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COLLECTIVE AGREEMENT

BETWEEN

VERSA CARE LTD.

-AND -

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 183

EFFECTIVE: JANUARY 1, 1997

EXPIRES: DECEMBER 31, 1998

12447(01)

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COLLECTIVE AGREEMENT

B E T W E E N :
VERSA CARE LTD.

(hereinafter referred to as the
"Employer")

OF THE FIRST PART;

-AND-

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 183

(hereinafter referred to as the
"Union")

OF THE SECOND PART.

WHEREAS the Union has been certified by The Ontario Labour Relations Board as the certified bargaining agent of the employees of the Employer in the bargaining unit described as follows, namely:

All employees of **Versa Care Ltd. in the City of Ottawa**, save and except registered nurses, supervisors, persons above the rank of supervisor, persons regularly employed for less than twenty-two and one half (22 1/2) hours per week and students employed during the school vacation period.

ARTICLE 1 PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and those certain classifications of employees represented by the

Union. This Agreement will not interfere with the successful operation of Versa Care Ltd. as a public service institution intended to provide accommodation for elderly people, pursuant to the provisions of The Nursing Home Act and/or other requisite legislation.

ARTICLE 2 DEFINITIONS

2.01 "Employee" shall mean only such persons coming within the scope of the bargaining unit hereinbefore recited.

2.02 "Steward" shall mean an employee of the Employer duly accredited as such by the Union.

2.03 "Administrator" shall mean the Administrator of the Employer at the Home.

2.04 Where the feminine pronoun is used in this agreement, it shall mean and include the masculine pronoun where the context so applies.

ARTICLE 3 RECOGNITION

3.01 The Employer recognizes the Union, for the duration of this Agreement, as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for the employees of the Corporation in the **City of Ottawa**, that may from time to time come within the scope of the certificate of certification.

3.02 The Employer undertakes that it will not enter into any other Agreement or contract with the employees described in the above-recited bargaining unit and represented by the Union, either individually or collectively, which will conflict with any

provisions of this Agreement.

ARTICLE 4 RELATIONSHIP

4.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union.

4.02 The Union and the Employer agree to abide by the Human Rights Code.

ARTICLE 5 UNION S CURITY & CHECK-OFF OF UNION DUES

5.01 All employees shall as a condition of employment be subject to dues deduction.

5.02 Such deduction shall commence in the month immediately following the completion of fifty **(50)** days worked and shall be deducted from the first pay of each month and remitted not later than the 20th day of the same month to the Secretary-Treasurer of the local Union. The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made.

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

5.04 The Employer agrees that a Union representative shall be given the opportunity of interviewing each new employee within the first thirty (30) days of employment for the purpose of ascertaining if the employee wishes to become a Union member.

The Employer will advise the Union monthly of the names of those who are to be interviewed and, on request, will arrange a place and time for the said interview which shall not exceed fifteen

(15) minutes in duration.

5.05 The Employer will supply the Union with the name, current address, social insurance number, classification and other relevant information of the employees with the first dues deduction.

5.06 Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.

ARTICLE 6 NO STRIKE OR LOCKOUT

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in The Labour Relations Act, R.S.O. 1983, Chapter 42 as amended.

ARTICLE 7 NO CONTRACTING OUT

7.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

ARTICLE 8 - WORK OF BARGAINING UNIT

8.01 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the Bargaining Unit which shall directly cause or result in the lay-off or

reduction in hours of work of an employee in the Bargaining Unit.

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

ARTICLE 9 RESERVATION OF THE HOME MANAGEMENT FUNCTION

9.01 Rights of the Corporation - The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, and without limiting the generality of the foregoing, it is the exclusive function of the Employer:

(a) To maintain order, discipline and efficiency, to decide on the number of employees needed by the Employer at any time; and to decide the use of improved or changed methods and equipment; to establish and enforce reasonable rules and regulations governing the conduct of employees, where such rules will be posted on the employee Bulletin Board with a copy supplied to the Union Committee. The Employer reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Board with copies supplied to the local Union Office. The local Union shall have the right to make representation before any rule is amended or any rule is introduced.

(b) To hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed her probationary period has been discharged or disciplined without just cause, may be the subject of a grievance

and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion, on a rational basis, of the Employer.

ARTICLE 10 COMMITTEES

10.01 (a) Union Grievance Committee The Employer will recognize a Union Grievance Committee consisting of not more than five (5) Stewards from different departments of the Employer in each Home. Such Stewards shall be elected by the employees of the Home and each steward shall be an employee of the Employer who has completed six (6) months of continuous service and has acquired seniority.

(b) Each Steward shall, with the consent of her supervisor, be permitted to leave her regular Employer duties for a reasonable length of time to function as a Steward as this Agreement provides. Such consent from the supervisor shall not be unreasonably withheld. With this understanding, the Chief Steward or Stewards and members of the Negotiating Committee shall not suffer any loss in pay for time spent on grievances and while attending negotiating meetings.

(c) One (1) of the Stewards shall be elected by the said employees as the Chief Steward who may be the principal spokesman for the Committee, composed of not more than five (5) Stewards.

(d) The Employer undertakes to deal with a sub-committee of two (2) from the said Grievance Committee with respect to any matters which properly arise during the term of this Agreement, i.e. the settlement of complaints and grievances.

10.02 (a) Union Stewards The Union will notify the Employer in writing of the names of the stewards from time to

time and the Employer will not be required to recognize the stewards or Union Grievance Committee until it has been notified in writing by the Union of the name of the employees elected.

(b) The Union acknowledges that Stewards have regular duties to perform for the Employer and that they will not leave their regular duties without first obtaining permission from their immediate supervisor.

10.03 Union Representation/Disciplinary Action An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of the Union Steward or Union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

10.04 Labour Management Committee: Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A SEIU Union staff member may attend as a representative of the Union.

Meetings will be held quarterly unless otherwise agreed.

It is understood that where full and part-time agreements are separate, there shall be one committee only.

A joint union management committee will be formed to review staffing patterns and to consider possible recommendations.

Suitable subjects for discussion will include orientation and aggressive residents.

10.05 Health & Safety Committee: The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.

A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The Committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

Two representatives of the joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to

the Health and Safety Committee the results of their inspection.

In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection by the government inspector and shall have the right to accompany her on her inspections. Scheduled time spent in all such activities shall be considered as time worked.

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

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

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

ARTICLE 11 GRIEVANCE 1

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

Should any difference arise between the Employer and an employee or employees, it will be dealt with in the following manner:

11.02 Stage One - The employee concerned, who may be accompanied by her Steward shall, within eight **(8)** days of the alleged grievance refer the matter in writing to her immediate supervisor who shall give her answer in writing to such employee within five (5) working days following the date on which the grievance was delivered.

All grievance forms shall contain only one grievance. The written grievance shall contain a clear and concise statement concerning the alleged grievance and the people involved. The grievance shall be returned to the employee if it fails to comply with these requirements and the employee shall have an additional five (5) days to ~~refile~~ refile the grievance in conformity with this section.

11.03 Stage Two - Should any employee feel that her grievance has not been satisfactorily settled, she may within five (5) working days of her supervisor's decision appeal to the Employer's Administrator. This may be done by a committee comprised of the employee, her steward, a Union representative who will, within five (5) working days of the date on which the answer was received, present the written grievance and reply to the Administrator who shall discuss the matter with such

committee and give her decision in writing no later than five (5) working days after the written presentation has been given to him.

11.04 If a satisfactory settlement of the grievance is not reached under the foregoing procedure, either party may refer the matter to arbitration within ten (10) days of the receipt of the answer to Stage Two.

11.05 Time limits shall be computed by excluding Saturday, Sunday, paid holidays and employee's regular days off. Failure of the Union to meet its time limits will cause the grievance to expire and neither it nor the same subject matter shall be further considered or made the subject of a further grievance. Failure of the Employer to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding step, provided she presents the grievance at this next step within five (5) days after the expiration of the said time limit.

11.06 Should a second grievance occur on the same subject matter as the grievance in process, the said second grievance shall not be considered while the original grievance is being considered. The second grievance will be considered as being presented only after the first grievance has been disposed of.

11.07 It is understood that an employee has no grievance until the complaint has been referred to the employee's immediate supervisor (see Article 11.02).

11.08 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the parties by mutual agreement in writing.

ARTICLE 12 DISCHARGE GRIEVANCE:

12.01 In the event of an employee who has completed her probationary period being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance. The discharge of a probationary employee shall be at the sole discretion, on a rational basis, of the Employer.

12.02 All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date of the employee being notified of her discharge, except where a case is taken to arbitration. Such a claim by an employee who has completed her probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four (4) days after the employee is notified of her discharge or within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step No. 2 may be omitted in such cases.

ARTICLE 13 UNION POLICY GRIEVANCE

13.01 The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement, in writing, at Stage Two of the Grievance Procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves initiate as an individual or group grievance and the regular

grievance procedure shall not be thereby by-passed.

ARTICLE 14 GROUP GRIEVANCE

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

ARTICLE 15 CORPORATION GRIEVANCE

15.01 It is understood that the Employer may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its officers or committee members or a member, which may affect the Employer, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, and the written grievance sent to the President of the Union or to her designated representative.

15.02 If such a complaint is not settled to the satisfaction of the Employer, the President of the Union or her designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Employer give a reply in writing to the Employer. If the written reply has not settled the Grievance to the satisfaction of the Employer or, if no written reply is received by the Employer within ten (10) days after the mailing or delivery of the written grievance to the

President of the Union or her designated representative, the Employer may within ten (10) days after the receipt of the reply, or within twenty (20) days after the mailing or delivery of the grievance, in case no written reply is received, refer the grievance to arbitration in accordance with Article 16 of this Agreement.

15.03 Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer's grievance, otherwise the grievance shall be deemed to have been abandoned.

ARTICLE 16 WITNESSES & INSPECTION

16.01 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance, cost to be borne by respective parties.

16.02 Access to Personnel File: Having provided a written request to the administrator at least one week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

AR CLE 17 ARBITRATION

17.01 Should any grievance fail to be satisfactorily

settled under the foregoing procedure, the Union may within ten (10) days notify the Employer in writing of its desire to submit the difference or allegation to arbitration. The Union and the Employer may agree upon an arbitrator to hear the matter, and for this purpose will exchange nominations.

17.02 Failing agreement between the Union and the Employer within six (6) days as to the arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three (3) members, and either the Union or the Employer may inform the other party in writing of its desire to submit the matter to arbitration by a three (3) man board and the notice shall contain the name of the first party's appointee to an arbitration board.

The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so elected shall within five (5) days of the appointment of the second of them appoint a third person who shall be Chairman.

17.03 If either party fails to make the required appointments within the time designated, or if the two appointees fail to agree upon a third person as Chairman, either or both parties may request The Office of Arbitration for the Province of Ontario to fill the vacancies.

17.04 No person may act as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

17.05 Where it appears that two (2) or more employees have the same grievance or the same type of grievance, the Union shall process the grievances simultaneously and consecutively on all levels of the grievance, if necessary, subject to all

applicable provisions under the grievance procedure. It is understood that each grievor shall have the right to make her own submission at each level of the grievance procedure.

17.06 If there should be an accumulation of grievances to be referred to arbitration, one Board of Arbitration shall be constituted to deal with all such grievance disputes.

17.07 The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board but, if there is no majority, the decision of the Chairman shall govern. The decision shall be discussed by the Arbitration Board with all members of the Board present before it is rendered to the parties involved.

17.08 Authority of Arbitration Board. It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

17.09 In dealing with matters of discipline, disciplinary demotion or transfer, the conferring parties or Board of Arbitration shall have power to:

- (a) confirm the Management's action,
- (b) reverse the Management's action,

(c) make any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

No costs of any arbitration shall be awarded to or against either party.

17.10 Compensation of Arbitration Board. The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the Chairman or of a single arbitrator.

17.11 Place of Hearing. Arbitrations shall be heard in the City in which the Home is located, or at such other places as may be agreed upon by the Union and the Employer.

17.12 Sole Arbitrator. In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator, as opposed to a Tripartite Board of Arbitration, as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a sole arbitrator in addition to that party's nominee to a Tripartite Board. The recipient of the notice shall in reply advise as to its nominee to a Tripartite Board and three (3) alternative choices as to a sole arbitrator.

If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration, the matter shall be determined by a sole arbitrator and, failing such agreement, the regular arbitration procedure shall apply.

ARTICLE 18 PROBATIONARY PERIOD AND SENIORITY

18.01 New employees of the Employer shall be considered

probationary employees until they have successfully completed a probationary period of fifty (50) days worked which would include days not worked but paid for by the Employer. Upon completion of the probation period, continuous service, for the purposes of this Agreement, shall date from the original date of hire.

18.02 It is a condition of this Agreement that the discharge or layoff of a probationary employee or employees during the said probationary period shall not be the subject matter of a grievance herein. The discharge of a probationary employee shall be at the sole discretion, on a rational basis, of the Employer.

18.03 Effect of Absence: Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

(a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.

(b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

The Employer agrees to provide employees with the

information in writing regarding their benefit costs prior to the employee commencing their leave in excess of thirty (30) days. The employee will sign their agreement for continuation of benefits and provide the employer with post-dated cheques dated for the first of each month to cover the costs of the benefits.

(c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for purposes of layoff, recall, job posting or other non-economic reasons for a period of up to twenty four (24) months if an employee's absence is due to a disability resulting in W.C.B. benefits.

(d) Benefits/Workers' Compensation Board, Paid Leave:

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workers' Compensation if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Workers' Compensation shall continue for up to twenty-four (24) months following the date of the injury.

(e) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

ARTICLE 19 SENIORITY LISTS

19.01 The Employer shall supply to the Union Office and Chief Steward a set of seniority lists by department in January

and July of each year, showing, alphabetically, employees' names, classifications, and their seniority starting dates provided part-time employees will have their seniority expressed in hours where applicable.

ARTICLE 20 LOSS OF SENIORITY AND TERMINATION OF SERVICE

20.01 An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

(a) voluntarily resigns, retires or is discharged for just cause; or

(b) is absent from work for more than twenty-four (24) months by reason of illness or other physical disability; or

(c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or

(d) is absent from work for more than twenty-four (24) months by reason of layoff; or

(e) is absent from work for more than twenty-four (24) months by reason of absence while on W.C.B.

20.02 Every employee shall give two (2) weeks' notice of termination of employment.

20.03 The Employer shall give notice of termination of employment to all employees in accordance with the Employment Standards legislation in the Province of Ontario, except in cases

of dismissal for cause or termination of employment during an employee's probationary period.

20.04 Any notice to an employee under this Agreement may be given personally in writing or by telegraph or prepaid registered post addressed to the employee at her last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

20.05 The Employer will notify the employee when her benefits will cease.

ARTICLE 21 PROMOTIONS & DEMOTIONS

21.01 The Employer and the Union agree that in the case of promotions (other than promotions to positions outside the bargaining unit) and demotions and in all cases of increase or decrease of forces, the following factors shall be considered:

(a) qualifications, experience, ability & skill;

(b) seniority;

(c) however, having regard to the fact that the employees are assisting in the operating of the Nursing Home, the Union agrees that the qualifications in factor (a) must govern and only where all such qualifications of the employees involved are relatively equal will factor (b) govern.

ARTICLE 22 LAYOFFS & RECALLS

22.01 In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks notice. This notice is not in addition to required

notice for individual employees.

22.02 In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

(a) nine week's notice in writing to the employee if her period of employment is nine years or more but less than ten years;

(b) ten week's notice in writing to the employee if her period of employment is ten years or more but less than eleven years;

(c) eleven week's notice in writing to the employee if her period of employment is eleven years or more but less than twelve years;

(d) twelve week's notice in writing to the employee if her period of employment is twelve years or more.

Lay-off Procedure

22.03 (a) In the event of lay-off, the employer shall lay-off employees in the reverse order of their seniority within their classification, **and within their full-time or part-time unit**, provided that there remain on the job employees who have the ability and qualifications **as** required by law to perform the work.

(b) **An** employee who is subject to lay-off shall have the right to either:

i) accept the lay-off; or

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

NOTE: **An** identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid-off employee is within 1% of the laid-off employee's straight time hourly wage rate.

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

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.

Recall Rights

22.04 (a) **An** employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. **In the event a full-time employee suffers a reduction of hours as a result of layoffs and moves to part-time status, and a full-time position becomes available, the full-time employee has the first right of acceptance of the full-time position available before any part-time employee is recalled from layoff.** The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purpose of the paragraph above, the Employer shall not act in an arbitrary manner.

(b) **An** employee recalled to work in a different classification from which she was laid-off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.

(c) No new employees shall be hired until all those laid-off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(d) It is the sole responsibility of the employee who has been laid-off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after begin notified to do so by registered mail, addressed to the last address on record

with the Employer (which notification shall be deemed to have been received on the second date of mailing) and returned to work within ten (10) working days after being notified. The notification shall state the job 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 her proper address being on record with the Employer.

(e) Employees on lay-off or notice of lay-off 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 recall and may instead remain on lay-off. This provision supersedes the job posting provision.

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

Benefits on Layoff

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

22.06 For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged **after the bumping procedure has taken place.** It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the

full-time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

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

ARTICLE 23 TRANSFERS

23.01 Temporary Transfer - When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, she shall be paid the rate in the higher salary range immediately above her current rate for all hours worked in the assignment.

23.02 (a) If an employee is transferred or reclassified to a higher rated job group, she shall receive the rate immediately above the rate of her prior job in the salary range of the job to which she is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

 (b) Employees transferring to a lower paid classification shall receive the rate of pay applicable to their corporate seniority in the lower classification.

23.03 An employee whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1800 hours paid for each year of full-time seniority. **Any** time worked in excess of an equivalent shall be prorated at the time of transfer.

23.04 Employees transferring under the provisions of Article **23.03** shall not be entitled to change her status for a period of six (6) months after her most recent status change.

23.05 The Employer agrees that employees may be permitted to transfer from one Versa Care Centre nursing home to another Versa Care Centre nursing home in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions:

(a) Employees wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, within thirty (**30**) days of leaving employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preferences (if any), and when they would be available to commence work.

(b) **An** applicant, who is permitted to transfer from one nursing home to another as a result of this transfer procedure, will retain any seniority that she had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will only be able to exercise home seniority for purposes of transfers, promotions, lay-offs and reductions in staff.

In the event that an employee is hired (not transferred) into this home and has recent/related experience at another Versa Care Centre nursing home, in the same chain clause (b) above shall apply as it relates to seniority and wage rate.

ARTICLE 24 JOB POSTING

24.01 When a vacancy occurs in any department of the

Home, coming within the scope of this Agreement, a notice will be posted or circulated requesting applications to fill such vacancy from employees of the Employer.

24.02 Such notice will be posted in all departments and shall remain posted for ten (10) calendar days to permit applicants to make application for the vacancy.

24.03 If no applications to fill the vacancy are received from employees of the Employer, or if the applicant or applicants are not, in the opinion of the Employer, considered to be suitable for such vacancy, then the Employer may fill the vacancy from the open market subject to the applicant's right to the grievance procedure.

24.04 In considering applications, preference will be given according to seniority, provided that qualifications, experience, ability and skill of the employees concerned are relatively equal.

24.05 Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered prior to consideration of persons not employed by the Home. In the event one or more part-time employees apply, the Employer shall consider the qualifications, experience, ability skill and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

24.06 The successful applicant shall be placed on trial in the new position for a period of 337 1/2 working hours. Such trial promotion or transfer shall become permanent after the

trial period unless:

(a) the employee feels that she is not suitable for the position and wishes to return to her former position,

or

(b) the Employer feels that the employee is not suitable for the position and requires that she return to her former position.

24.07 In the event of either Article **24.06** (a) or (b), the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position and salary without loss of seniority.

24.08 The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

24.09 In respect of Articles **23.04** and **24.06**, it is understood that:

(a) Article **23.04** shall apply only to transfers from one unit to another, i.e., from part-time status to full-time status.

(b) Article **24.06** shall apply only where a full-time employee transfers to another classification within the full-time unit.

24.10 In the event the Employer plans to change a vacant

full-time position to a part-time position, it will advise the Union and discuss its plans with them.

24.11 (a) A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six calendar weeks. Employees working **less** than **37 1/2** hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article **24.05**. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six weeks duration as the Employer may deem appropriate.

(b) During the summer vacation period, employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. **An** employee exercising her option shall not as a result of such extra work change her employment status (ie. part-time, full-time).

ARTICLE 25 JOB CLASSIFICATION & WAGES

25.01 Schedule "A" attached hereto shows the classifications and wages of the employees within the bargaining unit with effect from the dates set out therein. The parties

agree that the said schedules and contents thereof shall constitute part of the Agreement. It is further agreed that if any new classifications within the scope of the certificate of certification are created during the lifetime of this Agreement, wage rates for such classification shall commence to be negotiated between the Employer and the Union not later than 14 calendar days after the Employer establishes any such classification. Failure to mutually agree on either a new classification or rate of pay for same, shall be the subject matter of a grievance for the purpose of this Agreement.

25.02 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

ARTICLE 26 PAYMENT OF WAGES

26.01 All employees will be paid bi-weekly on every second Thursday, for the payroll period ending the previous Thursday. In the event that a paid holiday falls on a regular pay day, then the employees will be entitled to be paid on the Wednesday immediately preceding the normal pay day.

26.02 Payments shall be made for time actually worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. Any errors in excess of one day's pay made by the Employer in calculating payments as provided for in this Article shall be corrected and paid when such errors are brought to the attention of the Administrator or his nominee and not delayed or paid on the following pay day. Errors of one day's pay or less shall be paid the next following pay day.

26.03 There shall be no pyramiding of premium pay,

overtime pay, sick pay and paid holiday pay.

26.04 The employer shall provide all pay cheques, or in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the cheque or stub is not handed to them directly by office or management personnel. For purposes of this article it is understood that management personnel does not include RN's or RPN's.

ARTICLE 27 UNIFORMS

27.01 (a) The Employer agrees to pay a uniform allowance of 5.2 cents per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid Holiday premiums.

(b) The uniform allowance will not be paid on each cheque, but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year. When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

ARTICLE 28 HOURS OF WORK AND OVERTIME

28.01 Hours of Work:

(a) The normal work day shall be seven and one-half (7 1/2) hours, excluding the half-hour meal period. The normal bi-weekly work period for all employees shall be seventy-five (75) hours and within that period the Employer, to the best extent possible, shall schedule four (4) days off for an employee so as to permit two (2) consecutive days off in a week.

(b) The Employer will arrange shift schedules such that full-time employees will receive a minimum of one (1) weekend off in three (3). **However, the Employer will endeavour to maintain the current practice of one (1) weekend off in two (2) unless mutually agreed.**

(c) Each seven and one-half (7 1/2) hour shift shall include two (2) fifteen (15) minute rest periods, one in each half of the shift.

The Employer agrees to provide free coffee or tea to employees during the rest periods referred to in this Agreement and during the half hour meal period.

(d) Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period.

Rest and Meal Periods shall be uninterrupted, except in case of emergency.

(e) This is not to be read or construed as a guarantee of hours of work per day or for a bi-weekly period or of days of work per bi-weekly period.

(f) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for 7 1/2 hours, notwithstanding the fact they have worked either 6 1/2 hours or 8 1/2 hours.

(g) There shall be no split shifts.

28.02 Overtime:

(a) Subject to the provisions of **31.04**, the Employer shall pay time and one-half the normal rate of pay calculated to the nearest 15 minutes worked for all time in excess of seven and one-half (**7 1/2**) hours per day or thirty-seven and one-half (**37 1/2**) hours in any week of the bi-weekly period. Overtime pay shall also be paid for work performed before the scheduled starting time and during an employee's scheduled time off; provided, however, that such overtime has been authorized by the appropriate supervisor or acting supervisor. There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

(b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

(c) **An** employee who is absent on paid time during her scheduled work week, because of sickness, Workers' Compensation, bereavement, holidays, vacation or Union leave on scheduled days of work, shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

(d) **An** employee required to work at least three (**3**) hours overtime in succession with the end of her shift, will receive one (1) free meal.

ARTICLE 29 SHIFT PREMIUMS

29.01 (a) All employees who are required **by** the Employer to rotate over two (**2**) or more shifts shall receive a shift premium of twenty-eight (**28**) cents 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.

(b) Responsibility Pay When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of 1/2 shift, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.

(c) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of \$3.00 for each shift.

A ; 30 SCHEDULING OF DAYS OFF

30.01 The Employer agrees to arrange shifts so that employees will receive a minimum of twenty-four (24) hours between shifts and changeover of shifts, and forty (40) hours if there is one day off between the changeover, and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Administrator or designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.

30.02 Except in the case of an emergency (and exclusive

of the effect of an exchange of shifts between two (2) employees for personal convenience), no employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided, however, that overtime rate shall be paid for any days worked over seven (7) consecutive days by reason of such emergency or otherwise except only because of such exchange.

30.03 Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Department Supervisor one (1) week in advance of posting.

30.04 All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (**1 1 /2**) for all hours worked.

Employees who are scheduled to work less than seventy-five hours in a two (2) week period will not qualify for overtime on an assigned day off until they have completed seventy-five (**75**) hours of work in the scheduled two (2) week period.

ARTICLE 31 WAGE PROGRESSION

31.01 Employees within their position classification will progress from "Level 1" to "Level 2" on the basis of **1,950** hours paid at "Level 1" to "Level 2". Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for by the Workers' Compensation Board, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification. All hours worked and hours paid during the

probationary period (fifty (50) days), shall be counted towards hours required to move from the start rate to the one year rate.

ARTICLE 32 CALL-BACK & CALL-IN

32.01 When employees are called back to work after leaving the Home premises upon completion of their shift, such employees will receive a minimum of four (4) hours pay at straight time or time and one-half (1 1/2) for actual hours worked, whichever is the greater.

32.02 (a) "Call-in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

(b) Employees who are called in will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period, who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

(c) Where the call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

(d) If the employee reports for work within one hour of the request for call-in, then the Employer will guarantee a minimum of four (4) hours work.

ARTICLE 33 MINIMUM HOURS GUARANTEED

33.01 If an employee reports for work as scheduled but for whom no work at her regular job is available, or because a change was made in the schedule without notifying the employee concerned at least twenty-four (24) hours in advance, she shall be entitled to a minimum of four (4) hours pay.

ARTICLE 34 PRORATION FORMULA

34.01 Proration Formula: Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a pro rata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

The calculation of proration percentages shall be determined by dividing hours paid in the previous predetermined six month period by .975.

Hours paid in calculating proration formula will include W.C.B. and W.I.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the employer's paid share of premiums, benefits and holiday pay,

The predetermined six (6) month period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.

34.02 When an employee is on:

(a) maternity leave,

(b) adoption leave, or

(c) approved leave of absence in excess of 30 continuous calendar days;

proration upon return, shall be based on $\frac{1}{2}$ in effect prior to commencement of leave.

34.03 Employees who regularly work more than 66 hours bi-weekly, shall have 100 $\frac{1}{2}$ of employer portion of insured benefits paid.

34.04 (a) Holiday and vacation entitlement for employees who regularly work more than 66 hours bi-weekly, but less than 75 hours bi-weekly, shall be based on provisions of employees regularly working 75 hours.

(b) Holiday pay and vacation pay for employees who regularly work less than 75 hours is as follows:

(i) Holiday pay - based on proration formula (based on hours regularly worked - 4 hour shift = 4 hours pay.)

(ii) Vacation pay - percentage of earnings.

34.05 (a) Weekly Indemnity participation is voluntary for all employees.

(b) employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.

(c) an employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.

(d) notwithstanding (c) above;

i) an employee who averages over sixty-six (66) hours paid in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,

ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting,

iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately prior, may enrol at the commencement of the next sign up period,

without evidence of insurability.

ARTICLE 35 PAID HOLIDAYS

35.01 (a) Employees who have completed their probationary period shall receive the following statutory

holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

(b) There shall be one (1) additional paid holiday on the third Monday in February. The understanding is that the date of the additional holiday will correspond with Heritage Day.

The intent is that there shall be no more than eleven (11) paid holidays through to the expiry date of this Agreement. If another Federal, Provincial, or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

(c) Upon the completion of the probationary period, the employee shall be paid for any and all paid holidays for which they have not been paid, which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.

35.02 The anniversary date of an employee's employment will be recognized as a paid float holiday which is to be taken on the anniversary date or within thirty (30) days following the anniversary date.

35.03 *An* employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

However, if an employee's absence on the regular

working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness. Except at Christmas and New Year's period where there is more than one (1) holiday. The entitlement shall be limited to a maximum of two (2) days. If an employee has met the qualifiers for statutory holidays, they are deemed to have qualified for lieu day pay.

35.04 Employees required to work on any of the above paid holidays shall receive their regular day's pay, plus time and one-half for all time worked on such paid holiday.

35.05 In arranging payment for the above compensation, the Employer may by mutual agreement pay on any one of the following basis:

(a) the regular day's pay plus time and one-half (1 1/2) in money.

(b) time and one-half (1 1/2) in money plus one (1) day off within sixty (60) days of the said holiday.

(c) one (1) day's pay plus one and one-half (1 1/2) days off within sixty (60) days of the said holiday.

35.06 For purposes of clarification as to when a Statutory Holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are concluded before 8:00 a.m.

35.07 In the event that the paid holidays fall on an employee's day off or during her vacation period, the employee

shall receive an additional day off, or one (1) day added to her vacation.

35.08 An employee who is absent on a paid holiday after being posted to work, forfeits all pay for that day.

35.09 There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

ARTICLE 36 VACATIONS

36.01 (a) For the purpose of calculating eligibility, the vacation year shall be the period from May 1 of any year to April 30 of the following year.

(b) Vacations are not cumulative from year to year and all vacations must be taken by no later than one (1) month prior to the next vacation cut-off date. Employees shall not waive vacation and draw double time.

36.02 (a) Employees having less than one (1) year of service on April 30 in any year shall be entitled upon the completion of their probationary period to a credit of one (1) day's vacation with pay for each month of service to a maximum of nine (9) working days vacation with pay.

(b) Employees with one (1) year or more of service as of April 30 of any year shall receive two (2) weeks vacation with pay;.

(c) Employees with three (3) years of service or more shall receive three (3) weeks vacation with pay;.

(d) Employees with eight (8) years of service or more shall receive four (4) weeks vacation with pay;

(e) Employees with fifteen (15) years of service or more shall receive five (5) weeks vacation with pay.

(f) Employees' with twenty-five (25) years of service or more shall receive six (6) weeks vacation with pay

(g) R.P.N.'s shall receive three (3) weeks' vacation with pay after two (2) years' of service provided they hold an R.P.N. Certificate

(h) Vacations may normally be taken in the months of May to September, both inclusive, and shall be taken on a seniority basis within each department. Preference of employees for vacation times will be indicated to the Employer by the employees in order of their seniority but the Employer will make the final decision as to when vacations can be taken.

36.03 Vacation pay shall be paid to all employees by separate cheque on the regular pay day in advance of the commencement of their vacation period and all normal deductions made from an employee's pay shall also be made from such vacation pay.

36.04 In calculating vacation pay in accordance with Article 36.02 (b) through (g), if the vacation pay for two (2), three (3), four (4), five (5) weeks, or six (6) weeks is less than four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve (12%) percent of gross salary for the vacation year ending April 30, the employee shall be paid the four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) or twelve percent (12%) of salary instead of the regular two (2), three (3), four (4), five (5) or six (6) week's pay.

Effective April 1, 1985 vacation pay to be paid as a percentage of total earnings or regular pay, whichever is the greater.

36.05 If an employee terminates her employment with the Employer or is discharged or laid off, she shall be paid vacation pay on the following basis:

(a) Four percent (4%) for all time paid from May 1 of any year, if the employee's service is less than one (1) year.

(b) Four percent (4%) for all time paid from May 1 of any year, if the employee's service is more than one (1) year and less than three (3) years.

(c) Six percent (6%) for all time paid from May 1 of any year, if the employee's service is more than three (3) years.

(d) Eight percent (8%) for all time paid from May 1 of any year, if the employee's service is more than eight (8) years.

(e) Ten percent (10%) for all time paid from May 1 of any year, if the employee's service is more than fifteen (15) years.

(f) Twelve percent (12%) for all time paid from May 1 of any year if the employee's service is more than twenty-five (25) years.

36.06 Employees who are regularly scheduled to work less

than 75 hours bi-weekly shall receive vacation benefits for the vacation year as follows:

TOTAL HOURS PAID
AS OF APRIL 30

VACATION
ENTITLEMENT

0 to less than 1800
hours paid

4% of gross earnings
for the vacation year

1,800 hours to less
than 5,400 hours paid

2 calendar weeks vacation
with pay at 4% of gross
earnings for the vacation
year.

5,400 hours to less
than 14,400 hours paid

3 calendar weeks vacation with
pay at 6% of gross earnings
for the vacation year.

14,400 hours to less
than 27,000 hours paid

4 calendar weeks vacation with
pay at 8% of gross earnings
for the vacation year.

27,000 hours to less than
45,000 hours paid

5 calendar weeks vacation with
pay at 10% of gross earnings
for the vacation year.

45,000 hours or more

6 calendar weeks vacation with
pay at twelve (12%)

For accrual purposes only hours worked to March 14, 1988 and hours paid effective March 15, 1988.

On and after March 15, 1988, 1800 hours paid equals one (1) year of service.

ARTICLE 37 HEALTH AND WELFARE

All Health and Insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula.

37.01 O.H.I.P.: The Employer has agreed to pay one hundred percent (100%) of the billed rate of the O.H.I.P. premium for employees. The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means if the employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.

37.02 Major Medical: The Employer agrees to implement a major medical **\$10 -\$20** No CO-Insurance Plan (similar to Blue Cross E.H.C.). The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for employees who participate in the Plan. If an employee is otherwise covered the Employer shall not be obligated to contribute.

37.03 Semi-Private: The Employer shall pay 100% of the premium cost of semi private coverage.

37.04 Life Insurance: The Employer will pay one hundred percent (100%) of the cost of \$17,000 of life insurance.

37.05 Vision Care: The Employer agrees to pay one hundred percent (100%) of the billed premium of a \$90.00 Vision Care Plan for those employees who participate. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

37.06 Dental Plan: The Employer agrees to continue a dental plan (equivalent to Blue Cross #9), O.D.A. fee schedule

for 1991. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees - provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions.

37.07 Hearing Aids: The Employer agrees to continue a \$300 Hearing Aid Benefit **100%** Employer paid.

37.08 Change of Carriers: The Employer will notify the Union if it intends to change the insurance carrier as well as provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer.

37.09 New Hires: All newly hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The pro rata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a **75** hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement up to 100% of the Employer's paid share of premiums and benefits.

Employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. **An** employee who has not enrolled in a plan, or has withdrawn, may enrol in a plan but will not be eligible to claim benefits in the first six months of the enrolment and once (re)enrolled, may not withdraw from the plan(s) at a later date.

37.10 Enrolment: Employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. **An** employee who has not enrolled in a plan, or has withdrawn, may enrol in a plan subject to carrier approval, but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July each year.

Late Enrolment or Re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- (a) Life - when coverage approved.
- (b) Dental -*\$200.00 maximum benefit/covered person.
- (c) EHC
 - (i) Drugs -*\$150.00 maximum benefit/covered person.
 - (ii) Vision - no benefit during first six months.

(iii) Hearing - no benefit during first six months.

* - During first 12 months of coverage.

37.11 The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence (Weekly Indemnity) or Workers' Compensation **provided the employee contributes his/her share as per 22.05.**

37.12 It is understood that the obligation of the Employer to pay the aforesaid benefits while on Workers' Compensation or paid leave of absence (Weekly Indemnity) shall continue only so long as the employment relationship between the Employer and employee continues.

37.13 The employees' share of the employer's unemployment insurance premium reduction will be retained by the employer towards offsetting the cost of the benefits contained in this agreement.

37.14 ~~Health & Welfare Benefit Dispute Resolution Process~~ :

Any grievance arising from the interpretation, application and/or administration of the health and welfare benefits shall be resolved as follows:

(a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.

(b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.

(c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.

(d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.

(e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.

(f) The arbitrators for this process shall be:

Nancy Backhouse
Deena Boltman

If additional arbitrators are necessary, I shall remain seized to appoint these, if the parties are unable to agree.

(g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.

(h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where

the benefit is self-insured and by the insurers and the Union where the benefit is insured.

(i) This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

(j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights of rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.

(k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.

(1) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

ARTICLE 38 LEAVES OF ABSENCE

38.01 The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such

leave will not unduly affect the proper operations of the Nursing Home.

In requesting such Leave of Absence, the Union must give twenty-one (21) days clear notice to the Employer, to be confirmed by the Union in writing.

38.02 Union Leave:

(a) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for the leave of absence, without pay, to any employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union.

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

38.03 Bereavement Leave:

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

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

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

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

(e) **An** employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

Note: It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.

(f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid

leave.

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

 i) notifies the Nursing Home immediately on the employee's notification that she will be required to attend at court;

 ii) presents proof of service requiring the employee's attendance; and

 iii) deposits with the Nursing Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

38.05 Pregnancy & Parental Leave:

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

 (b) Pregnancy Leave:

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

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

(ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

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

Additional leave of absence may be taken under Article 38.05 (j).

(iv) Notwithstanding article 38.05 (b) (ii) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

That benefit will be the equivalent to the

difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of unemployment insurance benefits. In any week, the total amount of the SUB payments and the weekly rate of U.I. benefits will not exceed 75% of the employee's normal weekly earnings.

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

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

Such payment shall commence after the two week unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

The SUB top-up by the Home will not take into

account UIC insurable earnings from sources other than this facility.

(c) **An** employee who does not apply for leave of absence under Article 38.05 (b), (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 38.05 (b) (ii) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.

(d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

(e) **An** employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall **so** advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All employees who fill vacancies as a result of the

above absences shall likewise be returned to their former permanent positions.

(f) Where the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 38.05 (e).

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

(h) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

(i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 38.05 (j) of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

(j) Parental Leave:

(i) **An** employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or

custody of The employee, shall be entitled to parental leave.

(ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as her own.

(iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

(iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

(v) For the purposes of parental leave under Article 38.05 (j) Parental Leave, the provisions under 38.05 (a), (d), (e), (f) (g), (h) and (i) shall also apply.

38.06 Paternity Leave: Two (2) days unpaid paternity leave shall be granted to male employees to be taken within ten (10) days of the birth of his child.

ARTICLE 39 PERSONAL LEAVE OF ABSENCE

39.01 (a) The Administrator shall have the discretion to grant a leave of absence without pay for extenuating personal reasons provided that the Administrator receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. This discretion shall not be unreasonably exercised. Applicants when applying must indicate the date of departure and specify the date of return.

(b) Employees who are on leave of absence will not engage in gainful employment with any other employer unless mutually agreed to between the Employer and the Union. If an employee does engage in gainful employment which has not been mutually agreed to while on such leave of absence, the employee will forfeit all seniority rights and privileges contained in this Agreement.

(c) **An** employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

ARTICLE 40 LEAVE OF ABSENCE RULES

40.01 To qualify for leave of absence, as stipulated in Article 39.01, the employee must have completed six (6) months of employment with the Employer.

40.02 If the leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

ARTICLE 41 PAID EDUCATIONAL LEAVE

41.01 If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade her employment qualifications.

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one 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 Nursing Home.

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

ARTICLE 42 INCOME PROTECTION IN CASE OF ILLNESS

42.01 Effective August 1, 1982 a Weekly Indemnity Plan will be implemented to be effective on the first day of hospitalization or accident or the eighth (8th) calendar day of illness. Coverage will continue for a maximum period of seventeen (17) weeks at sixty-six and two-thirds (66 2/3%)

percent of an employee's regular salary.

42.02 Employees employed at August 1, 1982 will retain their current sick leave credits until reduced by usage to a new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.

42.03 Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14) credits. Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one (1) illness.

Weekly indemnity plan for new employees to be effective on completion of the probation period. For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the Collective Agreement and benefits will be provided for scheduled lost time in accordance with the plan policy.

42.04 Full-time Part-time Sick Leave Transfers: Sick leave benefits accumulated at time of transfer from full-time to part-time status or part-time to full-time status shall remain to the credit of the employee and shall be used in accordance with Article 41.01 of the Agreement.

42.05 The weekly indemnity plan will apply to employees upon completion of the probationary period.

42.06 The weekly indemnity cheques shall be mailed directly to the employees home.

42.07 Seriously Ill Prior to Vacation:

(a) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

(b) It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to her scheduled vacation.

42.08 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income.

42.09 Absence for injury compensable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.

42.10 Once sick leave credits are earned, they may be used when sickness forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total credits accumulated.

42.11 **An** employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. **An** employee who will be absent on the day shift due to personal illness must notify the Employer at least one (1) hour prior to the commencement of the shift, unless impossible.

Failure to give notice may result in loss of sick leave benefits that day of absence.

42.12 When an employee is absent from work because of disabling accident or sickness, the Employer reserves the right to request proof of illness by medical certificate for an absence in excess of two (2) days and for the fourth and succeeding illness in a sick leave year.

42.13 Upon request, the Employer will notify the employee of her accumulated sick leave credits.

42.14 *An* employee who is absent due to pregnancy related illness may be eligible for sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article **38.05** (j).

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

ARTICLE 43 WORKERS' COMPENSATION

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

(a) *An* employee will not be eligible for paid holidays, sick leave or uniform allowance or any other benefits of this Agreement except where specified otherwise during any absence covered by Workers' Compensation.

(b) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of this Agreement.

43.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is six (6) weeks or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 23) of this Agreement. Where the anticipated absence is less than six (6) weeks, the Employer may fill the position at its discretion.

43.03 *An* employee shall continue to accrue seniority for purposes of layoff, recall, job posting or other non-economic reasons while in receipt of W.C.B. benefits for a period of up to twenty four (24) months. During this period, an employee shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

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

(b) If an employee returns to work after fifty-two (52) weeks following the commencement of the W.C.B. claim, but

prior to two (2) full years mentioned in Article **43.03** above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article **17**. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

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

43.06 The Employer will pay the employee's regular wages on the day of the accident.

NOTE: Also refer to Article **34.05** - Weekly Indemnity Enrolment & Proration.

43.07 Workers' Compensation Board Challenge: In the event that the Employer challenges a Workers' Compensation Board Claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the Income Protection Plan Article 42. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the

Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workers' Compensation Board. If the claim for the Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which she would be entitled under the Income Protection Plan Article 41. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 44 RETROACTIVE PAY

44.01 Retroactive payment to be made within **two (2) full pay periods following ratification** and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by pre-paid post addressed to their last known address. Entitlement is lost if not claimed within 30 days. Employer will pay retroactivity on a separate cheque, **with a breakdown of hours.**

ARTICLE 45 GENERAL

45.01 (a) Physical Examinations Before final acceptance for employment, all applicants will be required to pass a physical examination. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the employee and the Home. If an employee is assigned to work before the physical examination is completed, it is understood that continued employment is pending upon the results of the physical examination.

(b) All employees are required to have an annual chest x-ray. With respect to chest x-rays, the Union has agreed to use its best efforts to arrange with the local Sanatorium

Association to have the portable unit brought to the Home. If this cannot be arranged, the employee will be required to attempt to have the x-ray on her own time at her own expense, if any.

(c) In the event the nursing home requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Home the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

45.02 Bulletin Boards: **No** prior written approval from the Employer is required for The Union to post notices of Union activities on bulletin boards.

45.03 Letters of Reprimand: Letters of reprimand, **discipline and suspension** shall be removed from all files after a period of eighteen (18) months.

45.04 Printing of Agreement: The Employer and the Union will share equally in any cost of printing of the Agreement.

45.05 Annual Medical: The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

45.06 Sick Leave Credits: If the Employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such

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certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

45.07 Drug Plan: The Drug plan will be modified as necessary to require generic substitutions for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The parties will meet to discuss the implementation of this modification to the drug plan.

ARTICLE 46 DURATION. TERMINATION & SIGNING OF AGREEMENT

46.01 This Agreement shall continue in full force and effect for a period from January 1, **1997** until December **31, 1998** and shall continue automatically thereafter during annual periods of one year each, unless or until either party notifies the other within the three (3) months next preceding the expiration date of the Agreement in writing that it desires to amend or terminate this Agreement.

46.02 In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is agreed upon.

46.03 All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of The Ontario Labour Relations Act, **1983**, Chapter **42** and any amendments thereto.

46.04 A draft of the negotiated Agreement will be made

available by the Employer affected for the Union within thirty (30) days of the ratification of the Agreement reached. The proofread Agreement, as corrected, if necessary, will be signed by the Employer and submitted to the Union within five (5) days of the approval of any regulatory body. The Union will sign and return the agreed number of copies within ten (10) days of the receipt of the signed Agreement.

ARTICLE 47 PENSION PLAN

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

47.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight wages for all hours worked, including:

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

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

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

47.02 Each eligible employee covered by this collective

agreement shall contribute from each pay period an amount equal to four percent (4%) of the applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

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

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

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but his required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the employer of this increased obligation to the extent that any such obligations exceeds that which the employer would have if the Plan were a defined contribution plan.

47.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P8, as amended,

which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise.

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

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

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

For further specificity, the items required for each eligible employee by article .05 of the agreement are:

i) To Be Provided Once Only at Plan Commencement:

Date of Hire
Date of Birth
Date of first remittance
Seniority List

(for purposes of calculations past service credits)

ii) To Be Provided With Each Remittance:

Name
Social Insurance Number
Monthly remittance
Pensionable earnings

iii) To Be Provided Once, and if Status Changes:

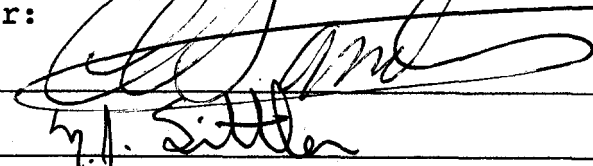
Address as provided to the Home
Termination date when applicable

iv) To Be Provided Once if they are Readily Available:

Gender
Marital Status


IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the 28 day of October, 1997.

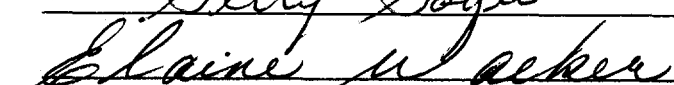
VERSA CARE CENTRE INC.
Per:



M. Sittler

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL ~~288~~ 183 ~~55~~





SCHEDULE "A" WAGES

<u>CLASSIFICATION</u>	<u>SERVICE LEVEL</u>	<u>JAN. 1, 1997</u>	<u>JAN. 1, 1998</u>
R.P.N.	Start	15.28	15.43
	1 year	15.70	15.86
	2 years	16.09	16.25
H.C.A. Activity Aide (Certified)	Start	13.13	13.26
	1 year	13.52	13.66
	2 years	13.95	14.09
N.A. (Uncertified) Activity Aide	Start	12.97	13.10
	1 year	13.37	13.50
	2 yrs	13.80	13.94
Housekeeping Laundry & Dietary Aides	Start	12.82	12.95
	1 year	13.25	13.38
	2 years	13.64	13.78
COOK 1	Start	14.23	14.37
	1 year	14.68	14.83
	2 years	15.06	15.21
COOK 2	Start	13.64	13.78
	1 year	14.05	14.19
	2 years	14.48	14.62
OFFICE	Start	12.97	13.10
	1 year	13.37	13.50
	2 years	13.80	13.94
O/T & P/T Aides	Start	13.48	13.61
	1 year	13.88	14.02
	2 years	14.29	14.43
Maintenance	Start	14.75	14.90
	1 year	15.11	15.26
	2 years	15.50	15.66

PROBATIONARY RATE: To be twenty (20) cents less per hour than the Start Rate in all classifications.

Handyman: A premium of fifteen (15) cents per hour above the applicable housekeeping rate to be paid for all hour worked in the handyman classification when designated by the Employer.

Health Care Aide classification for Health Care Aide Certificate or equivalent presently being recognized by the Employer. Employees who work as Activity Aides and who hold a Health Care Aide certificate or Recreation Certificate shall receive 15 cents above their applicable classification rate.

LETTERS OF UNDERSTANDING

BETWEEN

VERSA CARE LTD.

-and-


SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 183

This signature sheet covers the following listed Letters of Understanding:

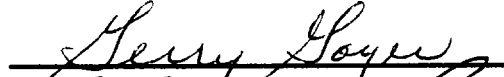
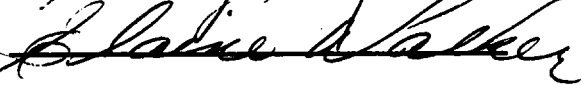
1. Re: Pension
2. Re: Sick Leave - Pre-scheduled Hours
3. Re: Part-time Vacation Pay
4. Re: Elected or Appointed to Federal, Provincial, Municipal or Regional Municipal Office
5. Re: Cook II
6. Re: Vacation Days - Full-time Employees
7. Re: Christmas/New Year's Schedule
8. Re: Job Posting - Letter of Clarification
9. Re: Punching-In at the Time Clock
10. Re: Benefit Plan Changes
11. Re: Mediation/Arbitration

Dated this 28 day of October, 1997.

FOR THE EMPLOYER:



FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

VERSA CARE LTD.

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 183

Re: Pension

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

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

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

LETTER OF INTENT

BETWEEN

VERSA CARE LTD.

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 183

Re: Sick Leave - Prescheduled Hours

Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours if pre-scheduled twelve (12) hours or more in accordance with the sick leave article. The Employer will preschedule for absences once it has knowledge thereof to the extent that it is able to do so.

LETTER OF UNDERSTANDING

BETWEEN

VERSA CARE LTD.

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 183

Re: Part-time Vacations

Vacation Pay for part-time employees will be paid once per year at the request of the employee. It is the responsibility of the employee to ensure that they take a minimum of two (2) weeks off for vacation. The Employer has the right to schedule vacation time off if the employee does not do so.

LETTER OF INTENT

BETWEEN

VERSA CARE LTD.

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 183

Re: Elected or Appointed to Federal,
Provincial, Municipal or Regional
Municipal Office

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of her elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with her duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

LETTER OF UNDERSTANDING

- between -

VERSA CARE LTD.

- and -

**SERVICE EMPLOYEES' UNION
Local 183**

Employees currently employed as Cook II, who hold a permanent Certificate of Qualification as per the Apprenticeship and Tradesman's Qualification Act, Regulation 36, Section 21, shall be reclassified as Cook I when such Certificate is provided to the Employer.

'LETTER OF UNDERSTANDING

- between -

VERSA CARE LTD.

- and -

SERVICE UNIONS UNION

LOCAL 183

Re: Vacation Days - FT Employees

It is agreed that the Employer will grant single vacation days to employees and the Union agrees that such granting of days is at the discretion of the employer and shall not unduly affect the proper operation of the Nursing Home.

Employees shall advise the Employer in writing of their intention to take single vacation days by April 1 of each year.

Employees requesting such single days shall give the Employer two (2) weeks notice of their intent to take these days, ensuring such requests are within the scope of the Collective Agreement.

It is understood and agreed that for the purpose of this understanding, single vacation days shall not be granted between the period of December 15th and January 15th of any given year(s).

LETTER OF UNDERSTANDING

- between -

VERSA CARE LTD.

- and -

SERVICE EMPLOYEES UNION

LOCAL 183

Re: Christmas/New Year's Schedule

Employees shall be scheduled off either Christmas or New Year's.

In the event that there are too many requests for either day off, the deciding factor(s) shall be seniority. It is understood that part-time employees must be available to work for either Christmas or New Year's.

In the event that both Christmas and New Year's off can be accommodated for staff, it shall be offered according to seniority.

In the event that an employee wishes to work both Christmas and New Year's, this would not be a violation of this Letter of Understanding.

LETTER OF UNDERSTANDING

- between -

VERSA CARE LTD.

- and -

SERVICE EMPLOY UNION

LOCAL 183

Re: Job Posting - Letter of Clarification

For those agreements having a trial period as part of the job posting procedure, it is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

LETTER OF UNDERSTANDING _____

- between -

Versa Care Centre (Ottawa)

- and -

SERVICE EMPLOYEES UNION LOCAL 183

The Union and the Employer agree that employees are personally responsible to punch in at the time clock in sufficient time to report to their work station at the scheduled start of their shift and to punch out when their tour of duty is complete.

Employees who, without a valid reason arrive late at work, leave early from their scheduled tour of duty or neglect to punch their time card more than twice in a calendar year will be docked fifteen minutes after their second and subsequent infraction accompanied by a warning according to the progressive discipline procedure.

The validity of the reason is to be assessed by their immediate supervisor or department head based on the circumstances presented.

LETTER OF UNDERSTANDING

- between -

VERSA CARE LTD.

- and -

SERVICE EMPLOYEES UNION

LOCAL 183

The parties agree to discuss potential mutually beneficial changes to the Benefit Plan during the term of this agreement.

LETTER OF UNDERSTANDING

- between -

VERSA CARE LTD.

- and -

SERVICE EMPLOYEES UNION

LOCAL 183

Re: Mediation/Arbitration

The parties. agree to utilize the services of mediation/arbitration (where applicable) in the resolution of grievances prior to applying for Arbitration. The intent is to expedite the process and reduce costs of arbitration.

The parties further agree that they shall share the costs associated with such process (mediation/arbitration) fifty-fifty (50/50) if this service is utilized.

ADDENDUM TO AGREEMENT COVERING
PART-TIME BARGAINING UNIT EMPLOYEES

B E T W E E N :

VERSA CARE LTD.
(hereinafter referred to as the "Employer")

OF THE FIRST PART;

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 183**
(hereinafter referred to as the "Union")

OF THE SECOND PART;

WHEREAS the Union has been certified by The Ontario Labour Relations Board as the certified bargaining agent of the employees of the Employer in the bargaining unit described as follows, namely:

All employees of **Versa Care Ltd. in the City of Ottawa**, regularly employed for not more than twenty-two and one-half (22 1/2) hours per week save and except Registered Nurses, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dieticians, Student Dieticians, Technical Personnel, Supervisors, Foremen, persons above the rank of Supervisor or Foreman and Students employed during the school vacation period.

INCORPORATION

The Employer and the Union agree that all provisions of the Full-time Collective Agreement to which this addendum is attached, shall be incorporated into the addendum and be applicable to part-time employees as hereinbefore defined, unless

such provisions are specifically excluded in their application to part-time employees.

The Employer and the Union agree that all Articles of the Full-time Collective Agreement shall apply to part-time employees **except as specified below:**

ARTICLE 5 UNION SECURITY & CHECK OFF OF UNION DUES.

5.02 Such deductions shall commence in the month immediately following the **date of hire**. Before the end of each month, the Employer shall remit by cheque to the Union the total amount of deductions made for the month and name the employees from whose pay such deductions have been made.

ARTICLE 10 COMMITTEES

10.01 The Employer will recognize a Union Grievance Committee consisting of not more than two **(2)** employees of the unit herein as Stewards from different departments of the Employer.

Such Stewards shall be elected by the Employees of the Home and each Steward shall be an employee of the Employer and shall have acquired seniority.

10.02 (a) One (1) of the Stewards shall be elected by the said Employees as the Chief Steward who may be the principal spokesman for the Committee composed of not more than two (2) Stewards.

(b) The Chief Steward from the full-time unit may also be the Chief Steward for the part-time unit.

10.03 The Union will notify the Employer in writing of the names of the Stewards from time to time and the Employer will

not be required to recognize the Stewards or the Union Grievance Committee until it has been notified in writing by the Union of the names of the employees elected.

10.04 The Union acknowledges that Stewards have regular duties to perform for the Employer and that they will not leave their regular duties without first obtaining permission from their immediate Supervisor.

10.05 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of the Union Steward or Union Committee Member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

ARTICLE 18 PROBATIONARY PERIOD AND SENIORITY

18.01 An employee will be on probation and will not have any seniority standing with the Employer until she has completed three-hundred and seventy-five (375) regular hours of work. It is a condition of this Agreement that the discharge or layoff of a probationary employee or employees during the said probationary period shall not be the subject matter of a grievance herein. The discharge of a probationary employee shall be at the sole discretion, on a rational basis, of the Employer.

18.02 Upon the successful completion of the probationary period, the employee's seniority shall date back three hundred and seventy-five (375) hours from the date seniority was attained.

18.04 Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment expressed in hours worked.

ARTICLE 21 PROMOTIONS AND DEMOTIONS

Not applicable.

F

22.02 The Employer agrees to give as much advance notice of layoffs and recalls as is reasonably possible.

ARTICLE 23 TRANSFERS

23.06 *An* employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

ARTICLE 26 PAYMENT OF WAGES

26.04 Employees covered by this Agreement shall be paid the hourly rate equivalent of the applicable full-time rate of the classification of which they are regularly employed.

ARTICLE 28 HOURS OF WORK AND OVERTIME

28.01 (a) Not applicable.

(c) There must be two (2) rest periods of fifteen (15) minutes in each full shift and pro-rated for employees working less than a full shift. A full shift shall mean seven and one-half (7 1/2) consecutive hours worked, excluding meal periods and including rest periods. Rest and Meal Periods shall be uninterrupted except in case of emergency.

ARTICLE 30 SCHEDULING OF DAYS OFF

30.01 Work schedules are to be posted at least one (1) week in advance.

30.02 Employees covered by this Agreement will not be regularly scheduled for more than twenty two and one-half (22 1/2) hours per week. However, part-time employees may be offered more work in any week, which the Employee has the option of refusing. Such work shall be offered in accordance with seniority and with due regard to the employee's stated availability for work.

30.03 Part-time employees shall not be scheduled for more than seven (7) consecutive days.

ARTICLE 31 WAGE PROGRESSION

31.01 Employees having gained seniority shall advance to the next higher wage step for each block accumulation of 1,760 hours of work. Hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked and paid for under the Workers' Compensation Act, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

All hours worked and hours paid during the probationary period (three hundred and seventy-five (375) hours) shall be counted towards hours required to move from the start rate to the one year rate.

ARTICLE 32 CALL BACK & CALL IN

32.02 (a) Not applicable.

ARTICLE 36 _____ {

36.01 Part-time employees who are in the employ of the Employer at the 30th day of April of any year shall be entitled to vacation pay as follows:

TOTAL HOURS PAID	VACATION ENTITLEMENT <u>AS OF APRIL 30TH</u>
0 hours to less than 1,800 hours paid	4% of gross earnings for the vacation year
1,800 hours to less than 5,400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
5,400 hours to less than 14,400 hours paid	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
14,400 to less than 27,000 hours paid	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
27,000 hours to 45,000 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year
45,000 hours or more paid	6 calendar weeks vacation with pay at 12% of gross earnings

for the vacation year

For accrual purposes only, hours worked to March 14, 1988 and hours paid effective March 15, 1988.

On and after March 15, 1988, 1800 hours paid equals one (1) year of service.

36.02 Vacations (Transfers): If an employee transfers from permanent part-time or part-time to full time or vice versa, the following method shall be used to calculate her vacation service date: 1800 hours paid equals one (1) year of service.

36.03 For those employees requesting vacation time, vacation will be scheduled during the months of May to September which shall be taken on a seniority basis within each department.

Preference of the employees for vacation time will be indicated to the Employer by the employees in order of seniority, but the Employer will make the final decision as to when vacations can be taken.

36.04 Vacation pay shall be paid to all employees by separate cheque and all normal deductions made from Employee's pay shall also be made from such vacation pay.

ARTICLE 42 INCOME PROTECTION IN CASE OF ILLNESS

Same as full-time agreement, subject to pro-ration formula.

ARTICLE 43 WORKERS' COMPENSATION

43.02 Not applicable.

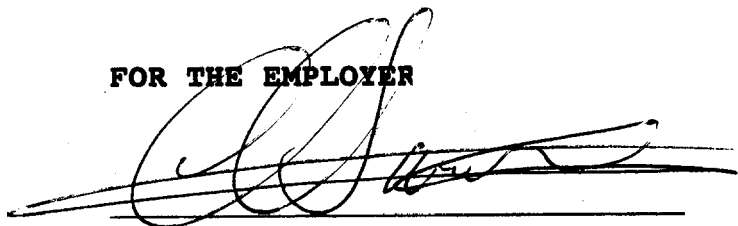
43.03 During the period of up to two (2) years, an employee shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her job.

ARTICLE 47 PENSION PLAN

Same as full-time agreement, subject to proration formula.

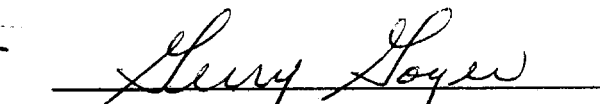
Dated this 28 day of October, 1997.

FOR THE EMPLOYER



M. J. Sittler

FOR THE UNION



Elaine Walker
