

70 P  
500 ME 9533

Unit No. 13 & 13A

SOURCE	Union		
EFF.	94	01	01
TERM.	96	12	31
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	SA		

COLLECTIVE AGREEMENT

BETWEEN

ROYALCREST/YORKVIEW LIFECARE

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
A.F. of L., C.I.O., C.L.C.

SERVICE UNIT FULL-TIME AND PART-TIME

EFFECTIVE: JANUARY 1, 1994

EXPIRY: DECEMBER 31, 1996

MAR 14 1997

06099

## INDEX

ARTICLE	PAGE
Article 1 Purpose . . . . .	1
Article 2 Scope and Recognition . . . . .	1
Article 3 Permanent Part-time Employees . . . . .	2
Article 4 Union Security	2
Article 5 No Strikes or Lockouts . . . . .	4
Article 6 Management Rights . . . . .	4
Article 7 Union Committee and Stewards . . . . .	5
Article 8 Complaints and Grievances . . . . .	6
Article 9 Discharge Grievance . . . . .	8
Article 10 Management Grievances and Union Grievances . . . . .	9
Article 11 Arbitration . . . . .	9
Article 12 Seniority . . . . .	11
Article 13 Seniority Lists . . . . .	16
Article 14 Loss of Seniority . . . . .	16
Article 15 Transfers . . . . .	17
Article 16 Job Posting . . . . .	19
Article 17 Bulletin Boards . . . . .	21
Article 18 Leave of Absence . . . . .	21
Article 19 Paid Educational Leave . . . . .	22
Article 20 Pregnancy and Parental Leave of Absence . . . . .	23
Article 21 Leave of Absence for Union Business . . . . .	26
Article 22 Effect of Absence . . . . .	27
Article 23 Bereavement Leave . . . . .	28
Article 24 Jury and Witness Duty . . . . .	29
Article 25 Hours of Work . . . . .	30
Article 26 Overtime . . . . .	30
Article 27 Scheduling of Hours . . . . .	31
Article 28 Lunch or Meal Periods . . . . .	31
Article 29 Relief Periods . . . . .	32
Article 30 Minimum Reporting Allowance . . . . .	32
Article 31 Call Back Pay . . . . .	32
Article 32 <b>Call In Pay</b> . . . . .	32
Article 33 <b>Pay Day</b> . . . . .	33
Article 34 Paid Holidays . . . . .	34
Article 35 Vacations . . . . .	35
Article 36 Sick Leave . . . . .	37
Article 37 Workers' Compensation . . . . .	41
Article 38 Health and Safety . . . . .	43
Article 39 Health and Insurance Benefits . . . . .	44
Article 40 Uniform Allowance . . . . .	48
Article 41 Retroactive Pay . . . . .	48
Article 42 Wage Progressions, Etc. . . . .	48

Article 43	Permanent Part-time Employee Proration	
	Formula Benefits	49
Article 44	Shift Premiums	50
Article 45	Contracting Out and Work of the Bargaining Unit	51
Article 46	Wage Schedules	51
Article 47	Renewal, Amendment and Termination	52
Article 48	Interpretation	52
	Schedule "A"	54
	Addendum	55
	Letter of Intent <b>Re: Standardize Guildwood</b> <b>and Oakridge</b>	61
	Letter of Intent <b>Re: Public Office</b>	62
	Letter of Intent <b>Re: Sick Leave - Prescheduled</b> Hours	63
	Appendix A	64
	Letter of Understanding	66
	Letter of Understanding	67
	Appendix "E"	68
	Penion Letter of Understanding	69

COLLECTIVE AGREEMENT

BETWEEN:

ROYALCREST LIFECARE GROUP INC.  
YORKVIEW LIFECARE CENTRE  
(Hereinafter called the "Employer")

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
Chartered by the S.E.I.U.  
affiliated with A.F. of L.,  
C.I.O., C.L.C.  
(Hereinafter called the "Union")

WHEREAS the Ontario Labour Relations board did on the 7th day of May 1974, certify the Union as the bargaining agent for certain employees of the Employer.

AND WHEREAS the parties hereto have agreed to enter into a Collective bargaining agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages, for all employees within the bargaining unit.

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

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer **recognizes** the Union as the sole collective bargaining agent for all its employees at Royalcrest/Yorkview in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, registered nurses, office staff, persons

regularly employed for not more than twenty-two and one-half (22 1/2) hours per week and students employed during the school vacation period.

2.02 The Union is hereby established as the sole collective bargaining agent for the employees, and the Employer undertakes that he will not enter into any other agreement or contract with the employees either individually or collectively which will conflict with any of the provisions of this agreement.

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

### ARTICLE 3 - PERMANENT PART-TIME EMPLOYEES

3.01 Permanent part-time employees are hereby defined to be those persons regularly employed on the average more than twenty-two and one-half (22 1/2) hours per week but less than thirty-seven and one-half (37 1/2) hours **per** week who have completed the probationary period described in Article 12.01. Article 43 describes how this Agreement shall affect those persons.

3.02 Permanent part-time employees shall be known as probationary employees until they have worked three hundred and seventy-five (375) working hours.

3.03 The seniority of a permanent part-time employee who has completed the probationary period requirement shall date three hundred and seventy-five (375) working hours (approximately fifty (50) days at seven and one-half (7 1/2) hours per day) prior to the date on which the employee completed his probationary period.

3.04 Part-time employees shall not be scheduled more than 7 consecutive days.

### ARTICLE 4 - UNION SECURITY

4.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or **practiced** upon any employee because of membership in the Union which is hereby **recognized** as a voluntary act on the part of the individual concerned.

.02 (a) The Employer, during the life of this Agreement, as a condition of employment, shall deduct monthly from each employee in the bargaining unit, subject to the provisions of paragraph 4.03 hereof, a sum equal to union dues as certified by the Service Employees International Union, Local 204, from the first pay of each month and remit such sum to the Union on or before the last day of the same month in which the deductions are made, where practicable, along with a list of employees who have terminated in the preceding month and a list of the employees who have completed their probationary period in the preceding month. 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.

(b) 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 Parenting Leave.

4.03 Such deductions with respect to new employees who, on the date of signing of this Agreement have not completed the probationary period, shall become effective upon the first regular deduction date following the first fifty (50) working days after the employee's last date of commencing employment.

4.04 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.

4.05 It is mutually agreed that arrangements will be made for a Union representative to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for the interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The Employer may, if it so desires, have a representative present at any such interview.

4.06 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Administrator.

## RTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 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 works "strike" and "lockout" shall be as defined in The Labour Relations Act, R.S.O. 1980, as amended.

## ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union agrees that it is the exclusive function of the Employer to perform the usual functions of Management, including, but not so as to restrict the generality of the foregoing:

- (a) To maintain order, discipline, efficiency, and establish and enforce reasonable rules and regulations governing the conduct of employees. Such rules will be posted on the employees' Bulletin Board with a copy supplied to the Union Committee. The Management reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Boards with copies to be supplied to the Union Committee. The Union Committee shall have the right to make representation before any rule is amended or any new rule is introduced.
- (b) To hire, transfer, lay-off, 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 his 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 the sole discretion, on a rational basis of the Employer.
- (c) To generally manage and operate the Nursing Home in all respects in accordance with its obligations, determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required, the standards of performance for all employees, and all other matters concerning the Nursing Home's operations.

- (d) 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.

6.02 It is agreed that the function set forth in Article 6.01 shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

#### ARTICLE 7 - UNION COMMITTEE AND STEWARDS

7.01 It is mutually agreed that the Union has the right to elect or otherwise select a negotiating committee consisting of two (2) representatives, one (1) of which shall be the Chief Steward. All members of the Committee shall be regular employees of the Employer who have completed their probationary period.

The Nursing Home members of the committee will be paid by the Employer for time used during normally scheduled working hours in negotiation of this Agreement or its successor, including conciliation.

7.02 The Employer will **recognize** a Union Administrative Committee which shall consist of a Chief Steward and three (3) stewards selected by the Union, not more than two (2) of which committee members shall be advised of the names of the members of this Committee and shall be notified of any changes from time to time. All members of the committee shall be regular employees of the Employer who have completed their probationary period.

7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties and that, so far as possible, all activities of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

#### 7.04 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 (1) 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 a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this agreement. Suitable subjects for discussion will include orientation and **agressive** patients.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A 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 (1) committee only.

#### ARTICLE 8 - COMPLAINTS AND GRIEVANCES

**8.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

**8.02** No grievance shall be considered: Where circumstances giving rise to it occurred or originated more than eight (8) working days before the filing of the grievance except in the case of monetary items.

It is understood that an employee has no grievance until the matter has been referred to his immediate supervisor and an opportunity given to adjust the complaint.

**8.03** A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

##### ~~#1~~ep

The aggrieved employee shall present his grievance in writing, stating the nature of the grievance, to his immediate Supervisor. He shall have the assistance of his Steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within four (4) working days (or any longer period which may be mutually agreed upon) the next step in the grievance procedure may be taken at any time within four (4) working days thereafter.

## Step #2

The aggrieved employee may submit his grievance to the Department Head who shall consider it in the presence of the person or persons presenting same and the Supervisor, and render his decision in writing. The aggrieved employee shall have the assistance of his Steward, if he so desires. Should no settlement satisfactory to the employee be reached within four (4) working days, the next step in the grievance procedure may be taken at any time within four (4) working days thereafter.

## Step #3

The aggrieved employee may submit his grievance in writing to the Administrator. The Union Administrative Committee **as** constituted under Article 7.02 hereof **may** be present at this stage of the request of either party. The said Committee may have the assistance of a general representative of the Union if they so desire. The Administrator shall have five (5) working days to study the matter and make his reply.

## Step #4

If they reply of the Administrator or designate is not satisfactory to the employee, the matter shall then be referred within five (5) working days to the Manager of Labour Relations, Royalcrest. The Manager, Labour Relations, or his designate shall give his reply as soon as possible, but in no **case** shall more than ten (10) working days elapse before a reply is received, unless by mutual consent of the parties. Failing a satisfactory settlement being reached in Step #4, either party may, on giving ten (10) working days notice in writing to the other party of its intention, refer the dispute to Arbitration and the following rules governing Arbitration shall apply.

Where the employee's immediate Supervisor and Department Head are one and the same person, Step #2 will be omitted and the **grievance** may proceed from Step #1 to Step #3.

8.04 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.

8.05 Any of the time allowances above may be extended by mutual agreement of the parties.

8.06 Saturdays, Sundays, and paid holidays designated within this Agreement will not be counted in determining the time within which any action is to be taken or completed under each of the steps of the grievance procedure.

#### ARTICLE 9 - DISCHARGE GRIEVANCE

9.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

9.02 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 the employee is notified of his discharge, except where a case is taken to Arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment 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 his 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 prior to Step #3 may be omitted in such cases.

9.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

9.04 Records of disciplinary action will be removed from employees personnel record files after eighteen (18) months from the date of discipline except in the case of incidents involving third party interface (i.e. residents and families) where the record will remain on file.

9.05 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.

## ARTICLE 10 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

10.01 It is understood that the Employer may bring forward at any meeting held with the Union Administrative Committee any complaint with respect to the conduct of the Union, its officers, or stewards, and that, if such complaint by the Employer is not settled by the mutual satisfaction of the conferring parties, it may be treated **as** a grievance and referred to Arbitration in the same way as the grievance of an employee.

### 10.02 Union Policy Grievance

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 Step #2 of the grievance procedure, provided 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 **themsevles** initiate and the regular **grievance** procedure shall not be thereby bypassed.

### 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 Step Number two (2) and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

## ARTICLE 11 - ARBITRATION

11.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing, addressed to the **othe rparty** of the Agreement, and shall contain the name of the nominee to the Arbitration Board of the party requesting Arbitration. The recipient of the notice shall within five (5) days thereafter notify the other party in writing of the name of its nominee to the Arbitration Board.

The two (2) nominees shall endeavour within ten (10) days to agree upon a third member as Chairman of the Arbitration Board **and** it is understood that if the two (2) nominees fail to agree upon a Chairman, the Chairman shall be appointed by the Ministry of Labour for the Province of Ontario.

11.02 No person shall be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11.03 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

11.04 Each of the parties to this Agreement shall bear the fees and expenses of their own nominees and witnesses, and the fees and expenses of the Chairman shall be shared equally between the parties.

11.05 The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor, shall they alter, modify or amend any part of this Agreement.

11.06 The decision of the majority of the Arbitration Board shall be final **and** binding on both parties as well as upon all employees affected, but in the event there is no majority decision, the decision of the Chairman shall then be the decision of the Board.

11.07 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 will be made to permit the conferring parties or the Arbitrator to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance.

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

latter to Arbitration, the matter shall be determined by a Sole Arbitrator and, failing such agreement, the regular Arbitration procedure shall apply.

## ARTICLE 12 - SENIORITY

12.01 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, other than an absence under the maternity provisions, 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 he/she is participating for the period of the absence.
- (c) It is further understood that during such absence, not paid by the employer credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence.

Notwithstanding this provision, seniority shall accrue during the maternity leave or for a period of one (1) year 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. Seniority for the purposes of layoff, recall, job posting or other new economic reasons shall accrue up to 24 months when an employee is absent due to W.C.B.

- (e) For purpose of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.
- (f) New employees shall serve as probationary employees until they have completed a total of fifty (50) days worked or three hundred and seventy-five 375 hours worked whichever is the longer period. If they are retained when they have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall date back to the date of hiring and shall be counted towards the hours required from the start rate to the one year rate. It is agreed that dismissal or lay-off of a probationary employee shall not be made subject of a grievance.

12.02 The Employer agrees to consider the seniority of employees in making promotions, demotions, transfers, staff reductions and in rehiring. In cases of promotions, demotions, or permanent transfers of employees, the ability of the employee shall be considered. Where these factors are relatively equal, seniority shall be the determining factor.

12.03 Any questions having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the Grievance Procedure including the Arbitration provisions. The function of the Union in dealing with complaints or grievances arising out of Article 12.01 and 12.02 will generally consist of ascertaining that all relevant facts and circumstances have been adequately considered by the Employer.

#### 12.04 Layoff and Recall

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

.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:

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

#### Lay-off Procedure

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

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

(i) accept the lay-off; or

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

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service 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 he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

#### Recall Rights

- .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. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

(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 his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

(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

- .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.

Note: For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

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

For these purposes, 1 year full-time seniority = 1800 hours part-time seniority.

#### ARTICLE 13 - SENIORITY LISTS

13.01 The Employer shall supply the Union Office and Chief Steward with a set of seniority lists by departments in January and July of each year, showing employees' names, sex, and their seniority starting dates. The number of hours accumulated and up-to-date information of any interim seniority changes will be available to the Chief Steward at the Administrator's office during regular day-time hours.

13.02 When compiling a seniority list in January and July of each year, the employer shall calculate the hours for persons working less than full-time for the past six (6) month period. The average hours paid for permanent part-time employees during that six (6) month period shall be the hours used for calculating purposes under Article 43 - Permanent Part-time Employee Proration Formula Benefits.

#### ARTICLE 14 - LOSS OF SENIORITY

14.01 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 twelve (12) months by reason of lay-off; or
- (e) is absent from work for more than twenty-four (24) months by reason of absence while on W.C.B.

14.02 The Employer will notify the employee when his or her benefits will cease.

14.03 It shall be the responsibility of the employee to keep the Employer informed of his current address at all times.

#### ARTICLE 15 - TRANSFERS

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

15.02 When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on **which** she was assigned the job.

15.03 Assignment of an employee to a lower rated classification shall be avoided, but may occur in a reduction of staff, inability to perform his previous job due to sickness or **addicent**, or at the wish of the employee under a permanent transfer. In which case:

- (a) If an employee is then receiving a rate that is higher than the twelve (12) months rate of the job to which he is transferred, he shall be paid such twelve (12) month rate; or
- (b) If an employee is then receiving a rate that is lower than the **twleve** (12) month rate of the job to which he is transferred, he shall continue to receive the same rate of pay as that for his previous job and shall spend only such length of time on this rate as is required of him to complete a total of **twleve** (12) months on such job including any past experience on such job. He shall then be advanced through the rates for the job group as provided in Schedule "A".

15.04 When changes take place through demotion or staff reduction involving less than three (3) employees the, Chief Steward will be promptly notified. Notice of any staff reduction involving more than three (3) employees will be given beforehand to the Chief Steward.

15.05 The Employer agrees that employees may be permitted to transfer from one (Royalcrest) nursing home to another nursing home

(Royalcrest) 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 preference (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 he 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 Royalcrest Lifecare, in the same chain clause (b) shall apply as it relates to seniority and wage rate.

15.06 Subject to the provisions with respect to permanent transfers, a part-time employee changing his/her status to that of a full-time employee covered by this full-time Agreement, shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a full-time status, he/she shall suffer no loss of basic wage rate or loss of any benefits in which the employee may be enrolled and then will progress in seniority and wage rate increase in the same manner as other full-time employees covered by the full-time Agreement.

15.07 Subject to the provisions with respect to permanent transfers, a full-time employee covered by this Agreement changing his/her status to that of a part-time employee shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a part-time status, he/she shall suffer no loss of wage rate or lose any benefits in which the employee may be enrolled and will then progress in seniority and wage rate increase in the same manner as other part-time employees covered by this Agreement.

15.08 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 16 - JOB POSTING

16.01 The Employer undertakes the responsibility of posting all job vacancies as they occur on designated notice boards. Such a posting shall remain on the Central Notice Board for ten (10) calendar days before the job is filled and shall stipulate the qualifications, classification, rate and department concerned.

16.02 The Employer is free to temporarily fill a vacancy as he sees fit during the posting period and up to the time an appointment is made, and no grievance may be filed concerning such temporary arrangements until a selection has been made. An appointment shall be made within seven (7) days of the end of the posting period unless the Employer has given the Union written notice that it intends to postpone or not to fill the vacancy.

16.03 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.

16.04 Where vacancies are posted for positions within the full-time bargaining unit and no applicants from 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 (1) or more part-time employees apply, the Employer shall consider the qualifications, experience, ability 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.

16.05 Where vacancies are posted for positions within the part-time bargaining unit and no applicants within the part-time unit are successful in obtaining the positions, applications submitted for such posting from the full-time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more full-time employees apply, the Employer shall consider the qualifications, experience, ability 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.

16.06 When an employee transfers from the full-time bargaining unit to the part-time bargaining unit, seniority in terms of days and years accumulated in the full-time time unit shall be transferred to part-time status and converted to seniority in terms of hours.

#### 16.07 Temporary Vacancies

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 (6) calendar weeks. Employees working less than thirty-seven and one-half (37 1/2) hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 16.04, 16.05 and 16.06. 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 his/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 (6) weeks duration **as** the Employer may deem appropriate.

16.08 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (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 positions and requires that she return to her former position.

In the event of either (a) or (b) above the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result

if the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

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.

16.09 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 (i.e. part-time, full-time).

#### ARTICLE 17 - BULLETIN BOARDS

17.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

#### ARTICLE 18 - LEAVE OF ABSENCE

18.01 The Employer may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) months' notice in writing, unless impossible and that such 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 specify the date of return.

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

18.03 Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

18.04 An employee who has been granted a leave of absence of any kind, and who overstays her leave, unless she obtains permission or



rovides a satisfactory explanation, shall be considered to have terminated her employment without notice.

18.05 To qualify for leaves of absence as stipulated above, the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

18.06 An employee with more than two (2) years of service who is granted a leave of absence will continue to accumulate vacation and sick-leave credits to a maximum of three (3) months.

18.07 If the leave of absence exceeds three (3) months, such employee shall accumulate no further vacation or sick-leave credits but, shall continue to accumulate seniority to a maximum of six (6) months.

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

#### **ARTICLE 19 - PAID EDUCATIONAL LEAVE**

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

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

19.03 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 operation of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

## ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE OF ABSENCE

### 20.01 Preamble

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

### 20.02 Pregnancy Leave

- (a) An employee who is pregnant shall be entitled upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 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.

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least 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 20.10 Parental Leave.

- (d) Notwithstanding Article 20.02(b) 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.

Effective January 1, 1992, an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits. In any week, the total amount of SUB payments and the weekly rate of U.I. Benefits will not exceed 75% of the employees regular 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 SUB top up by the home would not take into account UIC insurable earnings from sources other than this facility.

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

20.03 An employee who does not apply for leave of absence under 20.03(a) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with 20.03(a) 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 his opinion, delivery will occur or the actual date of her delivery;

20.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act 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.

20.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If 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 absence shall likewise be returned to their former permanent positions.

20.06 When the Employer has suspended or discontinued operations during the leave 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 began and in the absence of such a system or practice, shall reinstate the employee in accordance with the provisions of 20.05.

20.07 Such absence is not an illness under the interpretation of this Agreement and credits on the accumulated sick-leave plan cannot be used;

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

20.09 Upon **expiry** of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 22.10 of this agreement. The employee shall give the

Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

#### 20.10 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came in to the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.  
  
Parental leave ends eighteen weeks (18) after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.
- (e) For the purposes of parental leave under Article 20.10 Parental Leave, the provisions under 20.01, 20.03, 20.05, 20.06, 20.07, 20.08 and 20.09 shall also apply.

#### ARTICLE 21 - LEAVE OF ABSENCE FOR UNION BUSINESS

21.01 The Employer shall grant leave 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 operation 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.

21.02 Employees who are on leave of absence will not engage in gainful employment with any other employer while on such leave, and if an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement.

21.03 Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a 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 (1) 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.

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 premium (if applicable).

## ARTICLE 22 - EFFECT OF ABSENCE

22.01 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 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% anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of **subsidized** employee benefits in which he/she is participating for the period of the absence.
- (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 a period of one year if an employee% 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 23 - BEREAVEMENT LEAVE**

23.01 Upon the death of an employee% 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.

23.02 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, son-in-law, daughter-in-law, legal guardian, grandparent or grandchildren the employee shall be

granted leave up to a maximum of three (3) days without loss of pay, ending the day of the funeral.

23.03 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 not later than the day of the funeral.

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

23.05 An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payment 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.

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

#### ARTICLE 24 - JURY AND WITNESS DUTY

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

- (a) notifies the Nursing Home immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Nursing Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.



## ARTICLE 25 - HOURS OF WORK

25.01 An employee's hours of work shall be scheduled so that he works an average of seventy-five (75) hours in a **bi-weekly** period and seven and one-half (7 1/2) hours in a day exclusive of one thirty (30) minute unpaid meal break. The employer agrees that there shall be no split shifts.

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

25.02 The work week within each department shall be arranged as far as possible so as to permit all department employees to have an equal amount of weekends off and the days off each week shall be as consecutive as possible, governed by the efficient operation of the Employer.

## ARTICLE 26 - OVERTIME

26.01 **Authorized** work performed in excess of 7.5 hours in a day or in excess of regularly scheduled work hours on a daily or **bi-weekly** basis as above will be counted as overtime work and will be paid for at the rate of time and one-half (1 1/2) the employee's regular rate of pay. No overtime shall be paid to an employee who works in excess of his **regularly** scheduled work hours in a **bi-weekly** period as a result of an exchange of shift for reasons of personal convenience.

26.02 If an employee is required to work an extra continuous three (3) hours as overtime, one (1) free meal will be supplied during each such shift in addition to overtime rates paid.

26.03 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual arrangements.

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

**ARTICLE 27 - SCHEDULING OF HOURS**

27.01 The following regulations shall govern the scheduling of hours of employees in the bargaining unit.

27.02 Except where mutually agreed otherwise between the Administrator or designate and the employee, shift schedules shall be arranged so that an employee:

- (a) is not scheduled to work more than six (6) consecutive days;
- (b) may exchange shifts with another employee provided that no extra cost to the Employer results; and the employee signs a form agreeing to the change of shift and waives overtime payment, if any, for that shift.
- (c) Shift Rotation - Overtime

The Employer agrees to arrange shifts so that employees will receive a minimum of twenty-four (24) hours between shifts and change over of shifts, and forty (40) hours if there is one day off between change over and sixty-four (64) hours if there are two (2) days off between change over of shifts.

27.03 Shift schedules covering a four (4) week period will be posted one (1) week in advance. Employee requests for specific days off must be submitted to the department head one (1) week in advance of posting. Where compliance with such a request would cause violation of the scheduling regulations, the request is deemed to be agreement to the violation or violations which occur.

27.04 All employees who work on an assigned day off as per the 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.

27.05 The Employer will arrange shift schedules such that all employees will receive one (1) weekend off in three (3).

**ARTICLE 28 - LUNCH OR MEAL PERIODS**

28.01 A half hour (1/2 hr) lunch period will be allowed for any employee working three and three-quarter hours (3 3/4 hrs) or more and will be uninterrupted, except in cases of emergency. Proper

facilities for employees who bring their own lunch and locker facilities will be provided.

#### ARTICLE 29 - RELIEF PERIODS

29.01 Employees will be allowed fifteen (15) minutes relief in each half of the seven and one half (7.5) hours shift or period, without reduction in pay and without increasing the regular working hours.

#### ARTICLE 30 - MINIMUM REPORTING ALLOWANCE

30.01 If an employee reports for work at the regularly scheduled time for his or her shift, he or she will be entitled to a minimum of four (4) hours pay at not less than his or her regular rate, unless previously notified by the Employer to the contrary, either orally or by notice on the bulletin board or by message left at the employee's residence; provided that, if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign; provided further, that this section shall not apply in case of any labour dispute or emergency such as fire or power shortage, which prevents the operation of the Nursing Home, nor shall it apply to employees returning to work without notice after absence.

#### ARTICLE 31 - CALL BACK PAY

31.01 When employees are called back to work after leaving the Nursing Home premises upon completion of their shift, such employees will receive a minimum of four (4) hours pay at time and one half (1 1/2) or actual hours worked at time and one half (1 1/2) his regular rate of pay whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

#### ARTICLE 32 - CALL IN PAY

32.01 "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.

32.02 Employees who are called in will be paid overtime at the rate of time and a 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.

32.03 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.

32.04 If the employee reports for work within one (1) hour of the request for call in, then the Employer will guarantee a minimum of four (4) hours of work.

### ARTICLE 33 - PAY DAY

33.01 The Employer agrees that wages shall be paid on a regular day each two (2) weeks (Friday) except when interfered with by the occurrence of a paid holiday. In this case, the regular pay day may be delayed one (1) day.

33.02 Employees will be paid during working hours and usually during the last shift worked prior to the regular pay day.

33.03 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 RNA's.

33.04 In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by 1 day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

**ARTICLE 34 - PAID HOLIDAYS**

34.01(a) The following days shall be **recognized** as paid holidays:

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

- (b) For clarification purposes of when a Paid Holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 A.M.
- (c) 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. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the collective agreement, such additional holiday would replace one (1) of the designated holidays in the collective agreement so that the total number of paid holidays does not exceed eleven (11).
- (d) Holiday pay for employees who regularly work less than seventy-five (75) hours is based on the proration formula noted in Article 43 of this Collective Agreement. Holiday entitlement for employees who regularly work more than sixty-six (66) hours **bi-weekly** but less than seventy-five (75) hours **bi-weekly** shall be based on provisions for employees regularly working 75 hours.

34.02 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 of 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.

34.03 An employee who is required to work on any of the above mentioned holidays will receive pay at the rate of time and one half (1 1/2) the employee's regular rate for work performed on such holiday in addition to the employee's regular pay.

34.04 In cases where less than seven and one-half (7 1/2) hours are worked on such holiday, the employee will secure the full day's pay for the holiday plus time and one half (1 1/2) the employee's regular rate for any and all hours worked on such day. 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.

34.05 An employee who is absent on any of the abovenamed holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a doctor's certificate, if required by the Employer, in which case the employee will receive straight time for such holiday.

34.06 If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof or a day's pay. These options will be the right of the employees.

#### ARTICLE 35 - VACATIONS

35.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.

35.02 The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department but shall be finally determined by the Employer having due concern for the proper operation of the Nursing Home.

35.03 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the employer.

35.04 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 pay.

35.05 Employees will be paid their vacation pay on the regular pay day in advance of their vacation on a separate cheque.

35.06(a) Each regular full time employee covered by this Agreement shall receive the following vacation with pay on the basis of service **as** follows:

<u>Vacation with</u>		<u>Pay Weeks</u>
<u>Service as at June 30th</u>		
6	months <del>up to</del> 1 year	1
1	year <del>up to</del> 3 years	2
3	years <del>up to</del> 9 years	3
10	years <del>up to</del> 15 years	4
15	years and over	5

(b) Effective June 30, 1991, employees with eight (8) years of service on or before June 30th of the current year shall receive four (4) weeks vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.

35.07(a) Vacation entitlement for employees who regularly work more than sixty-six (66) hours **bi-weekly** but less than seventy-five (75) hours **bi-weekly** shall be based on provisions for employees regularly working seventy-five (75) hours.

(b) Vacation pay for employees who regularly work less than seventy-five (75) hours **bi-weekly** is to be paid as a percentage of earnings.

35.08 Employees who are regularly scheduled to work less than seventy-five (75) hours **bi-weekly** shall receive vacation benefits for the vacation year as follows:

<u>Effective June 30, 1992</u>	<u>Vacation Entitlement</u>
0 to less than 1800 hours paid	- 4% of gross earnings for the vacation year
1800 to less than 5400 hours paid	- 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year

- 5400 to less than 14400 hours paid - 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
- 14400 to less than 27000 hours paid - 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
- 27000 hours or more paid - 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.

35.09(a) 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 his vacation service date: 1800 hours worked equals one (1) year of service.

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

35.10 Vacation pay for employees who are regularly scheduled to work seventy-five (75) hours bi-weekly is to be paid as a percentage of total earnings or regular pay, whichever is the greater.

35.11 Employees who have lost their seniority and have terminated their employment as set out in Article 14 herein between vacation periods, shall on termination of employment be paid a vacation with pay allowance, based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

#### ARTICLE 36 - SICK LEAVE

36.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to full time employees on the following basis:



- (a) Absence for injury compensable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.
- (b) 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). Providing 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 illness.
- (c) Current employees will retain current sick leave credits until **reduced** by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
- (d) Weekly Indemnity Plan for new employees will 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.
- (e) Weekly Indemnity

(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 period 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 **enroled** 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.

(f) Weekly Indemnity Plan will provide coverage on the first day of **hospitalization** or accident or the eighth (8th) calendar day of illness. Coverage will continue for seventeen (17) weeks at sixty-six and two-thirds percent (66 2/3%) of salary. Weekly indemnity cheques will be mailed directly to employees home.

(g) Where the 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 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 provisions will not be counted against the employee's vacation credits.

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

(h) The Employer may request proof of **disabiling** accident or sickness:

1. For any absence in excess of two (2) days.

2. For the fourth (4th) and succeeding illness in the sick leave year.

- (i) 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 adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

- (j) Any employee absent due to sickness must notify the department head twenty-four (24) hours before their return to work.
- (k) The Employer will notify the employees of their accumulation of sick leave on request.
- (l) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article (20.01(i)).
- (m) In the event the 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.

36.02 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.

### 36.03 Sick Leave Benefit - Full-Time/Part-time Employee 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 36 of this Collective Agreement.

## ARTICLE 37 - WORKERS' COMPENSATION

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

- (a) The Employer shall continue to pay his share of any and all health and welfare benefits.
- (b) It is understood that the obligation of the employer to pay the aforesaid benefits while on Workers' Compensation shall continue only so long as the employment relationship between the employee and the employer continues.
- (c) An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- (d) 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 the agreement.
- (e) In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

37.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 16) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

37.03 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she had accrued up to the time of the accident and within which she 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.

37.04 (a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.C.B. claim 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 37.04 (a) 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 12. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

37.05 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 he/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.

#### 37.06 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 (1) 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 sick leave plan, Article 36. 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 the employee would be entitled under the sick leave plan, Article 36. Any payment under this provision will continue for a maximum duration equal to that of the Weekly Indemnity Plan.

#### ARTICLE 38 - HEALTH AND SAFETY

38.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home in order to prevent injury and illness.

38.02 A joint management and employee 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 obtain 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. The Union agrees to limit representation from the full-time and part-time bargaining units to one (1) joint representative which may be increased by mutual agreement of the parties.

38.03 Two (2) representatives of the joint health and safety committee, one (1) from management and one (1) 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 a government inspector and shall have the right to accompany him on his

inspection. Scheduled time spent in all such activities shall be considered as time worked.

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

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

#### ARTICLE 39 - HEALTH AND INSURANCE BENEFITS

39.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula under Article 43 of this Agreement.

(a) O.H.I.P.

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

(b) Semi-Private

The Employer shall pay one hundred percent (100%) of the premium costs of semi-private coverage.

39.02 Major Medical

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

### Vision Care

The \$60.00 Vision Care Plan will be an added rider to the present Major Medical Plan. The Employer will pay one hundred percent (100%) of the total billed rate. If the employee is otherwise covered, the Employer shall not be obligated to contribute. Effective January 1, 1992 the coverage shall be increased to \$90.00.

### Hearing Aid

The Employer agrees to continue a \$300.00 Hearing Aid Benefit, one hundred percent (100%) Employer paid.

### 39.03 Life Insurance

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

### 39.04 Dental Plan

- (a) The Employer agrees to continue a dental plan (equivalent to Blue Cross #9), based on the O.D.A. fee schedule 1989. 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.
- (b) Effective as soon as practical following the award dated March 1, 1991, the dental plan shall be improved to provided the 1990 O.D.A. fee schedule. The cap on the dental plan shall be \$2,000.00 per individual and per family member.
- (c) Effective January 1, 1992 the dental plan shall provide the 1991 O.D.A. fee schedule.

### 39.05 Group Insurance Plan

Employees may elect to **enroll** in any or all of the group insurance plan(s) at the time of hire. Employees who have elected or **enroll** in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may later **enroll** 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 (6) months
  - (iii) Hearing - no benefit during first six (6) months

\*During first twelve (12) months of coverage

#### 39.06 Chances of Carriers

The Employer shall 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. The employer will notify the union if it intends to change the insurance carrier.

#### 39.07 Pension Plan for Employees of Participating Ontario Nursing Homes

##### Section .01

Commencing January 1, 1989 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to two per cent (2%) of applicable wages to the Nursing Home and Related Industries Pension Plan being a multi-employer pension plan (the "Plan") for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being two per cent (2%) of applicable wages.

## Section .02

Commencing January 1, 1990 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four per cent (4%) of applicable **wages** to the Plan for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being four per cent (4%) of applicable wages.

## Section .03

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

## Section .04

Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred and seventy-five (975) of service.

## Section .05

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

## Section .06

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 toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

## Section .07

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

### 39.08 UIC Premium Reduction

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

### ARTICLE 40 UNIFORM ALLOWANCE

40.01 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 and to be paid annually in December on a separate cheque.

When an employee leaves the employ of the home she shall receive her accumulated uniform allowance as part of her separation cheque.

### ARTICLE 41 - RETROACTIVE PAY

41.01 Retroactive payment is to be made within thirty (30) days of award (dated December 8, 1993) and applies to wages only based on hours paid by 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 thirty (30) days. The Employer will pay retroactivity on a separate cheque.

### ARTICLE 42 - WAGE PROGRESSIONS, ETC.

42.01 Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,950 hours worked at the "start rate" to the "one year rate" and so on. 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. Hours worked and hours paid for by the Employer during an employee's probationary period will be included for purposes of wage progression.

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

In no event shall there be any pyramiding of benefits or payments paid.

42.03 The reference to meal charges in any of the Collective Agreements is to be deleted. This is not to be construed as a commitment to provide free meals, except **as** outlined in Article 26.02 of this Collective Agreement.

42.04 Employees will endeavour to give a **minnum** of two (2) weeks' notice of termination of employment.

42.05 Shared Cost of Printing Collective Agreements - It is agreed that the Nursing Home and the Local Union will share equally in any cost of the printing of the Collective Agreement.

ARTICLE 43 - PERMANENT PART-TIME EMPLOYEE PRORATION FORMULA  
BENEFITS

43.01 Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a **prorata** basis of hours regularly worked in relation to seventy-five (75) hours **bi-weekly**.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by 975 and then multiplying by 100.

(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.)

Hours paid in calculating the proration formula will include Workers' Compensation and Weekly Indemnity.

When an employee is on:

- (a) maternity leave
- (b) adoption leave
- (c) approved leave of absence in excess of thirty (30) continuous calendar days

proration upon return, shall be based on the % in effect prior to commencement of the leave.

43.02 Employees who regularly work more than sixty-six (66) hours bi-weekly shall have one hundred percent (100%) of employer paid portion of insured benefits paid.

43.03 Holiday and vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

43.04 Holiday pay and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows:

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

(b) Vacation pay - percentage (%) of earnings.

#### New Hires

43.05 All newly-hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The prorata 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 (6) month period.

43.06 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 up to one hundred percent (100%) of the employer's paid share of premiums and benefits.

#### **ARTICLE 44 - SHIFT PREMIUMS**

44.01 All employees who are required by the Employer to rotate over two or more shifts shall receive a Shift Premium of twenty-eight cents (28) 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.

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

(a) 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.

(b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RNA 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.

**ARTICLE 45 - CONTRACTING OUT AND WORK OF THE BARGAINING UNIT**

45.01 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 is not a breach of this agreement.

45.02 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.

**ARTICLE 46 - WAGE SCHEDULES**

46.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and the hourly rates of pay thereof. A job classification will not be changed for the purpose of evading payment of the minimum rate therein set out. If the Employer establishes a new classification, it will be discussed with the Union in advance.

#### **ARTICLE 47 - RENEWAL, AMENDMENT AND TERMINATION**

47.01 This Agreement shall continue in effect until December 31, 1992 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party **notifies** the other in writing ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

In all the circumstances I determine that **a re-opener** effective January 1, 1994 was necessary and I so award.

47.02 In the event of such notification being given as to amendment of this Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

47.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new agreement or completion of the proceedings prescribed under the Labour Relations Act 1980, of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1980, as amended, whichever should first occur.

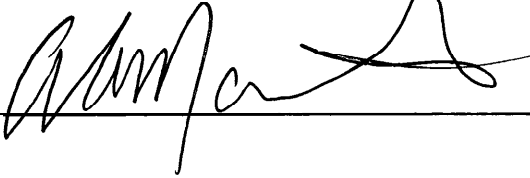
47.04 A draft of the negotiated agreement will be made available as agreed by either party within thirty (30) days of ratification of the agreement reached. The second party will proofread the agreement and return it to the first party within twenty (20) days of receipt. The first party will then correct the draft (if necessary) and sign and return the agreement within fifteen (15) days. The second party will sign and return the agreed number of copies for execution within a further fifteen (15) days of receipt of the signed agreement. The Agreement will be printed and distributed by whoever is responsible within a further thirty (30) days.

#### **ARTICLE 48 - INTERPRETATION**


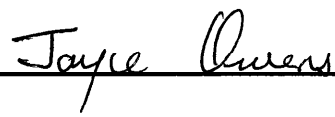
48.01 Time Periods - Except where otherwise specified in the Agreement, the reference to a number of days in which any matter shall be dealt with is to be in terms of calendar days.

DATED AT TORONTO THIS **2** DAY OF M A Y 1996 .

ON BEHALF OF THE EMPLOYER

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

ON BEHALF OF THE UNION

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

AT/LL



**SCHEDULE "A"**

Wage Rates effective January 1, 1995

	Start	1 Year	2 Years
Aide (Housekeeping, Laundry and Dietary	12.34	12.76	13.15
Janitor	12.34	12.76	13.15
Attendant I and Activity Aide - Uncertified	12.50	12.91	13.31
cook I	13.73	14.17	14.56
cook II	13.43	13.87	14.28
H.C.A. - Certified	12.66	13.06	13.46
R.P.N.	14.77	15.19	15.57
Maintenance	14.25	14.61	15.00

Wage Progression: In accordance with Article 42.01.

Probationary Rate: Twenty cents (20) per hour less than start rate.

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

Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive the Health Care Aide rate.

Health Care Aide: Health Care Aide classification for Health Care Aide certificate or equivalent presently being **recognized** by the employer.

ADDENDUM to Agreement covering Part-time Bargaining Unit

BETWEEN:

ROYALCREST LIFECARE GROUP INC./YORKVIEW LIFECARE CENTRE

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
Affiliated with the A.F. of L., C.I.O., C.L.C.

WHEREAS the Ontario Labour Relations Board did on the 13th day of April, 1982, certify the Union as the bargaining agent for certain employees of the Employer;

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS ADDENDUM WITNESSETH:

The terms and conditions of the Full-time Bargaining Unit Collective Agreement attached to this Addendum will apply to the part-time unit, save and except as modified by this Addendum in the following manner:

#### 1. RECOGNITION

The Employer recognizes the Union as the sole Collective Bargaining Agent for all its employees employed at the Extendicare/Oakridge Villa in the Municipality of Metropolitan Toronto regularly employed for not more than twenty-two and one-half (22 1/2) hours per week and students employed during a school vacation period, save and except supervisors, persons above the rank of supervisor, registered nurses, office staff, and persons covered by subsisting collective agreements.

#### 2. DEDUCTIONS AND UNION DUES

The Employer agrees, during the life time of this Agreement as a condition of employment, to deduct whatever sum may be authorized for union dues from the first pay due each calendar month, and to remit same not later than the end of the same month to the Secretary-Treasurer of the Local Union subject to Article 4, Union

Security, of the Full-time Agreement. The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made, the amount deducted, along with a list of employees who have terminated their employment or have completed their probationary period in the preceding month. Such lists shall contain the social insurance number.

### 3. SENIORITY AND HOURS OF WORK

3.01 Seniority, hours of work and overtime shall be as set out in the Full-Time Agreement of which this addendum is part provided that part-time employees will have their seniority expressed in hours.

3.02 Subject to the provisions with respect to permanent transfers, a full-time employee covered by this Agreement, changing his/her status to that of a part-time employee shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a part-time status, he/she shall suffer no loss of wage rate or lose any benefits in which the employee may be enrolled and will then progress in seniority and wage rate increase in the same manner as other part-time employees covered by this Agreement.

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

### 4. JOB POSTING

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 postings from part-time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more part-time employees apply, the Employer shall consider the qualifications, experience, ability 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.

7. VACATIONS WITH PAY

5.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.

5.02 The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home.

5.03 Vacations are not cumulative from year to year and all vacations must be taken by May 1st following the cut-off date, employees shall not waive vacation and draw double pay.

Employees who are regularly scheduled to work less than seventy-five (75) hours bi-weekly shall receive vacation benefits for the vacation year as follows:

(a)

Effective June 30th, 1992

Vacation Entitlement

0 to less than 1800 hours paid	- 4% of gross earnings for the vacation year
1800 to less than 5400 hours paid	- 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
5400 to less than 14400 hours paid	- 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
14400 to less than 27000 hours paid	- 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
27000 hours or more paid	- 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.

- 5.04 (a) 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 his vacation service date: 1800 hours worked equals one (1) year of service.
- (b) On and after March 15, 1988, 1800 hours paid equals one (1) year of service.

5.05 Employees who have lost their seniority and have terminated their employment between vacation periods shall, on termination of employment, be paid vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut-off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

5.06 Vacation monies will be paid during the first full pay period after June 30th. All normal deductions made from an employee's pay will be made from the vacation pay.

## 6. HEALTH AND WELFARE

The benefits payable to all employees covered by this addendum shall be governed by the provisions in the full-time Collective Agreement. For the sake of clarity, the benefits payable shall include, but not be limited to the following:

- Article 36 - Sick Leave and W.I.
- Article 40 - Uniform Allowance
- Article 34 - Paid Holidays
- Article 35 - Vacations
- Article 39 - Health and Insurance Benefits

The method of payment shall be governed by Article 43: Part-time Employee Proration Formula Benefits.

## 7. PAID HOLIDAYS

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 or the paid holidays as outlined in Article 34.01 of the full-time Agreement. All other qualifiers outlined in Article 34 apply.

## 7. UNION SECURITY

The Employer agreed that a Union Representative shall be given the opportunity of interviewing every employee who is not a member of the Union once during the second calendar month of employment for the purpose of informing such employee of the existence of the Union in the Home. The Employer shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed ten (10) minutes.

## 9. WAGES

The Wages for the Part-time Bargaining Unit shall be as per Scheduled "A" in the Full Time Agreement for all employees.

## 10. SHIFT PREMIUMS

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.

## 11. WAGE PROGRESSION

Employees within their position classification will progress from the "Start Rate" to the "One Year Rate" and so on, on the basis of 1800 hours worked at the "Start Rate" to the "One Year Rate" and so on. 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 purpose of computing eligibility to progress to the next higher rate within their position classification.

Dated at Toronto this 2 day of MAY 1996.

On behalf of the Employer

  
\_\_\_\_\_

\_\_\_\_\_

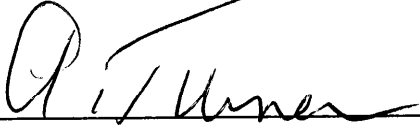
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

On behalf of the Union

  
\_\_\_\_\_

Jayce Owens  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF INTENT

BETWEEN

ROYALCREST LIFECARE INC.  
YORKVIEW

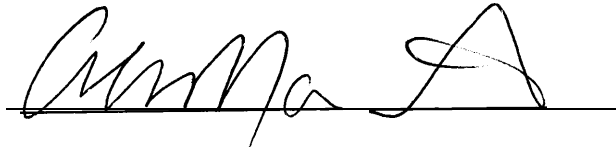
AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

The parties agree that during the term of this agreement they will attempt to **standardize** the collective agreement of Yorkview to mirror The Master. Failure to resolve the above shall not **disentitle** nor prejudice either side from negotiating changes or amendments in future rounds of bargaining.

DATED this 2 day of MAY 1996 .

FOR THE EMPLOYER

  
\_\_\_\_\_

\_\_\_\_\_

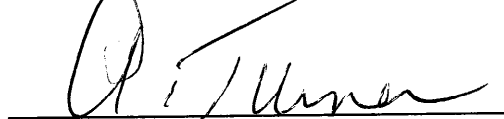
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_

Jayce Owens  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



LETTER OF INTENT  
BETWEEN  
ROYALCREST/YORKVIEW

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
A.F.L., C.I.O., C.L.C.  
LOCAL 204

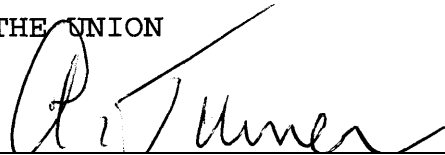
Re: Public Office

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 his/her elected or appointed duties shall, upon written application to the Employer, be granted sufficient time on leave of absence to comply with his 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.

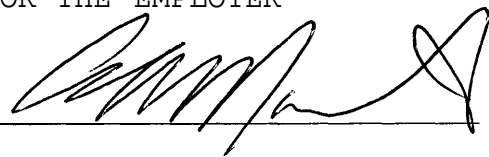
Dated this 2 day of MAY, 1996.

FOR THE UNION

  
\_\_\_\_\_

Jayce Owens  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER

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

LETTER OF INTENT  
BETWEEN  
ROYALCREST/YORKVIEW  
AND

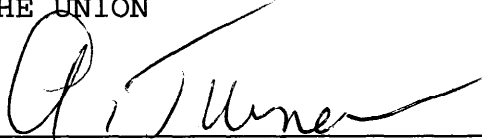
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
AFFILIATED WITH THE A.F. of L., C.I.O., C.L.C.

Re: Sick Leave

Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours 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.

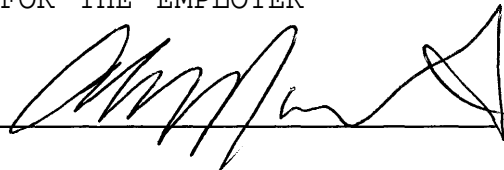
Dated this 2 day of MAY, 1996.

FOR THE UNION

  
\_\_\_\_\_

Joyce Owens  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER

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

APPENDIX A

LETTER OF UNDERSTANDING

BETWEEN

PARTICIPATING NURSING HOMES  
(ROYALCREST/YORKVIEW)

and

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 183, 204, 268, 478, 532 & 220

The parties agree that subparagraph .02(d) 3rd paragraph of Article , Pregnancy and Parental Leave, effective January 1, 1992, shall be applied in accordance with the following:

3rd paragraph of .02(d), Pregnancy and Parental Leave shall read:

"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 SUB payments and the weekly rate of U.I. benefits will not exceed 75% of the employee's regular weekly earnings."

4th and 5th paragraphs of .02(d), Pregnancy and Parental Leave, shall read:

"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 of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan."

SIGNED and DATED at TORONTO this 2 day of MAY  
1996.

FOR THE UNION

*[Signature]*

*Joyce Owen*

\_\_\_\_\_

\_\_\_\_\_

FOR THE EMPLOYER

*[Signature]*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING

Re: Sick Leave Certificate Issue

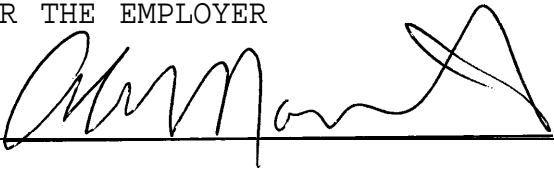
In the interim and without prejudice to either parties' view of the issue, the following rules will apply regarding payment for sick leave certificates.

1. If the Employer requires a sick lave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.
2. In the alternative to 1. above, the Employer may require an employee to attend an independent physician other than the employee% 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.

These interim rules will cease upon a mutually satisfactory resolve of the sub-committee or a decision on the issue by the arbitrator.

Signed this 2 day of MAY 1996.

FOR THE EMPLOYER



---

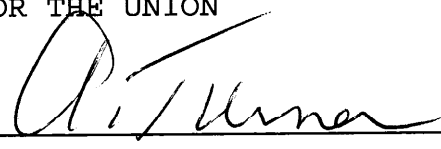
---

---

---

---

FOR THE UNION



---

Joyce Quess

---

---

---

---

LETTER OF UNDERSTANDING

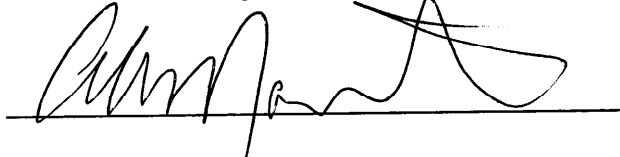
Re: Annual Medicals Required by the Nursing Home Act

The parties agree that the following will apply for the interim period and without prejudice to either parties' view of the matter until such time as the issue is resolved by M. Teplitsky.

1. All existing letters or forms required of employees to verify an annual examination shall be withdrawn. The Employer shall remove **any** disciplinary notations occurring after January 1st, 1993 from all personnel files of employees related to the issue of annual medical examinations.
2. 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 until such time as the matter is resolved as noted above. During the interim, in the event the Ministry of Health requires verification of an annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

Signed this 2 day of MAY 1996.

FOR THE EMPLOYER



---



---

---

---

---

FOR THE UNION

---

---

---

---

---

APPENDIX "E"

LETTER OF UNDERSTANDING Re: PENSION

The information pursuant to .07 of the collective agreement may be provided by the Employer 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 Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

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

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

For further specificity, the items required for each eligible employee by article .07 of the agreement are:

A. To be provided once **only** at Plan commencement:

Date of Hire  
Date of Birth  
Date of First Remittance  
Seniority List (for purposes of calculating past  
service credit)

B. To be provided with each remittance:

Name  
Social Insurance Number  
Monthly Remittance

C. To be provided once, and if status **changes**

Address as provided to the Home  
Termination date when applicable

PENSION LETTER OF UNDERSTANDING

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 **financilly** or administratively. To this end the Employer and the Union will form **a** committee consisting of three 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.