

RECEIVED AUG 18 2005

COLLECTIVE AGREEMENT

-between-

CARVETH NURSING HOME LIMITED

(hereinafter referred as to the "Employer")

-and-

STEELWORKERS LOCAL 1-1000

(UNITED STEELWORKERS)

FORMALLY KNOWN AS

I.W.A. - CANADA, LOCAL 1000

(INDUSTRIAL, WOOD AND ALLIED WORKERS OF CANADA)

(hereinafter referred to as the "Union")



September 16, 2003 to September 15, 2007

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ARTICLE - 1 - PREAMBLE

- 1.01** The purpose of this agreement is to allow for the parties to establish and maintain harmonious labour relations and allow for the orderly method of setting complaints which may arise under this agreement while also ensuring that the enterprise provides quality care for its residents.
- 1.02** **Feminine/Masculine, Singular/Plural Pronouns**
Wherever the feminine pronoun is used in this Agreement it includes the masculine pronoun and vice versa where the context so requires. Wherever the singular pronoun is used in this Agreement it includes the plural pronoun and vice versa where the context so requires.
- 1.03** Unless otherwise specified "days" means "work days", Saturdays, Sundays and holidays are excluded.

ARTICLE - 2 - BARGAINING UNIT JURISDICTION

- 2.01** The Employer recognizes the Union duly certified by the Ontario Labour Relations Board since September 16, 2003 as the sole and exclusive Bargaining Agent for all the employees of the Carveth Nursing Home Limited in the Municipality of Gananoque, save and except supervisors, persons above the rank of supervisor, Registered and Graduate Nurses, office, clerical and sales staff, and students employed during the summer school vacation period.
- 2.02** Employees excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly result in the layoff or reduction in hours of work of an employee in the bargaining unit or prevent the recall of an employee who has been on layoff and is entitled to be recalled to work in accordance with the collective agreement.
- 2.03 Full-Time Employee**
A full-time employee is define as an employee who is regularly scheduled to work sixty (60) or more hours bi-weekly, exclusive of unpaid meal breaks.
- Part-Time Employee**
A part-time employee is define as an employee who is regularly scheduled to work less than sixty (60) hours bi-weekly, exclusive of unpaid meal breaks.
- 2.04 Temporary Employee**
A temporary employee is an employee hired to perform a specific tasks or project or is hired for a defined term not to exceed twenty (24) months in duration.

A temporary employee does not accrue seniority or service and is not eligible for participation in the benefit plans. The termination of a temporary employee at the end of the tasks or project or at the end of the defined term is not subject to the layoff/recall provisions, nor is such termination subject to the grievance or arbitration procedure.

2.05 Report Time

The parties agree that the exchange of information in respect of resident and building condition is an important function in the delivery of proper resident care. Accordingly, it is agreed that employees will make reasonable effort to be available for a short time, to a maximum of ten (10) minutes prior to the commencement of each shift for the purpose of report. Such report time will not be paid time.

ARTICLE - 3 - STRIKE, SLOWDOWN, LOCK-OUT

3.01 The Union agrees that there shall be no strikes and the Employer agrees that there will be no lockouts during the term of this Agreement.

3.02 The definitions of the terms “lockout” and “strike” shall be as defined in the Ontario Labour Relations Act, as it may be amended from time to time.

ARTICLE - 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

4.01 The Union agrees that it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function:

- a) to determine and establish standards and procedures for the service, care, welfare, safety and comfort of the clients of the facility;
- b) to maintain order, discipline and efficiency, and to make, alter, and enforce reasonable rules and regulations to be observed by employees; to direct and control the work of the employees, determine the amount of supervision necessary, the hours of work, the scheduling of employees, combining or splitting up of departments and work schedule, and the number and classification of staff required at any one time;
- c) to hire, classify, direct, promote, demote, transfer, layoff, discipline, direct, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause; provided that a claim of discriminatory transfer, promotion, demotion of classification, or a claim that an employee who has completed her probationary period, has

been discharged, suspended or disciplined without just cause, may become the subject of a grievance and dealt with as hereinafter provided.

- d) To determine the services to be rendered, the methods and work procedures to be observed, the kinds and locations of machines, tools, instruments and equipment to be used.

The Employer agrees to exercise its rights in a manner consistent with this agreement.

ARTICLE - 5 - UNION SECURITY

- 5.01 a)** All employees are required to acquire and maintain membership in the Union as a condition of continued employment.
- b)** New employees will become Union members upon completion of their probationary period.
- 5.02 a)** Employees will pay their Union initiation fee, monthly dues and assessments through payroll deductions which will be made by the Employer and remitted to the Union's Financial Secretary by the 15th of the month following the month in which the deductions are made. With each remittance the Employer will include an itemized statement showing each employee's name in full, listed in alphabetical order, individual amounts and the total.
- b)** The amount of monthly dues, fees, assessments and any changes thereto, will be certified in writing by the Union. Regular monthly dues will be divided and deducted according to regular pay periods. Any deductions which are missed will be made up the next pay period.
- 5.03** The Union will accept full responsibility in respect of any claims or liability, arising out of the correct application of this article.
- 5.04** The Employer will insert the amount of regular monthly dues, exclusive of initiation fee and assessments, on each employee's T-4 slip.
- 5.05** The parties will equally share the cost of printing sufficient copies of the collective agreement in a mutually acceptable form, for distribution to the employees.

- 5.06** The parties agree that there shall be no discrimination, interference, intimidation, restriction or coercion exercised or practised with respect to any person employed by the employer on account of membership or non membership in any trade union or association or because of activity or non activity in the union or by reason of exercising her rights in good faith under the Collective Agreement.
- 5.07** The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.08** It is agreed that there will be no discrimination as defined by and as prohibited by the Ontario Human Rights Code by either party or any of the employees covered by this Agreement. The parties agree to abide by the Ontario Human Rights Code.

ARTICLE - 6 - UNION REPRESENTATION

- 6.01** No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer in writing with the names of its Stewards, representatives, and committee members, and subsequent changes. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 6.02 a)** The Union will be represented by a Committee comprised of up to three (3) Stewards, one (1) of whom shall be the Chairperson of the Union Committee. The Union will endeavour to have one (1) Steward selected from the Retirement Home, and one (1) Steward selected from the Nursing Home. The Union will further endeavour to have one (1) Steward from the Part Time employee group, and one (1) Steward from the Full Time employee group. The Union will endeavour to ensure that at least one (1) Steward shall be from a department other than the Nursing department.
- b)** Stewards will be selected by the Union amongst employees of the employer who have completed their probationary period.
- c)** Alternate Stewards may be selected in the same manner as the need arises for temporary replacement of regular Stewards.

- d) Stewards and Committee members shall be paid their regular straight time hourly rate of pay for all time lost from their regularly scheduled hours of work due to attendance at a grievance meeting directly with the Employer up to, but not including, the arbitration stage.

6.03 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.

Two (2) Committee Members and the Union Chairperson and an equal number of employer representatives shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one week prior to the date proposed and will be 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.

Representatives attending such meeting shall be paid at her straight time hourly rate of pay for all regularly scheduled hours of work lost due to attendance at such meetings. An I.W.A. representative may attend as a representative of the Union and an Employer corporate representative may attend as a representative of the Employer. Meetings will be held quarterly unless otherwise agreed.

6.04 Bargaining Committee

The Employer will recognize a Union bargaining committee consisting of the Union Chairperson and two (2) Stewards for the purposes of negotiating the renewal of this Agreement. The employee members must have completed their probationary period.

Employee's on the bargaining committee will be paid by the Employer at their straight time hourly rate of pay for all regularly scheduled hours missed due to attendance in direct negotiations with the Employer up to and including conciliation, but not thereafter.

6.05 Paid Education Fund

Effective the last day of the Collective Agreement the Employer agrees to make a payment to the Union's Education Fund in the amount of two hundred and fifty (\$250.00) dollars. Such contributions shall be sent by separate cheque.

- 6.06** The Union acknowledges that the Union Stewards Committee and members have their regular duties and responsibilities to perform for the Employer. However, if it is necessary for a Union Steward or Committee members to leave

her work to attend to Union business she may leave her work without loss of pay for her regular scheduled hours of work to attend to Union business on the following conditions:

- a) All such business will be handled in a prompt manner.
- b) The employee concerned shall obtain the permission of her Supervisor or designate, provided that such permission shall not be unreasonably withheld. Upon completion of her business, she will report to her supervisor or designate as applicable, and then return to her regular duties;
- c) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

6.07 The Union shall have the right at any time to have the assistance of representatives of the I.W.A. when meeting directly with the Employer or the Employers designate. Such representative(s) shall obtain permission from the Employer in order to have access to the premises and such permission shall not be unreasonably denied.

ARTICLE - 7 - HEALTH AND SAFETY

7.01 The Employer and the Union agree that they mutually desire to cooperate in maintaining adequate standards of safety and health in order to prevent injury and illness. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices. To this end:

- a) The Employer and the Union shall establish and maintain a joint Health and Safety Committee and will ensure compliance with the provisions of the of Occupational Health and Safety Act.
- b) The joint Health and Safety Committee shall include one (1) member selected from the union membership. The Employer agrees to pay for the member's time spent in such meetings in accordance with the Occupational Health and Safety Act.

7.02 Any safety device, equipment or clothing that an employee is required to wear or use, will be provided by the Employer free of charge. The employee is responsible for their proper and reasonable use of such clothing and equipment.

ARTICLE - 8 - INJURY AT WORK

- 8.01** An employee injured at work shall be paid for her usual rate in full for the day of the accident if she is unable to resume work and does not receive pay from the Worker's Safety and Insurance Board (W.S.I.B.) for the day in question.
- 8.02** At the time an injury occurs, the 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.
- 8.03** The Union agrees to fully cooperate with the Employer in any attempts to achieve an early return to work for injured employees.

ARTICLE - 9 - BULLETIN BOARDS

- 9.01** The Employer agrees to provide two (2) bulletin boards, one (1) between the door way leading to the in the employee's staff room and the stairwell, and one (1) on the Retirement Home Office for the posting of Union notices and bulletins. Such notices shall be provided to the Administrator for his signature prior to posting and shall likewise be initialled and dated by the Union Chairperson, or designate.

The Employer will replace current boards with a locked board supplied by the Union.

ARTICLE - 10 - GRIEVANCE PROCEDURE

- 10.01** A grievance shall be defined as any difference or dispute between the Employer and any employee or the Union relating to the interpretation, application or administration of this Agreement, and an allegation that this Agreement has been violated. It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible. Accordingly, all complaints and grievances shall be taken up in the follow manner;

Step 1

An employee having a grievance shall refer it verbally to her immediate Supervisor within seven (7) working days of the actual occurrence leading to the complaint. The Supervisor shall endeavour to settle the matter within two (2) working days.

Step 2

Failing settlement at Step 1, the employee may refer the written grievance within a further ten (10) working days to the Administrator or designate. The written grievance shall clearly set out the provision(s) of the collective agreement which are alleged to have been violated, and the specific remedy sought.

If the grievance cannot be readily settled to the satisfaction of the parties, the Administrator or Director of Nursing designate shall meet with the grievor and the Union Grievance Committee within seven (7) working days of the submission of the grievance, or within such time frame as may be extended by mutual agreement of the parties. It is understood that such meeting the Employer may have counsel or assistance as it may desire and an I.W.A. Union Representative may also be present. The Employer shall give its written reply within seven (7) working days of the meeting.

Failing settlement at Step 2, under the foregoing procedure, the grievance may be referred to arbitration by either party within twenty-one (21) working days after the decision has been given at Step 2, in accordance with the procedure set out below.

10.02 Group Grievance

Where a number of employees have identical grievances, they may present a group grievance within the same time limits prescribed for an individual grievance.

The grievor's names must be listed on or attached to the grievance form. Should such grievance be referred to Arbitration the matter shall be adjudicated as a group grievance.

The subject matter of a group grievance shall not form the basis of an individual grievance and vice versa. If a group grievance is filed, then it is agreed that individual grievances will not also be filed, and vice versa.

10.03 Policy Grievance

The Union and the Employer shall have the right to file a written grievance based on a allegation of a misinterpretation or allege contravention of the Agreement within ten (10) working days of the occurrence giving rise to the grievance. The Union may not file a grievance regarding any matter upon which an employee may personally grieve or upon which a group of employees may grieve and the regular individual or group grievance shall not thereby be bypassed. Time limits in Article 10 will apply to a Union/ Employer grievance and such grievance must be in writing. Such grievance shall commence at Step 2, and in case of an Employer

grievance, shall be filed with the I.W.A. Union Representative and the Union Committee Members.

10.04 Time limits fixed in complaints, grievance and arbitration procedures may be extended only by written mutual consent of the parties.

10.05 Arbitration

When either party request that a grievance be submitted to arbitration as provide for under Article 10, it shall make such request in writing within twenty (20) working days after the Step 2 decision is received, addressed to the party to this Agreement. The party referring the grievance to arbitration shall at the same time name its nominee to the Arbitration Board.

Thereafter the parties shall work in accordance with the terms of the Labour Relation Act (Ontario) as it may be amended from time to time to agree to the composition of the Board.

No matter may be submitted to arbitration that has not been properly carried through all Steps of the Grievance Procedure.

Each party shall pay its own costs and fees and expenses of witnesses called by it. The fees and expenses of the Chairperson shall be shared equally by the parties.

Time limits fixed in the arbitration procedures are mandatory and failure to comply strictly with such time frames except with the written agreement of the parties shall result in the grievance being deemed to be abandoned subject to the provisions of the Labour Relations Act.

The decision of the Arbitration Board shall be final and binding on both parties to this Agreement.

The board or Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement nor to make any decision inconsistent with it.

No adjustment or remedy granted under either the grievance or Arbitration process shall be made retroactive to a point prior to the grievance being filed.

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.

10.06 Provisions for a Single Arbitrator

The parties agree that in many cases an arbitration may be appropriately determined by a sole arbitrator. Where a grievance is referred to arbitration, the parties may agree to have a grievance heard by a sole arbitrator instead of a tripartite Board Arbitration, and they shall select an arbitrator who is acceptable to both. If the parties mutually agree to proceed by sole arbitration but are unable to agree upon the selection of the arbitration within fifteen (15) working days, either party may revert to the tripartite process set out above. Where a grievance proceeds to arbitration by sole arbitrator, the arbitrator shall have the same powers, obligations and restrictions as a Board of Arbitration under this collective agreement and the provisions referring to the arbitration board shall apply equally to the sole arbitrator.

10.07 Failing agreement on the choice of arbitrator the Minister of Labour will be requested to appoint one.

ARTICLE - 11 - DISCIPLINE, SUSPENSION AND DISCHARGE

11.01 Discharge Grievance

It is agreed that the Union Committee Member or Steward shall be notified as soon as possible of the dismissal of any employee covered by this Agreement. Grievances related to the discharge of a bargaining unit employee who has completed the probationary period shall be initiated by the Union at Step 2 of the grievance procedure.

A claim by an employee who has completed her probation that she has been unjustly suspended or discharged from her employment will be treated as a special grievance, commencing at Step 2 of the Grievance Procedure, provided the discharge person submits her written grievance, dated and signed within seven (7) working days after the notice is given in writing.

11.02 An employee who is to be disciplined shall be informed in advance of the discipline. Provided it does not unduly delay the imposition of the discipline the employee shall have the right to request the presence of a Union Steward.

11.03 a) Clearing of the employee record

All warnings, reprimands and suspensions shall be cleared from an employee's file after a period of eighteen (18) months after they are dated and such warnings, reprimands and suspensions shall not be used against the employee thereafter, but only if the employee has not been disciplined in for a same or similar reason during the said eighteen (18) month period. Notwithstanding the preceding, all discipline related to resident abuse shall remain on an employee's file, and shall not be removed.

b) Notice to Union of formal discipline

The Employer will forward copies of any written warnings, suspensions or dismissals within one (1) working day.

e) Access to file

Employee's shall have access to their personal file provided a request to review such file is made at least one (1) day in advance. The file review will be made in the presence of the Administrator or designate.

ARTICLE - 12 - CLASSIFICATION POSTING / TEMPORARY TRANSFERS

12.01

In the event new permanent bargaining unit jobs are created, or permanent vacancies occur, in the existing full time bargaining unit job classifications that the Employer intends to fill, the Employer shall post such new jobs or vacancies for a period of five (5) working days, and shall stipulate the qualification, classification, rate, before new employees are hired, in order to allow employees with seniority to apply.

If the Employer does not intend to fill a vacancy it will inform the Union in writing of this decision.

Employees shall have the right to bid during such allotted posted period on any such vacancy or new job created within the bargaining unit. Such vacancy or new job created shall be filled from the applications received on basis of qualifications, experience, skills and ability. Where these are relative equal, seniority shall be the determining factor to fill the vacancy.

The posting shall indicate the following;

- a)** whether the position is full-time
- b)** classification
- c)** the proposed starting date
- d)** the initial number of shifts and hours

e) the qualifications, skills, education, ability and experience required.

If an employee is absent, she may have a Union Steward / Representative submit an application on her behalf. Any application not received during the posting period will be considered at the sole discretion of the Employer.

Where part time hours become available the employer will distribute the hours among those part time employees willing to work additional hours, on the basis of seniority.

Where a full time employees wishes to change her status to part time she will advise the Office Manager of this desire in writing. The document shall be signed by both parties, and both parties will retain a copy. Where part time hours become available they will be offered to such full time employee(s) in accordance with the paragraph above.

12.02 The Employer shall have the right to hire from outside the workforce provided it determines that there are no applications from persons who posses the necessary qualifications, experience, skill and ability to do the job by the end of the posting period.

12.03 The successful applicant shall be placed on a trial period in the new classification for thirty (30) days worked to allow the employee to determine if she is not suitable for the classification and wishes to return to her former classification or; the employer feels the employee is not suitable for the classification and requires that she returns to her former classification.

Where the Employer has concerns about the work of an employee during the trial period, it will inform the employee in a timely manner. Any other employee promoted or transferred as a result of such rearrangement of position shall also be returned to her former position. In such event, the job vacancy shall be filled from the other candidates who originally applied for the position provided they posses the necessary qualifications, experience, skills and ability.

12.04 Temporary vacancies that the Employer wishes to fill will be filled through a process in which the Employer offers available hours to part time employees by seniority, such that the part time employee will be scheduled the maximum number of hours allowed under this agreement, without changing her status. Employees need not accept the hour offered, in which case the offer will be made to next most senior employee and so on until the hours have been filled. At the end of the temporary vacancy

the hours will be taken away from those employees who accepted them without recourse to the grievance and arbitration articles of this agreement.

- 12.05** A temporary transfer is defined as a transfer from one classification to another for a period not to exceed twenty-four (24) calendar months, in accordance with Article 12.01 or 12.04 as the case may be. An employee so transferred shall have the right to return to her former classification at the end of the transfer period.
- 12.06** Where an employee is transferred in accordance with Article 12.04 for a period of less than two (2) calendar months, she shall be paid at the rate of her regular job, or the rate of the new classification (at the step which provides her with an increase) whichever is the greater.
- 12.07** Only the initial vacancy posted under Article 12.01, and the vacancy arising from the filling of the initial vacancy, that the Employer wishes to fill, shall be posted.
- 12.08** Posted positions shall be filled from the applications received on basis of qualifications, experience, skills and ability. Where these are relatively equal, seniority shall be the determining factor to fill the vacancy.

ARTICLE - 13 - PROBATIONARY EMPLOYEES

- 13.01 a)** All newly hired employees must successfully complete a probationary period of four hundred and fifty (450) hours worked or six (6) calendar months, whichever time period elapses first.
- The Union Committee will be advised in writing of newly hired employees and when their probation period is completed.
- b)** During the probationary period, the probationary employee shall have no seniority standing. Employees who have successfully completed the said probationary period and have been retained by the Employer at the completion thereof, shall be credited with seniority for the said probationary period.
- c)** The parties acknowledge that the probationary period affords the Employer to assess the employee for suitability for the work and for employment, attendance, attitude, ability to work with other employees, aptitude, quality and quantity of work, conduct and behaviour, and all other relevant matters.

The parties agree that the discharge of a probationary employee shall be at the sole discretion of the Employer and shall not be subject to the grievance or arbitration procedure.

- 13.02** After the completion of an employee's probation period the new employees and a Union Committee member will be provided with a period of up to fifteen (15) minutes to meet. Neither employees will lose pay for regularly scheduled time lost as a result of such meeting. Where more than one employee passes her probation period at approximately the same time, such meeting may include all new employees collectively.

ARTICLE - 14 - SENIORITY

- 14.01 a)** Seniority and service (service for the purposes of progression on the vacation and wage grids) for full-time employees shall be calculated from the date of last hire. Seniority and service for part-time employees shall be calculated on the basis of hours worked since the last date of hire, with eighteen hundred (1800) hours worked being equivalent to one (1) year of seniority or service.
- b)** Seniority will be a factor used in matters of job posting, layoff, vacation, preference subject to the terms set out in other areas of this collective agreement.
- c)** Service determines an employees position on the wage grid, vacation entitlement, and entitlement to payments for holiday pay and other allowances that may be set out elsewhere in this agreement.
- 14.02 a)** An employee may accept a position outside the bargaining unit with either the Employer or the Union. Provided such position is temporary in nature (i.e. for a period of less than twenty-four (24) months) the employee shall retain the seniority she held at the time of accepting the temporary position. Employees who transfer out of the bargaining unit on a temporary basis, to another position at the Nursing Home, shall continue to have union dues deducted in accordance with the amount that would have been deducted had the employee remained in her bargaining unit position, for the duration of the leave.

Upon return to the bargaining unit at the end of the temporary assignment or position, she shall commence the accumulation of seniority again in accordance with Article 14.01. Return to her former classification is contingent upon the employee retaining the necessary licenses, skills and ability to do the job.

b) Union leave

The Employer will grant leaves of absence without pay to employees for Union leave, provided that such leave does not unduly affect the Employer's operations and provided that:

- i)** The Union provides at least twenty-one (21) day's advance written notice of the requested leave, except in those extenuating circumstances where such notice is not possible in which case the Union will provide at least fourteen (14) day's advance written notice;
- ii)** No more than one (1) employee may be absent on such leave at any one time;
- iii)** The total aggregate union leave days for one calendar year does not exceed fifteen (15) days.

14.03 Seniority list

The Employer will maintain an up-to-date seniority list which shall be posted on the bulletin board. A copy will also be sent to the Union at the time of posting. Employees will have a period of thirty (30) days after the posting date to advise the Employer of any concern, omissions or other discrepancies in the posted list. Such concerns, omissions or other discrepancies will be settled between the parties. Thereafter the list shall be deemed to be accurate and shall be used for the application of seniority until the next list is posted. List will be posted every six (6) months.

14.04 An employee shall lose all seniority and service and shall be deemed to be terminated if the employees:

- a)** resigns;
- b)** retires or is retired by the Employer in accordance with the Employers retirement policy;
- c)** is discharged and such discharge is not reversed through the grievance procedure;
- d)** is absent from work for a period of three (3) working days without notifying the Employer, and/or without providing a satisfactory reason to the Employer for such absence, unless it was impossible to do so;
- e)** fails to signify her intent in writing to return to work within seven (7) calendar days after she has received notice of recall mailed by

registered mail to her last known address and/or fails to return to work on the recall date specified in the notice. The notice of recall will be deemed to have been received two (2) days after its mailing date;

- f)** has been laid-off for a period of twelve (12) months;
- g)** leaves the Employer's premises during regular working hours without the permission of the employee's immediate Supervisor;
- h)** fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a satisfactory reason to the Employer is given by the employee, unless it is impossible to do so;
- i)** engages in gainful employment without the authorization of the Employer while on an approved leave of absence;
- j)** has been absent on Workplace Insurance Safety Compensation for more than twenty-four (24) months, unless amended;
- k)** has been absent due to illness or non-compensable injury for more than twelve (12) months.

Articles (j) and (k) above will be applied in recognition of the Employers obligations under the Ontario Human Rights Code.

ARTICLE - 15 - HOURS OF WORK, OVERTIME AND SCHEDULING

15.01 Nothing in this provision or in this collective agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or per bi-weekly period or of the days of work per week. The Employer right to schedule and change schedules shall only be limited by the express provisions of this article.

In consideration of the above the parties agree that full-time employees will be scheduled to work up to a maximum of ten (10) shifts biweekly. A shift shall be eight (8) hours in length, inclusive of one half (1/2) hour unpaid meal break. Full time employees shall be scheduled a minimum of sixty (60) or more hours biweekly, it being understood that there is no guarantee of hours at any time.

Part time employees will be scheduled to work shifts of up to eight (8) hours in length. Meal and break times will be scheduled in accordance with Article 15.08. Part time employees will be scheduled to work as required, but shall be scheduled less than sixty (60) hours biweekly.

Employees are expected to work two (2) of the three (3) shifts.

15.02

The Employer will develop a Master Schedule. The Master will initially be trialed for a period of six (6) months, or such longer time frame as may be agreed to by the parties to this Agreement. The initialization of the Master Schedule shall be as set out in the Letter of Understanding re Master Schedule attached to this Agreement. Work schedules covering a four (4) week period will be posted the ten (10) working days in advance (except in the event of a statutory holiday).

The Employer will be responsible for scheduling the days, shifts, and times of work for an employee. The employee is responsible for checking the work schedule, and reporting for work as assigned. Employees will be notified as far in advance as practical of any changes in their posted work schedule.

15.03

Shift exchanges

Once the schedule is posted requests for shift changes must be made in writing. All requests are to be set out in writing and approved by the employee's Department Head (e.g. Director of Nursing; Dietary Supervisor), or designate. The request shall set out the day(s) requested off and the employee who will replace the employee who was originally schedule.

Employees shall be limited to three (3) shift exchanges in any four (4) week period.

It is understood that an employee who accepts to work another employees shift is responsible to working that shift.

15.04

Where an employee is called into work on a regularly scheduled day off, she shall be entitled to a minimum of four (4) hours pay at the appropriate rate. Where the regular shift for which the employee was called in is a shift that is shorter than seven and one-half (7 1/2) hours in length, the hour minimum shall be appropriately prorated.

15.05

Where an employee reports to work for a scheduled shift and there is no work for her to do (unless the reason for no work is beyond the control of the employer) she shall be entitled to a minimum of four (4) hours pay, or a prorata amount if her scheduled shift was less than seven and one-half (7 ½) hours.

15.06

The employer agrees to pay for approved overtime work done in excess of eighty (80) hours bi-weekly at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay. No premiums such as

shift premiums, lieu payments, allowances or otherwise will be included in the straight time hourly rate for the purposes of calculating overtime.

15.07 If additional hours of work become available on a call-in or temporary basis, they will be offered first to part time employees who have signed a list indicating they will accept call in shifts, in order of seniority, until the shift(s) is filled. When hours become available thereafter, the employer will offer the hours to the employee who is next in seniority on the call-in list, and so on until the end of the list is reached, at which point call-ins will again start at the top of the list. Where all part time staff on the list have been asked, and shifts remain to be filled, the employer may request that full time staff work who are scheduled to work less than seventy five (75) hours biweekly accept an additional shift. If the shift remains vacant after that the Employer may offer the shift at overtime, or it may determine that the shift will not be filled, at its sole discretion. Part time employees are expected to be generally available to work call-in shifts.

15.08 During each shift an employee is entitled to:

- a fifteen (15) minute paid break for each three and three quarter hours worked;

- a thirty (30) minute unpaid meal break provided the shift is at least five (5) hours in duration;

Breaks and meal periods will be scheduled by the Employer. While the Employer will generally try to ensure such breaks are undisturbed, it may be necessary from time to time to ask an employee on break to return to the floor. Where such a request is made during an unpaid meal break the Employer will attempt to reschedule the remainder of the break at a later time.

15.09 Where an employee is directed by the Employer to attend a staff meeting, she shall be compensated for the time actually spent in the meeting at her regular straight time hourly rate of pay. Such pay will not be considered as part of earnings for any other purpose.

ARTICLE - 16 - SHIFT PREMIUM

16.01 The Employer agrees to pay a shift premium of thirty (30) cents per hour for all employees who work on the evening and night shifts who are required to rotate over two (2) or more shifts.

ARTICLE - 17 - PREGNANCY / PARENTAL LEAVE

17.01 Pregnancy / Parental leave shall be granted in accordance with the Employment Standards Act of Ontario, as it may be amended from time to time.

ARTICLE - 18 - BEREAVEMENT LEAVE

18.01 a) Upon the death of an employee's spouse, son or daughter the employer shall grant bereavement leave of up to five (5) consecutive calendar days with pay for those days on which she was scheduled to work at her regular straight time hourly rate of pay. One of the days shall be the day of the funeral.

b) Upon the death of an employee's mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparent, the employer shall grant bereavement leave of up to three (3) consecutive calendar days with pay for those days on which she was scheduled to work at her regular straight time hourly rate of pay. One of the days shall be the day of the funeral.

If the funeral is not attended the paid leave shall be limited to two (2) consecutive calendar days with pay for those days on which she was scheduled to work at her regular straight time hourly rate of pay. Such leave shall end no later than the day after the day of the funeral.

c) An employee shall be granted one (1) day bereavement leave with pay at the employee's regular straight time hourly rate for scheduled time missed as a result of such attendance in the event of the death of an employee's brother-in-law or sister-in-law.

ARTICLE - 19 - JURY DUTY

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

i) notifies the Home immediately on the employee's notification that she will be required to attend at court;

- ii) presents proof of service requiring the employee's attendance; and
- iii) deposits with the Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

ARTICLE - 20 - SICK LEAVE

20.01 The current sick leave program which provides for ten (10) days of sick leave credits provided for every January is in effect.

Effective January 01, 2006 employees will accrue sick leave credits at the rate of one (1) sick credit for each 162.5 hours worked to a maximum of ten (10) credits. Employees may carry any balance in the short term sick leave bank from one year to the next, but the total credits, available will not exceed ten (10) at any time.

ARTICLE - 21 - PAID HOLIDAYS

21.01 a) Full Time Employees

The Collective Agreement will reflect that Full Time employees receive eleven (11) paid holidays as per current practice except that, effective for all holidays falling after the release of this award, employees who work on a paid holiday will receive payment at one and one-half (1 ½) their straight time regular hourly rate of pay for all hours worked on the holiday, in addition to holiday pay as per the current practice.

- | | |
|--|---------------------------|
| New Years Day | Anniversary of Employment |
| Thanksgiving Day | Good Friday |
| Boxing Day | Labour Day |
| Heritage Day (<i>Third Monday in February</i>) | |
| Civic Holiday | Victoria Day |
| Canada Day | Christmas Day |

b) Part Time Employees

Effective for all holidays falling after the date of the release of this award, Part Time employees will be paid one and one-half (1 ½) their regular straight time hourly rate of pay for all hours worked on a Statutory Holiday. Holiday pay will be included in the employee's payment in lieu of benefits as set out elsewhere in the collective agreement.

- | | |
|---------------|-------------|
| New Year' Day | Good Friday |
| Victoria Day | Canada Day |

Labour Day
Christmas Day

Thanksgiving Day
December 26

ARTICLE - 22 - ANNUAL VACATIONS

22.01 Effective June 1st, 2005 Part Time employees shall progress through the vacation grid on the basis of eighteen hundred (1800) hours worked equals one (1) year of service.

The parties will determine the relative position on the vacation grid under the former service accumulation system, and will place the employee in the new service accumulation system as set out above in the same relative position. Thereafter all thresholds will reflect that eighteen hundred (1800) hours equals one (1) year.

Vacation Scale for Full Time employees

1 year but less than 5	10 working days with pay at 4% of gross earnings from July 1 st to June 30 th in the current year.
5 years but less than 10	15 working days (3 work weeks) with pay at 6% of gross earnings from July 1 st to June 30 th in the current year.
10 years but less than 15	20 working days (4 work weeks) with pay at 8% of gross earnings from July 1 st to June 30 th in the current year.
15 or more years	25 working days (5 work weeks) with pay at 10% of gross earnings from July 1 st to June 30 th in the current year.

Employees who regular work less than 67.5 hours shall receive vacation with pay on the basis of service as follows;

Total hours as of June 30th	Entitlement
0 to less than 1800 hours	4% of gross earnings from July 1 st the prior year to June 30 th in the current year.
1800 hours worked to less than 9,000 hours	2 calendar weeks with pay at 4% of gross earnings from July 1 st to June 30 th in the current year.

9,000 hours worked to
less than 18,000 hours

3 calendar weeks with pay at 6% of gross
earnings from July 1st to June 30th in the
current year.

18,000 hours worked to
less than 27,000 hours

4 calendar weeks with pay at 8% of gross
earnings from July 1st to June 30th in the
current year.

27,000 or more hours

5 calendar weeks with pay at 10% of gross
earnings from July 1st to June 30th in the
current year.

ARTICLE - 23 - EMPLOYMENT BENEFITS

23.01 Preamble

The following benefits are available to Full Time employees who have passes their probationary period in accordance with the enrollment requirements of the carrier. The Employer agrees to pay the premiums as set out below in respect of each benefit. All Full Time employees must participate in the Extended Health and Dental plans unless they are otherwise covered by a spouse's insurance carrier. For clarity the Employers is not the carrier for any benefits set out.

Pro rata on Benefits

The Employer will pay the premium for the benefits in which an employee is participating as set out below for Full Time employees scheduled to work seventy five (75) hours biweekly. Full Time employees scheduled to work less than seventy five (75) hours biweekly but more than sixty (60) hours biweekly will have the benefits provided for on a 70 / 30 pro rata basis of a "Full Time" share. Current employees scheduled to work nine (9) shifts biweekly will have the option of remaining at nine (9) shifts with the pro rata premium or moving to a ten (10) shift rotation. It is understood that if the employee has spousal coverage, she need not to participate in a benefit. Such option must be exercised and confirmed to the Employer in writing on or before August 17, 2005. During this period the Employer will continue to pay premiums for benefits in which such employees are participating as per past practice.

Weekly Indemnity Plan

The current W.I. plan will remain in place as a 1/1/8 plan with coverage at 66 2/3% commencing the first day of hospitalization or accident and on the 8th working day of illness to a maximum of seventeen (17) weeks.

Life Insurance

Life insurance and ADD \$20,000.00, 100% paid effective June 1st, 2005

Extended Health Care Coverage

The current coverage will continue except as follows. The changes set out herein are effective as soon as possible after May 17, 2005, or on the date set out.

Drug Plan: Dispensing fee cap at \$7.50 per prescription.

Vision: Increase from \$120.00 to \$140.00 every 24 months effective September 1st, 2005.

Dental

Effective April 1st, 2006 introduce the plan, mandatory participation unless covered by spouse, 50 / 50 ODA 2004 B.C. #9 with fluoride treatment for persons 18 years of age and under and with recall exams once every nine (9) months for persons over the age of eighteen.

Group RRSP

The current plan shall continue 4% of participating employees gross earnings are matched by the Employer are remitted to an RRSP fund in accordance with current practice. The Employer agrees to provide information sessions on investment options under the plan.

Uniform Allowance

Employees will receive a uniform allowance of six (6) cents per hour worked with no cap, payable on each pay cheque.

Part Time in lieu of Benefits

Part Time employees who have completed probation will receive a payment in lieu of benefits in the amount of seventy five (\$0.75) cents for each hour worked. The payment is in lieu of all health and welfare benefits, sick leave and holiday pay and will be added to each pay cheque, but does not form part of the employee's regular straight time hourly rate for any purpose under the agreement.

Benefits Booklet

A Booklet listing the health and welfare benefits will be provided to the Full Time employees.

23.02**Effect of Absence**

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply;

- a)** The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- b)** If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage, including insurance coverage, may be continued by the employee, provided that she pays the total cost of the premium to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by a).
- c)** Benefits will accrue from the date of return to employment following such leave of absence.
- d)** Service for the purpose of sick leave credits, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- e)** Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence, pregnancy or parental leave or WSIB. It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty (30) months, whichever occurs first unless prohibited by legislation.
- f)** It is understood that an employee who chooses to continue benefits under b) above shall provide the employer with payment for the amount required on or before the first (1st) day of the month in which payment is due.

ARTICLE - 24 - SCHEDULE OF WAGES AND CLASSIFICATIONS

Schedule "A"

April 01, 2004. 15 cents per hour across the board, pay equity

	R.P.N.	PSW	Cook 1	Nurse Aide / Activation Housekeeping / Laundry
Start	17.22	15.02	14.72	14.84
3 months	17.44	15.26	14.96	15.05
1 Year	17.78	15.50	15.26	15.36
2 Years	18.15	15.82	15.56	15.67
3 Years	18.52	16.14	15.87	15.96

	Residential Aide	Dietary Aide	Maintenance	Student Dietary
Start	11.03	14.66	16.15	9.18
3 months	11.25	14.89	16.45	9.42
1 Year	11.48	15.21	16.60	9.73
2 Years	11.70	15.49	17.00	9.92
3 Years	11.87	15.78	17.51	10.08

September 16, 2004. Increase all wages by 1.125%

	R.P.N.	PSW	Cook 1	Nurse Aide / Activation Housekeeping / Laundry
Start	17.41	15.19	14.89	15.01
3 months	17.64	15.43	15.13	15.22
1 Year	17.98	15.67	15.43	15.53
2 Years	18.35	16.00	15.74	15.85
3 Years	18.73	16.32	16.05	16.14

	Residential Aide	Dietary Aide	Maintenance	Student Dietary
Start	11.15	14.82	16.33	9.28
3 months	11.38	15.06	16.64	9.53
1 Year	11.61	15.38	16.79	9.84
2 Years	11.83	15.66	17.19	10.03
3 Years	12.00	15.96	17.71	10.19

March 16, 2005. Increase all wages by 1.125%

	R.P.N.	PSW	Cook 1	Nurse Aide / Activation Housekeeping / Laundry	
Start	17.61	15.36	15.05	15.18	
3 months	17.83	15.61	15.30	15.39	
1 Year	18.18	15.85	15.61	15.71	
2 Years	18.56	16.18	15.91	16.02	
3 Years	18.94	16.51	16.23	16.32	

	Residential Aide	Dietary Aide	Maintenance	Student Dietary
Start	11.28	14.99	16.52	9.39
3 months	11.50	15.23	16.82	9.63
1 Year	11.74	15.55	16.98	9.95
2 Years	11.96	15.84	17.38	10.14
3 Years	12.14	16.14	17.91	10.31

April 01, 2005. 15 cents per hour across the board, pay equity

	R.P.N.	PSW	Cook 1	Nurse Aide / Activation Housekeeping / Laundry	
Start	17.76	15.51	15.20	15.33	
3 months	17.98	15.76	15.45	15.54	
1 Year	18.33	16.00	15.75	15.86	
2 Years	18.71	16.33	16.06	16.17	
3 Years	19.09	16.66	16.38	16.47	

	Residential Aide	Dietary Aide	Maintenance	Student Dietary
Start	11.43	15.14	16.67	9.54
3 months	11.65	15.38	16.97	9.78
1 Year	11.89	15.70	17.13	10.10
2 Years	12.11	15.99	17.53	10.29
3 Years	12.29	16.29	18.06	10.46

September 16, 2005. Increase all wages by 1.25%

	R.P.N.	PSW	Cook 1	Nurse Aide / Activation Housekeeping / Laundry
Start	17.98	15.70	15.39	15.52
3 months	18.21	15.95	15.64	15.73
1 Year	18.56	16.20	15.95	16.06
2 Years	18.94	16.53	16.26	16.38
3 Years	19.33	16.86	16.58	16.68

	Residential Aide	Dietary Aide	Maintenance	Student Dietary
Start	11.57	15.33	16.87	9.66
3 months	11.80	15.57	17.18	9.91
1 Year	12.04	15.90	17.34	10.23
2 Years	12.27	16.19	17.75	10.42
3 Years	12.44	16.49	18.28	10.59

March 16, 2006. Increase all wages by 1.25%

	R.P.N.	PSW	Cook 1	Nurse Aide / Activation Housekeeping / Laundry
Start	18.21	15.90	15.59	15.71
3 months	18.44	16.15	15.84	15.93
1 Year	18.79	16.42	16.15	16.26
2 Years	19.18	16.74	16.47	16.58
3 Years	19.57	17.07	16.79	16.89

	Residential Aide	Dietary Aide	Maintenance	Student Dietary
Start	11.72	15.52	17.08	9.78
3 months	11.95	15.76	17.40	10.03
1 Year	12.19	16.10	17.56	10.35
2 Years	12.42	16.39	17.98	10.55
3 Years	12.60	16.70	18.51	10.72

September 16, 2006. Increase all wages by 1.25%

	R.P.N.	PSW	Cook 1	Nurse Aide / Activation Housekeeping / Laundry
Start	18.43	16.10	15.78	15.91
3 months	18.67	16.35	16.04	16.13
1 Year	19.03	16.61	16.35	16.46
2 Years	19.42	16.95	16.67	16.79
3 Years	19.81	17.29	17.00	17.10

	Residential Aide	Dietary Aide	Maintenance	Student Dietary
Start	11.86	15.72	17.30	9.90
3 months	12.10	15.96	17.62	10.15
1 Year	12.34	16.30	17.78	10.48
2 Years	12.57	16.60	18.20	10.69
3 Years	12.76	16.91	18.74	10.86

March 16, 2007. Increase all wages by 1.25%

	R.P.N.	PSW	Cook 1	Nurse Aide / Activation Housekeeping / Laundry
Start	18.66	16.30	15.98	16.11
3 months	18.90	16.56	16.24	16.33
1 Year	19.27	16.82	16.56	16.67
2 Years	19.66	17.16	16.88	17.00
3 Years	20.06	17.50	17.21	17.31

	Residential Aide	Dietary Aide	Maintenance	Student Dietary
Start	12.01	15.91	17.51	10.02
3 months	12.25	16.16	17.84	10.28
1 Year	12.50	16.50	18.00	10.61
2 Years	12.73	16.81	18.43	10.82
3 Years	12.91	17.12	18.98	10.99

- The base wage rates are those agreed to by the parties April 20, 2005.
- Pay Equity payments are made when funding is received by the government. Subject to demonstration of prior payments the Union agrees that the Employer's pay equity obligations are met on payment of the 2005 payment set out above, on or before September 16, 2005.
- Persons currently paid as PSW's who do not have the PSW certification will continue to be on the PSW grid.
- Note: two employees currently are paid over the Resident Aide wage rates in the Lodge. These two will be identified by the parties and will be green circled such that they will each have their wages increase by the same amount as other employee's wages are increased per the above schedule.

24.01 Direct Deposit

Wages will be paid biweekly on every second Thursday. Employee's wages are to be paid by direct deposit to a recognized financial institution of the employee's choice. The employee must fill out the forms that are required by the payroll company which will be provided as soon as is possible following the release of this award. The employer will make every reasonable effort to set this up by June 1st, 2005.

24.02 If there is a Employer error on a pay check the Employer will adjust the error on a separate pay check as per the request of the employee. If it is an employee error the Employer will adjust it on the next pay day.

24.03 Job Descriptions

The Union will be provided with copies of the job descriptions within two (2) months of the releases of this award.

24.04 Retroactivity

Retroactivity under the wage grid shall be paid as a separate cheque within forty five (45) days of the date of ratification to employees on staff as of the date of the release of this award.

Only the employees who have left the employment of the Employer after September 16, 2004 will receive a lump sum payment of fifty (\$50.00) dollars per month, or part month, of employment after September 16, 2005 for Full Time employees and twenty five (\$25.00) dollars per month, or part month of employment after September 16, 2004 for Part Time employees.

ARTICLE - 25 - DURATION

25.01 This agreement is in effect from September 16, 2003 to September 15, 2007 inclusive and from year to year thereafter unless notice to bargain be given by either party. The conditions of the collective agreement continue to apply until a new agreement is signed.

LETTER OF UNDERSTANDING
-between-
CARVETH NURSING HOME LIMITED
-and-
STEELWORKERS LOCAL 1-1000

SMOKING STRUCTURE

The employer is willing to continue providing a place for staff to smoke as long as the staff respects the property and the fact that there are neighbours within hearing distance of the home. Provision is made for the disposal of cigarette butts and must be used. Butts cannot be found on the ground. In return for the proper disposal of the cigarettes and of staff refraining from using inappropriate language the employer will install lighting at the current smoking location and investigate the provision of some form of overhead shelter, such as a tarp.

If the rules set out above are not respected, the employer reserves the right to designate the facility and property as a smoke free site.

LETTER OF UNDERSTANDING
-between-
CARVETH NURSING HOME LIMITED
-and-
STEELWORKERS LOCAL 1-1000

MASTER SCHEDULE

1. The Employer will develop a Master Schedule which shall set out its staffing needs to effectively operate the Care Centre. This schedule shall be done on a proforma basis on or before July 1st, 2005, at which time it will be shared with the Union Committee.
2. Shifts shall be identified as Full Time or Part Time, in accordance with the agreement of the parties during negotiations.
3. Full Time employees will be entitled to select "rotations" in the Master Schedule in order of seniority.
4. Once all Full Time employees have selected a "rotation", Part Time employees will be entitled to select "rotations" by seniority.
5. The Part Time selection process will continue until all scheduled shifts are filled.
6. Thereafter, shift will be available by call-in in accordance with the collective agreement.
7. In the event an employee is absent on a leave of absence, vacation, etc. - the parties will discuss how these are to be filled to the extent that the matter is not addressed in the Collective Agreement:
 - i.e. - entire block is offered such that leave of absence shifts are allocated to more part time employees by seniority on a shift by shift basis
 - vacation blocks are offered on a seniority basis through the part time unit.
8. The Employer agrees to meet with the Union Committee to review the proposed Master Schedule prior to its becoming effective in the work place. Furthermore, the Employer will meet with the Union Committee on a monthly basis throughout

the six (6) month trial period to discuss issues that may arise in respect of the implementation of this scheduling approach.

9. Once the parties have generally accepted the Master Schedule, it shall be used thereafter and will be changed only in accordance with demonstrable needs of the Employer, which shall be discussed with the Union prior to any change.
10. The Employer will make reasonable attempts to provide a balanced number of the two (2) shifts being worked over a four (4) week scheduling period.

LETTER OF UNDERSTANDING
-between-
CARVETH NURSING HOME LIMITED
-and-
STEELWORKERS LOCAL 1-1000

UNPAID LUNCH ENTITLEMENT TO LEAVE THE PREMISES

The Employer agrees that staff are entitled to leave the premises during their scheduled meal periods. Employees leaving the premises agree to return to the floor ready to work at the end of the one half (½) hour meal period. Employees leaving the premises will advise their Supervisor that they are leaving and will indicate, where possible, how they can be contacted in the event of an emergency.

LETTER OF UNDERSTANDING
-between-
CARVETH NURSING HOME LIMITED
-and-
STEELWORKERS LOCAL 1-1000

TIME OFF OVER CHRISTMAS AND NEW YEAR

Except where it is not reasonably possible to do so, the Employer agrees that employees will be scheduled three (3) consecutive days off over the Christmas / New Years period. A staff member who receives three (3) consecutive days off at Christmas in one year will receive three (3) consecutive days off at New Years the following year and so on.

LETTER OF UNDERSTANDING
-between-
CARVETH NURSING HOME LIMITED
-and-
STEELWORKERS LOCAL 1-1000

BENEFITS CARRIER

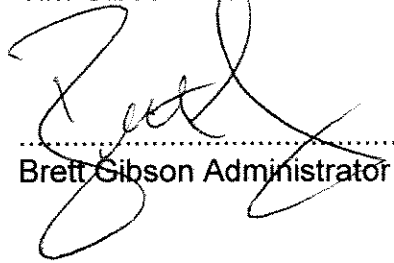
Where an employee is denied coverage as a result of a decision of the carrier the Employer agrees, on a without prejudice basis, to discuss the matter with the carrier to determine if the benefits claim in question can be provided. The employee will be advised of the outcome of this intervention.

IN WITNESS WHERE OF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives.

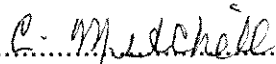
for the Employer



.....
Tim Gibson President

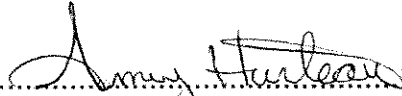


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Brett Gibson Administrator

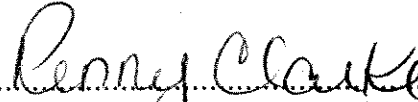


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Cathy Mitchell Office Manager

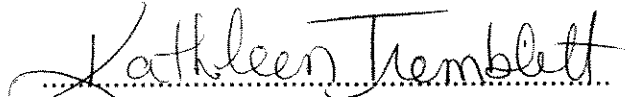
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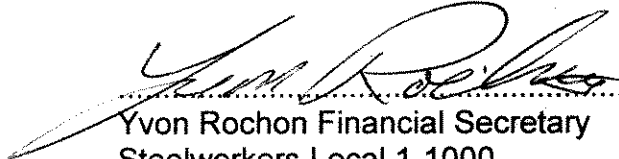
.....
Amy Hurteau Sub Local Negotiating
Committee Member



.....
Penny Clarke Sub Local Negotiating
Committee Member



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Kathleen Tremblett Sub Local
Negotiating Committee Member



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Yvon Rochon Financial Secretary
Steelworkers Local 1-1000