

98 Employees

Unit No. 111

COLLECTIVE AGREEMENT

BETWEEN

WOODS PARK CARE CENTRE

- AND -

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

FULL-TIME & PART-TIME
SERVICE UNIT

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INDEX

| ARTICLE | PAGE |
|--|------|
| Article 1 Purpose of Agreement | 1 |
| Article 2 Recognition | 1 |
| Article 3 Relationship | 2 |
| Article 4 Management Rights | 2 |
| Article 5 Grievance Committee and Steward | 3 |
| Article 6 Grievance Procedure | 3 |
| Article 7 Arbitration | 5 |
| Article 8 Management Grievances and Union Policy Grievances | 6 |
| Article 9 Discharge Grievance | 7 |
| Article 10 Negotiating Committee | 7 |
| Article 11 No Strikes or Lockouts | 8 |
| Article 12 Probationary Employees | 8 |
| Article 13 Seniority | 9 |
| 13.08 Lay-off and Recall | 10 |
| 13.09 Notice of Lay-off | 10 |
| Article 14 Bulletin Board | 12 |
| Article 15 Job Posting | 12 |
| Article 16 Leave of Absence | 13 |
| 16.04 Jury Duty | 14 |
| Article 17 Leave of Absence for Union Business | 14 |
| Article 18 Bereavement Leave | 15 |
| Article 19 Leave of Absence for Pregnancy | 15 |
| Article 20 Hours of Work | 16 |
| 20.08 Part Time Scheduling | 17 |
| 20.11 Splitting of Full Time Shifts | 18 |
| Article 21 Pay Day | 18 |
| Article 22 Reporting Pay | 18 |
| Article 23 Paid Holidays | 18 |
| Article 24 Vacations | 19 |
| Article 25 Wages | 21 |
| Article 26 Sick Leave | 21 |
| 26.08 Sick Leave Certificates | 22 |
| Article 27 Health and Welfare and Fringe Benefits | 23 |
| Article 28 Pension Plan | 23 |
| Article 29 General | 25 |
| Article 30 Union Security | 25 |
| Article 31 No Contracting Out | 26 |
| Article 32 Duration, Renewal and Termination | 26 |
| Article 33 Printing Collective Agreement | 27 |
| Article 34 Letters of Reprimand | 27 |
| Article 35 Labour - Management Committee | 27 |
| Schedule "A" | 29 |

| | |
|-------------------------------|----|
| Letter of Understanding | 31 |
| Letter of Understanding | 33 |
| Appendix "A" | 35 |
| Appendix "B"..... | 36 |
| Appendix "C" | 37 |
| Appendix " D" | 38 |

COLLECTIVE AGREEMENT

BETWEEN :

Woods Park Care Centre
hereinafter referred to as the "Employer"

AND :

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 204
Affiliated with S.E.I.U., A.F. of L., C.I.O., C.L.C.
hereinafter referred to as the "Union"

WHEREAS the Ontario Labour Relations Board did on the 4th day of November, 1976, certify the Union as the bargaining agent for certain employees of the Employer.

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE OF AGREEMENT

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. This Agreement shall be regarded as a complete and full statement of the relationship between the Employer and the Union.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all its employees at Al-Mar at Orillia and Woods Park Care Centre in Barrie, save and except registered nurses and graduate nurses, physiotherapists, occupational therapists, coordinators of activity, leisure and restorative care, chef, maintenance staff, supervisors, foremen, all persons above the rank of supervisor or foreman, and office and reception staff and students.

ARTICLE 3 - RELATIONSHIP

3.01 The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union, or because of his activity or lack of activity in the Union.

3.02 The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced against any person because of his race, creed, colour, nationality, ancestry, or place of origin.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the Nursing Home and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, and suspend employees; and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce, and alter from time to time, rules and regulations to be observed by the employees provided that the Employer shall first discuss proposed changes in the rules with the Union;
- (d) determine the nature and kind of business conducted by the Employer, the kinds of equipment and materials to be used, the control of materials, the methods and techniques of work, the content of jobs, the schedule of production, the number of employees to be employed, the extension, limitation or curtailment or cessation of operations or any part thereof; and to determine and exercise all other functions and prerogatives which

remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

4.02 Without limiting the generality of the foregoing provisions it is expressly understood and agreed that breach of any of the Nursing Home rules or any of the provisions of this Agreement shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee provided that nothing herein shall prevent an employee going through the Grievance Procedure to determine whether or not such breach actually took place.

ARTICLE 5 - GRIEVANCE COMMITTEE AND STEWARD

5.01 The Employer will recognize a Grievance Committee which shall consist of not more than three (3) employees selected by the Union known as Stewards, provided that no more than two (2) members of this Committee shall be present at any meeting with the Employer. All members of the Grievance Committee and all Stewards shall be regular employees of the Employer during their term of office, who have completed their probationary period.

5.02 The Union will inform the Employer in writing of the names of the Stewards and members of the Grievance Committee and of any subsequent changes in the names of any Steward or member of the Grievance Committee. The Employer shall not be asked to recognize any Steward or member of the Grievance Committee until such notification from the Union has been received.

5.03 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from their immediate supervisor. Stewards shall state their destination to their immediate supervisor and shall report again to him at the time of their return to work. The time shall be devoted to the prompt handling of grievances. The Employer reserves the right to limit such time if it deems the time so taken is excessive.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The parties to this Agreement are agreed that it is of utmost importance to adjust complaints and grievances as quickly as possible.

6.02 No grievance shall be considered which usurps the function of the management as set forth in this Agreement, or where the circumstances giving rise to it occurred more than three (3) days before the filing of the grievance. It is understood that an employee has no grievance until the matter has been referred to his immediate supervisor and an opportunity given to adjust the complaint.

6.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present his grievance in writing to his immediate supervisor within two (2) days following the discussion with the supervisor in Article 6.02. The grievance shall set out the article broken in the agreement, wherever possible. He shall have the assistance of his steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within two (2) days, the grievance may be presented as follows at any time within two (2) days thereafter.

Step No. 2

The aggrieved employee may present the grievance in writing to the administrator or his appointee, who shall arrange a meeting with the grievor within seven (7) days thereafter. He shall have the assistance of his steward if he so desires. At this conference both the grievor and the Employer may bring such other persons (including counsel) as they may desire. The Employer's answer shall be delivered within ten (10) days following this meeting.

6.04 If a settlement satisfactory to the employee concerned is not reached under Step 2, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, a grievance may be referred by either party to a Board of Arbitration as provided in Article 7 below at any time within ten (10) days after the decision in Step 2 is given. If no such request for arbitration is received within the time limits specified, then it shall be deemed to have been abandoned.

6.05 (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 Arbitration.

- (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 mediation.
- (e) The Mediator will have the authority to meet separately with either party.
- (f) If no settlement is reached with five (5) days following the Grievance Mediation meeting, the parties are free to submit the matter to arbitration within eight (8) days of the Grievance Mediation meeting 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.
- (g) The Union and Employer will share the cost of the Mediator, if any.

6.06 The time limits set forth under the provisions of this Article may be extended by the agreement of the parties, but otherwise shall be deemed to be mandatory, and Section 44(5) (a) of the Labour Relations Act shall not apply to this Agreement.

6.07 The time limits in Article 6, 7, 8 and 9 shall not include Saturdays and Sundays or paid holidays, but shall include all other calendar days.

ARTICLE 7 - ARBITRATION

7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure

outlined in Article 6, and which has not been settled, will be referred to a Board of Arbitration at the request in writing of either of the parties to this Agreement.

7.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third (3rd) person to act as chairman, chosen by the other two (2) members of the Board.

7.03 Within ten (10) days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

7.04 Should the two (2) members fail to agree on a third (3rd) person within seven (7) days of the notification mentioned in Section 7.03, the chairman shall be appointed by the Ontario Labour Management Arbitration Commission.

7.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties and upon all employees affected. If there is no majority, the Award of the chairman shall govern.

7.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.

7.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it, and of its own witnesses, and the parties will jointly bear the expenses, if any, of the chairman.

7.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 8 - MANAGEMENT GRIEVANCES AND UNION POLICY GRIEVANCES

8.01 It is understood that the Employer or the Union, as the case may be, may file with management, steward or a Union representative any complaint with respect to the conduct of the Union, its officers or stewards, or persons represented by it, or the Employer, as the case may be, arising out of the administration of this Agreement or arising out of its relationships with each other, or any complaint that a contractual obligation undertaken by the

Union or Employer has been violated, and that if such complaint by the Employer or Union is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and handled at Step 2 of the grievance procedure at a meeting between the Union and the Employer. If a settlement is not arrived at, the matter may be referred to arbitration in the same way as the grievance of an employee. No such grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) days before the filing of the grievance.

ARTICLE 9 - DISCHARGE GRIEVANCE

9.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

9.02 All such grievances shall be filed within three (3) days and replied to within seven (7) days from the date the employee is notified of his discharge. These time limits may be extended only by mutual agreement.

9.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

ARTICLE 10 - NEGOTIATING COMMITTEE

10.01 The Union may designate a Negotiating Committee for the purpose of negotiating amendments to this Agreement, or a new Agreement and such Committee shall consist of:

Two (2) regular employed employees, including a chief steward, when negotiating with management of this Employer.

10.02 It is agreed that full-time General Representatives of Local 204 shall act in addition to members of such Negotiating Committee.

10.03 The Nursing Home members of the Committee will be paid by the Employer for time spent during normally scheduled working hours in negotiations of this Agreement or its successor up to but not including arbitration.

ARTICLE 11 - NO STRIKES OR LOCKOUTS

11.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that, during the lifetime of this Agreement, there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

11.02 The Union further agrees that it will not involve any employee of the Employer or the Employer itself in any dispute which may arise between any other Employer and the employees of such other Employer, nor will it involve the employees in this bargaining unit in any dispute which may arise between this Employer and any of its other employees not in this bargaining unit.

ARTICLE 12 - PROBATIONARY EMPLOYEES

12.01 All new full-time employees shall be probationary employees for the first three (3) months of their employment and will have no seniority rights or health and welfare (and fringe benefits) during that period.

It is agreed that the dismissal or lay-off or failure to recall from lay-off of a probationary employee shall not be made the subject of a grievance.

12.02 All new part-time employees shall be probationary employees until they have worked five hundred and twenty (520) working hours in any twelve (12) month period and will have no seniority rights or health and welfare or fringe benefits during that period. If such probationary employee is laid off prior to completing five hundred and twenty (520) working hours in any twelve (12) month period and returns to employment within one (1) year of the date of lay-off, the employee shall be credited with the hours worked prior to the lay-off.

Effective January 1, 2003, change five hundred and twenty (520) to four hundred and eight (480).

12.03 Upon completion of her probationary period each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire.

ARTICLE 13 - SENIORITY

13.01 A full-time employee is one who regularly works more than twenty-four (24) hours per week.

13.02 A part-time employee is one who regularly works twenty-four (24) hours or less per week.

13.03 Seniority of full-time employees is the length of uninterrupted service he has with the employer and shall be computed from the date of last hire. Seniority shall be attained only after the employee concerned has finished his probationary period.

13.04 The seniority of a part-time employee is the length of uninterrupted service he has with the employer and shall be computed from the date of last hire. Seniority shall be attained only after the employee concerned has finished his probationary period. A part-time employee shall be deemed to have one (1) year of seniority for each one thousand nine hundred and fifty (1,950) hours actually worked.

13.05 There shall be separate seniority lists for part-time and full-time employees.

13.06 The employer shall supply the Union with a set of the two (2) seniority lists in January and July of each year, showing the employees' names and their seniority.

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

- (a) voluntarily resigns, retires or is discharged for just cause;
- (b) is on lay-off in excess of eighteen (18) months, and effective January 1, 2003, twenty (20) months;
- (c) is on absence occasioned by illness exceeding eighteen (18) months after exhaustion of sick leave credits and effective January 1, 2003, twenty (20) months after exhaustion of sick leave credits;
- (d) absence from work without leave of absence being granted, or an explanation being given satisfactory to the employer for an absence of three (3) working days.

- (e) is absent from work for more than twenty-four (24) months by reason of absence while on W.C.B.

13.08 Lay-off and Recall

Lay-offs which are anticipated to exceed one (1) working day and recalls after such lay-off shall be based upon the following factors:

- (a) Employees shall be laid off in reverse order of their seniority within the facility, provided that the remaining employees are fully qualified and willing to do the work which is available.
- (b) Employees shall be recalled in reverse order of layoff provided that such employees are fully qualified and willing to do the work which is then available.

It is understood that where the qualifications referred to in factor (b) above are relatively equal, seniority shall govern.

13.09 Notice of Lay-off

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

- (a) One (1) week's notice in writing to the employee if his or her period of employment is less than one (1) year;
- (b) Two (2) weeks notice in writing to the employee if his or her period of employment is one (1) year or more but less than three (3) years;
- (c) Three (3) weeks notice in writing to the employee if his or her period of employment is three (3) years or more but less than four (4) years;
- (d) Four (4) weeks notice in writing to the employee if his or her period of employment is four (4) years or more but less than five (5) years;

- (e) Five (5) weeks notice in writing to the employee if his or her period of employment is five (5) years or more but less than six (6) years;
- (f) Six (6) weeks notice in writing to the employee if his or her period of employment is six (6) years or more but less than seven (7) years.
- (g) Seven (7) weeks notice in writing to the employee if his or her period of employment is seven (7) years or more but less than eight (8) years.
- (h) Eight (8) weeks notice in writing to the employee if his or her period of employment is eight (8) years or more.
- (i) Nine (9) weeks notice in writing to the employee if his or her period of employment is nine (9) years, or more but less than ten (10) years.
- (j) Ten (10) weeks notice in writing to the employee if his or her period of employment is ten (10) years or more.

13.10 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 one (1) working day (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by direct conversation or by registered mail, addressed to the last address on the record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within five (5) working days after being notified. The notification shall state the job to which the employees eligible to be recalled and the date and the time at which the employees shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

13.11 Where the employee fails to notify the Employer or return to work in accordance with the provisions of Section 13.09, he shall lose all seniority and be deemed to have quit the employ of the Nursing Home.

13.12 In the event that a lay-off commences on the day immediately following the paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day in which the lay-off commenced.

13.13 .Where a permanent vacancy occurs when employees are on lay-off, it will be filled wherever possible and necessary with those employees that are on lay-off according to Article 13.09.

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

13.15 Where a part-time employee is transferred to a full-time position within the Bargaining Unit, he/she shall receive credit for seniority and service on the basis of one thousand nine hundred and fifty (1,950) hours paid equals one (1) year and vice-versa.

Part-time employees shall accumulate seniority and service on hours paid and shall so indicate on the seniority list as hours accumulated since the date of last hire.

ARTICLE 14 - BULLETIN BOARD

14.01 The Employer agrees to make available to the Union for the posting of seniority lists and Union notices, a bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union. It is agreed that no notice will be posted on the bulletin board without prior approval by the Administrator of the Home.

ARTICLE 15 - JOB POSTING

15.01 When any of the jobs in the Employer's premises become vacant on a permanent basis, the Employer will post a notice of the vacancy for a period of eight (**8**) calendar days on the bulletin board. The notice will contain the nature of the job, the qualifications required, and the rate of pay. **An** employee who wishes to be considered for the position so posted, shall signify his desire by submitting an application in writing to the Administrator.

15.02 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of his successful bid except with the Employer's permission.

15.03 Only the original vacancy shall be posted and all vacancies which may occur as a result of having filled the original vacancy shall be filled at the discretion of the Employer.

15.04 Any job which is vacant because of illness, accident, vacation, or leave of absence of less than six (6) months shall not be deemed to be vacant for the purpose of this Article.

15.05 If an employee is temporarily assigned to a higher rated job for one full shift or more, he shall receive the next highest rate for the new job group above his regular rate for the time so assigned.

15.06 The time limits referred to in this article shall be counted in the same manner as under paragraph 6.06.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The Employer may grant to an employee a leave of absence without pay if the employee so requests it in writing provided that such leave shall be for a personal reason, and shall not result in undue inconvenience to the normal operations of the Home.

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

- (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 other than an absence under the maternity provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement 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 during the maternity leave required by statute or for a period of one year if an employee's absence is due to a disability resulting in W.C.B. benefits.

(d) Benefits/Workers' Compensation Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workers' Compensation if the employee continues their contributions towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Workers' Compensation shall continue for up to twelve (12) months following the date of the injury.

16.03 Employees who are on leave of absence will not engage in gainful employment while on such leave, without the consent of the Employer and if an employee does engage in gainful employment while on such leave of absence, he may be subject to discharge.

16.04 Jury Duty

If an employee is required to serve as a juror or subpoenaed to attend a court of law as a Crown witness he shall not lose any pay provided that the amount paid to him for such service or attendance exclusive of mileage and meal allowance is promptly repaid by him to the Employer. The employee shall present proof of service, payment and attendance, and shall notify his immediate supervisor immediately upon his notification that he will be required to attend court.

ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS

17.01 Upon written request received at least one (1) month in advance (or longer if possible), leave of absence, without pay and without loss of seniority, will be granted to not more than two (2) employees, selected or appointed, to attend Union conventions or conferences for an aggregate of not more than twenty-four (24) days in any calendar year. Not more than one employee shall be given such leave of absence from any one department at the same time.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 In the event of death in the immediate family of an employee covered by this Agreement, the Employer agrees to grant time-off with pay for any absence up to a period of three (3) days between the date of death and the date of the funeral. Immediate family shall mean spouse, mother, father, guardian, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, and grandchild. In the event additional time is needed, it may be granted without pay.

The employee shall not be entitled to receive any pay for any day upon which the employee would not otherwise have been scheduled to work for the Home. Payment will be based upon the employee's straight time and hourly rate exclusive of premiums.

ARTICLE 19 - LEAVE OF ABSENCE FOR PREGNANCY

19.01 Leave of absence of seventeen (17) weeks for pregnancy leave and eighteen (18) weeks for parental leave will be granted in accordance with the Employment Standards Act. Such leave shall be without pay and shall be subject to the following conditions:

- (a) Seniority, service and any other applicable benefits will accrue during the period of the leave of absence. An employee will be permitted to continue her hospital and medical coverage during the leave of absence provided that arrangements are made with the Employer prior to the commencement of her leave.
- (b) The employee shall give the Employer at least two (2) week's notice of her intention to return to work. She shall return to the same position or a comparable one.

Where the employee has advised the Employer of her anticipated date of return and later finds she can return to work at an earlier date she shall advise the Employer of that earlier date at least four (4) weeks in advance.

- (c) Upon return to work she shall be credited immediately with the seniority which she has accumulated commencing with the day on which her leave of absence began, and all benefits which depend on that seniority.

- (d) The Employer may require on medical grounds that the leave of absence shall begin on a date earlier than that requested by the employee, and the employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.
- (e) An employee who is unable to return to work upon the expiration of her leave of absence shall be granted the first vacancy for which she is qualified in the opinion of the Employer subject to the prior right of an employee in active employment who has made an application for such vacancy under the provisions of Article 15 of this Agreement.
- (f) Such absence is not an illness and credits from the cumulative sick leave plan cannot be used. It is understood that any sick leave plan does not apply to part time employees.

ARTICLE 20 - HOURS OF WORK

20.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

20.02 The regular hours of work for full time employees shall be seven and one half (7 1/2) hours per day, not including a one half hour (1/2) unpaid meal break, thirty-seven and one half (37 1/2) hour per week, and seventy-five (75) hours in a two (2) week pay period.

Notwithstanding the foregoing, it is agreed that the hours of work of a full time employee may regularly be less than thirty-seven and one-half (37 and %) hours per week, but more than twenty-four (24) hours per week.

20.03 Time worked at the request of the Employer, for all employees, in excess of seven and one half (7 1/2) hours per day, or seventy-five (75) hours in a two (2) week pay period, shall be counted as overtime, and will be paid for on the basis of time and one half (1 1/2) the employee's regular rate of pay.

20.04 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 (time and one-half) by mutual arrangement.

20.05 A paid fifteen (15) minute rest break shall be given to full time employees in each half of each shift at a time to be determined by the Employer. Part-time employees shall be entitled to a paid, rest period of fifteen (15) minutes for each three and three-quarters (3 and $\frac{3}{4}$) hours of work during their shift at a time to be determined by the Employer. Employees shall be ready to commence work promptly at the end of the break.

20.06 Time schedules shall be posted at least two (2) weeks in advance of their taking effect. Once posted, employees' work schedules shall not be altered without the mutual agreement of the supervisor and the employee(s) concerned, provided in respect of a shift change requested by employees concerned and approved by the supervisor, the Employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which may accrue or arise consequent upon such an exchange of shifts.

20.07 In the case of departments where employees are required to rotate on the day, evening and/or night shift, the Home will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change over of shifts.

20.08 Part Time Scheduling

- (a) Part time employees shall be scheduled by seniority provided senior employees possess the necessary qualifications and ability to perform the normal requirements of the job.
- (b) Additional unscheduled part time hours shall be allotted by seniority, provided senior employees possess the necessary qualifications and ability to perform the normal requirements of the job.

20.09 There shall be no pyramiding of overtime.

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

20.11 Splitting of Full Time Shifts

Where a full time employee's hours are reduced at the initiative of the Employer the Employer will not replace the reduced hours with additional part time hours; subject to the lay off and recall provisions of the Collective Agreement.

Note: Employees of Sweetbriar as of February 1, 1999 and employees of Al-Mar who live outside of the City of Barrie and who commence to work at Woods Park immediately following working at Sweetbriar or Al-Mar and who continue to live outside the City of Barrie will not be required to or be scheduled for shifts of less than six (6) hours duration.

ARTICLE 21 - PAY DAY

21.01 A pay day shall be every other Thursday, by direct deposit to the local bank identified in writing by the employee. When a paid holiday interferes with the normal payroll procedures the, " pay day" may be the Friday following the normal Thursday pay day. A Statement of all items on pay slips shall be clearly defined.

ARTICLE 22 - REPORTING PAY

22.01 If an employee reports to work at the regularly scheduled time for his or her shifts, he or she will be entitled to a minimum of four (4) hours pay at not less than his or her regular rate, unless previously notified by the Employer, to the contrary, either orally or by notice on the bulletin board or by message left at the employee's residence provided that, if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign; provided further that this section shall not apply in case of labour dispute or emergency such as fire or power shortage which prevent the operation of the Home, nor shall it apply to employees returning to work without notice of absence.

ARTICLE 23 - PAID HOLIDAYS

23.01 The following days are recognized holidays with pay under this Agreement for all employees who have completed their probationary period:

| | |
|--------------------------|---------------|
| New Year's Day | Good Friday |
| Third Monday in February | Dominion Day |
| Victoria Day | Labour Day |
| Civic Holiday | Christmas Day |
| Thanksgiving Day | Boxing Day |
| Float Holiday* | |

23.02 In order to qualify for holiday pay, an employee must work:

her last full-scheduled shift immediately preceding and her full-scheduled shift immediately following the holiday, unless excused from doing so by the employer, and be at work at least twelve (12) days during the four(4) weeks immediately preceding a public holiday. Where an employee who qualifies for holiday pay is required to work on a public holiday.

The employee shall receive pay for each hour worked not less than one and one half (1 ½) her regular rate, in addition to the regular wages for the Paid Holiday.

23.03 **An** employee who does not qualify for holiday pay under paragraph 23.02 for a paid holiday must be paid at least time and one half the employee's regular rate for each hour worked on a recognized holiday as set out in Article 23.01.

23.04 *The float holiday, shall be granted on the following basis. The Employer is to be notified two (2) weeks prior to the date selected, and the request is to be made before the schedule is posted. In the event that more than one request is made for a date, and only one person may have the day, approval will be granted on the basis of seniority. Failure to request will result in an assignment. The holiday must not be connected to an existing holiday.

ARTICLE 24 - VACATIONS

24.01 All employees who have been employed by the Employer less than one (1) year prior to June 30th in any year shall receive vacation with pay in an amount equal to four per cent (4%) of their earnings up to the 30th of June in that year.

24.02 A full-time employee who has been employed by the Employer for more than one year by June 30th in any year shall be entitled to two (2) weeks' vacation at a time or times determined by the Employer and shall be paid as vacation pay four per cent (4%) of

his earnings for the twelve (12) months preceding June 30th of the current year. .

24.03 A full-time employee who has been employed by the Employer for more than four (4) years in any year shall be entitled to three (3) weeks' vacation pay at a time or times determined by the employer and shall be paid as vacation pay six (6) per cent of his earnings from his anniversary date.

24.04 A part-time employee who has been employed by the Employer for more than 7800 hours in any year shall receive vacation with pay in an amount equal to six (6) per cent of his earnings from his anniversary date.

24.05 A full-time employee who has been employed by the Employer for more than eleven (11) years in any year shall be entitled to four (4) weeks' vacation pay at any time or times determined by the Employer and shall be paid as vacation pay eight (8%) percent of his earnings from his anniversary date.

24.06 A part-time employee who has been employed by the Employer for more twenty one thousand four hundred and fifty (21,450) hours paid from the last date of hire in any year shall receive vacation with pay in the amount equal to eight (8%) percent of his earnings from his anniversary date.

24.07 A full time employee who has been employed by the Employer for more than fifteen (15) years in any year shall be entitled to five (5) weeks vacation pay at any time or times determined by the Employer and shall be paid as vacation pay ten (10%) percent of his earnings from his anniversary date.

24.08 A part time employee who has been employed by the Employer for more than twenty-nine thousand, two hundred and fifty (29,250) hours paid from the last date of hire in any year shall receive vacation pay in the amount equal to ten (10%) percent of his earnings from his anniversary date.

24.09 A full time employee who has been employed by the Employer for more than twenty-seven (27) years in any year shall be entitled to six (6) weeks vacation pay at any time or times determined by the Employer and shall be paid as vacation pay at twelve (12%) percent of his earnings from his anniversary date.

24.10 A part time employee who has been employed by the Employer for more than fifty-two thousand, six hundred and fifty (52,650) hours from the last date of hire in any year shall receive vacation pay in the amount equal to twelve (12%) percent of his earnings from his anniversary date.

24.11 Employees will be requested to record their vacation schedule preference on a sheet to be posted from March 1 to April 1 of each year. Approved vacation schedule shall be posted by April 15 annually.

24.12 Prior to leaving on vacation, an employee shall be notified of the date and time on which to work following vacation.

24.13 The Employer shall give every consideration to the preference of employees, in accordance with their seniority, as to which time an employee desires his vacation. The final rights to determine vacation time is vested in the Employer to ensure efficient operation of the Home.

24.14 Vacation pay shall be paid to an employee on the pay day immediately prior to the commencement of his or her vacation.

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

ARTICLE 25 - WAGES

25.01 Schedule "A" attached hereto is hereby made a part of this Agreement.

ARTICLE 26 - SICK LEAVE

26.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the basis hereafter set forth.

26.02 Any employee absenting himself on account of personal illness must notify the Employer on the first day of illness before the time he would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable may result in

loss of sick leave benefits for that day of absence. The illness is to be reported to the nurse in charge and an indication given as to how long he will be absent from work. On the day he is ready to return to work, the employee is to notify the Nursing Home. Should the length of illness be different than originally reported, the employee is to keep the Home so advised.

26.03 Full-time seniority employees who have successfully completed three (3) months of continuous employment shall thereafter be allowed sick leave in the amount of one (1) day per month accumulated to a total of thirty (30) days, effective July 1, 1997.

26.04 Absence for injury payable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.

26.05 When an employee draws unemployment insurance benefits while off sick, he will not be entitled to draw sick leave pay.

26.06 **An** employee shall be required to produce proof of sickness in the form of a medical certificate for any absence of more than three (3) days' duration and may be required to produce such certificate for any absence for which sick leave is claimed.

26.07 Full-time seniority employees who have sick leave credits, absent on a short-term illness of two (2) days or less duration, shall be paid for the first three (3) such illnesses in any calendar year; for succeeding illnesses of two (2) days' duration or less in any calendar year, employees shall not be paid. If on the succeeding illness employees are off for two (2) days or more, then payment for sick leave shall commence on the third day and shall continue as long as credits are available.

26.08 Sick Leave Certificates

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 to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

ARTICLE 27 - HEALTH AND WELFARE AND FRINGE BENEFITS

27.01 The following benefits are:

- (a) A uniform allowance of seven (7) dollars per month for full-time seniority employees and five (5) cents per hour worked for part-time seniority employees to be paid by the Employer.
- (b) A Life Insurance Plan with coverage of \$10,000 per employee is to be implemented for all seniority employees. The Employer to pay one hundred (100%) per cent of the premium.
- (c) The Employer to pay a hundred (100%) per cent of the premium cost of a Blue Cross Extended Health Care Plan or equivalent, \$10.00/\$20.00 deductible no co-insurance for all full-time seniority employees.
- (d) The Employer to pay fifty (50%) per cent of the premium cost of a Vision Plan coverage which will include maximum \$120.00 every (24) twenty four months.
- (e) Part-time seniority employees shall receive 15 cents per hour in lieu of benefits not elsewhere covered by the agreement.
- (f) Semi Private

The Employer will pay seventy-five percent (75%) of the premium cost of Blue Cross Semi Private Hospital coverage.

ARTICLE 28 - PENSION PLAN

Section .01

Commencing January 1, 1990 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to two percent (2%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan") for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being two percent (2%) of applicable wages.

Section .02

Commencing January 1, 1991 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Section .03

The definition of "applicable wages" for purposes of determining contributions to the Nursing Homes and Related Industries Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

Section .04

Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed 975 hours of service.

Section .05

The Employer and Employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.

Section .06

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

Section .07

The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan on a timely basis with all information required pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

ARTICLE 29 - GENERAL

29.01 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Management.

29.02 Where the Employer requires an annual physical examination it will pay for the cost of the Doctor's Certificate.

ARTICLE 30 - UNION SECURITY

30.01 It is mutually agreed that an opportunity will be made for a Union representative to interview each new employee who is not a member of the Union once during the third calendar month 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 ten (10) minutes.

30.02 All employees covered by this Agreement who have completed three (3) calendar months of employment shall as a condition of employment pay Union dues. The Employer shall deduct from the employees pay each month, whatever sum may from time to time be authorized by the Union as regular monthly dues. The Employer shall remit the same to the Treasurer of the Union before the 25th of the month for which the deductions are made. The said sum shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union, and the sums so deducted from non-members of the Union, shall be treated as their contribution towards the expenses of maintaining the Union. The Employer shall, when remitting such dues, name the employees alphabetically from whose pay such deductions have been made and also the names of any employees who have left the employment of the Employer since the last payment.

30.03 The Employer agrees to show on the annual Department of National Revenue T4 Form, Statement of Remuneration Paid, for each employee in the bargaining unit, the total amount of Union dues deducted for that employee for the previous calendar year, for income tax purposes.

ARTICLE 31 - NO CONTRACTING OUT

31.01 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.

31.02(a) 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.

(b) Notwithstanding 31.02(a), it is agreed that the following supervisory positions are working position and not subject to 31.02 (a):

Retirement Home Manager
Chef
Assistant Director of Care
Housekeeping Supervisor

In the event a working supervisor regularly works more than 7 and ½ hours per shift shall not directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

The Employer will endeavor to schedule full time employees to have fifty (50) percent of weekends off per calendar year. Failure to so schedule, shall not be a breach of the collective agreement and not be the subject of a grievance.

31.03 In the event the Employer plans to change a vacant full-time position into a part-time position, it will advise the Union and discuss its plans with them.

ARTICLE 32 - DURATION, RENEWAL AND TERMINATION

32.01 This Agreement shall remain in full force and effect until the 30th day of June, 2003 and shall continue to be in full force

from year to year thereafter unless in any year within the ninety (90) days before the date of its termination either party shall furnish the other with notice of termination or of proposed revisions of this Agreement.

ARTICLE 33 - PRINTING COLLECTIVE AGREEMENT

33.01 It is agreed that the Employer will pay fifty (\$50.00) dollars towards the cost of printing the Collective Agreement.

ARTICLE 34 - LETTERS OF REPRIMAND

34.01(i) All verbal and written warnings, excluding suspensions, shall be removed from an employees discipline record after a twenty-four (24) month period during which there is no discipline of a similar nature.

(ii) Having provided a written request to the Administrator at least one (1) 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.

ARTICLE 35 - LABOUR - MANAGEMENT COMMITTEE

35.01 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 collective agreement, the following shall apply:


Two representative of the Employer and the Union, or such other number of representative of each party as mutually agreed, shall meet quarterly unless otherwise agreed to a time and place mutually satisfactory. A request for such meeting will be made in writing at least one week prior to the date proposed and accompanied by an agenda of matters 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. Without limiting the generality of the foregoing, suitable subjects for discussion will include orientation and aggressive residents.


An employee who is a representative of the Union who attends such meeting shall be paid for wages lost from regularly scheduled hours. An SEIU Union representative or an Employer representative may attend.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this day of January 2002.

WOODS PARK CARE CENTRE
Orillia, Ontario

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204,
Affiliated with the
S.E.I.U., A.F.L., C.I.O.,
C.L.C.





DE/WS

SCHEDULE "A"

| Classification | July 1 1999 | July 1 2000 |
|----------------------|----------------|----------------|
| R.P.N. | | |
| Start | 14.17 | 14.31 |
| 1 year | 14.59 | 14.74 |
| 2 years | 14.99 | 15.14 |
| Nurses Aide | | |
| Start | 13.36 | 13.49 |
| 1 year | 13.58 | 13.72 |
| 2 years | 13.74 | 13.88 |
| Dietary Aide | | |
| Start | 12.84 | 12.97 |
| 1 year | 12.96 | 13.09 |
| 2 years | 13.62 | 13.76 |
| Housekeeping/Laundry | | |
| Start | 12.00 | 12.12 |
| 1 year | 12.24 | 12.36 |
| 2 years | 12.44 | 12.56 |
| Cook | | |
| Start | 13.72 | 13.86 |
| 1 year | 13.88 | 14.02 |
| 2 years | 14.12 | 14.26 |
| H.C.A. | | |
| Start | 13.58 | 13.72 |
| 1 year | 13.74 | 13.88 |
| 2 years | 13.94 | 14.08 |
| Potwasher | | |
| Start | 9.54 | 9.64 |
| 1 year | 9.94 | 10.04 |
| 2 years | 10.34 | 10.44 |
| Guest Attendant | | |
| Start | 10.86 | 10.97 |
| 1 year | 11.26 | 11.37 |
| 2 years | 11.66 | 11.78 |

- (a) Effective July 1, 2001, the rates in the column entitled July 1, 2000, shall be increased by
 - (i) the percentage increase awarded by the arbitrator for the central SEIU nursing home sector for the year 2001; or
 - (ii) the percentage increase negotiated by the parties to the central SEIU nursing home sector collective agreement, whichever is appropriate.
- (b) Effective July 1, 2002, the above rates effective July 1, 2001 shall be increased as above in clause (a).
- (c) The wage rates for Al-Mar Laundry employees employed as of May 12, 1999, shall be grandfathered at the rates as of May 12, 1999. For greater clarification, said employees will receive the percentage increases as above.

Employees until they attain seniority, shall receive ten cents (10 cents) per hour less than the start rate provided above.

LETTER OF UNDERSTANDING

PENSION

The information pursuant to 28.07 of the collective agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

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

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, at the expense of the Plan, unless the Employer is obligated by law to provide the information.

For further specificity, the items required for each eligible employee by article 25.07 of the agreement are:

A. To be provided once only at Plan commencement:

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

B. To be provided with each remittance:

Name
Social Insurance Number
Monthly Remittance

C. To be provided once, and if status changes:

Address as provided to the Home
Termination date when applicable

D. To be provided once if they are readily available:

Gender

Marital Status

LETTER OF UNDERSTANDING

PENSION

It is understood and agreed that the Union will undertake the responsibility for establishing and managing the Nursing Homes and Related Industries pension plan (hereinafter called the "Plan") and the Employer's obligation is solely limited to making contributions and deductions in accordance with the Collective Agreement and forwarding these to the Plan.

The conditions precedent to the Employer listed above agreeing to participate in the Plan established by the Union are as follows:

1. The Union will not propose any change in the employees' or Employer's contribution earlier than January 1, 1995.
2. The Employer has no responsibility under current legislation to fund any deficit which may arise in a multi-employer Pension Plan. Furthermore the parties have agreed to assert this in a Letter of Understanding (Appendix A) to be appended to the current Collective Agreement. The Union further agrees by Letter of Understanding (Appendix B) to be appended to the current Collective Agreement that if legislation or applicable regulations are changed to the extent that the Employer's obligation to contribute to the Plan exceeds the amount specified in the current Collective Agreement, they will meet directly with the Employer to finalize methods to relieve the Employer of this increased obligation, to the extent that any such obligation exceeds that which the Employer would have if the Plan were a defined contribution plan.
3. The Union through a Letter of Understanding (Appendix C) agrees that actuarial valuations and fund performance statements are to be provided to the Employer as they become available to the Union or as required by law whichever is more frequent. The Union appointed Trustees shall ensure that investment of the funds is made in accordance with applicable legislation.
4. The Employer shall provide to the Trustees of the Plan the basic information which the Trustees require to enrol the employees of the Employer in the Plan. Such basic information shall include the age, sex, start date of employment, wage rates, period of service and similar information. The information may be provided by the Employer in the form

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

5. Administrative costs of the Plan incurred in the operation of the Plan shall be paid by the Plan.

This memorandum is deemed to be part of the Plan and need not be renewed with each succeeding collective agreement. It is understood that condition 1 will expire on December 31, 1995.

DATED this 25th day of January 2002.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

J. Payne

Debra Elliott

APPENDIX "A"

LETTER OF UNDERSTANDING

The Union and Employer understand and agree that under current pension legislation and/or regulations the Employer has no requirement to fund any deficit in the plan but is required to contribute only that amount as required by the Collective Agreement then in force between the parties.

DATED this 25th day of January 2002.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

APPENDIX "B"

LETTER OF UNDERSTANDING

It is understood and agreed by the Parties that should the current pension legislation and/or regulations be changed to the extent that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the Parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligation exceeds that which the Employer would have if the Plan were a defined contribution P.

DATED this 25th day of January 2002.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

J. Payne

Debra Elliott

APPENDIX "C"

LETTER OF UNDERSTANDING

The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.

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

DATED this 25th day of January 2002.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

[Signature]

[Signature]

APPENDIX "D"

LETTER OF UNDERSTANDING

BETWEEN

WOODS PARK CARE CENTRE
(the " Woods Park")

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(the " Union")

RE: Pay Equity

The parties agree that the wages contained in this Collective Agreement satisfy the requirements pursuant to the Pay Equity Act.

Should funding for pay equity at Woods Park be provided by the government, the parties agree to negotiate how such funding should be allocated.

DATED at *Orillia* this *25th* day of *January* 2002.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

J. Payne

Debra Elliott

