

COLLECTIVE AGREEMENT

BETWEEN

LEISUREWORLD NORTH BAY RETIREMENT HOME

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 478
CHARTERED BY THE S.E.I.U., A.F.L., C.I.O., C.L.C.

SERVICE UNIT FULL-TIME
AND
PART-TIME

SOURCE	Co.		
EFF.	92	01	01
TERM.	93	12	31
No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	50		

EFFECTIVE: January 1 , 1992

EXPIRY: DECEMBER 31, 1993

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COLLECTIVE AGREEMENT

BETWEEN:

LEISUREWORLD NORTH BAY RETIREMENT HOME
(hereinafter called the "Employer")
OF THE FIRST PART

and

SERVICE EMPLOYEES' UNION, LOCAL **478**
Chartered by the S.E.I.U., A.F.L., C.I.O., C.L.C.
(hereinafter called the "Union")
OF THE SECOND PART

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.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Home recognizes the Union as the sole collective bargaining agent for all of its Retirement Home employees in the first floor of its facility at 401 William Street 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 24 hours per week, and students employed during the school vacation period.
- 2.02** The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this agreement.
- 2.03** Where the masculine pronoun is used in this agreement, it shall mean and include the feminine pronoun where the context so applies. This agreement shall be read with the appropriate changes of gender and grammatical changes as required by the context.
- 2.04** The word "employee" shall mean an employee within the bargaining unit described in paragraph 2.01

ARTICLE 3 - UNION SECURITY & NO DISCRIMINATION

- 3.01** The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by any of its representatives because of membership or non-membership in the Union.
- 3.02** The Union agrees there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Home, except as specifically permitted by this Agreement or in writing by the Employer.
- 3.03** It is agreed that an employee may exercise or refrain from exercising his right to become a member of the Union or may cease to be a member of the Union.
- 3.04** As a condition of employment, the Employer will deduct from the first pay in each month an amount equivalent to the regular monthly union dues as authorized from time to time by the Union.
- 3.05** The Employer will remit the amount so deducted to the Secretary Treasurer of the Union by the twenty-fifth (25th) day of the month the dues are deducted along with a list of employees for whom the deductions were made, the amount deducted, and their social insurance number.
- 3.06** The Union will save the Employer harmless and indemnified from any claims that may arise either from any deductions under this Article or any action taken at the request of the Union.
- 3.07** The Employer shall notify a representative of the Union of new employees eligible for interview and the Union representative or his designate shall be given the opportunity of interviewing each new employee prior to the completion of his probationary period at a time agreed upon with the Administrator for the purpose of ascertaining whether the employee wishes to become a Union member. The duration of such interview shall not exceed ten (10) minutes.
- 3.08** The Employer shall supply to the Union Office and the Chief Steward a set of seniority lists by department in March and September of each year showing the employees' names alphabetically, classifications, and their seniority starting dates, including sick time accumulated.
- 3.09** The Employer shall include union dues deductions on T-4 Slips,

ARTICLE 4 - PERMANENT PART-TIME EMPLOYEES.

- 4.01** Permanent part-time employees is hereby defined to be those persons regularly employed on the average more than 24 hours per week, but less than 40 hours per week who have completed the probationary period described in Article 12.01 and 4.02 below. Article 39 describes how this agreement shall affect those persons.
- 4.02** Permanent part-time employees shall be known as probationary employees until they have worked three hundred and thirty-seven and one-half (337-1/2) hours. The Employer may layoff or discharge probationary employees at its sole discretion.
- 4.03** The seniority of a permanent part-time employee, who has completed the probationary period requirement, shall date back three hundred and thirty-seven and one-half (337-1/2) hours worked including hours worked during the probationary period.

ARTICLE 5 - NO STRIKES OR LOCK-OUTS

- 5.01** The Employer will not cause or direct any lockout of its employees and the Union will not cause or direct any strikes. The definition of the terms "lockout" and "strike" as used herein shall be in accordance with the Labour Relations Act of the Province of Ontario.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01** The Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Home;
 - (b) to maintain order, discipline, efficiency and, in connection therewith, to establish and enforce reasonable rules and regulations, and to alter the same provided that such shall not be inconsistent with the terms of this agreement;
 - (c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees 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.

- (d) to have the right to plan, direct and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

- 7.01** The Employer recognizes the right of the Union to appoint or elect two (2) stewards from the members of the bargaining unit. The stewards shall be full-time employees of the Employer who have completed their probationary period.
- 7.02** The Union acknowledges that the stewards must continue to perform their regular duties on behalf of the Employer and that so far as possible, all activities of the stewards will be carried on outside the regular working hours of the stewards unless otherwise mutually agreed by the Employer and the Union.
- 7.03** The Employer agrees to **recognize** a negotiating committee composed of two (2) employees whose function shall be to negotiate renewals of this Collective Agreement as provided in Article 42. The negotiating committee shall be regular full-time employees of the Employer who have completed their probationary period. Such employee members of the committee and stewards shall be paid by the Employer for time used during normally scheduled working hours of the employees in negotiations up to and including all Conciliation proceedings, but excluding any Arbitration proceedings.
- 7.04** The Union will notify the Employer of the names of the stewards and the names of the members of the negotiating committee in writing and further agrees to advise the Employer in writing promptly of any change in the same. The Employer shall not be obligated to **recognize** the stewards or the negotiating committee prior to the receipt of the said names. The Employer agrees to furnish the Union, in writing, with a list of supervisors and to advise the Union, in writing, promptly of any change in the same.
- 7.05** Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management committee Meeting during the term of this Agreement, the following shall apply.

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

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed.

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

ARTICLE 8 - COMPLAINTS AND GRIEVANCE PROCEDURE

8.01 All complaints and grievances shall be taken up in the following manner:

Step

An employee having a question or complaint shall refer it to his immediate Supervisor within five (5) working days of the actual occurrence leading to the question or complaint. The Supervisor shall reply to the employee, giving the answer to the complaint or question within five (5) working days from the date of submission.

Step

If further action is then to be taken, then within five (5) working days after the decision is given in Step #1, the employee, who may request the assistance of his or her steward shall submit the grievance in writing to the Administrator. The grievance shall state the nature of the grievance and the remedy sought. A meeting will then be held between the Administrator or his designated representative and the employee, It is understood that at such a meeting the Administrator or his designated representative may have such counsel and assistance as he may desire and that the employee may have his steward and that the business agent of the Union or an International Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Administrator or his designated representative shall be given in writing within five (5) working days following the meeting.

Step #3

Should the Administrator fail to render his decision as required in Step #2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for Arbitration is received within five (5) working days after the decision under Step #2 is given or within ten (10) working days following the meeting under Step #2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

- 8.02** Any of the time allowances in this agreement relating to the processing of complaints and grievances may be extended by mutual agreement of the parties in writing.
- 8.03** In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays, and paid holidays.
- 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.

ARTICLE 9 - DISCHARGE GRIEVANCE

- 9.01** In the event of an employee who has completed his probationary period being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 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, in writing) 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 #2 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 the 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.

ARTICLE 10 - POLICY GRIEVANCE

- 10.01** A grievance arising directly between the Employer and the Union concerning the interpretation, application or an alleged violation of this Agreement shall be originated at Step #2 of the Grievance Procedure. However it is especially understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee and the regular Grievance Procedure shall not be thereby bypassed. Any grievance commenced by the Employer or the Union shall be commenced within ten (10) days after the circumstances giving rise to the complaint have occurred.

ARTICLE 11 - ARBITRATION

- 11.01** When either party request that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter, designate its nominee to the Board of Arbitration. The two so nominated shall endeavour within ten (10) days after the appointment of the second of them, to agree upon a third person as Chairman of the Board of Arbitration. If the nominees are unable to agree upon the third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Minister of Labour for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration.
- 11.02** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 11.03** Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own Arbitrator and one-half of the expenses and fees of the Chairman.
- 11.04** The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is **arbitrable** shall be **arbitrable**.

- 11.05** The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decisions of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chairman shall govern.
- 11.06** All agreements reached under the grievance and arbitration procedures between the Employer and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- 11.07** Any grievance involving the interpretation or application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.

ARTICLE 12 - SENIORITY

- 12.01** A new employee shall be known as a probationary employee until he has worked sixty (60) working days except as provided in Article 4.02. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance.
- 12.02** The seniority of an employee, who has completed the probationary period, shall date back to his last date of hire.
- 12.03** In cases of promotion or permanent transfers of employees the following factors shall be considered:
- (a) skill, ability & experience.
 - (b) seniority.
- Where the factors (a) are equal, seniority shall govern.
- 12.04** 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.
- 12.05** In the event of layoff, the Home shall lay off employees in the reverse order of their seniority within their classification. Recall following layoff, promotion to higher paying jobs, demotion and permanent transfer, the qualifications and seniority of employees shall be the governing factors, and where these

factors and relatively equal between employees, seniority with the Home will be the governing factor.

12.06

Except in cases of emergency, the Employer shall give each full-time employee in the bargaining unit who has acquired seniority and who is to be permanently laid-off for a period of more than twelve (12) consecutive weeks written notice of lay-off, in accordance with the following schedule.

- (a) one week's notice in writing to the employee if his or her period of employment is less than one year;
- (b) two weeks' notice in writing to the employee if his or her period of employment is one year or more but less than three years;
- (c) three weeks' notice in writing to the employee if his or her period of employment is three years or more but less than four years;
- (d) four weeks' notice in writing to the employee if his or her period of employment is four years or more but less than five years;
- (e) five weeks' notice in writing to the employee if his or her period of employment is five years or more but less than six years;
- (f) six weeks' notice in writing to the employee if his or her period of employment is six years or more but less than seven years;
- (g) seven weeks' notice in writing to the employee if his or her period of employment is seven years or more but less than eight years; and
- (h) eight weeks' notice in writing to the employee if his or her period of employment is eight years or more.
- (i) nine weeks' notice in writing to the employee if his or her period of employment is nine years or more.
- (j) ten weeks' notice in writing to the employee if his or her period of employment is ten years or more.
- (k) eleven weeks' notice in writing to the employee if his or her period of employment is eleven years or more.
- (l) twelve weeks' notice in writing to the employee if his or her period of employment is twelve years or more.

ARTICLE 13 - SENIORITY LISTS

- 13.01** The Employer shall supply the Union with a set of seniority lists by departments in March and September of each year, showing employees' names alphabetically, sex and their seniority starting dates.
- 13.02** When compiling a seniority list in March and September of each year, the Employer shall calculate the hours for persons working less than full-time for the past six month period. The average hours worked per bi-weekly period for permanent part-time employees during the six month period shall be the hours used for calculating purposes under Article 39 - Permanent Part-time Employees.

ARTICLE 14 - LOSS OF SENIORITY

- 14.01** An employee shall lose all seniority and shall be deemed to have quit the employ of the Employer if he or she:
- (a) voluntarily quits the employ of the Employer;
 - (b) is discharged for cause and the discharge is not reversed through the grievance procedure;
 - (c) is absent for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given and such employee shall be deemed to have quit the employ of the Employer without notice;
 - (d) leaving the Employer's premises during regular working hours without the permission of the employee's immediate supervisor or the registered nurse on duty;
 - (e) fails to report for work within seven (7) calendar days after being notified by the Employer following lay-off exceeding four (4) calendar weeks.
- For the purpose of recall, it shall be the employee's responsibility to keep the Employer informed of his current address.
- (f) Is absent from work for 24 months by reason of illness or other physical disability.
 - (g) Is absent from work for more than 24 months by reason of absence while on W.C.B.

ARTICLE 15 -JOB TRANSFERS

15.01 If an employee is permanently transferred or reclassified to a higher rated job group, he shall receive the higher of his present rate, or the starting rate of the job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

15.02 If an employee is transferred to a lower rated job group due to a reduction in staff, inability to perform his work as required, at the employee's request or any other reason as determined by the Employer acting within the scope of Article 6, the employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

15.03 In the event of a permanent transfer to a higher rated job or in the event of a successful applicant pursuant to the job posting provisions of this Agreement, the employee shall be placed on trial for a period of three hundred and twenty-five (325) hours worked. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of three hundred and twenty-five (325) hours worked. In the event the employee proves unsatisfactory in the position during the trial period or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority.

15.04 Temporary Transfers

If an employee is temporarily transferred to a higher rated job group, he shall receive the next highest rate for the new job group above his regular rate for the time so transferred.

15.05 Transfer of Seniority and Service

An employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for the seniority and service on the basis of one (1) year equals 1800 hours paid.

ARTICLE 16 -JOB POSTING

16.01 In the event new jobs are created or permanent vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it

intends to postpone or not fill the vacancy), the Employer will post such new jobs or vacancies for a period of seven (7) working days and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired in order to allow employees with seniority to apply.

- 16.02**
- (a) Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered prior to consideration of persons not employed by the Home. In the event one or more part-time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applications. Where these factors are equal, the applicant with the greatest Seniority shall fill the vacancy provided she can perform the work.
 - (b) Where vacancies are posted for positions within the part-time bargaining unit and no applicants within the part-time bargaining 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 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.
 - (c) 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 unit shall be transferred to part-time status and converted to seniority in terms of hours.
- 16.03** Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis at it sees fit.
- 16.04** If no applications are received by 10 a.m. of the seventh day following the posting date, the Employer may start proceeding to secure permanent applications for the vacancy from outside labour sources.
- 16.05** All applications received will be considered within three (3) days of the end of the posting procedure. In the event one or more employees apply, the job shall be awarded to the applicant with the most seniority, provided he is qualified to perform the job.

If the applicants are not qualified to perform the work required, the Employer reserves the right immediately to hire outside help.

- 16.06** The Employer will discuss with the unsuccessful applicants the manner in which the employee may improve his position and his work in order to be considered for any future vacancy at the employee's request.
- 16.07** Only the original job and first vacancy from the job posting procedure need be posted. Vacancies arising out of the second job posting will be filled by the Employer.
- 16.08** The successful applicant shall be placed on trial in the new position for a period of three hundred and twenty-five (325) hours worked. Such trial promotion or transfer shall become permanent after the trial period unless:
- (a) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
 - (b) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.
- 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 of 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** An employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for the seniority and service on the basis of one ('1) year equals 1800 hours paid.
- 16.10** It is agreed that the bargaining unit employees shall be given first opportunity to fill in for temporary vacancies as outlined in 16.03.
- 16.11** When a new classification in the bargaining unit is established by the Home or the Home makes a substantial change in the job content of an existing classification, which in reality causes such classification to become a new classification, the Home shall advise the Union of such new or changed classification within seven (7) days, and the rate of pay shall be established. If requested, the home agrees to meet with the Union to permit it to make representation with respect to the appropriate rate of pay providing any such

meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Home and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step #2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the Home and duties and responsibilities involved.

Any change in the rate established by the Home either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- 16.12** 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.

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. No prior written approval is required by the Employer in order for the Union to post on bulletin boards.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01** The Manager may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants when applying must indicate the date of departure and specify the date of return. Emergency short notice personal leaves will not be arbitrarily withheld.
- 18.02** If leave of absence is granted, the employee shall be advised in writing with 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 provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 (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 19.01 (i) Parental Leave.

- (IV) Notwithstanding Article 19.01 (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 earning 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 19.01 (I) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 19.01 (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 discounted operations during the leave of absence and has not resumed operations upon the expiry thereof,

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 19.01 (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 19.01 (l) 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 the 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 now 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 notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an

earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- (V) For the purposes of parental leave under Article 19.01 (i) Parental Leave, the provisions under 19.01 preamble, (c), (d), (e), (f), and (g) shall also apply.

19.02 Where an employee with one (1) year or more of continuous service is in the process of adopting a child, the employee may be given an unpaid leave of absence, the duration of which will be determined on an individual basis by the Home. 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.

19.03 The employees' share of the Employers Unemployment Insurance premium reduction will be retained by the Employer towards offsetting the costs of the benefits contained in this Agreement.

ARTICLE 20 - LEAVE OF ABSENCE FOR UNION BUSINESS

20.01 The Employer shall grant leaves of absence without pay to up to two (2) employees to attend Union convention or seminars, provided that:

- (a) such leave(s) will not unduly affect the proper operation of the Home;
- (b) the total leave of each employee hereunder shall not exceed ten (10) working days in any one (1) year of the Agreement;
- (c) not more than one (1) employee from any department may receive leave hereunder at any one time; and
- (d) the Union gives fourteen (14) clear days written notice of such leave to the Employer.

20.02 It is understood and agreed that where such leave of absence for attendance at union schools and conventions is granted, the Employer will continue to pay the employee(s) for the period of the leave of absence and then submit an account to the Union for the employee(s) wages, together with any other administrative costs.

ARTICLE 21 - LEAVE OF ABSENCE RULES

21.01 Where any leave of absence without pay exceeds four (4) weeks:

- (a) The Employer shall pay his share of any and all health and welfare benefits for the month during which the leave of absence commences;
- (b) If the leave of absence exceeds four (4) weeks, benefit coverage may be continued by the employee, provided, the employee pays the total cost of the premiums to the Employer for each monthly period in excess of the four (4) weeks' leave of absence.

21.02 To qualify for the leaves of absence as stipulated in Articles 18 and 20 the employee must have completed six (6) months of employment with the Employer.

21.03 It is expressly understood that no benefit except as may be otherwise specified in this Agreement shall accrue to or be paid to any employee on leave of absence.

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

ARTICLE 22 - BEREAVEMENT LEAVE

22.01 When a death occurs in the immediate family of an employee, the employee shall be granted up to a maximum of three (3) days without loss of pay ending with the day of the funeral.

It is agreed that immediate family shall mean mother, father, step-parent, mother-in-law, father-in-law, husband, wife, son, daughter, step-children, brother, sister, legal guardian, son-in-law, daughter-in-law, grandparents, grandchildren and common-law-spouse.

22.02 Employees shall be granted leave up to a maximum of two (2) days without loss of pay in the event of the death of a brother-in-law and sister-in-law.

22.03 It is agreed that this leave is to apply only where the employee is in attendance or involved in the preparations of 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 and does not include pay for days off.

22.04 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.

ARTICLE 23 -JURY DUTY

- 23.01** The Employer shall grant a leave of absence to an employee who serves as juror or is subpoenaed as a witness in any court arising out of his employment. The Employer shall pay such an employee the difference between his normal earnings for scheduled hours without taking into account any premium pay and the payment he received for jury services or as a court witness; the employee will present proof of service and the amount of pay received.
- 23.02** The employee is required to notify the Employer as soon as possible of selection for jury duty or court witness. The employee will come to work during regularly scheduled hours that he is not required to attend at court.

ARTICLE 24 - HOURS OF WORK

- 24.01** The following is intended to define the normal hours of work for full-time employees for the purposes of calculating overtime, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- 24.02** The regular work shift for full-time employees shall be seven and one-half (7-1/2) working hours per day, exclusive of meal periods. The seven and one-half (7-1/2) working hours per day will be worked within an eight (8) hour period.
- 24.03** 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, and the rotation of employees' shifts will be determined by the Home in accordance with its requirements. Employees will be notified, in advance, of any general change in their shift schedules.
- 24.04** Employees shall punch in and out in their work attire.
- 24.05** It is understood and agreed that the hours worked which are necessary to accommodate the change from Daylight Savings Time to Standard Time and vice-versa will be paid for at straight time.

ARTICLE 25 - OVERTIME

- 25.01** Overtime will be paid on a daily or weekly basis for all hours worked in excess of 7-1/2 hours in a day or 75 hours in a bi-weekly period which shall be the same as the bi-weekly pay period.
- 25.02** In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, the Employer agrees not to interfere, but reserves the right to request signed statements from such employees, and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts.
- 25.03** 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 agreement.
- 25.04** Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

ARTICLE 26 -WORK SCHEDULE

- 26.01** Work schedules covering a two-week period will be posted one (1) week in advance. Employee requests for specific days off must be submitted to the Administrator in writing one week in advance of posting. If an employee's request is granted, there shall not be a violation of this Agreement and it shall not involve the Employer in overtime rates of pay.
- 26.02** All employees who work on an assigned day off as per assigned schedule, at the Employer's request will be paid overtime at the rate of time and one-half (1-1/2) for all hours worked.
- 26.03** Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in Article 26.02 until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.
- 26.04** The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and change over 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. In the event employees, of their own accord, and for their own personal convenience, arrange to change shifts, the conditions of Article 25.02 shall apply in all respects.

26.05 No employee shall be scheduled to work more than seven (7) consecutive days without being given two or more days off work, provided however, that the overtime rate of one and a half (1-1/2) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shift between employees.

26.06 The Employer will endeavour to arrange shift schedules such that all full-time employees shall receive one (1) weekend off in two (2).

ARTICLE 27 - LUNCH OR MEAL PERIODS

27.01 Lunch or meal periods will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided.

ARTICLE 28 - RELIEF PERIODS

28.01 Employees will be allowed fifteen (15) minutes relief in each half shift, without reduction in pay and without increasing the regular working hours.

ARTICLE 29 - MINIMUM REPORTING ALLOWANCE

29.01 If an employee reports for work at the regularly scheduled time for his or her shifts and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate, provided that:

- (a) The employee has not been previously notified by the Employer to the contrary, either orally or message left at the employee's residence;
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

29.02 Article 29.01 shall be waived and not binding upon the Employer in case of any labour dispute or emergency, such as fire or power shortage which disrupt the operation of the Home nor shall it apply to employees returning to work without notice after absence.

ARTICLE 30 - CALL BACK PAY

30.01 When employees are called back to work after leaving the Employer's premises upon completion of their 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.

- 30.02** Where a second call back takes place after the four (4) hours have elapsed from the time of the first call-back, it shall be subject to a call-back premium but in no case shall the employee collect two call-backs within the first four (4) hours from the time of the first call or any subsequent four (4) hour period.

ARTICLE 31 - PAY DAYS

- 31.01** The normal pay period shall be Saturday to Friday inclusive.

Employees will be paid wages for each pay period including any overtime or premium pay due the employee for such pay period, by direct bank deposit. Such payment by direct deposit shall be guaranteed for a Friday at one of the five major banks, alternatively, at any other bank or credit institution by the Monday following the end of the pay period.

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

- 31.02** Upon termination or layoff, the employee will be paid his final pay and his vacation pay on the regular pay day following that pay period in which he terminated or was laid off.

ARTICLE 32 - PAID HOLIDAYS

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

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

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

- 32.02** The employee's birthday will be **recognized** as a paid float holiday which is to be taken on day of the actual birthday, or within thirty (30) days following the Birthday.

- 32.03** The intent is that there shall be no more than eleven (11) paid holidays per calendar year. If another Federal, Provincial, or Municipal holiday should be proclaimed during the term of this Agreement, such additional holiday would replace one of the designated holidays which is not a statutory holiday.
- 32.04** Where one of the above-named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday.
- 32.05** Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.
- 32.06** In order to qualify for holiday pay, an employee must work his full scheduled shift immediately preceding and immediately following the holiday,
- 32.07** However, when an employee is absent from the preceding and/or following shifts due to illness, verified by a Medical Doctor's certificate, the employee will be eligible for one day's holiday pay during any one period of illness.
- 32.08** An employee who is required to work on any of the above-mentioned holidays, or an employee who is required to work on his float holiday will, in addition to his holiday pay, be paid at the rate of one and one-half (1-1/2) times his regular rate of pay or in lieu thereof, be granted equivalent time off with pay equal to overtime rates of an employee required to work on any of the foregoing holidays shall be paid at time and one-half 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 employee's option may be paid time and one-half for time worked and a day off in lieu thereof to be taken at a date mutually agreed to with the Employer. Employees may bank up to three (3) such days to be used as personal days. Employees requesting the Employer to bank a day off in lieu will notify the Employer in writing at least two (2) weeks before the paid holiday. These days are not to be used or tacked on to vacations during vacation period of May to September inclusive.
- 32.09** Any employee scheduled to work on a holiday and who does not report for work, shall forfeit his holiday pay unless the absence is due to illness verified by a Medical Doctors certificate, in which case the employee will receive holiday pay as stipulated in Article 32.05.
- 32.10** If one of the above-named holidays occurs on an employee's regular day off, or during his vacation period, the employee shall receive an additional day off in lieu thereof within four (4) weeks either side of the holiday, unless otherwise arranged between the employee and the Supervisor, or the employee shall receive a day's pay. These options shall be at the discretion of the Employer.

- 32.11** Employees who are regularly scheduled to work less than seventy-five (75) hours in a two (2) week period will receive paid holiday pay in accordance with Article 39 of this Agreement.
- 32.12** With respect to any two paid holidays as set forth above, an employee who is required to work on such day shall be permitted to waive Article 32.08 above, and receive only time and one-half in place of double time and one-half, and to request the Employer to permit him another day off with regular pay at a time to be agreed between the Employer and the employee.

ARTICLE 33 - VACATIONS

- 33.01** For the purpose of the calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 33.02** The period at which employees shall take vacation shall be based on 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.
- 33.03** 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.
- 33.04** Vacations are not cumulative from year to year and all vacations must be taken by March 31st following the cut off date. Employees shall not waive vacations and draw double pay.
- 33.05** Employees who have not completed their probationary period as of the cut-off date will receive 4% of their gross earnings during the vacation year. Gross earnings shall not include the previous year's vacation pay or monies not paid by the Employer, but shall include overtime and other premium payments.
- 33.06** Employees who have completed their probationary period as of the cut-off date will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be 4% of gross earnings which shall not include the previous year's vacation pay or monies not paid by the Employer, but shall include overtime and other premium payments.
- 33.07** Employees with one (1) year of service on or before the cut-off date of the current year shall receive two (2) weeks' (10 days) vacation. Vacation pay

for such employees will be 4% of gross earnings for the vacation year, which shall not include the previous years vacation pay or monies not paid by the Employer, but shall include overtime and other premium payments.

- 33.08** Employees with three (3) years of service on or before the cut off date of the current year shall receive three (3) weeks' (15 days) vacation. Vacation pay for such employees will be six per cent (6%) of gross earnings for the vacation year, which shall not include the previous years vacation pay or monies not paid by the Employer, but shall include overtime and other premium payments.
- 33.09** Employees with eight (8) years of service on or before the cut off date of the current year shall receive four (4) weeks' (20 days) vacation. Vacation pay for such employees will be eight per cent (8%) of gross earning for the year, which shall not include the previous years vacation pay or monies not paid by the Employer, but shall include overtime and other premium payments.
- 33.10** Employees with eighteen (18) years of service on or before the cut off date of the current year shall receive five (5) weeks' (25 days) vacation. Vacation pay for such employees will be ten per cent (10%) of gross earnings for the vacation year, which shall not include the previous years vacation pay or monies not paid by the Employer, but shall include overtime and other premium payments.
- 33.11** Full-time employees may use one weeks vacation split up into two request in any year, subject to the provisions of 33.03.
- 33.12** Employees who have lost their seniority and have terminated their employment, giving at least two (2) weeks' notice, 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 annual vacation to which such employees shall be entitled from the cut-off date of the year of termination of employment, which shall be paid no later than the next regular payroll date.
- If an employee leaves the employ of the Home of their own volition and fails to provide the Home with at least two weeks' notice such employee will receive vacation pay in accordance with the provisions of the Employment Standards Act.
- 33.13** Vacation pay shall be paid to all employees in advance of their vacation, on separate cheques.

- 33.14** No more than two employees will be allowed vacations during the Christmas period on a rotating seniority basis.

ARTICLE 34 - SICK LEAVE

- 34.01** Pay for sick leave is for the sole and only purpose of protecting employees against loss of income as a result of legitimate personal illness and will be granted to all 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. However, the Employer will pay the employee's wages for the day of such accident and charge it to the employee's sick leave credits.
 - (b) Employees who have not completed their probation shall not be entitled to paid sick leave. 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 one and one-quarter (1-1/4) days per month of service to a maximum of fifteen (15) per year.
 - (c) Once these credits are earned they may be used when sickness renders the employee unable to perform assigned duties. Sick leave credits used up will be deducted from the total credits accumulated.
 - (d) Sick leave credits will expire on termination of employment or retirement, or on death.
 - (e) All unused sick leave may be accumulated up to a maximum of sixty (60) days.
 - (f) Employees absent on personal illnesses shall be paid for the first three (3) such illnesses in any calendar year. However, for the fourth and succeeding personal illnesses in any calendar year, employees shall not be paid for the first two (2) days of illness. If, on the fourth (4th) or succeeding illness employees are off for two (2) days or more, then payment for sick leave shall commence on the third day and shall continue as long as credits are available.
 - (g) An employee may be required to produce proof of sickness in the form of a medical certificate for any absence.
 - (h) Sick leave payments shall equal the employee's regular daily wage, exclusive of overtime or any premium pay for each day of personal

illness that he was regularly scheduled to work, to the extent of his accumulated sick leave credits.

- (i) Any employee absenting himself on account of personal illness must notify the Employer on the first day of illness before the time he would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.
- (j) During any illness, the employee will advise the Employer as to where he may be contacted in addition to notifying the Employer of his intention to work as far in advance as possible, unless such failure is unavoidable.
- (k) Employees whose sick leave credits are exhausted must apply in writing for further leave of absence (without pay) to be governed by the provisions of Article 18 hereof.
- (l) It is understood and agreed that neither pregnancy nor resulting child birth, nor complications arising there from shall be considered as personal illness for the purpose of this Agreement.
- (m) The Union agrees to co-operate with Management in controlling the unnecessary use of sick leave benefits,

ARTICLE 35 - HEALTH AND INSURANCE BENEFITS

- 35.01** The Employer will pay 100% of the cost of \$17,000.00 of the life insurance. It is understood that employees who are over the age of 65 will not be insured.
- 35.02** The Employer agrees to continue a major medical \$10.00 - \$20.00 no co-insurance plan (similar to Blue Cross E.H.C.). The Employer agrees to pay 75% of the billed single/family rate for employees who participate in the plan, but if an employee is otherwise covered the Employer shall not be obligated to contribute.
- 35.03** A Dental Care Plan (Blue Cross #9 or equivalent) will be continued on a 50/50 premium share arrangement, 1990 O.D.A. rates for 1993 and 1991 O.D.A. rates for 1994.
- 35.04** Employees who have not completed their probationary period shall not be entitled to the benefits and shared cost arrangements outlined in this Article.

- 35.06** The Employer will pay 100% of the premium cost for a Vision Care Plan providing for coverage of \$70.00 per family member every 24 months.

ARTICLE 36 - JOINT HEALTH AND SAFETY COMMITTEE

- 36.01** 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.

- 36.02** A joint management and employees health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units, and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons, if available, 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 two bargaining units (full-time and part-time) will send one joint representative to the meeting, which may be increased by mutual agreement of the parties.

- 36.03** Two representatives of the joint health and safety committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

- 36.04** 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 non-fatal cases and 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.

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

ARTICLE 37 - UNIFORM ALLOWANCE

- 37.01** The Employer agrees to pay 4 cents for each hour worked, uniform allowance to all full-time employees for the purchase, laundering and repair of uniforms.

ARTICLE 38 - RATES OF PAY

- 38.01** Attached hereto and forming part of this Agreement is schedule "A" relating to job classifications and hourly rates of pay.

- 38.02** Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of January 1, 1992 and to all new employees hired since that date on the basis of the negotiated wage rates. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the Employer being notified of ratification. Retroactivity is to be paid by separate cheque.

If an employee shall have terminated his/her employment since the expiry date of the Agreement, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her.

Retroactivity will be paid within two pay periods (bi-weekly) of the employee making such claim.

- 38.03** Responsibility Allowance

If there is only one person assigned to the Retirement Home floor and the Home assigns this person the responsibility allowance of \$2.50 per shift. Effective for the first full pay in January, 1991, increase this premium to \$3.00.

ARTICLE 39 - PERMANENT PART-TIME EMPLOYEE BENEFITS

- 39.01**
- (a) Employees working more than 48 hours bi-weekly up to and including 56 hours bi-weekly will receive 50% of the Employer paid share of the Health and Welfare premiums.
 - (b) Employees working more than 56 hours bi-weekly and up to and including 66 hours bi-weekly will receive 75% of the Employer paid share of Health and Welfare premiums.
 - (c) Employees working more than 66 hours bi-weekly and up to and

including 75 hours bi-weekly will receive 100% of the Employer paid share of Health and Welfare premiums.

- (d) Permanent part-time employees shall receive pay for each day of sick leave and paid holidays as stipulated in this Agreement in accordance with the percentage outlined in paragraphs a, b, and c above.

ARTICLE 40 - PHYSICAL EXAMINATIONS

40.01 Before final acceptance for employment all applicants will be required to pass a physical examination by their own doctor at their expense. This examination will include chest X-ray and such laboratory tests as are deemed necessary for the protection of the employee and the Employer and the results of which shall be made available to the Employer prior to the expiry of the probationary period. If an employee is assigned to work before the results of the physical examination are delivered to the Employer it is understood that continued employment is pending upon the results of the physical examination. If the employee is unable to arrange for such inclusive examination, the Employer will arrange such examination at the employee's expense.

40.02 Subsequent physical examinations and X-rays may be required by the Employer for the benefit of the employee and the Employer. If the Employer requires the employee to have subsequent physical examinations or X-rays such shall be done at the Employers expense and while the employee is regularly scheduled to work; provided that if the Employer is able to have such physical examinations and X-rays performed at the Home premises all employees shall attend to have their physical examinations and X-rays while the physician or X-ray unit is at the Home.

ARTICLE 41 - WAGE PROGRESSION ETC.

41.01 Employees within their position classification will progress from the "probationary rate" to the "one year rate" and so on, on the basis of 1,800 hours worked at the probationary and 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.

41.02 There shall be no pyramiding of premium pay, overtime pay and paid holiday pay.

- 41.03** The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours worked falls, regardless of which calendar day any part of such shift was actually worked.
- 41.04** In the event of any legislation invalidating the application of any provisions of this Agreement, the remainder of this Agreement shall continue in full force and effect.

ARTICLE 42 - RENEWAL, AMENDMENT AND TERMINATION

- 42.01** This Agreement shall continue in effect until December 31, 1993 and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 42.02** In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- 42.03** If, pursuant to such negotiations, an agreement or the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the proceedings prescribed under the Labour Relations Act, R.S.O., 1980, of the Province of Ontario, whichever should first occur.

ARTICLE 43 - PAID EDUCATIONAL LEAVE

- 43.01** When the Employer agrees to send any employee on a **recognized** course, the employee shall be granted a leave of absence with pay to complete the required course. During such leave of absence seniority shall accumulate as if the employee had worked. Tuition for the courses will be paid by the Employer upon successful completion conditional upon the employee remaining in the employ of the Employer for a period of three months subsequent to completion of the course.

ARTICLE 44 - LETTERS OF REPRIMAND

- 44.01** All letters of reprimand concerning job performance or other relatively minor infractions (not insubordination or other gross misconduct) shall be removed from an employee's record after **18** months from the date of the offence, providing no similar discipline has occurred during that period.

ARTICLE 45 - INFORMATION TO BE PROVIDED BY EMPLOYEES TO EMPLOYER

45.01 Employees will advise the Employer of their current address and telephone number, if possible, and of any change in address or telephone number within a week of such change, and the Employer shall respect the confidentiality of such information.

ARTICLE 46 - CONTRACTING OUT

46.01 (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed . by members of the bargaining unit except in the event of an emergency.

(b) When it is decided not to fill a position following an employees resignation, the Home will provide the rationale in writing for this decision to the Union, within seven (7) days. The Union may request a meeting to make representation on the matter."

46.02 The Employer shall not use any volunteers to perform bargaining unit work.

ARTICLE 47 -WORKERS' COMPENSATION

47.01 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 Employer and the employee continues. [See 14.01(g).]
- (c) The 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 the 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 current year's vacation entitlement under the terms of the Agreement.

47.02 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.

47.03 In the case on 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 of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

47.04 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 has accrued in accordance with the seniority provisions 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.

47.05 (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 38.04 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 the seniority provisions. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

47.06 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 Retirement 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.

47.07 Workers' Compensation Board Challenge

In the event that the Employer challenges a Workers' Compensation Board

claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 34. 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. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 48 - PENSIONS

- 48.01**
- (a) Commencing January 1, 1993 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 January 1, 1994 each eligible employee covered by this Collective Agreement shall 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 it's 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 property record and process pension contributions and pension benefits.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT:

DATED AT _____ THIS _____ DAY OF _____, 199__.

SERVICE EMPLOYEES' UNION,
LOCAL 478

LEISUREWORLD NORTH BAY
RETIREMENT HOME

Dyke Kennedy

Regina Smith

[Signature]

**SCHEDULE "A"
WAGES**

<u>Classifications</u>	<u>1st Full Pay Period in Jan. 1992</u>	<u>1st Full Pay Period in Jan. 1993</u>
Domestic, Dietary, Laundry Aides		
start	\$ 9.86	\$ 9.96
1 Year	10.13	10.23
2 Years	10.41	10.51
Guest Attendant		
Start	9.92	10.02
1 Year	10.19	10.29
2 Years	10.46	10.56
Assistant Cook		
Start	10.50	10.61
1 Year	10.88	10.99
2 Years	11.16	11.27
Handyman		
Start	10.40	10.50
1 Year	10.67	10.78
2 Years	10.95	11.06
Service Man	12.13	12.25
Registered Nursing Assistant		
Start	11.55	11.67
1 Year	11.83	11.95
2 Years	12.11	12.23

Employees who are employed in the Guest Attendant classification and who hold a Health Care Certificate or equivalent presently being recognized by the Employer, shall receive ten cents (\$.10) per hour above their applicable classification rate.

Employees who are employed in the Guest Attendant classification and who hold a Health Care Certificate or Home Support Worker Certificate or equivalent presently being **recognized** by the Employer, shall receive ten cents (\$.10) per hour above their applicable classification rate.

Probationary Rate

During an employees probation period, he/she shall be paid at a rate which is \$2.00 per hour below the hourly rate for the classification. On successful completion of the employee's probation period, he/she will be paid retroactively the \$2.00/hour probationary rate.

LETTER OF UNDERSTANDING

RE: SENIORITY

BETWEEN:

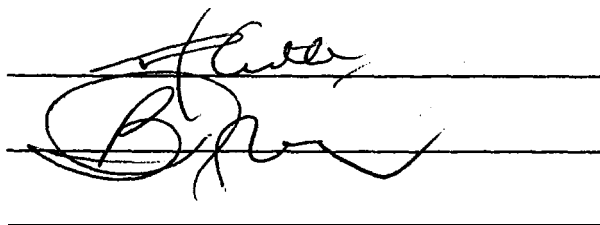
LEISUREWORLD NORTH BAY RETIREMENT HOME
(hereinafter referred to as "the Employer")

- and -

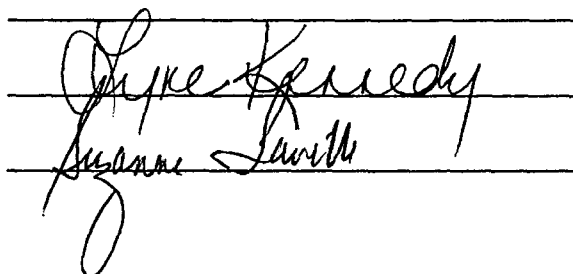
SERVICE EMPLOYEES' UNION,
LOCAL 478
(hereinafter referred to as "the Union")

If an employee of another Leisureworld facility is hired by the Leisureworld (North Bay) Retirement facility, with no extended time off in between the two jobs, Leisureworld (North Bay) Retirement will credit the employee with her seniority from the other facility, once the probation period has been completed.

FOR THE HOME



FOR THE UNION



LETTER OF UNDERSTANDING

RE: PENSIONS

The information pursuant to 48.01 (g) 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 Employee'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 48.01 (g) 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

ADDENDUM TO THE COLLECTIVE AGREEMENT

BETWEEN:

LEISUREWORLD NORTH BAY RETIREMENT HOME
(hereinafter referred to as "the Employer")

- and -

SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 478
(hereinafter referred to as "the Union")

This Addendum shall be part of the Collective Agreement between the parties and shall apply to part-time employees described in Article 1 below. All terms and conditions shall apply to part-time employees except where stated in Article 2 below.

ARTICLE 1 - RECOGNITION AND SCOPE

The Home recognizes the Union as the sole collective bargaining agent for all of its Retirement Home employees on the first floor of its facility at 401 William Street in 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 of foremen, persons above the rank of supervisor or foreman, and office staff.

ARTICLE 2 - NON-APPLICABLE COLLECTIVE AGREEMENT PROVISIONS

The following Articles of the Collective Agreement do not apply to part-time employees in any way:

Article 2.01; Articles 26, 32, 33, 34, 37, 38, 39.

ARTICLE 3 - REPRESENTATION

1. The part-time unit shall have up to three (3) stewards of their own in addition to the two (2) set out in 7.01 of the Agreement, and one (1) part-time representative on the Negotiation Committee set out in section 7.03 of the Collective Agreement.

ARTICLE 4 - SENIORITY

1. Article 12 of the Agreement shall apply to each unit independently except that part-time seniority shall be expressed in hours. In 12.01, probation shall be 337.5 hours. Seniority shall be entirely separate for full-time and part-time employees with one group not affecting the other except as expressly set out in this Addendum.
2. An employee whose status is changed from part-time to full-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for the seniority and service on the basis of one (1) year equals 1800 hours paid.

ARTICLE 5 - POSTING

1. Article 16 shall apply to the part-time unit in addition to the following:

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 position, applications submitted for such postings from part-time employees will be considered prior to consideration of persons not employed by the Employer. Such vacancy or new job shall be filled from the applications received on the basis of seniority, provided the senior employee possesses the qualifications to perform the normal duties of the job.

ARTICLE 6 - PAID HOLIDAYS

1. Holiday pay shall be paid to employees in accordance with the Employment Standards Act for the following:

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

An employee who is required to work on any of the above-mentioned holidays or on the two (2) listed below will, in addition to his holiday pay, be paid at the rate of one and one-half (1-1/2) times his regular rate of pay, or in lieu thereof be granted equivalent time off with pay equal to overtime rates:

Civic Holiday	Boxing Day
---------------	------------

2. A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday,

shall be deemed to be work performed on the holiday for the full period of the shift.

ARTICLE 7 - VACATIONS

1. For the purpose of calculating eligibility, the vacation year shall be the period from July 1 st of any year to June 30th of the following year.
2. The periods at which employees shall take vacation shall be based on 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 Employer.
3. 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.
4. Vacations are not cumulative from year to year and all vacations must be taken by March 31st following the cut-off date. Employees shall not waive vacations and draw double pay.
5. Employees who have not completed their probationary period as of the cut-off date will receive 4% of their gross earnings during the vacation year.
6. Part-time entitlement shall be based on 1 year = 1800 hours paid.

0 to less than 1800 hours paid	4% of gross earnings which shall not include the previous year's vacation pay or monies not paid by the Employer, but shall include overtime and other premium payments.
1800 to less than 5400 hours paid	2 calendar weeks' vacation with pay at 4% of gross earnings which shall not include the previous year's vacation pay or monies not paid by the Employer, but shall include overtime and other premium payments.
5400 to less than 14400 hours paid	3 calendar weeks' vacation with pay at 6% of gross earnings which shall not include the previous year's vacation pay or monies not paid by

the Employer, but shall include overtime and other premium payments.

14400 to less than 32400 hours paid 4 calendar weeks' vacation with pay at 8% of gross earnings which shall not include the previous year's vacation pay or monies not paid by the Employer, but shall include overtime and other premium payments.

32400 hours or more paid 5 calendar weeks' vacation with pay at 10% of gross earnings which shall not include the previous year's vacation pay or monies not paid by the Employer, but shall include overtime and other premium payments.

8. Vacation pay shall be paid to all employees on the first regular pay day in July.
9. No more than two (2) employees will be allowed vacations during the Christmas period on a rotating seniority basis.

ARTICLE 8 - AVAILABILITY AND SCHEDULING PART-TIME EMPLOYEES

1. Work for part-time employees shall be made available as equitably as possible, and call-in shall be in accordance with their seniority.
2. 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. 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 Employer. Failure to work as required and assigned may result in the employee being removed from the part-time roster.

4. Work schedules covering a two-week period will be posted one (1) week in advance. Employee requests for specific days off must be submitted to the Administrator in writing one week in advance of posting. If an employee's request is granted, there shall not be a violation of this Agreement and it shall not involve the Employer in overtime rates of pay.
5. Cancellation of Part-time Employees
- Whenever the Employer wishes to change the work schedule of a part-time employee, it shall give notice of the change at least twenty-four (24) hours in advance of the scheduled reporting time of the employee. In the event of failure to comply with this provision, the employee shall receive four (4) hours' pay or four (4) hours' work.
6. The Employer will endeavour to arrange shift schedules such that all employees will receive one (1) weekend off in three (3).

ARTICLE 9 - CLASSIFICATIONS AND HOURLY RATES OF PAY

The Employer shall classify employees and pay the corresponding hourly rates of pay:

<u>Classification</u>	<u>Start</u>	<u>Hourly Rate of Pay</u>	
		<u>1800 Hrs Paid*</u>	<u>3600 Hrs Paid*</u>
Effective 1 st full <u>pay period in Jan/92</u>			
Domestic, Dietary and Laundry Aides	\$ 9.86	10.13	10.41
Guest Attendant	\$ 9.92	10.19	10.46
Assistant Cook	\$10.50	10.88	11.16
Handyman	\$10.40	10.67	10.95
Serviceman	\$12.13	----	----
Registered Nursing Assistant	\$11.55	11.83	12.11

<u>Effective 1st full pay period in Jan/93</u>	<u>Start</u>	<u>1800 Hrs Paid*</u>	<u>3600 Hrs Paid*</u>
Domestic, Dietary and Laundry Aides	\$ 9.96	10.23	10.51
Guest Attendant	\$10.02	10.29	10.56
Assistant Cook	\$10.61	10.99	11.27
Handyman	\$10.50	10.78	11.06
Serviceman	\$12.25	----	---
Registered Nursing Assistant	\$11.67	11.95	12.23

* - defined as hours worked and not worked but paid for by the Employer.

Employees who are employed in the Guest Attendant classification and who hold a Health Care Certificate or equivalent presently being recognized by the Employer, shall receive five cents (\$.05) per hour above their applicable classification rate.

Employees who are employed in the Guest Attendant classification and who hold a Health Care Certificate or Home Support Worker Certificate or equivalent presently being recognized by the Employer, shall receive ten cents (\$.10) per hour above their applicable classification rate.

2. Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of January 1, 1992 and to all new employees hired since that date on the basis of the negotiated wage rates. Retroactivity will be paid within two pay periods (bi-weekly) of the Employer being notified of ratification.

If an employee shall have terminated his/her employment since the expiry date of the Agreement, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the Employer and employee shall have sixty (60) days from the posting within which to claim any payment due to him/her.

Retroactivity will be paid within two pay periods (bi-weekly) of the employee making such claim.

ARTICLE 10 - HEALTH AND WELFARE

Part-time employees will be eligible for 25% of Employer paid share of Health and Welfare premiums.

LETTER OF UNDERSTANDING

BETWEEN

SERVICE EMPLOYEES UNION LOCAL 478

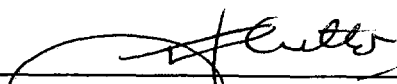
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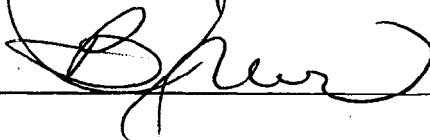
LEISUREWORLD HEALTH CARE CENTRES INC.
RETIREMENT HOME, NORTH BAY

It is hereby understood that in the event of lay-off, bumping rights shall be defined as Full-time to Full-time, Part-time to Part-time, however, in the event that when the most junior full-time employee has been laid-off, that employee may then bump into part-time.

As agreed December 14, 1992 and ratified January 21, 1993

FOR THE EMPLOYER





FOR THE UNION

