

COLLECTIVE AGREEMENT

Between

**EXTENDICARE (CANADA) INC., SUDBURY YORK
(hereinafter called the "Employer")**

-and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL UNION 1182
(hereinafter called the "Union")**

Expires: September 30, 2000

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc...
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn **up** in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:
- (a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
 - (b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that he has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
 - (c) Generally to manage the Home, and without restricting the generality of the foregoing to determine the services to be rendered; the kinds and location of machines, tools, instruments and equipment; the extension, limitation, curtailment or cessation of operations; to select, control and direct the use of all materials required in the operation of

the Home; to schedule the work and services to be provided and performed; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and all matters not specifically dealt with elsewhere in this Agreement;

- (d) the question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

1.02 No Discrimination

The Employer agrees not to interfere with the rights of its employees, and there shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer on the basis of race, creed, age, sex, colour, marital status, Union membership or political affiliation or in accordance with the Human Rights Code.

1.03 Union Responsibility

The Union or Representatives of the Union agrees not to interfere with the rights of the employees of the Employer, and there shall be no discrimination, interference, intimidation, restraint or coercion by the Union. The Union further agrees that membership solicitation and other Union activity not provided for in this Agreement, will not take place during working hours or on the premises of the Employer.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the bargaining agent for all employees at its Home at York Street in Sudbury, Ontario save and except Head Nurses and supervisors, persons above the rank of supervisor, registered nurses, graduate nurses, undergraduate nurses, occupational therapist, physiotherapist, office and clerical staff.

2.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

2.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies, and provided that the performance of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

2.04 No Contracting Out

The Employer will not contract out any work of the bargaining unit to the extent that such contracting out results in the lay-off or reduces the regular hours of work of any regular employee in the bargaining unit.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

3.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and **By-Laws** of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

3.02 Deductions

Deductions shall be made from the payroll **bi-weekly** and shall be forwarded to the Local **Secretary-Treasurer** of the Union by not later than the 15th day of the month following, accompanied by two (2) lists of the names and addresses of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. It is agreed that there will be no monthly maximum or cap in the dues formula.

3.03 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement **is** in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

- (b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of his rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed ten (10) minutes duration.

3.04 Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

3.05 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 4 - CORRESPONDENCE

4.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, **shall** pass to and from the Administrator or his/her designate and the Secretary of the Union with a copy sent to the National Representative of the Union and the Director of Labour Relations of Extencicare or his/her designate. Correspondence may be conducted in either French or English.

4.02 For the purposes of this Agreement, the official contract language shall be the English language.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer, will if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

5.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. No more than two (2) employees from the same classification shall form part of this Committee unless mutually agreed otherwise by the parties.

Any employee who is a representative of the Union on the Bargaining Committee shall have the privilege of attending Committee meetings held within the employee's working hours without loss of remuneration. The privilege applies only when the Committee is engaged in committee work with representatives of the Employer.

5.03 Labour-Management Relations Committee

(a) The parties hereby agree to appoint a joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Home who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee. The committees shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator of the Home previous to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased.

(b) Workload Complaint

1) Either the Union or the Home may submit a complaint in writing relating to workload to the Labour Management Committee. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care.

2) The written workload complaint, to the extent possible, should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the Labour-Management Committee.

- 3) The written workload complaint must constitute an agenda item for discussion at the meeting of the Labour-Management Committee.
- 4) The Home or the Union must respond to the written workload complaint in writing, but this response may be made within two (2) weeks following the meeting of the Labour-Management Committee where the complaint was discussed.
- 5) Both the written complaint and the written response shall be attached to and form part of the minutes of the Labour-Management Committee where the complaint was discussed.

5.04

Health and Safety Committee

- (a) 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.
- (b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

5.05 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises upon request, in order to investigate and assist in the settlement of a grievance and such investigation shall not disrupt the normal operations of the Home.

5.06 Grievance Committee

- (a) The Grievance Committee shall be composed of the President, Chief Steward, and the Steward directly involved with the grievance and/or the National Representative.
- (b) In the event either party wishes to call a meeting of the Grievance Committee, the meeting shall be held at a time and place fixed by mutual agreement and such meeting shall be held not later than five (5) working days after the request in writing has been given.
- (c) No more than two (2) members of the Committee shall meet with the Administrator, unless otherwise mutually agreed to by the Parties.

5.07 No Strikes or Lockouts

The Employer agrees that it will not cause or direct any lockouts of the employees and the Union agrees that there will be no illegal strikes, shut-downs, slow-downs or stoppages of work and if such action should be taken by the employees, the Union shall instruct its employees to return to work and perform their usual duties. Any employee participating in an illegal strike, shut-down, slow-down or stoppage of work will be subject to discipline or dismissal.

5.08 The Employer will endeavour to introduce new policies or amendments to existing policies which will affect employees in the bargaining unit, to the appropriate committee. Failure to so introduce a policy or amendment, shall not be raised as a technical objection in an arbitration hearing.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect five (5) stewards and one (1) of whom shall be the Chief Steward, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting his grievance in accordance with the grievance procedure and such stewards shall have completed his/her probationary period with the Home.

6.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each steward and the Chief Steward, before the Employer shall be required to recognize him. The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this article.

6.03 Permission to Leave Work

The Union understands that each Steward is employed to perform their regular work duties for the Employer. Therefore, no steward shall leave his work without obtaining the permission of his supervisor. The Employer shall notify the steward within one (1) hour of the request as to when she may leave her place of work. The steward shall state her destination to her supervisor and shall report to the supervisor at the time of her return to work. The Employer reserves the right to limit the steward's absence from her work if the time taken is considered excessive or if the steward does not perform his duties under this Agreement in a prompt manner. In return, the Employer will pay stewards for any regular hours of work missed in direct dealings with the Home, but not for arbitration.

6.04 Definition of Grievance

Where a difference arises between the parties hereto or between the employees and the Employer relative to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, the matter shall be adjusted in the following manner:

6.05 Grievance Procedure

Step 1

The employee concerned accompanied by the Steward shall within thirty (30) calendar days of the alleged grievance take the matter up directly with her immediate supervisor, who shall give his/her oral answer to such employee within three (3) working days.

Step 2

Should the employee feel that his/her grievance has not been settled satisfactorily, the Steward shall within five (5) working days of the date of the answer **was** received at Step 1 present the written grievance to the Administrator. Then a Committee comprised of the employee and the Steward shall meet with the Administrator to discuss the matter within five (5) working days after the written presentation has been given to him/her. The Administrator shall answer in writing no later than ten (10) working days after this meeting. At least twenty-four (24) hours prior notice of such meeting shall be given to all concerned.

6.06 Policy Grievance

The Employer or the Union shall have the right to lodge a policy grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure relating to the general interpretation, application or alleged violation of this Agreement and such policy grievance may not be the subject of a grievance which is properly lodged by an employee.

6.07 Group Grievance

When a group of employees have an alleged grievance as set out in 6.04 above, one (1) employee on behalf of the group named therein shall present the group grievance at Step 2 of the Grievance Procedure.

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

6.09 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 7 - ARBITRATION

7.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 6.08 and such notice shall contain the name of the grievor's appointee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their appointee. A third person to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their appointee within five (5) working days or should the appointees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their appointee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

7.02 Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises. The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration.

7.03 It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline as the Arbitration Board deems just and reasonable in all circumstances.

7.04 The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

7.05 The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

7.06 Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 (a) Right to Have Steward Present

When the Employer knows that an employee may be subject to disciplinary action which is to be recorded in the employee's personnel file, the employee shall have the right to the presence of the Union Steward.

(b) Warnings

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring his work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. The copy shall be presented to the employee in the presence of his steward.

8.02 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

8.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 6, Grievance Procedure and Step 1 of the Grievance Procedure shall be omitted in such cases.

8.04 Access to Personal File

Upon giving *two* (2) working days notice, an employee shall have the opportunity to review the contents of her personnel file at a mutually agreeable time in the presence of an Employer representative. The employee will be allowed to make copies of any documents contained therein at their expense. The employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

8.05 Clearing the File

The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. The parties mutually agree that all disciplinary action in regards to resident abuse will remain on file permanently. At the request of an employee, her records of discipline for other than resident abuse will be removed from her file after eighteen (18) months.

ARTICLE 9 - SENIORITY

9.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls when the employee concerned has the required ability, experience and qualifications for the job. Seniority shall operate on a bargaining unit wide basis.

9.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. Employees may challenge their seniority dates for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct. However, an employee who is absent when the list is so posted shall have thirty (30) days from the date of his return to work to challenge the seniority list and if he fails to do so, the seniority list as posted shall be deemed to be correct.

Employees who have transferred from full-time to part-time, or part-time to full-time shall have thirty (30) days from the date of their transfer to

challenge the conversion of seniority established in determining their appropriate full-time or part-time equivalent seniority and if the employee fails to do so, the seniority as determined by the Employer shall be deemed to be correct.

9.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. An employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the date of last hire.

9.04 Loss of Seniority

An employee shall lose his/her seniority and shall be deemed terminated in the event:

1. Voluntarily quits the employ of the Employer;
2. Is discharged for just cause and the discharge is not reversed through the Grievance Procedure;
3. ~~Is~~ absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
4. Failure to notify the Employer of intention to return to work within seven (7) calendar days after being notified of recall, Registered mail sent to the most recent employee's address on the employee's employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of his current address;
5. Utilizes a leave of absence for purposes other than those for which the leave may have been granted;
6. Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
7. ~~Is~~ laid off for a period of more than twenty-four (24) months;

8. An employee is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on WSIB. Prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the Human Rights Code.

9.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent.

- 9.06 If an employee transfers from part-time to full-time, the following method shall be used to calculate his seniority from one group to another for purposes of establishing anniversary date: 1950 hours equals one (1) year.

- 9.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate his seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 1950 hours.

9.08 Nursing Home Transfers

The Employer agrees that employees may be permitted to transfer from one Extendicare Nursing Home to another Extendicare 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, at least thirty (30) days prior to leaving employment at the former home. Such notice shall include the applicants qualifications, present position, scheduling preferences (if any), and when she/he would be available to commence work.
- (b) If an applicant is permitted to transfer from one Extendicare Nursing Home to another as a result of this transfer procedure, she will retain any service that she had previously accrued. The applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will exercise bargaining unit seniority accrued at the new facility for purposes of transfers, promotions, lay-offs and reductions in hours.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 (a) Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, which the Employer requires to be filled, the Employer shall post notice of the position on the main bulletin board for a minimum of one (1) week in order that all members will know about the position and be able to make written application thereto. The Employer shall also forward a copy of such posting to the Secretary of the Union. Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible. The name of the successful applicant shall be posted on the Employer's main bulletin board.

(b) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

- (c) The parties hereby agree to waive the job postings from June 1st through August 15th and December 1st through January 1st yearly. Any anticipated posting shall be posted in advance of June 1st and December 1st.

10.02 Information on Postings

Such posting shall contain the following information: nature of position, shift, wage or salary rate or range and required qualifications.

10.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 10.01.

10.04 Trial Period

The successful applicant shall be placed on trial for a period of three hundred (300) hours, Conditional on satisfactory service, such trial promotion shall become permanent after the period of three hundred (300) hours. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority.

Employees applying for positions must commit to a trial period of not less than two (2) weeks.

ARTICLE 11 - LAY-OFFS AND RECALLS

1 ■01 Lay-Off and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 9 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

Lay-offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

In the event of a proposed lay-off of a permanent or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- (a) provide the Union with at least six (6) weeks notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) provide affected employees with notice in accordance with the Employment Standards Act. However, the Act will be deemed to be amended to provide notice to the affected employee as follows:
 - if his/her service is greater than 9 years - 9 weeks' notice

- if his/her service is greater than 10 years - 10 weeks' notice
 - if his/her service is greater than 11 years - 11 weeks' notice
 - if his/her service is greater than 12 years - 12 weeks' notice
- (c) meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this collective agreement.

11.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in reverse order of 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:
- accept the lay-off or
 - ii) displace an employee who has
 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.

- v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

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Recall Rights

- (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.

The job posting provisions set out in the collective agreement shall apply. Employees with seniority who are laid off will be mailed a copy of job posting to their last known address. When a laid off employee bids for and is successful in obtaining a posted position, she/he shall have no further rights with regard to recall.

- (b) 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.
- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar 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.
- (d) 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.

ARTICLE 12 - HOURS OF WORK

- 12.01 The normal daily hours of work exclusive of a thirty (30) minute meal period, shall be seven and one-half (7½) hours per day.

- 12.02 (a) The provisions contained in Article 12.01 above do not represent a guarantee of daily or weekly hours of work.
- (b) It is recognized that certain employees are presently working short-shift arrangements of less than the daily hours set out in Article 12.01. The practice may continue.

However, the number of employees on such short-shift arrangements which existed on December 24, 1986 may not be increased during the term of this agreement, expiring September 30, 2000, except in cases of emergency, or for the purpose of filling short-term needs of the Home, or by mutual agreement of the Home and the Union.

- 12.03 Consistent with the proper management of the nursing home and provided that the scheduling of days off will not unduly affect the proper operations of the nursing home, the Employer agrees that it will endeavour to schedule days off so that they may be taken consecutively and days off may be rotated so as to affect an equal distribution throughout among the employees. In no instance will an employee be required to work more than seven (7) consecutive days without receiving his/her days off.

Schedules for the two (2) week pay period shall be posted in the department affected at least two (2) weeks in advance of the commencement of the two (2) week schedule period. The two (2) week scheduled period immediately following the posting of the schedule may not be changed, unless mutually agreed between the employee and the Employer, except in the instances of scheduling errors. Employees requesting specific days off must submit their requests in writing to their supervisor at least two (2) weeks in advance of the requested time off.

The Employer agrees to endeavour to arrange shift schedules such that all employees will receive every second weekend off.

- 12.04 All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first half and second half of a shift.

- 12.05 Employees must give the Employer reasonable notice of intention to change a shift and shall name the employee willing to exchange such shift, subject to the approval of the Employer. In any event, it is understood that such change in shift shall not result in any overtime payment.

- 12.06 Employees are to be allowed a minimum of sixteen (16) hours off between the ending of one shift and the commencing of the other. Where the

sixteen (16) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1%).

12.07 The Employer shall determine the shifts to be worked. When two (2) vacancies occur for two (2) different shifts, and where there are two (2) successful applicants, the employee with the most seniority shall be given shift preference.

12.08 Shift Premium

(a) The Employer agrees to pay a shift differential of thirty cents (30¢) per hour to all full-time and part-time employees who work a majority of their shift between the hours of 3:00 p.m. and 7:00 a.m.

(b) The midnight shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 11:00 p.m. and 7:00 a.m. The day shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 7:00 a.m. and 3:00 p.m. The evening shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 3:00 p.m. and 11:00 p.m.

12.09 The Employer agrees that there shall be no split shifts.

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

12.11 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

ARTICLE 13 - OVERTIME

13.01 Authorized work performed in excess of seven and one-half (7½) hours of work per day or seventy-five (75) hours of work in a two (2) week period or authorized work on the employee's scheduled days off will be counted as overtime and will be paid at the rate of time and one-half (1½) the employee's regular hourly earnings. Time necessary to finish assigned work on an irregular basis of not more than fifteen (15) minutes duration shall be deemed a "tag end" and shall not receive any overtime pay.

13.02 Sharing of Overtime

Overtime and call-back time shall be divided equally as reasonably possible among the employees who are available and qualified to perform the work that is available.

13.03 Employees who are available and qualified to perform the work shall not be required to lay-off during regular hours to equalize any overtime worked.

13.04 When an employee is called back to work after leaving the nursing home upon completion of his/her shift, such employee shall be paid at time and one-half (1½) his/her regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay. If an employee is called in immediately prior to the commencement of his/her regular shift, he/she shall be paid at overtime rate time and one-half (1½) for the actual hours worked until the commencement of the shift.

13.05 Reporting Payment

An employee who reports to work as scheduled or is called into work on his/her assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of three (3) hours pay at his/her regular straight time hourly rate. The Employer may elect to assign the employee to any other work in the nursing home which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the nursing home or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.

13.06 Call In

(This Article applies to both full-time and part-time employees)

- a) Call In shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.
- b) Where call in is requested within one-half (½) 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 from the normal commencement of the shift provided that the employee works the remainder of the shift.

ARTICLE 14 - HOLIDAYS

14.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Dominion Day
Queen's Birthday	Thanksgiving Day
Civic Holiday (August)	Easter Monday
Boxing Day	Labour Day
Good Friday	Christmas Day

One floating holiday to be taken on a day mutually agreed upon between the Employer and the employee.

14.02 Holidays Falling on Weekend

The above named holidays will be celebrated on the day on which they fall regardless of any Federal, Provincial or Municipal proclamation or legislation to the contrary.

14.03 Holidays on Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay within ~~sixty~~ (60) days after the holiday except at Christmas and New Years at a time mutually agreed upon between the employee and the Employer.

14.04 Christmas or New Year's Off

(applies to both full-time and part-time employees).

The Employer shall endeavour to provide at least five (5) consecutive calendar days off but no less than three (3) consecutive calendar days off at either Christmas or New Year's alternately, unless otherwise arranged in accordance with Article 12.05. It is understood that the normal scheduling provisions shall be waived and that the Employer will not grant leaves of absence, except in cases of emergency, during the period December 15th through January 15th, inclusive.

14.05 Holiday Pay Qualifications

In order to qualify for holiday pay, the employee must work his regular scheduled shift immediately preceding and immediately following the holiday. An employee scheduled to work on any of the qualifying days or

holidays and who does not report for work without a valid reason, shall forfeit his/her holiday pay.

14.06 Payment for Holidays

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day *off* (lieu day) to be taken within sixty (60) days after the holiday except at Christmas and New Years. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

14.07 Where an employee is not entitled to holiday pay by virtue of Article 14.05 but that employee is required to work on that day, the employee will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on that day.

14.08 An employee who qualifies for holiday pay will be eligible for one (1) day holiday pay during any one (1) period of illness.

ARTICLE 15 - VACATIONS

15.01 _____

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Effective during the 1999 vacation year employees with the required service will be eligible for vacation entitlement as follows:

Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of service	10 working days at 4% of total earnings
Two (2) years of service	15 working days at 6% of total earnings
Eight (8) years of service	20 working days at 8% of total earnings

Fifteen (15) years of service 25 working days at 10% of total earnings

Twenty-five (25) years of service 30 working days at 12% of total earnings

15.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation with pay for each holiday, in addition to his regular vacation time.

15.03 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

15.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority.

15.05 Vacation Schedules

Vacation schedules shall be posted by June 15th each year and shall not be changed unless mutually agreed to by the employee and the Employer.

15.06 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled. Employees absent from work because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, shall be covered by these sick leave provisions.

16.02 No paid leave for sickness will be allowed to employees during the first three (3) months of their employment. Thereafter, the employees shall be credited with four and one-half (4½) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1½) days of sick leave for each month of service. The maximum accumulation shall be one hundred and fifteen (115) days.

16.03 Proof of Illness

An employee shall be entitled to sick leave pay for those days the employee was scheduled to work, but did not work because the employee was ill, provided that upon return to work after illness, the employee shall complete the sick leave certificate as required. An employee may be required to produce a certificate from a doctor for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his/her duties due to illness. The Employer shall have the right to require an employee to produce a doctor certificate for a period of less than three (3) days' absence due to illness if an employee's record indicates a pattern of intermittent absenteeism.

16.04 Medical Certificate

If the Employer requires a sick leave certificate and the Doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.

16.05 Employees being off work on illness leave will report to their Department Heads by no later than 15:30 of the day previous to the day which they intend to return back to work; otherwise they will not be guaranteed work or pay should they return to work without notice as herein provided.

16.06 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration leave of absence, etc. he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the commencement of such leave or lay-off.

16.07 a) Retroactive to the date any contributions to a retirement plan commences, employees shall have all prior accumulated sick leave credits frozen at the levels accumulated at that date. Such frozen sick leave credit banks may be reduced accordingly by utilization for non-compensable disabilities and illnesses. Payments for illness or

disability shall be based upon the employee's wage rate in effect at the time the retirement plan first commenced.

- b) For full-time bargaining unit employees with more than five (5) years of service on the date the retirement plan first commenced, upon termination or retirement or death of the employee, fifty percent (50%) of the remaining unused portion of the frozen sick leave bank shall be paid to the employee or in the event of death to the employee's estate. Payment shall be calculated at the employee's wage rate in effect at the time the retirement plan first commenced.
- c) All sick leave credits accumulated on or after the date the retirement plan first commenced shall no longer be eligible for cash-out payments upon termination or retirement or death of the employee.
- d) It is agreed that should a full-time employee apply and become the successful applicant of a part-time position, all of his/her accrued sick leave shall be frozen while he/she is in the part-time position. Should the employee who is transferred from full-time to part-time be terminated, retire or die, payment shall be made for any unused portion of sick leave as per Article 16.06 (b). Should the employee return to a full-time position, he/she will be credited with all the unused portion of sick leave in his/her bank as per Article 16.06 (a).

16.08 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Immediately after the **close** of each calendar year, employees may review the records of the Employer and verify that the accumulated sick leave is correct. An employee is to be advised, on application, of the amount of sick leave accrued to his credit.

16.09 An employee who will be absent due to personal illness will endeavour to notify the Employer at least four **(4)** hours prior to the commencement of the shift. Failure to give such notice may result in loss of sick leave benefits.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to attend grievance meetings.

17.02 Leave For Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay and benefits.

17.03 Bereavement Leave

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.

Upon the death of an employee's mother, father, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending on the day of the funeral or equivalent service.

It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service, 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 or equivalent service is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.

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

An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which he/she is receiving payments for holiday pay or vacation pay.

NOTE: It is understood that if an employee is on sick leave and qualifies for paid bereavement leave, the bereavement leave will not be charged against her /his sick leave bank.

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

17.04 Pregnancy and Parental Leave

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

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

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

Additional leave of absence may be taken under 17.04 (h) Parental Leave.

- (b) An employee who is on pregnancy leave is provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15)

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 employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that 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 the plan.

- (c) An employee who does not apply for leave of absence under 17.04 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 17.04 (a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 17.04 (d).
- (f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

- (g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the employer at least two **(2)** weeks' notice, in writing, that she intends to take parental leave.
- (i) Parental Leave
 - (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
 - (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
 - (iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (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.
 - (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four **(4)** 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 the day.
 - (v) For the purposes of Parental Leave the provisions under 17.04 (a), (d), (e), (f), (g) and (h) shall also apply.

17.05 Education Leave

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) month's notice in writing unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants when applying must indicate the date of departure and specific date of return.

17.06 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave and such request shall be in writing and approved by the Employer.

All accumulated paid holidays and vacation time must be used before a general leave of absence will be granted. Employees will not be granted general leaves in order to receive extended vacation time or for the purpose of extra vacation. Such leave shall not be unreasonably withheld.

17.07 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or witness in any Court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

18.01 Pay Days

On a trial basis for the remainder of this Collective Agreement, direct deposit. There will be a nine (9) calendar day hold back. The pay day shall remain on Thursday. Hold back to be changed at the same time as the

employees are paid their retro if the employees have completed and returned all direct deposit enrolment forms fourteen (14) days in advance of the pay period on which the retro is to be paid.

18.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

18.03 Pay During Temporary Transfers

When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position at a flat rate of pay, he shall receive the rate for the job. When an employee is temporarily assigned to a posting paying a lower rate, his rate shall not be reduced.

18.04 Vacation Pay

An employee may, upon giving at least two (2) weeks' written notice, receive on the last scheduled day preceding commencement of his annual vacation, any cheques which may fall due during the period of his vacation, provided the employee works his regularly scheduled hours during that portion of the pay period immediately preceding his vacation.

18.05 When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within three (3) calendar weeks following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer as mutually agreed by the parties or awarded by a Board of Arbitration shall be retroactive to the date that the Union raised the issue with the Employer.

ARTICLE 19 - EMPLOYEE BENEFITS

19.01 Insurance

In accordance with the terms and conditions of the Crown Life Group Insurance Plan, the Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee in the Crown Life Group Insurance Plan, and that the life insurance coverage for each employee will be at two (2) times the employee's annual salary.

19.02 Supplementation of the Workplace Safety and Insurance Board

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Act, shall receive on request by the employee, the difference between the amount payable by the WSIB and his regular salary and such payments shall be deducted from the employee's sick leave credits. If the employee has no sick leave credits, no payment is required under this section. The Employer will provide all transportation to and from the Hospital for all employees who require hospitalization or medical treatment as a result of an accident occurring on the premises of the Employer.

19.03 Leislation

If the premiums paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wage or salary rates.

19.04 Dental Plan

The Employer agrees to pay fifty percent (50%) of the billed premiums for Blue Cross Dental Plan #9 or its equivalent at current ODA rates, as adjusted from time to time, conditional on the parties being able to meet the insurer's enrolment requirements, if any. It is understood that the balance of the premium costs for the Blue Cross Dental Plan #9 or its equivalent will be paid by the employee through payroll deductions.

19.05 The Employer will provide a Vision Care Plan allowing for benefits in the amount of one hundred dollars (\$100.00) every twenty-four (24) months paid for by the Employer.

The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

19.06 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employee's continue to pay their portion, as follows:

- (i) while on paid leave of absence
- (ii) while on pregnancy and parental leave as required by the Employment Standards Act
- (iii) while receiving WSI for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.
- (iv) while absent due to illness for up to a maximum of six (6) months
- (v) while on lay-off, for the month in which the lay-off occurs.

19.07 It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP), provided the benefits conferred thereby in total are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

19.08 Uniform Allowance

Full-time bargaining unit employees shall receive a uniform allowance of \$8.50 per month towards the purchase of uniforms as designated by the Employer.

Payment for uniform allowance shall be made twice per calendar year in January and July for the six (6) month periods coinciding with the pay periods ending around December 31st and June 30th.

19.09 Pension Plan

- (a) Commencing May 19, 1989 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to two percent (2%) of applicable wages to the Nursing Homes and Related Industries Pension Plan being a multi-employer pension plan (the "Plan"). The Employer shall match such contributions, the amount being two percent (2%) of applicable wages.

- (b) Commencing December 29, 1989 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- (c) The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- (d) Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred and seventy five (975) hours of service.
- (e) The Employer and the Employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.
- (f) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.
- (g) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonable require in order to properly record and process pension contributions and pension benefits.

ARTICLE 20 - GENERAL CONDITIONS

20.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

Material other than the above must be approved and initialled by the Administrator.

20.02 Overtime Meal Allowance

Employees required to work more than two (2) hours overtime consecutive with a shift shall be provided with a meal by the Employer.

20.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. It is agreed that the Employer will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The cost of printing shall be shared equally by the Union and the Employer.

20.04 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

20.05 Payment for In-service

The Employer agrees to pay employees ~~who~~ are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

20.06 Payroll Errors

If the Employer makes a payroll error such that an employee covered by this Agreement has not received wages earned in any biweekly pay period amounting to 5.5 hours or more at his/her regular rate of pay, the error will be adjusted within three (3) payroll department business days from the date that the department head was advised of the error. Errors less than this amount will be corrected on the employee's next regular pay.

If the Employer makes an error in an employee's favour of a day's pay for that employee or less the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, at the request of the employee, the Employer will be reimbursed over the following two or three pay periods as agreed upon between the parties.

ARTICLE 21 - REGULAR PART-TIME EMPLOYEES CLAUSES

21.01 The following clauses shall apply to employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period:

(a) Seniority List

A seniority list for part-time employees shall be posted in January and July of each year. This list shall show the employee's seniority in terms of total number of hours worked. During the first thirty (30) calendar days of the posting, the employees shall have an opportunity of questioning their own individual seniority standing, and after this time, the seniority list as posted or amended as the case may be, shall not be open to question by the employees or the Union. A copy of such list shall be forwarded to the Union. The seniority of each part-time employee shall be shown in terms of the total number of hours worked by that employee.

Employees who have transferred from full-time to part-time, or part-time to full-time shall have thirty (30) days from the date of their transfer to challenge the conversion of seniority established in determining their appropriate full-time or part-time equivalent seniority and if the employee fails to do so, the seniority as determined by the Employer shall be deemed to be correct.

(b) Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Dominion Day
Queen's Birthday	Thanksgiving Day
Civic Holiday (August)	Easter Monday
Boxing Day	Labour Day
Good Friday	Christmas Day

One floating holiday to be taken on a day mutually agreed upon between the Employer and the employee.

The employee shall receive pay for the above noted holidays based on their average regular hours of work, whether they work or not, provided:

- (a) The employee has earned wages for at least eight (8) working days prior to the thirty (30) calendar days immediately preceding the holiday; and
- (b) The employee works on his regular day of work preceding and following the holiday.

An employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day. In addition, employees who qualify for holiday pay under this section will receive pay for the holiday at the employee's regular hourly rate. An employee scheduled to work on one of the above mentioned holidays and who does not report for work without a valid reason, shall forfeit her holiday pay.

(c) Vacations

Part-time employees shall receive vacations with pay on the same basis as full-time employees, as referred to in clause 15.01. For the purposes of this clause, 1680 paid hours shall equal one (1) year of service.

Part-time employees shall schedule vacation in seven (7) consecutive calendar **days** which shall be interpreted as five (5) working days and two (2) days off.

(d) Health an_____

Employees shall receive 11% of their regular rate of pay per hour worked above their regular rates of pay as set out in Schedule "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

- (e) The following articles of this Agreement do not apply to employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period:

Article 9.02
 Article 12.01, 12.02, 12.03
 Article 13
 Article 14.01, 14.03, 14.05, 14.06, 14.07
 Article 15.02, 15.03, 15.04, 15.05, 15.06
 Article 16
 Article 19.01 through 19.08

(9) Hours of Work and Overtime

The normal daily hours of work exclusive of a thirty (30) minute meal period shall be seven and one-half (7½) hours per day. The provisions contained herein do not represent a guarantee of daily or weekly hours of work.

Overtime

Overtime at time and one-half (1½) the employee's regular rate of pay shall be paid for all authorized hours worked in excess of seven and one-half (7½) hours in any one day or seventy-five (75) hours of work in the two (2) week pay period.

Reporting Payment

An employee who reports to work as scheduled or is called into work on his/her assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of three (3) hours pay at his/her regular straight time hourly rate. The Employer may elect to assign the employee to any other work in the nursing home which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the nursing home or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.

(g) Progression

Employees will progress from the start rate to the one year rate and so on, on the basis of 1680 paid hours.

Hours worked and paid for, hours not worked and paid for by the Employer, and hours not worked and paid under the Workplace Safety and Insurance Act shall be considered as hours paid for the purpose of advancement on the wage grid.

ARTICLE 22 - TERM OF AGREEMENT

22.01 Effective Date

The term of this Agreement shall be from October 1, 1998 to September 30, 2000, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

22.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

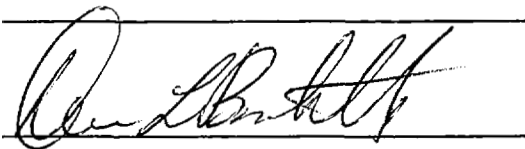
22.03 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

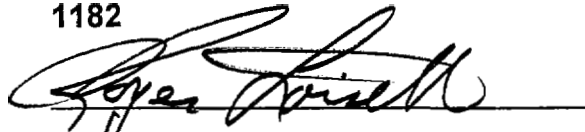
SIGNED ON THE 1st DAY OF June, 2000.

FOR EXTENDICARE/SUDBURY YORK



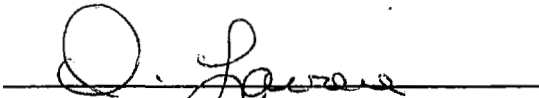


FOR C.U.P.E. AND ITS LOCAL UNION
1182











SCHEDULE "A"

CLASSIFICATION	STEP	* EFFECTIVE OCT. 1, 1998	* EFFECTIVE JUNE 1999	* EFFECTIVE OCT. 1, 1999
Housekeeping, Laundry & Dietary Aides	Probation	13.010	13.455	13.585
	Start	13.210	13.655	13.785
	1 Year	13.570	14.015	14.155
	2 Years	13.920	14.365	14.505
Janitor	Probation	13.010	13.455	13.585
	Start	13.210	13.655	13.785
	1 Year	13.570	14.015	14.155
	2 Years	13.920	14.365	14.505
Handyman	Probation	13.160	13.605	13.735
	Start	13.360	13.805	13.935
	1 Year	13.730	14.175	14.315
	2 Years	14.070	14.515	14.655
Nurse Aide Activity Aide	Probation	13.170	13.615	13.745
	Start	13.370	13.815	13.945
	1 Year	13.710	14.155	14.295
	2 Years	14.070	14.515	14.655
Health Care Aide & Certified Activity Aide	Probation	13.320	13.765	13.905
	Start	13.520	13.965	14.105
	1 Year	13.930	14.375	14.515
	2 Years	14.280	14.725	14.865
Cook II	Probation	13.800	14.245	14.385
	Start	14.000	14.445	14.585
	1 Year	14.610	15.055	15.205
	2 Years	14.980	15.425	15.575
Cook I	Probation	14.860	15.305	15.455
	Start	15.060	15.505	15.655
	1 Year	15.190	15.635	15.785
	2 Years	15.510	15.955	16.115
Maintenance	Probation	14.860	15.305	15.455
	Start	15.060	15.505	15.655
	1 Year	15.190	15.635	15.785
	2 Years	15.510	15.955	16.115
R.P.N.	Probation	15.340	15.785	15.945
	Start	15.540	15.985	16.145
	1 Year	15.910	16.355	16.515
	2 Years	16.300	16.745	16.905

SCHEDULE "A" (Cont'd)

NOTES

* Pay Equity Adjustment of \$0.795 per hour has been incorporated into the hourly rates.

- (i) General Aides (Dietary) will receive sixty-five cents (65¢) over and above their regular rate for all hours worked as Second Cook.
- (ii) RPN's will receive twenty-five cents (25¢) over and above their regular rate for all hours worked as a charge RPN.

Employees who work as "Activity Aides" and who hold a Health Care Aide Certificate or Recreation Certificate or equivalent certification as determined by the Employer, shall receive the Health Care Aide rate of pay.

Retroactive payment is to be made within thirty (30) days from the date the Employer receives written notice of ratification and applies to wages only based on 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.

All other matters effective the date of written notice of ratification or an arbitration award, unless otherwise specified herein.


LETTER OF UNDERSTANDING
BETWEEN
EXTENDICARE (CANADA) INC., SUDBURY YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182

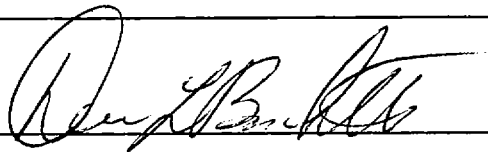
RE: LABOUR MANAGEMENT MEETINGS

Employees who attend Labour Management Meetings as defined under Article 5.03 shall be paid at their regular rate of pay for time spent at such meetings to a maximum payment of one (1) hour. It is understood that such hours would not constitute hours worked for the purpose of calculating overtime.

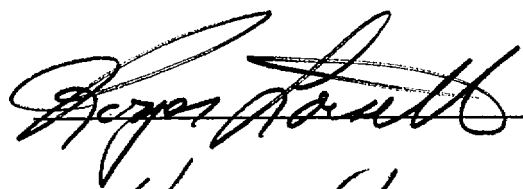
DATED this 1st day of June, 2000.


FOR EXTENDICARE/SUDBURY YORK

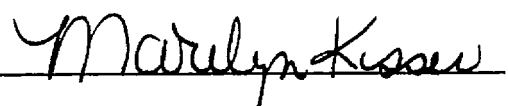


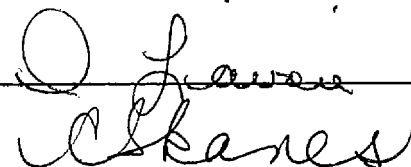


**FOR C.U.P.E. AND ITS LOCAL UNION
1182**









LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., SUDBURY YORK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182


RE: PART-TIME EMPLOYEES -WEEKEND OFF

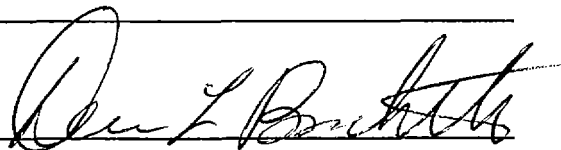
The Employer agrees to endeavour to arrange shift schedules such that part-time employees will receive one (1) weekend off in three (3). This provision shall not apply in the event the employee and the Employer mutually agree to some other arrangement.

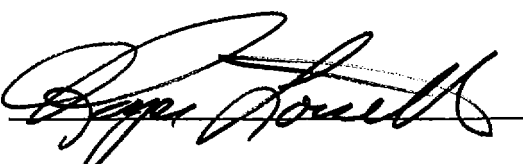
DATED this 1st day of June, 2000.


FOR EXTENDICARE/SUDBURY YORK

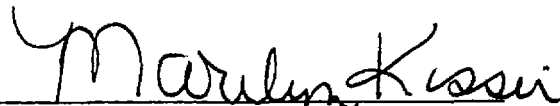
FOR C.U.P.E. AND ITS LOCAL UNION
1182

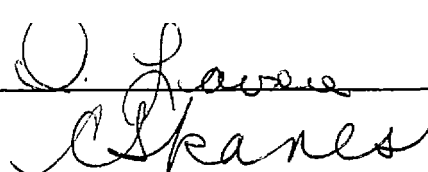












LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., SUDBURY YORK

AND

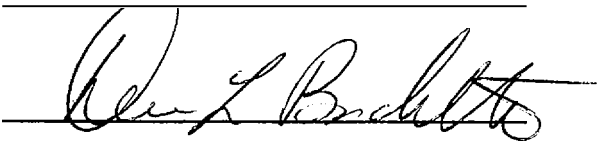
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182

RE: ORIENTATION AND AGGRESSIVE RESIDENTS

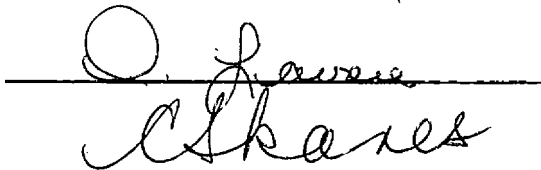
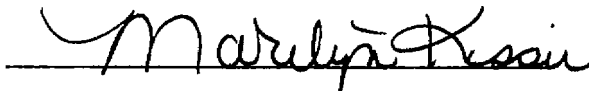
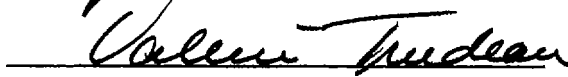
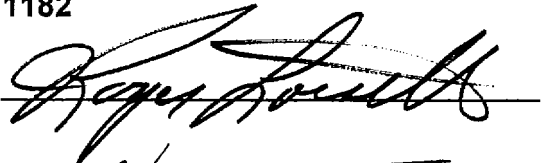
The subjects of orientation and aggressive residents are appropriate matters for discussion at labour/management meetings. This letter shall not form part of the Collective Agreement.

DATED this 1st day of June, 2000.

FOR EXTENDICARE/SUDBURY YORK



FOR C.U.P.E. AND ITS LOCAL UNION
1182



LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., SUDBURY YORK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182


RE: MISCELLANEOUS - ALLOCATION OF CALL-IN HOURS BY SENIORITY

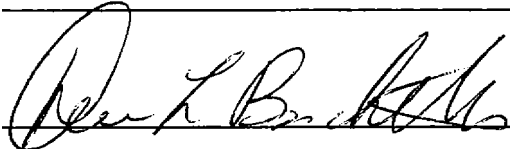
The matter of allocation of call-in hours is appropriate for labour/management discussions. This letter shall not form part of the Collective Agreement.

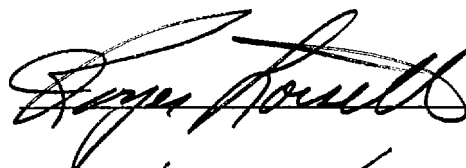
DATED this 7th day of June, 2000.


FOR EXTENDICARE/SUDBURY YORK

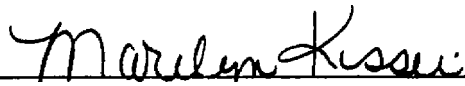
FOR C.U.P.E. AND ITS LOCAL UNION
1182

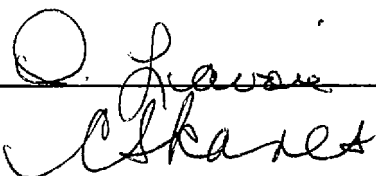












LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., SUDBURY YORK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182

RE: PART-TIME EMPLOYEES LEAVE FOR UNION FUNCTION

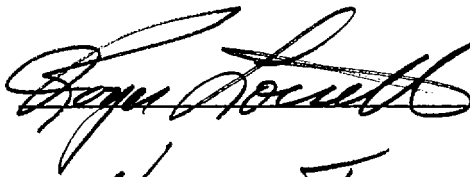
In calculating payment for part-time employees under Article 17.02, payment shall include the percentage in lieu of benefits as defined under Article 21.01 E, Health and Welfare - Fringe Benefits.

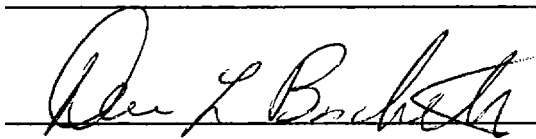
DATED this 7th day of June, 2000.

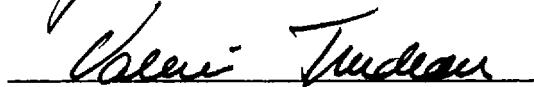
FOR EXTENDICARE/SUDBURY YORK

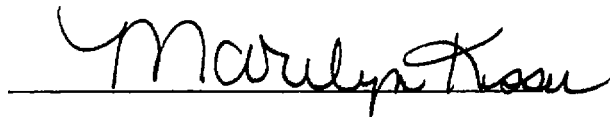
FOR C.U.P.E. AND ITS LOCAL UNION
1182

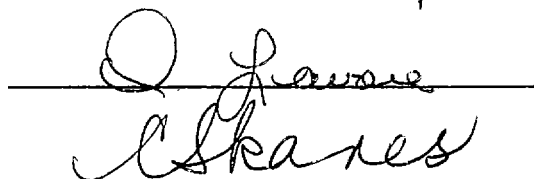












LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., SUDBURY YORK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182

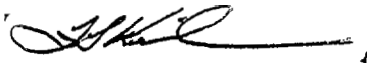
RE: TECHNOLOGICAL CHANGE

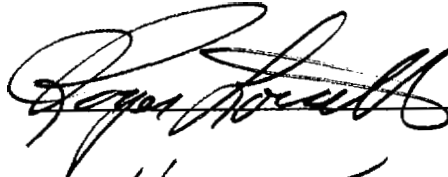
The Employer undertakes to notify the Union, in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which would significantly change the status of any employee in the Bargaining Unit.

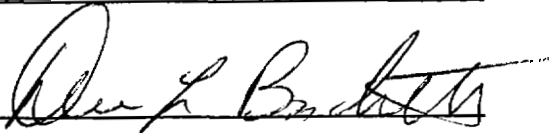
DATED this 7th day of June, 2000.

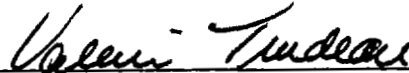
FOR EXTENDICARE/SUDBURY YORK

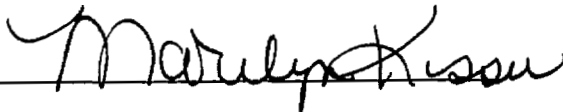
FOR C.U.P.E. AND ITS LOCAL UNION
1182

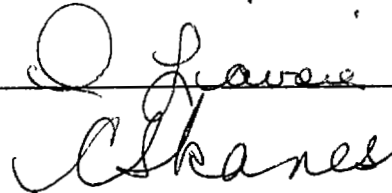












LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., SUDBURY YORK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182


RE: SENIORITY

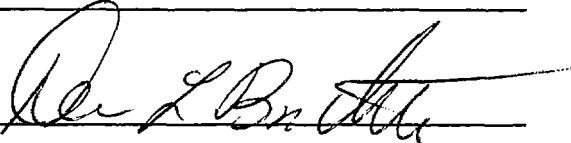
In the event two (2) or more employees started on the same date, although their seniority date first established will be the same date, the more senior employee(s) shall be determined by examination of their most recent employment application form. The employee(s) whose application the Employer has determined was received first shall be deemed the more senior employee(s). In the event the Employer is still unable to determine the more senior employee(s), the matter shall be resolved by any other means mutually agreed to between the Union and the Employer. This letter shall not form part of the Collective Agreement.

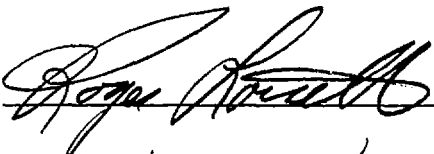
DATED this 1st day of June, 2000.


FOR EXTENDICARE/SUDBURY YORK

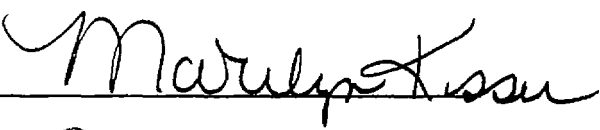
FOR C.U.P.E. AND ITS LOCAL UNION
1182

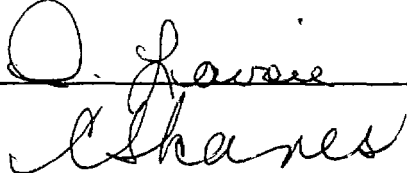












LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., SUDBURY YORK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182

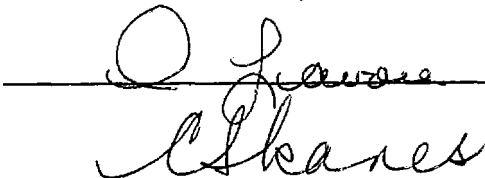
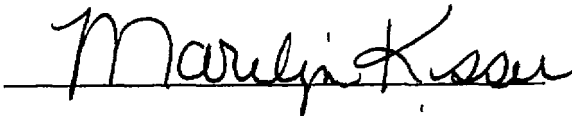
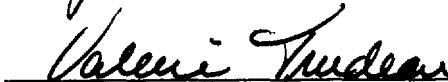
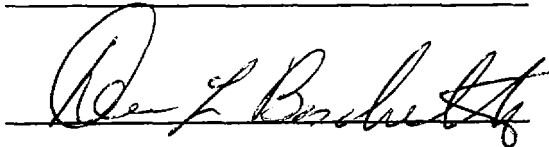
RE: INTERIM MEETINGS

On a trial basis, upon request by the Local or the Employer, the parties agree that representatives of each (which shall include the Director of Labour Relations or her designate and the Local's Representative of the Union) will meet during the term of the Collective Agreement to discuss problems arising from the administration of the Collective Agreement and to discuss any other problems which may further assist in improvement of Management-Union relations. Article 5.02 of the Collective Agreement shall apply.

DATED this 1st day of June, 2000.

FOR EXTENDICARE/SUDBURY YORK

FOR C.U.P.E. AND ITS LOCAL UNION
1182



LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., SUDBURY YORK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182

RE: PART-TIME PAID HOLIDAYS

Effective on the date of ratification, the formula to be used to calculate payment for part-time paid holidays in Article 21.01 (b) will be as follows:

$$\frac{\text{Total hours worked in the past 4 weeks} \times 7.5}{150}$$

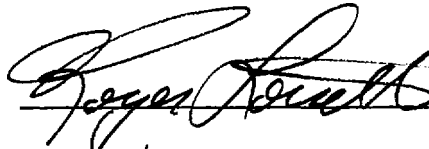
All related grievances will be withdrawn.

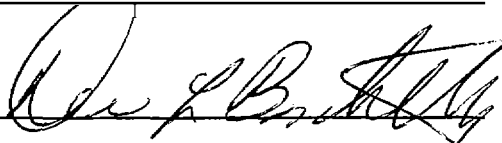
DATED this 1th day of June, 2000.

FOR EXTENDICARE/SUDBURY YORK

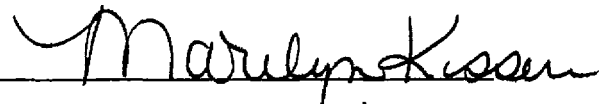
FOR C.U.P.E. AND ITS LOCAL UNION
1182

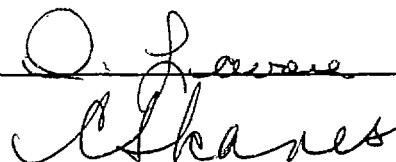












**LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES
AND
EXTENDICARE HEALTH SERVICES INC.**

It is understood and agreed that the Employer will have no responsibility for managing the Nursing Homes and Related Industries Multi-Employer Pension Plan (hereinafter called the **Plan**), and the Employers' financial obligation is limited to making contributions and deductions in accordance with the Collective Agreement and forwarding these to the Plan. The Employer shall provide the Plan Administrator with all information required pursuant to the Pension Benefits Act, 1987, on a timely basis, in line with point 5 below.

The conditions precedent to the Employer agreeing to participate in the Plan are as follows:

1. The **Union** will not propose any change in the Employers' or Employees' contribution earlier than December 31, 1995.
2. The Union and the Employer understand 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 then in force between the parties.
3. It is understood and agreed by the Parties that should the current Pension legislation and/or regulations be changed to the extent 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 obligation exceeds that which the Employers would have if the Plan were a defined contribution plan.
4. The **Union** agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employers, for and on behalf of their employees, to the Plan will be invested in accordance with the applicable legislations.

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

5. The information pursuant to .07 of the collective agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

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

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

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

A. To be provided once only at Plan commencement and for new enrolments:

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

B. To be provided with each remittance:

Name
Social Insurance Number
Monthly Remittance

C. To be provided once, and if status changes

Address as provided to the Home

Termination Date when applicable

D. To be provided once if they are readily available

Gender

Marital Status

DATED at Tacoma, this 30 day of February, 1992.

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]

FOR THE UNION:

Dennis L. Baird
Jim Woodward
Roger Rowlett