

go- 62	59
88-	74
88A-77	59
92- 26	27
103- 48	59
106- 50	
117- 39	69
124- 42	44
135- 44	47
150- 39	23
196- 56	
197- 42	50
200- 41	27
206- 38	35
231- 53	60
<u>734</u>	<u>747</u>

Unit Numbers:

80, 88, 88A, 92, 103,
106, 117, 124, 135, 150,
196, 197, 200, 206, 231

COLLECTIVE AGREEMENT

BETWEEN

LEISUREWORLD INC.

RECEIVED
MAY 01 2006

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N**

**SERVICE UNIT FULL-TIME
AND PART-TIME**

EXPIRY: APRIL 30, 2007

12733(03)

Table of Contents

<u>Article</u>		<u>Page</u>
1	Purpose	1
2	Recognition	1
3	Management Rights	1
4	Definitions	2
5	Union Security	2
6	Strikes and Lockouts	4
7	Union Representation and Committees	4
8	Grievance Procedure	5
9	Seniority	10
10	Job Security	12
11	Job Posting	15
12	No Contracting Out	18
13	Work of the Bargaining Unit	18
14	Printing	19
15	Leaves of Absence	19
16	Hours of Work	26
17	Premium Payments	29
18	Uniform Allowance	32
19	Health & Safety	32
20	Paid Holidays	35
21	Vacations	40
22	Health and Welfare Benefits	45
23	Injury and Disability	53
24	Sick Leave	55
25	Compensation	58
26	Bulletin Boards	59
27	Pay Days	60
28	Interpretation	60
29	Personal Files	60
30	Paid Education Fund	61
31	Term	61
32	Signing of Agreement	61
33	Part-Time Addendum	62
	Addendum to the Collective Agreement	63
	Appendix "A" – Wage Schedule Toronto	75
	Appendix "B" – Wage Schedule Brantford	77
	Appendix "C" – Wage Schedule North Bay	79
	Pay Equity Agreement	81
	Letter of Understanding re O'Connor Nursing Homes	83
	Appendix "D" – existing North Bay Employees	84

Article**Page**

Appendix "E" – existing Toronto & Brantford Part-time Employees	90
Letter of Understanding re RPN Candidates	93
Central Letters of Understanding	94
Letter of Understanding re Existing Cashout Rules For Employees on Staff at or Before May 31, 2004	97
Letter of Understanding re Local 204 Jurisdiction	98
Letter of Understanding re Parking- Etobicoke	100

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for **all** employees within the bargaining unit.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent of all of its employees in the Local 204 jurisdiction as it existed prior to the formation of Local 1. on (see attached Letter of Understanding) save and except physiotherapist, occupational therapist, supervisor, persons above the rank of supervisor, *office* staff persons, persons employed for less than 24 hours per week and students employed during the school vacation year.

Employees excluded from this recognition clause are the service workers at Leisureworld Creedan Valley, Muskoka, and Barrie.

- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.04 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Home, and without limiting the generality of the foregoing, it is the exclusive function of the Home:
- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home;
 - (b) to maintain order, discipline and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Home reserves

the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the Local Union. The Home agrees to consider any representation made by the Union on a province-wide basis concerning any change in rules or introduction of new rules;

- (c) to hire, transfer, lay off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

ARTICLE 4 - DEFINITIONS

4.01 (a) Full-time Employee

A full-time employee shall be deemed to be an employee who is regularly scheduled to work more than 24 hours per week.

(b) Part-time Employee

A part-time employee shall be deemed to be an employee who is regularly scheduled to work 24 hours or less per week.

4.02 The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Appendix "A", "B", and "C".

ARTICLE 5 - UNION SECURITY

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

5.02 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be

subject to regular monthly Union dues to be deducted from their wages and remitted to the Union.

- (b) The Employer shall, when remitting such dues, name the employees and provide employee numbers from whose pay deductions have been made.
- (c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

If the nursing home agrees to provide the union with information in an 'electronic format, the parties will meet to discuss the format in which the information will be set out. The parties will endeavour to communicate on this issue so that implementation is not impeded.

The nursing home agrees to provide the Union with employee addresses on the first dues deduction and on an annual basis.

- 5.03 (a) Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last day of the same month in which the deductions are made, where practicable.
- (b) Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.

5.04 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.

5.05 It is mutually agreed that arrangements will be made for a Union Steward to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

5.06 **Employment of Disabled Workers**

The Union and the Employer acknowledge their obligations to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The Home will not cause or direct any lockout of its employees and the Union will not cause or direct any strikes.
- 6.02 The definition of the terms "lockout" and "strike" as used in sections 6.01 above, shall be in accordance with the Labour Relations Act.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

- 7.01 (a) The Union shall have the right to appoint or otherwise select up to four (4) employees to act as stewards and to represent other employees in negotiations and to assist other employees in the presentation of any grievances they may have, if such assistance is requested. The Home shall not be required to meet with more than two (2) stewards at any one time, plus any full-time Union representatives.
- (b) The Union will keep the Home advised of the names of employees who act as Union representatives in any capacity.
- 7.02 No employee shall act in the capacity referred to in 7.01 above until after he had completed the probationary period with the Employer.
- 7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible all activities of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiation of the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.

7.04 Labour Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are

properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and work load issues.

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

It is understood that where full and part-time agreements are separate, there shall be one (1) committee only.

7.05 C.M.I. Results

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the union as soon as practical after the receipt of their annual CMI results. The employer agrees to provide the Union Representatives with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI results for the facility.

The purpose of this meeting is to discuss the impact of the CMI changes on the staffing levels of the facility, and quality care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Complaints and Grievances

- (a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.
- (b) All complaints and grievances shall be taken up in the following manner.

Step 1

An employee having a question or complaint shall refer it to his immediate supervisor within ten (10) working days of the actual occurrence leading to the

question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from the date of the submission.

Step 2

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

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

- 8.02 (a) The Home shall not be required to consider any grievance, the alleged circumstances of which occurred more than one (1) week before being taken up at Step 1. With grievances concerning pay, any action shall be taken as soon as reasonably possible following receipt of the pay cheque.
- (b) If the Union or any of its representatives fails to observe any of the time limits set out under this grievance procedure, the grievance shall be considered as dropped. If the Home fails to observe the time limits the grievance will be advanced to the next step or to arbitration, whichever is applicable.
- 8.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 8.04 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of the Union Steward or Union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.
- 8.05 **Discharge Grievance**

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

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

8.06 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step Number 2 of the grievance procedure, by forwarding a written statement of said grievance to the SEIU Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the SEIU Union Representative shall give his decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number 2 of the grievance procedure.

8.07 Union Policy Grievance

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

8.08 Group Grievance

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

8.09 Grievance Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.

- (b) Grievance Mediation will commence within twenty-one **(21)** days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

8.10 Arbitration Process

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two **(2)** so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration.

The said two (2) nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chairman within the said period of ten (10) days, to discuss the grievance submitted to them with a view to mutual

settlement.

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half ($\frac{1}{2}$) of the expenses and fees of the Chairman.
- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- (f) All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Nursing Home.

8.11 Sole Arbitrator

In the event that one party wishes to submit a grievance to Arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3)

alternative choices as to a Sole Arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a Sole Arbitrator. If the parties can agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter shall be determined by a Sole Arbitrator and failing such agreement the regular Arbitration procedure shall apply.

ARTICLE 9 – SENIORITY

9.01 Effect of Absence

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

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

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workers' Safety Insurance Board if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Workers' Safety Insurance Board shall continue for up to twenty-four **(24)** months following the date of the injury.

- 9.02 Newly hired regular full-time employees shall be considered on a probationary basis for a period of forty-five **(45)** days worked or three hundred and thirty-seven and one-half (337.5) hours worked from the date of hire.

Notwithstanding any other provision of this collective bargaining agreement, it is mutually understood and agreed that the termination of an employee during the probationary period will not be a matter to which the Grievance Procedure has any application.

- 9.03 In cases of promotions, demotions or transfers within the various job classifications, the following factors will be considered:

- (a) Seniority
- (b) Skill and ability

Where the last two factors are relatively equal between employees having the necessary qualifications and ability, seniority will govern.

- 9.04 Seniority of employees shall be recognized within their respective job classifications. A seniority list showing the names and seniority dates (based on last hiring date) of employees will be prepared by the Home. This list will be revised semi-annually and copies will be provided to the Union Office and Chief Steward after original presentation and after each revision. A copy of each seniority list will be sent to the Union office. Seniority lists shall include the employee's department and shall be prepared alphabetically and forwarded to the Union office each January and July.

9.05 Loss of Seniority

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

- (a) Voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than thirty six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future: or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than thirty six (36) months by reason of lay-off; or
- (e) is absent from work for more than thirty six (36) months by reason of absence while on **WSIB** and there is no reasonable likelihood the employee will return to work within the near future.

Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

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

9.06 The Employer will notify the employee when his or her benefits will cease.

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

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, within thirty (30) days of leaving employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preferences (if any), and when they would be available to commence work.
- (b) An applicant, who is permitted to transfer from one nursing home to another as a result of this transfer procedure, will retain any seniority that he had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will only be able to exercise home seniority for purposes of transfers, promotions, lay-offs and reductions in staff.

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

ARTICLE 10 – JOB SECURITY

10.01 Layoff and Recall

In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least eight (8) weeks notice. This notice is not in addition to required notice for individual employees.

In the event of a layoff of a permanent or long-term nature, the Home will provide

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

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

10.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the skills to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
 - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
 - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
 - (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employees straight time hourly wage rate.
 - (vi) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.

- (vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.

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

- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

10.03 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 skills to perform the work.

In determining the skills of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the

second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off
- (f) A laid off employee shall retain the rights of recall for a period of **thirty-six** (36) months.
- (g) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

10.04 Benefits on Lay-Off

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

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

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

10.06 Severance pay will be in accordance with the provisions of the Employment Standards Act.

ARTICLE 11 – JOB POSTING

11.01 In the event new jobs are created or vacancies occur in existing job classifications including new positions created for a specific term or task (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten (10) calendar days,

and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.

The Employer agrees to provide the chief steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

11.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as he sees fit.

11.03 No external applications will be considered until the internal process is exhausted.

11.04 Employees shall have the right to bid on such vacancies or new jobs and the employee shall be granted the position in accordance with Article 9.03. For the purposes of filling a job vacancy, only the seniority at the Home where the vacancy occurs will be considered.

11.05 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337%) working hours. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and one-half (112%) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

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

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

In the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

11.06 Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.

11.07 It is understood that the Employer may elect to fill the vacancy in a part-time bargaining unit by expanding the hours of work of existing part-time employees.

11.08 (a) Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered prior to consideration of persons not employed by the Home. In the event one or more part-time employees apply, the Home shall consider the qualifications, experience, ability and seniority of the applications. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

(b) Where vacancies are posted for positions within the part-time bargaining unit and no applicants within the part-time unit are successful in obtaining the positions, applications submitted for such posting from the full-time employees will be considered prior to consideration of persons not employed by the Home. In the event one or more full-time employees apply, the Home shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

(c) When an employee transfers from the full-time bargaining unit to the part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours.

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

11.09 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees working less than thirty-seven and one-half (37½) hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 11.08. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

An employee returning from leave of absence shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration.

as the Employer may deem appropriate.

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.

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

11.11 Permanent Transfers

- (a) If an employee is transferred or reclassified to a higher rated job group, he shall receive the rate immediately above the rate of his prior job in the salary range of the job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.
- (b) Subject to (a) above, a part-time employee, changing his/her status to that of a full-time employee, covered by this full-time Agreement, shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a full-time status, he/she shall suffer no loss of basic wage rate nor loss of any benefits in which the employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time employees covered by the full-time Agreement.

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

ARTICLE 12 - NO CONTRACTING OUT

- 12.01 The Nursing Home shall not contract-out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a lay-off of any employees other than casual part-time employees results from such contracting-out. Contracting-out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this Agreement.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

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

- 13.02 In the event the Employer plans to change a vacant full-time position to a part-time

position, it will advise the Union and discuss its plans with them.

13.03 Full-time/Part-time Ratio

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

ARTICLE 14 – PRINTING

14.01 The Employer and the Union will share equally in any cost of printing the Collective Agreement.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

15.02 Pregnancy and Parental Leave

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

15.03 Pregnancy Leave

(a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 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 two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified

medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

Additional leave of absence may be taken under Article 15.11, Parental Leave.

- (d) Notwithstanding Article 15.03 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

The regular hourly rate shall be calculated to include all of the employee's

insurable earnings as defined by the Employment Insurance System.

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

- 15.04 An employee who does not apply for leave of absence under Article 15.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment **Standards Act** unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- 15.06 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 designated.
- All** employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 15.07 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.06.
- 15.08 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 15.09 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.
- 15.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may

immediately commence parental leave, as provided under Article 15.1 ■ of this Agreement. The employee shall give the Employer at least two **(2)** weeks notice, in writing, that she intends to take parental leave.

15.1 ■ Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than **fifty-two (52)** weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to **thirty-five (35)** weeks in duration if the employee also took pregnancy leave and **thirty-seven (37)** weeks in duration if she did not.
- (d) The employee shall give the Employer **two (2)** weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the employer written notice at least **four (4)** weeks before the last day of the leave.

- (e) Effective July 1, 2005, notwithstanding Article 15.11 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest- Employees do not have a right to SUB payments except for

supplementation of E.I. benefits during the unemployment period as specified in the plan.

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

Such payment shall commence after the two (2) week employment insurance waiting period (if any) and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

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

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

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

- (f) For the purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.

15.12 Union Leave

- (a) The Home may grant leave of absence without pay or loss of seniority to two (2) employees from each Home operation at any one time to attend Union conventions or Educational Sessions.
- (b) Such leave must be applied for at least two (2) weeks in advance and all leave for all employees shall not exceed twenty (20) working days per year. Any extra time may be applied for under Article 15.01 Personal Leave. No leave shall be granted to employees to participate in another labour dispute and/or picketing other premises.
- (c) While on unpaid Union leave of absence of up to thirty (30) days, employees will be maintained on regular pay and benefits (including Pension) and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WSIB) and pension, but would not include health and welfare and weekly indemnity premium (if applicable).
- (d) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood

that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

15.13 Bereavement Leave

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the 2nd day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- (d) In the event of a spring internment, an employee may save one of the days identified above without loss of pay to attend the internment.
- (e) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of his or her aunt or uncle, niece or nephew.
- (f) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

15.14 Jury and Witness Duty

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

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

15.15 Paid Educational Leave

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

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

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

- 15.16 An employee who has been granted a leave of absence of any kind, and who overstays his leave, unless he obtains permission or provides a satisfactory explanation, shall be considered to have terminated his employment without notice.

15.17 Election to Public Office

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with their duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

ARTICLE 16 - HOURS OF WORK

Toronto

- 16.01 The regular work week will consist of thirty-seven and one-half (37 1/2) hours which may, at the discretion of the Home, be averaged over a two (2) week pay period. The number of days worked each week will normally average five (5) over a two (2) weeks' pay period. Employees working in the nursing area shall not leave the floor unattended. Employees shall be allowed a half (1/2) hour unpaid meal period. The employer agrees that there will be no split shifts.
- 16.02 The provisions contained in 16.01 above do not represent a guarantee of daily or weekly hours and employees may be required to work less than thirty-seven and one-half (37 1/2) hours per week, or less than seventy-five (75) hours in a two (2) week period. In such circumstances, they will be paid a pro-rated weekly wage based upon hours actually worked. Where the hours of work are averaged over a two (2) week period, that two-week period will be the same two (2) weeks as the pay period.
- 16.03 The days of work for an employee, the starting and quitting times each day and the time and duration of lunch and time of rest periods will be determined by the Home in accordance with its requirements. Employees will be notified, in advance, of any general change in their shift schedules. Where practicable, employees will be given two (2) days off each week. The Home shall attempt to rotate shifts bi-weekly, where practical. The shift schedules shall be posted at least two (2) weeks before being effective. The shift schedules shall provide for every other weekend off for all employees.
- 16.04 The Home will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and the changeover of shifts, and forty (40) hours if there is one (1) day off, and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event employees, of their own accord, and for their own personal convenience, arrange to change shifts, then the Home agrees not to interfere, but reserves the right to request signed statements from such employees and shall not be responsible or liable for any overtime rate claim that might arise as a result of such exchange of shifts.
- 16.05 If employees are requested by their supervisors to work beyond their regular shifts, they will make every effort to co-operate.

Brantford

- 16.01 The following is intended to define the normal hours of work for full-time employees, but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week.
- 16.02 Unless otherwise specifically agreed to between the parties to this Agreement, the regular shift for full-time employees shall be seven and one-half (7 ½) consecutive hours per day which includes one-half (1/2) hour unpaid meal period.
- 16.03 Employees unable to report for work will notify their immediate Supervisor or her designate.
- 16.04 Shift schedules for a six (6) week period shall be posted as far in advance as possible, but not later than fifteen (15) days prior to the implementation of the schedule and no changes shall be made after this date.
- 16.05 Employees will be expected to make themselves available for in-service training programs from time to time in the event it is decided to implement a form of preferential scheduling. It is further understood and agreed that any scheduling worked out with the Director of Nursing may provide that probationary employees work on day shift during the probationary period. In order to maintain quality of patient care, employees on preferred shifts will be required from time to time to work day shift in order that such employee may receive a refresher course in training in her area. The Employer may require a particular employee on a preferred shift to transfer to days where her performance has necessitated additional training.

North Bay

- 16.01 The regular work week will consist of ~~thirty-seven~~ and one-half (37 ½) hours which may, at the discretion of the Home, be averaged over a two (2) week pay period. The number of days worked each week will normally average five (5) over a two (2) week pay period. Employees working in the Nursing area shall have a reporting for work period of up to five (5) minutes before each shift, which shall be scheduled by the Administrator or his designate and which shall be unpaid or used in calculations in section 16.07. The employees shall be entitled to a one-half (1/2) hour break for lunch which shall not be included as paid time
- 16.02 The provisions contained in 16.01 above do not represent a guarantee of daily or weekly hours and employees may be required to work less than ~~thirty-seven~~ and one-half (37 ½) hours per week, or less than seventy-five (75) hours in a two (2) week period. In such circumstances they will be paid a pro-rated weekly wage based upon hours actually worked.

16.03 The days of work for an employee, the starting and quitting times each day and the time and duration of lunch and time of rest periods will be determined by the Home in accordance with its requirements. Employees will be notified, in advance of any change in their shift schedules. Where practicable, employees will be given two (2) days off each week. The Home shall attempt to rotate shifts bi-weekly where practical. The shift schedules shall be posted at least two (2) weeks before being effective. Once posted, the schedule will remain unchanged unless mutually agreed between the employees and the Home.

The Employer agrees that there shall be no split shifts.

16.04 The Home will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of the shifts and changeover of shifts, and forty (40) hours if there is one (1) day off, and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. Request for shift change must be submitted within the first seven (7) days succeeding the posting of the schedule. This will not prevent an employee from submitting a request for shift change at a later time due to extenuating circumstances. Changes to the posted schedules shall be given to the Administrator "or designate". The Home shall not be responsible or liable for any overtime rate claims that might arise as a result of such exchange of shifts.

16.05 If employees are requested by their supervisors to work beyond their regular shifts, they will make every effort to co-operate.

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

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

All Facilities

16.08 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for seven and one-half (7 1/2) hours, notwithstanding the fact they have worked either six and one-half (6 1/2) hours or eight and one-half (8 1/2) hours.

16.09 Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

Shift Length:

-Up to, and including 5.5 hours

-More than 5.5 hours

Breaks:

1 – 15 minute break

2 – 15 minute breaks

In addition to the above, any shift over 5 hours will also have a ½ hour unpaid lunch within the shift.

ARTICLE 17 - PREMIUM PAYMENTS

- 17.01 (a) Overtime at the rate of one and one-half (1 1/2) times an employee's equivalent hourly rate will be paid for all authorized time worked in excess of seven and one-half (7 1/2) hours in a day, or **seventy-five (75)** hours in a two (2) week period.
- (b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Administrator or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and **non-compliance** with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.
- (c) If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of his shift one ~~(1)~~ free meal will be supplied.
- (d) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- (e) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- (f) An employee who is absent on paid time during his scheduled work week because of sickness, **WSIB**, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

17.02 Shift and Weekend Premium

(a) Shift Premium

Toronto and North Bay

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

Brantford

Subject to Article 16 employees shall have their preference of shifts in accordance with their seniority, and their ability to perform the work and providing there is vacancy on the shift requested. Employees will not be required to work rotating shifts. A shift premium of \$4.00 per shift will be paid for each shift worked when an employee is required to work a shift other than his normal shift.

(b) Weekend Premium

Effective July 1, 2005, fifteen cents (\$.15) per hour worked weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

(c) In no event shall there be any pyramiding of benefits or payments.

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

17.04 All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list at **non-overtime** rates of pay. The non-overtime rates apply to those working less than 75 hours **bi-weekly** before securing an agency replacement.

17.05 Any legitimate complaint in connection with the distribution of overtime or working on overtime days as provided in the preceding paragraphs, will be adjusted by allocating additional overtime when same is available.

17.06 Changes to the posted schedule shall be given to the Administrator or designate.

17.07 Minimum Reporting Pay

When an employee reports for work at his assigned starting time without being told in advance by the Home not to report at said time, then the employee shall receive work or pay in lieu of work, for four **(4)** hours during that day. For employee's who are regularly scheduled to work less than four **(4)** hours the obligation is reduced to the number of hours normally scheduled to work. This obligation on the part of the Home shall cease if no work can be provided due to fire, Acts of God or other circumstances beyond the control of the Home, or failure on the part of the employee to keep the Home informed of his current address and telephone number.

17.08 If an employee is called in to work after completing a regular shift and leaving the Home premises the employee shall be guaranteed a minimum of three (3) hours' work or pay in lieu, at time and one-half (1/2) for each such call-in. If employees report after being called in within one and one-half (1/2) hours of the starting time of a shift, they will get paid for the whole shift.

- 17.09** (a) "Call-in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1/2) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two **(2)** week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two **(2)** week pay period.
- (c) Where the call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

17.10 Responsibility Allowance

Effective following May 31, 2004:

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of five dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.

- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above noted allowance will apply to an RPN who is designated to be in charge of the building.
- (d) It is understood that only one of the above noted premiums will apply at any one time.

Brantford only

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

ARTICLE 18 - UNIFORM ALLOWANCE

- 18.01 (a) The employer agrees to pay a uniform allowance of 6.0 cents per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums. Effective January 1, 2007, the uniform allowance will be increased to 7.0 cents per hour.
- (b) The uniform allowance will not be paid on each cheque but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.
- (c) When an employee leaves the employ of the Home she shall receive her accumulated uniform allowance as part of her separation cheque.

18.02 Etobicoke

The employer shall provide all employees with non-latex, powder free gloves in a range of sizes to ensure proper fit.

ARTICLE 19 - HEALTH AND SAFETY

- 19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.
- 19.02 A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers,

recommend means of improving the health and safety programs and obtaining information from the employer or other persons respecting the identification of hazards and standards elsewhere. The Union agrees to limit representation from the full-time and part-time bargaining units to one (1) joint representative which may be increased by mutual agreement of the parties.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to Committee members. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

19.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked

19.04 The Joint Health and Safety Committee and the representatives thereof shall have 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. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

19.05 The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

19.06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

19.07 The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- a. Designing safe procedures for employees.
- b. Providing training appropriate to these policies
- c. Reporting all incidents of workplace violence.

19.08 The Employer shall:

- (a) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- (b) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (c) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

19.09 A worker shall,

- (a) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- (b) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
- (c) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- (d) report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

19.10 Injured Workers Provisions

At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The employer shall pay for the transportation.

19.11 Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

ARTICLE 20 - PAID HOLIDAYS

Toronto

Note: For purposes of calculating and qualifying for holidays, the related provisions for employees who have elected Status Quo pursuant to the one-time choice following May 31, 2004 relating to part-time benefits are found in Appendix "A".

20.01 The following days shall be recognized as paid holidays:

New Year's Day
Good Friday
Canada Day
Labour Day
Boxing Day.
Birthday

Third Monday in February
Victoria Day
Civic Holiday
Thanksgiving Day
Christmas Day
Float Day

Should the Federal or Provincial Government declare and enforce another official paid holiday in the period between January 1st and Good Friday, it may, at the discretion of the Home, replace this holiday.

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

20.03 Holiday pay for employees who regularly work more than 48 hours but less than 75 hours is based on proration formula noted in Article 22.12 of this agreement. Holiday entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on provisions for employees regularly working 75 hours.

20.04 (a) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

(b) If an employee meets the qualifications in 20.04 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

20.05 Employees who are required to work on any of the above-named holidays will receive one and one-half (1 1/2) times their regular rates of pay for all hours worked in addition to pay for the holiday or an employee required to work on any of the foregoing holidays shall be paid at time and one half (1 1/2) his regular straight time rate of pay for time worked on such holiday in addition to any holiday pay to which he may be entitled or at the employee's option may be paid time and one half (1 1/2) for time worked and a day off in lieu thereof to be taken at a date mutually agreed to with the Home.

20.06 **Banking Stats**

Employees may bank up to three (3) such days to be used as personal days. Employees requesting the Home to bank a day off in lieu will notify the Home in writing at least two (2) weeks before the paid holiday. Note: These days are not to be used or tacked on to vacations during the vacation period of May to September inclusive. It is understood that the scheduling of such days off are subject to agreement with the Home. Such agreement shall not be unreasonably withheld.

20.07 For clarification purposes of when a Paid Holiday begins and ends, the first shift of the holiday shall be the shift where the majority of hours scheduled to be worked are completed before 8:00 a.m.

20.08 If any of the above mentioned holidays occurs during the employee's vacation period, or on a regular assigned day off, the employee will receive an extra day *off* in lieu of the holiday, or an additional day's pay in lieu of the holiday.

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

Brantford

Note: For purposes of calculating and qualifying for holidays, the related provisions for employees who have elected Status Quo pursuant to the one-time choice following May 31, 2004 relating to part-time benefits are found in Appendix "A".

20.01 For employees who have completed their probationary period the Employer shall recognize the following days as paid holidays:

New Year's Day	Leisureworld Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Float Day

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

If another federal, provincial or municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not a statutory holiday and which has not yet been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.

20.02 Employees eligible for holiday pay shall be credited with pay computed at straight time for the holidays referred to in 20.01.

20.03 Holiday pay for employees who regularly work more than 48 hours but less than 75 hours is based on proration formula noted in Article 22.12 of this agreement. Holiday entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on provisions for employees regularly working 75 hours.

- 20.04 (a) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.
- (b) If an employee meets the qualifications in 20.04 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

20.05 Service to patients is essential. The Union acknowledges that the Nursing Home operates seven (7) days a week and three hundred and sixty-five days a year with the result that staff must be on duty on holidays. The Union further acknowledges that the Employer agrees to reduce staff for statutory holidays so long as its legal obligations are met.

20.06 Subject to 20.04, an employee who is required to work on any of the named holidays of 20.01 will receive either:

- (a) Pay at the rate of time and one-half (1 ½) the employee's regular rate for work performed on such holiday in addition to the employee's holiday pay; or
- (b) Pay at the rate of time and one-half (1 ½) the employee's regular rate for work performed on such holiday and an alternative day off with holiday pay for such day at the employee's regular rate, such alternate day to be scheduled by the Department Head either thirty (30) days before or thirty (30) days following the holiday.

20.07 If any of the above mentioned holidays occurs during the employee's vacation period, or on a regular assigned day off, the employee shall receive an additional day off in lieu thereof within thirty (30) days either side of the holiday unless otherwise arranged between the employee and the Supervisor or a day's pay. If an employee has met the qualifiers for statutory holidays, they are deemed to have qualified for lieu day off.

North Bay:

Note: For purposes of calculating and qualifying for holidays, the related provisions for employees who have elected Status Quo pursuant to the one-time choice following May 31, 2004 relating to part-time benefits are found in Appendix "A".

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

New Year's Day	Victoria Day
3 rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Christmas Day	Canada Day
Boxing Day	Employees Birthday

Civic Holiday
Float Day

(celebrated within thirty days following actual date, if birthday is February 29th. Then the 28th will be deemed as the birthday).

All paid holidays which fall during the probationary period will be paid to the employee at the end of the probation period.

- b) If another day is proclaimed as "Heritage Day", by that name or any other name, such day will replace the third Monday in February as a paid holiday.
 - c) If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this agreement, such additional holiday will replace one of the holidays designated above.
- 20.02 Service to the public is essential. Therefore, it will be necessary that at least 50% of the employees work on the holidays set out above. If a day off in lieu of a statutory holiday is requested, it may be granted within forty-five (45) days preceding or succeeding the paid holiday.
- 20.03 Employees who are required to work on any of the above named holidays will receive one and one-half times (1 ½) the regular rates of pay for all hours worked in addition to pay for the holiday.
- 20.04 Holiday pay for employees who regularly work more than 48 hours but less than 75 hours is based on proration formula noted in Article 22.12 of this agreement. Holiday entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on provisions for employees regularly working 75 hours.
- 20.05 (a) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.
- (b) If an employee meets the qualifications in 20.05 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.
- However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.
- 20.06 If any of the above-mentioned holidays occurs during the employee's vacation period, or on a regular assigned day off, the employee will receive an extra day off

in lieu of the holiday, within forty-five **(45)** days succeeding the holiday, or an additional days' pay in lieu of the holiday. An employee required to work on any of the foregoing holidays shall be paid time and one half (1 1/2) her regular straight time rate of pay for time worked on such holiday, in addition to any holiday pay to which she may be entitled, or, at the option of the Home, the employee may be paid at the rate of time and one half (1 1/2) for time worked and a paid day off in lieu thereof. Such lieu day shall be taken at a time arranged with her supervisor within forty-five (45) days of the holiday or at a date mutually agreed upon by the employee and her supervisor.

20.07 For clarification purposes of when a Paid Holiday begins and ends, the first shift of the holiday shall be the shift where the majority of hours scheduled to be worked are completed before 8:00 a.m.

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

ARTICLE 21 –VACATIONS

Toronto

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

- | | | |
|-----|---|---|
| (a) | Less than one (1) year of continuous service | 1 day per month of service to a maximum of ten (10) days, at 4% of gross earnings |
| (b) | One (1) year of continuous service | two (2) weeks; |
| (c) | Three (3) years of continuous service | three (3) weeks; |
| (d) | Eight (8) years of continuous service | four (4) weeks; |
| (e) | Fifteen (15) years of continuous service | five (5) weeks; |
| (f) | Effective in the 2004 vacation year
Twenty four (24) years of continuous service | six (6) weeks |

Effective in the 2005 vacation year
Twenty three (23) years
of continuous service

six (6) weeks

- 21.02 Vacation pay in (b), (c), (d), (e) and (f), above shall be at the rate of two per cent (2%) of total earnings during the previous calendar year, or one (1) regular work week's pay, whichever is the greater for each week of vacation.
- 21.03 If an employee transfers from part-time to full-time or vice versa, the following method shall be used to calculate his vacation service date: 1800 hours paid equals one year of service.
- 21.04 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 21.05 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department but shall be finally determined by the Administrator having due concern for the proper operation of the Home.
- 21.06 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Home.
- 21.07 Vacations are not cumulative from year to year and all vacations must be taken by April 30th following the June 30th cut-off date.
- 21.08 All pay cheques to be placed in envelopes prior to distribution. Vacation pay shall be paid by the pay period prior to their requested vacation. The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employees annual tax bracket.
- 21.09 Employees who have a vacation entitlement of three weeks or more and have seniority and continuous service of more than 10 years may take 3 weeks of vacation owing between May – September. All other employees who have less than 10 years of seniority and continuous service may take 2 weeks of vacation owing between May and September.

Brantford

21.01 Employees covered by this Agreement shall receive the following vacation with pay on the basis of service as follows:

Service	Vacation
Under one year	Four percent (4%) of gross earnings for the period worked with time off at the rate of one (1) day per month to a maximum of ten (1) working days.
One (1) year and over of continuous Service	Two (2) weeks
Three (3) years and over of continuous service	Three (3) weeks
Eight (8) years and over of continuous service	Four (4) weeks
Fifteen (15) years and over of continuous service	Five (5) weeks
Effective in the 2004 vacation year: Twenty four (24) years and over of continuous service	Six (6) weeks
Effective in the 2005 vacation year: Twenty three (23) years and over of continuous service	Six (6) weeks

Vacation pay shall be based on two (2) percent of total earnings during the twelve (12) months immediately preceding June 30 in each year for each week of entitled vacation.

Example: 2 weeks' vacation 4%; 3 weeks' vacation 6%; 4 weeks' vacation 8%.

All normal deductions made from an employee's pay will be made from the vacation pay.

21.02 The Employer may pay vacation pay as part of the regular pay. In such circumstances, the employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

- 21.03 Vacation requests must be submitted by March 30th of each year and such requests shall be granted on the basis of seniority within the respective job classifications. Vacation requests submitted after March 30th shall be granted at the discretion of the Home.
- 21.04 Vacation time will be granted between the months of May and September, if possible, and in order of employee's seniority, unless some other time ~~is~~ mutually arranged between the individual employee and the Employer.
- 21.05 Employees who have a vacation entitlement of three weeks or more and have seniority and continuous service of more than 10 years may take 3 weeks of vacation owing between May – September. All other employees who have less than 10 years of seniority and continuous service may take 2 weeks of vacation owing between May – September.

North Bay

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

- | | |
|---|---|
| (a) less than 1800 hours paid | 1 day of vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employee will be four percent (4%) of earnings during the vacation year. |
| (b) 1800 hours paid but less than 5400 hours paid | Two (2) weeks vacation with vacation pay of 4% of gross earning in the previous year (minus vacation pay from previous year). |
| (c) 5400 hours, but less than 14400 hours paid | Three (3) weeks vacation with pay in the amount of six percent (6%) of gross earnings in the previous year (minus vacation pay from previous year). |
| (d) 14400 hours, but less than 27000 hours paid | four (4) weeks vacation with pay in the amount of eight percent (8%) of gross earning in the previous year (minus vacation pay from previous year). |

- | | |
|---|--|
| <p>(e) Effective in the 2004 vacation year: 27000 but less than 43200 hours paid</p> <p>Effective in the 2005 vacation year: 27000 but less than 41400 hours paid</p> | <p>five (5) weeks vacation with pay in the amount of ten percent (10%) of gross earnings in the previous year (minus vacation pay from the previous year).</p> |
| <p>(f) Effective in the 2004 vacation year: 43200 or more paid hours</p> <p>Effective in the 2005 vacation year: 41400 or more paid hours</p> | <p>six (6) weeks vacation with pay in the amount of twelve (12%) of gross earnings in the previous year (minus vacation pay from the previous year).</p> |

NOTE: For the purpose of this article vacation entitlement for employees who regularly work more than sixty six hours bi-weekly but less than seventy-five hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

21.02 Vacation pay will be paid on the regular pay day in advance of the employee's vacation period up to two (2) times per year. (The first payment to be at the time of the first vacation leave, and the second payment, if necessary to be paid by June 30th). The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employees annual tax bracket.

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

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

21.04 The periods at which employees shall take vacation shall be based upon the selection by the employee according to seniority in each department but shall be finally determined by the Administrator having due concern for the proper operation of the Home.

21.05 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.

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

21.07 An employee who leaves the employ of the Home shall be paid the vacation allowance provided in the Employment Standards Act.

21.08 Vacation preferences will be submitted by the employee to the Department Head, in writing, by April 15th, and vacation schedules will be posted by May 15th, and may only be changed by mutual consent between the employee and the Employer. If no preference is submitted by April 15th, the vacation period will be allocated by the Employer on the basis of departmental convenience only.

21.09 All Facilities

Vacation Scheduling for Christmas and New Year's

The Employer may grant vacation during Christmas/New Year's period to a maximum of two (2) employees in the entire bargaining unit, on a rotating seniority basis, subject to the following:

- (a) there are replacement staff who are available to fill in during this period.
- (b) notice must be given to the employer of an employee's intention to exercise vacation time during the Christmas period at the vacation request cut-off date in the collective agreement or at least six (6) month's notice if no cut-off date exists in the collective agreement.
- (c) employee's requests to have vacation during the Christmas period shall be finally determined by the Administrator given due consideration for the safe and efficient operation of the Nursing Home.

ARTICLE 22 – HEALTH AND WELFARE BENEFITS

All health and insurance benefit premium costs paid by the Employer (Article 22 of the full-time Collective Agreement) shall prorate in accordance with the proration formula and subject to specific exceptions found in that article (Article 22.12).

22.01 The Home will pay for one hundred per cent (100%) of the billed premium (both married and single) of the Ontario Health Insurance Plan Premiums for the Province of Ontario.

Same sex spouse will be eligible to be a dependent for all insured benefits.

22.02 Life Insurance (all Facilities)

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

Effective July 1, 2004, life insurance coverage will be increased to \$20,000.00.
Note: Employees must work at least one day after the life insurance improvement to be eligible for the improvement.

22.03 Major Medical

Toronto and Brantford

The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

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

The Employer will implement a Drug Card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription.

North Bay

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

The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The parties will meet to discuss the implementation of this modification to the drug plan.²³

22.04 Vision Care

Toronto

The Home agrees to continue a Vision Care Plan (similar to Blue Cross \$120.00 Plan), and agrees to pay sixty-five per cent (65%) of the billed single-family premium for employees who participate in the Vision Care Plan. If any employee is otherwise covered, the Home shall not be obligated to contribute.

Effective January 1, 2005 increase \$120.00 to \$140.00 every twenty four months.

Brantford and North Bay

The vision care is \$120.00 maximum every twenty four (24) months.

Effective January 1, 2005, increase \$120.00 to \$140.00 every twenty four months.

22.05 Hearing Aides (All Facilities)

The Home agrees to continue a three hundred dollars (\$300.00) Hearing Aide Benefit, to be paid one hundred percent (100%) by the Home.

22.06 Dental

Toronto and Brantford

A dental care plan (Blue Cross #9 or equivalent) will be continued on a fifty/fifty (50/50) premium share arrangement 2002 O.D.A. fee schedule. Effective July 1, 2004, the ODA fee schedule shall be amended to establish a two-year lag. Fluoride treatments will be covered for those under the age of 18 years. Dental plan recall for persons 18 years or older to be every nine months.

North Bay

A dental care plan (Blue Cross #9 or equivalent) will be continued on a fifty/fifty (50/50) premium share arrangement previous year O.D.A. fee schedule. Effective July 1, 2004, fluoride treatments will be covered for those under the age of 18 years. Dental plan recall for persons 18 years or older to be every nine months.

22.07 Benefit Enrollment Requirements (all Facilities)

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

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

- (a) Life – when coverage approved
- (b) Dental - *\$200.00 maximum benefit/covered person
- (c) EHC
 - (i) Drugs - *\$150.00 maximum benefit/covered person
 - (ii) Hearing – no benefit during first 6 months
 - (iii) Eyeglasses – no benefit during first 6 months

*During first twelve (12) months of coverage

22.08 Eligibility (all Facilities)

Eligibility of employees shall be:

- (i) for Life Insurance - after three (3) months of employment;
- (ii) for O.H.I.P. - the month following the month of hire.

22.09 Change of Carriers (all Facilities)

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

22.10 Benefit Grievance Resolution

Any grievance arising from the interpretation, application and/or administration of the health and welfare benefits shall be resolved as follows:

- (a) the Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.

- (f) the arbitrators for this process shall be Reva Devins and Deena Baltman.

If additional arbitrators are necessary, Martin Teplitsky shall remain seized to appoint these, if the parties are unable to agree.

- (g) the arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) this process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary ~~grievance~~/arbitration process.

Any such dispute already underway, in respect of which an arbitrator has not been appointed shall proceed under this process. This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall also apply to insured benefits.

22.11 Nursing Homes and Related Industries Pension Plan

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

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

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

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

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

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

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

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

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

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

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

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

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

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

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

(ii) To be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

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

Address as provided to the Home
Termination date when applicable

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

Gender
Marital Status

22.12 Permanent Part-Time Employee Proration Formula Benefits who work more than 48 hours bi-weekly

Existing employees on staff as at May 31, 2004, working less than 75 hours biweekly will have a **one-time** choice following ratification of status quo (see Appendix "D" and "E") or the following standard provision.

The following provision will apply to all new hires following May 31, 2004.

For the period up to the expiry of the collective agreement, full-time employees on staff as at May 31, 2004 who subsequently move to part-time status will (at the change of status) have the option of choosing the **pre-ratification** benefit level for part-time employees or the new provision.

Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a **prorata** basis of hours regularly worked in relation to **seventy-five (75) hours bi-weekly**.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by 975 and then multiplying by 100.

Effective July 1, 2006, the **prorata** formula divisor will be changed to 950 hours.

(The predetermined six (6) month period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.)

Hours paid in calculating proration formula will include WSIB and Weekly Indemnity.

When an employee is on:

- (a) pregnancy leave
- (b) parental leave
- (c) approved leave of absence in excess of thirty (30) continuous calendar days

proration upon return, shall be based on the percentage (%) in effect prior to commencement of the leave.

Employees who regularly work more than sixty-six (66) hours bi-weekly, shall have one hundred percent (100%) of Employer portion of insured benefits paid.

Holiday and vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

N.B. Holiday and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows: Holiday Pay - based on proration formula, based on hours regularly worked - 4 hours shift = 4 hours pay. Vacation pay - percentage (%) of gross earnings.

22.13 New Hires

Effective May 31, 2004, all newly-hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The prorata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the Employer's paid share of premiums and benefits, and holiday pay.

ARTICLE 23 – INJURY AND DISABILITY

23.01 Where an employee is absent due to illness or injury which is compensable by WSIB, the following shall apply:

- (a) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.
- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

23.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

23.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 11) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

23.04 The injured employee shall have a period of thirty-six (36) months from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 9 and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

23.05 (a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months mentioned in Article 23.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 9. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

23.06 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Nursing Home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications and can perform the duties without training other than orientation, by bumping into the job at the applicable salary level, displacing the employee with

the least seniority in the classification.

23.06 Toronto

In the event that the Home challenges a Workers' Safety Insurance Board claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Safety Insurance Board for a period longer than one (1) complete pay period, may apply to the Home for payment equivalent to the lesser of the benefit she would receive from Workers' Safety Insurance Board if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 24. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the Home and a written undertaking satisfactory to the Home following final determination of the claim by the Workers' Safety Insurance Board is not approved.

If the claim for the Workers' Safety Insurance Board is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 24. Any payment under this provision will continue for a maximum duration equal to that of the sick leave bank.

ARTICLE 24 – SICK LEAVE

Note: The following provision applies to employees working more than 48 hours bi-weekly. The provision below identifies the benefit applicable to a 37.5 hour per week employee. The prorata formula would apply to this new provision in the same way that it currently applies to the weekly indemnity provision. If a contract remains with an in lieu of benefits provision only, the following provisions are applicable to full-time employees only.

Effective January 1, 2005:

24.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.
- (c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six

and two thirds ($66\frac{2}{3}$) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds ($66\frac{2}{3}$) percent of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.

- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds ($66\frac{2}{3}$) percent of scheduled straight-time wages lost.
- (e) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employees home or paid by direct deposit.
 - (a) Weekly Indemnity participation is voluntary for all employees.
 - (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
 - (c) An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.
 - (d) Notwithstanding (iii) above;
 - (i) an employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month **pro-rata** period shall be automatically enrolled at the commencement of the next sign up period,
 - (ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one **(1)** month of the successful posting,
 - (iii) an employee with an increase in their **prorata** percentage of twenty percent (20%) or greater, above the **prorata** period immediately prior, may enrol at the commencement of the next sign up period, without evidence of insurability.

- (f) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

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

- (g) The Employer may request proof of disabling accident or sickness:

- (i) For any absence in excess of two (2) days;
- (ii) For the fourth (4th) and succeeding illness in the sick leave year.

The Employer shall exercise discretion in making such requests.

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

- (h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1-1/2) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- (i) The Employer will notify the employees of their accumulation of sick leave on request.
- (j) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 15.08.

Toronto & North Bay Transfer to New Plan

For agreements currently providing accumulating sick leave plans the current sick leave

banks (less 105 hours) will be converted to dollars and if allowed under the HRDC rules, used to provide pay for legitimate illness or injury during the first *two* weeks that the employee would otherwise be unpaid, because of the lack of credits in the New Plan.

For agreements currently providing accumulating sick leave plans the current sick leave banks (less 105 hours) will be converted to dollars and if allowed under the HRDC rules, the amounts above can be used to top up the weekly indemnity portion of the new sick leave plan.

For existing employees with accumulating Plans and cashout provisions in their agreement, cashout will be dealt with as follows:

- Step 1 – transfer up to 105 hours to the new Plan (see above)
- Step 2 – convert to dollars the amount in excess of 105 hours (see above)
- Step 3 – maintain in a Letter of Understanding existing cashout rules at Toronto only for employees on staff at or before May 31, 2004.

24.02 When a medical examination is required by the Home, except where required for the purpose of this article, the Home shall pay the cost of such medical examination and the employee shall be allowed the necessary time off work for the purposes of submitting to such medical examination.

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

ARTICLE 25 - COMPENSATION

25.01 The Employer will classify employees and will pay hourly rates in accordance with Appendices “A”, “B” and “C” attached which form part of this Agreement. **All** hours worked and hours paid during the probationary period (337.5) shall be counted towards hours required to move from the start rate to the one year rate.

25.02 The retroactive payment applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by prepaid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days.

25.03 Temporary Transfers

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, she shall be

paid the rate in the higher salary range immediately above her current rate for all hours worked in the assignment.

25.04 New Classification

When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

ARTICLE 26 - BULLETIN BOARDS

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

ARTICLE 27 – PAY DAYS

- 27.01 Employees will be paid each two (2) weeks worked. The normal pay day shall be Friday except where a paid holiday occurs on a Friday, when the pay day will be advanced by one (1) day. If cheques are available, employees off on Friday will be issued their cheques on Thursday prior to leaving their shifts.
- 27.02 The Employer shall provide all pay cheques, or in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the cheque or stub is not handed to them directly by office or management personnel. For purposes of this article it is understood that management personnel does not include RN's or RPN's.
- 27.03 Any errors on pay cheques in excess of twenty dollars (\$20.00) will be corrected as soon as administratively possible by manual cheque issued directly by the Home.
- 27.04 (a) Upon termination or lay off, the employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.
- (b) Employees will endeavour to give a minimum of two (2) weeks notice of termination of employment.

ARTICLE 28 – INTERPRETATION

- 28.01 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

ARTICLE 29 – PERSONAL FILES

- 29.01 Letters of reprimand are to be removed from employees' personnel record files after twelve (12) months from the date of discipline except in the case of incidents involving third party interface (i.e. residents and families) where the record will remain on file.
- 29.02 **Suspension**
- Records of Suspension are to be removed from an employees personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface i.e.: (residents and family) where the record will remain on file.

29.03 Personnel File

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

29.04 The Home shall provide the employee with a copy of any written warning or adverse report affecting the employee.

ARTICLE 30 – PAID EDUCATION FUND

30.01 Effective January 1, 2005, the Employer agrees to pay into a special fund two (2) cents per hour per employee for all paid hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of union functions. Such monies to be paid on a quarterly basis into a trust fund established by Service Employees' International Union Local 1.on.

ARTICLE 31 - TERM

31.01 This Agreement, which supersedes any previous agreements, written, express or implied, shall continue in effect until the 30th day of April 2007. Notice of termination or amendment may only be given during a period of ninety (90) days preceding April 30, 2007. If no such notice is given, this Agreement shall carry on from year to year.

ARTICLE 32 - SIGNING OF AGREEMENT


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

ARTICLE 33 – PART –TIME ADDENDUM

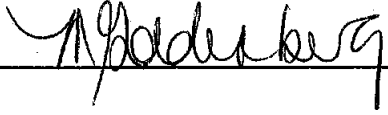
33.01 The attached part-time Addendum shall be part of this Collective Agreement and shall run concurrently with the Collective Agreement.

SIGNED AT TORONTO, ONTARIO THIS 20th DAY OF July 2005.

FOR THE EMPLOYER



FOR THE UNION



ADDENDUM TO THE COLLECTIVE AGREEMENT

BETWEEN:

LEISUREWORLD INC.
(hereinafter referred to as “the Home”)

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N
(hereinafter referred to as “the Union”)

ARTICLE 1 – SCOPE

- 1.01 The terms and conditions of the Collective Agreement shall apply to part-time employees except as modified below.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent of all of its employees in the Local 204 jurisdiction as it existed prior to the formation of Local 1.0n (see attached Letter of Understanding) save and accept physiotherapist, occupational therapist, supervisor, persons above the rank of supervisor, office staff, persons regularly employed for more than 24 hours per week, and students employed during the school vacation year.

Employees excluded from this recognition clause are the service workers at Leisureworld Creedan Valley, Muskoka, and Barrie.

ARTICLE 9 - SENIORITY

- 9.01 A new employee shall be known as a probationary employee until he has worked three hundred and seventy-five (375) hours. It is agreed that the dismissal or layoff of a probationary employee shall not be made the subject of a grievance.

An employee who has completed the probationary period shall be credited with three hundred and seventy-five (375) hours of seniority.

- 9.02 Seniority of employees shall be recognized within their respective job classifications. A seniority list showing the names and hours worked from the date of last hire of all employees will be prepared by the Home. This list will be revised semi-annually and

copies will be provided to the Union Office and Chief Steward after original presentation and after each revision. A copy of each seniority list will be sent to the Union office. Seniority lists shall include the employee's department and shall be prepared alphabetically and forwarded to the Union office each January and July.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

ARTICLE 16 - HOURS OF WORK

- 16.01 The regular work day will consist of seven and one-half (7 ½) hours. Employees working in the nursing area shall not leave the floor unattended. Employees shall be allowed a half (1/2) hour unpaid meal period, Nothing in this section shall be construed as a guarantee of any hours. The Employer agrees that there shall be no split shifts.

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

- 16.03 All pre-scheduled shifts shall be distributed as equitably as possible.

Home will endeavour to allocate twenty-two and one-half (22 ½) hours per week for the part-time staff.

- 16.04 Failure to be available a minimum of six (6) shifts in any thirty (30) consecutive day period may result in further work not being offered to the employee involved and the

employee may be removed from the part-time roster. Employees shall be offered work in accordance with operating requirements and their stated availability.

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

16.06 Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

Shift Length:	Breaks:
-Up to, and including 5.5 hours	1 – 15 minute break
-More than 5.5 hours	2 – 15 minute breaks

In addition to the above, any shift over 5 hours will also have a ½ hour unpaid lunch within the shift.

ARTICLE 18 – UNIFORMS

18.01 Toronto

Effective May 31, 2004 for those employees electing the new standard payment in lieu of benefits provision:

- (a) The employer agrees to pay a uniform allowance of 6.0 cents per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums. Effective January 1, 2007, the uniform allowance will be increased to 7.0 cents per hour.
- (b) The uniform allowance will not be paid on each cheque but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.
- (c) When an employee leaves the employ of the Home she shall receive her accumulated uniform allowance as part of her separation cheque.

ARTICLE 20 – PAID HOLIDAYS

Toronto

Note: For purposes of calculating and qualifying for holidays, the related provisions for employees who have elected Status Quo pursuant to the one-time choice following May 31, 2004 relating to part-time benefits are found in Appendix "A".

20.01 Holiday pay shall be paid to employees in accordance with 20.05 and 20.06 below for the following:

New Year's Day
Good Friday
Dominion Day
Labour Day
Boxing Day
Birthday

Third Monday in February
Victoria Day
Float Day
Thanksgiving Day
Christmas Day

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

Civic Holiday

20.02 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

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

20.04 If an employee has met the qualifier for a statutory holiday, he/she is deemed to have qualified for lieu day pay.

20.05 Holiday pay for employees who regularly work less than 48 hours is based on proration formula noted in Article 22.12 of this agreement.

20.06 (a) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

(b) If an employee meets the qualifications in 20.06 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

North Bay

Note: For purposes of calculating and qualifying for holidays, the related provisions for employees who have elected Status Quo pursuant to the one-time choice following May 31, 2004 relating to part-time benefits are found in Appendix "A".

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

New Year's Day	Victoria Day
3 rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Christmas Day	Canada Day
Boxing Day	Employees Birthday
Civic Holiday	(celebrated within thirty days
Anniversary Date	following actual date, if birthday is
	February 29 th then the 28 th will be deemed as the
	birthday)

All paid holidays which fall during the probationary period will be paid to the employee at the end of the probation period.

- (b) If another day is proclaimed as "Heritage Day", by that name or any other name, such day will replace the third Monday in February as a paid holiday.
- (c) The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. If another Federal, Provincial, or Municipal holiday should be proclaimed during the term of this agreement, such additional holiday will replace one of the holidays designated above.
- 20.02 Service to the public is essential. Therefore, it will be necessary that at least 50% of the employees work on the holidays set above. If a day off in lieu of a statutory holiday is requested, it may be granted within thirty (30) days succeeding the statutory holiday.

Employees who are required to work on any of the **above-named** holidays will receive one and one-half times (1 ½) their regular rates of pay for all hours worked in addition to pay for the holiday.

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

- 20.03 Holiday pay for employees who regularly work 48 hours or less is based on proration formula noted in Article 22.12 of this agreement.

- 20.04 (a) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.
- (b) If an employee meets the qualifications in 20.04 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

Brantford

Note: For purposes of calculating and qualifying for holidays, the related provisions for employees who have elected Status Quo pursuant to the one-time choice following May 31, 2004 relating to part-time benefits are found in Appendix "A".

20.01

New Year's Day	Leisureworld Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Float Day

A part time employee shall qualify for the paid holidays listed above if:

- (a) The employee has completed three hundred and thirty-seven and one-half (337.5) hours worked since date of hire;
- (b) has agreed to work on a paid holiday and who reports for and performs work on the holiday;
- (c) is not employed under an arrangement whereby the employee may elect to work or not when requested to do so.

20.02 Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the twelve (12) or more days referred to in the previous sub-article multiplied by the employee's regular hourly rate of pay.

20.03 An employee who is required to work on any of the above mentioned holidays will be paid at the rate of time and one-half (1 ½) times his regular rate of pay.

20.04 For the purposes of clarity, paid holidays shall commence at 11:00 p.m. on the evening preceding the paid holiday, and end at 11:00 p.m. on the evening of the holiday.

20.05 Holiday pay for employees who regularly work 48 hours or less biweekly is based on proration formula noted in Article 22.12 of this agreement.

20.06 (a) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

(b) If an employee meets the qualifications in 20.06 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

ARTICLE 21 – VACATIONS

Toronto and Brantford

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

- | | | |
|-----|---|---|
| (a) | less than 1800 hours paid | 1 day for each 150 hours worked to a maximum of 10 days |
| (b) | 1800 hours, but less than 5,400 hours paid | two (2) weeks vacation with pay of 4% of gross earnings in the previous year (minus vacation pay from previous year) |
| (c) | 5400 hours, but less than 14,400 hours paid | three (3) weeks vacation with pay in the amount of six percent (6%) year (minus vacation pay from previous year) |
| (d) | 14,400 hours, but less than 27,000 hours paid | four (4) weeks vacation with pay in the amount of eight percent (8%) of gross earnings in the previous year (minus vacation pay from previous year) |

- (e) Effective in the 2004 vacation year
 27,000 hours to less than 43,200 hours paid five (5) weeks vacation with pay in the amount of ten percent (10%) of gross earnings in the previous year (minus vacation pay from previous year)
- Effective in the 2005 vacation year
 27,000 hours to less than 41,400 hours paid five (5) weeks vacation with pay in the amount of ten percent (10%) of gross earnings in the previous year (minus vacation pay from previous year)
- (f) Effective in the 2004 vacation year
 43,200 hours or more paid six (6) weeks vacation with pay in the amount of twelve percent (12%) of gross earnings in the previous year (minus vacation pay from previous year).
- Effective in the 2005 vacation year
 41,400 hours or more paid six (6) weeks vacation with pay in the amount of twelve percent (12%) of gross earnings in the previous year (minus vacation pay from previous year).

North Bay

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

- (a) less than 1800 hours paid paid 1 day for each 150 hours worked or a maximum of 10 days
- (b) 1800 hours, but less than 5,400 hours paid two (2) weeks vacation with pay of 4% of gross earnings in the previous year (minus vacation pay from previous year)
- (c) 5400 hours, but less than 14,400 hours paid three (3) weeks vacation with pay in the amount of six percent (6%) of gross earnings in the previous year (minus vacation pay from previous year)

(d)	14,400 hours, but less than 27,000 hours paid	four (4) weeks vacation with pay in the amount of eight percent (8%) of gross earnings in the previous year (minus vacation pay from previous year)
(e)	Effective in the 2004 vacation year 27,000 hours but less than 43,200 hours paid	five (5) weeks vacation with pay in the amount of ten percent (10%) of gross earnings in the previous year (minus vacation pay from previous year)
	Effective in the 2005 vacation year 27,000 hours but less than 41,400 hours paid	five (5) weeks vacation with pay in the amount of ten percent (10%) of gross earnings in the previous year (minus vacation pay from previous year)
(f)	Effective in the 2004 vacation year 43,200 hours or more hours paid	six (6) weeks vacation with pay in the amount of twelve percent (12%) of gross earnings in the previous year (minus vacation pay from previous year)
	Effective in the 2005 vacation year 41,400 hours or more hours paid	six (6) weeks vacation with pay in the amount of twelve percent (12%) of gross earnings in the previous year (minus vacation pay from previous year)

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

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

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

21.04 The periods at which employees shall take vacation shall be based upon the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator, having due concern for the proper operation of the Home.

21.05 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Home.

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

21.07 All Facilities

Vacation Scheduling for Christmas and New Year's

The Employer may grant vacation during Christmas/New Year's period to a maximum of two (2) employees in the entire bargaining unit, on a rotating seniority basis, subject to the following:

- (d) there are replacement staff who are available to fill in during this period.
- (e) notice must be given to the employer of an employee's intention to exercise vacation time during the Christmas period at the vacation request cut-off date in the collective agreement or at least six (6) month's notice if no cut-off date exists in the collective agreement.
- (f) employee's requests to have vacation during the Christmas period shall be finally determined by the Administrator given due consideration for the safe and efficient operation of the Nursing Home.

ARTICLE 22 - BENEFITS

22.01 For employees regularly scheduled 48 hours biweekly or less:

Payment In Lieu of Benefits

- (a) Effective May 31, 2004, for newly-hired part-time employees and existing part-time employees following the election in 22.01 (b) or (c), such employees will receive twenty cents (\$0.20) per hour in lieu of Extended Health Coverage (Semi-private (if any); Hearing; Vision; Drugs and other extended health benefits), Dental Coverage, and Weekly Indemnity Coverage. The Employer will pay one hundred percent (100%) of the premiums towards a flat rate life insurance of ten thousand dollars (\$10,000.00) for each part time employee who has completed probation to replace existing life insurance coverage, if any. Part-time employees who are post probation would accumulate sick time on the basis of 3.75 hours for every 162.5 hours worked to a maximum of 22.5 hours. Employees will not be allowed to use more than 22.5 hours sick time in any calendar year. Sick banks will carry over from year to year but shall not exceed 22.5 hours.

(b) **North Bay**

Part-Time employees who are currently enrolled in any of the benefits may, elect in writing to remain in the existing pro-rata benefits scheme (see Appendix "D") for the same benefits that they were participating in as of May 31, 2004, and not move to the twenty cent plan benefits scheme, new sick leave plan and Ten thousand dollar (\$10,000.00) Life Insurance benefit set out above. Employees on staff as at May 31, 2004 who elect to move to the new scheme will transfer their existing sick leave credits to a maximum of 22.5 hours. Those employees would then integrate into the new standard plan following their election.

(c) **Toronto or Brantford**

Existing employees on staff as at May 31, 2004, working 48 hours or less biweekly will have a one-time choice following ratification of status quo (see Appendix "E") or the above standard provision.

The above-noted standard provision will apply to all new hires following May 31, 2004.

For the period up to the expiry of the collective agreement, full-time employees on staff as at May 31, 2004 who subsequently move to part-time status will (at the change of status) have the option of choosing the pre-ratification benefit level for part-time employees or the above-noted new provision.

ARTICLE 24 – SICK LEAVE

24.01 See Appendix "D" and "E"


ARTICLE 25 – WAGES

25.01 Attached hereto and forming part of this Agreement is Appendix "A", "B" and "C" relating to job classifications and hourly rates of pay. It is understood that the part time wage schedule and vacation schedules shall be amended effective September 8, 1988 to reflect one (1) year equals 1800 hundred (1800) (North Bay 1775) hours paid.

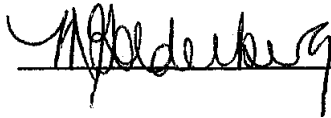
Hours worked and hours paid by the Employer during an employee's probationary period will be included for purposes of wage progression.

Dated at Toronto this 20th day July 2005.

FOR THE HOME



FOR THE UNION



APPENDIX "A"

WAGE SCHEDULE

TORONTO
(SCARBOROUGH AND ST. GEORGE)

Full-time and Part-time				
Classification	Prob	Start	1 Year	2 Year
Basic Aide				
January 1, 2004	14.84	15.05	15.50	15.89
May 1, 2004	15.34	15.55	16.00	16.39
January 1, 2005	15.49	15.70	16.15	16.54
May 1, 2005	15.74	15.95	16.40	16.79
November 1, 2005	15.99	16.20	16.65	17.04
May 1, 2006	16.36	16.57	17.02	17.41
Nurse Aide/Activity Aide (Uncertified), Activity Aide (Programs)				
January 1, 2004	14.98	15.20	15.64	16.11
May 1, 2004	15.48	15.70	16.14	16.61
January 1, 2005	15.63	15.85	16.29	16.76
May 1, 2005	15.88	16.10	16.54	17.01
November 1, 2005	16.13	16.35	16.79	17.26
May 1, 2006	16.50	16.72	17.16	17.63
HCA/Activity Aide (with cert.)				
January 1, 2004	15.14	15.37	15.81	16.27
May 1, 2004	15.64	15.87	16.31	16.77
January 1, 2005	15.79	16.02	16.46	16.92
May 1, 2005	16.04	16.27	16.71	17.17
November 1, 2005	16.29	16.52	16.96	17.42
May 1, 2006	16.66	16.89	17.33	17.79
RPN				
January 1, 2004	17.55	17.77	18.25	18.68
May 1, 2004	18.30	18.52	19.00	19.43
January 1, 2005	18.45	18.67	19.15	19.58
May 1, 2005	18.95	19.17	19.65	20.08
November 1, 2005	19.20	19.42	19.90	20.33
May 1, 2006	19.82	20.04	20.52	20.95
April 30, 2007	20.07	20.29	20.77	21.20

Classification	Prob	Start	1 Year	2 Year
Cook II				
January 1, 2004	16.00	16.21	16.60	17.01
May 1, 2004	16.50	16.71	17.10	17.51
January 1, 2005	16.65	16.86	17.25	17.66
May 1, 2005	16.90	17.11	17.50	17.91
November 1, 2005	17.15	17.36	17.75	18.16
May 1, 2006	17.52	17.73	18.12	18.53

For the first 4 months following the expiry of the previous agreement, a 50¢/hour lump sum/retroactive payment applicable to all hours paid during that 4 month period (not to be rolled into the wage rates.) This payment will be paid in two equal increments –

- (a) For all collective agreements with a December 31, 2003 expiry or earlier, the first within 45 days of ratification and the second on or before July 1, 2005.
- (b) For all collective agreements with an expiry date after December 31, 2003, the first within 45 days after the 4 month period has elapsed following the expiry of the previous agreement and the second on or before July 1, 2005.

A Pay Equity adjustment of \$1.50 per hour has been incorporated in the above hourly rates.

APPENDIX "B"

WAGE SCHEDULE BRANTFORD

Full-time and Part-time					
Classification	Prob	Start	1 Year	2 Year	3 Year
Basic Aide (Diet, Lndy, Hskp)					
January 1, 2004	13.28	13.51	14.70	15.37	16.05
May 1, 2004	13.78	14.01	15.20	15.87	16.55
January 1, 2005	13.93	14.16	15.35	16.02	16.70
May 1, 2005	14.18	14.41	15.60	16.27	16.95
November 1, 2005	14.43	14.66	15.85	16.52	17.20
May 1, 2006	14.80	15.03	16.22	16.89	17.57
Nurse Aide/Activity Aide (uncert)					
January 1, 2004	13.28	13.51	14.70	15.37	16.05
May 1, 2004	13.78	14.01	15.20	15.87	16.55
January 1, 2005	13.93	14.16	15.35	16.02	16.70
May 1, 2005	14.18	14.41	15.60	16.27	16.95
November 1, 2005	14.43	14.66	15.85	16.52	17.20
May 1, 2006	14.80	15.03	16.22	16.89	17.57
HCA/Certified Activity Aide					
January 1, 2004	13.45	13.69	14.90	15.54	16.22
May 1, 2004	13.95	14.19	15.40	16.04	16.72
January 1, 2005	14.10	14.34	15.55	16.19	16.87
May 1, 2005	14.35	14.59	15.80	16.44	17.12
November 1, 2005	14.60	14.84	16.05	16.69	17.37
May 1, 2006	14.97	15.21	16.42	17.06	17.74
Cook II					
January 1, 2004	15.89	16.13	16.39	17.21	
May 1, 2004	16.39	16.63	16.89	17.71	
January 1, 2005	16.54	16.78	17.04	17.86	
May 1, 2005	16.79	17.03	17.29	18.11	
November 1, 2005	17.04	17.28	17.54	18.36	
May 1, 2006	17.41	17.65	17.91	18.73	

Classification	Prob	Start	1 Year	2 Year	3 Year
RPN					
January 1, 2004	16.09	16.30	17.39	17.88	18.66
May 1, 2004	16.84	17.05	18.14	18.63	19.41
January 1, 2005	16.99	17.20	18.29	18.78	19.56
May 1, 2005	17.49	17.70	18.79	19.28	20.06
November 1, 2005	17.74	17.95	19.04	19.53	20.31
May 1, 2006	18.36	18.57	19.66	20.15	20.93
April 30, 2007	18.61	18.82	19.91	20.40	21.18
Handyperson					
January 1, 2004	16.89	17.14	17.63	18.10	
May 1, 2004	17.39	17.64	18.13	18.60	
January 1, 2005	17.54	17.79	18.28	18.75	
May 1, 2005	17.79	18.04	18.53	19.00	
November 1, 2005	18.04	18.29	18.78	19.25	
May 1, 2006	18.41	18.66	19.15	19.62	

For the first 4 months following the expiry of the previous agreement, a 50¢/hour lump sum/retroactive payment applicable to all hours paid during that 4 month period (not to be rolled into the wage rates.) This payment will be paid in two equal increments--

- (a) For all collective agreements with a December 31, 2003 expiry or earlier, the first within 45 days of ratification and the second on or before July 1, 2005.
- (b) For all collective agreements with an expiry date after December 31, 2003, the first within 45 days after the 4 month period has elapsed following the expiry of the previous agreement and the second on or before July 1, 2005.

A Pay Equity adjustment of \$1.50 per hour has been incorporated in the above hourly rates.

APPENDIX "C"

WAGE SCHEDULE NORTH BAY

Classification	Probation	Start	1775 hrs	3550 hrs
Housekeeping/Laundry/Dietary Aide				
January 1, 2004	14.83	15.03	15.50	15.95
May 1, 2004	15.33	15.53	16.00	16.45
January 1, 2005	15.48	15.68	16.15	16.60
May 1, 2005	15.73	15.93	16.40	16.85
November 1, 2005	15.98	16.18	16.65	17.10
May 1, 2006	16.35	16.55	17.02	17.47
Nurse Aide/Activity Aide (Uncertified)				
January 1, 2004	15.01	15.21	15.66	16.13
May 1, 2004	15.51	15.71	16.16	16.63
January 1, 2005	15.66	15.86	16.31	16.78
May 1, 2005	15.91	16.11	16.56	17.03
November 1, 2005	16.16	16.36	16.81	17.28
May 1, 2006	16.53	16.73	17.18	17.65
HCA/Certified Activity Aide				
January 1, 2004	15.19	15.39	15.84	16.30
May 1, 2004	15.69	15.89	16.34	16.80
January 1, 2005	15.84	16.04	16.49	16.95
May 1, 2005	16.09	16.29	16.74	17.20
November 1, 2005	16.34	16.54	16.99	17.45
May 1, 2006	16.71	16.91	17.36	17.82
Cook				
January 1, 2004	16.40	16.60	17.10	17.53
May 1, 2004	16.90	17.10	17.60	18.03
January 1, 2005	17.05	17.25	17.75	18.18
May 1, 2005	17.30	17.50	18.00	18.43
November 1, 2005	17.55	17.75	18.25	18.68
May 1, 2006	17.92	18.12	18.62	19.05

Classification	Prob	Start	1775 hrs	3550 hrs
General Help				
January 1, 2004	15.01	15.21	15.70	16.14
May 1, 2004	15.51	15.71	16.20	16.64
January 1, 2005	15.66	15.86	16.35	16.79
May 1, 2005	15.91	16.11	16.60	17.04
November 1, 2005	16.16	16.36	16.85	17.29
May 1, 2006	16.53	16.73	17.22	17.66
RPN				
January 1, 2004	17.57	17.77	18.25	18.67
May 1, 2004	18.32	18.52	19.00	19.42
January 1, 2005	18.47	18.67	19.15	19.57
May 1, 2005	18.97	19.17	19.65	20.07
November 1, 2005	19.22	19.42	19.90	20.32
May 1, 2006	19.84	20.04	20.52	20.94
April 30, 2007	20.09	20.29	20.77	21.19

For the first 4 months following the expiry of the previous agreement, a 50¢/hour lump sum/retroactive payment applicable to all hours paid during that 4 month period (not to be rolled into the wage rates.) This payment will be paid in two equal increments—

- (a) For all collective agreements with a December 31, 2003 expiry or earlier, the first within 45 days of ratification and the second on or before July 1, 2005.
- (b) For all collective agreements with an expiry date after December 31, 2003, the first within 45 days after the 4 month period has elapsed following the expiry of the previous agreement and the second on or before July 1, 2005.

A Pay Equity adjustment of \$1.50 per hour has been incorporated in the above hourly rates.

PAY EQUITY AGREEMENT

BETWEEN

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n**

and

**THE PARTICIPATING NURSING HOMES
(for the Nursing Homes listed in Appendix "A" of the
Terms of Reference signed by the parties)**

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the 3% payment in 1995 which exceeded the employers minimum obligation by 2%, carries forward and captures the obligations up to and including the expiry dates of the prior collective agreements.

The adjustments in the Memorandum of Settlement dated December 18, 2000 resolve all current outstanding issue of Pay Equity and the obligations under the Proxy Pay Equity plan for 2001, 2002, 2003 and to the expiry of the agreements negotiated on December 18, 2000. The parties further agree that the following additional pay equity adjustments resolve the remaining pay equity obligations and will be paid on the following dates:

Agreement renewal date in 2004 – 15 cents per hour

Agreement renewal date in 2005 – 15 cents per hour

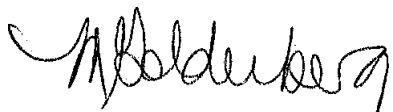
Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreements.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement

The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act and following the final pay equity adjustment in 2005, the complete \$1.50 will have been paid and Pay Equity will have been achieved.

DATED this 2nd day of December, 2004

FOR THE UNION

A handwritten signature in cursive script, appearing to read "M. Boldenberg".

FOR THE EMPLOYER

A handwritten signature in cursive script, consisting of a stylized first letter and a long horizontal flourish.

LETTER OF UNDERSTANDING

BETWEEN

LEISUREWORLD INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 10N

RE: O'Connor Nursing Homes

1. The buildings located at 1800 O'Connor Drive in East York are two separately licensed nursing homes and as such, will be operated independently of each other.
2. For the purpose of this collective agreement, persons will be employed at Leisureworld O'Connor 1 or Leisureworld O'Connor 2. Part time employees (employees who work less than twenty four (24) hours per week may be employed at more than one location covered under this collective agreement, however, each location is deemed a separate entity for employment purposes.

DATED AT TORONTO THIS 20th DAY OF July 2005.

FOR THE EMPLOYER

FOR THE UNION

APPENDIX "D"

For existing North Bay employees who elected, as their one-time option, status quo

North Bay

8.01 Proration Formula

Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a prorated basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six-month period by 975 and then multiplying by 100.

Effective July 1, 2006, the prorate formula divisor will be changed to 950 hours.

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

Hours paid in calculating proration formula will include W.S.I.B

When an employee is on:

- (a) maternity leave;
- (b) adoption leave;
- (c) approved leave of absence in excess of thirty (30) continuous calendar days;

proration upon return, shall be based on % in effect prior to commencement of leave.

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

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

An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

New Hires

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

The prorata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement up to 100% of the Employer's paid share of premiums and benefits.

Health and Welfare

All health and insurance benefit premium costs paid by the Employer (Article 22 of the full-time Collective Agreement) shall prorate in accordance with the proration formula.

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

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

- (a) Life – when coverage approved
- (b) Dental - *\$200.00 maximum benefit/covered person
- (c) EHC
 - (i) Drugs - *\$150.00 maximum benefit/covered person
 - (ii) Hearing – no benefit during first 6 months
 - (iii) Eyeglasses – no benefit during first 6 months

*During first twelve (12) months of coverage

It is understood and agreed that if an employee who regularly works more than sixty-six (66) hours bi-weekly is granted a leave of absence approved by the Home, this employee shall have 100% of the Employer portion of insured benefits paid

upon return from leave of absence and will continue to have 100% of the Employer portion of insured benefits paid as long as they continue to regularly work more than sixty six (66) hours bi-weekly.

Sick Leave

Full-time

As per Article 24 of the full-time collective agreement.

Part-time

Note: The following provision applies to part-time employees who have prorata sick benefits (and have elected status quo). The prorata formula would apply to this new provision in the same way that it currently applies to the weekly indemnity provision.

Effective January 1, 2005:

24.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.
- (c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds ($66 \frac{2}{3}$) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds ($66 \frac{2}{3}$) percent of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for participating part time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty-six and two thirds ($66 \frac{2}{3}$) percent of scheduled straight-time wages lost.

(e) Weekly Indemnity plan for employees employed as at date of ratification (May 31, 2004) to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employees home or paid by direct deposit.

(i) Weekly Indemnity participation is voluntary for all employees.

(ii) An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.

(iii) Notwithstanding (ii) above;

I) an employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,

(II) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting,

(III) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately prior, may enrol at the commencement of the next sign up period, without evidence of insurability.

(9) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

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

(g) The Employer may request proof of disabling accident or sickness:

(i) For any absence in excess of two (2) days;

(ii) For the fourth (4th) and succeeding illness in the sick leave year.

The Employer shall exercise discretion in making such requests.

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

- (h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1-1/2) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- (i) The Employer will notify the employees of their accumulation of sick leave on request.
- (j) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 15.08.

Paid Holidays

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

New Year's Day	Victoria Day
3 rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Christmas Day	Canada Day
Boxing Day	Employees Birthday
Civic Holiday	(celebrated within thirty days
Anniversary Date	following actual date, if birthday is
	February 29 th then the 28 th will be deemed as the
	birthday)

All paid holidays which fall during the probationary period will be paid to the employee at the end of the probation period.

An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the

holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

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

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

Employees who are required to work on any of the above-named holidays will receive one and one-half times (1 ½) their regular rates of pay for all hours worked in addition to pay for the holiday. No pay for the statutory holiday, nor payment for hours worked on the holiday other than at regular rates, will be made unless an employee has worked the regularly scheduled full shifts immediately preceding and succeeding the holiday, except where absence on either of the said full shifts only, was due to verified personal illness.

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

APPENDIX “E”

Applicable to part-time employees working 48 hours or less biweekly at Toronto and Brantford who elected, as their one-time option, status quo

TORONTO

8.01 Payment in Lieu of Benefits

Parttime employees shall be paid for all hours worked in accordance with the rates set out in Schedule “ A plus fifty (50c) per hour in lieu of all benefits, being OHIP, Life Insurance, Major Medical, Vision Care, Sick Leave, Uniform Allowance, and Dental Plan payable to full time employees, save and except for paid holidays, vacation pay and pension plan.

Paid Holidays

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

New Year's Day
Good Friday
Dominion Day
Labour Day
Boxing Day
Birthday

Third Monday in February
Victoria Day
Float Day
Thanksgiving Day
Christmas Day

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

Civic Holiday

20.02 A shift that begins or ends during the twenty-four **(24)** hour period of the above holidays where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

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

20.03 If an employee has met the qualifier for a statutory holiday, he/she is deemed to have qualified for lieu day pay.

BRANTFORD

8.01 Payment in Lieu of Benefits

A part time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, call back guarantee, holiday pay, witness fees, bereavement pay and uniform allowance) an amount added to his regular straight time rate of pay of fifty (0.50) cents for each regular straight time hour worked in each pay period.

8.02 It is understood that the cents per hour add on payment referred to above will not be included for the purpose of computing any premium overtime payments.

Paid Holidays

20.01

New Year's Day	Leisureworld Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Float Day

A part time employee shall qualify for the paid holidays listed above if:

- (a) The employee has completed three hundred and **thirty-seven** and one-half (337.5) hours worked since date of hire;
- (b) has earned wages on at least twelve (12) days during the for **(4)** weeks immediately preceding the holiday;
- (c) has worked his full scheduled shift immediately preceding and following the holiday, unless absent due to illness which commenced in the current pay period. Such illness must be verified by medical certificate;
- (d) has agreed to work on a paid holiday and who reports for and performs work on the holiday;
- (e) is not employed under an arrangement whereby the employee may elect to work or not when requested to do so.

20.02 Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the twelve (12) or more days referred to in the previous sub-article multiplied by the employee's regular hourly rate of pay.

- 20.03 An employee who is required to work on any of the above mentioned holidays will be paid at the rate of time and one-half ($1 \frac{1}{2}$) times his regular rate of pay.
- 20.04 For the purposes of clarity, paid holidays shall commence at 11:00 p.m. on the evening preceding the paid holiday, and end at 11:00 p.m. on the evening of the holiday.

LETTER OF UNDERSTANDING

BETWEEN

**LEISUREWORLD INC.
NORTH BAY**

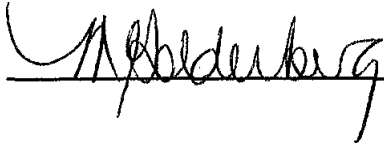
AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N**


The parties agree that when considering a candidate for an RPN position under the job posting provision, "experience" shall mean no less than 600 hours previous facility experience in the RPN classification.

DATED AT Toronto THIS 20th DAY OF July 2005.

FOR THE UNION



FOR THE EMPLOYER



CENTRAL LETTERS OF UNDERSTANDING

1. RE: UPGRADING OR ACQUIRING EDUCATION QUALIFICATIONS

If the Ministry of Health and Long Term Care requires employees to take courses to upgrade or acquire new employment qualifications, the parties shall meet and deal with the issue prior to the implementation of the above.

Failing agreement, this matter may be referred to Arbitrator M. Teplitsky. The Arbitrator will remain seized of this issue.

2. RE: CREDIT CHECK LETTERS

Upon written request to the Administrator, and with reasonable notice, the Employer will provide an employee a letter of employment in the following format. Employees will not make such requests more than three times per year.

(Letterhead)

Date

To Whom It may concern:

This letter will confirm _____ employee _____ has been employed by _____ Employer _____ since date of hire.

_____ Employee _____ is currently employed as a(n) classification. The current hourly rate for this position is \$_____.

For the calendar year (year), _____ (employee's) _____ earnings, per T4 statement, were \$_____

Administrator

Facility

3. RE: CENTRAL NEGOTIATING COMMITTEE

Where the parties agree to renegotiate this agreement using Central negotiations, the Union shall appoint or elect a Central Negotiating Committee as stipulated by the Terms of Reference for the Central Negotiating Process for the purpose of negotiating amendments to the collective agreement.

4. RE: RETURN TO WORK PROGRAM AND LABOUR MARKET RE-ENTRY

The employee acknowledges her obligations and the Employer acknowledge the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs under the Workplace Safety and Insurance Act and the Union agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

Each facility or employer group by mutual agreement will review with the Union at the Labour Management Committee by November 2004 its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

5. RE: STAFFING

LETTER TO THE MINISTER OF HEALTH AND LONG TERM CARE

Service Employees International Union, Local 11 and the 77 Participating Nursing Homes in the joint collective bargaining process for 2004 make the following statements to The Honourable George Smitherman, Minister of Health and Long Term Care:

1. The Employers, employees and their union, SEIU, wish to make the Minister aware of the fact that the increasing care needs of the residents of L.T.C. Homes, combined with Ontario's lower levels of staffing provided due to the underfunding of L.T.C. Homes by the Government of Ontario, risk compromising the quality of care all long term care residents deserve.
2. The increasing burden on employees to meet the care needs of our seniors in L.T.C. homes is putting those employees at risk of personal injury and "burnout". Employees and employers have a desire to provide high quality care and services to our residents and are frustrated by the severe demands and limitations placed on them by the underfunding of the long term care system.
3. When public statements are made alleging inferior service or uncaring attitudes of some employees and/or employers it casts a negative shadow on all those providing services to long term care residents. We are all tired of being the scapegoats of a system that has been neglected for far too long.
4. We ask that the Government provide the sector with the funding necessary to staff at the levels required to provide a quality of care and service whereby all those connected with the L.T.C. system, residents, employers, employees, families, bureaucrats and politicians, can stand up and say we are proud to be associated with long term care in Ontario.

WHEREAS SEIU, Local 1.0n and the 77 Participating Nursing Homes in the joint collective bargaining process for 2004 prepared a joint statement for delivery to The Honourable George Smitherman, Minister of Health and Long-Term Care;

and

WHEREAS it is imperative that the voice of employers, employees and their union be heard within the Government of Ontario with respect to the understaffing of long term care homes in Ontario;

The parties agree as follows:

1. The parties shall create a Steering Committee comprised of two employee nominees and two employer nominees.
2. The Steering Committee shall deliver the joint statement to Minister Smitherman and shall seek a meeting of the members of the Committee with the Minister to discuss the issues raised in the joint statement.
3. The Committee will report back to the employees and the employers.
4. The Committee will continue to develop joint advocacy strategies with the objective of increasing funding for improved staffing levels. This advocacy will continue for the duration of this collective agreement.

6. RE: SICK LEAVE .

Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours in accordance with the sick leave article. The Employer will preschedule for absences once it has knowledge therefore to the extent that it is able to do so.

LETTER OF UNDERSTANDING

BETWEEN

LEISUREWORLD INC.

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 10N**


**RE: EXISTING CASHOUT RULES FOR EMPLOYEES ON STAFF AT OR BEFORE
MAY 31, 2004**

Toronto:

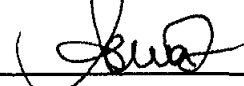
An employee with more than five (5) years of continuous service who leaves his employment or who retires will be paid fifty percent (50%) of the unused portion of his accumulated leave for illness, the maximum payment being forty (40) days. Such payment will not be paid where an employee is discharged for cause.

DATED AT TORONTO THIS 20th DAY OF July 2005.

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING
BETWEEN
LEISUREWORLD INC.
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N

RE: LOCAL 204 JURISDICTION

It shall operate and have geographical jurisdiction over the area comprised of Metropolitan Toronto, the Regional Municipalities of Peel, York and Durham, which will also include the Counties of Dufferin, Simcoe and Victoria, and that part of Peterborough and Northumberland and counties west of Highway 28, which includes the Town of Port Hope; the City of Cambridge and the County of Brant. The Local shall also have jurisdiction over the regional municipality of Niagara and over all bargaining units, locations, employers that were formerly covered by Local 681 C.U.B.S.M. which was amalgamated with Local 204 on September 1, 1992.

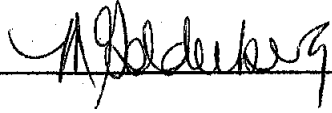
The local shall also have jurisdiction over the counties of Temiskaming, Sudbury, Nipissing, Cochrane, Parry Sound, Haliburton, Muskoka and Algoma County, West to Highway 108 and including the Town of Elliott Lake and Manitoulin Island and over all bargaining units, locations, employees that were represented by SEIU, Local 478 which was merged with Local 204 on April 1, 2000.

The local shall also have jurisdiction over the counties of Northumberland, Peterborough, Hastings, Prince Edward, Lennox and Addington, Frontenac, Leeds, Grenville, Dundas, Stormont, Glengarry, Prescott, Russell, Carleton, Lanark and Renfrew and over all bargaining units locations, employees that were formerly represented by SEIU, Local 663 which was merged with Local 204 on April 1, 2000.

This Local Union shall not have jurisdiction in any of the foregoing counties over any parimutuel employees or any other jurisdiction awarded to Local 528, nor shall it have jurisdiction over Sunnybrook Hospital or any area which has been given to Local 777.

DATED AT TORONTO THIS 20th DAY OF July 2005.

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING

BETWEEN

LEISUREWORLD INC. - ETOBICOKE

AND

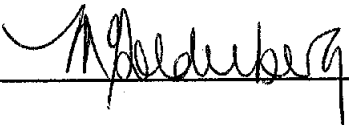
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N

RE: PARKING - ETOBICOKE

The parties agree to meeting during the term of the agreement through the Labour Management Committee to creatively endeavour to improve the parking situation at the facility.

DATED AT TORONTO THIS 20th DAY OF July, 2005.

FOR THE UNION



FOR THE EMPLOYER

