

ARBITRATION AWARD
110 MEMBERS

SOURCE	71 MUDT		
Wages EFF. 9	91	04	01
TERM.	93	03	31
NO. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	22		

COLLECTIVE AGREEMENT

Between:

LEISUREWORLD HEALTH CARE CENTRES INC.
North Bay, Ontario
(hereinafter referred to as "**the Home**")

and

SERVICE EMPLOYEES UNION, LOCAL 478
AFL-CIO-CLC
(hereinafter referred to as "**the Union**")

Expiry: March 31, 1993

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to set forth hours of work, wages, certain other economic and working conditions and to provide a means whereby employees **may** place before the Home grievances they may have, for their prompt and equitable disposition.

ARTICLE 2 - RECOGNITION

- 2.01 The Home **recognizes** the Union as the sole collective bargaining agent for all of its employees in North Bay, Ontario, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors or foremen, persons above the rank of supervisor or foremen, office staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period.
- 2.02 The Home will not enter into any other agreement or contract with employees either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon **any** employee because of participation or non-participation in the Union.

ARTICLE 3 - STRIKES AND LOCKOUTS

- 3.01 The Home will not cause or direct any lockout of its employees and the Union will not cause or direct **any** strikes, nor will employees participate in any collective action which will interfere with the operation of the Home.
- 3.02 The definition of the terms "lockout" and "**strike**", as used in section 3.01 above, shall be in accordance with the Labour Relations Act of Ontario.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except where specifically abridged by the terms of this Agreement, it is the exclusive right and function of the Home to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function:
- (a) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees;
 - (b) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; and to increase and decrease working forces, provided that a claim of discriminatory classification, promotion, demotion, discipline or suspension, or a claim by an employee, who has completed his probationary period, that he has been discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided. It is understood and agreed that the Employer need not establish just cause in the case of the discharge of a probation employee.
 - (c) generally to manage the Home and, without restricting the generality of the foregoing, to determine the number and location of the Home establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, **tools**, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Home, to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of the safety and well-being of the Home patients and the public.

ARTICLE 5 - UNION SECURITY

- 5.01 All employees of the Home coming within the scope of the bargaining unit shall be required to **pay** Union dues as a condition of continued employment. The Home shall deduct an amount equal to the regular monthly Union dues from new

employees in the month following the month in which they were hired.

5.02 Such dues so deducted shall be turned over by the Home to the Financial Secretary of the Service Employees Union, Local 478 by the 25th of the month in which the dues are deducted, with a list of employees so deducted.

5.03 The Home agrees to indicate on the dues deduction list the reasons for non-deduction of dues for employees who were on the previous month's check-off list. The Union will save the Home harmless from any and all claims made by employees for amounts deducted from pay as herein provided.

5.04 The Home agrees to provide on a one-time basis **only**, the Social Insurance Number for each employee in the bargaining unit and such information will be updated with respect to new employees subsequently hired. In addition, the Home will supply the Union with the addresses of new employees when they are placed on the check-off list for the first time.

5.05 The Home agrees that a Union representative shall be given the opportunity of interviewing each new employee prior to the completion of his/her probationary period for the purpose of informing such employee of the existence of the Union in the Home. The Home shall advise the Union monthly as to the names of the persons to be interviewed and shall designate a time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Home's premises in a room designated by the Home and the employee shall report to this room for interview during the interview period.

ARTICLE 6 - UNION COMMITTEE AND STEWARDS

6.01 The Union shall have the right to appoint or otherwise select up to four (4) employees to act as stewards and to represent other employees in negotiations and to assist other employees in the presentation of any grievances they may have, if such assistance is requested. The Home shall not be required to meet with more than two

(2) stewards at any one time, plus any full-time Union representatives.

- 6.02 No employee shall act in the capacity referred to in 6.01 above until after he has completed six (6) months of employment with the Home.
- 6.03 Employees who are appointed or otherwise selected to act as a steward on behalf of the Union have regular duties to perform. Therefore, such employees shall not leave their work to conduct any business on behalf of the Union or employees without first receiving permission from their respective supervisors. Such permission shall not be unreasonably withheld. In return, the Home will pay stewards for any regular hours of work missed in direct dealings with the Home, but not for any arbitration proceedings.
- 6.04 The Union will keep the Home advised of the names of employees who act as Union representatives in any capacity.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Step 1:

If an employee has a grievance concerning any matter within the terms of this Agreement, he shall take the matter up orally with his immediate supervisor*. He may, if he wishes, have his steward with him when discussing the grievance with the said supervisor. Within two (2) working days the supervisor will give him an oral reply.

7.02 Step 2:

If the reply of the supervisor is not satisfactory to the employee, the grievance will then be stated in writing, dated and signed by the employee, and will, within five (5) working days after the date of the supervisor's reply, be submitted to the Home Administrator. Within five (5) working days after receiving a written grievance, the Home Administrator will meet with the employee and his steward to discuss the matter. At this meeting a full-time representative of the Union will be present if requested by either party. A reply to the

grievance will be given within three (3) working days after this meeting has been held.

7.03 Policy Grievance

Where the Union or the Home has a complaint concerning the interpretation or alleged violation of this Agreement which may be considered as a policy matter, the complaint shall be reduced to writing and dealt with commencing at Stage 2 of the Grievance Procedure herein and if necessary, shall proceed in the same manner as the grievance of an employee to arbitration. However, it is expressly understood that the provisions of this paragraph **may** not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular Grievance Procedure shall not be thereby by-passed. Any grievance by the Union as provided in this paragraph shall be commenced within ten (10) days after the circumstances giving rise to the complaint have occurred.

7.04 If arbitration of **any** grievance is to be invoked, the request shall be made by either party within fifteen (15) days after the date of the reply at Step 2.

7.05 The Home shall not be required to consider any grievance, the alleged circumstances of which occurred more than one (1) week before being taken up at Step 1. With grievances concerning **pay**, **any** action shall be taken as soon as reasonably possible following receipt of the pay cheque.

7.06 If the Union or any of its representatives fails to observe any of the time limits set out under this grievance procedure, the grievance shall be considered as dropped. If the Home fails to observe the time limits the grievance will be advanced to the next step or to arbitration, whichever is applicable.

7.07 As used herein, the terms, **"days"** and/or **"working days"** shall mean Monday to Friday inclusive, but excluding any Paid Holidays.

ARTICLE 8 - DISCHARGE CASES

- 8.01 A claim by an employee who has completed his probationary period that he has been unjustly discharged from his employment will be treated as a special grievance, commencing at Step 2 of the grievance procedure, provided the discharged person submits his written grievance, dated and signed, within four (4) working days after the discharge occurs.
- 8.02 such special grievances may be settled by confirming the discharge, or by reinstating the discharged person with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 9 - ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party 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 nominees shall endeavour, within ten (10) days, to agree upon a third member and Chairman of the Arbitration Board and it is understood that if the two nominees fail to agree upon a Chairman, the Chairman shall be appointed by the Minister of Labour of Ontario, upon the request of either party.
- 9.02 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 9.03 Each of the parties to this Agreement shall bear the fees and expenses of their own nominee and witnesses, and the fees and expenses of the Chairman shall be shared equally between the parties.
- 9.04 The Arbitration Board shall have the power to enter any premises where work is being done or has been done by the employees, or in which the Home carries on business or where anything is

taking place or has taken place concerning any of the differences submitted to the Board, and inspect and view any work, material, machinery, appliance or article therein, and interrogate **any** person respecting any such thing or any of such differences or to **authorize** any person to do anything that the Board could do under this section and report to the Board thereon.

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

9.06 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.

9.07 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 - SENIORITY

10.01 An employee will be on probation and will not have any seniority standing with the Home until after he has completed three hundred and thirty-seven and one-half (337.5) hours of work. His seniority will then date back three hundred and thirty-seven and one-half (337.5) working hours.

10.02 A seniority list showing the names and seniority dates (based on last hiring date) of employees will be prepared by the Home. The seniority list for part-time employees will show starting date and seniority by hours. This list will be revised semi-annually and copies will be provided for the Union Stewards after original preparation and after each revision. A copy of

each seniority list will be sent to the Union Office.

- 10.03 In cases of lay-off due to lack of work, recall following lay-off, promotion to higher **paying** jobs, demotion and permanent transfer, the qualifications and seniority of employees shall be the governing factors, and where these factors are relatively equal between employees, seniority with the Home will be the governing factor.
- 10.04 Employees who have attained seniority and who **may** be laid off due to lack of work, will be retained on the Home records for a period of twelve (12) consecutive months. During the period they will be subject to recall if work becomes available. Notice of recall to work will be by registered letter or telegram addressed to the last address recorded with the Home by the employee concerned.
- 10.05 An employee being recalled to work must signify his intention to report for work within four (4) days after the notice of recall has been sent out and must report within a further five (5) days or forfeit his right of recall.
- 10.06 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 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.**
- 10.07 There shall be separate departmental seniority lists for each Home operation. If an employee for personal reasons, requests a transfer from

one Home to another and the request is granted by the Home, then the employee shall continue in his existing range of rates, position, fringe benefit coverage and seniority.

10.08

All job postings at each Home shall be posted on the bulletin board for ten **(10)** calendar days.

In cases of promotion and transfer (other than appointments to positions outside the scope of the bargaining unit) the following factors shall be considered:

- (a) skill, ability and experience;
- (b) seniority.

Where the factors (a) are equal, seniority shall govern. Senior applicants who are unsuccessful will be given reasons for their non-acceptance.

Part-time employees may also apply for the posted job and will be given first consideration before hiring persons not employed by the Home.

The successful applicant shall be placed on trial in the new position for a period of up to thirty **(30)** days of work. Such trial promotion or transfer shall become permanent after the trial period, unless:

- (i) the employee feels that he is not suitable for the position and wishes to return to his former position; or
- (ii) the Home feels that the employee is not suitable for the position, and requires that he return to his former position.

In the event of either (i) or (ii) above, the employee will be returned to his former position and salary without loss of seniority. **Any** other employee promoted or transferred as a result of the **re-arrangement** of positions shall also be returned to his former position and salary, without loss of seniority.

The above provisions shall also apply in the event of a transfer to a position outside of the bargaining unit. It is understood, however, that no employee shall be transferred to a

position outside the bargaining unit without his consent.

10.09 The Home shall notify the Union in advance in the case of retirement of a bargaining unit employee.

10.10 A full-time employee transferring to a part-time job shall retain his seniority with the Home.

A part-time employee transferring to a full-time job shall retain his seniority with the Home.

Seniority shall be transferred on the basis of 1 year equals 1800 hours worked.

10.11 If an employee transfers from part-time to full-time or vice-versa, the following method shall be used to calculate the employees vacation service to date: 1800 regular hours worked equals one (1) year of service.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Personal:

The Home may grant leave of absence, in writing and without pay, to any employee for personal reasons. An employee who has received such permission to be absent will continue to accumulate seniority during his absence in accordance with Article 11.08.

11.02 Union Conventions:

The Home may grant leave of absence without pay or loss of seniority to two (2) employees at any one time to attend Union Conventions or Educational Sessions. Such leave must be applied for at least two (2) weeks in advance and all leaves for all employees shall not exceed ten (10) working days per year. No leave shall be granted to employees to participate in another labour dispute and/or picketing other premises.

11.03 Jury Duty:

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 Home, the employee shall not lose regular **pay** because of the attendance provided that she:

- (a) notifies the Home immediately on her notification that she will be required to attend court;
- (b) presents proof of service requiring her attendance;
- (c) deposits with the Home the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.04

Bereavement:

- (a) Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and **pay** for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for

any period in which she **is** receiving payments for holiday pay or vacation pay.

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

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

11.05 Pregnancy & Parental Leave

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

(a) Pregnancy Leave

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

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

- (II) The employee must have started employment with her Employer at least thirteen **(13)** weeks prior to the expected date of birth.
- (III) The employee shall give at least two **(2)** weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two **(2)** weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 11.05 (i) Parental Leave.

- (IV) Notwithstanding article 11.05(a) (II) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

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.

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

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

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

- (b) An employee who does not apply for leave of absence under Article 11.05 (a) (I) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 11.05 (a) (I) 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.
- (c) 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 if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of

the premiums are required, the Employer shall deduct these amounts from the SUB payments.

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

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the **expiry** thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 11.05 (d).
- (f) Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- (g) 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.
- (h) Upon **expiry** of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 11.05 (i) of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- (i) Parental Leave
- (I) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- (II) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (III) 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 into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (IV) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
- Parental leave ends eighteen 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.
- (V) For the purposes of parental leave under Article 11.05 (i) Parental Leave, the provisions under 11.05 preamble, (c), (d), (e), (f) and (g) shall also apply.
- 11.06 Where an employee with one (1) year or more of continuous service is in the process of adopting a child, the employee will be given an unpaid leave of absence, the duration of which will be determined on an individual basis. The request for such leave shall be made by the employee in writing, as far in advance as possible. During such leave, an employee shall retain accumulated seniority. An employee returning from adoption leave shall be reinstated in her or his former position held at the time of the commencement of such leave, or in a comparable position if the original position is not available.
- 11.07 Education Leave:
- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.

- (b) Where employees are required by the **Employer** to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

11.08

Effect of Absence:

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

- (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 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 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 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 during maternity leave or for a period of one 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.

ARTICLE 12 - BULLETIN BOARDS

12.01 A bulletin board shall be available to the Union for the posting of Union notices. All such notices must be signed by a Union officer and submitted to the Home Administrator, or his designate, for approval before posting.

ARTICLE 13 - GENDER

13.01 Where used in this Agreement and where applicable, the male pronoun shall be deemed to include the female pronoun.

ARTICLE 14 - HOURS OF WORK, OVERTIME, ETC.

14.01 The regular work week will consist of thirty-seven and one-half (37-1/2) hours which may, at the discretion of the Home, be averaged over a two (2) week pay period. The number of days worked each week will normally average five (5) over a two (2) week pay period. Employees working in the Nursing area shall have a reporting for work period of up to five (5) minutes before each shift, which shall be scheduled by the Administrator or his designate and which shall be unpaid or used in calculations in section 14.07. The employees shall be entitled to a one-half (1/2) hour break for lunch which shall not be included as paid time.

14.02 The provisions contained in 14.01 above do not represent a guarantee of daily or weekly hours and employees may be required to work less than thirty-seven and one-half (37-1/2) hours per week, or less than seventy-five (75) hours in a

two (2) weeks' period. In such circumstances they will be paid a pro-rated weekly wage based upon hours actually worked.

- 14.03 The days of work for an employee, the starting and quitting times each **day** and the time and duration of lunch and time of rest periods will be determined by the Home in accordance with its requirements. Employees will be notified, in advance of any change in their shift schedules. Where practicable, employees will be given two (2) days off each week. The Home shall attempt to rotate shifts **bi-weekly**, where practical. The shift schedules shall be posted at least two (2) weeks before being effective. Once posted, the schedule will remain unchanged unless mutually agreed between the employees and the Home.
- 14.04 The Home will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of the shifts and changeover of shifts, and forty (40) hours if there is one (1) day off, and sixty-four (64) hours if there are two (2) **days off** between the changeover of shifts. Request for shift change must be submitted within the first seven (7) days succeeding the posting of the schedule. This will not prevent an employee from submitting a request for shift change at a later time due to extenuating circumstances. The Home shall not be responsible or liable for any overtime rate claims that might arise as a result of such exchange of shifts.
- 14.05 Rest periods of fifteen (15) minutes' duration with pay will be provided for an employee in each four (4) hours he is required to work.
- 14.06 If employees are requested by their supervisors to work beyond their regular shifts, they will make every effort to co-operate.
- 14.07 Overtime at the rate of one and one-half (1-1/2) times an employee's equivalent hourly rate will be paid for all **authorized** time worked in excess of seven and one-half (7-1/2) hours in a day or seventy-five (75) hours in a two-week period. There shall be no pyramiding of overtime payment. Time off work due to holidays which are paid in accordance with Article 16,

Bereavement Leave, Paid Leave for Illness, Vacations with Pay, Workers, Compensation and Union Leave, will be considered as time worked for the purpose of calculating overtime.

14.08 Employees shall punch in and out in their work attire. An employee shall obtain permission from the Department Head before leaving work prior to **the normal quitting time.**

14.09 When an employee reports for a regular shift of seven and one-half (7-1/2) hours, at his assigned starting time without being told in advance by the Home not to report at said time, then the employee shall receive work or pay in lieu of work, for four (4) hours during that day. This obligation on the part of the Home shall cease if no work can be provided due to fire, Acts of God or other circumstance beyond the control of the Home, or failure on the part of the employee to keep the Home informed of his current address. and telephone number.

Employees who report for shifts less than seven and one-half (7-1/2) hours in duration shall receive a pro-rata reporting pay in accordance with the above.

14.10 Call-Back:

When an employee is called back to work after leaving the nursing home premises upon completion of her regular shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half 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.

In no case shall an employee collect two (2) call-backs within the first four (4) hours from the time of the first call, or any subsequent four (4)hour period.

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

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

14.12 No employee shall be scheduled to work more than six (6) consecutive days without being given two (2) or more days off work provided, however, that overtime rates shall be paid for any days worked over six (6) consecutive days, except in the case of an exchange of shifts between employees. The Home will endeavour that no night shift be scheduled before an employee's weekend off.

14.13 Weekends Off

The Employer will endeavour to arrange shift schedules such that all employees will receive one (1) weekend off in three (3). This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.

14.14 Daylight Savings Time

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

ARTICLE 15 - VACATIONS

15.01 Vacations with pay will be granted by the Home in accordance with the following:

- | | | |
|-----|--|---|
| (a) | Less than one (1) year of continuous service | - in accordance with the <u>Employment Standards Act of Ontario</u> |
| (b) | One (1) year of continuous service | - two (2) weeks |
| (c) | Three (3) years of continuous service | - three (3) weeks |
| (d) | Ten (10) years of continuous service | - four (4) weeks |
| (e) | Twenty (20) years of continuous service | - five (5) weeks |

Effective for the vacation year July 1, 1989 - June 30, 1990:

- | | | |
|-----|---|--|
| (a) | less than 1800 hours paid | - 1 day for each 150 hours worked to a maximum of 10 days. |
| (b) | 1800 hours but less than 5400 hours paid | - two (2) weeks vacation with vacation pay of 4% of gross earnings in the previous year (minus vacation pay from the previous year). |
| (c) | 5400 hours, but less than 6200 hours paid | - three (3) weeks vacation with pay in the amount of six per cent (6%) of gross earnings in the previous year (minus vacation pay from previous year). |

Effective for the 1992 vacation year:

5400 hours, but less than 14400 hours paid - three (3) weeks vacation with pay in the amount of six percent (6%) of gross earnings in the previous year (minus vacation pay from previous year).

(d) 16200 hours, but less than 30600 hours paid - four (4) weeks vacation with pay in the amount of eight per cent (8%) of gross earnings in the previous year (minus vacation pay from previous year).

Effective for the 1991 vacation year:

16200 hours, but less than 27000 hours paid - four (4) weeks vacation with pay in the amount of eight percent (8%) of gross earnings in the previous year (minus vacation pay from previous year).

Effective for the 1992 vacation year:

14400 hours, but less than 27000 hours paid - four (4) weeks vacation with pay in the amount of eight percent (8%) of gross earnings in the previous year (minus vacation pay from previous year).

(e) 30600 or more hours paid - five (5) weeks vacation with pay in the amount of ten per cent (10%) of gross earnings in the previous year (minus vacation pay from the previous year).

Effective for the 1991 vacation year:

27000 or more hours paid - five (5) weeks vacation with pay in the amount of ten per cent (10%) of gross earnings in the previous year (minus vacation pay from the previous year).

- 15.02 Vacation pay will be paid on the regular pay day in advance of the employee's vacation period up to two (2) times per year. (The first payment to be at the time of the first vacation leave, and the second payment, if necessary to be paid by June 30th).
- Employees may split one week of vacation as single (or multiple) vacation days.
- 15.03 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.
- 15.04 The periods at which employees shall take vacation shall be based upon the selection by the employee according to seniority in each department but shall be finally determined by the Administrator having due concern for the proper operation of the Home.
- 15.05 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 Home.
- 15.06 Vacations are not cumulative from year to year and all vacations must be taken by April 30th, following the June 30th cut-off date.
- 15.07 An employee who leaves the employ of the Home shall be paid the vacation allowance provided in the Employment Standards Act.
- 15.08 Vacation preferences will be submitted by the employee to the Department Head, in writing, by April 15th, and vacation schedules will be posted by May 15th, and may only be changed by mutual consent between the employee and the Employer. If no preference is submitted by

April 15th, the vacation period will be allocated by the Employer on the basis of departmental convenience only.

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

ARTICLE 16 - PAID HOLIDAY

- 16.01 (a) Employees who have completed their probationary period shall receive the following holidays with pay:

New Year's Day	Christmas Day
3rd Monday in February	Boxing Day
Good Friday	Employee's Birthday
Victoria Day	(Celebrated within
Dominion Day .	thirty (30) days
(Canada Day)	following actual date,
Civic Holiday	if birthday is February
Labour Day	29th, then the 28th
Thanksgiving Day	will be deemed as the
1 Float Day	birthday)

Effective January 1, 1992 the float holiday is deleted.

- (b) If another day is proclaimed as "Heritage Day", by that name or any other name, such day will replace the third Monday in February as a paid holiday.
- (c) The intent is that there shall be no more than twelve (12) paid holidays (eleven (11) effective January 1, 1992) during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional holiday will replace one of the holidays designated above.

- 16.02 Service to the public is essential. Therefore, it will be necessary that at least 50% of the employees work on the holidays set out above. If a day off in lieu of a statutory holiday is requested, it may be granted within thirty (30) days succeeding the statutory holiday.

- 16.03 Employees who are required to work on any of the above-named holidays will receive one and one-half times (1-1/2) the regular rates of pay for all hours worked in addition to pay for the holiday. No pay for the statutory holiday, nor payment for hours worked on the holiday other than at regular rates, will be made unless an employee has worked the regularly scheduled full shifts immediately preceding and succeeding the holiday, except where absence on either of the said full shifts **only**, was due to verified personal illness which commenced within the two (2) weeks preceding the holiday. The Employer will pay for only one holiday during any period of illness. In no case will an employee have claim to both holiday pay and sick pay for the same shift.
- 16.04 If any of the above-mentioned holidays occurs during the employee's vacation period, or on a regular assigned day off, the employee will receive an extra day off in lieu of the holiday, within thirty (30) days succeeding the holiday, or an additional day's pay in lieu of the holiday. An employee required to work on any of the foregoing holidays shall be paid time and one-half (1-1/2) his regular straight time rate of **pay** for time worked on such holiday, in addition to any holiday pay to which he may be entitled, or, at the option of the Home, the employee **may** be paid at the rate of time and one-half (1-1/2) for time worked and a paid day off in lieu thereof. Such lieu day shall be taken at a time arranged with his supervisor within thirty (30) days of the holiday or at a date mutually agreed upon by the employee and his supervisor.
- 16.05 For clarification purposes of when a Paid Holiday begins and ends, the first shift of the holiday shall be the shift where the majority of hours scheduled to be worked are completed before 8:00 a.m. All paid holidays which fall during the probationary period will be paid to the employee at the end of the probation period.
- 16.06 There shall be no pyramiding of premium **pay**, overtime pay, sick leave **pay**, and paid holiday **pay**.

ARTICLE 17 - HEALTH AND INSURANCE BENEFITS

17.01 A life insurance program shall be provided in the amount of \$17,000.00 per eligible employee and the premium cost shall be fully paid by the Home.

17.02 A major medical plan will be instituted similar in coverage to Blue Cross E.H.C. (\$10/\$20 annual deductible with no co-insurance) with the premium cost being paid by the Home for each eligible participating employee.

17.03 A Dental Care Plan (Blue Cross #9 or equivalent) shall be instituted on a 50/50% premium sharing arrangement (previous year's O.D.A. schedule ie. 1989 - 1988 coverage; 1990 - 1989 coverage).

Effective as soon as practicable increase the O.D.A. fee schedule to 1990 for 1991 and 1991 ODA fee schedule for 1992.

17.04 The Employer shall provide a Hearing Aid Benefit of \$300.00 lifetime maximum per eligible member and effective as soon as possible following the release of the Award an Eyeglass Benefit of \$60 every two years per eligible member.

Effective January 1, 1992, increase the eyeglass benefit to \$90 every two years.

17.05 Pension

(a) Commencing April 1, 1992 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to two percent (2%) of applicable wages to the Nursing Homes 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 percent (2%) of applicable wages.

(b) Commencing March 1, 1993 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Plan for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

- (c) 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.
- (d) Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred and seventy-five (975) hours of service.
- (e) The Employer and employee contribution 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.
- (f) 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.
- (g) The Employer agrees to provide to the Administrator of 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.

- 17.06 (a) Eligibility of employees shall be:
- (i) for Life Insurance - after three (3) months of employment;
 - (b) Employees laid off will have their premiums paid to the end of the month following the month of lay-off;

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

ARTICLE 18 - CLASSIFICATION AND WAGES

18.01 The Home will classify employees and will **pay** hourly rates in accordance with Schedule A attached.

18.02 Employees will be paid each two (2) weeks worked. The normal **pay day** shall be Friday except where a paid holiday occurs on a Friday, when the pay day will be advanced by one (1) day.

18.03 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.

Personalized sealed envelopes will not be provided at **Extendicare** or Leisureworld until the introduction of Direct Deposit Pay System.

18.04 (a) Employees who work on two (2) rotating shifts will be paid a premium of twenty-five cents (\$.25) for each full hour worked on a second and third shift (i.e. the afternoon and night shifts).

(b) Employees who work on the night shift will be paid a premium of twenty-five cents (\$.25) for each hour worked on the night shift.

18.05 An employee temporarily transferred to a higher rated job shall receive his present rate or the start rate of the higher job- classification, whichever is higher.

18.06 Responsibility Pay

Where the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee for a period in excess of one shift, the employee shall receive \$3.00 per shift, in addition to her regular pay for the shift.

ARTICLE 19 - PAID LEAVE FOR ILLNESS

- 19.01 No paid leave for illness will be allowed during their probationary period. Thereafter, paid leave for illness (not including pregnancy or complications resulting from childbirth) will begin to accumulate and be paid for as required on the basis of one and one-half (1-1/2) days' leave for each full month of continuous service. The maximum accumulation shall be eighty (80) days.
- 19.02 An employee who is injured and receiving payment from the Workers' Compensation Board will not be paid for illness by the Home.
- 19.03 An employee who claims paid leave for illness may be required by the Home to produce proof of illness in the form of a medical certificate.
- 19.04 Employees claiming leave for illness for periods of two (2) days' or less duration, shall not be paid for these claims if the days are attached to regular days off and, in any case, only two such occurrences of two (2) days or less per year shall be paid for. Claims in excess of two (2) such short term occurrences shall not have payments commence until the third (3rd) day, and continue as long as credits are available. These provisions shall not apply to any illness which is certified by a legally qualified medical practitioner.

ARTICLE 20 - MEDICAL EXAMINATION

- 20.01 When a medical examination is required by the Home, except where required for the purposes of Article 19 above, the Home shall pay the cost of such medical examination and the employee shall be allowed the necessary time off work for the purposes of submitting to such medical examination.

ARTICLE 21 - COPIES OF THE AGREEMENT

- 21.01 The cost of reproducing the Collective shall be shared on a 50/50% basis by the parties hereto.

ARTICLE 22 - UNIFORM ALLOWANCE

22.01 The Home shall pay seven dollars and fifty cents (\$7.50) per month uniform allowance to all full-time employees (and three dollars and seventy-five (\$3.75) per month for part-time employees) who are required to wear uniforms, for the purchase, laundering and repairs of those uniforms.

ARTICLE 23 - CONTRACTING OUT

- 23.01 (a) The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.
- (b) 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.
- (c) In the event the Employer plans to change a vacant full-time position into a part-time position, it will advise the Union and discuss its plans with them,

ARTICLE 24 - PART-TIME ADDENDUM

24.01 The attached part-time Addendum shall be part of this Collective Agreement and shall run concurrently with the Collective Agreement.

ARTICLE 25 - RETROACTIVITY

25.01 Retroactivity payment is to be made within thirty (30) days of the award dated March 1, 1991 and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by prepaid



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 26 - DURATION

26.01 This Agreement, which supersedes any previous Agreements, written, express or implied, shall remain in effect until the 31st day of March, 1993. Notice of termination or amendment may only be given during a period of ninety (90) days preceding March 31, 1993. If no such notice is given, this Agreement shall carry on from year to year.

SIGNED at North Bay, Ontario, this 17 day of August, 1992.

FOR THE HOME

[Signature]

FOR THE UNION

[Signature]

ADDENDUM TO THE COLLECTIVE AGREEMENT

BETWEEN:

LEISUREWORLD HEALTH CARE CENTRES INC.
North Bay, Ontario
(hereinafter referred to as "**the Home**")

- and -

SERVICE EMPLOYEES' UNION, LOCAL 478
AFL-CIO-CLC
(hereinafter referred to as "**the Union**")

ARTICLE 1 - SCOPE

1.01 The terms and conditions of the Collective Agreement shall apply to part-time employees except that Articles 10.01, 11.01, 14.04, 14.12, 15.00, 16.00, 17.00 and 19.00 shall not apply in any way except as modified by this Addendum as set out below.

ARTICLE 2 - RECOGNITION

2.01 The Home recognizes the Union as the exclusive bargaining agent for all employees of Leisureworld Health Centres Inc., at North Bay, Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of foremen or supervisors, office staff and persons covered by subsisting Collective Agreements.

ARTICLE 3 - AVAILABILITY AND SENIORITY

3.01 An employee will be on probation and will not have any seniority standing with the Home until after he has completed three hundred and thirty-seven and one-half (337-1/2) hours of work. His seniority will then date back 337-1/2 hours.

3.02 Failure to be available a minimum of six (6) shifts in any thirty (30) consecutive day period may result in further work not being offered to the employee involved and the employee may be removed from the part-time roster. Employees shall be offered work in accordance with operating requirements and their stated availability.

3.03 Due to the nature of services necessary in a Home, employees covered by this Addendum may be required and scheduled to work either Christmas Day (inclusive of December 24th and 25th) or New Year's Day (inclusive of December 31st and January 1st) by the Home. Failure to work as required and assigned may result in the employee being removed from the part-time roster.

ARTICLE 4 - LEAVE OF ABSENCE

4.01 Personal:

The Home may grant leave of absence, in writing, and without pay, to any employee for personal reasons.

ARTICLE 5 - VACATIONS

5.01 Vacations with pay will be granted by the Home . . . in accordance with the following:

- (a) Less than 1775 regular hours worked to be paid annual vacation in accordance with the Employment Standards Act of Ontario.
- (b) 1775 regular hours worked - two (2) weeks
- (c) 5325 regular hours worked - three (3) weeks
- (d) 17750 regular hours worked - four (4) weeks
- (e) 35500 regular hours worked - five (5) weeks

Effective for the vacation year July 1, 1989 -
June 30, 1990:

- (a) less than 1800 hours paid - 1 day for each 150 hours worked to a maximum of 10 days.
- (b) 1800 hours but less than 5400 hours paid - two (2) weeks vacation with pay of 4% of gross earnings in the previous year (minus vacation pay from the previous year).
- (c) 5400 hours, but less than 16200 hours paid - three (3) weeks vacation with pay in the amount of six per cent (6%) of gross earnings in the previous year (minus vacation pay from previous year).

Effective for the 1992 vacation year:

- 5400 hours, but less than 14400 hours paid - three (3) weeks vacation with pay in the amount of six per cent (6%) of gross earnings in the previous year (minus vacation pay from previous year).
- (d) 16200 hours, but less than 30600 hours paid - four (4) weeks vacation with pay in the amount of eight per cent (8%) of gross earnings in the previous year (minus vacation pay from previous year)..

Effective for the 1991 vacation year:

16200 hours, but less than 27000 hours paid	- four (4) weeks vacation with pay in the amount of eight per cent (8%) of gross earnings in the previous year (minus vacation pay from previous year).
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Effective for the 1992 vacation year:

14400 hours, but less than 27000 hours paid	- four (4) weeks vacation with pay in the amount of eight per cent (8%) of gross earnings in the previous year (minus vacation pay from previous year).
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(e) 30600 or more hours paid	- five (5) weeks vacation with pay in the amount of ten per cent (10%) of gross earnings in the previous year (minus vacation pay from the previous year).
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Effective for the 1991 vacation year: ...

27000 or more hours paid	- five (5) weeks vacation with pay in the amount of ten per cent (10%) of gross earnings in the previous year (minus vacation pay from the previous year).
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5.02

Vacation pay will be paid on the regular pay day in advance of the employee's vacation period up to two (2) times per year. (The first payment to be at the time of the first vacation leave, and the second payment, if necessary to be paid by June 30th).

Employees may split one week of vacation as single (or multiple) vacation days.

- 5.03 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.
- 5.04 The periods at which employees shall take vacation shall be based upon the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator, having due concern for the proper operation of the Home.
- 5.05 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 Home.
- 5.06 Vacations are not cumulative from year to year and all vacations must be taken by April 30th, following the June 30th cut-off date.
- 5.07 An employee who leaves the employ of the Home shall be paid the vacation allowance provided in the Employment Standards Act.

ARTICLE 6 - PAID HOLIDAYS

- 6.01 (a) Employees who have completed their probationary period shall receive the following holidays with pay:

New Year's Day	Christmas Day
Third Monday in February	Boxing Day
Good Friday	1 Float Day
Victoria Day	Employee's Birthday
Dominion Day (Canada Day)	(Celebrated within thirty (30) days following actual date, if birthday is February 29th, then the 28th will be deemed as the birthday.)
Civic Holiday	
Labour Day	
Thanksgiving Day	

Effective January 1, 1992, the float holiday is deleted.

- (b) If another day is proclaimed as "Heritage Day", by that name or any other name, such day will replace the third Monday in February as a paid holiday.

- (c) The intent is that there shall be no more than twelve (12) paid holidays (eleven (11) effective January 1, 1992) during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional holiday will replace one of the holidays designated above.

6.02 Service to the public is essential. Therefore, it will be necessary that at least 50% of the employees work on the holidays set out above. If a day off in lieu of a statutory holiday is requested, it may be granted within thirty (30) days succeeding the statutory holiday.

Employees who are required to work on any of the above-named holidays will receive one and one-half times (1-1/2) their regular rates of pay for all hours worked in addition to pay for the holiday. No pay for the statutory holiday, nor payment for hours worked on the holiday other than at regular rates, will be made unless an employee has worked the regularly scheduled full shifts immediately preceding and succeeding the holiday, except where absence on either of the said full shifts only, was due to verified personal illness.

If any of the above-mentioned holidays occurs during the employee's vacation period, or on a regular assigned day off, the employee will receive an extra day off in lieu of the holiday, within thirty (30) days succeeding the holiday, or an additional day's pay in lieu of the holiday.

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.

ARTICLE 7 - PAYMENT IN LIEU OF BENEFITS

7.01 In lieu of benefits provided in the full-time agreement (Articles 17 and 19), employees shall receive fifty cents (\$.50) per hour paid in addition to their regular hourly rate. Pay in lieu of benefits to be paid in each pay cheque.

Effective as soon as practical after November 9, 1990:

1. Proration Formula

The following provision shall be inserted in all collective agreements and shall apply to all employees in the bargaining units who are scheduled to work forty-eight (48) hours or less bi-weekly.

Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a prorate 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-month period by 975 and then multiplying by 100.

(The predetermined six-month period shall coincide with the posting of the seniority list.)

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

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 % in effect prior to commencement of leave.

Holiday pay and vacation pay for employees who regularly work forty-eight (48) hours or less is as follows:

- (a) Holiday pay - based on proration formula (based on hours regularly worked - 4 hour shift = 4 hours pay).
- (b) Vacation pay - percentage of earnings.

New Hires

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

The **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.

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 100% of the Employer's paid share of premiums and benefits.

2. Health and Welfare

All health and insurance benefit premium costs paid by the Employer (Article 17 of the full-time Collective Agreement) shall prorate in accordance with the proration formula.

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

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

- (a) Life - when coverage approved.
- (b) Dental - *\$100.00 maximum benefit/covered person.
- (c) EHC (i) Drugs - *\$50.00 maximum benefit/covered person.
 - (ii) Hearing - no benefit during first six (6) months.

(iii) Eyeglasses - no benefit during first six (6) months.

* During first twelve (12) months of coverage.

3. Sick Leave

Employees who have completed three (3) calendar months of work shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 11.25 hours (1-1/2 days) for each period of 162.5 hours paid, to a maximum of 80 days. Providing credits are available, employees will be eligible to claim one hundred (100%) per cent of scheduled lost time due to verified illness.

ARTICLE 8 - WAGES

8.01 Wages shall be paid in accordance with Schedule "B".

ARTICLE 9 - SCHEDULING

9.01 Part-time work will be divided as equitably as practical amongst the eligible employees in accordance with the skills required.

9.02 The Home will endeavour to allocate twenty-two and one-half 22-1/2) hours per week for the part-time nursing staff.

ARTICLE 10 - ADVANCEMENT ON SALARY GRID

10.01 Employees shall advance to the next step of the salary grid upon completion of 1775 regular hours of work since date they last advanced, or date of last employment, whichever is the later.

It is understood that no employee will suffer a wage decrease because of the Agreement, Any employee presently receiving an increment above these rates shall maintain the increment throughout the life of this Agreement.

DATED AT North Bay, THIS 17 DAY OF August, 1992.

FOR THE HOME

[Signature]

FOR THE UNION

[Signature]

APPENDIX I - FULL-TIME

SCHEDULE "A"

Wage Rates Effective April 1, 1991

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
*Aide (Housekeeping, Laundry and Dietary)	10.96	11.33	11.68
Handyman	11.11	11.48	11.83
Attendant I and Activity Aide	11.11	11.45	11.82
cook	12.20	12.59	12.94
R.N.A.	12.88	13.24	13.59

Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being recognized by the Employer. The premium will be 16 cents per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive 16 cents per hour above their applicable classification rate.

Probationary Rate: 20 cents per hour less than the start rate.

APPENDIX II - FULL-TIMESCHEDULE "A"

Wage Rates Effective October 1, 1991

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
*Aide (Housekeeping, Laundry and Dietary)	11.29	11.67	12.03
Handyman	11.45	11.83	12.19
Attendant I and Activity Aide	11.45	11.80	12.18
Cook	12.56	12.96	13.32
R.N.A.	13.52	13.89	14.25

Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being **recognized** by the Employer. The premium will be **16** cents per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive **16** cents per hour above their applicable classification rate.

Probationary Rate: 20 cents per hour less than the start rate.

APPENDIX III - FULL-TIMESCHEDULE "A"

Wage Rates Effective April 1, 1992

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
*Aide (Housekeeping, Laundry and Dietary)	11.63	12.02	12.39
Handyman	11.79	12.18	12.56
Attendant I and Activity Aide	11.79	12.15	12.54
Cook	12.94	13.35	13.72
R.N.A.	13.92	14.31	14.68

- * Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being recognized by the Employer. The premium will be 16 cents per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or recreation Certificate shall receive 16 cents per hour above their applicable classification rate.

Probationary Rate: 20 cents per hour less than the start rate.

APPENDIX IV - FULL-TIMESCHEDULE "A"

Wage Rates Effective October 1, 1992

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
*Aide (Housekeeping, Laundry and Dietary)	11.98	12.38	12.76
Handyman	12.14	12.55	12.93
Attendant I and Activity Aide	12.14	12.52	12.92
cook	13.33	13.75	14.14
R.N.A.	14.34	14.74	15.12

- * Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being **recognized** by the Employer. The premium will be 16 cents per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive 16 cents per hour above their applicable classification rate.

Probationary Rate: 20 cents per hour less than the start rate.

APPENDIX V - PART-TIMESCHEDULE "B"

Wage Rates Effective April 1, 1991

	<u>Start</u>	<u>1775 Hours</u>	<u>3550 Hours</u>
*Aide (Housekeeping, Laundry and Dietary)	10.96	11.33	11.68
Handyman	11.11	11.48	11.83
Attendant I and Activity Aide	11.11	11.45	11.82
Cook	12.20	12.59	12.94
R.N.A.	12.88	13.24	13.59

Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being **recognized** by the Employer. The premium will be **16** cents per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive **16** cents per hour above their applicable classification rate.

Probationary Rate: 20 cents per hour less than the start rate.

APPENDIX VI - PART-TIMESCHEDULE "B"

Wage Rates Effective October 1, 1991

	<u>Start</u>	<u>1775 Hours</u>	<u>3550 Hours</u>
*Aide (Housekeeping, Laundry and Dietary)	11.29	11.67	12.03
Handyman	11.45	11.83	12.19
Attendant I and Activity Aide	11.45	11.80	12.18
cook	12.56	12.96	13.32
R.N.A.	13.52	13.89	14.25

- * Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being **recognized** by the Employer. The premium will be 16 cents per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive 16 cents per hour above their applicable classification rate.

Probationary Rate: 20 cents per hour less than the start rate.

APPENDIX VII - PART-TIMESCHEDULE "B"

Wage Rates Effective April 1, 1992

	<u>Start</u>	<u>1775 Hours</u>	<u>3550 Hours</u>
*Aide (Housekeeping, Laundry and Dietary)	11.63	12.02	12.39
Handyman	11.79	12.18	12.56
Attendant I and Activity Aide	11.79	12.15	12.54
cook	12.94	13.35	13.72
R.N.A.	13.92	14.31	14.68

Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being **recognized** by the Employer. The premium will be 16 cents per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive 16 cents per hour above their applicable classification rate.

Probationary Rate: 20 cents per hour less than the start rate.

APPENDIX VIII - PART-TIMESCHEDULE "B"

Wage Rates Effective October 1, 1992

	Start	1775 Hours	3550 Hours
*Aide (Housekeeping, Laundry and Dietary)	11.98	12.38	12.76
Handyman	12.14	12.55	12.93
Attendant I and Activity Aide	12.14	12.52	12.92
cook	13.33	13.75	14.14
R.N.A.	14.34	14.74	15.12

- * Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being **recognized** by the Employer. The premium will be **16** cents per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive **16** cents per hour above their applicable classification rate.

Probationary Rate: 20 cents per hour less than the start rate.

LETTER OF UNDERSTANDING RE PRORATA

It is understood and agreed that if an employee who regularly works more than sixty-six (66) hours **bi-weekly** is granted a leave of absence approved by the Home, this employee shall have **100%** of the Employer portion of insured benefits paid upon return from leave of absence and will continue to have **100%** of the Employer portion of insured benefits paid as long as they continue to regularly work more than sixty-six (66) hours **bi-weekly**.

LETTER OF UNDERSTANDING RE SICK LEAVE CASHOUT

(Applicable to employees on staff as at May 1, 1989)

Employees who were on staff as at May 1, 1989 and who had five (5) years of service as at that date will be eligible for the payment of 50% of their sick leave days as at May 1, 1989 when they leave the employ of the Home, unless their sick leave bank at the time of leaving is less than the May 1, 1989 bank. If the bank is less at the time of leaving the employee will be eligible for 50% of the sick leave bank at that time.

LETTER OF INTENT

BETWEEN

LEISUREWORLD HEALTH CARE CENTRES INC.
North Bay, Ontario

AND

SERVICE EMPLOYEES UNION, LOCAL 478

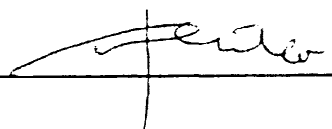
RE: ORIENTATION/AGGRESSIVE PATIENTS

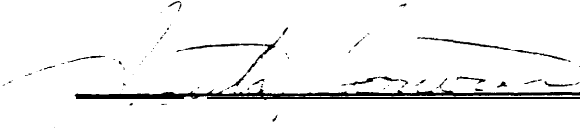
These two matters are appropriate subjects for Labour Management discussions.

DATED THIS _____ DAY OF _____, 1991

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





LETTER OF INTENT

BETWEEN

LEISUREWORLD HEALTH CARE CENTRES INC.
North Bay, Ontario

AND

SERVICE EMPLOYEES UNION, LOCAL 478

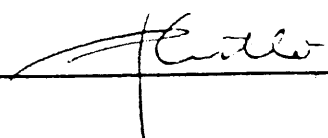
An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of his/her elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with his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

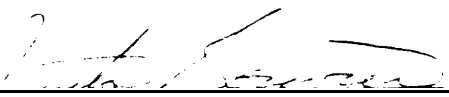
DATED THIS _____ DAY OF _____, 1991

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION







APPENDIX A

HOMES

Beacon Hill	(Ottawa)	Extendicare	(Mississauga)
Beacon Hill	(Hamilton)	Extendicare	(N.O.L.)
Beacon Hill	(Thunder Bay)	Extendicare	(North York)
Diversicare	(Chelsey Park Streetsville)	Extendicare	(Oakville)
Diversicare	(Altamont)	Extendicare	(Ottawa)
Diversicare	(Chelsey Park Mississauga)	Extendicare	(Peterborough)
Diversicare	(Cheltenham)	Extendicare	(Guildwood)
Diversicare	(Rockcliffe)	Extendicare	(Port Stanley)
Diversicare	(Tullamore)	Extendicare	(Scarborough)
Extendicare	(Kirkland Lake)	Extendicare	(St. Catherines)
Extendicare	(Cochrane)	Extendicare	(Sudbury)
Extendicare	(Van Daele)	Extendicare	(Tendercare)
Extendicare	(Haliburton)	Leisureworld	(North Bay)
Extendicare	(Highbourne)	Versa-Care	(Baker Centre)
Extendicare	(Kingston)	Versa-Care	(Oshawa)
Extendicare	(London)	Versa-Care	(Rexdale)
Extendicare	(Medex)	Versa-Care	(Orillia Hold)

APPENDIX B

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION
DIVERSICARE I LIMITED PARTNERSHIP
EXTENDICARE HEALTH SERVICES INC.
LEISUREWORLD NORTH BAY NURSING HOME
VERSA-CARE LIMITED
(for those homes listed in Appendix "A")

("the Employers")

and

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCALS 183, 204, 268, 478, 532 AND
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220

("the Unions")

The Unions and Employers understand and agree that under current pension legislation and/or regulations the Employers have no requirement to fund any deficit in Plan but are required to contribute only the amount as required by the collective agreement then in force between the parties.

DATED at _____, this ____ day of _____, 1991.

APPENDIX C

LETTER OF UNDERSTANDING

BETWEEN

**BEACON CAPITAL CORPORATION
DIVERSICARE I LIMITED PARTNERSHIP
EXTENDICARE HEALTH SERVICES INC.
LEISUREWORLD NORTH BAY NURSING HOME
VERSA-CARE LIMITED**
(for those homes listed in Appendix "A")

("the Employers")

and

**SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCALS 183, 204, 268, 478, 532 AND
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220**

("the Unions")

It is understood and agreed by the Parties that should the current Pension legislation and/or regulations be changed to the extent that the Employers' obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the Parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligation exceeds that which the Employers would have if the Plan were a defined contribution Plan.

DATED at _____, this ___ day of _____, 1991.

APPENDIX D

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION
DIVERSICARE I LIMITED PARTNERSHIP
EXTENDICARE HEALTH SERVICES INC.
LEISUREWORLD NORTH BAY NURSING HOME
VERSA-CARE LIMITED
(for those homes listed in Appendix "A")
("the Employers")

and

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCALS 183, 204, 268, 478, 532

The Unions agree that the Trustees appointed by them shall ensure that the funds transferred from the Employers for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.

The Unions further undertake to provide actuarial valuation and investment performance statements to the Employers as they become available to the Unions or as is required by law, whichever is more frequent.

DATED, at _____, this ____ day of _____, 1991.

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 purpose 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

D. To be provided once if they are readily available:

Gender
Marital Status