

# COLLECTIVE AGREEMENT

JAN 13 2004

Between Ministry of Labour  
Office of Mediation  
**VERSA-CARE LIMITED**  
(Formerly Bestview Health Care Centres Inc.)

and

**CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**



**Expires: December 31, 2003**

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## COLLECTIVE AGREEMENT

Between

**VERSA-CARE LIMITED**

(formerly Bestview Health Care Centres Inc.)

hereinafter referred to as the "Employer"

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

hereinafter referred to as the "Union"

**Expiry: December 31, 2003**

### ARTICLE 1 - PURPOSE

- 1.01 The parties to this Agreement ~~desire~~ to ~~foster and~~ maintain a relationship among the Employer, the Union and the employees which is in every respect conducive to their mutual well-being. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose ~~can~~ be achieved.
- 1.02 If this Agreement ~~is~~ silent on any existing rights and privileges, this shall not mean that either the Employer or the employees are deprived of ~~such~~ rights or privileges.
- 1.03 a. It is ~~the~~ desire of both parties to recognize ~~the~~ mutual ~~value of~~ joint discussions and negotiations in ~~all~~ matters pertaining to working

conditions, employment and services.

- b. The parties will endeavour to work together to **assure** the best possible nursing and health care for residents of **the** facilities.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the bargaining agent for and this Collective Agreement shall apply to all employees and locations as outlined in **Schedule "A"** attached **hereto**, save and except registered nurses, **supervisors** and persons above **the** rank of supervisor.

2.02 a. Full-time employee **means** an employee who ~~is~~ regularly scheduled to work more than forty-five (45) hours in a bi-weekly period.

b. Part-time employee means an employee who is regularly **scheduled to work forty-five (45) hours or less** in a bi-weekly period.

c. Where the feminine pronoun is **used in this Agreement**, it shall mean and **include** the masculine pronoun where

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the context so requires and vice-versa.

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

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

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- a. maintain order, discipline and efficiency;
- b. hire, classify, direct, approve, promote and lay off employees;
- c. discharge, demote, suspend or otherwise discipline employees for just cause and discharge probationary employees subject to the provisions of Article 6.02;
- d. determine the work to be done, the location, methods and schedules for the performance of such work;
- e. determine, after consultation with the Union, the number of employees required and the duties to be performed by **each** from time to time;
- f. make and alter, from time to time after consulting with the Union, reasonable rules and regulations to be observed by the employees.

**2.07 Labour-Management Committee**

- a. The parties agree to establish an active Labour-Management Committee in each establishment or Home covered by this Collective Agreement.





- b. The committee shall be made up of an equal number (not less than two (2) of each) of non-bargaining unit persons and bargaining unit persons who have completed their probationary period with one (1) of the non-bargaining unit persons being the Home's Administrator.
- c. The committee shall keep minutes of its meetings and post them in the Home. A copy will be forwarded to the Union's regional office concerned.

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

- d. The committee shall meet as often as required but at least bimonthly. Meetings shall be convened upon a minimum notice of one (1) week, with the time and date of the meeting to be set by mutual agreement. The agenda for the meetings shall be in writing with finalized copies given to all committee members at least two (2) days before the meeting.

- e. **Employees serving on the committee shall be paid at their regular hourly rate for meeting time during their hours of work.**
- f. **The committee shall deal with all matters of mutual concern, however, the committee shall not deal with grievances or negotiations and it is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe, on the requirements and minimum standards of the Ministry of Health.**
- g. **Any employee or any non-bargaining unit person may refer matters to the committee for consideration. Such referrals shall be in writing to the committee.**
- h. **After having been dealt with by the committee, any unresolved issue(s) may be forwarded by a committee member to the Employer's head office. The Employer representative(s) from its head office and a Union Representative will convene a meeting with the committee, in the Home concerned, to discuss the matter. Such a meeting shall take place within thirty (30) days**

of being referred to the Employer.

- i. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that, in all **instances** and circumstances, they commit themselves to the best of their ability to the happiness, security and physical **and** emotional well-being **of** the residents.

2.08 Employees acknowledge the existence of the Employer's procedure manuals, personnel policies and other rules **and** regulations of the Employer **and** that copies of such **are** on the premises of each Nursing Home **and** are available upon request for inspection. Employees **are** required to **review** the manuals, **policies**, rules and regulations and **seek** clarification from their supervisor **of** any policy, **rule** or regulation which they do not understand. **The** Employer agrees to notify employees of any personnel policy change.

2.09 Once a year each employee may be evaluated by her **supervisor** or manager. The employee will be given a copy of the

evaluation. The object of this evaluation **is** to inform the employees **of** their performance in their jobs **and** to allow discussion regarding their jobs. An employee may add her **own** written comments on the Employer's evaluation and these will be included in her file.

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

- 3.01** For the purpose of representation with the Employer, the Union shall function and **be** recognized as follows:
- a. Stewards appointed by the Union are representative of the employees in the processing of ***grievances***.
  - b. CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewal of **this** Agreement and to enforce all rights of the employees under **this** Agreement and ***under the law***.
  - c. **CLAC Representative shall notify in** advance the Administrator of the Home or his **designate before *conducting*** any business in the Nursing Home and

shall not unreasonably interfere with the work in the Nursing Home.

- 3.02 A Steward shall be granted time off, without loss of wages, to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours. The **Steward** must first obtain permission from her supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, **the Steward** will report to her supervisor **and** then return to her regular duties.
- 3.03 A Steward shall **be** given ten **(10)** minutes time off, without loss of **wages**, to welcome a new employee and to discuss Union membership with such an employee.
- 3.04 The Union has **the right** to appoint the members of a bargaining committee consisting of an average of **two (2)** persons per Home. These employees shall be paid by the Employer at regular hourly rates **for** all **time** spent **on** negotiating a **Collective Agreement** with the Employer whenever this takes place **during their regular** working hours.

- 3.05 a. Once every second month, employees may be **given** the opportunity to meet **and discuss Union** matters **in** a room provided by the Employer on the Employer's **premises**. These meetings **may be attended** by Representatives of **the Union**. The Union shall **arrange** for a mutually satisfactory date with the Administrator or his designate one (1) week before the meeting.
- b. **Such meetings shall take place** at the end of the day shift and the Employer shall endeavour to make arrangements to permit employees **who** must otherwise be on duty to attend **these** meetings for up to one-half ( $\frac{1}{2}$ ) hour without **loss** of pay. No payment of overtime shall be paid to any employee for attending such meetings. It is **agreed that** a minimum staff, as mutually determined, must be maintained at **all times in the Nursing Home**.
- 3.06 Stewards who are requested by the **Employer** to attend a meeting on **their day off** will be paid **for** actual hours spent in the meeting with a minimum of **two (2) hours pay**.

**The Union will endeavour to assure that it has elected or appointed stewards to be available during day shifts.**

**ARTICLE 4 - NO STRIKES OR LOCKOUTS**

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

**ARTICLE 5  
UNION MEMBERSHIP AND CHECKOFF**

- 5.01 Neither the Employer nor the Union will**

compel employees to join the Union. *The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward in order to give the Steward an opportunity to describe the Union's purposes and representation policies to the new employee.*

- 5.02 ~~me~~ The Union agrees that ~~it~~ shall make membership in the Union available to all employees covered by this Agreement.
- 5.03 The Employer is authorized and shall deduct from each employee's pay an amount equal to Union dues, *in accordance with the Union's policy on dues payment. Such deductions shall go into effect with the first month of employment of an employee. The Employer shall also deduct and remit any authorized initiation fees owing to the Union.*
- 5.04 a. The total amount checked off will be turned over to the Union treasurer each month within a week after the last checkoff for the month is made,



together **with** an itemized list of the employees for whom the deductions are made **and the** amount **checked** off for **each**. The Employer shall **be** saved harmless for all deductions and payments made.

- b. The Employer shall annually report on an employee's T-4 form (income **tax** slip) the amount of Union dues deducted from the employee in that year and forwarded to the Union on the **employee's** behalf.

**5.05** Employees who, because of conscientious objection cannot support the Union, may **apply** to the Union in writing **explaining** their objections **and** requesting that **their** deducted monies be **forwarded** to a registered Canadian charitable organization. **If, in** the **judgment** of the Union, **an** employee's objections to **supporting** the Union **are** valid, the Union will honour the employee's **request** and **forward** her deducted monies at the end of the calendar year to a **charitable** organization which will be selected by mutual agreement between the employee and **the** Union.

**ARTICLE 6 - PROBATIONARY PERIOD**

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

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

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

**6.02 On or before the expiry date of the probation period, the Employer will confirm**

to the employee the decision:

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

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

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

- 6.03** Employees hired as part-time employees and who have completed their probationary

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

- 6.04 During the probationary period, an employee shall not receive any holidays (Article 17), vacation time (Article 18), health and welfare benefits (Article 19), sick leave (Article 20), uniform allowance (Article 26), leave of absence (Article 22) or any other benefits except for those allowed under the *Employment Standards Act*
- 6.05 Upon completion of the probationary period, each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire. In addition, each new employee shall be credited from the date of hire with the appropriate sick leave credits and uniform allowances.
- 6.06 The employee involved in the orientation/familiarization will confirm that

it has been completed and this will be noted on the newly hired employee's personnel file which will be reviewed with such employee and the employee shall also be able to comment. The newly hired employee shall acknowledge her reading of all orientation/familiarization procedures, if available, and all required procedural manuals, job descriptions, rules and regulations pertaining to the employee hired at the Employer's Nursing Home by signing a written acknowledgment provided by the Employer.

#### **ARTICLE 7 - WAGE PROGRESSION**

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

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**ARTICLE 8 - PART-TIME EMPLOYEES**

- 8.01 a. The Employer will make the insurances outlined in Article 19 and the sick leave provisions outlined in Article 20 available to part-time employees and will pay fifty percent (50%) of the premium paid for full-time employees, for those part-time employees who participate. (Employees may choose one, several or all of the insurances.)
- b. Part-time employees hired prior to July 14, 1988, may continue to receive seventy cents (700) per hour worked in addition to the wage rates outlined in Schedule "B". This premium shall serve as compensation in lieu of the insurances as outlined in Article 19 and sick leave outlined in Article 20. In the event of change of status from part-time to full-time, employees will participate in the benefit programs available to the full-time employees. In the event of a change of status from full-time to part-time, employees will continue to participate in the benefit programs on the prorata basis.

Part-time employees currently receiving seventy cents (700) per hour in lieu of

benefits may join the **prorata** benefits program during the months of January and July of each year. **Carrier** approval is required and some **restrictions** apply.

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

- c. The payment in lieu of benefits as set out in this section is not **available** to employees hired after July 14, 1988 except as agreed to by the **parties**.

**8.02 Part-time employees who** were, as of May 15, 1987, receiving **Employer** premium payment for the insurances outlined in **Article 19** and were eligible for other benefits, **shall** continue to participate in and receive these benefits the same as full-time employees until **such** time as their **scheduled** hours are reduced below twenty-two and **one-half (22½)** hours **per** week.

**8.03 Part-time employees who** choose to continue to receive the **part-time in lieu** of payments and who were employed prior to **June 1, 1978** shall retain their

**accumulated sick** days for use in cases of sickness or for "cash-out" purposes as outlined in Article 20. **Such an employee** shall not accumulate any additional sick days **while** employed as a part-time employee.

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

#### **ARTICLE 9 - JOB POSTING AND VACANCIES**

- 9.01 When filling any vacancy, the Employer shall give preference to qualified applicants in the following order of preference:
- a. **employees** with seniority within the classifications
  - b. employees with seniority in **the Home**, (i.e., bargaining unit seniority)
  - c. **employees** who have not attained seniority
  - d. applicants from **outside** the Home

The Employer shall inform **any** laid off **employees** with seniority at **their** last known address of vacancies which occur during



their layoff.

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

**9.02** The Employer will post permanent job vacancies and temporary vacancies that are expected to be for a period of four (4) weeks or longer, or that have been vacant for four (4) weeks and there is **no** firm, written commitment that the absent **employee will** return within **two (2) weeks** **of** the time the four (4) week period expires, The posting will indicate:

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

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

- a. skill, **qualifications** and ability

**b. seniority**

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

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

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

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

The Employer will fill openings resulting from the second job posting at its discretion, based on Articles 9.01 and

9.03, after the **successful** applicant for the second **posting is** made known. If the applicant for whatever reason fails to complete the first thirty (30) days of the **posting** the Employer may appoint another applicant who ~~the~~ Employer would have selected according to the terms of the collective agreement without **posting** for the position.

- 9.05 a. The employee selected to fill a vacant **position** shall hold that position on a **trial** period for **up** to thirty (30) days worked by the employee. The position shall become permanent after the trial period **unless:**
- i. the employee feels that she is not suitable for ~~the~~ job and **wishes to** return to ~~her former~~ position; or
  - ii. the Employer feels that the employee **is** not suitable for ~~the~~ Job.

In either case, the employee will return to her former position and wage rate without loss of **seniority**. Any other employee promoted or transferred as a result of the **rearrangement** of ~~the~~ **position(s)** shall also be **returned** to her

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

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

if the employee is selected to fill the vacancy, she shall be paid at the start rate of the vacant position she fills.

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

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

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

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

**9.07** The Employer may fill posted vacancies temporarily until a permanent candidate **is** selected.

**9.08** In the event the regular hours of a **part** time position are increased such that the position **becomes** a full **time** position, other

than on a temporary **basis** for the purpose of covering absences, the said full time position shall be **posted**. The incumbent, if not the successful applicant, **shall be laid off** in accordance with the collective agreement, without the need for further **notice** of lay off.

9.09 Employees *who* are on vacation may indicate in **advance** their desire to apply for a posting if such a posting **should** occur during **their** absence. In such a case, the Employer shall fill the vacancy temporarily. The employee **giving** advance notice **must** get a duplicate of the notice, signed as received by **the supervisor** concerned.

9.10 **The successful** applicant for a temporary job posting **is** not eligible to apply for another posting until **the** temporary position has **terminated** or unless **the posting** being applied for has more hours or is permanent in nature.

## **ARTICLE 10**

### **JOB CLASSIFICATIONS AND RATES OF PAY**

10.01 Employees shall be classified and paid in accordance with **Schedule "B"** attached

hereto.

10.02 Wages shall ~~be~~ paid by the **Employer** on a biweekly basis, via direct **deposit** to the banking institution (~~bank or~~ credit union) of the employee's choice. The pay will be deposited in the **employee's** account and available to her by 6:00 a.m. on the applicable **Thursday**. Pay stubs will be handed out to employees as **soon** as available and shall indicate the payments for vacation by vacation year and any payments for vacation outstanding by **vacation** year.

10.03 When an **employee who is** scheduled and **reports** for work in a normal manner and ~~is~~ **notified** that no work is available, ~~she~~ shall receive a minimum of four (4) hours of **pay**.

If the foregoing occurs for the **11:00 p.m. shift**, the **employee will** not be sent home but will work and be paid for the full **11:00 p.m. to 7:00 a.m. shift**.

10.04 a. When an employee ~~is~~ "called in" for an **emergency**, she shall **receive** a minimum of four (4) hours pay at the appropriate rate. If an **employee is** called **one (1) hour** or more before she is **scheduled** to report for work and



informed that she is not to **report** for work than the provisions of **this** Article shall not apply.

- b. **An employee may** request to **have her name added** to the end of one additional call in list other than **the** classification **group** in which she works, provided that she is immediately qualified to do the work of that classification. The employee **shall** commence to earn seniority in the additional classification after the first call in shift. **It is understood** that an employee may only place her name on the call in list **if** she works less than seventyfive (75) hours **bi-weekly** and is available to **do** the call ins without incurring overtime.

The employee **who places her** name on the additional call-in list shall be paid for the time **worked in** the call-in classification at the rate which is equal to her regular rate, or in the absence of an equal **rate**, at the rate in **the** classification which is **closest and** greater to **the employee's regular rate**. In the event the rate of the employee is greater than **the** maximum rate in the classification for **which she is called in**,

she shall be paid *the* maximum rate of *the* classification for which she is called in.

10.05 Employees called in for an employee who has not started her shift shall be paid for the full shift called in for, even if they report late due to short notice. It shall be *the* responsibility of the Employer to ascertain the approximate time the called-in employee is able to report for work.

10.06 a. Prior to establishing a new classification the parties shall discuss and consult with each other on the requirements and qualifications for the new classification, and they will negotiate wage rates for such a new classification. If they fail to reach an agreement on wage rates, they shall submit the *dispute* to arbitration.

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

Employees wanting to upgrade themselves will be given the opportunity

to apply for new positions in accordance with the provisions of Article 9, provided:

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

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

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

**10.08 Shift Premium**

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

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

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

**10.11 Responsibility Allowance for Work Outside the Bargaining Unit**

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

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

**ARTICLE 11 - WORK SCHEDULES, HOURS OF WORK & OVERTIME**

11.01 Barring unforeseen circumstances, the Employer shall post work schedules on a four (4) week basis at least one (1) week prior to the effective date of the schedule. No changes shall be made in the schedule of the employees once the effective date has been reached unless the employee(s) agrees. Employees who have days or hours added to their schedule after the work schedule is posted shall be so informed personally by the Employer at the time that the extra work is added to the schedule.

11.02 Employees will not be moved to other shifts unless mutually agreed upon or unless they were hired for all shifts.

11.03 a. New employees in all classifications except that of R.P.N. shall receive four (4) working shifts of orientation. New employees in the R.P.N. classification

shall receive *five (5)* working shifts of orientation.

- b. Orientation time shall be scheduled on all shifts and an employee being oriented shall be an "extra" in addition to the regular number of employees.
- c. During orientation the new employee shall be paid at three dollars (\$3.00) per hour below the starting rate in effect for her classification. Upon the successful completion of her probationary period, the new employee will be paid three dollars (\$3.00) per hour adjustment for all hours worked during orientation.

11.04 It is agreed that the normal shifts shall be as follows:

- a. The first shift of the day shall commence at 11:00 p.m. and finish at 7:00 a.m.
- b. The second shift of the day shall commence at 7:00 a.m. and finish at 3:00 p.m.
- c. The third shift of the day shall commence at 3:00 p.m. and finish at

11:00 p.m.

The parties recognize that there are existing shifts, including short shifts, that vary from the times set out above and that there may be a requirement to change shifts or establish alternative shifts in the future.

Changes, if required, will be based on the need to provide efficient, quality care for residents. Changes will not be implemented without concern for and without consultation and mutual agreement with the Union,

- d. No nursing staff employee shall be scheduled to work more than two (2) different shifts in one (1) work week without a break of at least sixteen (16) hours, and in the case of a nursing staff employee coming off night shift(s) to another shift, the break shall be at least twenty-four (24) hours unless the employee agrees otherwise.

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

hours.

Notwithstanding the foregoing, employees may be called in provided there is an eight (8) hours break *between shifts*.

- e. An employee may, with the consent of the supervisor, be scheduled to work all shifts provided there is a sixteen (16) hour break between shifts.
- f. No employee shall work more than seven (7) consecutive days, (and the Employer will endeavour to schedule an employee to work no more than six (6) consecutive days), and no more than twenty (20) shifts in any four (4) week period. Employees may exchange working days and days off providing such change is approved by the supervisor and providing no employee shall work in excess of eight (8) consecutive days due to such an exchange or more than twenty (20) shifts in any four (4) week period. If there are scheduling difficulties, the Employer and the Union shall meet to arrive at a mutually satisfactory solution.



- g. A full-time employee may have "split days" off during the work schedule. However, a full-time employee assigned to the night shift (11:00 p.m. to 7:00 a.m.) shall not have split days off. Such employee shall be scheduled with a minimum of two (2) full shifts off together.

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

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

- 11.05 A part-time employee will be committed to work additional days (to a total of three (3) days per week) upon request by the Employer, specifically during the summer months and at the Christmas-New Year period to replace a full-time employee. The Employer will recognize the integrity of the

**part-time position and** will not make unreasonable **requests** for **additional** work by part-time employees. Unreasonable or consistent **refusal** by a **part-time** employee to work **additional** days upon request may result in disciplinary action.

- 11.06** Full-time employees with five (5) years or more seniority may be **allowed** to reduce **their** work schedule to a **minimum of eight (8) shifts** in a two (2) week pay period. The employee will **specify** the time duration in advance. When an employee working such a reduced schedule leaves her position, **the** position will be posted without **the** shift reduction. Part-time employees taking these extra **shifts are** not eligible to **receive** full-time benefits. It is understood that this reduction in shifts and hours of work will not create an increase in the **total compensation** cost of the **bi-weekly** pay period.
- 11.07** Part-time employees shall not be used to deprive full-time employees of the maximum allowable hours where reasonably possible.
- 11.08** A full-time employee shall be **paid** overtime at the rate of one and one-half (**1½**) times her **straight time** hourly rate for **all** hours

worked:

- a. ~~in~~ excess of seven and one-half (7½) hours ~~on~~ any work day;
- b. in excess of seven **and one-half** (7½) hours **worked** consecutively;
- c. in excess of twenty (20) ~~shifts~~ in a four (4) week period;
- d. on **an assigned** day off when the **work** is in excess of ten (10) **shifts** in the **two** (2) week pay period, except if such work is performed as a result of a voluntary switch in hours **with** another employee.

**11.09** A part-time **employee** shall be paid overtime at the rate ~~of~~ one and one-half (1½) times her straight time hourly rate for all **hours worked**:

- a. ~~in~~ excess of **seven and** one-half (7½) hours ~~on~~ any work day;
- b. In excess of Seven and one-half (7½) hours worked consecutively;
- c. in excess of five (5) **shifts** worked consecutively.

- 11.10 All overtime must be authorized by the supervisor, and a call-in is deemed to **constitute** such authorization. **There** shall be no pyramiding of overtime and/or premium pay under any provision of **this** Agreement.
- 11.11 The Employer **shall** make every reasonable effort to call in relief **staff** from the same classification for **any** employee **who does** not report **for** work **after** giving proper notice, including offering **some** of the staff shortage time to employees who are working short shifts.
- 11.12 a **If** the return to work of **an** employee from maternity **leave**, compensable or non-compensable injury or illness or any **other** leave of **absence** results in **the** displacement of another employee or employees, the Employer shall not **be** responsible or liable for any payment to an employee or employees so displaced **resulting** from **her** reassignment to **work and** the resulting disruption **of** the work schedule **of** other **employees**. However, **the** Employer shall see to **it** that a displaced **employee** is given reasonable notice **of** **reassignment**.

- b. If an employee returns early from a leave of absence they will be allowed to do so provided that they provide the Employer with a minimum of two (2) weeks notice, They will be reinstated on the following posted schedule.

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

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

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

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

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**ARTICLE 12**  
**ABSENCE FROM WORK AND REPORTING**

**12.01 Calling in Absent**

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

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

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

**12.02 Notice of Return to Work**

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

<b>Period of Absence</b>	<b>Adv. Notice Period</b>
1 day	2 hrs
2 - 7 days	8 hours

~~over 7 days~~ .and  
up to 14 days      48 hours  
~~over 14 days~~      72 hours

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

**ARTICLE 13 - LUNCH AND REST PERIODS**

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

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

Shift of less than 6 hrs . . . . . 1 break  
Shift of 6 hours or more . . . . . 2 breaks

13.02 Employees shall be granted a minimum of one-half (½) hour unpaid lunch period for each shift of five (5) hours or more duration.

- 13.03 An employee who works more than four (4) hours of overtime after completion of her regular shift shall be provided with a free meal after each four (4) hours of overtime.
- 13.04 Employees shall be allowed to take their full breaks as set out in Articles 13.01 and 13.02 without interruption, except in cases of fire drills and emergencies. Interrupted breaks shall be extended for the portion missed.

#### ARTICLE 14 - SENIORITY

- 14.01 a. Seniority, (bargaining unit seniority), is the ranking of employees in accordance with their length of employment from *their* last date of hire as obtained following the completion of the probation period as set out in Article 6.
- b. Effective on ratification, seniority for part time employees for the purposes of job postings, vacation choice and wage progression shall be based on hours as per Article 7.01.
- 14.02 Classification seniority as ~~referred~~ to in Article 9.01 (a) is the ranking of employees



In accordance with their length of time worked within the following classification groupings:

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

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

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

- a. voluntarily quits the employ of *the* Employer;
- b. is discharged **and** such discharge is not reversed through the grievance procedure;
- c. fails to report **on** the first day following the **expiration** of a leave of absence unless **she** has a justifiable reason:

- 
- d. ~~is~~ laid off for a continuous period of more than eighteen (18) months;
  - e. has been absent for five (5) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is given;
  - f. retires or is retired
  - g. is off work due to illness or other physical disability for the lesser of a period equal to her seniority at the time that the illness commences or twenty-four (24) months. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code:
  - h. obtains gainful employment while on a leave of absence from work;
  - i. has been employed by the Employer for less than one (1) year and has been receiving Workers' Compensation, as a result of a work related injury while in the employ of the Employer, for twelve (12) months;
  - j. has been employed by the Employer for one (1) year or longer and has been

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receiving Workers' Compensation, as a result of work-related injury while in the employ of the Employer, for twenty-four (24) months.

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

#### **ARTICLE 15 - REHIRING AND TRANSFERS**

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

Upon completion of the probationary period, seniority and service will accrue

from date of last hire.

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

**15.03** An employee who transfers to any Nursing Home covered by this Collective Agreement shall retain all seniority from the date of first hiring. The employee shall retain credit for sick days and vacation pay. The employee, when reporting to the new Nursing Home, shall be subject to the following:

- a. serve a trial period of thirty (30) days worked by the employee if employed in a similar classification. The employee's seniority shall be retained at her former location until the completion of this trial period.
- b. if working in a similar classification, the employee shall be paid according to total hours of employment;
- c. if working in a different classification,

she shall serve the probationary period and the employee shall receive the after probation rate provided she has completed the probationary period;

- d. under no circumstances shall the employee's rate of pay be decreased.

#### ARTICLE 16 - LAYOFFS

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

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

- 16.02 a. In the case of layoffs, the Employer will recognize the seniority standing of each

employee as the continued performance of her work permits according to the following. Ability to perform available work being relatively equal in the Employer's judgement, seniority shall prevail, so that the employee having the highest seniority shall be laid off last and recalled first, provided that the employee has the necessary basic qualifications where immediately required, or where not immediately required, within the time frame specified under Article 9.05(b).

Subject to the foregoing, an employee to be laid off shall first displace the least senior employee with a relatively equal number of regularly scheduled hours, (that is not more than five [5] hours more biweekly than her regularly scheduled position) within her shift. If there is no less senior employee with a relatively equal number of regularly scheduled hours on her shift, or if the employee to be laid off is the least senior employee on her shift, then she shall displace the least senior employee with a relatively equal number of regularly scheduled hours on another shift. If the employee to be laid off chooses, she may displace the least

senior employee on her shift with a lesser number of regularly scheduled hours. If there is no such employee on her shift, she may **displace a less** senior employee with a lesser number of regularly scheduled hours on another shift. Under no circumstances may a part time employee displace a full time employee under the above procedure.

- b. The Employer shall make every effort to minimize the effect on regularly scheduled positions where **this** can be reasonably accommodated within the work schedule and **the** operations of the Home.

Where less than five (5) hours biweekly have been reduced within a classification, **prior** to the Employer subsequently reinstating those hours, the Employer will make every **effort** to reinstate those hours to the employees **who** were reduced before new positions are added within that classification or an employee is recalled to that classification from a full layoff.

For short-term layoffs (**less** than thirteen [**13**] weeks duration] the Employer, whenever **possible**, shall give

~~the~~ employees concerned, as well as the Union, a ~~two (2)~~ week notice of the intention to lay off ~~employee(s)~~. Such notice to ~~the~~ Union shall not be in addition to the notice provided to individual employees.

**16.03** The Employer, whenever possible, shall give ~~the~~ Union and the employees concerned ~~six (6) weeks'~~ notice of the intention to lay off employees when the layoff is expected to be permanent or long-term [~~in excess of thirteen (13) weeks duration~~]. Such notice to the Union is not in addition to the notice provided to employees. Length of ~~notice~~ to individual ~~employees shall~~ be in accordance with the Employment Standards Act. Employees with ~~nine (9) years of seniority or greater shall be provided with one (1) additional week's notice for each year of seniority, to a maximum of twelve (12) weeks'~~ notice.

**16.04** An employees whose position is subject to layoff ~~or~~ reduction of hours shall have the right at ~~the~~ employees option to either:

- a. accept the layoff or reduction, or
- b. displace an employee under ~~the~~ provisions of 16.02 (a).



An employee will have five (5) calendar days following written notification to indicate their choice. Failure to indicate within the **above** time limit will be deemed to mean that the layoff or reduction is accepted.

**16.05 Recall Rights**

- a. An employee shall **have the opportunity of recall** from a **layoff to an available** opening, in order of seniority, provided she has **the ability** and qualification as required to **perform the work after** such opening is filled on a regular basis under the job posting procedure prior to **the posting of the job**.
- b. An **employee recalled to work** in a different classification from which **she was laid off** or an employee who was bumped out of a **classification to** maintain her hours shall have the option of returning to the position she held prior to **the layoff should it become** vacant within twelve **(12) months of being recalled. This option may only be offered** once.
- c. No new **employee shall** be hired until **all those laid off have been given an**

**opportunity to return to work** according to **the terms** of the Collective Agreement and have failed to do so, or in accordance with Article 14.04, have lost their seniority and were deemed terminated.

16.06 It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within three (3) working days (exclusive of Saturday, Sunday or holidays) after being notified to do so by registered mail, addressed to the last known address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing), and to return to work within ten (10) working days after being notified, or such time as mutually agreed to between the employee and the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address and telephone number being on record with the Employer, If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach that employee.

- 16.07** Employees on layoff of notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such a recall and may instead remain on layoff. **This** provision supersedes the job posting provision. The Employer is not required to give notice of subsequent layoff to the Union nor an employee who is recalled to fill such a temporary vacancy.
- 16.08** If an employee or the Union wishes to file a grievance about a layoff, **this** shall be done through the grievance procedure.
- 16.09 Termination**  
An employee, whenever possible, shall give a minimum of two (2) weeks notice of termination of employment.
- 16.10** The Employer shall give a minimum of two (2) weeks notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice except in case of dismissal for cause or termination during the probationary period. If, by law, a longer notice of termination must be given or a greater sum paid in lieu of such notice, such longer notice must be

provided or greater sum paid.

**16.11 Retirement**

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

**ARTICLE 17 - PAID HOLIDAYS**

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

- |                              |                       |
|------------------------------|-----------------------|
| · New Year's Day             | Labour Day            |
| Heritage Day                 | Thanksgiving Day      |
| (3 <sup>rd</sup> Mon in Feb) | Christmas Day         |
| Good Friday                  | Boxing Day            |
| Victoria Day                 | 2 float Days (see (b) |
| Canada Day                   | below)                |
| Civic Holiday                |                       |

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

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

- c. If another federal, provincial **or** municipal **holiday** should be proclaimed during ~~the~~ term of this Agreement, such additional holiday **will** replace one of the designated holidays or the **float** holiday set out in this Article.
- d. During their probation period, full-time employees **will** qualify for holidays and holiday pay in line with the provisions of the *Employment Standards Act*.

**17.02** A full-time employee assigned to work on a **paid holiday shall** be paid at the rate of one and one-half (1½) times the regular hourly rate for each hour worked, in addition to regular wages for the holiday.

**17.03** **If any of the above named holidays** fall on a **full-time** employee's regular day off, the employee is **entitled** to receive an additional day off with pay in lieu thereof, within sixty (60) calendar days following the **holiday**. **This** day will be at a mutually agreeable time between the employee and the Employer. **Failing mutual agreement as to the** scheduling of a lieu day or, if the employee prefers, she shall receive one (1) day's pay.

**17.04 Part-time Employees**

a Part-time employees who have completed their probationary period **shall be** entitled to the following holidays paid at their regular rate of pay:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Two float Days
Labour Day	

Taking of a "float" day is based on the conditions of 17.01(b), and employees will qualify in accordance with 17.04(d).

- b. A part-time employee, irrespective of the number of days worked, working on a paid holiday as designated in Article 17.04(a) shall be paid at the rate of one and one-half (1½) times her regular hourly rate for each hour worked in addition to regular wages for the holiday.
- c. A part-time employee assigned to work on a holiday designated in Article 17.01 (a); other than the Float Holiday, and such \*holiday is not designated in Article 17.04 (a), shall be paid double (2x) time for each hour worked.
- d. A part-time employee not working on a holiday as designated in Article 17.04 (a) shall not be entitled to a paid holiday unless she has worked on four (4) days during the four (4) weeks immediately preceding the holiday.
- e. While on probation, part-time employees shall receive payment for holidays in accordance with the

provisions of the *Employment Standards Act*.

- 17.05 a. An employee shall not be entitled to holiday pay unless she reports for work on her last scheduled shift before the holiday and on her first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by the Employer or if she is ill on one of the qualifying days and produces an appropriate doctor's certificate.
- b. No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday, she shall only receive holiday pay.
- 17.06 If an employee misses a qualifying day when there are two (2) or more consecutive holidays, the employee shall lose one (1) holiday for each qualifying day missed and one (1) further holiday for each day missed in succession to the qualifying day.
- 17.07 An employee, who is on leave of absence during one of the paid holidays or one of the qualifying days will receive holiday pay provided she worked within thirty (30) days before the holiday.



**17.08** Employees shall be scheduled to work on Christmas Day of one **year** or New Year's Day of the next **year** but not on both of these holidays. If an employee **has worked** on Christmas Day the previous **year**, the Employer **shall make** every effort not to schedule her for Christmas Day the following **year**.

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

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

**17.09** A part-time employee who becomes a full-time employee **must** have completed her **probationary** period before she **is** entitled to paid holidays **outlined** in Article 17.01.

**17.10 Lieu Days**

If a paid holiday occurs during the vacation period of a full-time or part-time employee, **such** employee shall receive **an** additional day's pay in lieu of the holiday at straight time.

An employee may, however, prior to going on vacation, inform her Supervisor of her preference to **take** another additional day off with pay. **Such** day must be requested two (2) weeks in advance. Granting of Same **is subject** to the operations of the Home.

- 17.11** Full-time employees who work a paid holiday may select with the approval **of** their **supervisor**, another day off in lieu of the paid holiday. **Such** lieu days may be accumulated to a maximum of five (5) and taken together, **but** not during June, July and August **or** at **the** Christmas holiday period. A lieu day can be taken up to five (5) days **before** a holiday on which the employee **is** scheduled to work.

Employees who wish to opt for a **lieu** day shall indicate this to the Employer **at** least **two (2)** weeks in advance of the paid holiday worked, and then will be paid at the rate of one and one-half (**1 1/2**) times her regular rate, with the remaining pay (**straight** time **for** the holiday) paid on the day taken off in lieu of the paid holiday worked. If any lieu days are not taken by the year-end they **will be** paid out to the employee by December **31st** of the year.

**ARTICLE 18 - VACATION AND VACATION PAY****18.01 Full-time Employees**

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

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

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

**18.02 Part-Time Employees**

Part-time employees shall be entitled to

vacation with eligibility determined on the basis of 1950 hours equaling one (1) year of service.

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

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

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

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

- 18.06 a. The completed vacation schedule shall be determined, if possible, in discussions between the Employer and the Union Stewards between April 1 and April 15. The guiding factors shall be seniority and family circumstances. Whenever a conflict arises that cannot be settled amicably, the dispute shall be resolved by the Employer.
- b. It is general practice not to allow employees to take vacation from December 15<sup>th</sup> through January 15<sup>th</sup> due to the three named holidays and increased family and resident expectations during that time period. Notwithstanding this position, requests on an individual basis will be considered, providing operational scheduling and holiday commitments can be met.
- 18.07 a. Consistent with the provisions of the Employment Standards Act, employees shall take not less than three (3) weeks of their vacation in segments which are at least one (1) week in duration.
- b. Nevertheless, if an employee is entitled to more than three (3) week of vacation time in a given year, she may

carry the additional time over into the following calendar year and be entitled to take the time prior to April 30<sup>th</sup>.

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

- 18.08 The Employer shall post the final schedule on ~~or~~ about April 15. **This schedule shall not be changed except with** the consent of the Employer, the Steward and the employee(s) affected.
- 18.09 a. Vacation pay is to be paid to an **employee by a** separate cheque.
- b. An employee **may**, on ~~the~~ form provided, request and be paid her vacation **pay** several times a year provided adequate notice is given.
- c. Changes in vacation time and vacation pay percentage for an employee **shall** be effective on **the employee's anniversary date**, in the case of full-time employees, or on the **calculated** date, in the case of part-time **employees**.

**ARTICLE 19 - INSURANCE PLAN**

**19.01.** The Employer agrees to contribute **one hundred percent (100%)** of the premium cost of the following plans for full-time employees (and their families where **applicable**) who have completed their probationary period.

- a. Life Insurance **Plan** providing \$25,000 life insurance coverage.
- b. Accidental Death & Dismemberment **benefit of \$25,000.**
- c. Extended Health Care benefit including a Drug Plan. **The amount deductible** for health benefits is \$10.00 per individual, \$20.00 per family, once per calendar year.

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

The Extended Health Care benefit includes a Vision Care Plan providing coverage for **lenses** and frames to a maximum amount of \$100.00 every

two (2) years per person for each employee and eligible family members. Effective January 1, 1999 this benefit is increased to \$125.00.

**19.02** The Employer agrees to pay seventy-five percent (75%) of the cost of a Dental Plan equivalent to the Blue Cross No. 9 Plan, with a \$12.50 per individual and a \$25.00 per family deductible amount once per calendar year with a one year lag on the ODA fee schedule adjusted January 1<sup>st</sup> of each year.

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

- a. The employee may choose one, several or all of the insurances outlined in Articles 19.01 and 19.02.
- b. The Employer will pay fifty percent (50%) of the premium paid for full-time employees' for all the insurances chosen by a part-time employee with the remaining premium cost deducted from the part-time employee's pay.
- c. A part-time employee, as per Article 9.02, assuming a temporary full-time



position shall be entitled to 100% Employer-paid premiums for the **insured** benefits the employee was enrolled in prior to commencement of **the** full-time position.

- i. The 100% Employer-paid premium shall commence the month following **the** commencement of the full-time position.
- ii. The Employer's **portion** of the premium shall be reduced to 50% the month following the return to part-time.
- iii. A part-time employee who receives money in **lieu**, may elect to continue to receive **±** or opt **for** benefit coverage. **It is** understood that once benefits are chosen **the** employee will no longer be eligible for the money in lieu when she returns to part-time.

19.04 a. **Coverage for all** of **the** insurances outlined in Articles 19.01 and 19.02 shall commence **for** full-time employees upon completion of the employee's **probation** period, and for part-time employees, **subject** to Article

8, upon completion of their probationary period or six (6) months, whichever comes first.

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

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

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

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

the first year of coverage.

- c. All employees covered by the Insurances **shall** be supplied with a copy of a **booklet**, as provided by the insurance company, outlining the **coverage to** which they are entitled.
- d. The Employer **will** ensure the availability of **insured benefit** coverage **as in** effect prior to the commencement of this Agreement or as specifically amended by this Agreement.
- e. The Employer agrees to co-operate with the CLAC Health Fund by deducting bi-weekly premiums **and** by providing the appropriate employee information required for the operation of **the** employee paid Long Term Disability (LTD) Plan for all permanent full time employees.

#### 19.05 Benefit Premiums

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

- a. **during the month in which the** employee's **leave of absence without**

pay commences;

- b. while the employee is off due to illness, including the period when receiving paid sick leave benefits paid by the Employer, up to a maximum of three (3) calendar months;
- c. while in receipt of compensation from the Workplace Safety and Insurance Board as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;
- d. while on maternity/parenting leave, for the period it is required to pay benefit premiums, in line with government legislation.

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

19.06 The Employer shall make arrangements

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

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

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

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

**a. Annual Medical**

The employee is responsible for the

completion of the medical form provided by the facility.

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

#### ARTICLE 20 - SICK LEAVE

- 20.01 a. Full-time employees shall be entitled to accumulate one and one-half (1½) sick days per month of employment after they have completed their probationary period. Payment for a sick day shall commence with the first day of sickness. In order to establish credit for a sick day, when an employee has worked for a portion of a particular month, the employee is to have worked a minimum of eighty-five (85) hours in order to receive credit for a sick day for that particular month.
- b. Part-time employees hired July 14, 1988, or thereafter, and part-time

employees who choose to participate in the insurance and sick leave provisions as provided for in Article 8 of this agreement will be entitled to accumulate 11.25 hours of sick leave credit for each 162.5 hours paid by the Employer to a maximum of 810 hours.

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

20.02 An employee absent from work **because** of an injury that ~~is~~ compensable under the Workplace Safety *and Insurance* Act shall

not lose any accumulated sick days.

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

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

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

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

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



**20.07 Employment Ins. Premium Reduction**

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

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

**ARTICLE 21 - PENSION PLAN**

**21.01** This plan applies to all employees covered by this Collective Agreement.

**21.02** It is mandatory for all employees with six (6) months employment to participate in the Pension Plan. New employees will join the Plan immediately upon completing six (6) months of employment.

- 21.03 The Employer shall deduct from the covered wages of each eligible employee, each pay, an amount equal to four percent (4%) of such covered wages. An employee may give notice to the Employer that she agrees to have deducted for the full calendar year an additional amount from her covered wages and the Employer shall deduct and remit the said amount. Notice shall be given prior to December for the following calendar year and once given, shall not be revoked for that year.
- 21.04 The Employer shall pay an amount equal to four percent (4%) of the covered wages of each eligible employee.
- 21.05 Covered wages as set out in 21.03 and 21.04 above include straight time hourly wages, the straight time portion of holiday pay and vacation pay. All other earnings are excluded.
- 21.06 The Employer will remit the employee's and the Employer's contribution to Pension Plan # 0398594, a registered money purchase plan, within thirty (30) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each.

21.07 The Employer and the Union will cooperate in providing the information required to administer the pension plan on the employee's behalf. The plan shall be responsible for informing the employees about the plan including an annual statement to each employee, showing their previous years balance, new contributions made, new earnings and new balance.

**21.08 Contribution Continuation**

The Employer shall continue to pay its portion of pension contributions, provided employees continue to pay their portion as follows:

- a. while in receipt of compensation from the Workplace Safety and Insurance Board as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;
- b. while on maternity/parenting leave, for the period It is required to continue pension contributions, in line with government legislation;

Employer and employee contributions will be based on the employee's average covered wages during their four (4) regular pay periods prior to being off work.

Employees must make arrangements with the Employer to pay their portion of all **pension** contributions to the Employer by the 15<sup>th</sup> of the month in which they are due.

#### **ARTICLE 22 - LEAVE OF ABSENCE**

- 22.01** The Administrator may grant a **request for** a leave of absence without pay for personal reasons providing that she receives at least one **(1)** month's notice in writing, unless impossible. Such a leave may be arranged to the mutual satisfaction of both parties and request for such leave shall not be unreasonably withheld. Applicants **must** when applying, indicate the date of departure and **specify** the date of return.
- 22.02** **The** Employer will give a written reply to the request within one **(1)** week after **he** has received **the** request. If the request is **denied**, the Employer shall state **the** reasons **in the** reply. The Union shall **receive** a copy of the reply.
- 22.03** Employees on leave of absence, sick leave or Workers' compensation **will** not engage **in** **gainful** employment **elsewhere**. An **employee** who violates this rule will forfeit

all seniority ~~rights~~ and privileges and may be dismissed by ~~the~~ Employer

22.04 Employees ~~who~~ overstay their leave of absence of any ~~kind~~ shall be considered to have terminated their employment unless they obtained ~~permission~~ from the Employer or provide the Employer with a satisfactory explanation.

22.05 To qualify for leaves of absence, an employee must have completed her probationary ~~period~~. No ~~benefits~~ except as hereinafter provided shall accrue or be paid to ~~any employee on~~ leave of absence.

22.06 An employee ~~who~~ has completed ~~less~~ than two (2) years of employment and is granted a leave of ~~absence~~ shall continue to accumulate ~~credits~~ for vacation, ~~sick~~ leave, wage ~~progression~~ and other benefits for a maximum of ~~one (1)~~ month.

22.07 An employee with more than ~~two (2)~~ years ~~of~~ employment who is granted a leave of absence will continue to accumulate credits for vacation, sick leave, wage progression ~~and~~ other benefits for a maximum of three (3) months.

22.08 If the leave of absence exceeds three (3)

months, such employee shall accumulate ~~no further~~ vacation or sick leave **credits** but shall continue to accumulate **seniority** subject to the **provisions of Article 14.**

**22.09 Unpaid leaves** of absence in excess of thirty **(30)** consecutive days **shall** not count as service to advance an employee to one **(1)**, two **(2)** or three **(3)** year wage **rates** in a job classification. However, a leave of absence, because of work-related disability or **illness, shall** count as service for wage progression purposes.

**22.10 Maternity, Adoption and Parental Leave** The following, in part, reflects the **provisions** of the *Employment Standards Act* on **these matters**. In all cases of dispute and where ~~the~~ Act as amended from time to time is superior, the **provisions of the Act will prevail.**

- a. An employee who is pregnant or who **adopts a child** ~~is~~ entitled to a leave of absence of up to seventeen (17) weeks. The employee must have **been in the employ** of the Employer for at least thirteen (13) weeks to qualify for the **leave** and for the payment of **above** EI benefits.

- b. The employee shall normally give the Employer written notice at least two (2) weeks in advance of the intended date of commencement and completion of the leave. In the case of pregnancy, the employee will provide the Employer with a medical doctor's statement of the estimated date of delivery.
- c. Where an employee intends to return to work sooner or later than the original date, she shall give the Employer at least two (2) weeks written notice in advance. Maternity or adoption leave may be extended beyond the seventeen (17) week period when recommended and certified by a medical doctor.
- d. Employees are entitled to a parental leave that must begin no later than fifty-two (52) weeks after the day the child is born or comes into custody, care and control of the parent for the first time. For employees on maternity leave, parental leave will begin immediately after the maternity leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took maternity leave and thirty-seven (37) if she did not. in all cases of parental

leave the employee must give at least two (2) weeks written notice of the intended date of Commencement and completion of the leave, and if the employee intends to return sooner than the original date the early return to work shall be subject to two (2) weeks written notice to the Employer.

22.11 a. **Paid Maternity Leave**

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

Such payment shall commence on a monthly basis following completion of the two week Employment Insurance



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

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

- b. The employee does not have any vested right except to receive payments for **the** covered **employment** period. The plan provides that payments in **respect** of guaranteed **annual** remuneration or in respect **of** deferred remuneration or **severance** pay benefits are not reduced or increased by

payments received under the plan.

**22.12 Union Leave**

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

**22.13 Education Leave**

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

Applicants, when applying, must indicate the date of departure and specific date of return.

**ARTICLE 23**  
**WORKPLACE SAFETY & INSURANCE ACT**

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

- a. An employee ~~Will not be eligible~~ for paid holidays, sick leave, ~~uniform~~ allowance or any other benefits ~~of this Agreement~~ except where specified ~~otherwise~~ during any absence covered under ~~the Workplace Safety and Insurance Board~~.
- b. Provided that an employee returns to work ~~within fifty-two (52) consecutive weeks of the date of illness or injury,~~ time spent on compensation under the Workplace Safety and Insurance Board **shall** be considered **as** time worked for the purpose of calculating the current year's vacation entitlement.
- c. An absence due to a compensable

accident, where the anticipated length of absence is two (2) months or more the Employer will post notice of the vacancy in accordance with the job posting procedure in the Agreement, Where the anticipated absence is less than two (2) months, the Employer may fill the position with part-time employees.

- d. The injured employee shall preserve seniority in line with Article 14.04 (i) or (j). Upon recommendation of the attending physician, the employee shall have the right to return to work. The doctor's recommendation should indicate that the employee has the physical capacity to fully perform the required work.
- e. An employee who returns to work within the period set out in Article 14.04 (i) or (j), shall return to her former job or its equivalent without loss of support or benefits accrued to the date of injury and may displace an employee with the least seniority in the same classification.
- f. If, on the recommendation of the attending physician, the employee is

capable only of performing work of a different kind or of a lighter nature and such work ~~is~~ available within the Nursing Home in a classification **which** is covered by this Agreement, then the returning employee **may** exercise her seniority by bumping into the job at the applicable **salary** level, displacing the employee with the least seniority in that classification.

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

#### **ARTICLE 24 - BEREAVEMENT LEAVE**

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

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

- b. An employee who has completed **the probationary** period and is bereaved **of** her spouse or a child shall **be** granted a leave of absence of five (5) days **with pay, provided** the employee attends the funeral.

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

- c. An employee who has not completed **the probationary** period shall be granted **the** leaves of absence in (a) and (b) of this **article**, however, **such leave may** be without **pay**.
- d. **Additional unpaid** bereavement leave will be granted if requested under (a) and **(b) above**.

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

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

work.

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

#### **ARTICLE 25 - JURY DUTY**

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

**25.02** The Employer shall reimburse an employee called as a subpoenaed witness at regular rates of pay for all scheduled work time missed, to a maximum of five (5) days per employee per calendar year. The Employer shall be provided with a copy of the

subpoena and the Employer may deduct any wage compensation amounts received under the subpoena from the employee's wages.

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

**ARTICLE 26 - APRONS AND UNIFORMS**

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

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

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

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



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

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

#### **ARTICLE 27 - TRANSPORTATION**

27.01 An employee on duty shall be paid twenty-eight cents (\$.28) per kilometer for authorized use of a personal vehicle on behalf of the Employer's Nursing Home. The Employer will review this rate of compensation from time to time.

27.02 Employees shall not transport residents.

#### **ARTICLE 28**

##### **WARNING, SUSPENSION AND DISCHARGE**

28.01 a When the behaviour or performance of an employee calls for a warning by the Employer, the warning shall be a written one and a copy of this warning shall be forwarded immediately to the Stewards and the Union. Letters of warning or discipline shall be removed

from an employee's file and record eighteen (18) months from the date of issue.

- b. The Employer shall **ensure** that a Steward is present when an employee is disciplined.
- c. In the event that a **supervisor** must **discipline** an **employee** when a Steward is not **available**, the supervisor **shall** administer the discipline and arrange to meet with the Steward and the employee **the** next **business** day.

**28.02** Within five (5) calendar days, excluding Saturdays, Sundays, and paid holidays, following a warning, the employee may **process** a complaint about the warning via the grievance procedure.

**28.03** Within five (5) calendar days, excluding Saturdays, Sundays and paid holidays, following a suspension or discharge, the **employee may**, together **with a** 'Union Representative, **question the** Employer about the reasons for the suspension or discharge. Within five (5) calendar days, excluding Saturdays, Sundays and paid holidays, following this discussion, the Union **may** process the complaint via Step

2 of the grievance procedure.

#### **ARTICLE 29 - GRIEVANCE PROCEDURE**

**29.01** The parties to this Agreement recognize the Stewards and the CLAC Representatives as the agents through which employees shall process their grievances.

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

**29.03** A Group **Grievance** is defined as a single grievance, signed by a Steward and a CLAC Representative on behalf of a **group of**

employees **who** have the same complaint. Such a grievance must **be** dealt with at successive stages **of** the grievance procedure commencing **with** step 1. The **grievors** shall **be** listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall **be** adjudicated as a **group grievance**.

**29.04** A Policy Grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. When submitted by the Employer, it can relate to **the** conduct of the Union, its Representative or Steward. A **policy** grievance may be submitted **by** either party to arbitration under Article 30, bypassing steps 1 and 2. A policy grievance shall **be** signed **by** a Steward and a CLAC Representative and submitted to the **Employer's** Representative and **it's** head office. In **the case of an Employer's** policy grievance, the grievance shall be signed by the **Employer** or his Representative:

**29.05 Step 1**

Any employee having a grievance **must**, accompanied by a Steward or a CLAC Representative, orally submit her complaint

to her immediate supervisor within five (5) **workdays** (excluding Saturday, Sundays and holidays) after ~~the~~ act or condition which caused ~~the~~ grievance. The supervisor will deal with the grievance not later than the third (3<sup>rd</sup>) calendar **day** following the **day** on which the grievance ~~is~~ submitted and will notify the **grievor** and the **Union Representative of his** decision in writing within three (3) workdays following the said meeting.

**Step 2**

If the grievance ~~is~~ not **settled** under step 1, a Union Representative will, within five (5) working days (excluding Saturdays, Sundays and holidays) of the decision under step 1 or within five (5) working **days** of ~~the day~~ this decision should have been made, submit a written grievance to the **Employer**. The parties shall meet to discuss ~~the~~ grievance within one (1) week after the grievance has been filed. The **Employer** shall **notify** the **grievor** and the Union Representative of his decision in writing within three (3) working days following the said meeting.

**29.06** A written grievance will indicate the nature of the grievance and remedy sought by ~~the~~ **grievor**. A copy of the **grievance shall** be

forwarded to the Human Resources Department at the head office of the Employer.

### **ARTICLE 30 - ARBITRATION**

- 30.01 If the parties fail to settle the grievance at step 2 of the grievance procedure, the grievance **may** be referred to arbitration.
- 30.02 The party requiring arbitration **must** serve ~~the~~ the other party with written notice of the desire to arbitrate **within** fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.
- 30.03 If a party wishes to arbitrate a dispute, it shall **indicate** whether **it wishes to have this** done by a board of arbitration or ~~by~~ a sole arbitrator.

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

appointment, either party to the dispute may request the Minister of Labour to appoint a chairman.

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

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

- 30.04** No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairman of an arbitration board or a sole arbitrator.
- 30.05** The decision of a majority is the decision of the arbitration board but if there is no majority, the decision of the chairman of the arbitration board governs.
- 30.06** Notices of desire to arbitrate a dispute and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

- 30.07 If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with this Article, the party not in default may, upon notice to the party in default, appoint a single arbitrator to **hear the grievance and his decision shall be final** and binding upon both parties.
- 30.08 The arbitration board shall have the jurisdiction, power and **authority** to give relief for default in complying with the time limits set ~~out~~ in the Articles **dealing** with grievance and arbitration procedures where **it** appears that the default was due to a reliance **upon** words or conduct **of** the other party.
- 30.09 The arbitration board or a sole arbitrator is to **be** governed by ~~the~~ following provisions:
- a. The arbitration board shall hear and determine the subject of the grievance and shall issue a **decision which is final** and binding **upon** the parties and upon any employee or employer affected by it;
  - b. The board **shall** determine its own



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

deems just and equitable:

h. Each of **the parties shall pay one-half** ( $\frac{1}{2}$ ) of the remuneration and expenses of the chairman of the board.

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

#### **ARTICLE 31 - DURATION**

31.01 This Agreement shall continue in full force and effect up to **and including** December 31, 2003, 'and for' further periods of one **(1)** year unless notice **shall** be given by either party of the desire to delete, change or amend any of **the** provisions contained herein within the period from ninety (90) days to thirty (30) days prior to the renewal date. **Should** neither of the parties give such notice, this Agreement shall renew for a **period** of one **(1)** year.

31.02 All **terms** and conditions agreed to in collective bargaining and those awarded in

[Redacted]

interest arbitration shall become effective on the date the award was received, or the effective date(s) awarded or otherwise agreed. Retroactive payments for *the* wages awarded shall be as outlined in the award.

[Redacted]

SIGNED:

Versa-Care Limited

Paul Currie  
Andre Drouin

Christian Labour Association of Canada  
Bargaining Committee Members

Alana Husson  
Julie Fugère  
Wendy Chasmar  
Pat McPhail  
Michelle Etienne  
Alison  
Paula  
Paul Eaton  
Dia McMillan  
Donna Cree  
Janet Keenan  
Mary Brotherton  
Christine Hodgins  
Bobby Smith  
Jennifer Steward

CLAC Staff Reps

Ken Adams  
Tim Gibe  
[Signature]  
[Signature]  
[Signature]

DATED at Cambridge, ON, this 10<sup>th</sup> day of January, 2002.

## SCHEDULE A

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

**Sarnia**  
Kitchen  
Housekpng/Maintenance  
Laundry  
NursingAide  
Life Enrichment  
Health Care Aide  
Assistant Cook  
Cook  
Baker  
RPN

**St. Catharines**  
Kitchen  
Housekpng/Maintenance  
Laundry:  
NursingAide  
Life Enrichment  
Health Care Aide  
Assistant Cook  
Cook  
Baker  
RPN

**St. Catharines**  
Kitchen  
Housekpng/Maintenance  
Laundry  
Nursing Aide  
Life Enrichment  
Health Care Aide  
Assistant Cook  
Cook

RPN

**Markham**  
Kitchen  
Housekpng/Maintenance  
Laundry  
NursingAide  
Life Enrichment  
Health Care Aide  
Assistant Cook  
Cook  
RPN

**Orillia**  
Kitchen  
Housekpng/Maintenance  
Laundry  
Assistant Cook  
Cook

**Newmarket**  
Kitchen  
Housekpng/Maintenance  
Laundry  
NursingAide  
Life Enrichment  
Health Care Aide  
Assistant Cook  
Cook  
RPN

## SCHEDULE B

Class		Jan 1/01	Jan 1/02	Jan 1/03	Aug 1/03
Dietary Hskpng Maint/Ldry Aide	St	14.199	14.554	14.991	15.091
	1 yr	14.601	14.966	15.415	15.515
	2 yr	14.982	15.357	15.817	15.917
	3 yr	15.150	15.529	15.994	16.094
Nurse Aide	St	14.316	14.674	15.114	15.214
	1 yr	14.792	15.162	15.616	15.716
	2 yr	15.150	15.529	15.994	16.094
	3 yr	15.362	15.746	16.218	16.318
Life Enrich Aide	St	14.316	14.674	15.114	15.214
	1 yr	14.792	15.162	15.616	15.716
	2 yr	15.150	15.529	15.994	16.094
	3 yr	15.362	15.746	16.218	16.318
Cook	St	15.721	16.114	16.598	16.698
	1 yr	16.101	16.503	16.998	17.098
	2 yr	16.449	16.860	17.366	17.466
	3 yr	16.650	17.066	17.578	17.678
Assist. Cook	St	15.066	15.442	15.906	16.006
	1 yr	15.499	15.886	16.363	16.463
	2 yr	15.890	16.287	16.775	16.875
	3 yr	16.101	16.503	16.998	17.098
RPN	St	16.734	17.153	17.667	17.767
	1 yr	17.213	17.662	18.192	18.292
	2 yr	17.590	18.029	18.570	18.670
	3 yr	17.811	18.257	18.804	18.904
Baker (St. Cath & Sarnia only)	St	14.749	15.118	15.571	15.671
	1 yr	15.193	15.573	16.040	16.140
	2 yr	15.562	15.951	16.430	16.530
	3 yr	15.763	16.157	16.642	16.742

**Health Care Aide/Gerontology**

Employees who have completed the Health Care Aide course at an approved community college or have a Registered Nurse or Registered Nursing Assistant/Registered Practical Nursing Certificate working as Nursing Aides shall receive a premium of fifteen (15) cents per hour above the applicable Nursing Aide rate. Employees who are paid this premium and who have a recognized Gerontology Certificate shall receive an additional five cents (5¢) per hour.

**Handy Person**

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

**Probationary Employees.**

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

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**LETTER OF AGREEMENT #1**

Between:

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

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
**the "Union"**

---

**Re: Article 17.08**

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

**SIGNED:**

\_\_\_\_\_  
Versa-Care Ltd.  
Canada

\_\_\_\_\_  
Christian Labour Assoc. of

DATED at Cambridge, ON

This \_\_\_\_ day of \_\_\_\_\_, 2001.



**LETTER OF AGREEMENT - #2**

Between:

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

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
the "Union"

**Re: Part Time Benefits**

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

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

SIGNED:

\_\_\_\_\_  
Versa-Care Ltd

\_\_\_\_\_  
Christian Labour Assoc. of  
Canada

DATED at Cambridge, ON

This \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**LETTER OF AGREEMENT - #3**

Between:

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

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
**the "Union"**

---

**Re: Food Service Worker**

The **Employer** will **advise** the Administrator of **each** facility **of** the **Employer** that he or **she** should not require employee to obtain the **food** Service Worker certificate unless otherwise **required** by government **direction**.

**SIGNED:**

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Versa-Care Ltd

Christian Labour Assoc. of  
Canada

**DATED at Cambridge, ON**

This \_\_\_\_ day of \_\_\_\_\_, 2001.

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**LETTER OF AGREEMENT #4**

Between:

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

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
*the "Union"*

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**RE: RPN RETENTION BONUSES**

1. For each RPN employed as of May 9, 2001:
  - a. Who is employed as of December 1, 2001:  
or
  - b. Who retired at the age of sixty-five (65) after May 9, 2001 .but before December 1, 2001.  
The Employer shall pay twenty-five cents (25¢) per hour actually worked for the period from May 9, 2001 or the date of retirement, whichever first occurs. The payment shall be made on the pay date on or around December 15, 2001.
2. For each RPN employed as of December 1, 2002:
  - a. Who is employed as of December 2, 2001;  
or
  - b. Who retired at the age of sixty-five (65) on or after December 2, 2001 but before December 1, 2002,

The Employer shall pay twenty-five cents (25¢) per hour actually worked for the period from December 2, 2001 to December 1, 2002 or the date of retirement, whichever first occurs. The payment shall be made on the pay date on or around December 15, 2002.

3. for each RPN employed as of December 1, 2003:
- a. Who is employed as of December 2, 2002; or
  - b. Who retired at the age of sixty-five (65) on or after December 2, 2001 but before December 1, 2003,

The Employer shall pay twenty-five cents (25¢) per hour actually worked for the period from December 2, 2002 to December 1, 2003 or the date of retirement, whichever first occurs. The payment shall be made on the pay date on or around December 15, 2003.

SIGNED:

Versa-Care Ltd

Christian Labour Assoc. of  
Canada

DATED at Cambridge, ON

This \_\_\_\_ day of \_\_\_\_\_, 2001.

**LOCAL ISSUES #1  
LETTER OF UNDERSTANDING**

Between:

**VERSA CARE - ST. CATHARINES**

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

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

**RE; OVER-BOOKING**

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

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

**RE EXCHANGE OF SHIFTS**

1. Only two (2) exchange in shifts per employee per time schedule shall be allowed, unless extenuating personal circumstances.
2. Shift exchanges between 3:00 p.m. Friday to 3:00 p.m. Monday, must be submitted by 4:00 p.m. the preceding Thursday and approved by the department head.

3. **Re: Article 904c: Add to existing:**  
After the second posting the employer will offer subsequent vacancies by seniority to those who applied to the most recent vacancy within three months of the posting.
4. **Re; Probationary Committee:**  
The union and the employer agree to re-establish the probation committee and work via the labour management committee to prepare guidelines for the committee.
5. **Re: Article 14:02**  
The Union agreed to recommend to the membership that St. Catharines return to the Collective Agreement provisions as written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

For the Employer

For the Union

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LOCAL ISSUES #2  
MEMORANDUM OF AGREEMENT

Between:

VERSA CARE LIMITED  
(Operating as: **Versa-Care** Centre **Sarnia**)  
and  
**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

RE: LOCAL ISSUES:

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

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

Part time employees' are credited with scheduled working days ~~off~~ for each week of

vacation for which they are eligible in accordance with the number of days per week they are regularly scheduled to work.

Note: It should be emphasized that the staff are not intending to use this approach in order to **take** all of their vacation time individual days off the working **schedule**, further, it **is** agreed and understood that all employees shall take at **least two (2)** weeks off in blocks of **seven (7)** consecutive calendar days.

4. Attached to and forming part of this Memorandum **is** a Letter of Understanding in respect to **part** time sick time entitlement.
5. The Job Share Agreement shall be finalized and **parties** signatory to the agreements shall abide by the conditions. If these conditions are not adhered to, then the agreement shall be null and void. It shall be at the sole discretion of the **Employer** to re-post the positions; or the individuals within this arrangement shall be returned to their **previous positions**.

Signed at Mississauga, Ontario

This \_\_\_\_\_ day of \_\_\_\_\_

For the Employer

For the Union

\_\_\_\_\_  
\_\_\_\_\_



**LOCAL ISSUES #3  
MEMORANDUM OF SETTLEMENT**

**Between:**  
**VERSA CARE LIMITED, MAIN STREET**  
**and**  
**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

**R E SUMMER VACATION SCHEDULING**

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**For the Employer**

For the Union

\_\_\_\_\_  
\_\_\_\_\_

**LOCAL ISSUES #4  
MEMORANDUM OF AGREEMENT**

**Between:**

**VERSA CARE LIMITED  
(Operating as: Versa-Care Centre Orillia)  
and  
CHRISTIAN LABOUR ASSOCIATION OF CANADA**

**R E LOCAL ISSUES**

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

**Dated at Mississauga, Ontario**

**This \_\_\_\_ day of \_\_\_\_\_**

**For the Employer**

**For the Union**

123

123

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EXP. DATE	
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UNION	EMPLOYER
OTHER	



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