

1- Contingent

Unit No.	88B	Union	
EFF.	95	01	01
TERM.	96	12	31
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYES	100		

COLLECTIVE AGREEMENT

BETWEEN

**LEISURE WORLD NURSING HOMES LIMITED
TORONTO, ONTARIO**

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
AFL - CIO - CLC**

EFFECTIVE: JANUARY 1, 1995

EXPIRY: DECEMBER 31, 1996

(PART-TIME EMPLOYEES)

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COLLECTIVE AGREEMENT

BETWEEN

LEISURE WORLD NURSING HOMES LIMITED,
Toronto, Ontario,
(hereinafter referred to as "the Home")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204,
AFL-CIO-CLC
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

2.01 The Home recognizes the Union as the sole bargaining agent of all employees of Leisure World Nursing Homes Limited in the Municipality of Metropolitan Toronto 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 or foremen, persons above the rank of supervisor or foreman, office staff and persons covered by subsisting Collective Agreements or Certificates.

2.02 The Home will not enter into any other agreement or contract with employees either individually or collectively which will conflict with any of the provisions of this Agreement.

2.03 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of participation or non-participation in the Union.

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

ARTICLE 3 - STRIKES AND LOCKOUTS

3.01 The Home will not cause or direct any lockout of its employees and the Union will not cause or direct any strikes.

3.02 The definition of the terms "lockout" and "strike" as used in section 3.01 above, shall be in accordance with the Labour Relations Act.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Home, and without limiting the generality of the foregoing, it is the exclusive function of the Home.

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home;
- (b) to maintain order, discipline and efficiency, and in connection therewith, to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the local Union. The Home reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the local Union. The Home agrees to consider any representations made by the Union on a province-wide basis concerning any changes in rules or introduction of new rules;
- (c) to hire, transfer, lay off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee 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 or control the work of the employees and the operations of the Nursing Home. 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 5 - UNION SECURITY

5.01 As a condition of employment, the Home shall deduct monthly from each employee in the bargaining unit, subject to the provisions of section 5.02 hereof, a sum equal to Union dues as certified by the Union, and shall remit such sums to the Union not later than the 20th day of the same month to the Secretary-Treasurer of the Local Union, along with a list of employees who have terminated their employment in the preceding month, and the name, address, postal code and Social Insurance number of the employees who have completed their probationary period in the preceding month. New lists of employees forwarded with the dues sum shall set out the individual employee amounts paid.

5.02 Such deduction with respect to new employees or employees who, on the date of signing this Agreement have not completed a probationary period, shall become effective upon the first regular deduction date following the completion of the probationary period.

5.03 The Union will save the Home harmless from any and all claims made by employees for amounts deducted from pay as herein provided. The Home shall not be party to any action under this clause. Neither the Home nor the Union will charge each other for legal fees as a result of a dispute over this clause.

5.04 The Home agrees that a Union representative shall be given the opportunity of interviewing each new employee prior to the completion of thirty (30) days employment for the purpose of informing such employees of the existence of the Union in the Home. The Home shall advise the Union monthly as to the time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Home's premises in a room designated by the Home and the employees shall report to this room for interview during the interview period.

5.05 The Home shall set out the amount of Union dues deducted on each employee's annual T-4 slip.

5.06 Whenever they are used in the Collective Agreement, the terms "seniority" and "service" shall be deemed to refer to length of employment.

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

ARTICLE 6 - UNION COMMITTEE AND STEWARDS

6.01 The Union shall have the right to appoint or otherwise select up to one (1) steward per shift, but only up to two (2) employees in total on the Negotiating Committee, per Home operation, to represent other employees in negotiations and to assist other employees in the presentation of any grievances they may have, if such assistance is requested. The Home shall not be required to meet with more than two (2) stewards at any one time, plus any full-time Union representatives.

6.02 No employee shall act in the capacity referred to in 6.01 above until after he has completed six (6) months of employment with the Home.

6.03 Employees who are appointed or otherwise selected to act as a Steward on behalf of the Union have regular duties to perform. Therefore, such employees shall not leave their work to conduct any business on behalf of the Union or employees without first receiving permission from their respective supervisors. Such permission shall not be unreasonably withheld. In return, the Home will pay stewards for any regular hours of work missed in direct dealings with the Home, but not for any arbitration proceedings.

6.04 The Union will keep the Home advised of the names of employees who act as Union representatives in any capacity.

6.05 Labour Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one week

prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this agreement.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A 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 7 - GRIEVANCE PROCEDURE

7.01 Step 1

An employee having a question or complaint shall refer it to his immediate supervisor within ten (10) working days of the actual occurrence to the question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from the date of the submission.

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

7.02 Step 2

If the reply of the supervisor is not satisfactory to the employee, the grievance will then be stated in writing, dated and signed by the employee and will, within five (5) working days after the date of the supervisor's reply, be submitted to the Home Administrator or her designate or, in her absence, to her secretary. Within five (5) working days after receiving a written grievance, the Home Administrator (or her designate) will meet with the employee and his steward to discuss the matter. At this meeting a SEIU representative will be present if requested by either party, A reply to the grievance will be given within three (3) working days after this meeting has been held.

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

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

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

7.06 **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.

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

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

7.09(a) Union Policy Grievances

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Home of this Agreement in writing at Step 2 of the grievance procedure, providing it is presented within ten (10) working days after the circumstances which gave rise to the grievance originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or

group grievance and the regular grievance procedure shall not be thereby bypassed.

(b) Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the department Head or his/her designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step Number two (2) and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.10 Home Policy Grievances

The Home may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step 2 of the grievance procedure by forwarding a written statement of said grievance to the SEIU Union Representative, provided it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the SEIU Union Representative shall give his decision in writing five (5) working days after receiving the written grievance, and failing settlement, the grievance may be referred to arbitration by the Home in accordance with Step No. 2 of the grievance procedure.

ARTICLE 8 - DISCHARGE CASES

8.01 A claim by an employee who has completed his probationary period that he has been unjustly discharged from his employment will be treated as a special grievance, commencing at Step 2 of the grievance procedure, provided the discharged person submits his written grievance, dated and signed, within four (4) working days after the discharge occurs.

8.02 Such special grievances may be settled by confirming the discharge, or by reinstating the discharged person with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

RTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the Agreement, and shall contain the name of the nominee to the Arbitration Board of the party requesting arbitration. The recipient of the notice shall, within five (5) days thereafter, notify the other party, in writing, of the name of its nominee to the Arbitration Board. The two nominees shall endeavour, within ten (10) days, to agree upon a third member and Chairman of the Arbitration Board and it is understood that if the two nominees fail to agree upon a Chairman, the Chairman shall be appointed by the Minister of Labour of Ontario, upon the request of either party.

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

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

9.04 The Arbitration Board shall have the power to enter any premises where work is being done or has been done by the employees, or in which the Home carries on business or where anything is taking place or has taken place concerning any of the differences submitted to the Board, and inspect and view any work, material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences or to authorize any person to do anything that the Board could do under this section and report to the Board thereon.

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

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

\.07 Sole Arbitrator

In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a sole arbitrator in addition to that party's nominee to a tripartite Board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration, the matter shall be determined by a sole arbitrator and, failing such agreement, the regular arbitration procedure shall apply.

ARTICLE 10 - SENIORITY

10.01 A part-time employee will be on probation and will not have any seniority standing with the Home until after he has completed three hundred and thrity-seven and a half (337 1/21 worked hours. His seniority will then date back three hundred and thirty-seven and a half (337 1/2) worked hours. The Home may lay off or discharge probationary employees at its sole discretion on a rational basis.

10.02 A seniority list showing the names of employees and seniority based on hours worked from the last hiring date, will be prepared by the Home. This list will be revised semi-annually and copies will be provided to the Union office and chief steward after original preparation and after each revision. Seniority lists shall include the employee's department and shall be prepared alphabetically and forwarded to the Union office each January and July.

10.03 Layoff and Recall

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

.02 In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with

notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

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

Lay-off Procedure

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

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

(i) accept the lay-off; or

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

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as

defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

Recall Rights

.04 (a) **An** employee shall have opportunity of recall from a lay-off to an available opening in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

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

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

(d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive

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

(e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

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

Benefits on Layoff

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

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

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

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

10.04 In cases of lay-off due to lack of work, recall following lay-off, promotion to higher pay jobs, demotion and permanent transfer, the qualifications and departmental seniority of employees shall be the governing factors, and where these factors are relatively equal between employees, departmental seniority with the Home will be the governing factor.

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

- (a) Voluntarily resigns, retires or is discharged for just cause;
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability; or;
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than twenty-four (24) months by reason of lay-off; or
- (e) is absent from work for more than twenty-four (24) months by reason of absence on WCB.

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

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, within thirty (30) days of leaving employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preference (if any), and when they would be available to commence work.
- (b) **An** applicant, who is permitted to transfer from one nursing home to another as a result of this transfer procedure, will retain any seniority that he had

previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will only be able to exercise home seniority for purposes of transfers, promotions, lay-offs and reductions in staff.

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

10.07(a) All job vacancies at each Home shall be posted on the bulletin board for ten (10) calendar days. In the event more than one (1) employee applies for the vacant job, then it shall be awarded to the applicant with the most seniority provided she is able to perform the job. For the purposes of filling a job vacancy, only the seniority at the Home where the vacancy occurs will be considered.

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

(i) the employee feels that she is not suitable for the position and wishes to return to her former position; or

(ii) the Home feels that the employee is not suitable for the position, and requires that she return to her former position.

In the event of either (i) or (ii) 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 re-arrangement 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.

(c) While the job vacancy procedure for full-time employees is separate from that for part-time employees, if with a

full-time vacancy there are no successful applicants, then this full-time vacancy will be open to part-time employees to apply for during a new ten (10) calendar day period. Part-time employees applying for full-time positions will be considered in terms of their qualifications and experience and, if relatively equal, shall be transferred in accordance with their position on the part-time seniority list and credited with their part-time seniority.

10.08 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 Home 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.

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

10.10 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.

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

10.12 Temporary Vacancy

A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six calendar weeks. Employees working less than 37 1/2 hours a

week shall be given the first opportunity to fill temporary vacancies, subject to articles 10.09 and 10.10. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing here-in shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

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

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

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

10.16 Seniority for purposes of lay-off, recall, job posting or other non-economic reasons shall accrue up to twenty-four (24) months when an employee is absent due to W.C.B.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Personal

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

received such permission to be absent will continue to accumulate seniority during his absence.

Note: No part-time employee shall qualify for any paid leave of absence until she achieves seniority and shall only apply for pre-scheduled hours of work.

11.02 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding 30 continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of 24 months if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (d) Benefits/Workers' Compensation Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workers' Compensation if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Workers' Compensation shall continue

for up to twenty-four (24) months following the date of the injury.

11.03 Union Conventions

The Home may grant leave of absence without pay or loss of seniority to two (2) employees from each Home operation at any one time to attend Union conventions or Educational Sessions. Such leave must be applied for at least two (2) weeks in advance and all leave for all employees shall not exceed thirty (30) working days per year. Any extra time may be applied for under Article 11.01, Personal Leave. No leave shall be granted to employees to participate in another labour dispute and/or picketing other premises. While on unpaid union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WCB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable.)

11.04 Jury Duty

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

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

11.05 Bereavement Leave

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

- (b) Upon the death of an employee's mother, father, step parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grand-parent, grand-children, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
 - (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
 - (d) **An** employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
 - (e) **An** employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payments for holiday pay or vacation pay.
- Note: It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.
- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

11.06 Pregnancy and Parental Leave

Preamble

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

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 11.06 Parental Leave.

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

Effective January 1, 1992, an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of unemployment insurance benefits. In any week, the total amount of SUB payments and the weekly rate of U.I. benefits will not exceed 75% of the employee's regular weekly earnings.

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.

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

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

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

The SUB top-up by the Home would not take into account UIC insurable earnings from sources other than this facility.

- (e) **An** employee who does not apply for leave of absence under sub-paragraph (a) and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with sub-paragraph (a) upon providing the Home 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 her 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.
- (f) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of

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

- (g) **An** employee who intends to resume her employment on the expiration of the leave of absence granted to her under this paragraph, shall so advise the Home 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.

- (h) When the Home has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Home 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 Home 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 sub-paragraph (g) .
- (i) Such absence is not an illness under the interpretation of this Agreement and credits on the accumulated sick leave plan cannot be used.
- (j) Credits for service for the purposes 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.
- (k) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 11.07 of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

1.07 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came 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 (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (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.

- (e) For the purposes of parental leave under Article 11.07 Parental Leave, the provisions under 11.06(a), (f), (g), (h), (i), (j), (k), shall also apply.

11.08 Paid Educational Leave

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

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one months' notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

ARTICLE 12 - BULLETIN BOARDS

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

ARTICLE 13 - GENDER

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

ARTICLE 14 - HOURS OF WORK, OVERTIME, ETC.

14.01 The regular work day will consist of seven and one-half (7 1/2) hours. Employees working in the Nursing area shall not leave the floor unattended. Employees shall be allowed a half (1/2) hour unpaid meal period. Nothing in this section shall be construed as a guarantee of any hours of work. The employer agrees that there shall be no split shifts.

14.02 The days of work for an employee, the starting and quitting times each day and the time and duration of lunch and time of rest periods, will be determined by the Home in accordance with its requirements. Employees will be notified, in advance, of any general change in their shift schedules. The Home shall attempt to rotate shifts bi-weekly, where practical. The current practice for existing employees will be maintained. The shift schedules shall be posted at least two (2) weeks before being effective. Part time employees shall not be scheduled for more than seven (7) consecutive days.

4.03 Rest periods of fifteen (15) minutes' duration with pay will be provided for an employee in each four (4) hours he is required to work.

14.04 If employees are requested by their supervisors to work beyond their regular shifts, they will make every effort to cooperate.

14.05 Overtime at the rate of one and one-half (1 1/2) times an employee's equivalent hourly rate will be paid for all authorized time worked in excess of seven and one-half (7 1/2) hours in a day, or in excess of seventy-five (75) hours in a two (2) week period, but not both. There shall be no pyramiding of overtime payment.

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

14.07 Scheduling Part-time Employees

- (a) All pre-scheduled shifts shall be distributed as equitably as possible.

All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list before securing an agency replacement. The use of Agency Personnel shall not be expanded on any shift.

- (b) Cancellation of Part-time Employees

Whenever the Home 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.

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

- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked, except in the case of employees who are scheduled to work

less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

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

14.09 Daylight Savings Time

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

14.10 Changes to posted schedules shall be given to the Administrator or their designate.

ARTICLE 15 - VACATION PAY

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

(a)

Effective June 30, 1992

Vacation Entitlement

0 to less than 1800 hours paid

4% of gross earnings for the vacation year.

1800 to less than 5400 hours paid

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

5400 to less than 14400 hours paid

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

4400 to less than 27000 hours paid	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year.
27000 hours or more paid	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.

For accrual purposes only 1800 hours paid = 1 year.

15.02 All vacation periods for part-time employees are subject to the approval of the Department Head or his designate with consideration being given to the employees' wishes in order of their placement on the part-time employee seniority list.

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

15.04 The periods at which employees shall take vacation shall be based 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.

15.05 Vacations are not cumulative from year to year, and all vacations must be taken by April 30th following the June 30th cut-off date.

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

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

15.08 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.

ARTICLE 16 - PAID HOLIDAYS

16.01 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
Dominion Day	Boxing Day
Employees Birthday	February Holiday (3rd Monday)

Further, the Home shall pay employees who work on any of the Paid Holidays specified below at the rate of time and one-half (1 1/2) the regular per diem rate:

Civic Holiday

16.02 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.

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

ARTICLE 17 - CLASSIFICATIONS AND RATES OF PAY AND PENSION PLAN

17.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to Job Classifications and Hourly Rates of Pay. It is understood that the part-time wage schedule and vacation schedules shall be amended effective September 8, 1988 to reflect 1 year = 1800 hours paid. Hours worked and hours paid for by the Employer during an employee's probationary period will be included for purposes of wage progression.

17.02 Effective July 1, 1990, part-time employees shall be paid for all hours worked in accordance with the rates set out above plus fifty (50) cents per hour in lieu of all benefits, being O.H.I.P., Life Insurance, Major Medical, Vision Care, Sick Leave, Uniform Allowance, and Dental Plan payable to full-time employees, save and except for paid holidays, vacation pay and pension plan.

7.03 UIC Premium Reduction

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

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

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

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

(i) the straight time component of hours worked on a holiday;

(ii) holiday pay, for the hours not worked; and

(iii) vacation pay.

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

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

.02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

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

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

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

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH PS, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise. In the event such information is not readily available without review of other information is not readily to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

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

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

(i) ~~To be Provided Once Only at Plan Commencement~~

Date of Hire
Date of Birth
Date of first Remittance
Seniority List (for purposes of calculations
past service credit)

(ii) ~~To be Provided with each Remittance~~

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

(iii) ~~To Be Provided Once, and if Status Changes~~

Address as provided to the Home
Termination date when applicable

(iv) ~~To Be Provided Once if they are Readily Available~~

Gender
Marital Status

17.05 Employees will be paid each two (2) weeks worked. The normal pay day shall be Friday except where a paid holiday occurs on a Friday, when the pay day will be advanced by one (1) day. If cheques are available, employees off on Friday will be issued their cheques on Thursday prior to leaving their shifts.

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

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

- (c) All pay cheques to be placed in envelopes prior to distribution and vacation pay shall be paid by a separate cheque the pay period prior to their requested vacation.

17.07 Pay Days

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

17.08 Lead Hands

The Home may appoint employees to act as Lead Hands and will pay a twenty cent (20 cent) per hour premium to those employees for each hour worked as a Lead Hand.

17.09 New employees shall be paid a probationary rate of twenty cents (20 cents) less than the start rate of the classification to which assigned, for their first 337 1/2 hours of work.

17.10 Any errors on pay cheques in excess of \$20.00 will be corrected as soon as administratively possible by manual cheque issued directly by the Home.

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

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

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

RTICLE 18 - MEDICAL EXAMINATIONS

18.01 Annual Medical

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

18.02 Sick Leave Certificate

If the employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the employer will pay for the certificate. In the alternative, the employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the employer shall pay for any medical fees charged beyond OHIP in relation thereto.

ARTICLE 19 - COPIES OF THE COLLECTIVE AGREEMENT

19.01 The cost of printing the Collective Agreement shall be shared on an equal (50/50%) basis between the Home and the Union.

ARTICLE 20 - SIGNING OF AGREEMENT

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

ARTICLE 21 - CONTRACTING OUT, WORK OF THE BARGAINING UNIT AND JOB SECURITY

21.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out. Contracting

ut to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

21.02 Notwithstanding the above, the Home may use the services of Agency personnel for a temporary period where there services are required in order to fill a temporary absence created by an emergency, provided the Home contacts three (3) part-time employees in order of seniority on a rotational basis during the day shift only, on the availability list before securing an Agency replacement. The use of Agency personnel shall not be expanded on any shift.

21.03 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.

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

ARTICLE 22 - WORKERS' COMPENSATION

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

- (a) The employee will not be eligible for paid holidays, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- (b) Provided the employee returns to work within twenty-four (24) consecutive months of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

22.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Home will post notice of the vacancy in accordance with the job posting procedure (Article 10) of this Agreement. Where

he anticipated absence is less than four (4) months, the Home may fill the position at its discretion.

22.03 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she had accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Home that the employee has the physical capability to perform her normal job.

22.04 If an employee returns to work within the two (2) year period mentioned in Section 22.03 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of injury. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

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

ARTICLE 23 - HEALTH AND SAFETY

23.01 In view of the Health and Safety Committee involved with the full-time bargaining unit, then any such matters involving a part-time employee shall be handled through that committee. Nothing in this Agreement shall prevent a part-time employee from acting on the Health and Safety Committee.

23.02 The Union agrees to limit representation from the full-time and part-time bargaining units to one joint representative which may be increased by mutual agreement of the parties.

ARTICLE 24 - LETTERS OF REPRIMAND

24.01 Records of disciplinary action will be removed from employees personnel record files after eighteen (18) months from the date of

discipline except in the case of incidents involving third party interface (i.e. residents and families) where the record will remain on file.

ARTICLE 25 - RETROACTIVITY

25.01 Retroactive payments to be made within two (2) full pay periods (bi-weekly) of the award dated October 31, 1995 and applies to wages only based on the hours paid by the Employer employees who have left their employment will be notified by pre-paid post addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days. Payment shall be made on a separate cheque.

ARTICLE 26 - DURATION

26.01 This Agreement, which supersedes any previous agreements, written, express or implied, shall continue in effect until December 31, 1996. Notice of termination or amendment may only be given during a period of ninety (90) days preceding December 31, 1996. If no such notice is given, this Agreement shall carry on from year to year.

Arbitrator M. Teplitsky shall remain seized for all issues for the period of January 1, 1996 to December 31, 1996.

SIGNED AT TORONTO, ONTARIO THIS 2nd DAY OF August 1976.

FOR THE HOME

FOR THE UNION

Attles

P. Turner

Jacky

Sonia Hallow

AT/LL

SCHEDULE "A"

LEISURE WORLD NURSING HOME

(ST. GEORGE AND SANDOWN)

(PART-TIME WAGE SCHEDULE)

	Start	1800 Hours	3600 Hours
Effective January 1, 1995			
R.P.N.	15.13	15.54	15.93
Nurses Aide	12.84	13.24	13.64
Cook II	13.74	14.09	14.45
Basic Aide	12.71	13.11	13.45
Activity Aide	12.84	13.29	13.64
H.C.A./Certified Activity Aide	12.99	13.39	13.79

The above rates reflect the 35 cent per hour pay equity adjustment effective April 1, 1995.

LETTER OF INTENT

BETWEEN

LEISURE WORLD NURSING HOMES LIMITED

AND

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

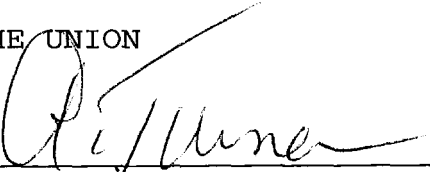
Re: Orientation/Aggressive Patients

These two matters are appropriate subject for
Labour-Management discussions.


DATED this 20 day of August 1996.

FOR THE UNION

FOR THE EMPLOYER









PENSION LETTER OF UNDERSTANDING

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

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

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