

THIS AGREEMENT IS MADE AND EXECUTED AS OF THE 12TH DAY OF MAY 1998

BETWEEN : THE ROYAL CREST LIFE CARE GROUP INC.
AT ITS BRANTWOOD LIFECARE CENTRE
(hereinafter referred to as the "Employer")

OF THE FIRST PART

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1712
(hereinafter referred to as the "Union")

OF THE SECOND PART

PREAMBLE

WHEREAS the right of the resident to receive uninterrupted skilful and efficient care cannot be questioned, and it is the responsibility of the Employer to ensure efficient operation and to therefore require the complete co-operation of its employees: AND WHEREAS it is important that harmonious relations be continued between the Employer and its employees, the parties hereto are entering into a Collective Agreement as set out hereafter for the purpose of providing an orderly arrangement for the handling of any grievance which may properly arise, and to set forth those wages and working conditions which have been mutually agreed upon.

1/16/98
NOW THEREFORE THIS AGREEMENT WITNESSETH AS
FOLLOWS:

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ARTICLE 1 - RECOGNITION

- 1.01 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of Brantwood Manor Nursing Homes Limited at Burlington, save and except professional and medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, supervisors, persons above the rank of supervisor, technical personnel, office staff and students employed during the school vacation period.
- 1.02 For the purpose of the Article, the term 'Technical personnel' comprises physiotherapists, occupational therapists, psychologists, electroencephalo-graphists, electrical shock therapists and laboratory, radiological, pathological and cardiological technicians.

ARTICLE 2 - NO DISCRIMINATION

- 2.01 The parties agree that no employee shall, in any manner, be discriminated against, or coerced, restrained or influenced on account of membership or non-membership in any **labour** organization.
- 2.02 The Union will not engage in Union activities or hold meetings at any time on the premises of the Employer without the permission of the Administrator.

ARTICLE 3 - UNION SECURITY

- 3.01 The Employer shall deduct from the last pay in each calendar month of every employee in the bargaining unit, **an** amount equivalent to the sum of monthly union dues, which are uniformly levied upon each member of the Union. The Employer will furnish the Union with a monthly list of those employees from whom Union Dues are deducted, stating name; hours worked and amount deducted.
- 3.02 The Employer shall remit the amount of such Union dues no later than the 15th day of the following month to the Secretary-Treasurer of the Canadian Union of Public Employees, 21 Florence Street, Ottawa, Ontario. K2P 0W6, together with a list of employees from whom the deductions were made.

- 3.03 The Union will save the Employer harmless from any form of liability arising from **or** as a result of deductions **or** non-deductions of monthly dues.
- 3.04 The Employer will furnish the Union with a monthly list of those employees newly hired, transferred or terminated.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 Except **as** specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority which the Employer had **prior** to the execution of this Agreement, are retained by the management, and remain exclusively and without limitation within the rights of management.
- 4.02 Without limiting the generality of the foregoing, management's functions shall include:
- a) the direction of the working forces, the right to plan, direct and control the operation of the Home, the right to introduce new and improved therapeutic methods and facilities, equipment, the amount of supervision necessary, combining or splitting up the departments, work schedules, establishment of standards of care and quality and the determination of the extent to which the Home will be operated.
 - b) the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools, shall be vested in the Home.
- 4.03 In addition, management's rights shall include:
- a) The right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, rules and regulations, policies and practices to be observed by its employees, and the right to discipline or discharge employees for just cause.
 - b) The right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, lay-off, recall, retire at normal retirement age and suspend employees, and select employees for positions not covered by this Agreement.

4.04 No person who is not in the bargaining unit shall perform any work which is performed **by** persons in the bargaining unit, except in the case of an emergency.

ARTICLE 5 - NO STRIKES, NO LOCKOUTS

5.01 There shall be no strikes or lockouts as long as this Agreement continues to operate.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence between the parties hereto, arising out **of** this Agreement **or** incidental thereto, shall pass to and from the Administrator of the Home or his designate and the Secretary of the Union, with a copy to the National Representative, 1030 Upper James St., Suite 400, Hamilton, Ontario, L9C 6X6.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer agrees to recognize the following representatives of the Union.

- a) All elected officers;
- b) One Steward from Dietary
One Steward from Housekeeping
Three Stewards from Nursing;
- c) A Negotiating Committee of not more than three (3) employees;
- d) A Grievance Committee of not more than three (3) employees.

7.02 No individual or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union. In order that this be carried out, the Union will supply the Employer with the names of its officers and revisions thereto.

7.03 The Union shall notify the Employer in writing of the names of the Stewards and the Department each represents, and **of** any changes to personnel of the Stewards before the Employer shall recognize them.

- 7.04 The Union shall have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer, subject to the other provisions of the Agreement.
- 7.05 Meetings between management and Union committees during their normal working hours will not be a cause for loss of wages to employees.
- 7.06 Employees who are members of the Negotiating Committee will be permitted to attend, without loss of pay, meetings with the Employer's Negotiating Committee for renewal of this Agreement. Such compensation is to be only for negotiations during that period leading up to and including meetings at arbitration.

ARTICLE 8 - SENIORITY

- 8.01 Seniority shall be established on the basis of an employee's continuous service with the Employer. Upon completion of the probationary period, seniority shall be backdated to the day the probationary period commenced.
- 8.02 All employees shall be considered probationary for four hundred and fifty (450) hours. During the above-mentioned probationary period, employees will have no seniority rights, but after the above-mentioned probationary period, employees shall be included on the permanent staff. Such three (3) months probationary period may be extended by mutual agreement.
- 8.03 a) In accordance with Article 8.02 the Employer shall maintain a seniority list showing the dates upon which employees' service commenced. The Employer shall supply the Union with an up-to-date copy of the seniority list on request.
- b) The Employer shall deposit a copy of all job postings at the same time as they are posted in the employee staff room information box. Notification of the disposition of all job postings including identification of successful applicants shall be posted on the staff bulletin board for a period of nine (9) working days.

8.04 **An** employee shall lose his seniority standing under the following conditions:

- a) If the employee leaves the employ of the Employer;
- b) If he is discharged for cause;
- c) If he is laid off for a period in excess of twenty-four **(24)** months;
- d) If he fails **to** return **to** work after a lay-off within five (5) working days after the Employer has given him notice of recall.

8.05 The Employer will notify the employee of his loss **of** seniority by registered mail with **a** copy to the Union.

- a) The seniority **of** an employee will be given preference within considering promotion, demotion, (except in the case of disciplinary demotion), layoffs, and in recalling employees from layoffs, provided the senior employee already possesses the necessary qualifications to perform the work available.
- b) No bargaining unit employee will lose his **job** or suffer a reduction in his normal hours of work as the result **of** contracting out.

ARTICLE 9 - STAFF CHANGES

9.01 When vacancies occur or new positions are created in any department, notice thereof shall **be** posted on the main bulletin board for a period of one (1) week prior to the filling of that vacancy. During such period, the Employer may temporarily assign an employee to **fill** the vacancy. Such notice shall contain the following information: nature **of** position, qualifications, required knowledge and education, day, evening or night shift, wage or salary rate.

- 9.02 When a vacancy occurs in a Department, it shall be filled from applicants employed on the following basis:
- a) Seniority
 - b) Knowledge, training, qualifications, skills and efficiency.
- Where the factors in (b) are relatively equal, seniority shall govern. The Employer will post the name of the successful applicant, if any, within three (3) working days (exclusive of Saturdays, Sundays or Statutory Holidays) after the end of the one week posting period.
- 9.03 In the event that there are no suitable applicants for a job vacancy from the Employer's employees, the Employer shall have the right to hire new employees to fill the vacancy.
- 9.04 Employees promoted or awarded new positions shall be given a trial period of three (3) weeks in which to qualify, and if they fail to do so, shall be returned to their former positions.
- 9.05 Where the Union requests in writing information regarding a particular change in an **employee's** status, the Employer shall furnish such information.
- 9.06 The Union shall be notified in writing of all discharges for cause of seniority employees.
- 9.07 In the event of a proposed layoff of a permanent or long term nature or the elimination of a position within the bargaining unit, the Employer shall:
- (a) provide the union with no less than sixty (60) days written notice of the proposed **layoff** or elimination of position; and
 - (b) provide the affected employee(s), if any, no less than sixty (60) days' notice of layoff or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (a) above shall be considered notice to the Union of any subsequent layoff.

.08 In the event of layoff, employees shall be laid off in reverse order of seniority, provided that those employees retained at work by reason of seniority have the skill and qualifications required to perform the work. Employees shall be recalled in order of their seniority, provided they have the skill and qualifications to do the work required.

No new employee will be hired for a position while there are employees on layoff with seniority who have the skill and qualifications to do the work required by the position.

Any employee who is subject to layoff shall have the right to either:

- a) accept the layoff, or
 - b) opt to retire, if eligible under the terms of the pension plan,
- or
- c) displace another employee who has lesser bargaining unit seniority in the same or a lower paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. **An** employee so displaced shall be deemed to have been laid off and shall be entitled to notice under Article 9.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days of receiving the notice of layoff.

- 9.09 a) **An** employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, providing he or she has the ability to perform the work, before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- b) **An** employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to layoff should it become vacant within six (6) months of being recalled.
- c) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the day of mailing). 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 or her proper address being on record with the Employer..
- 9.10 Employees promoted or awarded new positions shall be given a trial period of three (3) weeks in which to qualify, and if they fail to do so, shall be returned to their former positions.
- 9.11 No full-time employee in the bargaining unit shall be laid off by reason of his or her duties being assigned to two (2) or more part-time employees.
- 9.12 In the event of a layoff, the Employer shall pay its share of insured benefits premium for the duration of the sixty (60) days' notice period provided for in Article 9.07.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement. The grievance shall be submitted in writing and be signed by the employee directly involved. **An** earnest effort shall be made to settle the dispute in the manner set out in Article 10.04 hereof. It **is** understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint.

10.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated or came to the attention of, or should reasonably have come to the attention of, the grievor more than five (5) working days before the filing of the grievance.

10.03 Working days, in this context, **do not** include Saturdays, Sundays and Statutory Holidays.

10.04 At any stage of the Grievance Procedure, the grievor may attend when his presence is requested by either party, or in the event that the grievor makes such a request.

10.05 Grievances shall be adjusted and settled as follows:

Step One The Departmental Steward shall submit the grievance in writing to the grievor's immediate Supervisor. The Supervisor shall have five (5) working days within to reply to the grievance in writing with a copy to the Administrator. Failing satisfaction, the grievance may be processed to Step 2 of the Grievance Procedure.

Step Two The Grievance Committee will submit the grievance in writing to the Department Head with particulars of the claim and the redress sought within five (5) working days but not thereafter. The Department Head shall have four (4) working days within which to reply to the grievance in writing, with a copy to the Administrator. Failing satisfaction, the grievance may be processed to

Step 3 of the Grievance Procedure. Where the immediate Supervisor mentioned in Step 1 and the Department Head mentioned in Step 2 are the same person, Step 2 of the Grievance Procedure shall be by-passed.

Step Three

The Grievance Committee will submit the grievance to the Administrator or his designate within five (5) working days but not thereafter, and a meeting shall be held within one (1) week from the date of submission. The Administrator or his designate shall have three (3) working days within which to reply to the grievance in writing. Failing satisfaction, the grievance may be processed to

Arbitration as hereinafter provided. The processing of a grievance to Arbitration must be taken within ten (10) working days of the receipt of the reply to the Administrator or his designate in Step Three of the Grievance Procedure.

- 10.06 Should a difference arise between the Employer and the Union regarding the general application, interpretation, or alleged violation of this Agreement, it shall be taken up at Step Three of the Grievance Procedure outlined above. **If** no satisfactory settlement is reached, either party may file a request for Arbitration, in the manner outlined in Article 11 **hereof**.
- 10.07 Replies to grievances shall be in writing at all stages.
- 10.08 The Employer shall supply the necessary facilities for the grievance meetings.
- 10.09 A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the matter **of** a complaint or grievance by the same employee under the same given circumstances.
- 10.10 A claim by a seniority employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step Three of Article 10.05 hereof, provided a written grievance signed by the employee is presented to the Administrator or his designate within three (3) working days after the discharge. The Union will not question the discharge of any probationary employee nor shall such discharge be the subject of a grievance.

- 10.11 Time limits fixed in the Grievance Procedure may be extended by mutual consent.

ARTICLE 11 - ARBITRATION

- 11.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration, and the notice shall contain the name of the first party's appointee to the Arbitration Board.
- The recipient of the notice shall, within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five days of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a chair within the time limit, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation, and shall issue a decision but the decision is final and binding upon the parties and upon any employees affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the chair governs.
- 11.02 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to make any decisions inconsistent with the provisions of the Agreement.
- 11.03 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it, and the parties hereto will jointly bear, share alike, the expenses of the chairman of the Arbitration Board.

- 11.04 The Board of Arbitration shall have power to award compensation to any employee who is reinstated.
- 11.05 Only if both parties agree, a single Arbitrator may be appointed from a list **of** nominees agreed to by the parties in advance. If no agreement can be reached on a name, the parties may apply to the Ontario Labour Management Arbitration Commission to appoint the single Arbitrator.

ARTICLE 12 - STANDARD HOURS OF WORK

- 12.01 The following paragraphs are intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week or otherwise.
- 12.02 The normal hours of work shall be seven and one half (7 ½) hours per day or seventy-five (75) hours in a two week pay period.
- An** employee will be considered full-time and eligible for all benefits as defined in Article 18, who works between sixty-seven and one half (67½) hours and seventy five (75) hours in a two (2) week period.
- 12.03 Where an employee is required to work in excess of the normal hours per day, or in excess of seventy-five (75) hours in a two week pay period, the employee shall be paid for the excess hours at the rate of time and one-half the employee's basic straight time rate of pay.
- It is agreed that there will be no pyramiding i.e. (on a worked hour that is used for an overtime calculation it cannot be used on any other basis of overtime calculation).
- 12.04 All employees will be scheduled to receive every other weekend off.
- 12.05 No employee shall be normally scheduled to work more than seven (7) consecutive days in a row, and the Employer will attempt to keep split days off to a minimum.

- 12.06 When scheduling normal shift rotation changes, there shall be sixteen (16) hours between the finish and start of such changes unless mutually agreed upon by the employee and Employer.
- 12.07 Schedules of working hours will be posted at least two (2) weeks in advance of the week to which they apply. The Employer must notify an employee at least twenty four (24) hours in advance of any change in his/her posted schedule, circumstances permitting.

ARTICLE 13 - RECOGNIZED HOLIDAYS

- 13.01 a) The following days shall be recognized as holidays and employees who have acquired seniority will be paid for such at their basic straight time rate of pay.

New Year's Day	Labour Day
Good Friday	Easter Monday
Victoria Day	Thanksgiving Day
Dominion Day	Remembrance Day"
Civic Holiday	Christmas Day
Boxing Day	2nd Monday in February

Employee's birthday, unless it falls on a day off, statutory holiday, or vacation period, in which case a lieu day will be granted to the employee to be taken at the employee's discretion.

- b) To be eligible for the payment as noted in Article 13.01 (a), an employee must have worked his last scheduled work day prior to such holiday, and the first scheduled work day succeeding such holiday, unless absent with the permission of the Employer.
- c) Statutory Holiday shall be defined as where the majority of hours worked fall between midnight (2400 hours) beginning the agreed recognized holiday and midnight (2400 hours) of its termination.

- 13.02 Any employee who works on any of the above holidays shall receive time and one-half (1-½) of his regular rate of pay and in addition be paid a lieu day for that holiday he worked.
- The Employer will pay for the lieu day at the employee's basic straight time hourly rate of pay.
- 13.03 Time off in lieu **of** Statutory Holidays may be granted at the discretion of the Employer, within one month of the holiday unless it is mutually agreed between the employee and the Employer that such holiday be taken at another time.
- 13.04 Where possible, employees shall be allowed three (3) consecutive days off at Christmas or New Years.
- 13.05 In addition, a part time employee, regardless of whether or not she works on the holiday, shall receive a full day's holiday pay at her regular rate of pay if she has worked twelve (12) or more days in the preceding twenty-eight (28) days prior to the holiday. If such part-time employee is on leave with the permission of the Employer during the said twenty-eight (28) days, qualifier will not apply.

ARTICLE 14 - VACATIONS

- 14.01 For the purpose of calculating vacations and eligibility, the fiscal year shall be from May 1 of any year to April 30 of the following year. Vacation schedules shall be posted on May 1 in each year. Vacations shall be taken during the current calendar year.

In scheduling vacations the seniority of employees shall be recognized within a classification on the same time schedule, provided such employees make a request for vacation in writing not later than April 1 of any current calendar year on the following basis:

- a) Employees who have completed less than one year of continuous service as of May 1st in any year shall be entitled to vacation with pro rata pay on the basis **of** one day **of** pay for each completed calendar month, not to exceed the equivalent of ten (10) days pay.

- b) Employees who have completed one or more years of continuous employment with the Employer as of May 1, in the current calendar year shall be entitled to two weeks vacation with pay, such pay not to exceed ten (10) days.
- c) Employees who have completed three (3) or more years **of** continuous service **as** of May 1, in the current calendar year shall be entitled to three weeks vacation with pay, such pay not to exceed fifteen (15) days.
- d) Employees who have completed ten (10) or more years of continuous service as of May 1, in the current calendar year shall be entitled to four weeks vacation with pay, such pay not to exceed twenty (20) days.
- e) Employees who have completed twenty years of continuous service as of May 1, in the current calendar year shall be entitled to five weeks vacation with pay, such pay not to exceed twenty-five (25) days.

14.02 In the event of termination of service **of** an employee for any reason, the employee shall be entitled to payment in lieu of vacation, pursuant to the Employment Standards Act.

14.03 When **a** recognized holiday falls during his vacation, at the Employer's option, an employee shall be entitled to:

- a) **An** additional day of vacation, or
- b) **An** additional day's pay at his basic rate in lieu of the holiday.

14.04 Vacation pay shall be on a separate cheque.

14.05 By February 1st, each department shall post a list and the employees shall indicate by April 1st the vacation period they wish. Employees shall have the option of claiming all of their accrued vacation as an unbroken period of -time. The Department **Head** shall then set the vacation periods taking into account the wishes of the employees on the basis of seniority, insofar as he considers consistent with the efficient functioning of the department.

Vacation will not be granted between December 15th and January 5th.

The Department Head shall post a list of the vacation periods by April 15th. After April 15th, the Department Head of the employee shall not alter the vacation periods unless by mutual consent.

Where an employee qualifies for sick leave requiring hospitalization, or bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits.

An employee shall receive his vacation pay prior to the start of his vacation period, provided a written request is received by the Employer at least two (2) weeks prior to the start of his vacation. Vacation pay drawn or received shall be in proportion to the vacation being taken.

In the case **of** death, full accumulated vacation entitlement shall be paid to the beneficiary as stated in writing.

ARTICLE 15 - SICK LEAVE

- 15.01 Sick leave means the number of scheduled working days an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because **of** an accident for which compensation is not payable under the Workers' Compensation Act of Ontario.
- 15.02 Employees who have acquired seniority standing will become eligible for one and one-half (1-½) days of sick leave per each month of continuous employment after July 1st, 1974. Any unused sick leave will accumulate to the employee's credit and such unused sick leave may accumulate to a maximum of One Hundred and Twenty (120) days.
- 15.03 Where an employee is granted leave *of* absence in accordance with Article 16, he shall retain his accumulated sick leave credits.
- 15.04 Payment **of** sick leave credits will commence on the first day **of** illness.

- 15.05 Payment of all sick leave credits shall be at the employee's basic straight time rate of pay, and same shall be deducted **from** the employee's accumulated sick leave credits.
- 15.06 Upon request, the employee shall provide the Employer with proof of illness satisfactory to the Employer.
- 15.07 A record of all unused sick leave credits will be posted annually.

16 - : OF ABSENCE

- 16.01 In the case **of** the death of a parent or any other person responsible for the upbringing of the employee, spouse, sister, brother, mother-in-law, father-in-law, child, grandparent or grandchild, and employee will be granted leave of absence not to exceed three consecutive days, following the date of death, with pay for the purpose of mourning.

In any event, the employee shall not be entitled to receive any pay hereunder for any day upon which he would not otherwise have been scheduled to work.
- 16.02 Upon application in writing by an employee to the Administrator setting out reasons for the request, the Administrator may grant leave of absence without **loss** of seniority. A reply to the application will be provided in writing.
- 16.03 Any two employees from different Departments required to attend a Union Convention or perform any other function on behalf **of** the Union necessitating a leave of absence shall, upon giving the Employer notice, be granted leave of absence without pay, for a combined total of not more than six (6) working days in any calendar year.
- 16.04 An employee who becomes pregnant, will be granted leave in accordance with current Provincial Standards. Seniority shall accumulate during the period of such leave.

ARTICLE 17 - PAYMENT OF WAGES

- 17.01 The wages and salaries in accordance with Schedule 'A' attached hereto, shall be paid to the employee, in accordance with the existing practices.
- 17.02 Employees shall, upon giving ten (10) working days notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period **of** their vacation.
- 17.03 When an employee is temporarily transferred to replace an employee in a higher paid classification, coming within the scope of this Agreement, he shall be paid the rate **of** pay consistent with his position on his salary range, of the employee he is replacing.
- When an employee is temporarily transferred to a lower rated job he shall receive his own rate, unless he seeks such transfer, in which case he shall receive the rate **of** the job to which he is transferred.
- Where an employee advances to another job classification higher than their present classification, such employee shall be paid at the rate step which ensures that the employee shall not be paid at a rate less than that which the employee presently enjoys.
- 17.04 **All** employees who are required by the Employer to work afternoon or night shifts shall receive a shift premium of thirty-five (35) cents for each hour worked on the afternoon or night shifts.

ARTICLE 18 - BENEFITS

- 18.01 The Employer shall:
- a) Pay 100% of the Ontario Health Insurance Plan or single/family coverage for each employee not covered through some other member **of** his family.
 - b) The Employer agrees to pay any charges by the medical practitioner above O.H.I.P. rate for the annual x-rays and/or medical requirements by the Employer.

- 18.02 The Employer shall provide a group life insurance plan for all employees. The Employer **shall** pay one hundred percent (100%) of the premium of such plan. The amount of coverage provided under the Plan shall be \$15,000.00 for each employee.
- 18.03 Effective December 15, 1991 the Employer shall pay one hundred per cent (100%) of the single/family premiums of the Extended Health Care Plan including drugs (10/20 deductible) for each employee.
- 18.04 **Dental Plan**
The Employer shall, effective December 15, 1991, establish a Dental Plan for each employee equivalent to the Blue Cross #9 with maximum of \$1,000.00 at current O.D.A. rates and **shall** pay fifty per cent (50%) of the single/family premium of such plan.
- 18.05 **Uniform Allowance**
The Employer shall pay a Uniform Allowance of eighty four (\$84.00) dollars to each full time employee and sixty (\$60.00) dollars to each part time employee required to wear a uniform. Such payment shall be made on the last pay cheque of every calendar year annually.
- 18.06 **Vision Care**
The Employer shall establish a Vision Care Plan to provide for:

Ninety (90) dollars - December 15, 1991
Ninety (90) dollars - December 15, 1992
One hundred and twenty-five (125) dollars -
December 15, 1993
- 18.07 **Pension Plan**
- 01 Commencing December 15, 1991 each eligible employee covered by this collective agreement shall contribute from each pay cheque an amount equal to two per cent (2%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being two per cent (2%) of applicable wages.

- 02 The definition of "applicable wages" for purposes of determining contributions to the Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. **All** other payments of any nature are hereby excluded.
- 03 "Eligible employees" shall mean all full-time and part-time employees in the bargaining unit. All employees must complete **975** hours to be eligible for the Pension Plan.
- 04 The employer agrees to be bound by the terms of the Agreement and Declaration of Trust for the Nursing Homes and Related Industry Pension Plan dated February 13, **1990** and the terms of the Pension Plan adopted by the Trustees, both as may be amended from time to time.

Commencing December 15, **1993**, equal contributions of four per cent (4%) will be made by the employer and each eligible employees.

ARTICLE 19 - HEALTH AND SAFETY

- 19.01 No employee shall be disciplined for refusal to work on a job **or** to operate any equipment which, in the opinion of any member of the Safety and Health Committee, may cause an endangerment. The employee shall state the reason for her concern to her supervisor.

ARTICLE 20 - GENERAL CONDITIONS

- 20.01 The Employer shall provide **a** meal for an employee working three (3) consecutive hours **of** overtime.
- 20.02 The Union shall have the privilege of posting Union Notices on the bulletin board **of** the Employer. Such notices must have prior approval of the Administrator before being posted.

20.03 The Employer and the Union shall meet to discuss labour and management relations at mutual convenience when the occasion arises. Representation **of** each side shall not exceed three (3) in number.

At the time of requesting such meeting, the party making the request shall furnish the other party with a written agenda of the matters it wishes to discuss. The purpose of such meeting shall be to discuss matters of mutual interest and such meetings shall not be used to negotiate matters properly the subject of collective bargaining negotiations.

ARTICLE 21 - MISCELLANEOUS

21.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

21.02 When new job classifications are established during the life of this Agreement, the Employer will establish rates of pay therefore and notify the Union in writing. If the Union disputes such rates of pay the Union shall have the right to file a grievance in accordance with the provisions **of** Article 10.06 hereof within five days of the Employer so notifying the Union.

21.03 The Employer agrees that an official of the Local will be given the opportunity to interview each newly hired employee for the purpose of advising such employee of his or her rights and obligations under the terms **of** this Agreement. Such interview may take place on the Employer's premises, in a location designated by the Employer. This interview shall occur after the probation period of an employee and shall not exceed ten (10) minutes.

21.04 The cost of printing the Collective Agreement shall be shared by the parties, each-paying one-half (%) the cost thereof.

21.05 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

ARTICLE 22 - PART TIME EMPLOYEES

- 22.01 An employee working an average of 23-¼ hours or more per week, such average computed over any two consecutive pay period shall:
- a) be entitled to seniority, according to the ratio of their working hours to the full normal scheduled hours in Article 12.02.
 - b) progress from one step in the salary range to the next according to the ratio of hours worked, to the full normal scheduled hours defined in Article 12.02.
 - c) a part time employee shall receive an additional rate of pay of twelve percent (12%) above the regular rates of pay set out in Schedule 'A' in lieu of all benefits to which full time employees are entitled save and except Pension Plan.
 - d) 1950 work hours equal one (1) year seniority.
 - e) part-time employees shall receive vacation pay on a bi-weekly basis.

ARTICLE 23 - DURATION

23.01 This Agreement shall be binding and remain in effect from December 15, 1996 to December 14, 1998 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the expiry date that it desires its termination or amendment.

CUPE Local 1712

RETROACTIVITY - WAGES

All wage increases will be retroactive to December 15 of each preceding calendar year.

All retroactive wages will be paid within forty-five (45) days of receiving the Ministry of Health funding.

SIGNED THIS

12 DAY OF ~~12~~ 2001, 1998. *HW*

FOR THE BOARD

Employers *HW*

Steve Laddington

[Signature]

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]

[Signature]

Charlotte Deville

Dorothy Holmes

SCHEDULE "A" - WAGES (Cont'd.)

HOURLY RATES EFFECTIVE - JANUARY 1, 1998

ME EMPLOYEES

Start	450 Hrs	After 1 Yr.	2 years	3 years
14.28	14.65	14.91	15.13	15.23
13.10	13.49	13.69	13.90	14.08
12.69	13.05	13.28	13.51	13.62
13.86	14.24	14.45	14.68	14.85
13.35	13.78 ⁷⁷	13.95	14.20	14.34

SAI
[Handwritten signature]

HOURLY RATES EFFECTIVE - JULY 1, 1998

ME EMPLOYEES

Start	450 Hrs	After 1 Yr.	2 years	3 years
14.83	15.20	15.46	15.68	15.78
13.40	13.79	13.99	14.20	14.38
12.99	13.35	13.58	13.81	13.92
14.16	14.54	14.75	14.98	15.15
13.65	14.88 ⁸⁸	14.25	14.50	14.64

SAI
[Handwritten signature]

ME EMPLOYEES Receive Lieu Rate of 12%

(30) cents per hour differential for the existing lead hand afternoon shift in the Dietary Department, and the existing lead hand in the Housekeeping Department.

**Brantwood Lifecare
Cups Full and Pan Time Wage Scale**

<u>Classification</u>	<u>Step</u>	<u>Rate @ June 29/98</u>	<u>Pay Equity</u>	<u>New Rate</u>
RPN	Prob	14.83	0.445	15.275
	Start	15.20	0.445	15.645
	1 Year	15.46	0.445	15.905
	2 Years	15.68	0.445	16.125
	3 Years	15.78	0.445	16.225
Health Care Aides	Prob	13.40	0.445	13.845
	Start	13.79	0.445	14.235
	1 Year	13.89	0.445	14.435
	2 Years	14.20	0.445	14.845
	3 Years	14.38	0.445	14.825
Aides;	Prob	12.99	0.445	13.435
	Start	13.35	0.445	13.795
	1 Year	13.58	0.445	14.025
	2 Years	13.81	0.445	14.255
	3 Years	13.92	0.445	14.385
Cook I	Prob	14.16	0.445	14.605
	Start	14.54	0.445	14.985
	1 Year	14.75	0.445	15.195
	2 Years	14.98	0.445	15.425
	3 Years	15.15	0.445	15.595
Cook II	Prob	13.65	0.445	14.095
	Start	14.04	0.445	14.485
	1 Year	14.25	0.445	14.695
	2 Years	14.50	0.445	14.945
	3 Years	14.64	0.445	15.085

Note:
Part time employees paid Lieu Rate of 12%