

COLLECTIVE AGREEMENT

between

VERSA-CARE LIMITED, CORNWALL
(hereinafter referred to as the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1496
(hereinafter referred to as the "Union")

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

- (1) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.,
- (3) to encourage efficiency in operation;
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement:

Now, therefore, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes and acknowledges that the management of the Home and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and retire employees and to discipline or discharge any employee who has acquired seniority that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall be given to the committee and an opportunity given to them to make representations;
- d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the control of materials and equipment, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any party thereof, and to determine and exercise all other functions and

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prerogatives which shall remain solely with the Employer except **as** specifically limited by the express provisions of this Agreement.

2.02 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Home by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence.. The Home and the Union **further** agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised **by** either of them or their representatives or members, because of **an** employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

2.03 It is agreed that the Union and the employees will not engage in union activities except **as** provided in this Agreement during working hours or hold meetings at any time on the premises of the Employer without the permission of the Director of Personnel. However, union activities may be carried on in the locker room and/or lunch room during coffee breaks.

2.04 No Contracting Out

The Home shall not contract out **any** work usually performed by members of the bargaining unit, if, as a result of such contracting out, a layoff 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 with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 3 - REC **TIATIO S**

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees **as** the sole and exclusive collective bargaining agency for all of its employees, save and except licensed medical staff, registered nurses, office supervisor, maintenance supervisor, administrator, chef manager, dietitian, director of nursing services, office clerks, secretary to the administrator, life enrichment co-ordinator, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on **any** Jobs which are included in the bargaining unit, **provided** that the act of **performing** the aforementioned operations (except for purposes of instruction, experimenting or in emergencies) in itself, does not reduce the hours of work or pay of any employee.

3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF OF DUES4.01 All Employees to be Members

All employees of the Employer, **as** a condition of continuing employment, shall become and remain members **in** good standing **of** the Union, according to the constitution and by-laws **of** the Union. All future employees **of** the Employer shall, **as** a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

4.02 Check-Off Union Dues

The Employer shall deduct from every employee any monthly dues, initiations or assessments levied in accordance with the Union constitution and/or by-laws and owing by **him** to the Union. The Union agrees to save the Employer harmless from all deductions made from an employee's pay, **as** provided herein.

4.03 Deductions

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the last payroll of the same month accompanied by a list of the names, addresses and telephone numbers of all employees from whose wages deductions have been made. Two copies of this list shall be forwarded to the Secretary-Treasurer **of** Local 1496.

ARTICLE 5 - CORRESPONDENCE5.01 Correspondence

All correspondence between the parties, arising out **of** this Agreement or incidental hereto, shall pass to and from the Administrator or **his** delegate and the President of the Union. A copy of any correspondence between the Employer or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part **of this** Agreement, shall be forwarded to **the** President of the Union. In the event correspondence is sent by mail, it shall be pre-paid and registered. Copies **of all** such correspondence shall be forwarded to the Head Office **of** the Employer.

ARTICLE 6 - LABOUR MANAGEMENT RELATIONS6.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization **of** the Union. In order that **this** may be carried out, the Union will supply the Employer with the names **of** its officers. Similarly, the Employer **will, if** requested, supply the Union

with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 Bargaining Committee

The Employer agrees to recognize a bargaining committee which shall also serve **as** the grievance committee of not more than three (3) persons from the bargaining unit. The Union will advise the Employer of the Union appointees to the committee.

6.03 Function of Bargaining Committee

The Employer agrees to meet with the bargaining committee to negotiate amendments to or renewal of **this** Agreement and such related matters which properly arise from time to time.

6.04 Representative of Canadian Union

The Union shall have the right at any time to have the assistance **of** representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises **upon** request, in order to investigate and assist in the settlement of a grievance.

6.05 Meeting of Committee

In the event either party wishes to call a meeting of the Bargaining Committee, the meeting shall be held at **a** time **and** place fixed by mutual agreement.

6.06 Time Off for Meeting

Any representative of the Union on the Bargaining Committee who is in the employ of the Employer shall have the privilege of attending committee meetings held within working hours without loss of remuneration. The privilege applies only when the committee is engaged in committee work with representatives **of** the Employer. In the event that a member **of** the bargaining committee is on the night shift, such employee shall have off with pay the shift immediately preceding the bargaining meeting. In the event bargaining lasts beyond 5:00 p.m., such employee shall have that night off with pay.

In the event an employee is booked for evenings on a bargaining day, such employee shall have the evening **off** with pay.

6.07 No Strikes or Lock-outs

The Union agrees there shall be no strikes and the Home agrees that there shall be no **lock-outs** so long **as this** Agreement continues to operate. The terms "strike" **and** "lock-out" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Election of Stewards

In order to provide **an** orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union *to* appoint or elect five (5)

stewards, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting her grievance in accordance with the grievance procedure. Employees shall not be eligible to serve **as** stewards unless they have been in the Employer's continuous employ for not less than six (**6**) months.

7.02 Chief Steward

One (1) steward will be appointed by the Union as Chief Steward.

7.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the shift he represents and the Chief Steward, before the Employer, shall be required to recognize him.

7.04 Grievance Committee

The Bargaining Committee will be the Grievance Committee during the term of this Agreement.

7.05 Permission to Leave Work

- (a) The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments **as** provided for in this article.

The Union understands and agrees that each steward is employed to perform full-time work for the Employer and that he will not leave **his** work during working hours except to perform his duties under this agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor, whose permission shall be given within **an** hour. The steward shall state his destination to his supervisor **and** shall report to the supervisor at the time of his return to work.

b) Right to Have a Steward Present

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

7.06 Definition of Grievance

A grievance is defined as a difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any question **as** to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated or where an Employer of employee has acted unjustly or improperly.

It is generally understood that **an** employee has no complaint or grievance until he either directly, or through his steward, **has** first given his immediate supervisor an opportunity to adjust the complaint.

If the supervisor or manager has not settled the complaint within three days, the following steps shall be followed:

7.07

Step No. 1

The employee may present **an** alleged grievance to her supervisor in writing stating the nature of the grievance and the resolution (s) sought. The employee may elect to be represented by her steward. Any grievance must be presented within ten (10) working days following the date on which the alleged violation occurred.

Step No. 2

Failing settlement at Step 1, the employee together with the Grievance committee, may, upon giving five (5) calendar days notice, submit the matter **to** the Administrator. The Administrator and/or her representative shall convene a meeting within five (5) days of receiving a grievance at Step 2. She shall render her decision on the matter within five (5) days following the meeting.

Step No. 3

Failing a satisfactory settlement being reached **at** Step No. 2, the Union may, on giving ten (10) days notice in writing to the Employer of its intentions, refer the dispute to arbitration.

At each step of the grievance procedure, the grievor **shall** have the right to be present, and may have a Union representative present.

7.08

All time limits stipulated in Articles 7 and 8 shall be deemed to be mandatory. If the grievance or complaint is not processed in accordance **with** the prescribed time limits, the complaint shall be deemed to be settled or withdrawn. Failure by the other party to render its decision **Within** the time limits **as** prescribed, shall entitle the grievor to move the complaint or grievance to the next step.

7.09

Policy Grievance

Where a dispute involving a question **of** general application or interpretation occurs, or where **a** group of employees **or** the Union has a grievance, **Step 1** of this article may be by-passed. Similarly, it **is** understood that the Employer may bring forward at any meeting held **with** the Union committee, any complaint with respect to the conduct of any employee covered by this Agreement or any complaint **With** respect to the conduct of officers, committee person or stewards, **and if such** complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated **as** grievance and referred to arbitration in the same way **as** a grievance of an employee.

7.10

Union May Initiate Grievances

The Union and its representatives shall have the right to originate a grievance for an employee.

- 7.11 Supplementary Agreements
Supplementary agreements, if any, shall form part of **this** agreement and are subject to the grievance and arbitration procedure.
- 7.12 Failure to Act Within Time Limits
Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, shall not be deemed to have prejudiced the Union on any future identical grievance.
- 7.13 Technical Objections
No grievance shall be defeated by any formal or technical objection related to the hearing and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in its hearing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.
- 7.14 Replies in Writing
Replies to grievances stating reasons shall be in writing at all stages.

ARTICLE 8 - ARBITRATION

- 8.01 Composition of Board of Arbitration
When either **party** requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on **an** Arbitration Board. Within ten (10) days thereafter, the other party shall answer by registered mail, indicating the name and address of its *nominee* **to** the Arbitration Board. The two nominees shall then meet to select **an** impartial chairperson.
- 8.02 Failure to Appoint
If the two nominees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party. Said request to be made within five (5) days **of** the expiration of the said fifteen (**15**) days, by the party that originated **this** matter.
- 8.03 Board Procedure
The Board may determine its own procedure, but shall give **full** opportunity to **all** parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and shall attempt to render a decision within ten (10) days from the time the Chairperson is appointed.
- 8.04 Decisions of the Board
The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power *to* change this Agreement or to alter, modify or amend any of its provisions.

However, the Board shall have the power to dispose of any discharge or a discipline grievance by an arrangement, which in its opinion it deems just and equitable.

8.05 Disagreement of Decision

Should the parties disagree **as** to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall attempt to do within three (3) days.

8.06 Expense of the Board

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints.
- (2) One-half the fees and expenses of the Chairperson.

8.07 Definition of a Working Day

For the purpose of Article 7 and Article 8, Saturday, Sunday, **and** holidays shall not be counted **as** working days.

8.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned **as** witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the nominee(s) to have access to the Employer's premises, to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Warning

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow **any** repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring her work **up to a** required standard, the Employer shall, **within five (5)** working days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. The copy shall be presented to the employee in the presence of her steward.

- (a) The disciplinary record of an employee shall not be used against him/her at **any** time after twelve (12) months following a suspension or disciplinary action, including letters **of** reprimand, and shall be removed from the file.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

- b) **An** employee, upon giving twenty-four (24) hours notice shall have the right to review her personnel file, during normal office hours, in the presence of the Administrator or her designate, and may respond in writing to any document contained therein. Such response shall become part of the employee's file.

9.02 Discharge Procedures

An employee who has completed her probationary period may be dismissed, but only for just cause and only upon the authority of the Employer. **A** Department Head or Supervisor may suspend an employee, but shall immediately report such action to the Employer. When **an** employee is discharged or suspended, she shall be given the reason in the presence of her steward. Such employee and the Union shall be advised promptly, in writing by the Employer, of the reason for such discharge or suspension.

Discharge or suspension of a probationary employee is solely at the discretion of the Employer. Such discretion shall be exercised in a reasonable manner.

9.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure, and Step 1 of the Grievance Procedure shall be omitted in such cases.

9.04 Unjust Suspension or Discharge

Should it be found, upon investigation, that an employee has been unjustly suspended **or** discharged, such employee shall be immediately reinstated in her former position, without loss of seniority, and shall be compensated for all times lost in an amount equal to her normal earnings during the pay period next preceding such discharge **or** suspension, or by any other arrangement **as** to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, **if** the matter is referred to such a board.

ARTICLE 10 - SENIORITY

10.01 Seniority Definition

- (a) Seniority is defined **as** the length of service in the bargaining unit dating back to the last date of hiring. Seniority shall be **used** in determining preference or priority for promotions, transfers, demotions, layoffs and recalls when the employee's qualifications for the job concerned are approximately equal. Seniority shall operate on a bargaining-unit-wide basis.

- (b) Part-time employees will accrue seniority based on the number of hours worked and paid for or not worked and paid for. Seniority shall be expressed in the number of hours worked and paid for or not worked and paid for by the Employer since the last date of hire. Seniority shall also accrue to an employee under the provisions of the following clauses of this Agreement: 15, 16, 14.04, 18, 18.01, 18.03, 18.04, 18.06. In such cases, the hours accrued shall be those hours during which the employee would normally have worked and/or received pay.

10.02 (a) Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. **An** up-to-date seniority list shall be sent to the Union and posted on the main bulletin board every three months.

- (b) The Employer shall provide the Union with a list of members' names, addresses and telephone numbers on January 1st and July 1st of each year.

10.03

1. Newly hired employees shall be considered on a probationary basis for a period of fifty (50) days or three hundred and seventy-five (375) hours from the date of hiring.
2. During the probationary period, employees shall be entitled to all rights and privileges of this agreement.
3. After completion of the probationary period, seniority shall be effective from the last date of hire.
4. All benefits including payments in lieu referred to in 19.06 shall become effective upon the completion of probation unless otherwise specified in this agreement.

10.04 Loss of Seniority

An employee shall lose her seniority and be deemed terminated when she:

- (1) is discharged for just cause and is not reinstated;
- (2) resigns;
- (3) is laid off in excess of twenty-four (24) calendar months;
- (4) is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such was not reasonably possible;
- (5) fails to notify the Employer of her intention to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause;
- (6) is absent as a result of personal illness or injury, including an injury which occurred while in the employ of the Employer for a period exceeding twenty-four (24) calendar months.

It shall be the responsibility of the employee to keep the Employer informed of her current address.

10.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent.

10.06 Seniority Accumulation

Seniority shall accumulate in the following circumstances only:

- (a) when off the payroll due to layoff, sickness or accident in which case seniority will continue to accumulate for a period of time equal to three (3) months;
- (b)
 - i) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first three months (3) months of such leave;
 - ii) when off the payroll due to maternity leave, seniority will continue to accumulate for up to 18 weeks;
 - (iii) when off the payroll due to parental leave, seniority will continue to accumulate for up to 18 weeks;
- (c) when absent on vacation or on paid holidays;
- (d) when actually at work for the Employer.

ARTICLE 11 - POSTINGS

- 11.01 (a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post for five (5) days, a notice of such vacancy or position on the staff bulletin board in order that employees may have the opportunity to apply for such positions. The vacancy, either permanent or temporary, will be for more than 30 calendar days not including vacation periods.

In the event of a permanent vacancy being replaced **by** a full-time employee, a posting is required **as** set out above for the second and third vacancy. In the event of a temporary vacancy being replaced by a part-time employee, then no posting is required for **the** second vacancy created.

Notices shall contain the following information:

- i) General nature of position
 - ii) Required knowledge and education
 - iii) **Shift** and salary rate
- (b) When a permanent or temporary position becomes vacant, then **the** Employer must post such vacancy within five (5) working days.

- (c) The successful applicant for a temporary job posting is not eligible to apply for another temporary posting until she has completed her current temporary posting.
- (d) **A** temporary vacancy shall be defined **as** an opening on a job caused by the absence from work of the regular employee on that job, not to include vacations, or an unexpected increase of work load of less than thirty (**30**) calendar days. Employees will not hold more than one (1) scheduled position at one time.
- (e) Temporary vacancies of less than ~~thirty~~ (30) calendar days may be filled at the Employer's discretion without requiring the application of the job posting provisions. Where the vacancy extends beyond 30 calendar days, the provisions relating to job posting will be implemented by the Employer.
- (f) Temporary Transfers
An employee temporarily transferred shall be paid the rate of pay for the job from which she was transferred or the start rate for the job she has been transferred to, whichever is greater after the first day.

At the conclusion of such temporary transfer, the employee shall be returned to her former job at the rate of pay she was receiving prior to the temporary transfer.

- (g) Permanent Transfer
An employee transferred to a higher rated classification 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.

If the job is a lower rated classification the employee shall receive her current rate or the top rate for the new position, whichever is the lesser, shall be positioned on the grid at her current service level, and shall progress from there in accordance with her length of service in the classification.

- (h) The Employer shall provide to the Union a copy of all job postings upon completion of the posting procedure.

- 11.02 (a) All cases **of** vacancy, promotion, transfer **and** shift preference shall be based on the following factors:

- i) Skill, competence and efficiency
- ii) Seniority

When, in the judgement of the Employer, the qualifications in factor (i) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

- (b) No Outside Advertisement
No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed, if any such applications are pending.
- (c) For purposes of paragraph (a) above, employees with less than three (3) years experience who have a Health Care Aide Certificate shall be deemed to have three years experience.

11.03 Trial Period

- (a) The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the new job classification, she shall be returned to her former position and salary without loss of seniority. **Any** other employee hired, promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority, if any.
- (b) If the successful applicant is from within the same classification she shall be placed on a trial period of thirty (30) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the job classification, she shall be returned to her former position and salary without loss of seniority.

The vacancy resulting from the posting may be filled on a temporary basis until the thirty (30) day trial period is completed.

11.04 Union Notification

The Union shall be notified of all commencements of employment, transfers of employment, change of status of employees and all terminations of employment.

11.05 Disabled Employee's Preference

An employee who has been incapacitated at her work by injury or compensable occupational disease, or who, through advancing years of temporary disablement is unable to perform her regular duties, will be employed in other work which she can do, provided there is a vacancy, without regard to other seniority provisions of this Agreement, except that such employee may not displace an employee with more seniority.

ARTICLE 12 - LAYOFFS AND RECALLS

- 12.01 (a) In the event of a proposed lay-off of a permanent or long-term nature of thirteen (13) weeks or more, the Employer will provide the Union with at least eight (8) weeks' notice. This notice is not in addition to required notice for individual employees.

(b) In the event of a lay-off of a permanent or long-term nature, the Employer 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 employees as follows:

- ☞ if her service is greater than 9 years: 9 weeks notice
- ☞ if her service is greater than 10 years: 10 weeks notice
- ☞ if her service is greater than 11 years: 11 weeks notice
- ☞ if her service is greater than 12 years: 12 weeks notice

(c) In the event of a proposed lay-off of a short term nature of thirteen (13) weeks or less, the Employer will provide the Union with at least **two (2)** weeks notice. This notice is not in addition to required notice for individual employees.

In the event of a lay-off of a short term nature, the Employer will provide affected employees with notice of at least **two (2)** weeks.

12.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications **as** required **by** law to perform the work.
- (b) **An** employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; 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 lay-off 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 employee 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 corresponds 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 classifications **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 notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

12.03 Recall Rights

- (a) **An** employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications **as** required by law as agreed between the parties of an employee to perform the **work** for the purposes of the paragraph above, the Employer shall not act in an arbitrary ~~manner~~ or unfair manner.
- (b) **An** employee recalled to work in a different classification **from** which she was laid off shall have the privilege of returning to the position she held prior **to** the lay-off should it become vacant within six (6) months of being recalled.
- (c) **An** employee who has been displaced into a different classification shall have the privilege of returning to the position she held prior to the displacement should it become vacant within six (6) months of being displaced if there is not **a** qualified employee on lay-off to be recalled.
- (d) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do **so**, in accordance with the loss of seniority provision, or have been found unable to perform the **work** available.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do **so** by priority post, addressed to the last address on record with the Employer (which notification shall be deemed **to** have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job **to** which the employee is eligible to be recalled and the date and time **at which** the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (f) Employees on lay-off or notice of lay-off shall **be** given preference for temporary vacancies which are expected to exceed ten (10) days of work. **An** employee who has been recalled **to** such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off This provision supersedes the job posting provision.
- (g) A laid off employee shall retain the rights of recall for **a** period of twenty-four (24) months.

NOTE:

For purposes of lay-off 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 above-noted 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 above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, one (1) year full-time seniority equals 1800 hours part-time seniority.

12.04 Benefits on Lay-Off

In the event of a lay-off, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employees are not eligible), the Employer shall pay its' share of the insured benefit premium for a period up to three (3) months **from** the end of the month in which the lay-off occurs, or until the laid off employee is employed elsewhere, whichever comes first.

ARTICLE 13 - HOURS OF WORK**13.01 Normal Hours of Work**

The normal hours of work shall be thirty-seven and one-half (37-1/2) hours per week worked in five (5) seven and one-half (7-1/2) hours per day, exclusive of one half (1/2) hour unpaid daily lunch break.

13.02 Working Schedule

Schedules of working hours will be posted at least three (3) weeks in advance of the week to which they apply, whenever reasonably possible.

13.03 The schedules of work not including call-ins shall not be changed without the knowledge of the employee. Where five (5) calendar days' notice of such change is not given to the employee, she shall receive time and one-half (1-1/2) of her basic rate for all such work performed.

For the purpose of this article, call-ins are deemed to include employees replacing regularly scheduled employees for absences including sick leave, workers' compensation, and leaves of absence.

This article shall not apply when employees request such change.

13.04 Work Schedule

The Employer shall make every effort to provide: .

- a) That weekends off shall be allocated on an equitable basis;
- b) That there be the minimum of sixteen (16) hours off between change of shift.

Whenever practicable, the schedule will provide for not more than six (6) consecutive working days. **A** seventh consecutive working day and successive consecutive working days shall be paid for at the rate of time and one-half (1-1/2), provided that the premium rate shall not apply when an employee works more than six (6) consecutive days at her own request.

13.05 Break Period

All employees working greater than four (**4**) hours per day shall have a thirty (30) minute unpaid lunch break scheduled by the Employer.

Employees scheduled to work more than three (**3**) hours and up to six (6) hours shall be entitled to one (1) rest period of fifteen (15) minutes.

All employees working seven and one-half (7-1/2) hours shall receive a paid fifteen (15) minute break in each half of their shift.

13.06 Overtime shall be voluntary and shall be distributed **as** equally **as** possible among the employees normally performing the work.

13.07 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of premium rates.

13.08 Call-In Procedure

The Employer agrees *to* maintain **a** call-in list for part-time employees on a departmental seniority basis. Whenever a part-time employee is called in to replace an employee on sick leave, vacation, etc., the employee with the most seniority shall be called first on a rotational basis per pay period.

ARTICLE 14 - OVERTIME AND SHIFT WORK

14.01 Authorized work performed in excess of seven and one-half (7-1/2) hours in a day, or seventy-five (75) hours in a bi-weekly pay period, shall be counted **as** overtime work and will be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay. No overtime shall be paid to **an** employee who works **in** excess of her regularly scheduled work hours as a result of a voluntary exchange of shift with another employee for personal convenience, (such voluntary exchange must be approved in advance by the supervisor).

14.02 No Layoff to Compensate for Overtime

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

14.03 Overtime for Part-Time Employees

Part-time employees working less **than** seven and one-half (7 1/2) hours a day, and who are required to work longer than the regular working day, shall be paid at the rate of **straight** time for the hours **so** worked, up to and including seven and one-half (7 1/2) hours in the

working day. Regular overtime rates shall apply after seven and one-half (7 1/2) hours in the working day or thirty-seven and one-half (37 1/2) hours per week.

14.04 Minimum Call-Back Time

An employee who is called in and required to work outside her regular hours shall be paid for a minimum of three (3) hours at overtime rates, if overtime rates are applicable. Travelling time shall not be considered.

ARTICLE 15 - HOLIDAYS

15.01 List of Holidays

The Employer shall recognize the following days as paid holidays for full-time employees:

- | | | |
|----|----------------|------------------|
| a) | New Year's Day | Civic Holiday |
| | Good Friday | Labour Day |
| | Easter Monday | Thanksgiving Day |
| | Victoria Day | Christmas Day |
| | Canada Day | Boxing Day |

b) Float Holiday

The Employer recognizes the "float" holiday which may be taken at any time the employee chooses, other than the period between December 15 and January 15 of any year. Application must be made in writing to the Nursing Director or Administrator four (4) weeks in advance of the designated date. No more than two (2) employees may be scheduled for a float holiday at one time. Under normal circumstances, an employee will receive the day off with pay. However, if an employee is required to work on her designated holiday, she **will** receive her holiday pay plus one and one-half (1-1/2) times her applicable rate for all hours worked. **All** new employees must be employed for a minimum of **six (6)** calendar months before being entitled to the float holiday.

- c) Part-time employees must have **earned** wages on at least ten (10) days during the four (4) week period immediately preceding the holiday. It is understood that **earned** wages is deemed to mean any monetary remuneration payable by an employer to an employee.

15.02 Work on a Holiday

When a paid holiday falls on a day on which an employee is scheduled **to** work and she works, she shall be paid at the rate of time and one-half (1-1/2), and allowed another day off with pay at a time agreeable to the Employer and the employee.

15.03 Holidays on Day Off

When a paid holiday falls on a day on which an employee **is** not scheduled to work and she is required to **work**, she shall be paid at the rate of double time and one-half and given another day off without pay at a time agreeable to the Employer and the employee providing that ~~this~~ does not result in the payment of overtime rate for ~~the~~ replacement day.

15.04 Holidays on Day Off

When a paid holiday falls on an employee's scheduled day off and she does not work, the employee shall receive another day off with pay at a time agreeable to the Employer and the employee.

15.05 Christmas or New Year's Off

As far as practically possible, the holiday schedule shall provide that every employee shall have either Christmas or New Year's Day off or both. Preference as to which holiday is worked will be determined in accordance with seniority. Master schedules may be changed during the period of December 20th and January 5th, in order to allow each employee to have either ~~Christmas~~ or New Year's off. Such changes shall not be a violation of the collective agreement.,

15.06 Holiday Pay

In order to qualify for holiday pay, the employee must work her full scheduled shift immediately preceding and following the holiday, unless absent on an authorized leave.

15.07 Employees requesting an alternative day off as referred to in Article 15.02 and 15.03 shall give the Employer not less than two (2) weeks notice and such alternate day off shall be taken within thirty (30) days after the statutory holiday referred to in Article 15.02 and 15.03.

15.08 No employee shall be entitled to holiday pay pursuant to Article 15 and other payment for the same day.

ARTICLE 16 - VACATIONS - EFFECTIVE 1998 VACATION YEAR

The parties agree that employees will not be allowed to draw current **and past** vacation bank.

16.01 a) Employees shall receive vacation with pay according to the following schedule:

b)	<u>Employees with</u>	<u>Vacation Paid</u>	<u>Pay</u>
	1 year of service as of anniversary date	2 weeks	4%
	3 years of service as of anniversary date	3 weeks	6%
	8 years of service as of anniversary date	4 weeks	8%
	15 years of service as of anniversary date	5 weeks	10%

c) Vacation pay for each week of vacation shall be at the rate of 2% of an employee's gross earnings less taxable benefits. For the purposes of vacation pay, gross

earnings shall be from the date of employment and run 52 calendar weeks. Changes in vacation time and vacation pay percentage for **an** employee shall be effective on the employee's anniversary date.

- 16.02 a) Vacation entitlement for part-time and casual employees will be based on 1800 hours paid by the Employer being equal to one (1) year of full-time entitlement.
- b) Calculation of vacation pay for full-time employees:
Vacation pay shall be at the rate effective during the vacation period.
- c) Holidays During Vacation
If a paid holiday falls or is observed during **an** employee's vacation period, she shall be granted **an** additional day's vacation for each holiday, in addition to her regular vacation time.
- 16.03 **An** employee who terminated her employment at any time in her vacation year before she has taken her vacation shall be entitled to the proportional amount of vacation pay earned up to **the** date of said termination, provided such employee gives at least two (2) weeks advance written notice.
- 16.04 In the event of **an** employee's death, the Employer agrees to pay the proportionate amount of vacation pay earned to the estate of the employee.
- 16.05 Preference in Vacations
Vacations per shift shall be granted first on the basis of seniority.
- 16.06 Vacation Schedules
Vacation requests shall be submitted by April 1st of each **year**. The Employer shall post the vacation schedule by May 15 and it shall not be changed unless mutually agreed to by the Employer and the employee.
- 16.07 Unbroken Vacation Period
An employee shall be entitled to receive her vacation in **an** unbroken period of at least one (1) week, subject to a maximum of four (**4**) weeks **at** any one time unless mutually agreed upon between the employee concerned and the Employer. Vacations may begin on any day in the calendar week.
- 16.08 In the event of a serious illness or accident requiring extensive medical follow up treatment or admission to a hospital while on scheduled vacation, an employee may utilize income protection benefits **to** cover the period of serious illness or accident and may request the Employer to reschedule her vacation. Proof of such treatment or attention shall be provided.
- 16.09 Vacations are not cumulative from year to year and must be taken in the year in which earned.

- 16.10 If the Employer, due to operational needs of the Home, is required to cancel vacation as a result of unforeseen circumstances, the Employer shall ask employees within the affected department, to volunteer to reschedule their vacation. If no one agrees, then the Employer will cancel vacations in reverse order of seniority. Note: consideration will be given to employees who have non-refundable vacation commitments.
- 16.11 For the purposes of vacation, one (1) week's vacation shall equal seven (7) calendar days.
- 16.12 Once full-time and part-time employees have booked and have been approved for at least one (1) week's vacation, they may then request individual vacation days.

ARTICLE 17 - INSURANCE, WELFARE, ETC.

- 17.01 The following insurance and welfare plans are applicable to full-time employees only unless otherwise stated. Sick leave is defined as being that period of time an employee is permitted to be absent from **work** with full pay by virtue of being sick or disabled. Employees absent from work because of an accident for which compensation is not payable under the *Workplace Safety & Insurance Board*, shall be covered by these sick leave provisions.
- 17.02 Employees will be credited with 11.25 hours of paid sick leave for each complete month of employment (complete month of employment shall mean an employee has worked on 16 days) **up** to maximum of one hundred and fifty (150) days unused paid sick leave credits. **An** employee may not use paid sick leave credits until she has completed the probationary period.
- 17.03 Upon the fourth day of illness or, the fourth illness, and subsequent illnesses, paid or not paid, the Employer may require a medical certificate from **an** employee.
- 17.04 Proof of Illness Certificate
- (a) If the Employer requires a sick leave certificate and the doctor charges the employee for such certificate outside that amount covered by OHIP, the Employer will pay this extra charge.
- (b) If the Employer requires an employee to attend an independent physician, other than the employee's own physician, to provide a sick leave certificate, the Employer shall pay for any medical fees charged beyond OHIP **in** relation thereto.
- 17.05 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her accumulated credit, if any, existing at the time of such leave or layoff.
- 17.06 a) Sick leave without pay may be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

- b) **An** employee not wishing to use sick leave credits may, by notifying the Employer, be granted sick leave without pay or loss of sick leave credits.

17.07 **A** record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, employees may review the records of the Employer and verify that the accumulated sick leave **is** correct. **An** Employee is to be advised, upon request, of the amount of sick leave to her credit.

17.08 Sick Leave Credits

An employee whose employment is terminated and who has unused sick leave credits to her account, shall receive a lump sum payment in lieu **of** unused sick leave credit. The sum shall be calculated by multiplying the number of days of unused sick leave credit by seventy-five percent (75%) of the daily wage which is effective on the date of the termination of her employment.

17.09 Insurance Plans

Upon completion of the probationary period, the Employer agrees to provide full-time employees the following:

- 1) Group life insurance benefit of \$15,000.00
- 2) Extended Health Care \$10/\$20 deductible on co-insurance to include semi-private hospital, no deductible and \$90 vision care every 24 months, premiums 100% paid.. by the Employer. Provide for generic drug substitution unless otherwise ordered by a physician.
- 3) Dental coverage equivalent to Blue Cross #9, 1991 ODA fee schedule, 50% of premiums to be paid by the Employer. Provide for 9-month recall, effective April 1, 1998 ODA fee schedule to 1992; effective April 1, 1999 ODA fee schedule to 1994.

17.10 It is agreed that there shall be no pyramiding of any benefits payable under this agreement.

17.11 Continuation of Benefits

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

- (a) during the month in which the employee's leave of absence without pay, or lay-off commences;
- (b) while the employee is **of** due to illness **up** to a maximum of three (3) calendar months following the month in which the illness commenced;
- (c) while in receipt of **Workplace Safety & Insurance Board** benefits as a result of **an** injury sustained during employment **with** the **Ernp**loyer for **up** to **twelve** (12) months;

- (d) while on pregnancy/parental leave, for the period it is required to pay benefit premiums, in line with government legislation.


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

17.12 Pension Plan

Each eligible employee covered by this Collective Agreement shall contribute from each paycheque an amount equal to two (2%) percent of applicable wages to the Nursing Homes and Related Industries Pension Plan. The Employer shall match such contributions, the amount being two (2%) percent of applicable wages.

Effective October 1, 1998, pension contributions for the Employer shall be three (3%) percent and for the employee (3%) percent.

Effective January 1, 2000, pension contributions for the Employer shall be four (4%) percent and for the employee (4%) percent of applicable wages.

 Eligible employees shall mean all full-time and part-time employees in the bargaining unit who have completed 975 hours of service.

The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

The Employer and the employee contributions shall be **paid** by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.

The Union acknowledges and agrees that other than making its' contributions to the Plan **as** set out in this Article, the Employer shall not be obligated to contribute towards the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act 1987*, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits,

This information may be provided by the Employer in the **form** normally maintained by the Employer. In the event such information is not readily available without review **of** other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Plan **and** Employer are unable to agree on

the form of such access, a mutually acceptable third **party**, (such **as** a firm of accountants or auditors), shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan. Such information shall be provided only on enrolment of an employee or with the monthly remittances.

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

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to process grievances with the Employer. Such time may be limited by the Employer.

18.02 Leaves of absence without pay and without loss of seniority shall be granted, upon written request to the Employer, not more than two (2) employees at any one time, elected or appointed to represent the Union at conventions or seminars. The total maximum time allowed per calendar year is forty-five (45) working days per bargaining unit. The Employer shall be given at least fifteen (15) days' written notice, unless unable to do so by the Union specifying the name(s) of the representative(s) and the date(s) for which leave of absence is required.

18.03 Bereavement Leave

When a death occurs in the immediate family of a full-time or a part-time employee who has completed her probationary period, she shall be granted paid leave as follows:

- (a) Employee's spouse and child, leave as mutually agreed will pay for four (4) scheduled days lost;
- (b) Employee's mother, father, foster-parents, sister, brother, mother-in-law, father-in-law, grandparent and grandchild, up to three (3) scheduled days without loss of pay ending with the day following the day of the funeral;
- (c) Employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, up to three (3) scheduled days to attend the funeral ending with the day of the funeral;
- (d) Employee's aunt, uncle, and the employee's spouse's brother-in-law or sister-in-law, one (1) scheduled day to attend the funeral.
- (e) "Spouse" shall mean current spouse **as** defined as per the Family Law Reform Act and shall include same sex partner.

18.04 Leave of Absence

Unpaid Pregnancy and Parental Leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

A. 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 eighteen (18) weeks and may begin no earlier than eighteen (18) 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, and furnish the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth in order to be entitled to Pregnancy Leave.
- c) The employee shall give at least two (2) weeks' *written* 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 four (4) **weeks** written 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.
- d) During the period of pregnancy leave, to a maximum of eighteen (18) weeks, the Employer shall continue to pay the Employer's portion of benefits **as** 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 employee shall make such payments to the Employer on **or** before the 1st day of each month for the duration of the leave. Should such payment not be received, it is understood that benefit coverage will be terminated.
- e) **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. With the exception of any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former position, on the same shift(s), in the same department and at the current rate of pay. **All** employees who **fill** vacancies **as** a result of the above absences shall likewise be returned to their former permanent positions.
- f) Credits for service for the purpose of salary increments, vacation, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave, to **a maximum** of eighteen (18) weeks.
- g) Upon expiry of eighteen (18) weeks pregnancy leave, **an** employee may immediately commence parental leave. The employee shall give the Employer at least two (2) weeks notice, **in** writing, that she intends to take parental leave.

B. 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 thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.
- d) Parental Leave shall be granted for up to eighteen (18) weeks in duration. The employee shall give the Employer two (2) weeks written notice before the date the leave is to begin. Parental Leave ends eighteen (18) weeks after it began or on the earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- e) During the period of parental leave, to a maximum of eighteen (18) weeks, the Employer shall continue to pay the Employer's portion of benefits as 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 employee shall make such payments to the Employer on or before the first day of each month for the duration of the leave. Should such payment not be received, it is understood that benefit coverage will be terminated.
- f) Credits for service for the purpose of salary increments, vacation, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave to a maximum of eighteen (18) weeks.
- g) For the purpose of Parental Leave, the provisions under the Pregnancy Leave shall also apply.

18.05 The Employer may grant a leave of absence if **an** employee requests it in writing from the Administration and if the absence for leave is for good and legitimate reason and does not unreasonably interfere with the efficient operation of **the** home.

18.06 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any **court**. The Employer shall pay such **an** employee the difference between her normal earnings and the payment she received for **jury** service or court witness, excluding payment of travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. The employee must notify the Employer **as** soon as she has had notice of **jury or** court duty.

18.07 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualification in the service.

18.08 Wrongful Use of Leave of Absence

In the event any leave of absence granted is not used for the purpose stated by the employee, the employee is subject to penalty. The Employer may request an employee to provide proof to indicate that leave of absence was used for the stated purpose.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES19.01 Pay Days

The Employer shall pay salaries and wages every second Thursday, by automatic deposit, in accordance with Schedule "A" attached hereto, and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of her wages and deductions. Employees working an evening shift shall have their pay available during that shift whenever possible.

19.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply regardless of sex.

19.03 Definition of Employees

- a) Full-time employees are hereby defined as those employees regularly employed for more than 33 hours per week exclusive of a daily lunch period of one-half (1/2) hour and who have completed their probationary period.
- b) Part-time employees are hereby defined as those employees regularly scheduled for not more than twenty-four (24) hours per week.
- c) Permanent part-time employees are hereby defined to be those employees regularly employed on the average more than 24 hours per week but less than 33 hours per week exclusive of a daily lunch period of one-half (1/2) hour and who have completed their probationary period.
- * d) Casual employees are defined as employees who do not have a regularly scheduled position and are available for call-in replacement.

19.04 Wage Progressions, etc.

Employees within their position classification will progress from the "probationary rate" to the "one year rate" and so on, on the basis of 1800 hours paid by the Employer at the "probationary and start rate" to the "one year rate" and so on. Hours worked and paid for under the **Workplace Safety & Insurance Board** shall be considered hours worked for the purposes of computing eligibility to progress to the next rate.

19.05 Vacation Pay

An employee may, upon giving at least seven (7) days written notice, receive on the last office day preceding commencement of her annual vacation, any cheques which may fall due during the period of her vacation, provided the employee works her regularly scheduled hours during that portion of the pay period immediately preceding her vacation.

19.06 Part-Time Employees Benefits

Part-Time employees and permanent part-time employees shall be paid for **all** hours worked in accordance with such rates **as** set out in Schedule "A" attached hereto plus fifty (\$0.50) cents per hour in lieu of the benefits payable to full-time employees. It is understood and agreed that part-time employees will not participate in any benefits **as** set out within the Agreement payable to full-time employees and that the aforesaid fifty cents (\$0.50) per hour in lieu of benefits shall apply to all such benefits save and except for the provision of paid holidays **as** set out **in** Article 15 save and except for the provision for vacations **as** set out in Article 16 within the Agreement. This article is subject to Article 10.03 (a).

Effective April 1, 2000, five cents (5¢) retroactive increase, (\$0.75 as of April 1st, 2000).

ARTICLE 20 - GENERAL CONDITIONS20.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and to keep and change their clothes.

20.02 Bulletin Board

The Employer will provide a bulletin board for the convenience of the Union in posting notice of union activity. All such notices must be signed by the proper officer of the local.

20.03 Overtime Meal Allowance

- a) Employees required to work more than two and one-half (2 1/2) hours overtime, consecutive with a shift, shall be provided with a meal by the Employer.
- b) The Employer shall provide tea or coffee at break and meal period without charge to the employee.

20.04 Educational Allowance

The Employer shall pay the **full** cost of any course of instruction required by the Employer for an employee to better qualify herself to perform her job. Payment shall be made on successful completion of the course.

20.05 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing. Cost is to be equally shared between the parties.

20.06 Plural Pronoun and Feminine Gender

Wherever a singular pronoun or feminine gender are used in this Collective Agreement, they shall be considered **as** the plural pronoun, or male gender, as the context so requires.

20.07 Uniforms

All employees who are required by the Employer to wear aprons at the Employer's choice shall be supplied and maintained by the Employer. Employees may have uniforms consisting of two colours providing that such uniform is acceptable under the regulations of the Employer and providing that such uniform is a normally accepted form of uniform for a nursing home and that the colour used are co-ordinated. Employees required to wear uniforms shall receive a clothing allowance of \$.065 per hour.

20.08 Mileage Allowance

Employees shall not be required to use their own vehicles for company business.

ARTICLE 21 - HEALTH AND SAFETY

- 21.01 a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the homes, in order to prevent injury and illness.
- b) **A** joint management and employees Health and Safety Committee shall be constituted, pursuant to the terms and regulations of the *Health and Safety Act of Ontario*.

ARTICLE 22 - TERM OF AGREEMENT

22.01 This Agreement shall continue in full force and effect until the thirty-first (31st) day of March, 2002. All changes resulting from negotiations will become effective upon the date of ratification, (or arbitration award), unless specifically set out otherwise.

22.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

22.03 Notice of Change

Either **party** desiring to propose changes or amendments to this Agreement shall, between the period of 30 to 60 days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5)

working days of receipt of such notice by one party, the other party is required to enter into negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

22.04 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply: The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

ARTICLE 23 - RETIREMENT

23.01 It is agreed and understood that employees who have attained age 65 years shall be subject to semi-annual review by the Employer to determine whether they are capable of performing their assigned duties. If such employees are capable of performing their assigned duties in the opinion of the Employer, their employment shall be continued until such time as they are not capable of performing such duties, at which time they shall be retired, or assigned to part-time or casual work subject to the availability of such work and the willingness and the ability of the employee to perform it. The exercise of the Employer's discretion in such matters shall be reasonable and consistent and shall take into account the employees expressed desires.

ARTICLE 24 - RETROACTIVITY

24.01 It is agreed that all retroactivity of wages shall be paid within three (3) full pay periods following the date of the arbitration award and/or negotiated settlement.

ARTICLE 25 - LABOUR MANAGEMENT COMMITTEE

25.01 The Employer will recognize a labour management committee which shall be composed of not more than three representatives of the Union and three (3) representatives of the Employer. It shall be the function of the labour management committee to discuss with the Employer matters of mutual concern. For this purpose, meetings may be called at the request of either party upon reasonable notice, such notice to include a reference to the matters proposed to be discussed. Such topics for discussion shall be exclusive of matters which are properly the concern of the negotiating and grievance committees and such discussions shall be conducted without prejudice to the rights of the parties under this Agreement.

25.02 The above mentioned representatives must be employees of the Employer and must have completed their probationary period.

25.03 The Union will provide the Employer with the names of its representatives to the said committee. This will be revised when changes occur.

- 25.04 The Employer will provide the Union with the names of its representatives if a change should occur.

ARTICLE 26 - COMMITMENT OF PART-TIME EMPLOYEE

- 26.01 The part-time and casual employee will commit herself to work additional days upon request of the Employer, specifically during the summer months and at the Christmas/New Year's period, to replace an employee who fails to report for her scheduled shift, and at least on alternative holidays, if required at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees. However, it is further understood that unreasonable or consistent refusal by a part-time employee to work additional days upon request, may result in disciplinary measures, including dismissal, being instituted by the Employer. In such cases, the burden of proof shall rest **upon** the Employer.

ARTICLE-27 - ABSENCE FROM WORK

- 27.01 If an employee is unable to report for work due to illness, the employee shall give the Employer, where possible, a minimum of four (4) hours notice, except for employees in the day shift shall be required to give one (1) hour's notice to the Employer.

ARTICLE 28 - CHANGES IN CLASSIFICATION

Where a new job classification is created, the parties shall discuss the requirements and qualifications for the new classification and negotiate a wage rate for the new classification. If they fail to reach an agreement on the wage rates, either party may refer the dispute to arbitration.

SCHEDULE "A"

CLASSIFICATIONS AND WAGES

CLASSIFICATION	STEP	EXPIRED RATE 10/1/99	DIFFERENTIAL 1%	NEW RATE 4/1/00	NEW RATE 4/1/01
KITCHEN / LAUNDRY HOUSEKEEPING AIDE	Prob.	13.170	0.132	13.302	13.435
	Start	13.425	0.134	13.559	13.695
	1 Yr.	13.813	0.138	13.951	14.091
	2 Yrs.	14.221	0.142	14.363	14.507
NURSE AIDE ACTIVITY AIDE	Prob.	13.333	0.133	13.466	13.601
	Start	13.568	0.136	13.704	13.841
	1 Yr.	13.986	0.140	14.126	14.267
	2 Yrs.	14.394	0.144	14.538	14.683
HEALTHCARE AIDE	Prob.	13.507	0.135	13.642	13.778
	Start	13.721	0.137	13.858	13.997
	1 Yr.	14.139	0.141	14.280	14.423
	2 Yrs.	14.568	0.146	14.714	14.861
COOK	Prob.	13.996	0.140	14.136	14.227
	Start	14.221	0.142	14.363	14.507
	1 Yr.	14.670	0.147	14.817	14.965
	2 Yrs.	15.098	0.151	15.249	15.401
R.P.N.	Prob.	14.802	0.148	14.950	15.100
	Start	15.047	0.150	15.197	15.349
	1 Yr.	15.435	0.154	15.589	15.745
	2 Yrs.	15.833	0.158	15.991	16.151

14.277

Employees who work as Nurse Aides and who hold a Health Care Aide Certificate or equivalent, as recognized by the Employer, shall receive fifteen (\$0.15) cents per hour above the applicable Nurse Aide rate.

Part-Time Benefits Allowance: Reference Article 19:06.

Seventy-five (\$0.75) cents per hours applied to Schedule "A" rates, effective April 1st, 2000.

New Hire Oenatation Rate (all classifications) shall be \$9.00 per hour.

New Classification Dietary Aide/Cook Employees classed as a dietary aide may work as a cook and vice a versa receiving the applicable wage rate ~~for~~ each.

SIGNED ON THIS 24 DAY OF January, 2001.

FOR C.U.P.E., LOCAL 1496

Ernie Assaby
Jean Despatie
Diane Huntington

FOR VERSA-CARE LIMITED

[Signature]
Karen Roth
Terri Reid
Jude MacDonald

Janine Holman

From: Janine Holman
Sent: Thursday, November 14, 2002 3:07 PM
To: Cathy Button
Subject: FW: Cornwall & CUPE - NHRIPP Pension Plan - CT Employees Participation?

FYI. JH :)

-----Original Message-----

From: Donna Derouchie (Administrator)
Sent: Thursday, November 14, 2002 3:33 PM
To: Janine Holman; Marilyn McMahon-Ayrest (Admin Asst)
Subject: Re: Cornwall & CUPE - NHRIPP Pension Plan - CT Employees Participation?

Hi Janine

As per our conversation, the issue of casual receiving pension benefits has been dated to two contracts ago where a casual status was inserted into the language at the bargaining table and unfortunately the rest of the contract was not adapted to reflect this status. Therefore it has been discovered that some staff are receiving what they are not entitled to and staff who are entitled are not receiving, based on these classifications. This issue is currently being discussed at negotiations next meeting date is DEC 10, 11 2002. Hopefully once we can clean up the language and reclassify employees appropriately this will be rectified.

Thank You
 Donna

----- Original Message -----

From: marilyn
To: Donna Derouchie
Sent: Thursday, November 14, 2002 10:47 AM
Subject: Fw: Cornwall & CUPE - NHRIPP Pension Plan - CT Employees Participation?

DONNA:

You had addressed this sometime last year, would you like to respond to this. Let me know please.

Marilyn

----- Original Message -----

From: Janine Holman
To: Marilyn McMahon-Ayrest (Admin Asst)
Sent: Thursday, November 14, 2002 10:00 AM
Subject: Cornwall & CUPE - NHRIPP Pension Plan - CT Employees Participation?

Good morning Marilyn. I was just reviewing an Actual Benefit Deductions Report for Cornwall. I noticed a number of CUPE CT employees who are getting the pension deductions and employer pension match.

I have checked the collective agreement, Expiry: 31 March 2002, and the language states "Eligible employees shall mean all full-time and part-time employees in the bargaining unit who have completed 975 hours of service." on page 23. On page 27, the language states: "Casual employees are defined as employees who do not have a regular scheduled position and are available for call-in replacement."

Can you pls clarify why the CT CUPE employees are participating in the plan when the collective agreement language clearly states casuals are not eligible? Perhaps this office is missing pertinent documentation relating to this issue. Pls advise on this past history. Many Thanks.

PENSION STATUS

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