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EFF.	92	01	01
TERM.	93	12	31
No. OF EMPLOYEES	38		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

Between

VERSA-CARE CENTRE OF HANOVER
LIMITED PARTNERSHIP

(hereinafter referred to as the "Employer")

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION
LOCAL 220

(Full-Time Employees Bargaining Unit)

(hereinafter referred to as the "Union")

Expires December 31, 1993

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its' employees within the bargaining unit.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all the employees of Versa-Care Centre of Hanover Limited Partnership at Hanover, save and except supervisors, persons above the rank of supervisor, office and clerical staff, registered and graduate nurses, persons regularly employed for not more than 24 hours a week and students employed during the school vacation period. This bargaining unit was certified by the Ontario Labour Relations Board on December 1, 1980.
- 2.02 The Employer agrees that for the duration of the Agreement it will not enter into any other Agreement with any of the employees in the bargaining unit, either individually or collectively, which does not conform to the provisions of this Agreement.
- 2.03 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.
- 2.04 Where the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine and vice-versa, where the context so requires.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The parties 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, layoff, recall, discipline, classification, discharge, or otherwise by reason of race, creed, colour, or national origin, nor by reason of membership, non-membership or activity in the Union, or in the exercise of his rights under the Agreement.

ARTICLE 4 - NC STRIKES OR LOCKOUTS

4.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 5 - (RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion, layoff, recall or transfer or discipline without just cause, or a claim by a seniority rated employee that she has been discharged without just cause or a claim by a probationary employee that she has been released for exercising a right under this agreement, may be the subject of a grievance and dealt with as hereinafter provided.
- (c) to determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishments for the service;
- (d) generally to manage the operation that the Employer is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

5.02 The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 6 -

- 6.01 (a) The Union shall elect or otherwise select a Union Committee composed of not more than three (3) employees from within the bargaining unit. The Employer will recognize and deal with the Union Committee on grievances and on any matter properly arising out of the Agreement including negotiations for or renewal of the Agreement.
- (b) The Union shall elect or otherwise select one (1) steward from within the bargaining unit.
- 6.02 It is agreed that a London and District Service Workers' Union representative may be present with the Committee at any meeting with the Employer at the request of the Union. With the permission of the Administrator (or her designate) such representative shall have access to the Employer's premises. Such permission shall not be unreasonably withheld.
- 6.03 The Union acknowledges and agrees that members of the Union Committee and stewards have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such persons during working hours.

The Union Committee members or stewards will first obtain the Supervisor's permission before undertaking Union business. When such Union business has been completed, the employee will advise the Supervisor. Such permission shall not be unreasonably withheld.

In accordance with this understanding, it is agreed that:

- (a) each member of the said Union Committee shall receive her regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Employer up to, but not including, arbitration. This shall generally mean one shift paid per negotiating day.
- (b) a steward, the grievor(s), and where applicable under this Agreement, members of the Union Committee, shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at the grievance meetings with representatives of the Employer up to but not including arbitration.

- 6.04 The Union agrees to supply the Employer with the names of the Union Committee members and stewards and will keep such lists up-to-date. The Employer shall supply the Union Committee with a current list of supervisory personnel and will keep such lists up-to-date.
- 6.05 The Union Committee and the Employer will meet at times mutually agreed upon should either feel there is business for their consideration. Such meetings will be arranged as promptly as passible, upon request of either party, and the employees shall receive their regular pay for all regularly scheduled working hours lost due to attendance at such meetings.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employes shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:
- (a) all employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
 - (b) new employees shall have deductions made on the first regular deduction date following completion of thirty calendar days of employment.
 - (c) Union dues will be deducted from the employees' first pay date in each calendar month and the same shall be remitted by the Employer to the Secretary-Treasurer of the Union not later than the end of the month during which dues were deducted.
 - (d) the Employer agrees when forwarding Union dues to submit a list indicating the names, change of addresses, and classifications of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.
- 7.02 Regular monthly Union dues referred to in this article shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Employer in writing by the Union.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to all Union dues so deducted and remitted.

- 7.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees.. by the Employer as part of the orientation program.
- 7.05 T-4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 8.02 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 immediate Supervisor the opportunity of adjusting her complaint. If an employee has a complaint, such complaint shall be discussed with her immediate Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If her immediate Supervisor is unable to adjust a complaint to their mutual satisfaction within ten (10) working days, the employee may proceed with the grievance procedure within ten (10) working days following the decision of her immediate Supervisor. Any employee is entitled, upon request, to have a Union Steward/Committee person present with her when meeting with her immediate Supervisor to attempt to adjust her complaint.
- 8.03 A grievance of an employee properly arising under this agreement shall be adjusted and settled as follows.:

Step No. 1

The employee, with the assistance of a Union Steward/Committee person, if desired, must submit a written grievance, signed and dated by the employee, to her immediate Supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The immediate Supervisor will deliver her decision in writing. Failing

settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within five (5) calendar days following the decision under Step No. 1, the grievance must be submitted to the Administrator (or her designata) to be discussed at a meeting between the Administrator (or her designate), the said steward, the grievor(s) and the Union Committee within five (5) calendar days of receipt of the grievance. Either party may have assistance from outside the Employer's premises at this stage if desired. The Administrator (or her designate) shall give her written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such ten (10) day period, the grievance shall be deemed to have been abandoned..

8.04

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 Step No. 2 within ten (10) working days of the event giving rise to the grievance. Failing settlement under Step No. 2 within ten (10) working days, it may be submitted to arbitration in accordance with Article 9.01. 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 herself institute and the regular grievance procedure shall not be thereby bypassed.

8.05

Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the employee being notified of her discharge. An employee may only be discharge for just cause, except that, an employee who has not completed her probationary period may be terminated on the basis of a fair and proper assessment of her suitability for employment with the Employer, hut which action may be taken up as a grievance. It is agreed that the Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee,

8.06

Group Grievance

Where two or more employees have similar grievances and

each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one. grievance subject to all applicable provisions under the grievance procedure.

- 8.07 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employee or employees involved.
- 8.08 An employee, subject to discipline, shall have the right to the presence of a Union Steward or Union Committee Member at the time the disciplinary action is taken, if she so chooses..

ARTICLE 9 - ARBITRATION

- 9.01 If the Employer or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.
- 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 requisite steps of the grievance procedure.
- 9.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision

inconsistent with the terms and provisions of **this Agreement.**

- 9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 9.07 The time limit set out in both the grievance and arbitration procedures may be extended by mutual agreement in writing.
- 9.08 At any Stage of the Grievance Procedure including Arbitration, the parties may have the assistance of the employee or employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitration Board to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 10 - SENIORITY

- 10.01 An employee will be considered on probation until after she has completed forty-five (45) days of work in the full-time bargaining unit within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date she was last hired by the Employer.
- 10.02 In cases of promotion, demotion, transfer (other than appointments to positions outside the scope of the bargaining unit), layoff and recall, seniority shall prevail provided that the senior employee possesses the necessary qualifications and ability to perform the work available.
- 10.03 Seniority lists of employees shall be prepared according to the records of the Employer as of January 1st and July 1st in each year, and will be posted on the official Union bulletin board on or before February 1 and August 1 respectively. The Employer will supply two (2) copies of the seniority list to the Union Committee.

- 10.04 Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) days from the last date of posting.
- 10.05 No new employee shall be hired in the classification in which a layoff has taken place until laid off employees, who are eligible for recall as prescribed above, have been given the opportunity to return to work.
- 10.06 The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, two (2) weeks' notice in writing, or pay in lieu thereof.
- 10.07 Recording and Accumulating Seniority:
- (a) Employees in the full-time bargaining unit will have their seniority recorded by the date of employment or transfer into the full-time bargaining unit;
 - (b) Employees in the part-time bargaining unit will have their seniority recorded by hours worked from the date of employment or transfer into the part-time bargaining unit;
 - (c) Part-time employees transferring into the full-time bargaining unit will translate their seniority to an equivalent start date at the time of transfer (1650 hours = 1 year);
 - (d) Full-time employees transferring into the part-time bargaining unit will translate their seniority to an equivalent of hours at the time of transfer (1650 hours = 1 year);
 - (e) This reciprocal transfer of seniority at the time of transfer does not connote any right for any employee in the Collective Agreement from which such employee is excluded, except as otherwise provided in the Collective Agreement.
- 10.08 Loss of Seniority/Termination
An employee shall lose all seniority and shall be deemed to have terminated her employment if she:
- (a) has been laid off for a period of 24 consecutive months;
 - (b) is absent from work due to illness or disability, which absence continues for a period of more than 24 months.

- (c) voluntarily leaves the employ of the Employer;
- (d) is discharged by the Employer and such discharge is not reversed through the grievance procedure..
- (e) retires.

10.09 In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums up to the end of the month following the month in which the layoff occurs. The employee may, if possible, under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for as long as the employment relationship continues. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of his or her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule..

10.10 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 which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

ARTICLE 11 - JOB POSTING.

11.01 Where the Employer undertakers: to fill a position included in Schedule "A", the position will be posted for seven (7) calendar days in order to give employees with seniority an opportunity to apply. The successful applicant shall be selected in accordance with Article 10.02.

11.02 The Employer may temporarily fill any vacancy while observing the procedures herein set forth.

11.03 Transfers to a part-time job vacancy will be first considered (in accordance with Article 10.02) from any full-time employee who may wish to apply, after the job posting procedure has been completed in the part-time employees Collective Agreement, for the resultant part-time job vacancy, before any new employee(s) are hired.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Personal Leave

The Employer may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared, having due regard for the proper operation of the Employer's enterprise. Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence.

12.02 Bereavement Leave

In the event of the death of a member of an employee's immediate family, the employee shall be granted up to three (3) consecutive working days off without loss of regular pay for the purposes of making funeral arrangements, attending the funeral or memorial service, or of grieving and being with family at the time of mourning. For the purpose of this paragraph, immediate family shall mean the employee's parent, step-parent, spouse, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

A leave of absence of two (2) days shall be granted in the event of the death of a sister-in-law and brother-in-law.

12.03 Jury-Witness Duty

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

- (a) notifies the Employer immediately on an employee's notification that she will be required to attend a court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of

compensation received excluding mileage., travelling and meal allowances and an official receipt thereof.

- 12.04 **Leave of absence for Union business shall be granted without pay to a Union Committee person/steward, employee, provided such leave does not interfere with the continuance of efficient operations of the Employer. Such Union leave of absence request will be made in writing, from the Union office, whenever possible, two (2) weeks prior to the commencement of the function for which leave is requested. Such request will state the general nature of the function to be attended.**

Employees on Union Leave of Absence shall be paid by the Employer and the Employer will bill the Union for those wages..

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

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

- 12.06 **Effect of Leave of Absence.**
In the event of an employee's absence without pay from the Employer's premises exceeding thirty (30) continuous calendar days, the employee will not accumulate seniority or service for any purpose under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. During such absence, the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating.

Notwithstanding the above, the Employer shall maintain its premium payments for applicable insured benefits until the end of the month following the month during which the leave commenced.

ARTICLE 13 - PREGNANCY / PARENTAL LEAVE

- 13.01 **Preamble,**
Pregnancy and parental leaves will be granted in

accordance with the Employment Standards Act of Ontario unless otherwise amended.

13.02

Pregnancy Leave

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

- (b) Pregnancy leave shall be granted as a right..
- (c) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with *the* consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 13.10 - Parental Leave.

- (d) Notwithstanding Article 13.02(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Upon confirmation of the SUB Plan by the Unemployment Insurance Commission an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the sum of her weekly rate of unemployment insurance benefits. In

any week, the total amount of SUB payments, and the weekly rate of U.I. benefits will not exceed 75% of the employee's normal weekly earnings.

Such payment shall commence after the two (2) week unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

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

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

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

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

- 13.03 An employee who **does not** apply for leave of absence under Article 13.02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to **and shall be** granted leave of absence in **accordance** with Article 13.02(a) upon providing the Employer, before the **expiry** of two (2) weeks after she **ceased** to work, with the 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.
- 13.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included **and** prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the **employee's share of** the **premiums are required**, the Employer shall deduct these amounts from the SUB payments.

13.05 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 an employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift, if designated.

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

13.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 13.05.

13.07 Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan cannot be used.

13.08 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.

13.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 13.10 of this agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

13.10 Parental Leave

(a) 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.

(b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption; and a person who is in a relationship

with the parent of the child and who intends to treat the child as his or her own.

- (c) 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.
- (d) 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.
- (e) For the purposes of parental leave under Article 13.10 Parental Leave, the provisions under 13.01, 13.04, 13.05, 13.06, 13.07, 13.08 and 13.09 shall, also apply.

ARTICLE 14 - PAID HOLIDAYS

14.01 An employee who qualifies under Article 14.04 hereunder shall receive the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Third Monday in February

Plus one floating holiday to be taken by mutual agreement between the employee and the Employer.

14.02 Should the Employer be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer obligation to provide for eleven (11) paid holidays remains unchanged.

- 14.03 Holiday pay is defined as the amount of regular straight time earnings, exclusive of shift premium which the employee would have received had she worked her normal shift on the holiday in question.
- 14.04 In order to qualify for pay for a holiday, an employee shall complete a full scheduled shift on each of her working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:
- (a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- (An employee absent due to verified sick leave shall be entitled to one (1) paid holiday during such absence and shall not be entitled to sick pay on that day. For the second and subsequent holidays which follow during an extended absence due to sick leave, an employee shall receive sick pay (if available) and shall not receive holiday pay on such days of absence.);
- (b) unapproved, unpaid leave of absence in excess of fourteen (14) calendar days;
 - (c) receiving Workers' Compensation;
 - (d) layoff for a period not exceeding ten (10) calendar days, inclusive of the holiday.
- 14.05 An employee who qualifies under Article 14.04, and is required to work on any of the above-named holidays will receive pay for all hours worked on such day at the rate of one and one-half (1-1/2) times her regular straight time rate of pay in addition to the holiday pay set out in 14.03 above.
- 14.06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose her entitlement to holiday pay unless the employee provides a reason which is satisfactory to the Employer.
- 14.07 If a paid holiday falls during an employee's vacation, her vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
- 14.08 If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement provided the employee qualifies for the holiday pay.

Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

ARTICLE 15 - VACATIONS.

- 15.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 15.02 Vacations earned in any year up to the June 30th cut off date are to be taken during the subsequent vacation year. Vacations are not cumulative, and must be taken prior to the subsequent June 30th.
- 15.03 Employees working for the Employer in the twelve-month period preceding July 1st in any year shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:
- (a) Employees who have completed less than one (1) year of continuous service as of June 30th of any year shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four (4%) percent of their earnings during the vacation year.
 - (b) an employee with one or more years of continuous service but less than three (3) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of two (2) weeks together with four (4%) percent of the employee's gross earnings during the previous twelve-month period.
 - (c) An employee with more than three (3) years of continuous service but less than five (5) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of three (3) weeks together with six (6%) percent of the employee's gross earnings during the previous twelve-month period.
 - (d) An employee with more than five (5) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of four (4) weeks together with eight (8%) percent of the employee's gross earnings during the previous twelve-month period.
 - (e) An employee with more than seventeen (17) years of

continuous service as of June 30th of any year shall be entitled to an annual vacation of five (5) weeks together with ten (10%) percent of the employee's gross earnings during the previous twelve (12) month period.

- (f) Vacation pay shall be determined on the basis of the employee's gross earnings during the period from July 1st of the previous year to June 30th of the current year, calculated as of the pay period immediately preceding June 30th, but not including vacation pay from the previous year.

15.04 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over respective vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

15.05 (a) Employees shall receive their vacation pay on the last regular pay day in advance of their vacation. Vacation pay received shall be proportionate to the amount of vacation taken (e.g., if one of three weeks is taken, then vacation pay shall be one third of entitlement).

- (b) i) An employee who leaves the home for any reason shall be paid his/her vacation allowance as provided herein.
- ii) On the death of an employee, the vacation allowance will be paid to the employee's estate.

(c) Payments described in (b) above will be made on the payroll date normally associated with the date on which the separation takes place,

15.06 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.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.01 The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.
- 16.02 Normal hours of work for all employees shall be seven and one-half (7-1/2) hours of work per day exclusive of an unpaid meal break and seventy-five (75) hours in a two week pay period.
- 16.03 Authorized work performed in excess of seven and one-half (7-1/2) hours of work per day or seventy-five (75) hours of work averaged over the scheduled pay period shall be considered as overtime and paid for at the rate of time and one-half the employee's straight time hourly rate of pay.
- 16.04 Employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in the first half and the second half of a shift.
- 16.05 It is understood and agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.
- 16.06 (a) Schedules of work shifts shall be posted at least four (4) weeks in advance of the current work period and remain posted for the duration of the schedule. Such posted schedules shall not change unless by mutual agreement between the Employer and employees so affected, or so as to allow the mutual exchanging of shifts between employees.
- (b) It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the Employer shall be brought to the attention of the employee. Where less than 24 hours notice is given to the employee personally, the employee will be paid four (4) hours straight time wages. It is understood that call-ins or call-backs are not covered by the provision.
- (c) Employees shall be scheduled so as to have at least every second weekend off.
- 16.07 There shall normally be a minimum of sixteen (16) hours

off between shifts of work except as may be mutually arranged between the Employer and employees. All hours of work on a shift performed by an employee less than sixteen (16) hours from the last shift of work shall be paid for at the rate of one and one-half times, except as may be mutually agreed between the Employer and employee.

- 16.08 Those employees working the 11:00 p.m. to 7:00 a.m. shift when the change from daylight savings to standard occurs, or vice-versa shall be paid straight time for the exact number of hours worked during the shift.
- 16.09 A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.
- 16.10 An employee may exchange days of work with other qualified employees provided that a request for such an exchange is submitted for approval in writing to the appropriate supervisor at least twenty-four (24) hours in advance of the proposed change. The Employer shall not be responsible for overtime rate claims or for non-compliance with other provisions of this Agreement which might result from such an exchange.

ARTICLE 17 - WAGES AND OVERTIME

- 17.01 Definition of Regular Straight Time Rate of Pay
For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.
- 17.02 Reporting Pay
Employees who report for any scheduled shift will be guaranteed at least 3-3/4 hours of work, or if no work is available will be paid at least 3-3/4 hours unless work is not available due to conditions beyond the control of the Employer. The reporting allowances outlined herein shall not apply whenever an employee has received prior notice not to report for work.
- 17.03 Callback Pay
An employee called back to work after leaving the premises and reports to work outside her normal scheduled hours of work will receive, no matter what period of time is actually worked, and after leaving the premises upon completion of that work, no less than the equivalent of three (3) hours' pay at time and one-half her regular straight time hourly rate. For purposes of

clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. Any calls that occur during the minimum guaranteed period will be covered by the minimum guarantee.

17.04

Transfers

- (a) An employee who is temporarily assigned by the Employer for one complete shift or more to a job classification within the bargaining unit where the wage rate is higher than that of the job classification to which the employee is regularly assigned, shall receive the next highest wage rate above her regular wage rate in the job classification to which she is temporarily assigned for all hours worked in the higher classification.
- (b) If an employee is transferred or promoted permanently to a higher or equal rated job classification, she shall receive not less than the rate that she was receiving at the time of the transfer or promotion or the starting rate of the job into which she is being transferred or promoted, whichever is the higher and shall be advanced through the rates for the higher rated job classification as provided in Schedule "A".

In the case of a promotion, for purposes of advancement on the wage grid, the advancement date shall be the anniversary date of the date of promotion.
- (c) An employee who is temporarily transferred by the Employer to a lower rated job classification shall receive the pay rate she was receiving at the time of transfer.
- (d) If an employee is permanently transferred to a lower rated classification she shall move to the increment scale in the lower rated classification based on her length of service with the Employer.
- (e) For the purposes of placement on the wage grid only, employees who transfer from part-time to full-time and who continue to work in the same classification, will be credited with the hours worked in the classification on the basis of 1650 hours equals one year of service. If the employee has worked part-time in more than one classification, only the hours worked in the classification which is continued will be credited. If an employee has not reached the top

wage level for a classification at the time of the transfer, hours worked will continue to accumulate until the next level is reached. This clause in no way affects seniority.

17.05 New Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall, determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Employer.

17.06 Supervisory Premium

When the Employer temporarily assigns an employee to carry out the assigned responsibilities of a supervisor for a period in excess of one-half of one shift, the employee shall receive an allowance of \$4.00 per shift from the time of the assignment.

17.07 An employee called in to work within one hour of the starting time of the shift who arrives within one hour of the call, shall be paid for the full shift, provided that she completes the shift for which she is called.

17.08 Employees required by the Employer to stand by on call shall receive a stand-by allowance of two (\$2.00) dollars per hour.

ARTICLE 18 - HEALTH AND WELFARE

18.01 The Employer shall pay:

(a) 100% of the billed rate of an Extended Health Care benefit providing drugs for all employees electing coverage.

- (b) 100% of the billed rate of a \$60/24 month period Vision Care benefit for all employees electing coverage.
- (c) 100% of billed rate of a \$20,000 value Group Life Insurance Plan, for all employees electing coverage;
- (d) 100% of the billed premium for coverage for **eligible employees** for semi-private Hospitalization Insurance for all employees electing coverage,
- (e) Fifty percent (50%) of the billed premium, for all employees covered, (family or single) of Blue Cross Comprehensive Dental Plan., (No. 9 type), or equivalent based on the current Ontario Dental Association's schedule of fees as amended; from time to time. The annual cap will be \$2,000/individual family member.

18.02

Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

18.03

The Employer is responsible far the administration of any insurance policy established to provide the health and welfare plans as herein set forth.

ARTICLE 19 - SICK LEAVE

19.01

Each employee will be credited with one and one-half (1-1/2) days of sick leave at the end of each month of service up to a maximum of 120 days.

19.02

The unused portion of sick leave credits on any one year shall be allowed to accumulate up to a maximum of 120 days.

19.03

When an employee is absent as a result of an accident while at work, or illness inherent to occupations., and as a result is receiving Workers' Compensation as awarded by the Workers' Compensation Board, she may receive the difference between her regular pay and the

board's award if unused sick credits are available.

- 19.04 An employee shall, on the first day of illness, report such illness to her department. An employee shall cause notice to her department head to be given before the start of the shift, if possible.
- 19.05 The Employer will continue the benefits as herein provided while an employee is either receiving Workers' Compensation or until accumulated sick leave credits have been paid in full, or for a period of six months, whichever is greater.

ARTICLE 20 - SHIFT PREMIUM

- 20.01 The Employer agrees to pay all employees an off shift premium of forty cents (\$0.40) per hour for all hours worked when the majority of hours so worked fall between 3:00 p.m. of one day and 7:00 a.m. the next day.

ARTICLE 21 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

- 21.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- 21.02 A joint management and employees Health and Safety Committee, inclusive of three (3) employee representatives from within the Local Union bargaining units, shall identify potential dangers, recommend means of improving the Health and Safety programs and obtaining information from the Employer or other persons respecting the identification hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- 21.03 Two representatives of the joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace 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 her on her inspections. Scheduled time spent in all such activities shall be considered as time worked.

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

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

ARTICLE 22 - GENERAL,

22.01 An employee shall, upon written request, be granted the opportunity to review her personal file in the presence of her supervisor. Information to be viewed will be:

- (1) application form;
- (2) written warnings and evaluations;
- (3) incident reports

22.02 The Employer shall make available to the Union job descriptions of all positions in the bargaining unit.

22.03 A bulletin board shall be available to the Union for the posting of Union notices. All such notices must be submitted to the Administrator or her designate before posting.

ARTICLE 23 -

23.01 All full-time employees who are required to wear uniforms during the course of their duties with the Employer shall be paid a clothing/maintenance allowance of \$8.00 per month.

ARTICLE 24 -

24.01 The increases to the wage rates shall be retroactive and applied for all paid hours for each of the employees in the bargaining unit on and after the effective dates of

the increases as set out in Schedule "A". Any employees hired after those dates shall be entitled to prorata increases from the date of their employment.

The Employer shall contact in writing at their last known address, any employees who have since left its employ, to inform them of their entitlement to any retroactive adjustments, with the proviso that they must respond to the Employer in writing within 60 days of the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive adjustments to such employees.

A copy of the Employer's letter shall be sent to the Union along with a list of the names and addresses to whom the letter was sent. All retroactive wages shall be paid by the Employer no later than sixty (60) days from the date of the Award of the Board of Arbitration, (November 5, 1993). In the event that such wages are not paid on or before the date due, the Employer shall pay to the employees interest on the said amount at the prime rate, as defined by the Judicature Act, R.S.O. 1980, Chap. 223, Section 36, and such interest shall be calculated and accrue from the sixtieth day following the date of the Award of the Board of Arbitration, January 10, 1994.

All retroactive payments are to be made in the form of individual fully itemized cheques to each employee.

ARTICLE 25 - JOB SECURITY

- 25.01 Except for such work as the Employer had contracted-out as a matter of practice, on a regular or periodic basis, in previous years, the Employer shall not contract-out such work that is normally performed by bargaining unit employees if such contracting-out results in a loss of normal hours of employment and/or wages for an employee, or if it results in the removal of a job from the bargaining unit.
- 25.02 The Employer agrees to notify the Union in advance of any technological changes or adjustments in staff the Employer has decided to introduce which will affect employees within the Bargaining Unit. The Employer also agrees to discuss these changes with the Union and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.



ARTICLE 26 - TERM OF AGREEMENT

26.01 This Agreement shall remain in effect until and including ~~December 31, 1993~~, and shall be automatically renewed from ~~year to year~~ thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

26.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Agreement.

SIGNED THIS 18 DAY OF FEBRUARY, 1994.

LONDON & DISTRICT SERVICE
WORKERS' UNION, LOCAL 220

Connie Zetter
Juanita O'Brien
Doretha Jones
F. M. Lewis

VERSA-CARE CENTRE OF HANOVER
LIMITED PARTNERSHIP

W. J. [Signature]
R. J. [Signature]

HANOVER FULL-TIME

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>INCR.</u>	<u>JAN. 1/92</u>	<u>INCR.</u>	<u>JULY 1/92.</u>
Dietary, Hskp. Laundry Aide	Start	.24	12.05	.12	12.17
	1 Year	.24	12.18	.12	12.30
	2 Years	.24	12.36	.12	12.48
Nurse Aide Lodge Attendant	Start	.25	12.57	.13	12.70
	1 Year	.25	12.68	.13	12.81
	2 Years	.25	12.89	.13	13.02
Cook Life Enrichment Coord. Activation Coord.	Start	.26	13.02	.13	13.15
	1 Year	.26	13.15	.13	13.28
	2 Years	.26	13.35	.13	13.48
R.N.A.	Start	.28	14.24	.14	14.38
	1 Year	.28	14.37	.14	14.51
	2 Years	.29	14.57	.15	14.72
Maintenance	Start	.28	14.24	.14	14.38
	1 Year	.28	14.37	.14	14.51
	2 Years	.29	14.57	.15	14.72
Electrician	Start	.30	15.54	.16	15.70
	1 Year	.31	15.68	.16	15.84
	2 Years	.31	15.87	.16	16.03

Where a Nurse Aide is in the possession of a Health Care Aide Certificate and where that certificate is used within her work, a premium of fifteen (\$.15) cents per hour is to be paid for each hour worked..

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