

14 Employees

Unit No. 181

SOURCE	Union		
EFF.	94	04	02
TERM.	96	04	01
No. OF EMPLOYEES	14		
NOMBRE D'EMPLOYÉS	14		

COLLECTIVE AGREEMENT

BETWEEN

VERSA SERVICES LIMITED, DIETARY DIVISION AT ITS UNIT LOCATED
AT BELMONT HOUSE
(FULL-TIME SERVICE)

- AND -

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

EFFECTIVE: APRIL 2, 1994

EXPIRY: APRIL 1, 1996

MAY 29 1996

08757(03)

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COLLECTIVE AGREEMENT

BETWEEN:

VERSA SERVICES LIMITED, DIETARY DIVISION
(at its unit located at Belmont House)
(the "Employer")

- and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(A.F. of L., C.I.O., C.L.C.)
(the "Union")

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to provide orderly collective bargaining relationship between the Employer and its employees who are subject to the provisions of this Agreement and to establish mutually satisfactory working conditions, hours of work and wages and to secure prompt and equitable disposition of grievances.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of VS Services Limited at Toronto Aged Men's and Women's Home (Belmont House) in the city of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02 The Employer agrees not to enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of this agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that management and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by

express provision of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

- (a) determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Home;
- (b) maintain order, discipline and efficiency;
- (c) hire, assign, direct, classify, transfer, promote, demote, lay-off, recall, suspend and discharge or otherwise discipline employees provided that a claim by a probationary employee that he has been discharged in violation of the standard as set out in Article 5.01 may become the subject of a grievance and dealt with as hereinafter provided;
- (d) determine the nature and kind of business conducted, equipment and materials to be used, methods and techniques of work, content of jobs, number of employees to be employed, extension, limitation and curtailment of any part of the operation and to exercise all other functions and perogatives which shall remain solely with the Employer except where inconsistent with this agreement.
- (e) determine, in the interest of efficient operation and high standard of service, the number of personnel required, the assignment of working hours, the services to be performed and the methods, procedures, facilities and equipment to be used in connection therewith; and
- (f) make and enforce and alter from time to time rules and regulations to be observed by the employees.

3.02 The Employer agrees that the above rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 Both parties agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by either of them, or their representatives or members because of an employee's membership or non-membership in the Union. The Employer

the Union agree to abide by the provisions of the Ontario Human Rights Code.

ARTICLE 5 - PROBATIONARY PERIOD

5.01 **An** employee shall be on probation until he has completed ninety (90) days worked. The Company and the Union agree that probationary employees may be disciplined for a standard which is less than just cause. The Company and the Union agree that the decision whether to discipline or discharge a probationary employee is at the sole discretion of the Company so long as the Company does not exercise that discretion in a manner that is arbitrary, discriminatory or in bad faith and that this shall constitute a lesser standard as set out in the Ontario Labour Relations Act. Upon successful completion of the probationary period, the employee shall be placed on the seniority list with seniority effective from the first day worked in the probationary period.

Should an employee be absent from work during the probationary period, the probationary period will be extended by the number of working days the employee was absent from work.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 The Union agrees that there shall not be at any time a strike at the premises of the Employer **and** the Employer agrees that it will not lock-out its employees during the term of this Agreement.

ARTICLE 7 - UNION SECURITY

7.01 The Employer shall deduct from every employee in the bargaining unit, as a condition of employment, an amount equivalent to the regular monthly Union Dues.

7.02 Deductions shall be made the first pay of each month and forwarded to the Union office on or before the last day of the same month in which the deductions are made where practicable. The Employer shall, when remitting such dues, name the employees from whose pay deductions have been made.

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

ARTICLE 8 - REPRESENTATION

8.01 The Employer acknowledges the right of the Union to elect or appoint two (2) stewards, one (1) of whom shall be the Chief Steward, to assist employees in the presentation of their grievances.

8.02 The Union acknowledges that its Stewards and member of the Negotiating Committee have regular duties to perform on behalf of the Employer and that so far as is practicable, all Union activities will be conducted outside of regular working hours. Furthermore, such persons will not leave their regular duties without requesting in writing permission from their immediate supervisor and advising the supervisor upon their return. Permission from the supervisor shall not be unreasonably withheld.

8.03 The Employer will recognize a Negotiating Committee consisting of not more than one (1) employee.

8.04 The Union shall supply the Employer with the names of its various Stewards and Committee representative and shall promptly advise the Employer of changes. The Employer will only recognize Union representatives and Stewards upon proper written notification.

8.05 The Union agrees to supply in advance written notice in advance of meetings.

8.06 The Employer will compensate for time spent in negotiations with the Employer, up to and including Conciliation. This provision does not apply to time spent outside of regular working hours.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 A grievance will be defined as an difference, dispute, or complaint arising from the interpretation, administration, application or alleged violation of this Collective Agreement, and will be submitted to the Company within five (5) working days of the event in question, or five (5) working days from the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based, in accordance with the following procedure:

Step 1 **An** employee having a grievance shall submit his grievance signed and in writing, on a form supplied by the Union, to his immediate Supervisor. **An** employee has the right to be accompanied by a Union Steward, or in the absence of the Steward, a Union representative. A written answer shall be given by the Supervisor within three (3) working days.

Step 2 Failing a satisfactory settlement at Step 1, the grievance shall be submitted to the District Manager within five (5) working days from response at Step 1. A meeting will be held with the grievor, a Union Steward, a Union representative and Company representatives. The Division Manager shall give a written answer within five (5) working days of the Step 2 meeting.

9.02 Failing a satisfactory settlement of the grievance at Step 2, the matter may be referred to Arbitration, within a period of fifteen (15) working days from the receipt of the Company's written answer at Step 2.

9.03 The Company or the Union may file a policy grievance directly at Step 2 of the grievance procedure. The parties agree to meet within five (5) working days of such grievance being lodged.

9.04 A claim by an employee who has completed his probationary period 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 District Manager or his designate within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

9.05 The Union shall not grieve the dismissal of any employee who has not completed his probationary period with the Company and such employee will not have recourse to the grievance procedure.

ARTICLE 10 - ARBITRATION

10.01 Disputes that are carried to arbitration shall be heard before an arbitration panel, **or** if the parties **so** agree, a sole arbitrator.

10.02 When either party requests that a grievance **be** submitted to arbitration as hereinwith provided, it shall notify the other party within fourteen (14) days of the decision at Step 2. The Company and the Union shall attempt to agree to a Chairman within

fourteen (14) days. Should the parties be unable to agree to a Chairman, the matter shall be referred to the Labour Management Arbitration Commission for determination.

10.03 When the Chairman has selected a date, it is the sole responsibility of the respective parties to this Agreement to have their board member at the hearing. Should one or both parties' board members fail to show up, then the case will be heard by those members of the board that are in attendance along with the Chairman.

10.04 No person may act as a board member who has been involved in an attempt to negotiate or settle a grievance.

10.05 The decision of a majority of the Board of Arbitration, and failing a majority decision or in the case of a sole arbitrator, the decision of the Chairman will be final and binding upon the parties hereto.

10.06 Each of the parties hereto will bear the expenses of its board member to the Board of Arbitration; the parties will jointly bear the fees and expenses of the Chairman or sole arbitrator.

10.07 The Arbitration Board shall not have the power, nor shall it be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to add to or subtract from this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by this Agreement.

10.08 No matter may be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure.

ARTICLE 11 - SUSPENSION AND DISCHARGE

11.01(a) A claim by an employee who has completed his probationary period that has been unjustly suspended or discharged shall be treated as a grievance and submitted at Step 2 so long as said grievance is submitted to the Employer in writing within three (3) calendar days after written notification of the suspension or discharge.

(b) It is agreed and understood that any probationary employee as defined in Article 5.01 may be discharged

during his probationary period without cause at the sole discretion of the Employer.

- (c) The Union will not question the discharge of any probationary employee nor shall such discharge be the subject of the grievance procedure.

ARTICLE 12 - SENIORITY

12.01 The seniority of each employee covered by this Agreement shall be established upon the completion of the probationary period.

12.02 Seniority shall be bargaining unit wide by classification. A list of all employees who have seniority shall be maintained by the Employer showing each employee's seniority and classification. Said list will be supplied to the Union by the Employer on or about the first of January and July of each year and posted on the appropriate bulletin board.

12.03 An employee shall lose all seniority and shall be deemed to have terminated employment with the Company:

- (a) by voluntarily leaving the employ of the Company;
- (b) if an employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this contract;
- (c) if an employee has been laid off and fails to reply to a recall notice, within five (5) days of its mailing by registered mail or being sent a telegram to the employee's last known address and/or failing to return to work within two (2) days of receiving such notice. It shall be the employee's responsibility to keep the Company informed of any change in the employee's address;
- (d) if an employee overstays a leave of absence granted by the Company without securing an extension in writing, of such leave of absence unless extension is due to circumstances beyond the control of the employee, whereupon the employee must notify the Company by telegram of the circumstances and probable return date, or if he takes employment other than that declared and agreed upon when applying for the leave of absence;

(e) if an employee is absent from work for two (2) or more consecutive working days without notification to the Company unless such failure is a result of circumstances beyond the control of the employee;

(f) if a seniority employee is laid off and not recalled within eighteen (18) months from the date of lay off.

12.04 Bargaining unit employees who accept promotion or transfer out of the Bargaining Unit shall lose all Bargaining Unit Seniority.

12.05 If an employee is absent due to accident or illness, he shall only retain his seniority for a maximum of eighteen (18) months from the date the accident or illness commenced, or is absent from work **for** more than twenty-four (24) months by reason of absence while on W.C.B.

ARTICLE 13 - PROMOTIONS

13.01 Job Postings

The Employer shall post notice of the primary vacancy within the bargaining unit only for a period of five (5) consecutive days. Bargaining unit employees may make written application for said vacancy during the posting period.

13.02 The Employer shall give first consideration to bargaining unit employees in filling the vacancy, provided that the Employer shall be free to fill the vacancy at its discretion should there be no suitable applicants in the Employer's opinion from the bargaining unit pursuant to the provisions of this Article.

13.03 In filling a vacancy, the following factors will be considered:

(a) ability, job efficiency, qualifications;

(b) seniority.

Where the factors in (a) are equal, seniority shall govern.

13.04 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be

ted on an appropriate bulletin board and a copy sent to the Union

ARTICLE 14 - LAY-OFF AND RECALL

14.01 In the event of a lay-off, it will be in order of seniority, by classification, that is, the last hired will be the first laid off, provided that such lay-off will not prevent the Employer from maintaining a work force of employees who are qualified and able to perform efficiently the work which is available.

14.02 Employees recalled to work after a lay-off shall be recalled in the reverse order to that in which they were laid off, provided that such recall will not prevent the Employer from maintaining a work force of employees who are qualified and able to perform efficiently the work which is available.

14.03 Employees being laid off shall receive written notice of layoff in accordance with the provisions of the Employment Standards Act of Ontario.

In accordance with the Employment Standards Act of Ontario if an employee is entitled to written notice under the Employment Standards Act of Ontario they shall receive:

One (1) weeks notice if their period of employment is three months or more but less than one (1) year.

Two (2) weeks notice if their period of employment is one (1) year or more but less than three (3) years.

Three (3) weeks notice if their period of employment is three (3) years or more but less than four (4) years.

Four (4) weeks notice if their period of employment is four (4) years or more but less than five (5) years.

Five (5) weeks notice if their period of employment is five (5) years or more but less than six (6) years.

Six (6) weeks notice if their period of employment is six (6) years or more but less than seven (7) years.

Seven (7) weeks notice if their period of employment is seven (7) years or more but less than eight (8) years.

Eight (8) weeks notice if their period of employment is eight (8) years or more.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01(a) The normal work-week shall consist of five (5) work days of seven and one half (7 1/2) hours in any one (1) day of thirty seven and one half (37 1/2) hours in any one (1) week. This paragraph must not be interpreted as meaning that the Company guarantees a specific number of hours of work per week or per day or a specific number of days per week.

(b) Any hours worked by an employee on his sixth or seventh consecutive work day shall be compensated for at the rate of time and one-half (1 1/2) his regular straight-time hourly rate.

(c) Any hours worked by an employee in excess of thirty seven and one half (37 1/2) hours per week shall be compensated at the rate of time and one-half (1 1/2) his regular straight-time hourly rate.

15.02 The Company maintains the right to schedule shifts in accordance with work requirements.

15.03 All employees who work in excess of five (5) consecutive hours in a shift will take a one half hour unpaid lunch break. Such lunch break will be scheduled, where possible, so that the services of the Company will not be unduly affected.

15.04 All employees who are scheduled to work a minimum of three (3) hours on a given shift shall be entitled to a paid fifteen (15) minutes rest break. If an employee's shift is in excess of six (6) consecutive hours he shall be entitled to a second additional fifteen (15) minutes paid break after lunch.

15.05 The Company and the Union jointly recognize that it is the responsibility of each employee to be regular in his attendance at work so that orderly schedules may be maintained without requiring overtime or causing undue inconvenience to other employees.

15.06 An employee unable to report for work due to sickness or other justifiable reason shall notify his immediate supervisor as early as possible and in any event not later than one (1) hour before commencement of the shift he was due to report for.

When notifying the Company of absence, an employee must give an estimated date of return. If later he is unable to return on that date, a new return date must be given to the supervisor on or before the original estimated date of return.

15.07 There shall be no pyramiding or duplication of benefits found in this Agreement.

15.08 Employees will clock in and out in uniform.

ARTICLE 16 - HOLIDAYS

16.01 Each employee who has completed the probationary period and who is not required to work on any of the following days shall receive a normal day's payment at his regular straight-time hourly rate for the celebration of the holidays listed hereunder, provided the employee works both the last and first scheduled day immediately before and after the holiday respectively:

New Year's Day
Good Friday
Victoria Day
July 1
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

16.02 Employees required to work on any of the paid holidays shall be compensated at the rate of time and one-half (1 1/2) their regular straight-time hourly rate for all hours so worked plus their regular straight-time hourly rate for the hours they would have normally worked.

16.03 Should any paid holiday occur during an employee's annual vacation, said vacation shall be extended an amount equal to the number of holidays occurring during the vacation and the employee shall receive his holiday pay.

16.04 In no event will an employee who has been laid off for lack of work receive payment for any holiday which occurs during the period of lay-off.

ARTICLE 17 - VACATIONS

17.01 The Company recognizes the need for rest and recreation on the part of its employees and has therefore provided the following vacation plan.

17.02 Since vacations are allowed as a period of change and rest, for the general good of the employees and the Company alike continuous service without vacation but with extra compensation is not regarded as good for either the employee or the Company and hence no employee should elect to receive pay in lieu of vacation.

17.03 Employees will be paid at the time **of** starting their vacation and all deductions usually made from the employee's earnings will be made from their vacation pay.

17.04 It is understood that vacation entitlement shall be taken in accordance with work requirements and length of service by classification. The Company will endeavour to accommodate employee's vacation requests; however, vacation schedules may necessarily be subject to the vacation schedules as programmed by the Company's client.

17.05 Where necessary, skeleton staff will be required to maintain those services deemed necessary by the Company during such periods.

17.06 The vacation year will be based on service as of July 1st of the year in which the vacation is taken for purposes of calculating time off entitlement.

17.07 **An** employee who was absent from work during the vacation year on short term disability, workers' compensation or any unpaid leave of absence shall receive vacation pay proportionately less than a normal entitlement.

17.08 Vacation entitlement will be based on that percentage agreed (17.10) **of** the employee's gross earnings in the vacation entitlement year concerned.

17.09 Employees shall submit their vacation preference in writing by February 1st and the vacation schedule shall be posted by June 1st.

10 Service Requirements

Less than one (1) year's continuous service - 4%

After one (1) year's continuous service - 2 weeks at 4%

After six (6) year's continuous service - 3 weeks at 6%

After eight (8) year's continuous service - 4 weeks at 8%

After seventeen (17) year's continuous service - 5 weeks at 10%

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Personal Leave

The Company may authorize a leave of absence without pay, benefits or without accrual of seniority for personal reasons. Such request will be in writing, and submitted to the manager.

18.02 Union

The Employer will grant unpaid leave of absence to not more than one (1) seniority employee at a time for legitimate union business for a period not to exceed ten (10) working days per year. The foregoing however is subject to the limitation that such leave of absence may be withheld by the Employer if the absence of such employee will interfere with service to residents.

- (a) The Employer must receive at least twenty-one (21) calendar days notice of the requested leave in writing.

18.03 Bereavement Leave

Bereavement leave when granted will be paid at the regular straight-time hourly rate, for loss of scheduled work, from the day of death up to and including the day of the funeral for a maximum not to exceed four (4) consecutive days to make arrangements for and/or attend the funeral of his or her immediate family.

Immediate family shall mean the employee's spouse, child, and stepchild.

Employee's shall receive three (3) consecutive days off at their regular rate, for loss of scheduled work, from the day of

ath up to and including the day of the funeral in the case of the death of an employee's, or spouse's parent, grandparent, brother and sister.

Employee shall receive (if scheduled) one (1) day off at regular rate for grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Where an employee is unable due to distance of travel to attend the funeral of a member of his immediate family as defined in the Collective Agreement, he shall be entitled to leave for mourning on the day of the funeral without loss of regular straight-time earnings to which he would otherwise have been entitled on that day.

18.04 Jury Duty

An employee who is required for jury duty may receive compensation from the Company of an amount equal to the difference between the employee's regular straight-time hourly rate and jury pay, excluding expenses.

18.05 In order to qualify for jury duty leave pay an employee must substantiate to the Company's satisfaction his claim for the entitlement under this Article.

18.06 Education Leave

As per V.S. Services policy.

ARTICLE 19 - PREGNANCY AND PARENTAL LEAVE OF ABSENCE

Pregnancy and Parental Leave

19.01 Preamble

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

19.02 Pregnancy Leave

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

for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least 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 19.10 Parental Leave.

- (d) Notwithstanding article 19.02(b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Effective April 1, 1994, on confirmation by the
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of th m n Benefit, 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 rate of unemployment insurance benefits. In any week, the total amount of SUB payments and the weekly rate of U.I. benefits will not exceed 75% of the employee's normal weekly earnings.

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

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

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

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

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

19.03 **An** employee who does not apply for leave of absence under Article 19.02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave **of** absence in accordance with Article 19.02(a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate *of* a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

19.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, **group** life, pension and other benefits included and prescribe **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.

19.05 **An** employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of

the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

19.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system **or** practice shall reinstate the employee in accordance with the provisions of Article 19.05.

19.07 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.

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

19.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 19.10 of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

19.10 _____

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

(c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came 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 parent for the first time.

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

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

(e) For the purposes of parental leave under Article 19.10 Parental Leave, the provisions under 19.01, 19.04, 19.05, 19.06, 19.07, 19.08, and 19.09 shall also apply.

ARTICLE 20 - GENERAL

20.01 Health and Safety

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. To that end, both parties agree to promote and participate in a joint health and safety committee and to observe all safety rules and practices.

20.02 Bulletin Boards

The Employer agrees to post notices in designated area by Employer provided they bear the signature of an authorized officer or steward of the Union and the Food Service Manager.

20.03 Union Business

No Union meetings on premises without notification in writing and prior approval by Food Service Manager.

Effective upon ratification date employees will be required to pay the prevailing rate for meals consumed.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Wages are payable in accordance with Appendix "A" to this Agreement.

21.02 Temporary Transfers

An employee who is temporarily transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) If the transfer is for the convenience of the Employer and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall be paid at his regular rate of pay.
- (b) If the transfer is for the convenience of the employee or in lieu of lay-off, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate.
- (c) If the transfer is to a higher rated classification then the employee will receive the higher rate of pay.

21.03 Uniforms

The Employer will continue to provide and launder uniforms.

21.04 Reporting Pay

Employees who report for work for any regularly scheduled shift will be guaranteed at least four (4) hours of work or, if no work is available, they will be paid for at least four (4) hours.

Whenever possible, an employee who is unable to report for work shall ensure that the Employer is notified before the end of the shift on the day prior to the expected absence or a message should be left in the normal way.

TICLE 22 - BENEFITS

22.01 OHIP - The Company shall pay 50% of the monthly premiums for the Ontario Health Insurance Plan.

Group Insurance - The Company shall pay 100% of the monthly billed premiums for the following Group Insurance Plan Life and A.D. & D. \$10,000

Major Medical Plan:

Single coverage - \$25.00

Faimly coverage - \$75.00

90% co-insurance/100% company paid

Dental Plan:

Blue Cross #7 type 75% company paid

Pension Plan;

The Employer shall provide a Pension Plan for all Employees with seniority and shall contribute 2% of regular earnings to such Plan on behalf of each Employee. Each Employee with seniority shall also contribute 2% of Regular Earnings to such Plan.

22.02 In the event that any of the Company paid premiums for benefits covered under this Article are subsequently reduced or eliminated for any reasons such premium reduction or elimination shall be the property of the Company.

22.03 The Company shall cease all premium payments for Company paid or partially paid benefits the first day of the month following the date an employee was first absent from work due to illness, accident, death, lay-off, strike, lock-out or leave of absence unless otherwise specifically provided for herein.

ARTICLE 23 - SICK LEAVE

5 days per year after 1 year service - non cumulative

Weekly Indemnity - 1/8/15 at 2/3 wages to UIC max.

ARTICLE 24 - DURATION

24.01 This Agreement shall continue in effect from April 2, 1994 to April 1, 1996 and shall continue automatically from year to year thereafter unless either party notifies the other in writing, within ninety (90) days prior to the expiry date as set out above and as it may be in each subsequent year that it desires to amend or terminate the Agreement.

Dated at Toronto this 27th day of February 1996.

FOR THE EMPLOYER

S.E.I.U., LOCAL 204

[Signature]

Robert David

[Signature]

Sharon Gregory

D. Barnes

[Signature]

[Signature]

RD/SP

SCHEDULE "A"

CLASSIFICATION AND WAGES

Effective April 2, 1994	Probation	Start	1 Year	2nd Year
General Help	10.42	10.88	11.28	11.68
Cook II	12.38	12.61	12.84	13.07
Cook I	13.64	13.87	14.10	14.33

Effective April 2, 1995

General Help	10.54	11.00	11.40	11.80
Cook II	12.50	12.73	12.96	13.19
Cook I	13.76	13.99	14.22	14.45

Ratification and Retroactivity

April 2, 1994 to date of ratification payment of retroactive pay shall be on the basis of hours paid by the employer to those on staff at the date of ratification.