

Collective Agreement

BETWEEN

**GREAT NORTHERN RETIREMENT HOME "Owned and Operated by
SOONOR Retirement Corporation",
hereinafter called the 'Employer'**

and

**THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) ON
BEHALF OF ITSELF AND ITS LOCAL 8748
(hereinafter referred to as the "Union")**

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ARTICLE 1 - INTERPRETATION

- 1.01 Defined Terms - Unless otherwise expressly defined or otherwise required by the context, the following words and phrases shall have the following meanings when used in this Agreement:
- (a) "Act" means the Labour Relations Act of Ontario (S.O. 1995, c.1, Schedule A') and all regulations and amendments thereto from time to time;
 - (b) "Administrator" means the administrator and manager of the Home at any time and from time to time;
 - (c) "Bargaining Unit" means all of the employees of the Home who, for the purposes of this Agreement, shall be deemed to constitute a unit of employees appropriate for collective bargaining;
 - (d) "Benefit Plans" means the benefits and insurance coverage's described in Article 21 hereof;
 - (e) "Casual Employee" means an employee who is not a Probationary Employee and for whom the Employer does not provide regularly scheduled hours of work and whose scheduled hours do not, in any event, exceed forty-eight (48) hours bi-weekly. It is also recognized that, where applicable, a casual employee may be entitled to a lunch period and such lunch period shall be unpaid;
 - (f) "Employee" means any employee of the Home other than management, supervisors and persons above the rank of supervisor including, without limitation, the Administrator, the Director of Care, the Activities Director, Registered Nurse (RN), the Dietary Supervisor, the Housekeeping/Laundry Supervisor and the Office Coordinator, and "employees" means each and every such employee of the Home taken collectively or a subset thereof as the context may require;
 - (g) "Full-Time Employee" means an employee who is not a probationary employee and whose regularly scheduled hours are in excess of forty-eight (48) hours bi-weekly. It is also recognized that, were applicable, a full-time employee may be entitled to a lunch period and such lunch period shall be unpaid;
 - (h) "Grievance" means any difference between the Employer and any or all of the employees arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable;
 - (i) "Home" means the retirement home facility known and operated as The Great

Northern Retirement Home and located at 760 Great Northern Road, Sault Ste. Marie, Ontario;

(j) "Length of Employment" means the date an employee is hired and/or the agreed to seniority list in January of each year;

(k) "Part-time Employee" means an employee who is not a probationary employee and whose regular hours of work are scheduled by the Employer to be not in excess of forty-eight (48) hours bi-weekly. It is also recognized that, where applicable, a Part-Time employee may be entitled to a lunch period and such lunch period shall be unpaid;

(l) "Probationary Employee" means any employee, other than a casual employee whose aggregate regular and overtime hours worked for the Employer since the date of commencement of employment has not yet exceeded four hundred and fifty (450) hours;

(m) "Sick Leave" means any period of time that an employee is absent from any of his scheduled working hours by reason of illness or accident;

(n) "Union Local" means Local 8748 of the Union.

(o) The parties agree that students under the age of eighteen (18) who are hired in accordance with Article 11.07 will be paid in accordance with the student rate in Schedule A.

1.02 Purpose of Agreement - The purpose of this Collective agreement is to establish an orderly collective bargaining relationship between the Employer and the employees 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.

1.03 Headings, Gender and Number - The headings set forth in this Agreement are inserted for convenience and reference only and shall in no way define or limit the intent or interpretation of any of the provisions hereof. This Agreement shall be read and construed with all changes of gender and number of the party or parties referred to in each case as required by the context.

1.04 Applicable Law - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and the parties hereto attorn to the jurisdiction of the Province of Ontario. Without limiting the agreed generality of the foregoing, the parties hereto hereby covenant and agree to strictly comply with the provisions of the Act save and only to the extent that the same are modified or superseded by the provisions of this Agreement.

1.05 Loss of Pay - Unless expressly provided herein to the contrary,

- (a) any reference in this Agreement to any right of an employee being exercisable without loss of pay shall be deemed to mean the exercise of such right without loss of pay, seniority or the benefits available under the Benefit Plans; and
- (b) any reference in this Agreement to any right of an employee being exercisable without pay shall be deemed to mean the exercise of such right without pay, but nevertheless, without loss of seniority or the benefits available under the Benefit Plans.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit - The Employer recognizes the Union as the sole and exclusive bargaining agent of the employees.

2.02 Applicable to All Employees - Unless otherwise specified, this Agreement is fully applicable to all employees.

2.03 Conflicting Agreements Prohibited - No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.04 Non-Bargaining Unit Personnel - Persons who are not part of the Bargaining Unit shall not perform any duties which are normally performed by employees within the Bargaining Unit if such performance causes any such employees to work less than their normal regular hours of work. If there arises any requirement for increased hours of work for duties normally performed by employees within the Bargaining Unit, the Employer agrees that the same shall not be assigned or allocated to management, supervisors or persons above the rank of supervisor. It is agreed that nothing in this Agreement shall restrict or shall be construed as restricting the Employer from contracting with persons who are not part of the Bargaining Unit for the provision of any labour or services required for the operation and management of the Home, save and except as expressly restricted by the provisions of this paragraph 2.04.

2.05 Government Sponsored Programs - Government sponsored programs may be made available from time to time for the purpose of learning and assisting employees with duties as approved by the supervisor. The Employer may hire persons in accordance with the terms of and at the rate(s) of pay stipulated by such programs. Such persons shall not be included in the Bargaining Unit. The President of the Union Local shall be notified when any such program becomes available to the Employer, its duration and the persons to be utilized.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Acknowledgment of Management Rights - The Union acknowledges and agrees that it is the exclusive right and power of the Employer, subject to the terms and conditions of this Agreement, to do or carry out the following:

- (a) schedule, hire, discharge, suspend or otherwise discipline employees and to direct, classify, transfer, promote, demote or lay-off employees;
- (b) maintain order, discipline and efficiency and make, enforce and alter, from time to time, reasonable rules and regulations to be observed by all employees, provided that such rules and regulations are not inconsistent with the provisions of this Agreement and copies are provided to the Union;
- (c) generally to manage and operate the enterprises in which the Employer is engaged in all respects and in accordance with its obligations including, without limitation, the location of machines and equipment to be used, the location and number of employees required from time to time, the qualifications of employees, the extension, limitation, curtailment or cessation of operations, the standards of performance for all employees and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 Discrimination Prohibited - The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to an employee's rights under the provisions of the Ontario Human Rights Code, nor by reason of their membership or activity in the Union.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues - The Company shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Unions Constitution.

All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than thirty (30) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the International United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto,

Ontario M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115 will also be sent to the Union office at 68 Dennis Street, Sault Ste. Marie, Ontario, P6A 2W9.

The remittance and the R-115 form shall be accompanied by a Statement containing the following information:

- a. A list of names of all employees from whom dues were deducted and the amount of dues deducted;
- b. A list of all bargaining unit employees from whom no deductions have been made and reasons;
- c. This information shall be sent to both Union addresses identified above in such form as shall be directed by the Union to the Company;
- d. The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article;
- e. The Company, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

5.02 Employee Lists - Upon request made by the Union the Employer agrees to provide to the Union the names and addresses of each employee as then currently disclosed by the Employer's records.

ARTICLE 6 - LABOUR/MANAGEMENT COMMITTEE

6.01 Mandate and Procedures - Where issues arise concerning the efficient and practical operation of the Home or the Bargaining Unit or the general working conditions of the employees or the relationship between the Employer and the employees generally, and it is determined by any party, acting reasonably, that it would be beneficial for any or all such issues to be discussed at a meeting (a "labour/management meeting") between the Employer and the employees, the following provisions shall apply:

- (a) a labour/management meeting may be called at the request of the Employer, the Administrator or the union;
- (b) each request for a labour/management meeting will be made in writing and shall include an agenda of matters proposed to be discussed, which matters shall not include any matters that are properly the subject of negotiations for the amendment or renewal of this Agreement;

- (c) equal numbers of representatives for each of the Employer, the Union, the Union Local and the Bargaining Unit shall be entitled to be present at any labour/management meeting;
- (d) each such labour/management meeting shall be held at such time and place as is mutually satisfactory to the parties;
- (e) any employee attending a labour/management meeting during his regularly scheduled hours of work shall be entitled to attend such meeting without loss of pay;
- (f) the Bargaining Unit shall at all times be entitled to have representation on its behalf by the Union and/or the Union Local;
- (g) labour/management meetings will be held not less frequently than quarterly and not more than six (6) times per year, unless otherwise agreed in writing between the Administrator and the Chief Steward.

ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS

7.01 Bargaining Only With Union - The Employer shall not bargain with or enter into any agreement with any Employees or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper written authorization of the Union or the Union Local.

7.02 Bargaining Committee - The Employer will recognize the Bargaining Committee of the Bargaining Unit as the committee authorized by the Union to enter into any negotiations with the Employer for any amendment or renewal of this Agreement. The Bargaining Committee shall be elected or appointed and consist of not more than three (3) employees, one (1) of which will be the Unit Chairperson and two (2) Union Stewards from different departments. The Union will advise the Employer, in writing, of the Employee members of the Bargaining Committee.

7.03 Union Representatives - The Union and the Bargaining Committee shall have the right at any time to have the assistance of representatives of the Union when meeting or negotiating with the Employer. The Employer shall have the right to request the presence of a representative of the Union or the Union Local when meeting or negotiating with the Bargaining Committee. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall be not unreasonably withheld.

7.04 Employee Attendance - Employee members of the Bargaining Committee shall have the

right to attend negotiating meetings without loss of pay; provided that any such employee shall only be entitled to be paid for those hours in attendance at negotiating meetings which fall within the regularly scheduled work hours of such employee. Employees shall be paid for the aforementioned hours, including conciliation proceedings but excluding any arbitration proceedings.

7.05 Amendments to Agreement - Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedures.

ARTICLE 8 - GRIEVANCES

8.01 Grievance Committee - The Employer will recognize the Grievance Committee of the Bargaining Unit which will consist of the Chief Steward and one other Steward of the Bargaining Unit, neither of whom shall be probationary employees. The Employer shall be advised of the names of the members of the Grievance Committee and shall be notified of any changes thereto from time to time.

8.02 Stewards - The Union shall notify the Employer in writing of the name of each Steward and the Department(s) he represents and the name of the Chief Steward before the Employer shall be required to recognize such persons as stewards of the Bargaining Unit. When employment level is one hundred (100) or more employees, there shall be three (3) stewards plus the Unit Chairperson, when employment level is below one hundred (100) employees there shall be two (2) Stewards plus the Unit Chairperson.

8.03 Assistance by Stewards - Every employee may be assisted by his Steward in preparing and presenting any grievance of such employee in accordance with procedure set out in this Article 8. A Steward must obtain permission from his immediate supervisor before absenting himself from his duties in order to deal with grievances and such permission shall not be unreasonable withheld. Time spent by Stewards at grievance meetings shall be without loss of pay.

8.04 Grievance Procedure - Should a difference arise between the employer and employee or employees, the employee or employees must first discuss and try and resolve the complaint with his/her immediate Department Head within ten (10) business days of the facts or events on which the complaint is based. Extension of this time limit will not be unreasonably withheld. The employee or employees shall have the right to be accompanied by his/her Steward.

Step 1 If the matter is not resolved to the satisfaction of the employee or employees as result of such discussion within four (4) business days after a response from the Department Head, the Steward may, within seven (7) business days, refer the matter in writing to the Administrator or designate, with a copy to the Union. The written grievance shall contain a clear statement concerning the alleged grievance and the people involved. All grievance forms

shall contain only one (1) grievance.

Step 2 Within seven (7) business days after receipt of the grievance, the Administrator and Department Head shall meet with the aggrieved employee or employees, his/her Steward, the Unit Chairperson and Union Grievance Committee person. The Administrator or her designate shall render her/his decision on the grievance in writing within seven (7) business days after such meeting.

Step 3 If a satisfactory answer of the grievance is not reached under the foregoing procedure, either party may refer the matter to arbitration in accordance with the provisions set forth in Article 9 within ten (10) business days of receipt of the Step 2 answer.

8.05 Policy Grievances - A question of a general nature as to the meaning or application of the provisions of this Collective Agreement, including any question as to whether a matter is arbitrable may be treated as a Policy Grievance and submitted in writing at Step 2 of the Grievance Procedure by either party. Policy Grievances must be filed within ten (10) business days after the occurrence of a fact or event, which such question is based and shall state the specific clause(s) allegedly violated.

8.06 Attendance Without Prejudice - No employee shall suffer any loss of pay for any time spent in Grievance or Policy Grievance meetings with the employer.

8.07 Settlements Conclusive - All settlements reached pursuant to the procedures set forth in this Article 8 shall be conclusive, final and binding on the employer, the Union and the Bargaining Unit or the employees involved, as the case may be.

8.08 Extension of Time - All time limits specified herein may be extended by mutual agreement of the parties and shall be considered mandatory unless extended by mutual agreement in writing.

8.09 Unless otherwise agreed, the aggrieved employee shall be present at all stages of the grievance procedure. It is understood that if the grievor is not present, the process will continue as if he were present.

ARTICLE 9 - ARBITRATION

9.01 Request for Arbitration - When either party requests that a Grievance or Policy Grievance be submitted to arbitration, the request shall be made by registered mail and addressed to the other party of the Agreement within ten (10) business days after the date that the Administrator's decision in Step 3 of paragraph 8.04 was rendered or should have been rendered or the grievance and/or policy grievance will be considered withdrawn.

9.02 Appointment by Arbitrator - The parties will appoint a single arbitrator or if agreed upon, use a three (3) person Board of Arbitration. The arbitrator shall be selected from the following list on a rotational basis in alphabetic order to hear grievances referred by the parties.

- (a) Peter Barton
- (b) Gail Brent
- (c) Kevin M. Burkett
- (d) Jane Devlin

Should an arbitrator be unable to provide a hearing date within sixty (60) days of the date of referral to arbitration, the parties may mutually agree to extend the 60 day hearing date or refer the case to the next arbitrator on the list. The arbitrator so by passed will not be selected again until such time his or her name comes up again the normal rotation.

9.03 Decision Conclusive - The decision of the Arbitrator shall be conclusive, final and binding on the employee, the Union and the Bargaining Unit or the employees involved, as the case may be. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions; however, the Arbitrator shall have the power to dispose of any Grievance or Policy Grievance by any arrangement which he deems just and equitable.

9.04 Arbitrator's Costs - Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Disputed Discharge - A claim by an employee (other than a probationary employee) that he has been unjustly discharged, suspended or disciplined shall be treated as a grievance, provided such grievance is lodged with the Employer within seven (7) working days after the discharge, suspension or discipline. Every such grievance shall be initiated at Step 2 of paragraph 8.04. All matters of discharge, suspension and discipline shall be reduced to writing with copy to the employee concerned and the Union.

10.02 Discharge of Probationary Employees - The discharge discipline or termination of employment of a probationary employee shall not be the subject of a Grievance and/or arbitration pursuant to the provisions of this Agreement. A probationary employee shall be considered as being employed on a trial basis and may be discharged, disciplined or have his/her employment terminated without bad faith or discrimination.

10.03 Employee Counselling - The employer shall notify an employee, in writing, of such dissatisfaction concerning the employee's work within **ten (10)** working days of the event, giving rise to the complaint, or the supervisor becoming aware of the information leading to the complaint. This notice shall include particulars of the work performance which lead to the

dissatisfaction. This is not intended to be disciplinary but used to enhance the relationship and communication between the Employer and employee. A copy will be retained in the employee's file for a period of eighteen (18) months;

- a) Whenever the Employer deems it necessary to formally discipline an employee, the Employer shall meet with the employee, and within **ten (10)** working days submit written particulars of such to the employee. This notice shall include particulars of work performance, which led to such discipline. If the procedure is not followed, such expressions of discipline shall not become part of the record;
- b) Letters of reprimand shall not be used against an employee at any time after the expiry of eighteen (18) months following a suspension or disciplinary action taken against the employee within such eighteen (18) month period. The parties agree that all disciplinary action with respect to resident abuse will permanently remain on the employee's personnel file;
- c) In cases of discharge and/or discipline, the burden of proof of just cause rest with the Employer;
- d) The employee shall have a Union Steward at this meeting with the Employer.

Reprimands - Letters of reprimand shall not be used against an employee at any time after the expiry of eighteen (18) months following a suspension or disciplinary action provided there has been no further suspension or disciplinary action taken against the employee within such eighteen (18) month period. The parties agree that all disciplinary action with respect to resident abuse will permanently remain on the employee's personnel file.

10.04 Employee Records - At the time of an employee's evaluation review, he shall be given a copy of the same. Upon request to the Administrator, and at a mutually agreeable time, the employee may view the following documents, if available, in his personnel file:

- (a) application form;
- (b) annual evaluation;
- (c) disciplinary records;
- (d) medical reports.

No employee shall be entitled to remove or take copies of any documents in his personnel file. All employees will be given a copy of any document they sign for their own record.

Employees may request a copy of any record in their personal file. Access to an employee's file will be given when there is a legitimate need only.

ARTICLE 11 - SENIORITY

11.01 Basis of Determination – The seniority of all employees shall be based on the date of hire, as per the January posted seniority list in each year (list attached). When two (2) or more employees are hired on the same date, seniority shall be determined by the date of the first shift worked. If employees start on the same shift on the same day, seniority will be determined by the draw from a hat, by the Unit Chairperson with the Administrator in attendance.

11.02 Application - Seniority shall be used as a factor in determining preference of priority for the following:

- a) Promotions;
- b) Transfers;
- c) Demotions;
- d) lay-off;
- e) permanent reduction of the workforce;
- f) recall;
- g) regular days off; **Changes can be requested in October of each year to be effective the following January for the next twelve (12) months (provided the efficient operations of the Home are not effected and such request will not be unreasonably withheld).**
- h) new postings;
- i) internal vacancies;
- j) newly created positions;
- k) reduction in the workforce;
- l) preference of shift for the purposes of scheduling (provided the efficient operations of the Home are not affected and such request will not be unreasonably withheld);
- m) Vacation relief (provided the efficient operations of the Home are not affected and will not be unreasonably withheld).

In cases of promotions (other than positions excluded from the Bargaining Unit), demotions or permanent transfers of employees when two (2) or more employees are qualified in all other respects, seniority shall govern.

11.03 Completion of Probationary Period - Upon completion of his probationary period, each employee shall receive credit for all seniority accumulated while he was a Probationary employee and shall thereupon become entitled to all benefits subject to the terms and conditions of this Agreement and the benefit insurance plans.

11.04 Casual Employees - A casual employee who becomes a full-time employee or a part-time employee shall receive credit for all seniority accumulated while he was a casual employee, but in all other respects shall be subject to the same terms and conditions of this Agreement as are applicable to a probationary employee.

11.05 Seniority Lists - The Employer shall prepare and maintain a seniority list for all

employees in the Bargaining Unit showing the Length of Employment of each employee. The list shall be posted on the bulletin board in January of each year showing seniority as at December 31 of the previous calendar year and amended and re-posted in July showing seniority as of June of current year. Within thirty (30) days after posting of the seniority list, employees shall have the opportunity of questioning their own individual seniority standing, and if an amendment is deemed necessary, the amendment as posted shall be deemed to be correct and final. Copies of the seniority list and all amendments thereto shall be forwarded to the Union Local.

11.06 Departments - For the purpose of this Agreement, the following Departments shall be recognized:

- (a) Nursing;
- (b) Kitchen and dining room;
- (c) Housekeeping and laundry;
- (d) Maintenance;
- (e) Office and reception;
- (f) Activities;

Notwithstanding that each employee is intended to be hired on the basis of his assignment to a particular department, it is understood and agreed that the Employer shall be entitled to request that any employee in the Bargaining Unit provide occasional assistance as may be needed at any time and from time to time in any other department which is not the department wherein such employee accumulates the majority of his regular hours worked.

11.07 New Positions/Vacant Positions - When new positions are created and when vacancies occur which the Employer requires to be filled, they shall be posted by the Employer for five (5) working days as follows:

- a) New positions will be simultaneously posted in the department where the vacancy occurs and posted for all members of the bargaining unit. It is understood that persons in the department, where the vacancy occurs, will have seniority over other members of the bargaining unit. **Full time positions will be filled; first by part time employees in that job classification then by casuals in that job classification, then department employees and then all other bargaining unit members in the facility. Part time positions will be filled by seniority in that job classification, then by department and then by all other members in the bargaining unit in the facility.** When a fulltime and part-time position becomes available at the same time, the full time position will be posted and filled prior to the part-time job being posted;
- b) If no applicants, the job will be posted for a further five (5) days and shall be open to all members of the bargaining unit;
- c) The Employer shall post the names of the successful applicant within ten (10) days after the position(s) being filled;

d) No outside advertising for any job vacancies shall be placed until the job vacancy has been posted. Where there are no successful applicants, the Employer may obtain personnel from outside the Bargaining Unit;

e) A copy of all job postings and the names of the successful applicant(s) including successful applicants outside the facility will be given to the unit chair;

f) If successful applicants are not attained, the company will reduce the qualifications and re-post simultaneously both inside this facility as well as outside the facility for ten (10) days.

11.08 Break of Seniority - An employee shall lose all seniority and his employment shall be deemed to be terminated if he:

(a) quits;

(b) retires;

(c) is discharged and is not re-instated by way of a process which can be reasonable considered to be a continuum of the period of employment from which such employee was discharged (it being understood that re-hiring of the same employee after proper discharge will not be considered to be reinstated);

(d) fails to return to work after completion of a leave of absence;

(e) utilizes a leave of absence for purposes other than those for which the leave may have been granted;

(f) is laid off for a period of more than twelve (12) months;

(g) is absent from work for more than five (5) consecutive days for which such employee was regularly scheduled to work without reasonable cause;

(h) upon recall from layoff if the employee does not notify the Employer within three (3) business days of his or her intention to return to work or does not return to work within seven (7) business days after he or she has received a recall notice by registered mail to his or her last address recorded with the Employer.

(i) **Casual employee will lose seniority, if they are unavailable for more than seven (7) call-in shifts in a row without reasonable cause. If a pattern of unavailability is noted, wherein a casual employee misses six (6) call in shifts in a row for more than two (2) separate occasions, the casual employee will**

lose seniority. Casual employees must notify the administrator in writing as per Article 18.03 of any reason that would require them to be unavailable for a period of one (1) week or longer.

11.09 Lay-offs and Recalls - Employees shall be laid off in the reverse order of their seniority, provided that the remaining employees are qualified to do the work which is available. Employees shall be recalled in reverse order of lay-off, provided that such employees are qualified to do the work which is available. No new employee shall be hired until those laid off have been given an opportunity of recall, subject to the employee having the necessary qualifications to perform in the classification. Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure set out in paragraph 8.04.

11.10 Transfers Out of Bargaining Unit - No employee shall be transferred to a position outside of the Bargaining Unit without his consent. If an employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority to the date of such transfer, but will not accumulate any further seniority.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Temporary Positions - The Employer shall not be prevented from temporarily filling any position. The Employer shall post temporary vacancies which the Employer requires to be filled and have an expected duration of sixty (60) days or more. Employees who are successful applicants for temporary vacancies through the job posting process or otherwise shall be returned to their former positions and schedules upon completion of such temporary vacancies. In instances where an employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s).

Employees will receive full benefits for the temporary vacancy they are filling, after a period of twelve (12) months. It is also agreed that if the former employee returns to work, all employees will return to their former positions related to such temporary vacancy.

12.02 Trial Period - The successful applicant on any job posting shall be given (3) three months to acquaint himself with the duties of the job. If after such time the applicant proves unsatisfactory in the position or if the applicant requests, he shall be returned to his former position and salary rate and any other employee promoted or affected as a result of the rearrangement of positions shall also be returned to his former position and salary rate.

12.03 Training - Training and orientation as determined by the Employer will be provided to new employees and employees who transfer to other jobs within the Bargain Unit.

12.04 Employment Status - When a part-time employee temporarily replaces a full-time employee, the part-time employee shall continue part-time employee status.

12.05 The parties agree that no part-time employee shall hold more than one (1) posted scheduled position. **And one casual position in an alternate classification that you have been the successful applicant for, provided you have the required qualifications, required of the alternate classification.**

Casual employees cannot hold more than 2 (two) casual positions.

ARTICLE 13 - HOURS OF WORK

13.01 Hours of Work - The parties hereto acknowledge and agree that it is intended that the Employer will schedule full-time employees for regular working hours equaling eight (8) consecutive hours per day and eighty (80) hours bi-weekly within which the full-time employees will be paid 7.5 hours and have a thirty (30) minute unpaid lunch period.

Part time employees will be scheduled up to and including (48) forty eight hours bi-weekly and up to 7.5 hours per day.

13.02.1 a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Individual employee requests for specific days off (i.e. change in regular day off, vacation, lieu day) must be submitted on such forms as attached and provided within the department to their supervisor two (2) weeks in advance of the posting of the schedule. All changes thereto shall be posted. Employees will be shown on the schedule as per work status fulltime, part-time, and casual. Copies of schedules will be **given** to the Union **when posted**;

REQUEST FOR SPECIFIC DAY OFF DURING A BI WEEKLY PAY PERIOD

Check off one of the following:

_____ Regular Day Off (a) Not to be used before or after vacation
(b) no more than 1x per three month interval
(c) demonstrates inability to mutually exchange as per
13.02j

_____ Vacation

_____ Lieu Day

Name of Employee:

Department:

Supervisor:

I, _____, request the following day(s) off during
bi-weekly pay period

- 1.
- 2.
- 3.

I understand that approval of this request is dependent upon approval of my immediate supervisor and needs of the department. Should circumstances within the department and with the schedule arise which conflict with my request, my request will cease at this time with notice given to me of the same by my immediate supervisor.

Employee

Supervisor

Date:

b) Schedules once posted will not be changed unless mutually agreed between the employee and the employer. Where the posted work schedule of a full time employee is changed without providing the employee one (1) day notice, then the employee shall be paid at time and one half (1 1/2) for all hours worked on the changed shift;

Overtime rates will not be in effect where a fulltime or part-time employee agrees to give up a scheduled shift, in order to work more hours on another shift that becomes available on the same day they were scheduled to work;

c) All full and part-time employees will be scheduled for every second weekend off (Saturday and Sunday), or unless other specific days off are requested and approved, which will not be unreasonably withheld;

d) When an employee is required to change shifts, sixteen (16) hours shall be allotted between shifts. If, however, an employee is required to report on the second shift less than sixteen (16) hours after finishing his first shift, the employee shall be paid overtime rate for the period worked before the sixteen (16) hours time allotted for shift changes has expired;

e) An employee scheduled for a shift of at least five (5) hours will be scheduled with a

thirty (30) minute unpaid lunch period at a reasonable time within the shift. A thirty (30)minute paid lunch break reinstated for R.P.N.'s;

f) All employees shall be entitled to a rest period of fifteen (15) consecutive minutes for every three (3) consecutive hours of work, such rest period to be taken in an area made available by the employer;

g) Notwithstanding anything otherwise contained herein, overtime will not be paid either as a result of an employee requested change in shift, or in a change over to daylight savings time from the standard time or vice versa or an exchange of shifts between two(2) employees;

h) It is understood that granting of requests for exchanges of shifts are subject to the operations of the Home and are to be submitted for supervisor approval by written request, no later than three (3) days prior to being requested. Approval of request will be given no sooner than two (2) weeks and no later than two (2) days prior to the days being requested. Forms will be made available in every department;

i) Only supervisors are allowed to change posted schedules;

j) Mutual exchange - An employee shall be allowed the trading of days off or shifts with another employee of the same classification, subject to the approval of their immediate supervisor(s) and in accordance with the Employer's policy. Such mutual exchange shall be in writing and shall not require the Employer to pay overtime rate of pay or other premium pay set out elsewhere in this Agreement;

k) Where possible, employees will not be required to work split shifts, except in the case of the activation staff, in which case they may be required to work on average of one (1) or two (2) split shifts a week in order to accommodate resident programs;

l) Statutory holiday pay will not be calculated for the purpose of overtime pay when an employee receives statutory holiday pay for their day off;

m) Senior part-time employees will be scheduled until they reach or come close to forty-eight (48) hours of work (including vacation) bi-weekly. When there is a reduction to hours of work available in a department, the hours of work of the most junior part-time employee in that department will be reduced. The Company and the Union agree that when an employee gives up a shift, they are not entitled to be topped up to their forty eight (48) hours within the two (2) week schedule, unless everyone junior to them has been offered the available shift first;

n) After the schedule is posted, hours that become available will be assigned on the basis of seniority to those part-time employees with less than forty-eight(48) hours.

13.03 Shift Schedules and Changes - Shift schedules and all changes thereto shall be posted. The employees who are to be affected by the schedule change shall be notified of the changes by their respective supervisor. Where one (1) day's notice of change in shift schedule is not given to a full-time employee, he shall be paid overtime at the rate of time and one-half (1-1/2) for the first shift worked by him in the new schedule.

13.04 Call-Out by Seniority: This procedure is to be followed when calling in all employees:

1. Call out by Seniority by classification by department.
2. Employees have an option to be on or off call out list.
3. Call out shift offered to FT employees until maximum 75.0 hours bi-weekly achieved.
4. Longer call out shifts to be offered to the most senior person already working a scheduled shorter shift on that same day.
5. Once all FT employees have achieved maximum 75.0 hours bi-weekly or it is there day off then you go to part-time call-out list by seniority to achieve a maximum of 48.0 hours bi-weekly or as close as possible to it.
6. Casual employees are called-out once all part-time employees have achieved a maximum of 48.0 hours bi-weekly. Casual employees can be called-out to reach a maximum of 48.0 hours bi-weekly.
7. If all of the above procedures have been followed and a replacement is still required, then you commence with the most senior part-time followed by casuals and offer them shifts until a maximum of 75.0 hours bi-weekly is achieved.
8. Should a replacement still be required, then you commence with calling, **two (2) phone numbers supplied by the employee starting with**, the most senior FT including those on regular days off and offer them the available shift (See** below)

When to move onto next person list:

a) No answer (NA) go to next on list:

- No Answer = No Answer
- No Answer = busy
- No Answer = answering machine
- No Answer = not at home but someone else answers

- b) Refuses to come in

**** All shifts requiring overtime pay must be authorized and approved by a supervisor. Compensation for call in shift begins when employee commences work and signs in accordingly. The employee is to be given the option of staying for the full shift.**

ARTICLE 14 - OVERTIME

14.01 Overtime Policy

i) Overtime shall be paid at the rate of one and one half (1.5) times an employees regular rate of pay for all hours worked in excess of eighty (80) hours biweekly. Full time employees will be paid overtime for hours worked beyond their regular scheduled shift and for hours worked on their scheduled day off. Part-time employees will be paid overtime for hours worked beyond their regular scheduled shift.

ii) In the case of nursing employees who are scheduled for ten (10) hours per day (9.5 hours work and 30 minutes paid lunch), overtime will be paid for all hours worked in excess of (eighty) 80 bi-weekly.

iii) The employee shall give as much advance notice of overtime as reasonably practicable.

iv) Overtime shall be distributed as equally as possible amongst those employees who normally perform the work in question, within a two (2) week period, taking into consideration their availability and wishes.

v) When it is necessary to retain employees beyond their normal quitting time on an overtime basis, and the period of work is known to be less than a full shift, such work shall first be offered to the employee(s) doing that work during the shift.

vi) An employee required to work more than two (2) hours beyond their regular quitting time will receive an appropriate meal.

vii) Early callout with only one (1) hour notice prior to the shift a meal voucher will be provided.

14.02 Set-off Prohibited - No lay-off shall be set off against accrued overtime and no employee shall be required to lay-off during regular hours to equalize any overtime work.

14.03 i) Call Out – When an employee is called back to work after working their shift, the employee will be paid a minimum of four (4) hours. Overtime rates will be applied as per Article 14;

ii) Early Call Out - Where an employee is called out to work in advance of their regular shift and does not leave the Home but stays to work their regular shift, they will receive overtime rates for those hours worked which preceded their regularly assigned shift.

ARTICLE 15 - PAID HOLIDAYS

- 15.01 a) Work on a Statutory Holiday will first be offered to senior employees who would be normally scheduled that day provided they give management notice prior to the schedule being posted.

Applicable Days - The Employer recognizes the following days as paid holidays:

New Year's Day
 Good Friday
 Easter Monday
 Victoria Day
 Dominion Day
 Civic Holiday in August
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day
 Family Day (Third Monday in February)

and any other day proclaimed as a statutory paid holiday by any governmental authority having jurisdiction.

15.02 Holiday Pay

a) A full time employee shall receive his regular straight time hourly rate of pay for each of the holidays referred to in paragraph 15.01, without being required to perform work. To be eligible for pay on the above-named holidays, an employee must have reported for work on the last regular scheduled work day prior to the holiday and the first regular scheduled work day following the holiday, unless the employee has been excused with the permission of the Employer or on legitimate sick leave or vacation. For all other employees, the contractual rate of pay would continue to be applied to hours defined by the Employment Standards Act;

b) The Company and Union agree for Article 15.02 calculation of holiday pay. Full-time employees who regularly work flexible hour shifts, the employee will be paid the better of either 1) the actual hours worked on the stat holiday or 2) the average of twenty (20)

shifts worked for the previous four (4) weeks prior to the stat holiday.

Full-time employees who do not work the stat holiday and regularly work flexible hour shifts, the employee will be paid for the stat holiday the average of twenty (20) shifts worked for the previous four (4) weeks prior to the stat holiday.

c) Part time employees who work the stat holiday will receive stat pay based on their hours worked at the current rate of pay, excluding overtime hours.

15.03 Holiday Overtime - An employee required to work on any of the above-named holidays will be paid holiday pay plus payment for the number of hours worked at the rate of time and one-half (1-1/2) his regular straight time rate of pay.

15.04 Vacation Overlaps - In the event that one (1) or more of the paid holidays occur during an employee's annual vacation, he shall be allowed the extra days off with pay at a time of mutual agreement between the employee and his supervisor, but in any event within six (6) months of such paid holiday.

15.05 Day-off Overlaps - In the event that a paid holiday falls on an employee's scheduled day off and he has qualified for holiday pay in accordance with Article 15.02, he shall be paid a day's pay or if mutually agreed, take an extra day off with pay at a time mutually agreed upon by the employee and his supervisor, but in any event within six (6) months of such paid holiday.

15.06 Time Off in Lieu - An employee who works on a statutory holiday may elect to be paid for such holiday at overtime rates plus holiday pay or he may elect to be paid overtime rates and take a day off with pay in lieu. The employee must notify his supervisor two (2) weeks in advance of the statutory holiday as to method of payment and such day must be scheduled by mutual consent between the employee and his supervisor but in any event within six (6) months of such paid holiday. Each employee shall be allowed to accumulate a maximum of three (3) days off pursuant to the provisions of this paragraph and cannot be booked off in succession (three (3) at a time) during prime time or Christmas prime time. Management will advise the Union of the date in December that these days off must be taken by. The date will be the latest date possible in December.

15.07 Time Off in Lieu - It is understood that lieu days will be paid out at the rate of pay in effect at the time the lieu day was earned. In the event of renewed collective agreement and retro activity has been negotiated or awarded, it shall be applied to the lieu day(s) if applicable.

15.08 Christmas and New Year's Day – It is agreed that under normal conditions, fifty percent (50%) of the employees shall have Christmas day off work and the remaining fifty percent (50%) of the employees shall have New Year 's Day off work. To the greatest extent possible, this shall be done by mutual consent of the employees, provided that the decision of the Administrator shall be conclusive and final in that regard. In the event that there are too many requests for either Christmas/New Year's Day off, the deciding factor shall be

bargaining unit seniority. All employees requesting to work both holidays shall be entitled to do so by seniority.

The existing agreed to form (Christmas/NewYear request for time off), will be used for this purpose.

ARTICLE 16 - VACATIONS

16.01 Eligibility - In each calendar year, each employee shall be entitled to receive vacation time, with vacation pay based on 2% for each week of vacation based on the gross earnings (excluding any vacation pay) of the employee during the previous twelve (12) month period. (January - December)

<u>Length of Employment</u>	<u>Vacation Entitlement</u>
Less than one (1) year	None or as required by law
One (1) year	Two (2) weeks
Four (4) years	Three (3) weeks
Eight (8) years	Four (4) weeks
Fifteen (15) years	Five (5) weeks
Twenty-two (22) years	Six (6) weeks
Thirty (30) years	Seven (7) weeks

Increased accrual for the transition year will begin in January of the year in which the employee reaches his anniversary date so as the accumulate full accrual in the subsequent taking year of vacation entitlement.

16.02 Vacation Pay - Vacation pay will be 2% for each week of vacation based on the gross earnings (excluding any vacation pay) of the employee during the previous twelve (12) month period. Full time and part time employees shall receive their vacation pay on the pay immediately preceding their vacation.

Part time employees will be allowed to take the equivalent number of days off that their vacation pay covers. They will be allowed to take any additional vacation time according to their vacation pay allotment that is not covered with vacation pay off if requested at the time of booking vacations.

16.03 Vacation Time Non-cumulative - Vacations will not be cumulative from year to year and all vacations must be taken **by** December **31st** of the applicable calendar year. At the request of any employee, the Employer may, at its discretion, defer up to one (1) week's vacation, which will be carried over to the next year's vacation entitlement.

16.04 Increase of Eligibility - An employee who reaches the next higher vacation entitlement will be allowed to take the additional week in the calendar year during which he reaches the required years of employment, provided that such additional week of vacation is taken after the applicable vacation eligibility date.

16.05 Requests for Vacation Time

- a) Employees shall make their requests for vacation time to the Employer prior to April 1st in any calendar year. Employees who fail to do so shall have their vacation scheduled by the Employer. The Employer shall post a list for requests by January 15th of each calendar year. **The Employer shall post the approved vacation schedule, within ten (10) days, and a copy will be given to the Unit Chair on the following day;**
- b) A minimum of two (2) employees will be allowed off on vacation per week. More than two (2) employees can be allowed to be off, governed by operational requirements of the Home at the discretion of the supervisor **and will not be unreasonably withheld.**

16.06 Conflicting Requests - Vacations shall be scheduled by the Employer considering the seniority and the wishes of the Employees concerned, and when there is a dispute as to the same choice of dates between two (2) or more employees, seniority shall govern.

16.07 Christmas Season – Requests for vacation time during the Christmas season from December 15th to December 31st in any calendar year, shall be considered on an individual basis, **by seniority**, and granting of same will be at the sole discretion of the supervisor in the department. No more than one **person per day** per department will be **granted, and will not be unreasonably withheld.**

16.08 Vacation Entitlement - Prime Time

1. Prime time shall be defined as the period from June 1st to September 1st inclusive.
2. Vacation requests to be complied by employees on department vacation request sheets posted in January of the respective year. Requests for vacation to be received by April 1st of that year, except in the case of the employee or employees who are entitled to more than three (3) weeks. These employees shall be given an extension to book remaining entitlement in excess of three (3)

weeks up until April 15th of respective year.

3. Vacations will be scheduled according to seniority and/or agreement of employees concerned.
4. An employee who qualifies for over three (3) weeks vacation entitlement will be granted a maximum of three (3) consecutive weeks scheduled in prime time as defined in item 1, the additional week(s) to be taken outside of this time frame unless week(s) remain unclaimed by junior staff of the department.
5. Exception to this would occur in the case of an employee who requests additional time off needed for an extended trip requiring the extra week(s). The employee should request this in writing with explanation to his immediate supervisor. Again, seniority would be a consideration as well as the safe and efficient scheduling of remaining staff of the department.

ARTICLE 17 - SICK LEAVE

17.01 Liability for Compensation - Every employee shall be entitled to Sick Leave if and when the same occurs, without pay, and shall receive compensation for Sick Leave only in accordance with the short-term disability plan contemplated pursuant to this Article 17, and the Employer shall bear no responsibility or liability for payment of any such compensation.

17.02 Notification - If and when any employee requires sick leave, he shall so notify his supervisor or the Administrator as soon as reasonably possible, and shall make his best efforts to give such notice at least three (3) hours prior to the commencement of any scheduled shift for such employee.

17.03 Medical Certificates - Every employee shall provide to the Employer a medical certificate or other reasonable medical evidence issued or given by a duly qualified medical practitioner licensed to practice in the Province of Ontario in the case of each sick leave taken by such employee which:

- (a) continues for seven (7) or more consecutive days;
- (b) continues for two (2) or more consecutive days if requested by the Administrator in writing; and
- (c) immediately precedes or follows any scheduled vacation time or scheduled consecutive days off of two (2) or more days.

17.04 Abuse of Sick Leave – Benefits have been negotiated for employees providing for no loss of wages when unable to work due to non occupational illness, surgery or accident of a non occupational nature. There is a concern that these benefits are being abused.

Employee Responsibility: If an employee is unable to report for a scheduled shift for any reason, the employee must notify supervisor or designate of their inability to work no later than outlined in Article 17.02 barring unforeseen or emergency circumstances.

If the reason for absence is due to personal illness, surgery, or accident of a non occupational nature, the employee is entitled to sick pay benefit.

Supervisor's Responsibility: The supervisor and or designate who receives the call from an employee who is unable to report for scheduled shift must record the following information on the provided form:

- Date and time call is received
- Name of the employee. If someone other than the employee is making the call, the name and telephone number of the caller.
- The reason for the absence.
- When the employee expects to return to work.

Abuse of the Benefit: If there is reasonable cause to believe that the illness, surgery or accident of a non occupational nature is not legitimate, or if an employee has a high level of absences, or if the employer suspects that the employee is abusing the sick benefit, the employee will be interviewed. The employee may be accompanied by a steward. The purpose of the meeting will be to discuss with the employee his absentee problem and provide the employee with information on available services and treatment if need be. The employee suspected of sick leave abuse, may be requested to provide medical certificates, at no cost to the employee, by a duly qualified medical practitioner licensed to practice in the province of Ontario, to the Administrator for each and every day absent. The certificate is to state date and time seen by a duly qualified medical practitioner and the reason for their absence. Absenteeism will be monitored. If the employee's attendance record improves for a period of six months, the employer will not unreasonably request the presentation of a medical certificate on future occasions of absence when abuse is not suspected.

If an employee is found to be abusing the sick pay benefit, fails to provide medical certification or falsely claims entitlement to the sick pay benefit, he/she will be subject to discipline.

17.05 Employees who have completed their probationary period will be credited with eight (8) sick days each calendar year. Employees will be able to carry over **five (5) from previous year if not used to a maximum of thirteen (13) days per calendar year.**

Sick days for part time employees will be paid out on a pro-rated formula using the same formula as employee payment of benefit (number of regular hours worked on a bi-weekly basis over eighty (80)).

Employer will pay wages at 60% of gross earnings commencing on day one (1) of accident, day surgery, or hospitalization to a post probationary employee until 8th day coverage when Short Term Disability plan currently offered commences. The sole and only purpose of this plan is protection of employees against loss of income.

17.06 Short-Term Disability Plan - The Employer will provide a short-term disability plan designed to compensate each employee (other than probationary employees and casual employees) for sick leave if and when occurring. Such plan shall provide for payment to each employee while on sick leave in an amount equal to the lesser of sixty percent (60.0%) of the gross weekly earnings of such employee and the maximum weekly benefit payable under the Employment Insurance (EI), such payment to commence on the eighth (8th) day of sick leave and to continue for seventeen (17) weeks thereafter.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Parental Leave - Every employee shall be entitled to parental leave of absence, without pay, in connection with the birth of a child or adoption of a child who at the time of adoption is less than one (1) year of age. The length of parental leave shall be for the period before and/or after the date of birth or adoption, as the case may be, which is the greater of six (6) months and the aggregate of any periods of parental leave statutorily prescribed by every governmental authority having jurisdiction, provided that the period of parental leave shall include the entire period during which parental benefits are paid under the Employment Insurance plan. If required pursuant to medical certificate or in the reasonable opinion of the Administrator, parental leave may be extended for a further period not exceeding six (6) months, without pay. When a medical certificate is provided stating that a longer period of parental leave is required for health reasons, the employee shall be entitled to such coverage as is provided by the Benefit Plans. While on parental leave, and employee shall retain his/her full employment status and accumulate all benefits under this Agreement, including seniority. When an employee decides to return to work after parental leave, he/she shall provide the Employer with at least two (2) weeks' prior notice. On return from a parental leave, the employee shall be placed in his/her former position.

18.02 Bereavement Leave - In the event of a death in the immediate family of an employee, such employee will be granted a leave of absence, without loss of pay, for all scheduled hours that would have otherwise been worked by such employee during any three (3) day period which commences on or before the date of the funeral and includes such date. The immediate family of an employee shall be deemed to be limited to his spouse, son, daughter, brother, sister, father, mother, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parents, and legal guardian.

18.03 Personal Leave - For personal reasons and upon request in writing, an employee may be

granted a leave of absence for up to three (3) months without pay. The request for the leave cannot be to perform other gainful employment. The decision of the Employer to grant such leave shall be made in writing and shall be made having regard to the effect that such leave will have on the efficient operation of the Home **and will not be unreasonably withheld.**

Personal leave of absence excluding medical or family emergency, will not be granted in prime time, unless all vacation requested has been granted or the employee requesting time off has taken their vacation.

18.04 Union Leave - A leave of absence without pay shall be granted to any employee for the purpose of his attendance at conventions, schools and seminars conducted by the Union, provided that,

- (a) the Union gives the Employer at least two (2) weeks notice in advance of the employee's absence;
- (b) in the judgment of the Employer, the efficient operation of the Home shall not be affected by such leave;
- (c) there shall be no more than one (1) employee from each department on any such leave at any one time;
- (d) no single employee shall be granted more than two (2) weeks of such leave in any calendar year unless otherwise permitted in the sole discretion of the Employer; and
- (e) no such leaves of absence will be granted if any part thereof falls within the period of December 15th to December 31st in any calendar year.

All **elected** union members while on Union leave shall continue to be paid the equivalent straight time pay and benefits that the union member would have received if he/she were scheduled to work. But save for the purposes of seniority, all **elected** union members shall be deemed not to be at work for the Employer while on Union leave. The Union agrees to fully reimburse the Employer for any and all payments made to or on behalf of all **elected** union members, no later than 30 days of the completion of his/her Union leave. **Elected employees are those that hold a position in the Local as per the United Steelworkers Constitution.**

18.05 Civic Duty Leave - The Employer shall grant a leave of absence without loss of seniority or benefits to an employee who serves as a juror or who is subpoenaed as a Crown witness in any court of competent jurisdiction, provided that the employee so notifies the Employer forthwith upon being summoned to serve as a juror or subpoenaed as a Crown witness. The Employer shall pay such employee the difference between his regular earnings and the payment he receives for jury duty or as a Crown witness, excluding payment for traveling, meals and other expenses. The employee will present proof of such service and the amount of

pay received. Time spent by an employee as a witness on behalf of the Employer in any court action, hearing or similar proceeding shall be considered as time worked at the appropriate rate of pay.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Scales - The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions. If there is an error in the calculation of an employee's remuneration exceeding fifty dollars (\$50.00), the employee will be reimbursed as soon as reasonably practicable after having advised the Employer of the error. If any such error is equal to \$50.00 or less, the employee will be reimbursed on the next bi-weekly pay date.

19.02 Temporary Upgrading - When an employee is assigned to temporarily relieve and perform the principle duties of a higher paying position for one-half (1/2) shift (four (4) consecutive hours) or more, he shall receive the rate of pay for the job to which he is assigned.

19.03 Temporary Downgrading - When an employee is temporarily assigned to a position paying a lower rate of pay, his rate of pay shall not be reduced unless such assignment is due to a lay-off or demotion, in which case, the employee shall receive the rate of the job to which he is assigned.

19.04 Night Shift Premium - Effective as of the date of execution of this Agreement, a premium of fifteen cents (\$0.15) per hour shall apply to all shifts in which the majority of hours are worked between 3:30 p.m. and 9:00 a.m.

ARTICLE 20 - JOB CLASSIFICATION AND RECLASSIFICATION

20.01 Creation and Amendment - Within sixty (60) days of the signing of this collective agreement, the Employer agrees to draw up job descriptions for all positions and classifications in the Bargaining Unit. These descriptions shall be provided to the Union and shall become the recognized job descriptions until amended, revised or otherwise agreed by mutual consent of the parties.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Benefit Plans - Throughout the term of this Agreement the Employer shall take out and maintain the following benefits and insurance coverage's (the "Benefit Plans") in respect of all

employees in the Bargaining Unit other than probationary employees and casual employees:

- (a) Group Life Insurance has increased to \$30,000.00 per employee;
- (b) Short-Term Disability Insurance in accordance with paragraph 17.04 hereof;
- (c) Long-Term Disability Insurance in an amount not less than 60% of the gross monthly earnings of each employee;
- (d) Vision Care to a maximum of **\$250.00** for every twenty-four (24) month period for each employee and his or her spouse and **\$250.00 for every twelve (12) months period** for children;
- (e) Dental Care: 100% coverage to a maximum of \$1500.00 for every calendar year using current ODA fees;
- (f) Extended Health Coverage, including prescription drug plan.
- (g) Chiropractor co-pay 50/50 maximum of \$300.00 (\$150.00 employee/\$150.00 employer) per year.

21.02 Employer Responsibility for Premiums - The Employer shall be responsible for and pay the premiums charged for the Benefit Plans on the following basis:

- (a) for each full-time employee, the Employer shall pay one hundred percent (100%) of the billed premium per employee;
- (b) for each part-time employee, the Employer shall pay the amount equal to the billed premium per employee multiplied by the fraction of which the numerator equals the actual number of regular hours worked by such employee on a bi-weekly basis and the denominator equals eighty (80);
- (c) the Employer shall be entitled to deduct from bi-weekly earning of each part-time employee the amount equal to the billed premium per employee minus the amount determined in accordance with sub-paragraph 21.02 (b) hereof;
- (d) the Benefit Plans shall not be provided for any probationary employee or casual employee.

21.03 Continuation of Benefits - The Employer's contribution to the premium cost of the Benefit Plans shall continue when an employee is:

- (a) laid off for a period not exceeding twelve (12) months;

(b) on sick leave for as long as coverage is provided in accordance with paragraph 17.04; or

(c) is absent from work on approved leave of absence.

21.04 Administration of Benefit Plans - All of the benefits set out in the Benefit Plans shall be more particularly described and set forth in the respective plan documents or policies of insurance. Each employee shall be solely responsible for resolving with the insurer(s) any disputes concerning the payment or provision of benefits under any of the Benefit Plans. The Employer shall not be responsible for any of the benefits payable or to be provided under the Benefit Plans or for resolving any disputes between any employee and the insurer(s) of the Benefit Plans; however, the Employer will make its best offers to assist the employees to adjust and settle any such disputes.

21.05 Waiver of Benefit Plans - Any employee may waive the benefits available to such employee under the Benefit Plans, or may waive part of such benefits if permitted by the insurer(s) of the Benefit Plans, by giving written notice to that effect to the employer in such form as may be required by the Employers or as may be prescribed by the insurer(s) of the benefit plans.

21.06 Group RRSP - The Employer agrees to arrange for the establishment of a group Registered Retirement Savings Plan and will pay for the administration of such plan. Employees may, at their option, contribute to such plan by way of payroll deduction. The Employer will match an employee's RRSP contribution up to **\$0.47 (forty-seven cents)** per regular hour worked from **January 1, 2012, to December 31, 2012**; **\$0.50 (fifty cents)** per regular hour worked from **January 1, 2013 to December 31, 2013**, and **\$0.53 (fifty-three cents)** from **January 1, 2014 to December 31, 2014**. Employer contributions based on employee match. Should an employee not contribute, the employer will not be obligated to do so.

When there is a change in the Insurance Carrier for the Registered Retirement Savings Plan. The Employer and a financial representative will conduct information in service for all employees to attend. Also, one on one individual session will be arranged with the financial representative and all employees that choose to participate in the Registered Retirement Savings Plan.

Both employee and employer RRSP contributions can only be redeemed from the established group Registered Retirement Savings Plan when the employee retires, or employment has been severed and/or terminated. This excludes any additional contributions over and above what is outlined in Article 21.06

ARTICLE 22 - NO STRIKES OR LOCK-OUTS

22.01 Strikes Prohibited - The Union hereby covenants and agrees that, for and during the

term of this Agreement and for so long as the same continues to operate, none of the Union or any of its directors or officers, the Bargaining Unit or any of its Stewards or officials, or any employee shall demand, call for, encourage or participate in any "strike" within the meaning of the Act.

22.02 Lock-outs Prohibited - The Employer hereby covenants and agrees that, for and during the term of this Agreement and for so long as the same continues to operate, none of the Employer or its officers or directors, the Administrator or any manager, supervisor, person above the rank of supervisor or other employee of the Home not included in the Bargaining Unit, shall suggest, encourage, cause, participate in or approve any "lock-out" within the meaning of the Act.

ARTICLE 23 - TERM OF AGREEMENT

23.01 Term - This agreement shall become effective on **January 1, 2012**, and will remain in effect until **December 31, 2014**, and shall continue in force from year to year thereafter unless either party gives written notice of termination to the other not less than sixty (60) days and not more than ninety (90) days prior to December 31st of each year commencing with the year ending **December 31, 2014**.

23.02 Other Amendments - This Agreement may be amended at any time during the term hereof or any renewed term hereof by agreement in writing made between the parties.

ARTICLE 24 - EMPLOYER SUCCESSION

24.01 Employer as Mortgagee in Possession - The Union, for itself, the Bargaining Unit and all employees, hereby acknowledges and agrees that the Employer is the first mortgagee of the lands comprising the Home and the Employer has taken possession and control of the Home and has been and continues to undertake the management of the Home as first mortgagee in possession.

24.02 Disposition of Home - The Union, for itself, the Bargaining Unit and all employees, hereby acknowledges and agrees that the Employer shall only be bound pursuant to the terms and conditions of this agreement for so long as the Employer is the first mortgagee in possession of the Home and that, upon completion of any sale or other disposition of the Home and its assets by the Employer to any other person, firm or corporation (the "Successor") pursuant to the provisions of the Employer's mortgage and other security, the following provisions shall apply:

- (a) the Employer shall be automatically released from all of its obligations and

liabilities under and pursuant to this Agreement in respect of any matters arising hereunder from and after completion of any such sale, and the Union shall execute and deliver to the Employer a release and acknowledge of the same in such form and content as is reasonably satisfactory to the parties and their respective solicitors;

(b) the Successor shall provide a written acknowledgment to the Union that, from and after completion of such sale and pursuant to Section 64 of the Act, the terms and conditions of this Agreement shall be fully binding upon and inure to the benefit of the Successor as if the Successor had been an original party to this Agreement in place of the Employer.

24.03 Indemnification - The Union hereby covenants and agrees to save and defend the Employer harmless from any and all actions, causes of action, proceedings, claims, demands, liability, costs and expenses of every nature and kind whatsoever arising from or in connection with any allegation or claim by any person, firm or corporation that the Employer was lacking in any authority to enter into this Agreement pursuant to the Employer's mortgage and/or other security documents.

ARTICLE 25 - MISCELLANEOUS

25.01 Bulletin Board - The Employer shall provide a bulletin board upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to employees. The Union agrees that all notices, except notices of regular meetings or special meetings of the Union Local, must be signed by an officer of the Union and submitted to the Administrator or when the Administrator is not available, to his designate for approval prior to posting, which approval shall not be unreasonably withheld.

25.02 Parking - Free parking facilities will be provided for the employees.

25.03 Lockers - Lockers will be made available for the use of employees.

ARTICLE 26 - GENERAL CONTRACT PROVISIONS

26.01 Entire Agreement - This Agreement constitutes the entire agreement between the parties and there are no other representations, warranties, terms or conditions pertaining to this Agreement or the subject matter hereof other than as herein set forth.

26.02 Time of the Essence - Time is and shall remain of the essence under and pursuant to this Agreement.

26.03 No Waiver of Defaults - Failure by any party to strictly enforce any provisions hereof shall not operate as a waiver or limitation of such party's rights hereunder in respect of any

subsequent default.

26.04 Severability - If any provision of this Agreement or the application thereof to any person or circumstance is to any extent held or rendered invalid, unenforceable or illegal, the same shall be considered separate and severable here from and all other provisions of this Agreement shall remain in full force and effect and be binding upon the parties hereto.

26.05 Agreement Binding Upon Successors - This Agreement and all rights and obligations arising from same shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal personal representatives, successors and assigns.

ARTICLE 27 - HUMANITY FUND

The Employer agrees to deduct on a twice per year basis the amount of \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to United Steelworkers, National Office, 7th Floor, 234 Eglinton Avenue East, Toronto, ON M4P 1K7, and to advise, in writing, both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The amount deducted from employees' wages shall be sent to the Humanity Fund twice per year. Deductions for the first six (6) months shall be sent no later than July 31st. Deductions for the last six (6) months shall be sent no later than January 31st. Each year, the Company agrees to report the amount deducted from each employee's pay and the total amount for the previous year contributed to the Humanity Fund on the employees' T-4's as a charitable contribution.

The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with the Article.

The first Humanity Fund deduction as aforesaid shall be for the sixth month following ratification of this agreement.

ARTICLE 28 - HEALTH & SAFETY POLICY

Great Northern Retirement Home is committed to ensuring a safe and healthy working environment for its employees, a safe setting for its residents, visitors, and contractors, and the prevention of occupational illness and injury in the workplace.

In order to achieve this objective, Great Northern Retirement Home will:

1. Comply with all relevant legislation and standards related to health & safety.
2. Identify and control hazards which may result in Occupational injuries or illnesses, and property damage.
3. Develop, implement, and monitor health & safety programs to fulfill these objectives.
4. Design and offer educational programs to increase the awareness of health & safety principles throughout Great Northern Retirement Home, and ensure that senior management, supervisors, and workers have the skills to carry out their responsibilities under the OH&S Act.
5. Take appropriate disciplinary action when employees fail to comply with safe work practices and procedures.
6. Include health and safety as a criterion in evaluating job performance.
7. Establish a communication system to inform visitors about potential hazards, so as to ensure a safe and healthy environment for all.
8. Review this policy annually with the Joint Health & Safety Committee, and Senior Management, and report to the Owners.
9. Ensure that the Administrator reviews and signs this policy statement annually.

Responsibilities

Employer

An 'employer' is a person who employs one or more workers or contracts for the services of one or more workers.

Employers shall ensure that:

1. The equipment, materials, and protective devices as required by the OHSA, are provided.
2. The equipment, materials, and protective devices provided by the employer are maintained in good condition.
3. The measures and procedures prescribed are carried out in the workplace.
4. The equipment, materials, and protective devices provided by the employer are used as required by the OHSA.
5. A floor, roof, wall, pillar, support, or other part of a workplace is capable of supporting all loads to which it may be subjected without causing the materials therein to be stressed beyond the allowable unit stresses established under the Building Code Act.
6. Provide information, instruction, and supervision to a worker to protect the health or safety of the worker.
7. When appointing a supervisor, appoint a competent person.

8. Acquaint a worker or person in authority over a worker with any hazard in the work and in the handling, storage, use, disposal, and transport of an article, device, equipment, or a biological, chemical, or physical agent.
9. Afford assistance and cooperation to a committee in the carrying out by the committee of any of its functions.
10. Only employ in or about the workplace a person over 14 years of age.
11. Take every precaution reasonable in the circumstances for the protection of a worker.
12. Post in the workplace a copy of the Occupational Health & Safety Act and any explanatory material prepared by the Ministry, both in English and in the majority language of the workplace, outlining the rights, responsibilities, and duties of workers.
13. Prepare, and review at least annually, a written occupational health & safety policy, and develop and maintain a program to implement that policy.
14. Post in a conspicuous location in the workplace, a copy of the occupational health & safety policy.
15. Provide to the Joint Health & Safety Committee a copy of reports or portions of reports that concern occupational health & safety.
16. Establish an Occupational Health Service for workers, as required by the OHSA.
17. Where an Occupational Health service is established, maintain the same according to the standards prescribed.
18. Keep and maintain accurate records of the handling, storage, use, and disposal of biological, chemical, and physical agents, as required by the OHSA.
19. Accurately keep and maintain and make available to the worker affected, such records of the exposure of a worker to biological, chemical, or physical agents, as required by the OHSA.
20. Notify a director of the use or introduction into a workplace of such biological, chemical, or physical agents as required by the OHSA.
21. Monitor at such time or times, or at such an interval or intervals the levels of biological, chemical, or physical agents in the workplace and keep and post accurate records thereof as required by the OHSA.
22. Comply with a standard limiting the exposure of a worker to biological, chemical, or physical agents as required by the OHSA.
23. Comply with a standard limiting exposure of a worker to biological, chemical, or physical agents.
24. Establish a medical surveillance program for the benefit of workers as required by the OHSA.
25. Provide for safety related medical examinations and tests for workers as required by the OHSA.
26. Where so prescribed, only permit a worker to work or be in a workplace who has undergone such medical examinations, tests, or X-Rays as required by the OHSA, and who is found to be physically fit to do the work in the workplace.
27. Where so prescribed, provide a worker with written instructions as to the measures and procedures to be taken for the protection of the worker.
28. Carry out such training programs for workers, supervisors, and committee members, as required by the OHSA.

Supervisor

A 'supervisor' is a person who has charge of a workplace or authority over a worker, and can include Lead Hands and Line Supervisors, Department Heads, and Directors.

Supervisors shall:

1. Ensure that a worker works in the manner and with the protective devices, measures, and procedures required by this Act and the regulations; as well as with the equipment, protective devices, and measures that Great Northern Retirement Home requires.
2. Be familiar with the applicable requirements of the Occupational Health & Safety Act and Regulations, and ensure compliance.
3. Understand and enforce Health & Safety policies and procedures.
4. Ensure that workers do not use or operate any equipment, machine, device, or thing or work in a manner that may endanger himself, herself, or any other worker.
5. Advise each worker of the existence of any potential or actual danger to the health or safety of the worker, of which the supervisor is aware.
6. Where so prescribed, provide a worker with written instructions as to the measures and procedures to be taken for the protection of the worker.
7. Investigate and determine the causes of accidents and injuries, and initiate or recommend corrective action.
8. Ensure workers receive proper training and instructions prior to the commencement of work.
9. Identify and inform superiors of occupational health & safety concerns.
10. Take every precaution reasonable in the circumstance for the protection of a worker.

Worker (Employee)

The term 'worker' refers to all individuals who perform work or supply services for monetary compensation.

Workers shall:

1. Know the requirements of the health and safety program.
2. Comply with all legal requirements under the Occupational Health & Safety Act and the Workplace Safety and Insurance Act, and the regulations that apply to Great Northern Retirement Home.
3. Use or wear the equipment, protective devices, or clothing that the employer requires to be worn, and maintain them in good condition.
4. NOT remove or make ineffective any protective device required by the regulations or by Great Northern Retirement Home, without providing a temporary protective device. When the need for removing, or making the protective device ineffective, has ceased, replace the protective device immediately.

5. Obtain proper instruction before operating any equipment, tool, machine, or thing.
6. Follow safe work procedures and practices and not engage in horseplay or pranks.
7. When in doubt about procedures, ask your supervisor before proceeding.
8. Report and, where possible, correct unsafe acts, practices, and conditions.
9. Report all injuries, no matter how insignificant they may seem.
10. Make suggestions to improve the health & safety program.

Owners

An 'owner' includes a trustee, receiver, mortgagee in possession, tenant, lessee, or occupier of any lands or premises used or to be used as a workplace; and a person who acts on behalf of an owner as an agent or delegate.

Owners of a workplace that is not a project shall:

1. Ensure that such facilities as required by the OHSA are provided.
2. Any facilities prescribed are maintained as required.
3. Ensure that the workplace complies with the regulations.
4. Ensure that any construction, development, reconstruction, or alterations are done in compliance with this Act and the regulations.
5. When required, provide to a Director any drawings, plans, or specifications of a workplace, as required by the OHSA.

Directors and Officers

Every Director and Officer of a corporation shall take all reasonable care to ensure that the corporation complies with:

- This Act and the regulations
- Orders and requirements of inspectors and Directors
- Orders of the Minister

ARTICLE 29 - INTER-EMPLOYEE HARASSMENT IN THE WORKPLACE

Great Northern Retirement Home and the Union are committed to providing a work environment where all employees are treated with respect and dignity. Each individual has the right to an atmosphere which promotes respectful interactions and is free from discrimination and harassment. Harassment affects workplace well-being and will not be tolerated.

Sources of Harassment: Harassment may come from fellow employees, union stewards and managers. Note: proper exercise of one's authority does not generally constitute harassment.

General Definition: Harassment is any improper conduct by an individual, that is directed at and offensive to another person or persons in the workplace, and that individual knew or ought

reasonably to have known would cause offence or harm. It includes any objectionable act, comment or display that demeans, belittles, or causes personal humiliation or embarrassment, and any act of intimidation or threat.

Examples of what generally constitutes harassment

- SERIOUS or REPEATED rude, degrading or offensive remarks including put-downs or insults
- Displaying sexist, racist or other offensive posters
- REPEATEDLY singling out an employee for a meaningless or dirty job not part of normal duties
- Threats, intimidation or retaliation against an employee, including one who has concerns about illegal workplace behaviors
- Unwelcome sexual advances

Examples of what *may* constitute harassment

- Criticizing an employee or co-worker in public
- Statements damaging to another person's reputation
- Making sexually suggestive remarks
- Physical contact such as touching or pinching

Examples of what does not generally constitute harassment

- Allocating work
- Following up on work absences
- Requiring performance to a job standard
- Taking disciplinary measures
- A SINGLE or ISOLATED incident such as an inappropriate remark
- Measures taken against someone who is careless in his or her work
- A social relationship welcomed by both individuals
- Friendly gestures among co-workers (such as a pat on the back)

Harassed? Make your disapproval known as soon as possible to the person who offended you, in an attempt to resolve the situation. If this doesn't work, talk to your supervisor or someone else in authority. Your supervisor and/or union steward will then initiate and complete an investigation of the complaint and together, along with the Union Chairperson, report the findings back to the complainant.

If the complaint directly or indirectly involves the complainants' supervisor or union chairperson, he or she may contact an alternate person in management or the union to ensure that the complaint is handled in a discreet and timely fashion.

Accused of Harassment? If someone informs you that your conduct is offensive, take it seriously and attempt to resolve the problem with that person. Your supervisor or union steward can provide help or guidance.

Conclusion: If the review of the allegation indicates there is harassment and the complaint remains unresolved, the delegated manager (usually the Administrator) will take appropriate corrective and/or disciplinary action up to and including termination of employment.

Disciplinary or corrective measures may also be taken against the following: any manager who is aware of a harassment situation and who fails to take corrective action; anyone who interferes with the resolution of a complaint by threats, intimidation or retaliation; or anyone who files a complaint that is frivolous or in bad faith.

Other Recourse: Should the complainant not be satisfied with the Employer's response she/he is entitled to file a grievance under the terms of the current Collective Agreement. If harassment is based on grounds under the Ontario Human Rights Code, employees have the right to file a complaint with the Commission. Assaults including sexual assault are covered by the Criminal Code and police should be contacted.

**REQUEST FOR TEMPORARY REDUCTION TO NORMAL BI-WEEKLY HOURS
(**Minimum duration 30 days maximum duration 90 days)**

NAME OF EMPLOYEE: _____

DEPARTMENT: _____

IMMEDIATE SUPERVISOR: _____

I, _____, request that my regular bi-weekly scheduled hours be reduced to _____ hours bi-weekly from my normal _____ hours bi-weekly.

I understand that this reduction is temporary in nature due to special circumstances and this reduction in hours will be in effect from _____ to _____ inclusive.

I also understand that during this period of temporary reduction in hours, I have waived by right of call-ins by seniority status and will only be called if no other replacement is available.

Employee

Supervisor

DATE: _____

Copy given to Union: Yes / No

DATE SUBMITTED: _____

SCHEDULE 'A'**January 1, 2012 (Year 1)****Increase 2.25%**

Job	Probation	After Probation	6 Months After Prob.
RPN's	\$21.94	\$22.21	\$22.50
PSW's/HCA's	\$16.60	\$16.84	\$17.13
Housekeeping Aides & Office Activity & Dietary	\$16.41	\$16.72	\$17.00
Cook	\$18.44	\$18.72	\$19.03
Maintenance	\$19.44	\$19.70	\$19.95
Mtce. #2	\$17.54	\$17.79	\$18.06
Mtce Helper	\$16.41	\$16.72	\$17.00
Student			\$10.61

SCHEDULE 'A'**January 1, 2013 (Year 2)****Increase 2.5%**

Job	Probation	After Probation	6 Months After Prob.
RPN's	\$22.49	\$22.77	\$23.06
PSW's/HCA's	\$17.02	\$17.26	\$17.56
Housekeeping Aides & Office Activity & Dietary	\$16.82	\$17.14	\$17.43
Cook	\$18.90	\$19.19	\$19.51
Maintenance	\$19.93	\$20.19	\$20.45

Mtce. #2	\$17.98	\$18.23	\$18.51
Mtce Helper	\$16.82	\$17.14	\$17.43
Student			\$10.88

Schedule `A`

January 1, 2014 (Year 3)

Increase 2.5%

Job	Probation	After Probation	6 Months After Prob.
RPN's	\$23.05	\$23.34	\$23.64
PSW's/HCA's	\$17.45	\$17.69	\$18.00
Housekeeping Aides & Office Activity & Dietary	\$17.24	\$17.57	\$17.87
Cook	\$19.37	\$19.67	\$20.00
Maintenance	\$20.43	\$20.69	\$20.96
Mtce. #2	\$18.43	\$18.69	\$18.97
Mtce Helper	\$17.24	\$17.57	\$17.87
Student			\$11.15

**FACILITY SENIORITY LIST AS AT FEBRUARY 5, 2012
FOR VACATION ACCRUAL AND LAYOFF PURPOSES**

NAME	START DATE Y/M/D	FULL-TIME	PART-TIME	CASUAL
Uusitalo, Lisa	1989/10/18	X		
Turco, Lina	1989/11/02	X		
Coutts, Tammy	1990/01/21	X		
Whalen, Suzanne	1990/10/11	X		
Shook, Lorraine	1990/10/18	X		
Atkinson, Johanna	1991/02/06	X		
Viola, Josephine	1991/10/04	X		
Schryer, Margaret	1992/02/13	X		
DelBasso, Anne-Marie	1991/05/14	X		
Muise, Sherry	1992/05/07	X		
Edwards, Sandra	1992/12/10	X		
Farrell, Heather	1993/07/25	X		
Makie, Brenda	1992/10/09	X		
Wilkins, Terri	1994/08/01	X		
Jones, Terri	1994/08/25	X		
Veldt, Karen	1995/10/24	X		
Lopes, Ann Marie	1999/09/07	X		
Vachon, Kim	2000/08/16		X	
Bumbacco, Judy	2002/03/08	X		
Moss, Scott	2002/05/13	X		
Schmidt, Jana	2002/07/31		X	
Morin, Jamie	2002/11/12		X	
Naccarato, Tammy	2003/07/10	X		
Brusven, Arnelda	2003/10/30/		X	
Hall, Kathy	2003/10/17		X	
Ness, Stephanie	2003/11/06			X
Schwarz, Debbie	2003/12/16		X	
Graham, June	2004/01/26		X	
Luxton, Jeff	2004/07/07	X		
Borgogelli, Sandra	2005/01/05		X	
D'Arcy, Cheryl	2005/03/04		X	
Looker, Nancy	2005/05/06	X		
Theriahult, Jennifer	2005/07/12			X
Cucullo, Ruth	2005/07/28			X
Vachon, Lori	2006/06/28		X	

FACILITY SENIORITY LIST AS AT JANUARY 1, 2009
FOR VACATION ACCRUAL AND LAYOFF PURPOSES

NAME	START DATE Y/M/D	FULL-TIME	PART-TIME	CASUAL
Ross, Janice	2006/07/06			X
Spears, Annette	2006/11/24			X
Giles, Andrea	2006/11/30		X	
Behnke, Vicki-Lyn	2007/05/03			X
Manuel, Shelagh	2007/05/24			X
Kelley, Aimee	2007/06/19			X
See, Brian	2007/07/16			X
MacMillan, Johanne	2008/03/21		X	
Benoit, Diana	2008/04/29			X
Couturier, Jeanne	2009/01/19			X
Hopkins, Sarah	2009/06/23	X		
McConnell, Kristy	2009/08/31		X	
Miller, Rebecca	2009/12/17			X
Neva, Kelly	2010/10/13			X
Harvey, Jennifer	2010/10/18			X
Rooley, Chelsea	2011/06/29			X
Palumbo, Miranda	2011/07/18		X	
Graham, Debbie	2011/08/10		X	
Thurlow, Ann-Marie	2011/08/11		X	
Newman, Natasha	2011/11/14			X
Charron, Megan	2012/01/05		X	
Pellerin, Linda Hamill	2012/01/20		X	
Bordin, Dianne	2012/01/24		X	

Dated this 6th day of March, 2002.

GREAT NORTHERN RETIREMENT HOME

Wanda Myers
M. Rouger
U. Ray
Wanda Myers

UNITED STEELWORKERS

Sherry Truitt
Asrock
Jack Strub

Letter of Understanding

Re: Letters of Understanding

All existing Letters of Understanding are to be deemed part of the collective agreement.

FOR THE COMPANY

FOR THE UNION

Wanda McQueen

Wanda McQueen

Wanda McQueen

Wanda McQueen

Sherry Vance

Sherry Vance

Sherry Vance

DATED November 9, 2011

Letter of Understanding

Re: Personal Leave – Article 18.03

For the Period from January 1, 2012 till December 31, 2014.

Personal Days: After the schedule has been posted:

In September of the final year, it is agreed that both parties will review:

- a) Personal Leave as per Article 18.03 – i.e. – they have not increased
- b) The Home experiences a decrease in book offs
- c) The Home experiences a decrease in overtime pay out due to continual book offs
- d) Any other criteria, which is identified that could be used to evaluate this process

A personal day off will be granted, for up to six (6) unpaid days per year, excluding prime time (June 1st to September 1st) and Christmas Season (December 15th to December 31st) for full time employees and three (3) unpaid days per year for part time employees. Under the following conditions.

- 1) It is understood the granting of the requests for personal days is subject to the operations of the Home and are to be submitted for supervisor approval by written request, no later than three (3) days prior to being taken. Requests will not be unreasonably withheld.
- 2) Such personal day shall not require the Employer to pay overtime rate of pay or other premium pay set out elsewhere in the Collective Agreement.
- 3) The employee requesting the leave must provide their own replacement.
- 4) The replacement must be according to the seniority provisions of the collective agreement.

5) The six (6) personal days cannot be taken consecutively.

FOR THE COMPANY

Nedra Mays

Wanda Mays

DATED February 8, 2012

U. Reynolds

M. Rouger

FOR THE UNION

Sherry B. Jure

L. Spook

David F. Hales