

INForm

Contract Information Form

Local	343	Amalgamated Suffix	10	District	06	Disk Copy	<input checked="" type="checkbox"/>
Staff Representative	Jesse Walker			Office	Kingston	Hard Copy	<input checked="" type="checkbox"/>
Effective Date	August 2013	Expiry Date	March 31, 2014	1 st Contract? No			
Company Name	Wellington House Nursing Home						
Company Address	Street 3000 Steeles Ave East						
	City Markham						
	Province Ont.			Postal Code L3R 9W2			
Plant Address	900 Edward	City	Prescott	Province ON			
Former Names							
Former Locals							
Comments							
Unit Type	Jurisdiction			Unit Status			
Number of Members	60	Men			Women	60	
SIC Code	Division						
Major Group							
Industry							
Products/Services	Health Care				RATIFIED: Interest Arb - Aug. 2013		

Wages on 1st day of this Contract			
Lowest \$/hr	17.01	Highest \$/hr	22.58
Average \$/hr	18.11	COLA	<input type="checkbox"/>

BENEFITS		INSURANCE		RETIREMENT	
Dental Plan	<input checked="" type="checkbox"/>	Life Insurance	<input checked="" type="checkbox"/>	Pension Plan	<input checked="" type="checkbox"/>
Vision Care	<input checked="" type="checkbox"/>	ADD Insurance	<input checked="" type="checkbox"/>	CWIPP	<input type="checkbox"/>
Drug Plan	<input checked="" type="checkbox"/>	Long Term Disability	<input type="checkbox"/>	Steelworker Pension Plan	<input type="checkbox"/>
Dependent Coverage	<input type="checkbox"/>	Weekly Indemnity	<input checked="" type="checkbox"/>	Disability Pension	<input type="checkbox"/>
Sick Days	<input checked="" type="checkbox"/>	Semi Private Hospitalization	<input type="checkbox"/>	Bridge Benefit	<input type="checkbox"/>
		Supplementary Unemployment Benefits	<input type="checkbox"/>	Unreduced Early Retirement Provisions	<input type="checkbox"/>
				Other Retiree Benefits	<input type="checkbox"/>
				Retiree Life Insurance	<input type="checkbox"/>

OTHER	
Humanity Fund	<input checked="" type="checkbox"/>

COLLECTIVE AGREEMENT

BETWEEN



**WELLINGTON HOUSE NURSING HOME
(Hereinafter called the "Employer")**

AND



**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICED WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
(Hereinafter called the "Union")**

Expiry: March 30, 2014

Table of Contents

ARTICLE 1 - PURPOSE OF AGREEMENT.....	2
ARTICLE 2 - RECOGNITION, SCOPE AND RELATIONSHIP	2
ARTICLE 3 - DEFINITIONS	3
ARTICLE 4 - MANAGEMENT RIGHTS	3
ARTICLE 5 - NO STRIKES OR LOCKOUTS.....	4
ARTICLE 6 - UNION SECURITY	4
ARTICLE 7 - UNION REPRESENTATION	5
ARTICLE 8 - NEGOTIATING COMMITTEE.....	7
ARTICLE 9 - GRIEVANCE PROCEDURE.....	7
ARTICLE 10 - DISCHARGE AND DISCIPLINE.....	10
ARTICLE 11 - ARBITRATION	11
ARTICLE 12 - SENIORITY	11
ARTICLE 13 - JOB POSTING, HIRING AND TRANSFERS.....	14
ARTICLE 14 - HOURS OF WORK AND SCHEDULES	16
ARTICLE 15 - OVERTIME, CALL-BACK/CALL-IN	18
ARTICLE 16- LEAVE OF ABSENCE	19
ARTICLE 17 - JURY OR COURT WITNESS DUTY LEAVE.....	20
ARTICLE 18 - PREGNANCY AND PARENTAL LEAVE	20
Pregnancy Leave.....	20
Parental Leave.....	22
ARTICLE 19- BEREAVEMENT LEAVE	23
ARTICLE 20 - EDUCATION LEAVE	23
ARTICLE 21 - SICK LEAVE	23
ARTICLE 22 – WORKPLACE SAFETY INSURANCE	25
ARTICLE 23 - HEALTH & SAFETY.....	26
ARTICLE 24 - PAID HOLIDAYS.....	26
ARTICLE 25 - VACATION WITH PAY.....	28
ARTICLE 26 - INSURED BENEFITS AND PENSION PLAN.....	29
ARTICLE 27 - CLASSIFICATIONS, RATES OF PAY & PAYMENT OF WAGES	30
ARTICLE 28 - MISCELLANEOUS.....	31
ARTICLE 29 – HUMANITY FUND	32
ARTICLE 30 – TERMINATION	33
SCHEDULE "A"	34
CLASSIFICATIONS AND WAGE RATES	34
LETTER OF UNDERSTANDING	35

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The general purpose of this agreement is to secure for the Employer, the Union and the employees, the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties, to set forth the conditions of employment to be observed by the Employer and the Union.

It is recognised by this agreement to be the duty of the Employer, the Union and the employees to co operate fully, individually and collectively, for the advancement of the said aforementioned objectives.

ARTICLE 2 - RECOGNITION, SCOPE AND RELATIONSHIP

- 2.01** The Employer recognises the Union as the sole and exclusive bargaining agent for all employees of Wellington House Nursing Home in the Town of Prescott save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, office and clerical staff.

- 2.02** The Employer undertakes that he will not enter into any other agreement or contract with those employees for which the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this agreement.

Any mutually agreed changes to this collective agreement before being effective must be signed by a representative of the Employer and a representative of the International Union and then shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

- 2.03** The Employer shall not contract out any work usually performed by members of the Bargaining Unit, if, as a result of such contracting out, employees are laid off, reduced in hours or prevented from being recalled.

- 2.04** Persons whose jobs are excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall cause or result in the lay off or reduction in hours of work of an employee in the bargaining unit or prevent the recall of an employee who may be qualified. It is understood that the purposes for which such person not in the bargaining unit may perform duties normally assigned to employees in the bargaining unit include instruction, experimentation, emergencies or when employees are not available.

This article is not intended to prevent residents, family members or volunteers from assisting with care or activation of residents.

2.05 NO DISCRIMINATION

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

- 2.06** The Employer agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.

2.07 The Union agrees that, except as provided for in this agreement, there will be no union activity on the premises of the Employer during the employees' working hours except by agreement with the Employer.

2.08 The Union and the Employer agree to abide by the provisions of the Ontario Human Rights Code.

2.09 Sexual and Racial Harassment

The Union and the Employer recognise that sexual and racial harassment are unlawful employment practices in violation of the Ontario Human Rights Code. The Code defines sexual harassment as follows:

A course of vexatious comment or conduct or a sexual advance or solicitation that is known or ought reasonably to be known to be unwelcome, perpetrated by a person's employer, someone acting for the employer or a co-worker.

Complaints of alleged harassment involving a member of the bargaining unit will be handled with all possible confidentiality by the Unit Chairperson and the Administrator, or their designates.

Harassment/Personal Harassment

a) Harassment refers to comments or actions that are unwelcome or should be known to be unwelcome. Harassment requires a course of conduct which means that a pattern of behaviour or more than one incident is usually required. However, a single incident may be sufficiently offensive to be considered harassment.

b) All harassment grievances shall be filled with the Administrator at Step 2 of the grievance procedure. At no time during or after a harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested or agreed to by the grievor and without prejudice to the validity of the grievance.

c) Every person who is an employee has the right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of any grounds covered under the Human Rights Code, as amended from time to time.

2.10 Bulletin Board

The Employer agrees to provide one (1) bulletin board in the Nursing Home for the purposes of posting union information. A copy of such notices will be given to the Administrator or her representative prior to being posted.

2.11 Violence in the Workplace

a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

b) Subject to the appropriate legislation, and with the employee's consent, the Employer will inform the Union, as soon as practical, of any employee who has been subjected to violence while performing his/her work.

c) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

ARTICLE 3 - DEFINITIONS

3.01 "Employee" as used in this agreement shall mean those persons described in the bargaining unit set forth in clause 2.01.

(a) A "full-time employee" shall be defined as an employee who regularly works thirty (30) hours or more per week on a continuing basis.

(b) A "regular part-time employee" shall be defined as an employee who is regularly scheduled for and works less than thirty (30) hours per week.

(c) A "Casual employee" shall be defined as an employee who works on an as needed and as available basis and may be called as required by the Employer after all regular part-time employees have indicated a refusal to work the extra shifts.

It is understood that the Employer will recognise the integrity of the casual position, and will not make unreasonable requests for additional work by such employees. The parties furthermore agree that such casual employee has the option of refusing work when such work is made available.

(d) The term "student" when used in this agreement, refers to an employee who is in regular attendance at an educational institution.

3.02 Where the feminine or singular is used in this agreement it shall mean and include the masculine or plural where the context so requires and vice-versa.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, subject only to the specific provisions of this collective agreement and without limiting the generality of the foregoing, it is the right and function of the Employer:

(a) to develop and establish standards, policies, and procedures for the care, welfare, safety, and comfort of the residents and the efficient operation and management of the Home;

(b) to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules, etc. will be posted on the employees' bulletin board, and forwarded to the unit chairperson. The Management reserves the right to amend or abolish such rules, regulations, policies, and

procedures, or introduce new rules, etc. from time to time, copies of which are to be posted on the bulletin board. It is agreed that prior to changes being made under Article 4, the Employer shall notify the Union of such change and further agrees to consider any representation made by the Union with respect to such change;

(c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion, or classification or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(d) to plan, direct, evaluate and control the work of the employees and the operations of the Employer.

(e) subject to the Nursing Home Act and all other applicable government standards, to determine and set staffing levels, work schedules, hours of work and job duties, except where amended by the collective agreement.

The Employer agrees that none of the above rights will be exercised in a manner that is inconsistent with the collective agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 In recognition of the provisions and procedures as established by the Hospital Labour Disputes Arbitration Act, R.S.O. 1970 chapter 208, as amended and in view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this agreement there will be no strike, slowdown (either complete or partial), and the Employer agrees that there will be no lockout. The word "strike" and "lock-out" as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relations Act of R.S.O. 1980 as amended.

ARTICLE 6 - UNION SECURITY

6.01 The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

6.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 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 United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto Ontario M5L 1K1*, such form as shall be directed by the International Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

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

a) A list of the names and addresses of all employees from whom dues were deducted along with their hours worked, total gross amount earned by each employee and the amount of dues deducted;

- b) A list of the names of all employees from whom no deductions have been made and reasons;
 - c) This information shall be sent to both Union addresses identified in article 6.02 in such form as shall be directed by the Union to the Employer.
- 6.04 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this article.
- 6.05 The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Employer acknowledges the right of the Union to appoint or otherwise select stewards for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Employer agrees to recognise four (4) stewards who must be employees of the employer during their term of office and one of who shall be designated as a Chairperson.
- 7.03 The Employer agrees to recognise and deal with a Union Grievance Committee of not more than one (1) employee, plus the Chairperson or President.
- 7.04 The Union agrees that stewards and committee members appointed by the Union shall be regular employees of the Employer.
- 7.05 The Union shall notify the Employer in writing of the name of each steward, the name of the Chief Steward, and the names of Union committee members and any changes thereto.
- 7.06 The privileges of all committee members and stewards to leave their work without loss of regular pay, loss of scheduled days off, or without loss of seniority and benefits to attend to union business, is granted on the following conditions:
- (a) Such business involves a steward or a committee member's responsibility under the collective agreement, or meetings between the Union and the Employer.
 - (b) The time shall be devoted to the prompt handling of such necessary union business.
 - (c) The committee members and stewards concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld. Committee members and stewards will also inform their supervisor immediately upon their return to their work area.
 - (d) In the case of payment for loss of regular pay or scheduled days off, payment for time attending will be at the straight time hourly rate, and committee members will not be entitled to overtime payment if they exceed the hours of work as defined in article 14.02 of this agreement.
- 7.07 The Local Union shall have the right to have the assistance of a representative of the United Steelworkers regarding grievances or for meetings with the Employer. Such representative shall, on advance request to the Administrator or designate of the

Employer, have access to the Home at a reasonable time in order to confer with the steward(s) and to investigate and assist in the settlement of a grievance, subject to article 7.06.

7.08 It is mutually agreed that arrangements will be made for a Union officer or steward to interview each new employee who may become a member of the Union, once during the clinical orientation of the employee, for the purpose of informing such employee of the existence of the Union in the Home. The Employer will advise the Union monthly as to the names of the person or persons eligible for an interview, if any, and the time and place on the premises mutually agreed upon for such interview, the duration of which shall not exceed fifteen (15) minutes.

7.09 Copies of the following will be forwarded to the unit chairperson: work schedules, job postings and awards, promotions, demotions, hiring's, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations, job descriptions, memos and letters affecting working conditions.

7.10 Labour-management Committee

The parties agree that there will be a labour-management committee.

1. Purpose and Commitment

The Employer and the Union recognise the value of open and effective communication in maintaining a constructive labour management relationship. To this end, the committee will provide a regular opportunity to discuss ongoing issues and problems and a chance to resolve these problems to the benefit of both parties. The Employer and the Union hope that their efforts in this initiative will help to build a better line of communication and a more harmonious workplace for everyone.

2. Structure and Size

The committee will be comprised of two (2) representatives for the Union, to be appointed by the Union, and two (2) representatives for the Employer, to be appointed by the Employer.

3. Agenda

The Administrator and the unit chairperson or designate will meet prior to the committee meetings to exchange proposed agenda items for that meeting. These items will be listed in order of priority. The Employer will arrange to integrate the two lists and have a single agenda prepared and distributed to committee members prior to the meeting. Emergency items arising after the agenda is prepared can be entertained on the agreement of the parties at the outset of the meeting. Business arising from the minutes of the previous meeting will be handled as a first item on each meeting's agenda.

4. Meeting Times

The committee will meet every second month or more frequently by mutual agreement of the parties. It will be the committee's objective to limit each meeting to forty-five (45) minutes but in no case will the meeting last longer than one (1) hour.

5. Chairmanship

The parties will alternate the Chair from meeting to meeting. The party chairing the meeting will appoint from among their committee a Chairperson, and the other party will appoint a recording secretary. The Chairperson will seek to keep the discussion on topic and timely and ensure that each committee member has a chance to have input on each item discussed.

6. Minutes

Following the committee meetings the Chairperson and recording secretary will compare notes and agree to the minutes which will then be recorded by the Employer and a copy of same will be made available to each of the committee members, and a copy will be posted on the Union bulletin board.

7. Other Matters

The parties agree that any item which is within the mandate of another committee will not be an appropriate agenda item.

8. The Employer agrees to hold the meetings during normal working hours and will pay employees' regular wages at straight time.

9. The Employer agrees to recognize and deal with a Labour management Committee, Negotiation Committee and a Health and Safety Committee.

ARTICLE 8 - NEGOTIATING COMMITTEE

8.01 The Employer agrees to recognise and deal with a negotiating committee of two (2) employees, one (1) of whom shall be the Unit Chairperson along with representatives of the International Union. The Union shall, in writing, provide the Employer with the names of the individuals who constitute the committee, prior to the commencement of negotiating any changes to the collective agreement.

8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this agreement.

8.03 The Employer agrees to allow members of the Negotiating Committee the time off work without loss of regular pay or loss of scheduled days off, without loss of seniority or benefits for previously scheduled day(s) on each day the committee member meets in direct negotiations with the Employer, up to and including conciliation meetings. In no event shall such attendance result in any entitlement to overtime pay. In the case of payment for loss of regular pay or scheduled days off, payment for time attending will be at the straight time hourly rate, and committee members will not be entitled to overtime payments if they exceed the hours of work as defined in article 14.02 of this agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Employer with respect to the application, interpretation or alleged violation of this agreement shall be adjusted as quickly as possible.

- 9.02** It is generally understood that an employee has no grievance until she has given her immediate supervisor an opportunity to adjust her complaint. If an employee has a complaint, she shall discuss it with her immediate supervisor within five (5) working days after being made aware or ought reasonably to have been aware of the circumstances giving rise to the complaint. She may be accompanied by her steward if she so desires. If after registering the complaint with the supervisor and such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the grievance procedure may be invoked, within five (5) working days following the decision of the immediate supervisor.
- 9.03** An employee shall not leave her regular duties in order to submit a grievance hereunder, until she has first secured permission from her immediate supervisor. Such permission shall not be unreasonably withheld and shall be granted prior to the end of the shift, if permission is requested prior to the 2nd, 15 minute break.

A steward shall be allowed a reasonable period of time to assist and accompany an employee in the presentation of a grievance where such grievance must be dealt with during working hours. A grievance will be processed in the following manner and sequence:

STEP 1

The steward, with or without the grievor, may present her grievance to the immediate supervisor. The grievance shall be in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the section or sections of the agreement which are alleged to have been violated. A meeting will be held within five (5) working days between the immediate supervisor and the grievor and her steward. The immediate supervisor shall deliver her decision in writing within five (5) working days from the receipt of the grievance.

STEP 2

If the decision of the immediate supervisor is unsatisfactory then within five (5) working days from receipt of the reply at Step 1, the grievance shall be submitted in writing to the Administrator or his designate. The Administrator or his designate shall arrange a meeting with the Grievance Committee within five (5) working days of the matter being referred. Within five (5) working days following the receipt of the grievance at Step 2, the Administrator or his designate shall reply in writing.

- 9.04** It is understood that at a grievance meeting, the Employer representative may have such counsel and assistance as he may desire, and that the employee may have her steward, and the International Union representative may also be present at the request of either the employee or the Employer.
- 9.05** Failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received within thirty (30) working days after the decision at Step No. 2 the grievance shall be deemed to have been abandoned and shall not be the subject matter of a further grievance.
- 9.06** All time limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure the grievance has not been processed by the grievor or her agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the grievor within the time limits as prescribed. Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties.

Days or Working Days referred to in Articles 9, 10, and 11, do not include Saturdays, Sundays, or holidays.

9.07 Group Grievances

"Group grievance" (two or more employees) is defined as a single grievance, signed by a steward or a grievance committee member on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure commencing with Step 2. The grievors shall be listed on the grievance form.

9.08 (a) A "Policy Grievance" is defined as a grievance that involves a question relating to the general interpretation, application or administration of this agreement. A policy grievance may be instituted by either the Employer or the Union and submitted to the other party in writing at Step 2 of the grievance procedure for a written response. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate (or which the Union could initiate on behalf of a group) and the regular Grievance Procedure shall not be thereby bypassed.

(b) It is understood that the Employer may bring forward at any meeting held with the Union Grievance Committee, any complaint with respect to the conduct of officers, committee persons or Union representatives, and if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

(c) The Employer has the right to file a grievance hereunder by sending a notice in writing to the Grievance Committee Chairperson within fifteen (15) days following the event which gives rise to the grievance. The Grievance Committee Chairperson must give the Employer a written answer within fifteen (15) days of the sending of the grievance by the Employer. If the Union's answer is not satisfactory or is not made within such time period, the Employer may then bring the matter to arbitration by applying the applicable sections of this article with the respective differences having been considered.

9.09 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Home to view any working condition which may be relevant to the settlement of the grievance, at a reasonable time and so as not to unduly interfere with the function of the Employer.

9.10 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

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

Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or a longer period as agreed by the parties. No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, with the understanding that the parties may extend the time limits fixed in the grievance procedure.

The parties shall agree on a mediator.

Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence shall not apply. No record of the proceedings shall be made, and neither party shall use legal counsel. Either party shall have the right to any settlement document being reviewed by legal counsel prior to signing, if they so desire. If possible, an agreed statement of facts shall be provided to the Mediator, and, if possible, in advance of the Mediation meeting.

The Mediator shall have the authority to meet separately with either party.

If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance, which has been mediated subsequently, proceeds to arbitration, no person serving as a Mediator may serve as the Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.

The Union and the Employer will share the cost of Grievance Mediation, if any.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

10.01 A claim by an employee that she has been unjustly suspended or discharged from her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within five (5) working days after the employee is notified of her discharge or suspension or within five (5) working days after the employee ceases to work for the Employer, whichever is the earlier. The grievance will proceed immediately at Step No. 2.

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

10.03 An employee subject to suspension, discharge or written warnings shall have the right to the presence of a Union steward or Union committee member at the time the disciplinary action is taken, if she so chooses, and at a time a Union representative is available without unduly interfering with the function of the Employer and the Union steward.

10.04 (a) Whenever the Employer or a representative of the Employer deems it necessary to take any type of disciplinary action against an employee that may lead to the employee's suspension or dismissal, the Employer shall, within two (2) working days thereafter, give written details of such to the employee involved, with a copy to the Unit Chairperson.

Prior to any written discipline being administered, the matter shall be discussed with the employee concerned in the presence of her steward, if requested.

(b) When an employee has been dismissed, he/she shall have the right to an interview with his/her steward for a reasonable period of time, before leaving the premises of the Employer, subject to any legitimate concerns for the health and safety or security of the other staff or residents.

10.05 Letters of reprimand, discipline or suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of reprimand, discipline or suspension.

- 10.06** Subject to the Union's right of access in the grievance procedure each employee shall, during a break period or outside of scheduled hours, have access twice per year to her personnel file, during normal office hours and upon written request, for the purpose of reviewing information contained therein, in the presence of her department head and steward if requested. A copy of the contents may be obtained upon request.
- 10.07** All discipline shall be initiated within fifteen (15) work days of an incident occurring or the immediate supervisor becoming aware or ought reasonably to be aware of the circumstances giving rise to the discipline.

ARTICLE 11 - ARBITRATION

- 11.01** When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this agreement and shall propose three (3) acceptable arbitrators. If none of the proposed arbitrators are acceptable to the other party, other arbitrators may be proposed by either party. If an acceptable arbitrator is not agreed upon within five (5) days, the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.
- 11.02** No person may be appointed as an arbitrator who has been involved in a prior attempt to negotiate or settle the particular grievance concerned.
- 11.03** Each of the parties shall pay its own expenses including pay for witnesses and one-half of the expenses and fees of the Arbitrator.
- 11.04** The Arbitrator shall have authority only to settle disputes under the terms of this agreement and only to interpret and apply this agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- 11.05** The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this agreement. The decision of the Arbitrator shall be final and binding on the parties.
- 11.06** Any grievance involving the interpretation or application, administration or alleged violation of this agreement, which has been disposed of hereunder, shall not be made the subject of another grievance.

ARTICLE 12 - SENIORITY

- 12.01** Newly hired employees shall serve a probationary period of four hundred and fifty (450) hours worked subject to an eight month maximum. Upon completion of the probationary period, an employee shall obtain seniority, which shall be calculated from the employee's hire date.
- 12.02** It is recognised that probation is a period during which the Employer has the right to assess an employee to determine whether such employee is, in the sole opinion of the Employer, acceptable for employment. It is therefore recognised that probationary employees may be released at the sole discretion of the Employer during the probationary period and that such release shall be deemed to be for just cause and not arbitrable, provided such release is not arbitrary, discriminatory or in bad faith.

12.03 (a) Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be a factor in determining preference of priority for promotion, transfer, demotion, lay off, permanent reduction of the work force, recall and scheduling, as set out in other provisions of this agreement. Seniority shall operate on a bargaining unit wide basis, and will be credited on the basis of one (1) year of continuous service with the Employer for each one thousand seven hundred (1,700) hours paid with the Employer, with a maximum of one (1) year's continuous service accumulated per year.

(b) An employee who has completed her probationary period who is absent due to illness or injury not covered by the WSIB for a period in excess of 30 calendar days will accumulate seniority for a maximum of 30 calendar days of unpaid leave, which will commence at the expiry of the paid sick leave.

Thereafter, employees will accumulate seniority for the purposes of job posting and bumping for a period of up to thirty six (36) calendar months. However, seniority accumulation during this 36 month period will not apply to monetary entitlements such as progression on the wage schedule, or vacation entitlement.

(c) Seniority shall continue to accumulate during:

- 1) Pregnancy or parental leave;
- 2) an absence on W.S.I.B. up to a maximum of twenty four (24) months;
- 3) an absence for Union Leave of Absence for a period of up to two (2) years.

12.04 The Employer shall supply the Union Local and the International Representative with copies of the seniority list twice per a year, by January 1 and July 1 of each year, showing each employee's name, telephone number and address, their starting date and the number of hours of accumulated seniority. A copy of the seniority list, omitting address and phone number shall be posted on the Union bulletin boards (Article 2.10) for the employees' inspection. A challenge by an employee as to the accuracy of the seniority list shall not be accepted after thirty (30) days following the posting of the seniority list.

12.05 An employee's seniority rights once acquired shall cease to exist and the employee shall be deemed to be terminated, if an employee:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged and such discharge is not reversed through the Grievance Procedure;
- (c) utilises a leave of absence, including sick leave, for purposes other than those for which the leave was granted, or who fails to report for duty on the first (1st) day following the expiration of a leave of absence, unless the employee has first obtained the written consent of the Employer which will not be unreasonably withheld or the employee provides a reasonable explanation satisfactory to the Employer;
- (d) is laid off for a continuous period of more than thirty six (36) months, or her length of seniority if less, or fails to report for work when recalled in accordance with article 12.08;
- (e) has been absent for three (3) consecutive working days without having notified the Employer, in which case the employee shall be deemed to have quit without notice, unless a reason satisfactory to the Employer is given;
- (f) voluntarily retires;

(g) is off work due to illness for a period of twenty four (24) months due a non-industrial illness or accident. This clause shall be interpreted in a manner consistent with the Human Rights Code.

(h) The employee will lose accrued seniority if assigned to a position outside the bargaining unit for a period exceeding three (3) months. During this period, either the employee or the employer may choose to return the employee to the bargaining unit.

NOTE: It shall be the duty of each employee to notify the Employer in writing promptly, of any change in address and telephone number.

12.06 (a) A lay off shall be defined as a permanent or temporary reduction in the work force.

(b) In the event of lay-off or reduction in hours, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

(c) New employees shall not be hired until those qualified laid off employees have been given an opportunity of recall. Recall from layoff shall be based upon the seniority of the employees affected provided the employee or employees to be recalled are qualified to perform the work for which they are being recalled.

(d) It is understood and agreed that casual staff may be laid off and recalled without reference to this article and shall be employed and scheduled in accordance with the needs of the Employer.

(e) An employee who is subject to lay-off or reduction in hours shall have the right to either:

- i) accept the lay-off; or
- ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit for the number of hours equal to the number of hours they have been laid off for, if the employee originally subject to lay-off is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation.
- iii) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within two percent (2%) of the laid off employee's straight time hourly wage rate.
- iv) In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate for the number of hours equal to the number of hours they have been laid off for, provided he is qualified for and can perform the duties without training other than orientation. .

v) An employee will have up to three (3) calendar days after being informed of her layoff to exercise her bumping rights as set out above.

(f) Whenever it becomes necessary to reduce the work force, subject to the superior requirements of the Employment Standards Act, the Employer shall give the employee concerned a minimum of two weeks notice, with a copy to the Union, of his intention to lay-off. Probationary employees are not subject to this clause.

12.07 The Employer agrees that it will discuss with the Union and employees concerned any scheduled lay-off at the earliest opportunity prior to its implementation.

12.08 An employee who is recalled to work after a lay off must return to work within five (5) working days if unemployed and within ten (10) working days if employed elsewhere. Registered mail sent to the employee's most recent address on her employment file shall be interpreted as proper notice of recall. Copy of notice shall be sent to the Union.

12.09 Except for casual staff, an employee on layoff who is to be recalled for a temporary period of one (1) month or less may refuse such recall without affecting the employee's recall rights, but this period will not be subject to extension.

12.10 The Employer agrees that the Unit Chairperson shall be the last person to be laid off provided they are willing and qualified to do the work.

ARTICLE 13 - JOB POSTING, HIRING AND TRANSFERS

13.01 (a) The Employer will post all permanent job vacancies and temporary vacancies that are expected to be for a period of thirty (30) working days or longer. The position will remain posted for five (5) working days and will stipulate the classification, description of position, qualifications (certification and/or knowledge and skill), shift(s) assignment and normal hours of work per schedule, rate of pay per agreement, start date and expected duration - if temporary position.

(b) Temporary vacancies of thirty (30) working days or less need not be posted.

(c) A temporary vacancy is defined as a vacancy caused by the absence of an employee who is ill, injured or on an approved leave of absence. A temporary vacancy may also be posted where the vacancy is for a definite term or task which is not to exceed 3 months duration. The employer will not use a succession of such temporary vacancies to bypass the regular job posting procedure. The expected duration of such temporary posting is to be stipulated on the job.

13.02 If a vacant position cannot be filled from employees who are employed, no new employee shall be hired until qualified employees on lay off are given the opportunity of recall.

13.03 An employee who wishes to be considered for the position so posted shall sign their name and date in the space provided on the posting.

Employees who are going to be absent thirty (30) working days or less may pre-apply to a specific job posting in writing to the Administrator.

The Home shall not split a Full-time position into two or more Part-time positions without the agreement of the Union.

Where additional Part-time hours become available on a permanent basis, a Notice will be posted advising employees of the available hours. The hours will be distributed to

employees who sign the Notice, in order of seniority, and in accordance with the provisions of this agreement, respecting scheduling and part-time hours, and will become part of the employee's regular schedule.

Employees shall be selected for posted positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal among the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

The successful employee's name will be posted and the employee will be notified.

13.04 In recognition, however, of the responsibility of the Employer for the efficient operation of the Home, it is understood and agreed that in all cases referred to in section 12.03 (a) the Employer shall have the right to pass over any employee if it is established that the employee would not have the ability and qualifications to perform the work after a fourteen (14) day training period.

13.05 An employee selected to fill a vacant position shall hold that position for a trial period of thirty (30) working days Subject to Clause 12.05 (h), the position shall become permanent after the trial period unless;

(a) The employee feels that she is not suitable for the job and wishes to return to her former position or;

(b) The Employer feels that the employee is not suitable for the job.

In either case, the employee will return to her former position and wage rate without loss of seniority, subject to Clause 12.05 (h). Any other employee promoted or transferred as a result of the re-arrangement of the position(s) shall also be returned to her former wage rate and position, without loss of seniority. These provisions shall also apply in the event of a transfer to a job outside the bargaining unit. It is understood, however, that no employee shall be transferred without her consent to a position outside the bargaining unit.

13.06 An employee selected to fill a temporary position shall return to her former position and wage rate without loss of seniority when the temporary position has expired. Any other employee promoted or transferred as a result of the temporary position shall also be returned to her former position without loss of seniority.

13.07 When an employee transfers to a new job classification the following shall apply:

(a) If the job is higher rated classification the employee will receive her current rate or the start rate for the new position whichever is the greater. She will then progress through the wage rates of the new classification on the basis of accrued seniority hours from the date the transfer became effective.

(b) If the job is a lower rated classification, the employee will receive her current rate or the top rate of the new position, whichever is the lesser.

(c) An employee who is temporarily transferred, to meet the Employer's convenience, to another job for which the regular rate is less than that which the employee is receiving, shall continue to receive their regular rate of pay, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job.

(d) When the Employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit for a period

exceeding one half (1/2) shift, the employee shall receive, on completion of exceeding one half (1/2) shift, an allowance of ten (\$10.00) dollars for each shift from the time of the assignment. This allowance shall be in addition to any applicable premium provided under Schedule A.

(e) Where there is neither an RN nor a Supervisory employee, who is a Registered Nurse in the building and there is an RPN in the building, the RPN (designated to be in charge of the building) shall receive an allowance of ten dollars (\$10.00) for each shift.

ARTICLE 14 - HOURS OF WORK AND SCHEDULES

14.01 The following is intended to define the normal hours of work for employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

14.02 The regular work shift for employees shall be seven and one-half (7 1/2) working hours per day exclusive of meal periods. The seven and one-half (7 1/2) working hours per day will be worked within an eight (8) hour period. The regular work week shall be thirty-seven and one-half (37.5) hours.

14.03 (a) Each employee who works seven and one-half (7 1/2) hours shall receive a one-half (1/2) hour unpaid meal break and two (2) fifteen (15) minute rest breaks with pay. Each employee who works less than seven and one-half (7 1/2) hours but greater than five (5) hours shall receive a one-half (1/2) hour unpaid meal break and one (1) fifteen (15) minute rest break with pay. Each employee who works five (5) hours or less shall receive only one (1) fifteen (15) minute rest break with pay.

(b) The lunch period and breaks in (a) above will be at times scheduled by the Employer and shall not be interrupted except in case of emergency and shall be scheduled at such intervals so that no employee will work longer than five (5) consecutive hours without an eating period.

(c) Meal breaks shall not be considered time worked.

(d) Employees may leave the facility on their unpaid meal break, but must first inform their immediate supervisor.

(f) When an employee is the only registered person working in her classification on the night shift, she shall be paid her regular rate of pay for the meal break.

14.04 (a) the employer will develop schedules in each department covering a two week period. The schedule shall be repetitive and shall not be changed without mutual agreement of the parties, except as may be necessitated by the provisions of the collective agreement and the operating requirements of the Home.

(b) The Employer will post work schedules covering a two (2) week period at least two (2) weeks in advance. Employee requests for specific planned days off (i.e. leaves of absence or sick leave if known, vacation, etc.) must be submitted to the Administrator at least one (1) week in advance of posting. No changes by the Employer shall be made in the schedule once it is posted without prior agreement with the employee(s) concerned.

When the schedule is prepared, it shall reflect the schedule established in the department. Short term absences of employees will be filled by offering the work to employees by seniority, in accordance with Article 14.08 and 13.01(b).

One (1) week prior to posting the schedule, the Employer will post an availability list in each department showing the available shifts for the two (2) week period covered by the schedule. Employees wishing to bid for available shifts within their department shall submit their bids in writing within one (1) week of the posting of the availability list. Each available shift shall be assigned to the most senior employee bidding, so long as it does not conflict with his or her regularly scheduled hours or creates an overtime opportunity. Any shifts remaining unfilled shall be offered to Casual Employees on the basis of seniority.

(c) Employees may exchange scheduled working days off with other qualified employees providing that such requests are submitted in writing, on the form provided, and deposited into the assigned locked box provided by the Employer for approval and such approval shall not be unreasonably withheld. It is understood such exchange of shifts shall not be considered in the calculation of eligibility for, or payment of overtime premiums.

(d) Present employee's who are scheduled on a permanent day, evening or night shift, may continue on such shift. When a vacancy occurs the Employer will stipulate in the posting if the position is to be for a specific shift or shift rotation.

14.05 The Employer will endeavour to arrange shifts so that each employee shall be scheduled every other weekend off. This clause shall not apply in cases of employees' requests, exchange of shifts by employees in accordance with article 14.04 (c), call-ins for replacement or to employees hired for regular weekend work.

14.06 Employees shall not be required to work more than two (2) different shifts (i.e. day, evening, night) in any seven (7) day period and shall have a break of at least twelve (12) hours between scheduled shifts, unless a shorter time is mutually agreed to by the employee concerned and the employer. Employees on the night shift shall not be scheduled single days off. This clause shall not apply in cases of employee's expressed preference or exchange of shifts in accordance with article 14.04 (c).

14.07 (a) For the purpose of defining weekends, holiday pay, etc., the parties agree that the "first shift" of the day is the one that commences at or about 2300 hours the evening before and a weekend shall be from Friday 2300 hours to Sunday 2300 hours.

(b) Those employees working the night shift, when the change from daylight saving time to standard time or vice-versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

14.08 The Employer shall maintain a list of employees who shall be offered work in accordance with their specified availability and in accordance with the operating requirements of the Home. Employees on the call-in list shall be called in order of seniority beginning with the most senior employee, until the staff shortage is filled. Employees who are not scheduled for ten (10) shifts in a two (2) week period may have their names placed on the list in seniority order. An updated call-in list is to be posted at the first of the month. Employees will have fifteen (15) days within which to verify the list. The call-in list and call-in books will be posted and a copy of the call-in list given to the Unit Chairperson.

The Employer shall maintain an employee list with up to two (2) phone numbers attached per employee to be called for replacement shifts. Each call will be indicated on the call-in sheet as to "accepted", "no answer", "refused". An answering machine will be considered "no answer".

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work, until such time as all employees on the list who are available

would be eligible for overtime pay. In this case, the overtime shift will be offered to employees according to the bargaining unit seniority list, subject to the classification of staff required to fill the shortage and subject to article 15.01 (c).

- 14.09** The Home will make every reasonable effort to avoid running short of staff by using available personnel to fill in temporary vacancies.
- 14.10** Part-time employees commit to work additional days, beyond their regular schedule, upon request by the employer, for example, during the vacation period, during the Christmas and New Year's periods, to replace an employee who fails to report for her scheduled shift, and at least an alternate paid holiday if required at any of these times. It is understood that the employer will recognize the integrity of part-time position and will not make unreasonable requests for additional work by part-time employees. However, it is also understood that unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary measures including dismissal.
- 14.11** The Employer shall post the Christmas and New Years Schedule at least one (1) month prior to December 31 of each year.

ARTICLE 15 - OVERTIME, CALL-BACK/CALL-IN

- 15.01** Overtime pay is defined as one and one-half (1 1/2) times the straight time hourly rate and shall be paid under the following conditions:
- (a) Must be authorised by the supervisor;
 - (b) All employees shall receive overtime pay for all hours worked in excess of seven and one-half (7 1/2) hours per day or in excess of seventy-five (75) hours per pay period.
 - (c) There shall be no pyramiding of overtime under any of the provisions of this agreement.
- 15.02** If any employee reports to work at the regularly scheduled time for her shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:
- (a) The employee has not been previously notified by the Employer to the contrary;
 - (b) If requested by the Employer, the employee shall perform for a minimum of four (4) hours such available work as the Employer may assign;
 - (c) The employee has kept the Employer informed of her current address and phone number;
 - (d) The employee was scheduled to work a minimum of four (4) hours.

This article shall be waived and not binding upon the Employer in case of any emergency such as fire and power shortage, etc. which disrupt the operation of the Nursing Home, nor shall it apply to employees returning to work without notice after absence.

- 15.03** When an employee is called in to work within one-half (1/2) hour of the starting time of the shift, and the employee commences work within one (1) hour of the call, the employee shall be paid as if the entire shift had been worked, provided she completes the shift for which she was called.

- 15.04** When an employee is "called-in" after leaving the premises, she shall receive a minimum of four (4) hours pay at straight time or overtime pay for hours worked, whichever is the greater. This process shall not apply in the case of an employee required to work immediately prior to the commencement of her shift.

ARTICLE 16- LEAVE OF ABSENCE

- 16.01 (a)** The Employer shall grant a leave of absence without pay for good and sufficient reasons provided that the Employer receives at least three (3) weeks advance notice in writing (except in emergency situations) and that such leave may be arranged without unduly interfering with the function of the Employer. When applying for a leave of absence, the employee must notify the Employer of the date of departure and the date of return. The employee's request for a leave of absence and the Employer's response to the request shall be in writing. The granting of a leave of absence shall not be unreasonably exercised.

(b) The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence. It is understood that the obligation of the Employer to pay the aforesaid benefit premiums shall continue only so long as the employee is on such paid leave of absence.

(c) For employees on unpaid leave of absence for a period over one (1) calendar month), benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for such subsequent monthly periods during the absence, at least one week prior to the end of the month for the following month's coverage.

(d) The Employer will notify the employee when his or her benefits will cease.

- 16.02** Employees on such leave of absence will retain but not accrue seniority and will accrue benefits only to the end of the month in which the leave of absence commences. Benefits will commence to re-accrue and be paid from the date of return to employment following such leave of absence.

- 16.03 (a)** A maximum of two (2) employees who have been elected or appointed by the Union to attend Union conventions, conferences, Committee Meetings, or other Union business shall be granted a leave of absence for this purpose. The Union will notify the Employer in writing, not less than ten (10) working days prior to the start of the leave, of the names of the delegates. Where it is not possible to provide ten (10) working days notice, the Employer will endeavour to accommodate the request.

(b) When employees are granted leave of absence as per article 16.03 (a) the Employer will provide the employee with her regular earnings and the Union will reimburse the Employer on a monthly basis, for the amount of total compensation including salary and benefits.

The employee shall continue to accumulate seniority during such leave.

(c) The Employer will grant an employee leave of absence without pay for at the most one (1) year in order to work as a full-time official of the Local, International Union or for any organisation to which the Union is affiliated. The leave must be requested by an International Union representative and extension requests to such leaves of absence shall not be unreasonably refused by the Employer. The employee shall continue to accumulate seniority during this absence.

(d) When an employee is granted leave of absence as per article 16.03 (c) the Employer agrees that the employee may elect to retain welfare benefit coverage with the Employer as long as premiums for such coverage are reimbursed on a monthly basis to the Employer by the Union.

ARTICLE 17 - JURY OR COURT WITNESS DUTY LEAVE

17.01 The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

17.02 An employee required to serve as a court witness in any legal procedure, in which the Employer is a party to such proceeding, shall be considered as time worked with entitlement to the regular rate of pay.

ARTICLE 18 - PREGNANCY AND PARENTAL LEAVE

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

Pregnancy Leave

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

The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

(b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

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

Additional leave of absence may be taken under Article 18.08 Parental Leave.

(d) Notwithstanding Article 18.01 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a Supplemental Employment Insurance Benefit (SEIB).

An employee on pregnancy leave who is in receipt of Employment Insurance (EI) pregnancy leave benefits shall be paid a SEIB.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and her weekly rate of Employment Insurance Benefits.

In any week, the total amount of SEIB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

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

Payment of SEIB shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

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

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

The SEIB top-up by the Employer shall not take into account benefits attributable to insurable earnings from sources other than this facility.

- 18.02** An employee who does not apply for leave of absence under Article 18.01 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 18.01 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 18.03** During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SEIB payments.
- 18.04** An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 18.05** When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 18.04.
- 18.06** Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 18.07** Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 18.09 of this Agreement. The

employee shall give the Employer at least two (2) weeks notice, in writing that she intends to take parental leave.

Parental Leave

18.08 (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

(c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

(d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin. An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the employer written notice at least four (4) weeks before the last day of the leave.

(e) Notwithstanding Article 18.09 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a Supplemental Employment Insurance Benefit.

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

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

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

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

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

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

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

The SEIB top-up by the Employer shall not take into account E.I. benefits attributable to insurable earnings from sources other than this facility.

(f) For the purposes of parental leave under Article 18.08 Parent Leave, the provisions under 18.03, 18.04, 18.05 and 18.06 shall also apply.

ARTICLE 19- BEREAVEMENT LEAVE

- 19.01** An employee who is bereaved of a spouse, common law spouse, child, step parent, parent, sister or brother shall be granted a leave of absence of up to four (4) days with pay, provided the employee attends the funeral.
- 19.02** An employee who is bereaved of a grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law shall be granted a leave of absence of up to two (2) days with pay, provided the employee attends the funeral. If bereaved of brother-in-law or sister-in-law then the leave shall be of one (1) day with pay.
- 19.03** If the employee is not able to attend the funeral, the leave of absence shall be for one (1) day with pay.
- 19.04** Bereavement pay shall apply only to days upon which the employee was scheduled to work.
- 19.05** If an employee attends the funeral of a member in the immediate family (as specified in Article 19.01 and 19.02) while being on sick leave, the bereavement leave will not be charged against accumulated sick leave.
- 19.06** In recognition of the fact that situations which call for bereavement leave are based on individual situations, the Employer, on request, may grant additional bereavement leave without pay. Such request shall not be unreasonably withheld.
- 19.07** Days of leave must be taken consecutively except that, in the event of a winter death, one day may be saved for a spring interment.

ARTICLE 20 - EDUCATION LEAVE

- 20.01 (a)** Where an employee is required by the Employer to take course(s) to upgrade or acquire new employment qualifications, the Employer shall pay the employee's fee and books for the course and regular wages for time spent. Time spent shall not be considered overtime.
- (b)** An employee may apply for leave of absence without pay (in accordance with the provisions of article 16) to attend workshops, seminars, courses which are employment related.

ARTICLE 21 - SICK LEAVE

- 21.01** Pay for sick leave is for the purpose of protecting employees against loss of income when they are ill or injured and, providing leave credits are available, will be granted to employees on the following basis:
- (a)** After completion of the probationary period, each employee shall be credited with twenty-two and half (22.5) hours of paid sick leave credits. One (1) sick leave credit equals seven and half (7.5) hours.

(b) Additional sick day credits shall accumulate for employees at the rate of one (1) sick leave credit for each one hundred and sixty-two and one-half (162 1/2) hours worked to a total maximum accumulation of three hundred & seventy five (375) hours. It is understood that accumulated sick credits have no cash value and they will not be paid out for any reason.

(c) An employee who is ill or injured on days when she is scheduled to work for the Employer will be paid by the Employer for scheduled time missed on such illness beginning with the first day of such illness, and such payment shall be deducted from her accumulated sick leave credits.

(d) An employee off work due to illness or injury and entitled to sick pay shall not receive pay for more sick time than the normal number of hours she would have worked on the day(s) absent.

(e) An employee off work due to illness or injury and entitled to sick pay shall not engage in any gainful employment during the time she is off work.

(f) An employee who becomes ill or injured during working hours shall be paid sick pay for the balance of her scheduled shift.

21.02 If an employee is absent from work because of an injury that is compensable under the Workplace Safety and Insurance Act, 1997, she shall not lose any accumulated sick days.

21.03 No sick leave shall be paid if a third (3rd) party is paying income allowance (e.g. Workers' Compensation, insurance pay for injuries suffered in an automobile accident). However, an employee may use accumulated sick days if insurance payments are held up due to a dispute. When such a dispute is resolved in favour of the employee, she shall repay the Employer and be credited again for the sick days used.

21.04 If an employee is unable to report for work, she shall give the Employer a minimum of two (2) hours notice. In case of day shift work, the employee will endeavour to meet the two (2) hour minimum, but will however give a minimum of at least one (1) hours notice prior to the commencement of the shift unless impossible.

21.05 An employee who is off work due to illness or injury for a short term must inform the Employer as soon as possible, but not less than four (4) hours in advance of her scheduled shift that she will return to work. In case of a long term absence, she must inform the Employer at least twenty-four (24) hours in advance of her scheduled shift. Short term absence in this article shall mean one (1) to four (4) days. Long term absence in this article shall mean five (5) days or longer.

21.06 The Employer may request proof of disabling accident or sickness reasonably acceptable to the Administrator for any absence in excess of two (2) days.

When the Employer requests a doctor's certificate, the Employer shall pay the cost of the certificate not covered by OHIP.

21.07 An employee may be required, after any absence due to illness or injury of three (3) or more days, to supply the Employer with a certificate from a legally qualified medical practitioner stating that the employee is able to resume her full duties.

Notwithstanding the above, it is agreed that the employee must provide any required medical certificate pursuant to a statute or regulation or any Public Health requirement which certifies that the person is fully recovered from the illness which caused the

absence. The Employer shall pay the associated costs, if any, in obtaining such certificate(s).

21.08 Sick benefit credits will be shown on employee pay stubs once per year.

21.09 In the event of absence from work due to occupational illness or injury Compensable under the WSIB, the employee will not qualify for sick leave payment, and instead, the employee will receive payments directly from the WSIB.

ARTICLE 22 – WORKPLACE SAFETY INSURANCE

22.01 Where an employee is absent due to illness or injury that is compensable by Workplace Safety Insurance, the following shall apply.

(a) The Employer shall continue to pay his share of the premiums of any and all health and welfare benefits for the month in which the absence commences and for the following twenty-four (24) months, provided the employee first remits her share of the benefit premiums to the Employer.

(b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, providing the employee pays the total cost of the premiums to the Employer for each monthly period during the absence. Employees must submit the premiums by the fifteenth (15th) of the prior month to the Employer or the Employer will drop coverage and the employee will not be entitled to insurance coverage until she returns to work.

(c) If the anticipated length of an absence due to a compensable accident is of thirty (30) working days duration or more, the Employer will post a notice of the vacancy in accordance with the job posting procedure in this agreement. An injured employee shall have a period of two (2) years within which she shall retain seniority. Within these two (2) years she shall have the right to return to work, but only if her doctor indicates to the Employer that she has the physical capacity to fully perform her normal job.

When an employee returns to work from a work-related injury, the primary goal is to return her to her pre-accident job. If on the recommendation of the W.S.I.B. or the attending physician the employee is capable only of performing work of a different kind or of a lighter nature and such work is available in the Home, in a classification which is covered by this agreement, then the returning employee may exercise her seniority if she has the qualifications, experience and ability, by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

(d) Employees will continue to accumulate seniority as if they were at work, while on W.S.I.B., for a maximum of twenty-four (24) months.

(e) If an employee returns to work within a two (2) year period, she shall regain her former job or its equivalent without loss of seniority or benefits accrued to the date of injury. In such a case, the employee with the least seniority in the department will be displaced.

22.02 When an employee has become entitled to W.S.I.B. benefits she will be paid for the full day on which the injury occurred with no charge to sick leave credits.

22.03 The employee will be given a copy of the Form 7 (employer's report of accident) that is issues to the WSIB, along with a copy of any correspondence relative to the Form 7 that the Company submits at the time of submission of the Form 7, if any. The employee will provide the Company with a copy of the employee report (Form 6), along with a copy of any correspondence (with the exception of medical information) relative to the employee's claim at the time of submission of the From 6 to the Board, if any.

ARTICLE 23 - HEALTH & SAFETY

23.01 The Employer and the Union shall maintain an Occupational Safety and Health Committee consisting of at least two (2) members elected or appointed by the Union and two (2) members appointed by the Employer.

23.02 The general duties of the Occupational Safety and Health Committee shall be to enforce the provisions of the Occupational Health and Safety Act of Ontario, and,

(a) to make a monthly inspection of the Home or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.

(b) to investigate promptly all accidents and incidents, and any unsafe conditions or practices which may be reported to it. Such investigations shall include incidents which might have caused injury to a worker whether or not such injury occurred.

(c) to hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

23.03 No disciplinary action shall be taken against any employee by reason of the fact that she has exercised the right conferred upon her under the Act respecting occupational health and safety.

23.04 The Employer shall supply at no cost to the employees all protective clothing and other devices deemed necessary to protect employees from injuries arising from their employment with the Employer.

23.05 In the event that Section 43(3) of the Occupational Health and Safety Act is revoked or changed the employer, for the term of this agreement will recognise an employee's right to refuse to perform work where he or she has reason to believe that the work as directed is likely to endanger himself, herself, or another person. It is understood and agreed however that no employee shall refuse work if such refusal endangers the life, health, or safety of a resident.

ARTICLE 24 - PAID HOLIDAYS

24.01 Employees who qualify shall receive the following holidays with pay:

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

All full-time employees shall have one floating holiday. The floating holiday shall be extended to all Part-time employees as of January 1, 2006.

All full-time and part-time employees, shall have an additional floating holiday as of January 1, 2007.

The intent is that there shall be no more than eleven (11) paid holidays during the term of this agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the collective agreement, such additional holiday would replace one of the designated holidays in the collective agreement.

24.04 An employee shall qualify for holiday pay if she has worked her full scheduled shift immediately preceding and immediately following the holiday, unless the employee is absent from the preceding and/or following shift without reasonable cause. The employee will be eligible for one day's holiday pay during any one period of illness, except at Christmas and New Year's period, where there is more than one holiday, the entitlement shall be limited to a maximum of two (2) days. Employees so entitled may claim sick leave for subsequent holidays during the extended illness.

24.03 (a) For those employees who earn wages a total of seventy-five (75) hours or more in the two (2) pay periods (being the two (2) pay periods preceding the pay period in which the holiday occurs), they shall be entitled to seven and one-half (7.5) hours holiday pay.

(b) If an employee has not met the above requirements, the holiday pay will be calculated as follows: The total number of hours earned in the 4 weeks preceding the holiday, divided by 20, equals the hours paid.

24.04 An employee who is required to work on any of the above designated holidays will be paid at the rate of one and one-half (1.5) times her regular rate of pay, plus the holiday pay, if the employee has qualified for same.

24.05 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in article 24.03.

24.06 If one of the above named holidays occurs on a regular day off or during the vacation period of an employee, the employee shall receive an additional day off in lieu thereof within two (2) weeks either side of the holiday unless otherwise arranged between the employee and the supervisor, or the employee shall receive a day's pay.

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

24.08 HOLIDAY SEASON SCHEDULING

The Holiday Season Schedule shall be posted no later than November 1st of each year. Schedules shall be address in the following manner;

Employees shall be scheduled to receive at least three (3) days off at either Christmas or New Years, this will include Christmas Eve day, Christmas Day and Boxing Day or New Years Day, New Years Day and January 2nd.

It is understood that employees that are required to work one of the holidays, Christmas or New Years shall receive that holiday the following year. (e.g. Work 3 days of Christmas for the year 2011 shall be entitled to have the 3 days of Christmas off for the year 2012).

Employees requesting to switch their scheduled time off must submit the appropriate request form to their department manager. All requests must be submitted no later than November 20th of each year and must be approved / denied in writing no later than November 30 of each year.

ARTICLE 25 - VACATION WITH PAY

25.01 (a) For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.

(b) For purposes of calculating vacation entitlement accrual, for employees who are normally employed on a regular basis for less than thirty-seven and one-half (37 1/2) hours per week, (1) year shall be one thousand seven hundred (1700) hours paid.

25.02 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority within their department, but the final number of employees allowed to be off at one time shall be determined by the Administrator, having due concern for the proper operation of the Home.

An employee who wishes a vacation between July 1st and September 1st must apply to the Administrator by April 30th of the same year or vacation for that period will be granted on a first ask/first choice basis, rather than on seniority basis.

The vacation schedule will be posted by May 15th.

25.03 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be hospitalised, verified by a doctor's certificate, the period of such hospitalisation, will not be counted against the employee's vacation credits.

25.04 Vacations are not cumulative from year to year and all vacations must be taken in the vacation year for which they are given. Employees must take a minimum of two weeks vacation per year.

25.05 Employees who have not completed their probationary period as of June 30th will receive four percent (4%) of their gross earnings during the vacation year.

25.06 Employees who have completed their probationary period as of June 30th will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

25.07 Employees with one (1) year of continuous service on or before June 30th of the current year shall receive two (2) weeks vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.

25.08 Employees with four (4) years of continuous service on or before June 30th of the current year shall accrue three (3) weeks vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.

25.09 Employees with nine (9) years of continuous service on or before June 30th of the current year shall accrue four (4) weeks vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.

- 25.10** Employees with fifteen (15) years of continuous service on or before June 30th of the current year shall accrue five (5) weeks vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings for the vacation year.
- 25.11** Employees with twenty-five (25) years of continuous service on or before June 30th of the current year shall accrue six (6) weeks vacation. Vacation pay for such employees will be twelve percent (12%) of gross earnings for the vacation year.
- 25.12** Vacation pay will be given to employees on the regular pay day of their scheduled vacation, unless the Employer is advised otherwise. Accrued vacation pay up to November 30th of each year will be paid out the next pay period following November 30th of the same year.

ARTICLE 26 - INSURED BENEFITS AND PENSION PLAN

- 26.01** The Employer will pay one hundred percent (100%) of the premium cost of a life insurance plan to provide twenty thousand (\$20,000) dollars coverage for all Full-time employees.
- 26.02** The Employer will pay seventy five (75%) of the billed single/family premium rate whichever is applicable, for an Extended Health Care Plan (\$10-\$20 deductible, no co-insurance) including semi-private and vision care coverage (\$150/24 months), Effective January 1, 2011 increase vision coverage from (\$150/24 months) to (\$175/24 months), for full-time employees covered by this agreement.

Extended Health includes:

- Travel at 100% to maximum of \$1,000,000 (one million)
- Drugs at 90%
- Extended health benefits at 90%
- Effective January 1, 2011 increase vision coverage from \$150/24 months to \$175/24 months

It is understood that the drug benefit coverage of the Extended Health Care Plan is on the basis of payment for all medications which legally require a prescription of an authorised medical practitioner and product selection (i.e. approved interchangeable generic drugs).

VISION CARE: Effective September 1, 2013 increase vision coverage to \$200/24 months.

- 26.03** In lieu of the benefits provided for in this article, part-time employees shall receive a supplement of two (2%) percent of pay for all hours worked as of January 1, 2006 and increase to three (3%) as of January 1, 2007.

Part-time employees may elect to participate in any of the benefits. They will receive their percentage pay in lieu of benefits as per Article 26.03, and have the full amount of premium for the benefits they participate in deducted from their pays bi-weekly. The employees shall have a one time option to opt-in to the plan.

- 26.04** It is understood that the Employer's obligation pursuant to this collective agreement is to contribute the specified amount of premium and provide for the insurance coverage bargained for. The insurance plans are subject to the waiting period or other terms and conditions as stipulated by the carrier. Any questions with respect to the insurer accepting enrolment or with honouring claims are a matter between the employee and the insurer. The Employer shall arrange to have provided to each employee participating, a copy of the current information booklet(s) for those benefits provided under this article.

26.05 Basic Dental plan based on the 2009 ODA schedule with a maximum benefit of \$2,000.00. The employer shall pay seventy-five (75) per cent of the premium for this plan.

26.06 In this article, the following definitions shall apply:

“Plan” means the District 6 Savings Plan;

“Applicable Wages” means basic straight time wages for all hours worked, holiday pay and vacation pay but excluding all other payments, premiums and allowances; “Eligible employee” means full-time and part-time employees who have completed nine hundred and seventy-five (975) hours of service.

(a) Effective January 1, 2009, each eligible employee shall contribute 2% of applicable wages for each pay period to the Plan. The employer shall make a matching contribution of 2% of applicable wages.

(b) The amounts deducted from the employee’s pay cheques, as well as the amounts contributed by the employer, will be remitted to the Plan no later than the 15th day of the following month. If the cheques will be made out to the order of “CIBC Asset Management ” and mailed to the attention of ATL Operations re: USW District Six Savings, 1500 University Avenue, Suite 800, Montreal, Quebec, H3A 3S5

(c) Each remittance shall include a list of names of employees on whose behalf remittances are being made, their S.I.N.’s, the amount which the employer is contributing, and the amount which the employee is contributing. This information shall be made available to the Union upon request.

ARTICLE 27 - CLASSIFICATIONS, RATES OF PAY & PAYMENT OF WAGES

27.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to classifications and hourly rates of pay.

27.02 Employees within their position classification will progress on the wage grid on completion of the hours specified in Schedule "A". Hours worked and paid for, and hours not worked and paid for under the Workplace Safety and Insurance Act shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their classification.

27.03 The Employer agrees that wages will be paid bi-weekly on Thursday, during working hours. The normal pay period shall be Monday to Sunday inclusive.

Employees will be paid wages for each pay period, including any overtime or premium pay due to the employee for such pay period, on the second Thursday after each pay period ends.

Errors on Paycheques

a) In the event an error on an employee’s pay results in the employee being underpaid by four (4) hours pay or more, the Employer will make every reasonable effort to provide payment for the shortfall within five (5) business days from the date the Employer is notified of the error.

27.04 Wages shall be paid by automatic bank deposit into employees' bank accounts on applicable Thursdays on a bi-weekly basis. Pay stubs shall be handed out on the employees' shifts, and shall be available at the Administrator's office prior to pay day. If

an employee fails to provide proper bank deposit information on the required form when a change is made, duplicate funds will not be issued to the employee until the company's bank has traced and verified recovery of the said funds.

27.05 (a) Upon termination or layoff, the employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off;

(b) Employees shall give a minimum of two (2) weeks notice of resignation of employment in writing. Where it is necessary for an employee to terminate employment due to illness, accident or death in the family, she shall give notice as soon as possible to the Employer and the ordinary time limits for notice of resignation shall be waived.

27.06 In no event shall there be any pyramiding of benefits or payments.

27.07 New classifications may be established by the Employer. Wage rates for such new classifications shall be negotiated by the Employer and the Union and if they fail to reach an agreement, they shall submit the dispute to arbitration in accordance with the arbitration procedures outlined elsewhere in this agreement. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

27.07 Shift Premium:

Effective with the pay period closest to the date of ratification, all employees who are required to rotate over two shifts shall receive a shift premium of five cents (\$0.05) for all hours worked on evening shifts and ten cents (\$0.10) for all hours worked on night shifts. The shift premium does not form part of the hourly rate.

27.09 Weekend Premium:

All employees who are required to work on the weekend shall be paid a weekend premium of ten (10) cents per hour for hours worked between 23:00 on Friday and 23:00 on Sunday.

27.10 Uniform Allowance

a) The Employer agrees to pay a uniform allowance of seven cents (\$0.07) per hour, such amount not to form part of the regular hourly rate for the purposes of overtime and paid holiday premiums.

b) The uniform allowance will not be paid on each cheque but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.

c) When an employee leaves the employ of the Home, she will receive her accumulated uniform allowance as part of her separation cheque.

ARTICLE 28 - MISCELLANEOUS

28.01 The Employer and the Union desire that the provisions of this agreement and the rights and duties under it be familiar to each employee. For this reason, the agreement will be printed in pocketbook form, in English and a copy will be given to each employee and ten (10) copies to the International Representative. The employer shall be responsible for the cost associated with the printing and bill the Union for half the cost.

28.01 Retroactivity:

All wages increases are to be paid retroactive to the 1st day of the effective date of the collective bargaining agreement.

ARTICLE 29 – HUMANITY FUND

29.01 The Home agrees to deduct on a weekly basis the sum of one (1) cent per hour from the wage of all employees in the bargaining unit for all hours worked, and prior to the fifteenth (15th) of the month following, shall pay the amount so deducted to the Humanity Fund and shall forward such payment to the United Steelworkers of America, National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and shall advise in writing both the Humanity fund at the aforesaid 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 first Humanity Fund deduction as aforesaid shall be for the fifth (5th) week following ratification of this agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Home and the Local Union of that employee's written statement of his desire to discontinue such deduction from his pay, which may be received during the four (4) weeks following ratification of the agreement or at any time thereafter.


ARTICLE 30 – TERMINATION

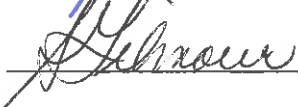
30.01 This agreement shall be effective from March 31st, 2012 and shall continue in effect until **March 30, 2014** and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this agreement.

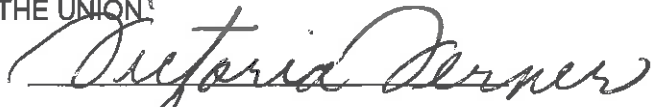
SIGNED AT Prescott, Ontario this 22 day of April 2014.

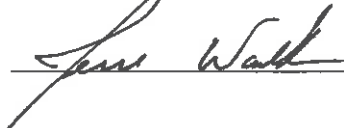
FOR THE EMPLOYER

FOR THE UNION^s









SCHEDULE "A"

CLASSIFICATIONS AND WAGE RATES
One (1) Year = 1,700 Hours Paid

***General Aide:** Includes Housekeeping, Laundry, Dietary and Maintenance Helper

***Cook and recreation assistant** rates in schedule "A" are non certified rates

Effective April 01, 2012			
CLASSIFICATION AND WAGE RATES	0 to 1700 hours paid	1701 to 2400 hours paid	2401 or more hours paid
R.P.N.	20.35	21.45	\$22.58
NURSE AID	15.32	16.44	\$17.56
HCA/PSW	15.88	17.00	\$18.11
COOK*	15.32	16.44	\$17.56
GENERAL AID*	14.77	15.88	\$17.01
RECREATION* ASSISTANT	15.88	17.00	\$18.11
STUDENT	10.86	11.08	\$11.99

Effective April 1, 2012 - Increase all wages by 2%.

Effective April 1, 2013 - A lump sum payment equal to one per cent (1%) of wages on all hours paid, including vacation pay, for the period April 1, 2012 to March 31, 2013.

Both of these payments are to be paid retroactively no later than thirty calendar days from the date of this Award.

LETTER OF UNDERSTANDING

-between-

UNITED STEELWORKERS
(The "Union")

-and-

478729 ONTARIO INC.
C.O.B. WELLINGTON HOUSE LONG TERM CARE FACILITY
(The "Home")

It is agreed that during the term of this collective agreement, the form for the union dues remittance as identified in 6.02 and 6.03 c) of the collective agreement, shall be the Dues Remittance Form R-115.

In the event that the Union in the future changes the written format of the Dues Remittance Form R-115, the Employer will endeavour to provide the remittance in such form as directed by the International Union provided the Employer has the technological capability without additional cost.

Dated at Prescott, Ontario, this 22 day of April, 2014.

FOR THE UNION

Victoria Berner
Jim Wald

FOR THE HOME

[Signature]
Victoria Berner
[Signature]

NOTES