her former position with or without compensation; or
 - (c) vary or alter the penalty imposed by the Employer or make such other determination as the Board in its discretion may deem just and reasonable.
- 9:08 By mutual written agreement between the Employer and the Union, the parties may substitute a sole arbitrator for a Board of Arbitration.

ARTICLE 10 - WITNESSES AND INSPECTION

- 10:01 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the Employee or Employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Home to view

any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Nursing Home.

ARTICLE 11 - PROBATIONARY EMPLOYEES

11:01 The parties agree with reference to probationary Employees that:

- (a) All Employees until they have performed three hundred and thirty-seven (337) hours of work for the Employer shall be probationary Employees.
- (b) During the probationary period, the probationary Employee shall have no seniority standing and the Employer may promote, demote, lay off, transfer or terminate the employment of such Employee with or without cause or question. Employees who have completed said probationary period and have been retained by the Employer at the expiration thereof shall be considered as regular Employees.

ARTICLE 12 - SENIORITY

- 12:01 (a) Seniority is defined as length of service with the Employer in the bargaining unit expressed in hours paid by the Employer. A new Employee shall be placed on the seniority list at the end of the probationary period and his/her respective seniority shall be dated back to the most recent date of hire.
- (b) For the purposes of establishing seniority 1950 hours paid equals one (1) year of seniority. If an Employee transfers from part-time to full-time or vice-versa for the purpose of establishing seniority 1950 hours paid equals one year of service or vice-versa as the case may be.

12:02 In cases of promotions, demotions or transfers within the various job classifications, the following factors will be considered:

- (a) seniority
- (b) skill and ability

Where more than one Employee is qualified and willing to perform the available work, seniority will govern.

- 12:03 (a) .In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks notice. This notice is not in addition to required notice for individual Employees.
- (b) In the event of a layoff of a permanent or long-term nature, the Home will provide affected Employees with notice in accordance with the Employment

Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected Employee as follows:

<u>Years of Service</u>	<u>Notice</u>
Greater than 9 years	9 weeks
Greater than 10 years	10 weeks
Greater than 11 years	11 weeks
Greater than 12 years	12 weeks

(c) **Layoff Procedure**

In the event of layoff, the Employer shall lay off Employees in the reverse order of their seniority within their classification, provided that there remains on the job Employees who have the ability and qualifications as required by law to perform the work.

(d) An Employee who is subject to layoff shall have the right to either:

- i) accept the layoff; or
- ii) displace an Employee who has lesser bargaining unit seniority and who is the least senior Employee in a lower or identical paying classification in the bargaining unit if the Employee originally subject to layoff is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such Employees so displaced shall be laid off.

Note:

An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off Employee's straight time hourly wage rate.

In the event that there are no Employees with lesser seniority in lower or identical paying classification as defined in this article, a laid off Employee will have the right to displace an Employee with lesser seniority who is the least senior Employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off Employee is within 5% of the laid off Employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such Employee so displaced shall be laid off.

The decision of the Employee to choose (i) or (ii) above shall be given in writing to the Administrator within one calendar week following the

- vi) A laid off Employee shall retain the rights of recall for a period twenty-four (24) months.

Note:

For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time Employee bumps a full-time Employee as part of the abovenoted procedure, the part-time Employee is accepting the full-time position only.

it is understood and agreed that if a full-time Employee bumps a part-time Employee as part of the abovenoted procedure, the full-time Employee is accepting the part-time position only.

For these purposes, one (1) year full-time seniority = 1950 part-time seniority.

12:04 An Employee shall lose all seniority and shall be deemed to have terminated her employment if she:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged by the Employer and such discharge is not reversed through the grievance procedure;
- (c) any Employee laid off and recalled to work must, within seven (7) calendar days, when unemployed and within seven (7) calendar days when employed elsewhere after being recalled, or make definite arrangements with the Employer to return;
- (d) has been laid off for a period of twenty-four (24) consecutive months;
- (e) is absent from work without permission for three (3) consecutive days unless for satisfactory reasons. This provision shall not be interpreted as condoning unauthorized absenteeism for three (3) days or less;
- (f) fails to return to work on the expiration of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which it was granted;
- (g) is absent for work for more than twenty-four (24) months by reason of illness or other physical disability.
- (h) is absent from work by reason of an injury which occurred while at work for the Employer and receiving Workers' Compensation for more than twenty-four (24) months from the date of the original injury.

12:05 The Employer will continue, as if an Employee were at work, benefits as herein provided, relating to sick leave, vacations, and health and welfare programs, while an Employee is either:

- (a) on sick leave, until accumulated sick leave credits have been paid in full or for six months, whichever is greater; or
- (b) receiving Workers' Compensation for up to twenty-four (24) months from the date of the injury.

12:06 Where they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to the length of employment subject to the following conditions:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) calendar days other than an absence under the **maternity/adoption** provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended for the period that exceeds thirty (30) days; the benefits concerned appropriately reduced on a prorata basis, and the Employee's anniversary date adjusted accordingly. In addition, the Employee will become responsible for full payment of subsidized Employee benefits in which she is participating for the period of absence. An Employee on **maternity/adoption** leave continues to be responsible for full payment of subsidized Employee benefits in which she is participating for the period of the approved leave. During such leave exceeding thirty (30) calendar days, previous accumulated service will be preserved.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence that exceeds thirty (30) days. Notwithstanding this provision, seniority shall accrue during **maternity/adoption** leave or for a period of one (1) year if an Employee's absence is due to an injury within the Nursing Home resulting in Workers' Compensation benefits.
- (d) Where an Employee is laid off for not more than thirty (30) continuous days, such layoff shall be treated for purposes of this section as an unpaid leave of absence and full coverage for all Employee benefit plans will continue for the period not exceeding thirty (30) days.

12:07 An Employee who is unable to report for work because of sickness or other reasonable cause shall notify her immediate supervisor at least three (3) hours before the start of her shift when she is working the evening or night shift and one (1) hour before the start of her shift when she is working the day shift so that proper measures can be taken for replacement.

12:08 It shall be the duty of the Employees to notify the Employer promptly of any change in their address. If an Employee should fail to do this, the Employer will not be responsible for failure of any notice to reach the Employee concerned.

12:09 Seniority lists shall be posted in January and July of each year. A copy of such lists shall be forwarded to the Union and the Chairperson. The list supplied to the Union shall include with the present information, the address, social insurance number and classification of the Employee.

12:10 **Job Posting**

in the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post new jobs or vacancies for a period of ten (10) calendar days and shall stipulate the qualifications, rate and department concerned before new Employees are hired in order to allow Employees with seniority to apply. If no applications are received by 10:00 a.m. of the fourth day following the posting date, the Employer may start proceeding to secure applications from outside labour sources, In the event an Employee should apply for the position, the provisions of Article 12.02 shall apply.

if the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

The Employer will post the name of the successful applicant when the position has been filled. The Employer will discuss with the unsuccessful applicants the manner in which the Employee may improve her position and her work in order to be considered for any future vacancy.

Nothing herein shall prevent the Employer from temporarily filling any position or vacancy during the processing of the posting.

Employees transferred through the job posting procedure will be paid in the following manner:

- (a) If the job is a higher-rated classification, the Employee will receive her current rate or the start rate for the new position, whichever is the greater. She shall then progress through the rates of the classification as provided in Schedule "A" in accordance with her length of service in the classification.

- 13:02 (a) The Employer shall grant leaves of absence for up to three (3) employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.

in requesting such leaves of absence, the Union must give twenty (20) days clear notice to the Employer to be confirmed by the Union in writing.

Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees.

- (b) While on unpaid union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (ie. EHT, UIC, CPP and WCB) and Pension, but would not include Health and Welfare and Weekly indemnity premiums (if applicable).

13:03 Jury Duty

When an Employee is selected as a potential juror, or required to serve on a jury, she shall be relieved of her duties *for* such time as it may require and shall be paid the difference between her fee as a juror and her earnings for the time lost. It is the Employee's responsibility to come in to work at any time during the week that she is not actually required for jury duty, or to be present in court. The Employee shall make a claim for jury duty pay in writing to her supervisor and she shall present proof of selection and/or service and the amount of payment received.

- 13:04 Upon the death of an Employee's spouse, child or stepchild, an Employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral..

Upon the death of an Employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandparent-in-law, grandchildren, son-in-law or daughter-in-law, the Employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.

It is agreed that this leave is to apply only where the Employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the Employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending no later than the day of the funeral.

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

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.

Where it is necessary, the Employee may be provided additional unpaid leave.

Sarin? Internment

In the event that the burial does not occur at the time of the funeral, an Employee may save one day of bereavement leave entitlement for the purpose of attending the burial.

13:05 Pregnancy and Parental leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

(a) **Pregnancy Leave**

- (i) An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks or longer, and may begin no earlier than 17 weeks before the expected birth date.

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

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

Additional leave of absence may be taken under Section (b), Parental Leave.

Supplementary Unemployment Benefits

Effective March 31, 1995, an Employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

The benefit will be a maximum of 18% of her regular weekly earnings. This benefit will not exceed 75% of her regular weekly earnings as determined by the difference between her regular weekly earnings and the sum of her weekly unemployment insurance benefits.

- (iv) An Employee who does not apply for leave of absence under Article (ii) (a), and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article (ii) (a) upon providing the Employer, before the expiry of *two* (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (v) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act provided the Employee continues to pay their portion of the premiums.
- (vi) An Employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. if a full time Employee returns to work at the expiry of the leave, and the normal permanent position still exists, the Employee will be returned to her former job, former shift, if designated.

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

- (vii) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system of Article 12.

- (viii) Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan cannot be used.
- (ix) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (x) Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under Section (b) of this article. The Employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

(b) Parental leave

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

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

- (v) The provisions under (a) (i), and (iv) through (a) (ix) also apply.

13:06 Education

Where Employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the full costs associated with the courses. If required by the Employer, an Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

The administrator may grant a request for additional unpaid leave of absence to upgrade employment qualifications, provided that she receives a least one month's notice in writing unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of the nursing home; Applicants, when applying, must indicate the date of departure and specific date of return.

ARTICLE 14 - BULLETIN BOARDS

14:01 A bulletin board shall be available to the Union for the posting of Union notices. All such notices must be submitted to the Employer's Administrator or her designate, for Approval before posting.

ARTICLE 15 - HOURS OF WORK, OVERTIME. ETC.

15:01 The following is intended to define the normal hours of work for full-time Employees but shall not be interpreted as a guarantee of hours per day or per week or days of work per week.

15:02 The regular work shift for full-time Employees shall be eight (8) consecutive hours per day which includes one-half (1/2) hours unpaid meal period.

15:03 (a) Employees shall receive a one-half (1/2) hour unpaid lunch or meal period.

(b) Employees shall receive a paid fifteen (15) minute rest period during each half shift.

15:04 Employees unable to report for work are to report to their immediate supervisor as stated in Article 12:07.

15:05 (a) Shift schedules of a four (4) week duration shall be posted two (2) weeks in advance.

(b) Generally speaking, the Employer will schedule Employees on a rotating shift basis, but the Employer will continue its present practice of affording Employees the opportunity of working specific shifts without rotating. It is understood that such special assignments are not to be regarded as permanent

and may be cancelled in the event that the Employer is satisfied that, with changes in personnel, there appears to be an arbitrary or discriminatory assignment of Employees to shifts, or the efficient staffing of the Nursing Home is impaired.

- (c) Where shifts are not rotated, Employees will be assigned, whenever possible, to shifts of their choice, based on seniority.
- (d) Commitments to present Employees for specific shifts shall continue but new Employees shall be subject to the above.
- (e) Subject to 15:01, the Employer shall schedule shifts for nursing Employees in accordance with the following work schedule so as to ensure that each Employee gets either a Friday and Saturday or a Saturday and Sunday off every second week.

Registered Nursing Assistants 0700-1500 Shift

	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs
1	OFF	OFF	W	W	W	OFF	W	W	W	W	OFF	W	W	W
2	W	W	W	OFF	W	W	W	OFF	OFF	W	W	W	OFF	W
3	W	W	W	W	OFF	W	W	W	OFF	OFF	W	W	W	OFF
4	W	OFF	OFF	W	W	W	OFF	W	W	W	W	OFF	W	W

	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs
	OFF	OFF	W	W	W	OFF	W	W	W	W	OFF	W	W
	W	W	OFF	W	W	W	OFF	OFF	W	W	OFF	W	W
	W	W	W	OFF	W	W	OFF	OFF	W	W	W	W	OFF
4	OFF	OFF	W	W	OFF	W	W	W	W	OFF	W	W	W

Other Nursing Staff

	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs
1	W	OFF	OFF	W	W	W	OFF	W	W	W	W	OFF	W	W
2	OFF	W	W	W	OFF	W	W	W	OFF	OFF	W	W	W	W
3	W	OFF	OFF	W	W	OFF	W	W	W	W	OFF	W	W	W
4	W	W	W	OFF	W	W	W	W	OFF	OFF	W	W	W	OFF
5	W	OFF	OFF	W	W	W	W	OFF	W	W	W	W	OFF	W

15:06 The Union recognizes that the Employer's obligations to residents will make overtime work necessary **from** time to time. Therefore, the Employee is expected to co-operate with the Employer by working overtime when it is assigned.

15:07 Overtime shall be paid for all hours worked over seven **and one-half (7½) hours** in a shift or **seventy-five (75) hours** bi-weekly at the rate of time and one-half the Employee's regular rate of pay. Employees may take time **off** equivalent to overtime by mutual agreement.

- 15:08 in the event Employees of their own accord, for their own personal convenience wish to change shifts with appropriately qualified other Employees presently in the employ of the Employer, they shall first submit such request (twenty-four (24) hours in advance of the proposed change) in writing to the Director of Nursing for her written approval. The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.
- 15:09 Overtime shall be based on the Employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- 15:10 The Employer agrees that overtime work will be impartially distributed with a view to reasonable equalized working time among the members of the various departments provided such action does not reduce the efficiency of the operation.
- 15:11 Any legitimate complaint in connection with the distribution of overtime or working on overtime days as provided in the preceding paragraphs, will be adjusted by allocating additional overtime when same is available.
- 15:12 All overtime declined by an Employee shall count as overtime worked for the purpose of equal overtime distribution.
- 15:13 Employees shall report for work in their work attire. An Employee shall obtain permission from her supervisor before leaving work prior to the normal quitting time.
- 15:14 An Employee who reports for work at her assigned starting time and who works less than three (3) hours on any day shall be paid at least three (3) hours straight time but this clause does not apply when the Employer is unable to provide work for the Employee because of fire, lightning, power failure, storms or like causes of work stoppage beyond the control of the Employer. The Employer shall not incur any obligations under this clause where the Employee has failed to keep the Employer informed of her current address and telephone number.
- 15:15 **Shift Premium**
Subject to clause 15:05, Employees shall have their preference of shifts in accordance with their seniority, and their ability to perform the work and providing there is a vacancy on the shifts requested. Employees will not be required to split shifts or to work rotating shifts. A shift premium of thirty-three cents (33¢) per hour will be paid for each shift worked when an Employee is required to work a shift other than her normal shift.
- 15:16 **Uniform Allowance**
The Employer agrees to provide and launder, free of charge, all uniforms and other wearing apparel required to be worn by Employees at the request of the Employer,

or in the alternative, the Employer shall pay a uniform allowance of five (\$.052) cents per hour. Effective May 1, 1997, the hourly uniform allowance shall be accrued and paid out annually, for the previous year, on the first full pay in January each year,

15:17 Paycheques

In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an Employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

15:18 Full-Time/Part-Time Ratio

So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

15:19 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for 7.5 hours notwithstanding the fact they have worked either 6.5 hours or 8.5 hours.

ARTICLE 16 • VACATIONS AND VACATION PAY

16:01 Employees who have less than one (1) year of service with the Employer as of July 1st of the current year shall be entitled to receive an amount of their annual gross earnings as set forth under the Ontario Employment Standards Act.

16:02 Employees who have completed one (1) year with the Employer as of July 1st of the current year, shall be entitled to two (2) weeks vacation and four percent (4%) of their gross earnings for the vacation year.

16:03 i) Employees who have completed three (3) years with the Employer as of July 1st in the current year shall be entitled to three (3) weeks vacation and six percent (6%) of their gross earnings for the vacation year.

ii) Employees who have completed eight (8) years with the Employer as of July 1st of the current year shall be entitled to four (4) weeks vacation and eight percent (8%) of their gross earnings for the vacation year.

iii) Employees who have completed fifteen (15) years with the Employer as of July 1st of the current year shall be entitled to five (5) weeks vacation and ten percent (10%) of their gross earnings for the vacation year.

iv) Effective the 1998 vacation year, employees who have completed twenty five (25) years with the Employer as of July 1st of the current year shall be entitled

to six (6) weeks vacation and twelve percent (12%) of their gross earnings for the vacation year.

Vacation pay for Employees who are regularly scheduled to work seventy-five (75) hours bi-weekly to be paid as a percentage of gross earnings or regular pay whichever is greater.

16:04 Where an Employee's scheduled vacation is interrupted due to a serious illness requiring the Employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, provided the Employee provides a satisfactory documentation of the illness and the hospitalization.

The portion of the Employee's vacation which is deemed to be sick leave under the above provision, will not be counted against the Employee's vacation credits.

16:05 The time of vacations shall be arranged between the Employees and their respective supervisors, and the choice of vacation times shall be in accordance with seniority and the efficient operation of the Home.

16:06 Vacations are not cumulative from year to year and may not be taken in conjunction with vacation accrued in any other vacation year.

Vacations must be taken within twelve calendar months following the June 30th cut-off date.

16:07 Vacation pay will be paid to Employees on the pay day before vacation or Employees can choose to receive their vacation pay with their next pay after their vacation. Employees will advise the Employer of their preference.

16:08 Vacation pay on termination shall be paid on a pro-rata basis.

ARTICLE 17 - PAID HOLIDAYS

17:01 The Employer shall recognize the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Armistice Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
(1st Monday in August)	3rd Monday in February

17:02 Service to residents is essential. The Union acknowledges that Sun Haven Nursing Home operates seven (7) days a week and three hundred and sixty-five (365) days

25

17:06 There shall be no pyramiding of premium pay, overtime pay and paid holiday leave.

ARTICLE 18 - SICK LEAVE

18:01 Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income when they are legitimately ill and will be granted to Employees on the following basis providing sick leave credits are available:

- (a) a sick leave bank will accrue based on 11.25 hours for each 162.5 hours paid by the Employer to a maximum of 1200 hours.

Sick leave shall be paid based on scheduled time lost.

- (b) When leave of absence or sick leave with or without pay equals or exceeds twenty-two (22) working days in any one year, no sick leave credits shall accumulate for the entire period of absence.
- (c) The right to sick pay shall cease upon notice of termination of employment.
- (d) An Employee absenting himself on account of personal illness shall, subject to Article 18:01 (f), receive sick pay benefits equal to the Employee's normal wage for each day of personal illness that she was scheduled to work, to the extent of her accumulated sick leave credits. It is understood and agreed that compensation under the Workers' Compensation Act shall not be charged against the accumulated sick leave.
- (e) Any Employee absenting himself on account of personal illness must notify the Employer on the first day of illness before the time she would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable may result in loss of sick leave benefits for that day of absence.
- (f) The Employer may require that an Employee absenting himself on account of personal illness, shall, prior to receiving pay for such absence day(s) furnish a Medical Certificate issued by a qualified medical practitioner certifying that the Employee was unable to work due to personal illness.

18:02 **U.I.C. Premium Reduction**

The Employee's 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.

ARTICLE 19 - INSURANCE PREMIUMS

19:01 The Employer agrees to pay the indicated percentages of the following items for full-time Employees who have completed three (3) calendar months of employment and who qualify under the terms of the plans and who subscribe to said plans.

- (i) Ontario Health Insurance Plan or equivalent: 100% of the billed rate of premium.
- (ii) 100% of the billed rate of premium of the Group Plan, providing \$20,000.00 term life.
- (iii) An Extended Health Care Plan will be available to Employees and the Employer shall pay 100% of the billed rate of a \$10/\$20 deductible plan. Within the Extended Health Care Plan there shall be provision for eye glasses to a maximum of \$90.00 per person in each consecutive two (2) year period and hearing aids prescribed by an Otolaryngologist to a maximum of \$300.00 during the lifetime of each insured person.
- (iv) Fifty percent (50%) of the monthly billed premiums for a Group Dental Plan (equivalent to Blue Cross Plan #9) based on a one year lag ODA fee schedule. Annual benefit paid is two thousand (\$2,000.00) dollars per individual family member covered.
- (v) The Employer will notify the Union if it intends to change the insurance carrier.

The Employer is at all times responsible for the enrolment and proper remittance and payment of premiums to the insurance carrier. It is the responsibility of the Employee to submit claims.

Employees must complete either an application for enrolment or a written refusal of all coverage within thirty (30) days of completion of probation.

ARTICLE 20 - GENDER

20:01 Where used in this Agreement and where applicable, the female pronoun shall be deemed to include the male pronoun and vice-versa.

ARTICLE 21 - CALL-IN

21:01 "Call-in" shall mean the calling into work at the Employer's request of an Employee on an assigned day off as per the posted schedule.

21:02 Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked except in the case of Employees who are scheduled to work less than seventy-five (75) hours in a two week period who shall qualify for overtime rates when they have been called in for hours in excess of seventy-five (75) hours of work in the two week period.

21:03 Where the call-in is requested within one-half hour of the starting time of her shift and the Employee commences work within one hour of the call, then the Employee will be paid as if the entire shift has been worked, provided she completes the shift for which she was called in.

21:04 if the Employee reports for work within one (1) hour of the request for call-in, the Employer will guarantee a minimum of four (4) hours work.

21:05 Procedure

The Employer shall maintain a list of part time Employees to be available for call-in. Employees on the call-in list shall be called in order of seniority beginning with the most senior Employee, until staff shortage is filled. This list shall be posted.

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

Those with "no answer" will be recalled for subsequent call-ins and then the person listed below the last person to accept a call-in and so on, on a rotational basis.

"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.

Part time staff have regularly scheduled shifts. Their first commitment is to those shifts.

ARTICLE 22 - MEAL ALLOWANCE

22:01 When an Employee works a double shift, the Employer will supply a free meal.

ARTICLE 23 - UNION-MANAGEMENT MEETINGS

23:01 The Administrator and the Stewards shall meet to discuss and, if possible, provide understanding of points of mutual interest between the Nursing Home and the Union. Such meeting shall be held on the third Thursday of each month or at such other times as may be agreed to.

ARTICLE 24 - JOB DESCRIPTIONS

24:01 Jobdescriptions for all classifications to be supplied.

ARTICLE 25 - PENSION PIAN

The Nursing Homes and Related Industry Pension Plan

In this Article, the terms used shall have the meanings as described:

25:01 "**Plan**" means the Nursing Homes and Related industries Pension Plan, being a multi-employer plan..

"**Applicable Wages**" means the basic straight time wages for all hours paid including:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.

All other payments, premiums, allowances, etc. are excluded.

"**Eligible Employees**" means full-time and part-time employees in the bargaining unit who have completed ~~nine hundred~~ and seventy-five (975)hours of service.

25:02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

25:03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

25:04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute

toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties. It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amounts specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligation exceeds that which the Employer would have if the Plan were a defined contribution plan.

- 25:05 The Employer agrees to provide to the Administrator of the Plan on a timely basis all information required to the Pension Benefits Act, R.S.O., 1990, Ch. P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

For further specificity, the items required for each eligible employee by Article 25.05 of the agreement are:

A. To be Provided Once Only at Plan Commencement

- Date of Hire
- Date of Birth

Date of First Remittance
Seniority List (for purpose of calculations past service credit)

B. To be Provided with each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings

C. To be Provided Once, and if Status Changes

Address to be provided to the Home
Termination Date when applicable

D. To be Provided Once if they are Readily Available

Gender
Marital Status

ARTICLE 26 - OCCUPATIONAL HEALTH AND SAFETY

- 26:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent injury and illness.
- 26:02 A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential danger, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The Committee shall normally meet at least quarterly. Scheduled time spent in such meetings is to be considered time work. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The Union agrees to limit representation from the full time and part time bargaining units to one (1) joint representative which may be increased by mutual agreement of the parties.
- 26:03 Two (2) representatives of the Joint Health and Safety Committee, one from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer

on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

26:04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers' Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Workers' Compensation Board may decide to disclose.

26:05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

26:06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees will be made aware of the requirement to practice universal precautions in all circumstances.

ARTICLE 27 - WORKERS' COMPENSATION

27:01 Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the following shall apply:

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

27:02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

27:03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is six (6) weeks or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 12:10) of this Agreement. Where the anticipated absence is less than six (6) weeks, the Employer may fill the position at his discretion.

27:04 The injured employee shall have a period of **two** (2) years from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 12:01 and within which she shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

27:05 (a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.C.B. claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(b) if an employee returns to work after fifty-two (52) weeks following the commencement of the W.C.B. claim but prior to **two** (2) full years mentioned in Article 27:04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 12:01. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

27:06 If, on the recommendation of the Workers' compensation Board or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Nursing Home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

27:07 **Workers' Compensation Board Challenge**

In the event that the Employer challenges a Workers' Compensation Board claim, an employee, who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if their claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 18. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the employer that any payments will be refunded to the Employer following final determination of the claim by the Workers' Compensation Board. If the claim for the Workers' Compensation is not



approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 18.

ARTICLE 28 - COPIES OF AGREEMENT

28:01 The Union and the Employer desire that every employee be familiar with the provisions of this Collective Agreement and with their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing. The Union will provide the Employer with a copy of the disk upon completion.

ARTICLE 29 - RENEWAL, AMENDMENT OR TERMINATION

29:01 This agreement shall remain in effect until the 31st day of March 1999 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to April 1, 1999 that it desires to amend or terminate this agreement.

29:02 In the event of such notification being given to amend the agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

29:03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this agreement is not reached on or before the 31st day of March, 1999, this agreement shall be automatically extended until a new agreement is reached or proceedings prescribed under the Labour Relations Act of Ontario and the Hospital Labour Disputes Arbitration Act of Ontario, as they may be amended from time to time are completed, whichever should first occur.

29:04 **Retroactivity (Full and Part-Time Employees)**

(a) The increase to the wages shall be effective April 1, 1997 on a retroactive basis to all Employees in the bargaining units for all paid hours of employment. Any new Employees hired shall be entitled to a pro rata adjustment to their remuneration from their date of employment. The Employer shall be responsible to contact in writing (with a copy to the Union office) at their last known address, Employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment. Such Employees shall have a period of sixty (60) days only, from date of posting by the Employer in which to claim any adjustment to their remuneration.

(b) All retroactive payments are to be made in the form of individual fully itemized cheques, if possible, to each Employee within two pay periods following notice of ratification.

- (c) If the Employer has not paid the retroactive payments to present Employees within ~~two~~ two pay periods of ratification or the date of the Award, interest shall be paid at the current bank rate on the total amount of the retroactive payment.

All items other than wages effective on the date of ratification unless specifically set out otherwise.

SCHEDULE "A"
CLASSIFICATIONS AND WAGES
(includes Pay Equity)

<u>Classification</u>		<u>Apr 1 1997</u>	<u>Apr 1 1998</u>
Dietary, Housekeeping	Prob	12.59	12.71
Laundry Aide	Start	12.79	12.91
	1 Year	13.22	13.35
	2 Year	13.63	13.76
Handyman	Prob	12.59	12.71
	Start	12.79	12.91
	1 Year	13.22	13.35
	2 Year	13.63	13.76
Nurse Aide	Prob	12.77	12.89
Life Enrichment Asst.	Start	12.98	13.11
	1 Year	13.38	13.51
	2 Year	13.77	13.90
Cook	Prob	13.43	13.56
	Start	13.63	13.76
	1 Year	14.06	14.20
	2 Year	14.47	14.61
RPN	Prob	14.73	14.87
	Start	14.93	15.08
	1 Year	15.34	15.49
	2 Year	15.76	15.91
HCA (Effective May 1/97)	Prob	12.92	13.04
	Start	13.13	13.26
	1 Year	13.53	13.66
	2 Year	13.92	14.05


Employees within their classification will progress from the "start rate" and so on, on the basis of the 1950 hours worked at the "start rate" to the "1 year rate" and so on. Hours worked and paid for, hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers' Compensation Act shall be considered hours worked **for** the purposes of computing eligibility to progress to the next higher rate within their position classification.

Employees who work as Nurse Aides and who hold a Health Care Aide Certificate or equivalent, as recognized by the Employer, shall receive fifteen cents (15¢) an hour above the applicable Nurse Aide rate.

Employees who work as Life Enrichment Assistants and who hold a recreation certificate or equivalent, as recognized by the Employer, shall receive fifteen cents (15¢) an hour above the applicable Life Enrichment Assistant rate.

SIGNED this 2nd day of July, 1997.

FOR THE EMPLOYER



Shirley August

FOR THE UNION

Marion Thomas

K Lachnit-Thibodeau RN

Jean Culbertson

B. Redkopf Staff

T. Redtz

SUPPLEMENTARY AGREEMENT

BETWEEN

VERSA-CARE CENTRE, LAMBETH
(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.
(hereinafter referred to as the "Union")

OF THE SECOND PART

WHEREAS the parties hereto have entered into a collective agreement (hereinafter called the "Collective Agreement");

AND WHEREAS the Union is the certified bargaining agent for the Employees of the Employer at its Nursing Home in the Township of Delaware who regularly work not more than twenty-four (24) hours per week and students employed during the school vacation period;

NOW THEREFORE, the parties agree to the following:

1. Unless otherwise specified, the full-time Collective Agreement shall apply to the part-time Employees.
2. Except as hereinafter provided, the terms and conditions of the Collective Agreement shall extend to and be binding upon the Employees in the bargaining unit described in the said Certificate.
3. Part-time Employees will receive the same starting rate as full-time Employees until they have completed 1950 hours for the Employer and such Employees shall thereafter be paid the rate prescribed for a full-time Employee having one year's seniority. When a part-time Employee has accumulated 3900 hours paid by the Employer, she shall be entitled to payment at the rate prescribed for a full-time Employee having two (2) years service.
4. The Employer will make OHIP or its equivalent and all insured benefits available to part-time Employees and will pay fifty (50%) percent of the Employer portion for full-time Employees who participate.

5. Temporary Full-Time Positions

Temporary full-time positions of more than six (6) weeks or longer shall be posted for application by Employees. Such positions shall be filled from applications received on the basis of seniority provided the senior employee is qualified to perform the normal requirements of the job.

if the temporary position still exists, it shall be reposted as above, and subject to the posting provisions of Article 12.10.

6. Paycheques

In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. if the error results in an Employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

7. Full-Time/Part-Time Ratio

So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.


8. Part Time employees shall be scheduled off one weekend in four unless specifically hired for weekend work or requests to work on their scheduled weekend off.

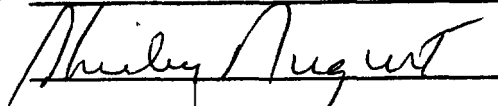
9. Part time employees shall not be scheduled to work any more than six (6) consecutive days in a row. Employees, who of their own accord exchange shifts with other employees and work more than 6 shifts in a row shall not be in violation of this agreement. Overtime will not be applicable as a result of employees exchanging or trading shifts.

10. Scheduling of part time employees shall be done as equitably as possible by seniority.

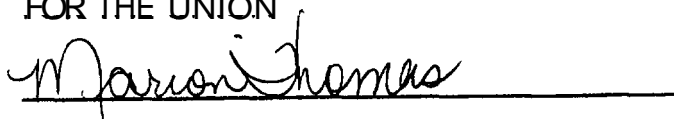
SIGNED this 2nd day of July, 1997.

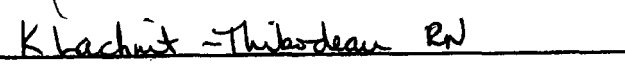
FOR THE EMPLOYER




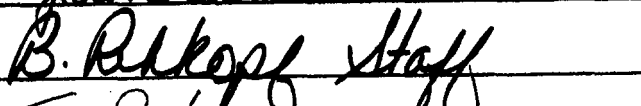



FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN

VERSA-CARE CENTRE, LAMBETH

- and -

↓ AND RIC SERVICE WORKERS'
UNION, LOCAL 2

HARASSMENT/ABUSE POLICY

The parties agree to develop a policy which adopts a zero tolerance for abuse (Resident and Staff), during the next twelve months.

SIGNED this 2nd day of July, 1997.

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

VERSA-CARE CENTRE, LAMBETH

- and -

LONDON AND DISTRICT SERVICE WORKERS
UNION, LOCAL 220

SICK LEAVE CERTIFICATE

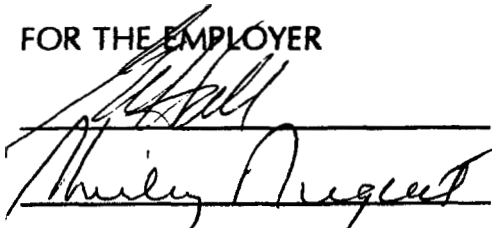
in the interim and without prejudice to either parties view of the issue, the following rules will apply regarding payment for sick leave certificates:

1. If the Employer requires a sick leave certificate in accordance with past practice *or* the Collective Agreement and the doctor charges the Employee for such certificate outside OHIP, the Employer will pay for the certificate.
2. In the alternative to 1 above, the Employer may require an Employee to attend an independent physician other than the Employee's own physician to provide a sick leave certificate. In such circumstances, the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.


These interim rules will cease upon a mutually satisfactory resolve of the sub-committee or a decision on the issue by the arbitrator.

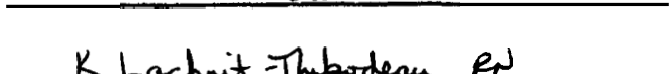
SIGNED this 2nd day of July, 1997.

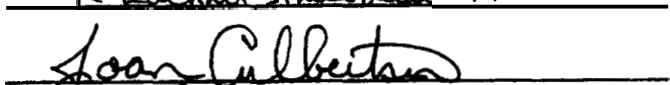
FOR THE EMPLOYER

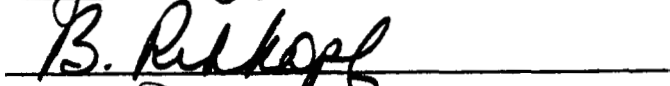



FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN

VERSA-CARE CENTRE LAMBETH

- and -

LONDON AND DISTRICT SERVICE WORKERS'
UNION. LOCAL 220

ANNUAL MEDICALS REQUIRED BY THE NURSING HOME
ACT

The parties agree that the following will apply for the interim period and without prejudice to either parties view of the matter until such time as the issue is resolved by M. Teplitsky:

1. All existing letters or forms required of Employees to verify an annual examination shall be withdrawn. The Employer shall remove any disciplinary notations occurring after January 1, 1993, from all personnel files of Employees related to the issue of annual medical examinations.
2. The Employer agrees that no Employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto until such time as the matter is resolved as noted above. During the interim, in the event the Ministry of Health requires verification of an annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

SIGNED this 2nd day of July, 1997.

FOR THE EMPLOYER

[Signature]
Shirley August

FOR THE UNION

[Signature]
K. Lachnit - Treasurer
Jean Gilbertson
B. Rukopf Staff
T. Rätz

LETTER OF UNDERSTANDING

BETWEEN

VERSA-CARE CENTRE, LAMBETH

- and -

LONDON AND DISTRICT SERVICE WORKERS'
UNION, LOCAL 220

VACATION PAY

The parties agree that for the term of the collective agreement vacation pay for all full-time employees will be paid on request when taking vacation. Part time employees will be paid out by July 31st of each year.

SIGNED this 2nd day of July, 1997.

FOR THE EMPLOYER

[Signature]
Shirley August

FOR THE UNION

[Signature]
R. Lachnit-Thibodeau
Jean Culbertson
B. Ruppel Staff
T. Rätz

LETTER OF _____ING

BETWEEN

VERSA-CARE CENTRE LAMBETH

- and -

LONDON AND DISTRICT SERVICE WORKERS
UNION, LOCAL 220

RE: Pension

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or the amount owing by the Plan to the Employer, an auditor from the firm of Orenstein & Partners will be retained to adjudicate the issue and the auditor's cost will be shared equally by the Employer and the Plan.

Arbitrator Teplitsky will remain seized of this issue, should either party find this process unsatisfactory.

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Pension Plan which may impact the Employer either financially, or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side.
3. In consideration of the Employer forthwith paying contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which arise from the failure to collect the employee matching contribution.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.
5. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

SIGNED this 2nd day of July, 1997.

FOR THE EMPLOYER

[Signature]

[Signature]

FOR THE UNION

T. Rätz
[Signature]

K. Lachnit - Treasurer

B. Redford - Staff
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

VERSA-CARE CENTRE, LAMBETH

- and -

LONDON AND DISTRICT SERVICE WORKERS'
UNION, LOCAL 220

RE: JOB POSTING

An employee who applies for and is awarded a position, shall not be eligible to apply for another position for a period of six (6) months, except in cases where the position is of greater hours or in a different **job** classification.

SIGNED this 2nd day of July 1997.

FOR THE EMPLOYER

[Signature]
Shelby Nugent

FOR THE UNION

Marion Thomas
K Lachnit -Thibodeau pin
Jean Gilbertson
B. Pukopf Staff
T. RATZ

LETTER OF UNDERSTANDING

BETWEEN

VERSA-CARE CENTRE, LAMBETH

- and -

LONDON AND DISTRICT SERVICE WORKERS'
UNION, LOCAL 220

Employees wishing to trade their full time position for another position shall make a request to their supervisor to post their position for trade. The employee must provide the shift and number of days requested ie: 10 shift day position wishes a 4 shift night position and the duration of the trade (no longer than 6 months).

The job trade will be posted as per the posting provisions of the collective agreement, only employees with the requested position may apply.

In the event that there are no employees wishing to trade positions the employee requesting the trade shall continue to work their scheduled shift.

it is further agreed that there will be no increase in costs of in lieu or benefits as a result of the trade.

SIGNED this 2nd day of July 1997.

FOR THE EMPLOYER

[Signature]
Phileas August

FOR THE UNION

m Thomas
K Lachnit - Theobalds Rd
Jean Culbertson
B. Palkoff Staff
T. RATZ

MEMORANDUM OF SETTLEMENT

BETWEEN

VERSA-CARE CENTRE, LAMBETH

- and -

**LONDON AND DISTRICT SERVICE WORKERS'
UNION, LOCAL 220**

REGISTERED NURSE ADDENDUM

1. In addition to the following, the parties agree that this addendum shall be attached to the collective agreement and unless otherwise specified, the full time service/part time addendum collective agreement shall apply to the Registered Nurses.
2. The Union is the certified bargaining agent for all registered and graduate nurses employed in a nursing capacity by Versa-Care Limited at Versa Care Centre/Lambeth in the Township of Delaware save and except Head Nurse, persons above the rank of Head Nurse, office and clerical staff and persons for whom any trade union held bargaining rights as of November 27, 1996.
3. Except as hereinafter provided, the terms and conditions of the collective agreement shall extend to and be binding upon the employees in the bargaining unit described In the said certificate.
4. Notwithstanding Article 12:01, seniority is accumulated based on time spent within the RN unit.
5. Full time RN's shall be maintained on their current shift preferences, recognizing part time RN's may be required to cover a shift other than their preference.
6. Vacations shall not be granted between December 15 to January 15 each year.
7. Where possible, RN's scheduled to work a paid holiday shall also be scheduled to work the corresponding weekend and RN's not scheduled to work the paid holiday shall not be scheduled to work the corresponding weekend. Stat holidays where possible shall equitably be distributed among the nurses.
8. Employees shall alternate Christmas and New Years every other year. If there are too many requests for one or the other holiday, ~~the~~ deciding factor shall be which holiday the employee had off the previous year.

9. Schedules of work, once posted shall not be changed unless mutually agreed between the Employer and the employee.

10. Schedule A

Effective on the first full pay after ratification the RN's shall be placed according to seniority on the following wage grid. Part time nurses, who currently receive % percentage in lieu, shall, effective the first full pay after ratification, no longer receive the % percentage in lieu and shall receive benefits as per the part time addendum.

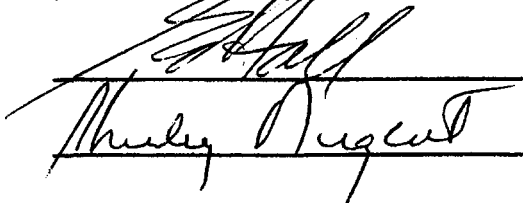
It is agreed that RN's whose current rate of pay (less the % in lieu) is above the rate of pay on the agreed pay grid, shall be frozen at their current rate of pay until they have earned enough seniority to move up on the wage grid to a rate of pay equal to or greater than their current.

Part Time Nurses shall move through the grid based on 1500 hours equals one year. Full Time Nurses shall move through the grid based on Date of Hire.

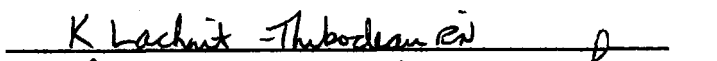


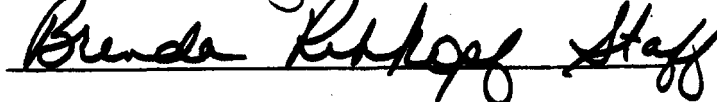
<u>Level</u>	<u>Effective 1st Pay Period Following Ratification</u>	<u>Effective October 1, 1997</u>
Start	16.81	17.42
Year 1	17.71	18.32
Year 2	19.64	19.64
Year 3	20.00	20.61
Year 4	20.51	21.12
Year 5	21.21	21.82
Year 6	21.68	22.29
Year 7	23.18	23.79
Year 8	23.54	24.20
Year 9	23.88	24.54

SIGNED this 2nd day of July, 1997.

FOR THE EMPLOYER



FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

VERSA-CARE CENTRE, LAMBETH

- and -

LONDON AND DISTRICT SERVICE WORKERS'
UNION, LOCAL 220

RE: RN SCHEDULING

The parties agree that the current practice of four (4) Nurses sharing full-time hours shall continue to do so for the next six (6) months. During this six (6) month period, the Administrator and D.R.C. shall meet with the Nurses to review the practice. It is further agreed that these Nurses shall continue with their full-time/part-time status for benefits prior to this settlement.

SIGNED this 21st day of April, 1997.

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
T. RATZ
[Signature]
[Signature]