

Collective Agreement

1230172 ONTARIO INC.
(C.O.B. as PARK PLACE RETIREMENT RESIDENCE)

-and-

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
(UNITED STEELWORKERS)

April 20, 2010 to April 19, 2012

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ARTICLE 1 – PURPOSE OF THE 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 recognized 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.

It is the desire of the parties to ensure compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment treating them and their families with the respect and dignity they deserve.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Park Place Retirement Residence in the City of Ottawa, save and except managers, persons above the rank of managers, registered nurses, registered practical nurses and graduate nurses.

2.02 No Other Agreement

The Employer undertakes that he/she will not enter into any other agreement or contract with those employees for which the International 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 before any change(s) shall form part of this Collective Agreement and be subject to the grievance and arbitration procedure.

2.03 Contracting Out

The Employer shall not contract out any work usually performed by members of the Bargaining Unit.

2.04 Work of the Bargaining Unit

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

2.05 Bulletin Board

The Employer agrees to provide one (1) bulletin board in the Residence for the purposes of posting union information. A copy of such postings will be given to the General Manager or her representative prior to being posted. The General Manager or her representative shall sign/initial all postings posted by the Union.

2.06 Union Membership

Each employee in the bargaining unit shall be and remain a member of the Union in good standing as a condition of employment.

2.07 Unfair Labour Practices

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.

2.08 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 International Union and to participate in its activities.

2.09 Union Activity

The International 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.

2.10 New Employees

On commencing employment, a representative of the Union shall be given an opportunity to meet each new employee during the general orientation period, without loss of pay. Fifteen (15) minutes will be allowed for an individual employee, and thirty (30) minutes for a group of two (2) or more employees for the purpose of informing such employee(s) of the existence of the Union in the Residence.

2.11 Copies of the following will be forwarded to the unit chairperson:

- (a) work schedules;
- (b) job postings and awards;
- (c) promotions and demotions;
- (d) hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations, job descriptions, memos or letters affecting working conditions.

On January 1st and July 1st of every year, the Employer will forward to the Financial Secretary of Local 8327 at the Union's area office address, a list containing the names, addresses, and telephone numbers of all employees in the bargaining unit.

ARTICLE 3 – NO DISCRIMINATION OR HARRASSMENT

3.01 Ontario Human Rights Code

The Union and the Employer agree to abide by the provisions of the Ontario *Human Rights Code*, as amended from time to time.

3.02 No Discrimination

The Employer agrees that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of race, sex, creed, religion, colour, age, or national origin.

3.03 Sexual and Racial Harassment

The Union and the Employer recognize that sexual and racial harassment are unlawful employment practices in violation of the Ontario *Human Rights Code*, as amended from time to time. 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.

3.04 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual, and adversely affects the working environment.

Where the alleged harasser is the person who would normally be involved with any of the steps in the grievance procedure, the grievance shall automatically be sent forward to the next step.

ARTICLE 4 – DEFINITIONS

4.01 The term "Employee" as used in this Agreement shall mean those persons in the bargaining unit as described in Article 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 as per the schedule.

- (b) A "regular part-time employee" shall be defined as an employee who is regularly scheduled and works less than thirty (30) hours per week as per the schedule.
- (c) "A relief part-time employee" shall be defined as an employee who works on a relief or ad hoc basis and may be called into work as required by the Employer

It is understood that the Employer will recognize the integrity of the relief part-time position, and will not make unreasonable requests for additional work by such employees. The parties furthermore agree that such relief employee has the option of refusing work when such work is made available, if such relief employee has a legitimate reason for failing to report.

- (d) "Private Duty Care" shall be defined as a shift which only operates at the discretion of the Employer as and when needed. Private Duty Care shifts shall be staffed by health care aides or PSW's in accordance with Article 12, and shall be paid only at the straight time hourly wages for all hours worked on private duty care.
- (e) Employees who are regularly scheduled for less than seventy five (75) hours bi-weekly shall be offered work in accordance with stated seniority and availability, and if the operating requirements of the Employer are such that work is warranted.

4.02 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 5 – MANAGEMENT RIGHTS

5.01 The Union acknowledges that the management of the Employer and the direction of the working forces are vested exclusively with the Employer, except as specifically limited by the provisions of this Collective Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, and efficiency;
- (b) make, enforce, and alter from time to time reasonable rules and regulations and policies to be observed by the employees. The Employer shall make a written copy of such rules and regulations available to the Unit Chairperson. Management also reserves the right to amend or abolish such rules, regulations, policies, and procedures, or introduce new rules, as required from time to time, copies of which shall be posted on the Union bulletin board. It is agreed that prior to changes being made under Article 5, 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) 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 Residence;

- (d) 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;
- (e) plan, direct, evaluate and control the work of the employees and the operations of the Employer.
- (f) determine, in the interest of efficient operation and highest standards of service, classifications, the hours of work, scheduling, work assignments, methods of doing the work, procedures, programs and the working establishment for service and the location of work; and
- (g) generally to manage the operation that the Employer is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, services to be provided.
- (h) All of the above must be administered in accordance with the Collective Agreement and any applicable legislation.

ARTICLE 6 – UNION SECURITY AND CHECK-OFF

6.01 Deductions

The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a per pay-period 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 13083 Postal Station "A", Toronto Ontario M5W 1V7 in 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 Remittance

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 directed by the Union to the Employer.

6.04 Indemnification

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 T-4 Slips

The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

6.06 Penalty for Non-Remittance

In the event the Employer is found by an Arbitrator not to have remitted union dues in accordance with this article, the Employer shall pay to the Union a specific penalty in addition to such other remedy as may be ordered by the Arbitrator. The specific penalty shall be a payment in an amount equivalent to the amount in dues moneys that was not paid, or paid late in violation of this article as found by the Arbitrator. The penalty shall be paid to the Union's International Secretary Treasurer.

ARTICLE 7 – UNION REPRESENTATION

7.01 Election of Stewards

The Employer acknowledges the right of the Union to appoint or otherwise elect four (4) stewards for the purpose of representing employees in the handling of complaints and grievances. The stewards shall be employees of the Employer during their term of office and one of who shall be designated as a Chairperson. The Union agrees that stewards and committee members appointed by the Union shall be regular employees of the Employer.

7.02 Grievance Committee

The Employer agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees, plus the Chairperson.

7.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the Chief Steward, as well as the names of Union committee members and any changes thereto before the Employer shall be required to recognize him or her.

7.04 Permission to Leave Work

The privileges of all grievance 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 their immediate supervisor/manager or her designate before leaving their work. Such permission shall not be unreasonably withheld. Upon return to work, the member shall report to her immediate supervisor/manager or designate.
- (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 15.01 of this Agreement.

7.05 Union Representation

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 General Manager or her designate of the Employer, have access to the Residence 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 7.04.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition of a Grievance

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s), or the Union regarding the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.

- 8.02** An earnest effort shall be made to settle any complaints fairly and promptly in the following manner:

Step #1 – Complaint Stage

The employee and his or her Union Steward shall first discuss any complaint informally with the immediate supervisor/manager before filing a written grievance within ten (10) days of the event(s) giving rise to the complaint or within ten (10) days from the date the employee became aware or ought reasonably to have become aware of the event giving rise to the complaint. If after registering the complaint with the immediate supervisor/manager, 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 ten (10) working days following the decision of the immediate supervisor/manager.

Step #2 – Formal Grievance to Immediate Supervisor

The steward, with or without the grievor, may present her written grievance to the immediate supervisor/manager. A meeting will be held within five (5) working days between the immediate supervisor and the grievor and her steward. The immediate supervisor/manager shall deliver her decision in writing within ten (10) working days from the receipt of the grievance.

Step #3 – General Manager

If the decision of the immediate supervisor/manager is unsatisfactory then within ten (10) working days from receipt of the reply at Step 2, the grievance shall be submitted in writing to the General Manager or her designate. The General Manager or her designate shall arrange a meeting with the Grievance Committee within five (5) working days of the matter being referred. Within ten (10) working days following the receipt of the grievance at Step 2, the General Manager or her designate shall reply in writing.

Step #4 – Arbitration Procedure

Failing settlement of the grievance at Step 3, either party may refer the matter to arbitration no later than thirty (30) working days after the written decision at Step 3 has been provided and in accordance with Article 9. If no written request for arbitration is received within the thirty (30) working days, the matter shall be deemed to have been settled.

An employee shall not leave her regular duties in order to submit a grievance, until she has first secured permission from her immediate supervisor/manager. Such permission shall not be unreasonably withheld and shall be granted prior to the end of the shift.

8.03 Representation During Grievance Procedure

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.

It is understood that at a grievance meeting, the Employer representative may have such counsel and assistance of one person if she so desires, and that the employee may have her steward, and the International Union representative may also be present at the request of the employee.

8.04 Group and Policy Grievances

- (a) "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.
- (b) A "Policy Grievance" is defined as a grievance that involves a question relating to the 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 initiate 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) thereby avoiding the regular grievance procedure.

8.05 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by written consent of the parties to this Agreement.

8.06 Definition of Working Days

“Working days” or “days” as referred to in Articles 8, 9 and 10 shall mean the normal business days occurring between Monday through Friday, exclusive of holidays.

8.07 Employer Initiated Grievances

An Employer grievance shall proceed to Step 2 within ten (10) working days of the circumstances giving rise to the grievance. The grievance shall be submitted directly to the servicing Staff Representative. The Union shall reply to the Employer grievance in writing within ten (10) working days.

8.08 Final and Binding

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.

ARTICLE 9 – ARBITRATION

9.01 Sole Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party indicating 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.

9.02 Restriction on Arbitrator

No person shall act as an Arbitrator who has been involved in attempts to settle any grievance, unless otherwise agreed to by the parties.

9.03 Expenses of the Arbitrator

Each party shall pay:

- (a) its own expenses, including pay for witnesses; and

(b) one-half (1/2) of the fees and expenses of the Arbitrator.

9.04 Jurisdiction of the Arbitrator

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 arbitrated.

The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the Arbitrator shall be final and binding on the parties.

9.05 Subject to the mutual Agreement of the parties, the above arbitration provisions may be amended to provide for a Board of Arbitration.

ARTICLE 10 – DISCHARGE, DISCIPLINE AND SUSPENSION

The Employer shall not discipline, suspend or discharge any employee, except for just cause.

10.01 Right to Have Steward Present

An employee subject to suspension, discharge or 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.

Where a serious incident warrants immediate action by the employer (ie. Resident placed in imminent danger) and where no steward is available, the parties agree that the Union steward will be advised of the action taken within twenty four (24) hours. The employer will contact the union steward in person or by phone.

Prior to any written discipline being issued, the matter shall be discussed with the employee and her steward or Union representative and the employer.

10.02 Discharge and Suspension Procedure

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 particulars of such action to the employee involved, and a copy to the Union.

10.03 Omission of Grievance Steps

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 ten (10) working days after the employee is notified of her discharge or suspension or within ten (10) working days after the employee ceases to work for the Employer, whichever is the earlier. The grievance will proceed immediately at Step 3.

10.04 Clearing the File

Letters of reprimand and discipline are to be removed from an employee's personnel file after twelve (12) working months from the date of reprimand or discipline, provided no similar disciplinary action is taken against the employee during the twelve (12) working month period. In the case of suspension the time limit shall be eighteen (18) months.

In the case of incidents involving third parties (i.e. residents or residents' families), the record will remain on file for eighteen (18) months in the case of reprimand, discipline or suspension provided no similar disciplinary action is taken against the employee during the eighteen (18) month period.

10.05 Personnel Files

Employees will have the right to access and review their personnel records in the presence of the General Manager and a Union Representative upon receipt by the General Manager of a request to so review, forty-eight (48) hours before the review is required. An employee shall be able to obtain one copy of her personnel file at no charge, however, any additional copies shall cost ten cents (10¢) per page.

10.06 Representation Upon Discharge

When an employee has been discharged, he/she shall have the right to consult with his/her steward for a reasonable period of time, before leaving the premises of the Employer, provided that such consultation takes place in an area designated by the Employer and the steward remains with the employee until he/she leaves the premises.

ARTICLE 11 – LABOUR MANAGEMENT RELATIONS

11.01 Labour-Management Committee

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

11.02 Purpose and Commitment

The Employer and the Union recognize 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.

11.03 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.

11.04 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 typed and distributed to committee members five (5) days prior to the

meeting. Emergency items arising after the agenda is prepared may 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.

11.05 Meeting Times

The committee will meet bi-annually or as required. 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. The Employer agrees to hold the meetings during normal working hours and will pay employees' regular wages at straight time.

11.06 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.

11.07 Minutes

Following the committee meetings the Chairperson and recording secretary will compare notes and agree to the minutes which will then be typed 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.

11.08 Other Matters

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

11.09 No Strikes or Lockouts

In recognition of the provisions and procedures as established by the *Hospital Labour Disputes Arbitration Act*, as amended from time to time, 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, neither the Union nor any of its officers, nor any employee shall take part in, call or encourage any strike, sit down, slow down, or suspension of work, nor shall the Employer engage in any lock-out of the employees. 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*, as amended from time to time.

11.10 Negotiating Committee

The Employer agrees to recognize 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.

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.

11.11 Time-Off Work

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 but excluding arbitration. 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 15.01 of this Agreement.

ARTICLE 12 – SENIORITY

12.01 Seniority Defined

Seniority for full-time employees is defined as the length of continuous service in the bargaining unit from the date of last hire. For part-time employees, seniority shall be calculated on the basis of hours worked from the date of last hire, with 1750 hours paid representing one (1) year of service. A part-time employee shall not accumulate in excess of one (1) year of seniority in any calendar year.

Seniority shall be applied on a bargaining unit wide basis, with respect to promotion, transfer, lay-off, recall and demotion in accordance with other provisions of this Agreement.

For employees on record on the date when the Union became certified, seniority shall be calculated to include service prior to certification.

12.02 Seniority List

The Employer shall maintain a seniority list showing date of hire and years of service. An up-to-date seniority list shall be forwarded to the Union and posted on the Union bulletin board by January 1 and July 1 of each year. 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. A copy of the seniority list, including telephone numbers and addresses shall be provided to the Unit Chairperson.

12.03 Probationary Employees

Newly hired employees shall serve a probationary period of four hundred (400) hours worked or a maximum of six (6) months whichever comes first.

During the probationary period, employees shall be entitled to all of the rights and privileges of this Agreement. The release of a probationary employee for reasons based on performance and ability to do the job shall not be subject to the grievance/arbitration procedure unless the probationary employee is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith; or
- (b) exercising a right under this Agreement.

After completion of the probationary period, seniority shall be effective from the date of last hire.

12.04 Loss of Seniority

An employee shall lose his or her seniority and shall be deemed terminated in the event that the employee:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged for just cause and the discharge is not reversed through the grievance procedure;
- (c) utilizes a leave of absence for purposes other than those for which the leave may have been 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 period of more than twenty-four (24) months;
- (e) is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
- (f) voluntarily retires;
- (g) is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on WSIB leave. Prior to the automatic termination of an employee under this clause, the Employer agrees to review the status of the employee to ensure that any action taken by the Employer complies with the Ontario *Human Rights Code*, as amended from time to time.
- (h) Fails to notify the employer of his or her intention to return to work within ten (10) calendar days after being notified of recall. Registered mail sent to the most recent employee's address on the employee's employment file, shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of his or her current address.

12.05 Seniority Retained and Accumulated

Seniority shall be retained and accumulated when an employee is absent from work in the following circumstances:

- (a) while on approved leave of absence without pay for thirty (30) days or less;

- (b) while in receipt of sick leave benefits;
- (c) when in receipt of WSIB benefits as a result of injury or illness incurred while in the employment of the Employer for a period of twenty-four (24) months;
- (d) while on pregnancy or parental leave;
- (e) while on Union leave of one (1) year or less.

12.06 Seniority Retained but not Accumulated

Seniority shall be retained but not accumulated when an employee is absent from work in the following circumstances:

- (a) while on an approved leave of absence without pay for more than thirty (30) consecutive calendar days;
- (b) while absent due to lay-off for a period of twenty-four (24) calendar months;
- (c) while absent due to illness for a period of up to twenty-four (24) months.

ARTICLE 13 – LAY-OFF, RECALL AND SEVERANCE

13.01 Lay-Off Defined

A lay-off shall be defined as a permanent or temporary reduction in the work force. Both parties recognize that job security shall increase in proportion to length of service.

13.02 Lay-Off and Recall Procedure

- (a) In the event of a lay off, or a reduction in hours of twenty percent (20%) or more, employees shall be laid off in the reverse order of seniority. An employee about to be laid off may displace any employee with less seniority, provided the employee exercising the right is qualified, able and willing to perform the work of the employee with less seniority.
- (b) New employees shall not be hired until those laid off have been recalled. 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, according to established schedules.
- (c) Employees who are laid off or displaced will be able to displace any employee with less seniority in an equivalent or lower rated classification for the number of hours equal to the number of hours they have been laid off for, so long as the employee is qualified, and willing and able to perform the work to be done according to the established schedules.
- (d) Recall from lay-off shall be conducted by order of seniority, provided that the employees being recalled have the requisite qualifications to satisfactorily

perform the work available according to established schedules.

13.03 Employer's Obligations

The Employer shall advise employees and the Union at least two (2) weeks in advance of any lay-off subject to the superior requirements of the Ontario *Employment Standards Act 2000*, as amended from time to time, and copies being provided to the Union. In any layoff, the Employer shall:

- (a) determine the timing and number of employees to be laid-off;
- (b) lay-off employees in reverse order of seniority provided the remaining employees have the requisite qualifications to perform the work available.

The Employer agrees that it will discuss with the Union and the employees concerned any scheduled lay-off at the earliest opportunity prior to its implementation and that it will use every reasonable effort to assist employees affected by a lay-off to find alternative employment.

13.04 Recall Rights

- (a) An employee in the bargaining unit who has been laid off shall have a right of recall, for a period of twenty-four (24) months commencing on the day following his or her lay-off.
- (b) 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 the notice of recall shall also be sent to the Union.
- (c) Except for relief 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.

13.05 Severance

Upon severance from employment, employees shall be paid their appropriate entitlement pursuant to the terms of the Ontario *Employment Standards Act 2000*, as amended from time to time. Employees shall receive their record of employment and any monies owing to them within seven (7) days or whichever is the next pay day, whichever is later.

ARTICLE 14 – JOB POSTINGS, PROMOTIONS AND TRANSFERS

14.01 Definitions

For the purposes of this Article, a “vacancy” shall be defined as any unfilled position where there is work being performed.

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.

14.02 Job Postings

When a permanent or temporary vacancy occurs or a new position is created inside the bargaining unit which the Employer decides to fill, the Employer shall post notice of the position on the Union bulletin board for seven (7) calendar days in order that all members will know about the position and be able to make written application.

Temporary vacancies of less than thirty (30) working days need not be posted, but the Employer will assign the available hours by seniority among employees within the classification who are willing and able to perform the duties.

Those employees who are absent for thirty (30) days or less (with written approval from the Employer) or who are on an approved leave of absence may request that any or all job postings be mailed to them such that they may have an opportunity to apply.

An employee who wishes to apply for a posted position shall make his or her application in writing using the appropriate forms.

14.03 Information in Postings

Such notice shall contain the following information:

- (a) classification;
- (b) hours of work;
- (c) shift;
- (d) duration (temporary vacancies);
- (e) qualifications required;
- (f) knowledge;
- (g) experience;
- (h) abilities and education;
- (i) skills required;
- (j) salary range/hourly rate;
- (k) job description.

14.04 Outside Advertising

If no successful candidates are found through the job posting procedure, the Employer may advertise for the position outside of the bargaining unit. If no applications have been received by the fifth (5th) day of posting, the Employer shall be able to advertise for the position outside of the bargaining unit. No application from outside the bargaining unit shall be considered until the job posting procedure is completed and no suitable applicant has been found.

14.05 Promotions

Both parties recognize the desirability of promotion within the service of the Employer. Employees shall be selected for positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal, seniority shall prevail.

14.06 Trial Period

The successful candidate shall be placed on a trial period for thirty (30) working days inclusive of the three (3) training shifts. The position shall become permanent at the end of 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 employee is incapable of performing the job during the trial period.

In either instance, the employee shall be returned to his or her former position and salary without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions (including those outside of the bargaining unit) shall also be returned to his or her former position and salary without loss of seniority.

Employees applying for positions must commit to a trial period of not less than two (2) weeks.

14.07 Vacancies (Full-time and Part-time)

Full-time vacancies shall be filled by one employee. Where, in the discretion of the Employer, it is possible to create a full-time vacancy comprised in whole or in part of two (2) or more shifts in the same department, the Employer shall create such vacancy.

Part-time vacancies (either original or resulting from the selection of an employee for a full-time position) may be divided according to available shifts and the applicant's stated preference.

14.08 Temporary Vacancies

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 posting.

Employees are not entitled to apply for any other temporary bargaining unit positions until such time as the individual whose position they are filling on a temporary basis returns to, or resigns from his or her position.

14.09 Transfers

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

- (a) If the job is a 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) Where an employee is temporarily transferred, for four (4) hours or more, to a higher paying classification, she shall be moved to a level in that classification which will provide an increase equivalent to one (1) full increment in the classification from which the employee was originally transferred.

- (d) An employee who is temporarily transferred 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.

ARTICLE 15 – HOURS OF WORK AND SCHEDULING

15.01 Normal Hours

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

- (a) The normal daily hours of work exclusive of a thirty (30) minute unpaid meal period, shall be seven and one-half (7½) or eleven and one-half (11½) hours per day.
- (b) The regular work week shall be thirty-seven and one-half (37½) hours.

15.02 Working Schedule

Schedules for the two (2) week pay period shall be posted in the department affected at least two (2) weeks in advance of the commencement of the two (2) week schedule period. Errors in the schedule will be corrected by the Employer as soon as possible, however no later than 72 hours after the schedule is posted. No changes by the Employer to the schedule shall be made once it has been posted without prior agreement of the employee(s) concerned. Wherever possible, schedules shall be repetitive in nature.

15.03 Days Off

The Employer shall endeavour to arrange shifts so that each employee shall be scheduled to have two (2) weekends off out of every four (4) consecutive weekends. This clause shall not apply in cases of employees' requests, exchange of shifts by employees in accordance with article 15.04 or to employees hired for regular weekend work.

Employee requests to have specific planned days off must be submitted in writing to the appropriate Department Head one (1) week in advance of the schedules being posted. No changes by the Employer shall be made in the schedule once it is posted without prior agreement with the employee(s) concerned.

15.04 Exchange of Shifts

Employees may request to exchange scheduled working days and days off with other qualified employees providing that such requests are submitted in writing to the Employee's own manager, using the appropriate form no less than seventy-two (72) hours in advance in the case of a shift falling on a weekend or a Monday.. For shifts falling on other days twenty-four (24) hours notice is required. It is understood such exchange of shifts shall not be considered in the calculation of eligibility for, or payment of overtime premiums and shall be granted at the Employer's discretion given operational requirements. However, such requests shall not be unreasonably withheld.

Where a shift exchange request has been granted, the Department Head or his/her designate shall sign/initial the shift exchange form.

15.05 Break Periods

Employees shall be entitled to break periods as follows:

- (a) Each employee who works seven and one-half (7½) hours shall receive a one-half (½) hour unpaid meal break and two (2) fifteen (15) minute rest breaks with pay.
- (b) Each employee who works more than five (5) hours but less than seven and one-half (7½) hours, shall receive a one-half (½) hour unpaid meal break and one (1) fifteen (15) minute rest break with pay.
- (c) Each employee who works between four (4) and five (5) hours shall receive one (1) fifteen (15) minute rest break with pay.
- (d) Each employee who works in excess of ten (10) hours shall receive a thirty (30) minute meal break and three (3) fifteen (15) minute rest breaks.

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.

Employees who wish to leave the premises during their meal break must seek permission from their direct supervisor before doing so, and such permission shall not be unreasonably withheld.

Meal breaks shall not be considered as time worked.

15.06 Rotating Shifts

When rotating shifts, employees shall be entitled to a minimum of twelve (12) hours off between the ending of one seven and one-half (7½) hour shift, and the commencement of another seven and one-half (7½) hour shift, unless otherwise mutually agreed upon by the parties.

Where the Employer schedules the employee and the twelve (12) hour break in between shifts is not granted, the employee shall be paid at the rate of time and one-half (1½) for all hours worked on the next shift before which the employee did not receive twelve (12) hours off. This premium does not apply when the employee requests or accepts the hours of work, but is not required to work.

Employees shall not be required to work more than two (2) different shifts (i.e. day, evening, night) in any seven (7) day period.

15.07 Call-In Procedure

- (a) 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 Residence. Employees on the call-in list who are available without incurring overtime shall be called in order of departmental 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 monthly. Employees will have ten (10) days within which to verify the list. The list will be posted and a copy of the list given to the Unit Chairperson.
- (b) Each call will be indicated on the call-in sheet as "accepted", "no answer" or "refused". Where the Employer obtains only an answering machine, the call shall be considered "no answer". Employees who receive a message from the Employer with respect to available work must contact the Employer and indicate whether or not they accept or refuse the work. No response shall be considered a refusal on the part of the employee.
- (c) Extra available work shall be offered in accordance with seniority to qualified employees in other departments who are available without incurring overtime once the extra work has first been offered to all eligible staff within the department who are available without incurring overtime.
- (d) If the Employer is unable to find an employee willing and able to perform extra available work without incurring overtime through the call-in procedure, the Employer may offer the available work to any Employee in accordance with the overtime provisions of this Agreement.
- (e) Where a regular part time employee on the call in list refuses three (3) calls in any one (1) month period, his or her name shall be removed from the call in list until he or she advises the employer of his or her availability to accept further call ins.

15.08 Weekends and Daylight Savings Time

- (a) For the purpose of defining weekends, holiday pay, the parties agree that the "first shift" of the day is the one that commences at or about 11:00pm the evening before, and a weekend shall be from Friday at 11:00pm to Sunday at 11:00pm.
- (b) Those employees working the night shift, when the change from daylight savings time to standard time or vice-versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

ARTICLE 16 – OVERTIME AND SHIFT WORK

16.01 Overtime Defined

Overtime pay is defined as one and one-half (1½) times an employee's hourly rate.

All employees shall receive overtime pay for all hours worked in excess of seven and one-half (7½) or eleven and one quarter (11.25) hours per day, or in excess of seventy-five (75) hours bi-weekly.

Overtime must be authorized by the manager.

16.02 No Pyramiding of Overtime

Overtime shall be based on the employee's regular rate of pay and there shall not be pyramiding of overtime and any other premium under this Agreement.

16.03 Reporting Pay

If any employee reports to work at the regularly scheduled time for his or her shift and no work is available, the employee will be entitled to a minimum of three (3) 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 three (3) 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 three (3) hours.

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

16.04 Call-In

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.

When an employee is "called-in" after leaving the premises, she shall receive a minimum of three (3) hours pay at straight time or overtime pay for hours worked, whichever is the greater.

ARTICLE 17 – LEAVE OF ABSENCE**17.01** General Leave

The Employer shall grant a leave of absence without pay for good and sufficient reasons provided that the Employer receives as much notice as possible, but in any event at least two (2) 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. Leaves granted under this provision shall be for a minimum of one (1) day and maximum of one (1) year. It is understood that the intent of this provision is not to allow an employee a leave of absence to pursue employment elsewhere.

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.

Employees on general leave (without pay) may elect to continue benefit coverage, provided the employee pays the total cost of the premiums to the Employer for such benefit periods during the leave, at least one (1) week prior to the beginning of the leave.

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.

In the event an employee wishes to return from a leave of absence at an earlier date than set out in the original request, the Employer and the Union will co-ordinate this return to coincide with the next regular schedule.

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

17.02 For Union Business

- (a) A maximum of three (3) 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 17.02 (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.

The employee shall continue to accumulate seniority during such leave.

17.03 Leave of Absence for Full-Time Union Duties

- (a) 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 organization 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 retain any seniority accrued as of the absence, and shall continue to accumulate seniority during the absence.
- (b) When an employee is granted leave of absence as per article 17.03 (a) the Employer agrees that the employee may elect to retain benefit coverage with the Employer as long as premiums for such coverage are reimbursed on a monthly basis to the Employer by the Union.

17.04 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or receives a subpoena to be a witness in any court proceeding where the Crown is a party. The Employer shall pay such an employee the difference between his or her normal earnings and the payment he or she receives for jury

service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

17.05 Bereavement Leave

Upon the death of an employee's spouse, common-law spouse, same-sex partner, child or step-child, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending the day following the day of the funeral or equivalent service.

Upon the death of an employee's mother, father, step-parent, mother/father-in-law, brother, sister, brother/sister-in-law, legal guardian, grandparent, grandchild or son/daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending the day of the funeral or equivalent service.

It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service, and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.

An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service of his or her aunt or uncle, niece or nephew.

If an employee attends the funeral or equivalent service of a member in the immediate family while being on sick leave, the bereavement leave will not be charged against accumulated sick leave, vacation pay and/or holiday pay.

Where it is necessary because of distance, the employee may be provided additional unpaid personal leave at the Employer's discretion.

17.06 Education Leave

Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employee for any scheduled hours missed as a result of attending the course. This provision does not apply where the course or workshop is offered by the Employer at the Employer's premises, and the employee chooses to take the course or workshop at another location, by another provider.

Leave of absence with pay or without pay may be granted to employees to attend educational meetings, courses or other events, which may be judged beneficial to the employee's development, especially as it relates to his or her responsibilities with the Employer.

The General Manager may grant a request for an unpaid leave of absence of up to one (1) year in order for the employee to upgrade employment qualifications, provided that the General Manager receives at least one (1) month notice in writing, and that such leave may be arranged without undue inconvenience to the normal operations of the Residence. When applying, applicants must indicate the date of departure and specific date of return.

17.07 Time Off for Elections

Employees who are entitled to vote shall be entitled to three (3) consecutive hours for the purpose of casting their vote. If their hours of work do not allow for those three (3) consecutive hours, the Employer shall allow the time for voting that is necessary to

provide those three (3) consecutive hours with regular pay. The time that the Employer shall allow for voting is at the discretion of the Employer.

17.08 Pregnancy Leave

- (a) (i) 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 Ontario *Employment Standards Act 2000*, as amended from time to time, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence her pregnancy leave, unless impossible to do so, and provide 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.

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, and providing 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 17.09(a).

- (b) 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 her shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (c) Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Ontario *Employment Standards Act, 2000*, as amended from time to time, shall continue and seniority shall accumulate during the leave.
- (d) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave under this Agreement. The employee shall give the Employer at least two (2) weeks notice in writing that she intends to take parental leave.

17.09 Parental Leave

- (a) An employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of 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 of some permanence 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. 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 duration if she did not.
- (d) An employee requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.

An employee may end his or her parental leave as set out in Article 17.08(a)(iii) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act 2000 of Ontario*, as amended from time to time.

ARTICLE 18 - SICK LEAVE

18.01 Sick Leave Definition

Sick leave means the period of time an employee is permitted to be absent from work by virtue of being sick or disabled provided that the employee has accrued sick leave credits available. Employees absent from work because of an accident for which compensation is not payable by WSIB, shall be covered by these sick leave provisions.

18.02 Sick Leave Entitlement (Based on a 7.5 hour day)

All full-time employees shall accumulate a maximum of ten (10) days per year at a rate of accumulation of .833 day per month. On January 1 of each year, any unused portion of sick leave entitlement, above the maximum permitted carry over of 37.5 hours shall be paid out at a rate of fifty percent (50%) of any unused sick leave.

Employees will be entitled to carry over 37.5 hours of accumulated sick leave from year to year.

An employee shall apply for sick leave benefits available under the *Employment Insurance Act*, as amended from time to time, once his or her sick leave bank is exhausted.

Employees are entitled to use a maximum of two (2) days of their accrued sick leave credits on an annual basis to provide care to their minor child where no one in the home other than the employee can provide the required care. These two (2) days may not be carried over from one year to another. An employee may be required to provide medical proof of illness of the minor child.

18.03 Proof of Illness

For illnesses lasting more than three (3) scheduled working days, all employees shall provide a medical certificate signed by the treating physician indicating that they have been examined during the period of illness. Employees who have utilized more than five (5) occasions of uncertified sick leave in any twelve (12) month period, may be required to provide a medical certificate for any subsequent periods of illness if the Employer suspects misuse of sick leave.

18.04 Medical Certificate

If the Employer requires a sick leave certificate, and the Doctor charges the employee for such certificate outside OHIP, the Employer shall bear the cost of such certificate.

18.05 Sick Leave During Leave of Absence

When an employee is given a leave of absence without pay for any reason or is laid off on account of work and returns to work upon expiration of such leave of absence, or lay off, he or she shall not receive sick leave credit for the period of such absence but shall retain his or her cumulative credit, if any, existing at the time of leave or layoff.

18.06 Sick Leave Qualification

Employees shall accumulate sick leave credits for the purpose of this Article from the date of employment. An employee may not use sick leave credits while on probation.

- (a) An employee who is ill 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.
- (b) An employee off work due to illness and entitled to sick leave credits shall not receive pay for more sick time than the normal number of hours he or she would have worked on the day(s) absent.
- (c) An employee off work due to illness and entitled to sick leave credits shall not engage in any other employment during the time he or she is off work due to illness.
- (d) No sick leave credits shall be paid if a third party insurer is paying benefits for loss of income such as workers compensation or long-term disability. An employee may, however, use accumulated sick leave credits if such benefit payments are in dispute. If the dispute is resolved in favour of the employee, he or she shall repay the Employer and be re-credited for any sick leave credits used.
- (e) An employee who becomes ill during working hours shall be paid sick pay for the balance of her scheduled shift.

18.07 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. The employee may request notification of accumulated sick leave not more than four times annually.

18.08 Employee Obligation to Provide Information

Employees are expected to cooperate in ensuring an early and safe return to work and may be required to provide information from the treating physician, which includes any workplace limitations, restrictions and prognosis for the return to regular duties. Employees may be required to cooperate in an evaluation of their functional abilities. The Employer shall pay the associated costs, if any, in obtaining such certificate(s) or test(s).

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 able to return to work from the illness which caused the absence. The Employer shall pay the associated costs, if any, in obtaining such certificate(s).

18.09 Long-Term Disability

The full-time employee shall pay fifteen percent (15%) of the billed premium cost and the Employer will pay the remaining eighty five percent (85%) of the billed premium cost for the provision of a long-term disability benefit. Eligibility for participation and entitlement to such benefits will be in accordance with the governing rules and regulations of the Employer's insurance carrier.

Current LTD Plan with a 120 day waiting period – paid out at 67% of your monthly earnings to a maximum of \$10,000 or 85% of your pre-disability take-home pay, whichever is less.

18.10 Notification of Illness

Employees are encouraged to notify their employer at the earliest opportunity of any illness that prevents them from working. Employees must notify their immediate supervisor or designate directly at least one (1) hour prior to the commencement of a day shift, and at least two (2) hours prior to an evening shift and a night shift in order to advise of any illness that prevents him or her from working. The employee shall provide a telephone number where he or she can be reached during the period of absence.

18.11 Return to Work

An employee who is off work due to illness or injury for a period of four (4) or more days, shall inform the Employer as soon as possible or at least twenty-four (24) hours in advance of his or her return to work.

ARTICLE 19 – WORKPLACE SAFETY AND INSURANCE

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

- (a) The employee shall continue to pay his/her 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 his/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) An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this Agreement during any absence covered by Workers' Compensation except where specified otherwise. An employee's absence during which he/she receives Workers' Compensation shall be considered as time worked for the purpose of calculating vacation pay, providing the employee returns to work within fifty-two (52) weeks after the injury or illness occurred.
- (d) (i) 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 notice of the vacancy in accordance with the job posting procedure in this Agreement.

An injured employee shall have a period of twenty-four (24) months within which he/she shall retain seniority. Within this twenty-four (24) month period he/she shall have the right to return to work, but only if his/her doctor indicates to the Employer that he/she is able to return to work.
- (ii) When an employee returns to work from a work-related injury, the primary goal is to return him/her to his/her pre-accident job. If on the recommendation of 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 the employer has an obligation under the Ontario Human Rights Code, as amended from time to time, to accommodate up to undue hardship.
- (e) 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.
- (f) If an employee returns to work within the twenty-four (24) month period, he/she shall regain his/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.

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

19.03 The employee will be given a copy of the Form 7 (Employer's report of accident) that is issued to the WSIB, along with a copy of any correspondence relative to the Form 7 that the Employer submits at the time of submission of the Form 7, if any. The employee will provide the Employer 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 Form 6 to the Board, if any.

ARTICLE 20 – HEALTH AND SAFETY

20.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which will provide protection from factors adverse to employee health and safety.

The Employer, the employees and the Union agree to abide by the provisions of the *Occupational Health and Safety Act* of Ontario, and its regulations as amended from time to time.

20.02 Joint Occupational Health and Safety Committee

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

The general duties of the Occupational Health and Safety 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 Residence or parts thereof 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; and
- (c) to hold meetings quarterly or more frequently (if requested by either party), throughout the year for the purpose of discussing current accidents (if any), their causes, any suggested means of preventing their recurrence, and reports of investigations and inspections.

20.03 Disciplinary Action

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 matters.

20.04 Protective Equipment

The Employer shall supply, at no cost to employees, all protective clothing and other devices such as, but not limited to disposable non-latex gloves and masks as deemed necessary to protect employees from injuries or illness arising from their employment with the Employer.

20.05 Right to Refuse Work

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 recognize 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.

20.06 No employee shall suffer any loss of pay or time off for carrying out their duties under this Article.

20.07 Drivers will be provided with hands-free communication equipment to be used in the course of performing their duties.

ARTICLE 21 - PAID HOLIDAYS

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

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

And a floating holiday on the employee's birthday.

21.02 Any such other days as are proclaimed as holidays by Federal or Provincial legislation provided that the employee works her/his regularly scheduled day of work preceding and following the holiday.

21.03 Entitlement to Holiday Pay

- (a) In order to qualify for holiday pay, the employee must have worked his or her regularly scheduled shift immediately preceding and immediately following the holiday unless the employee is on a paid leave of absence which has been approved by the Employer.
- (b) 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 his or her regular rate of pay, in addition to holiday pay provided the employee qualifies for same.
- (c) An employee otherwise eligible for holiday pay and who is scheduled to work on a designated holiday but who does not report to work, shall forfeit his or her holiday pay or the particular holiday unless absent for a bona fide reason sufficient to the Employer or upon the provision of a medical certificate.
- (d) Where any of the designated holidays fall on a full-time employee's scheduled day off, the employee shall receive another day off with pay within two (2) weeks of the paid holiday at a time mutually agreed upon between the Employer and the employee or one day's pay.

21.04 Calculating Holiday Pay

Holiday pay shall be calculated in accordance with the Ontario *Employment Standards Act, 2000*, as amended from time to time.

As of June 12, 2007 the total amount of regular wages earned in the four work weeks before the work week in which the public holiday occurred, divided by twenty, equals the hours paid in holiday pay.

21.05 No Pyramiding

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

21.06 Holiday Pay for Part-Time Employees

A part time employee shall receive holiday pay in accordance with the formula set out in the Ontario *Employment Standards Act*, as amended from time to time, for the hours he or she is normally scheduled to work on the above-designated holidays for which he or she qualifies.

21.07 Paid Holidays During Hospitalization

When a paid holiday occurs during a period of serious illness requiring the employee to be an in-patient in a hospital, as verified by a doctor's certificate, the period of such hospitalisation shall be considered sick leave and the employee shall receive an additional day's pay or a compensating day off with pay on return to work or on exhaustion of sick leave, whichever occurs first.

ARTICLE 22 – VACATION

22.01 Vacation Year

The vacation year shall be the period from July 1st of any year to June 30th of the following year.

22.02 Vacation Entitlement (Full-Time Employees)

The Employer will provide full-time employees with vacation pay as follows:

- (a) 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.
- (b) 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.
- (c) Employees with three (3) completed 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.
- (d) Employees with ten (10) completed 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.
- (e) Effective July 1, 2011, employees with eight (8) completed 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.
- (f) Effective July 1, 2011, employees with eighteen (18) completed 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.

22.03 Vacation Entitlement (Part-Time and Relief Part-Time Employees)

Part-time and relief part-time employees shall receive vacation entitlement on the basis of

one thousand seven hundred and fifty (1750) hours paid equals one (1) year of service.

22.04 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, he or she shall be granted an additional day's vacation with pay for each holiday in addition to his or her regular vacation time.

22.05 Vacation Pay on Termination

An employee terminating his or her employment at any time in his or her vacation year before he or she has taken his or her vacation shall be entitled to payment for any accumulated vacation.

22.06 Vacation Entitlement (Transfer of Seniority and Service)

- (a) If a full-time employee transfers to part-time, he or she shall be credited with seventeen hundred and fifty (1750) hours for each year of full-time service.
- (b) If a part-time employee transfers to full-time, he or she shall be credited with one (1) year for each seventeen hundred and fifty (1750) hours of part-time service.

22.07 Vacation Requests

Requests for vacation time during the months of June, July, and August must be made in writing to the employee's immediate supervisor no later than March 31 of each year. Requests for vacation time during Spring Break shall be made in writing no later than February 1st of each year, and requests for vacation time during the Christmas and New Years periods shall be made in writing no later than October 1st of each year.

The vacation schedule for the month of June, July, August will be posted by May 15 of each year. The Christmas schedule will be posted by December 1st of each year. The Spring Break will be posted by March 1st of each year. If there is a conflict between employees seeking vacation months, seniority shall govern.

Vacation Requests for any other time of the year or after the deadline set out above shall normally be submitted two (2) weeks in advance of the desired vacation time off and requests will be granted on a first come, first served basis. A written reply shall be given within seven (7) calendar days of the request.

Single vacation days may be granted by the employees' immediate supervisor, subject to operational requirements and such requests shall not be unreasonably withheld.

22.08 Scheduling (Peak Periods)

- (a) Notwithstanding Article 22.07 above, all employees are restricted to scheduling vacation blocks of a maximum of three (3) weeks during the months of June, July, August in accordance with seniority. Employees shall be entitled to receive vacation in broken blocks of three (3) weeks or less at their option, except as otherwise provided in this Agreement.
- (b) The Employer shall attempt to schedule at Christmas and New Year's according to following schedule:

All employees will be scheduled off work for a minimum of three (3) days off at either Christmas or New Year's.

- (i) Christmas days off include: December 24th, 25th and 26th;
- (ii) New Year's days off include: December 31st, January 1st and 2nd.

In order to schedule in accordance with the above, the Employer may be required to alter normal scheduling patterns.

22.09 Vacation Pay

Vacation pay will be given to employees on the regular pay day of their scheduled vacation, unless the Employer is advised otherwise.

22.10 Earned Vacations

As far as is practical to do so, the immediate supervisor shall make every effort to approve earned vacations at the times as requested, provided that it does not conflict with the operational requirements of the Residence.

22.11 Vacation Payout

All employees are required to take a minimum of two (2) weeks of their accrued vacation time off in each vacation year.

Vacation pay accrued in the previous vacation year that is remaining on June 30 shall be paid out before August 1 of the following vacation year.

22.12 Vacations (Interruption)

- (a) When a statutory holiday is observed during an employee's annual vacation, the employee will not record it as a day of annual leave but will observe it as a regular statutory holiday.
- (b) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee furnishes satisfactory documentation of the hospitalization.
- (c) Where a vacationing employee becomes seriously ill requiring him or her to be an in-patient in a hospital, the period of such illness shall be considered sick leave provided that the employee furnishes the Employer with satisfactory documentation of the hospitalization.
- (d) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 23 – BENEFITS

23.01 Payment of Premiums

- (a) The Employer shall pay one hundred percent (100%) of the premium cost of basic life insurance equivalent to one times (1x) the annual salary to a maximum of two hundred and fifty thousand dollars (\$250,000) for all full-time employees, and one hundred percent (100%) of the premium for Accidental Death and Dismemberment benefits.

- (b) The Employer agrees to pay eighty-five percent (85%) of the single/family premium rate for all full-time employees for the following coverage:
- (i) Extended Health Care
 - (ii) Drug Plan
 - (iii) Vision Care
 - (iv) Dental Care

The Employer further agrees to reimburse employees payments made for the purpose of maintaining family benefits from January 1, 2007 to the date of ratification.

The Employer shall provide to each employee a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay the amount of premiums contracted for. Any issues with respect to the insurer acknowledging or honouring any claims are matters as between the employee and the Insurer. The Employer reserves the right to change plans and/or carriers at its discretion and will notify the Union if it intends to change the insurance carrier.

23.02 Discontinuation of Benefits

The Employer shall continue to pay its portion of premiums for insured benefit plans, provided the employee elects in writing and pays his or her share of benefit premiums to the Employer in the circumstances outlined below. Employees who are entitled to continue benefits shall provide the Employer with monthly post-dated cheques for the entire period of the leave before the commencement of the leave, for the amount required. Where the employee fails to provide the cheques, or where the cheques are returned NSF, immediate discontinuation of benefits will result:

- (a) While on paid leave of absence to a maximum of twenty-four (24) months;
- (b) While on pregnancy and parental leave as required by the Ontario *Employment Standards Act 2000*, as amended from time to time;
- (c) While in receipt of WSIB benefits as a result of injury while in the employ of the Employer for up to two (2) years from the date of the injury; (subject to WSIB)
- (d) While on leave of absence without pay or absence due to illness for up to a maximum of thirty (30) days from the date the absence due to illness or leave without pay commences;
- (e) While on layoff, for the month in which the layoff occurs.

23.03 In lieu of benefits provided for in this article, part-time employees shall receive a supplement of three percent (3%) of pay for all hours worked.

Effective April, 2011, pay in lieu of benefits provided for part-time employees shall be increase to four percent (4%) of pay for all hours worked.

23.04 Group RRSP or Incentive Plan

Employer cost sharing in the group RRSP plan shall be two percent (2%) and the plan shall apply to full-time employees only. Effective April 20, 2011, employer cost sharing will increase to three percent (3%).

- 23.05** Employees will be provided with the current benefits handbook as well as information on the retirement saving plan.

ARTICLE 24 - WAGES

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

- 24.02** 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 WSIB shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their classification. (subject to WSIB)

- 24.03** The Employer agrees that wages will be paid bi-weekly on Friday, during working hours. The normal pay period shall be Friday to Thursday 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 Friday after each pay period ends.

- 24.04** Wages shall be paid by automatic bank deposit into the employees' bank account on applicable Fridays on a bi-weekly basis. Pay stubs shall be handed out to employees and shall be available from the respective department head'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 Employer's bank has traced and verified recovery of the said funds.

24.05 Termination and Resignation

- (a) Upon termination or layoff, the employee will be paid his/her final pay and his/her vacation pay on the next regular pay day for that pay period within which he/she was terminated or was laid off;
- (b) Employees shall give a minimum of two (2) weeks notice of resignation of employment in writing. Where the employee resigns 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.
- 24.06** 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.

24.07 Retroactivity

The wage rates shown in the Wage Grid become effective April 20, ²⁰¹⁰~~2007~~ and apply to all employees who are or have been employed since the effective date. Accordingly, all

existing employees shall be entitled to retroactive payment in accordance with this Wage Grid. The Employer will notify former employees, at the last known address by registered mail, that the Collective Agreement has been settled and that retroactivity is due to them. The former employees have 30 days from the date of the letter to claim retroactive payment.

- 24.08** An error in pay in excess of one(1) day's pay will be paid to the employee within three (3) days of the error being brought to the attention of management. An error of less than this amount will be paid on the following cheque.

ARTICLE 25 - MISCELLANEOUS

- 25.01** 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 English and a copy will be given to each employee. The parties shall split the cost of printing equally.

25.02 Meals

Employees may purchase meal tickets at a cost of \$2.00/breakfast, \$3.00/lunch, \$5.00/dinner, \$4.00/Sunday Brunch and \$6.00/Sunday Dinner in the event an employee wishes to obtain a meal from the Employer's kitchen.

Meal tickets are available at the front desk, and shall be presented to the Cook prior to obtaining a meal. Each meal includes free coffee or tea and/or a glass of juice.

The Employer will supply a list of individual prices for available items from the days menu to be purchased at meal times.

25.03 Uniform Allowance

- (a) The Employer shall provide at no cost to each employee, a uniform which includes:
- (i) Three (3) shirts (tops) and three (3) pairs of pants for employees who work 1500 hours or more; and
 - (ii) Two (2) shirts (tops) and two (2) pairs of pants for employees who work less than 1500 hours.

In addition to the above and where applicable, the Employer shall provide other necessary components of the uniform in accordance with Schedule "B" of this Agreement

- (b) All uniforms shall be replaced on an "as needed" basis. In the event a uniform or a part thereof requires replacement before one (1) year has passed, the employee shall bear the cost of replacement unless the damage occurred in the course of their employment. The Employer agrees to pay the cost of all reasonable alterations.
- (c) Employee's uniforms are not to be worn for any other purpose other than for

working at Park Place Retirement Residence.

- (d) Where an employee is terminated or resigns, he/she shall be required to return all uniform items to the Employer within seven (7) days of his/her termination/resignation date, failing which the Employer shall be permitted to deduct the cost of the non-returned items from the employee's final pay cheque.

25.04 Meetings and In-Services

In the event the Employer requires an employee to attend mandatory meetings or in-services, the employee shall be paid his or her regular rate of pay and only for the duration of the meeting or in-service, and irrespective of Article 16.03.

ARTICLE 26 – HUMANITY FUND

- 26.01** 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, 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 27 – TERMS OF AGREEMENT

27.01 Terms of Agreement

This Agreement shall be binding and remain in effect from April 20, 2010 until April 19, 2012 in accordance with the terms of the Agreement between the parties, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least three (3) months prior to the expiration date in each year that it desires its termination or amendment.

27.02 Notice of Changes


During the life of this Agreement, any changes to the terms of this Agreement shall be by mutual agreement of the parties in writing.

Either party desiring to propose changes or amendments to this Agreement shall, ninety

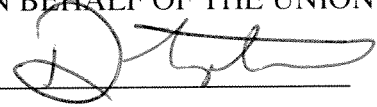
(90) days prior to the termination date, give, in writing to the other party, notice of the changes or amendments proposed. The parties shall meet within thirty (30) days from the giving of notice or within such further period as the parties agree upon to bargain in good faith and make every reasonable effort to effect a renewed Collective Agreement.

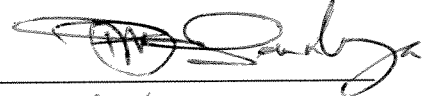
DATED at Ottawa, this 7TH day of OCTOBER, 2010

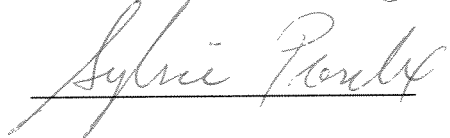
ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION







LETTER OF UNDERSTANDING


During the 2010 negotiations, the parties discussed the employer's intention to implement a non-standard schedule for drivers. Until this is done, the present method of scheduling will remain in effect, including any special scheduling or overtime arrangements for present incumbents.

After the implementation of the new scheduling method, all drivers who work on the new schedule shall be entitled to overtime after 9.5 hours in a day, or after 79 hours in a bi-weekly period.

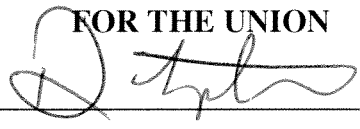
The Union agrees that this letter operates notwithstanding the provisions on overtime in Article 16 of the Collective Agreement, and does not constitute a guarantee of hours of work.

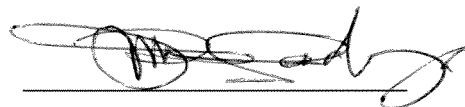
DATED AT OTTAWA THIS 7th DAY OF OCTOBER, 2010.

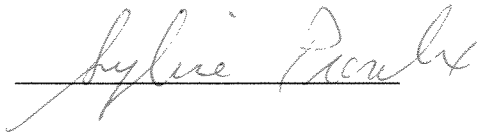
FOR THE EMPLOYER



FOR THE UNION







**Memorandum of Understanding Regarding
Transition of Vacation Pay Provisions**

In order to ease the transition to the new vacation pay agreement between the parties, employees shall be permitted on a one time basis only to carry over previously accrued vacation until June 30, 2011.


Employees will be encouraged to take vacation in accordance with the collective agreement

The parties agreed that any previously accrued vacation entitlement carried over in accordance with this MOU shall expire on June 30, 2011 and shall not, in any event, be paid out.

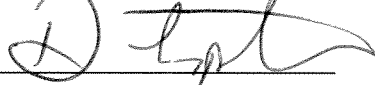
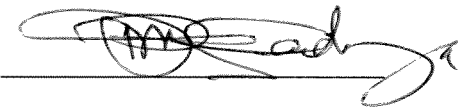
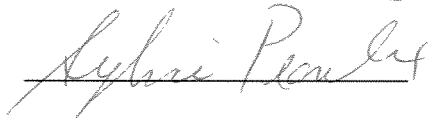
For the transitional period, this previously accrued vacation entitlement shall be used first.

DATED AT OTTAWA THIS 7TH **DAY OF** October, 2010.

FOR THE EMPLOYER



FOR THE UNION

Schedule "A"- Wages

20-Apr-10

<u>Classification</u>	<u>Start</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>	<u>4 YR</u>	<u>5 YR</u>
Hours		1750	3500	5250	7000	8750
Receptionist	\$12.54	\$12.79	\$13.05	\$13.30	\$13.57	\$13.84
Cook	\$15.98	\$16.28	\$16.61	\$16.95	\$17.28	\$17.63
Prep Cook	\$14.83	\$15.13	\$15.44	\$15.74	\$16.06	\$16.38
Dietary Aide	\$12.54	\$12.79	\$13.05	\$13.30	\$13.57	\$13.84
Dishwasher	\$10.50	(ESA minimum wage + \$0.25)				
Hsk/Laundry	\$12.54	\$12.79	\$13.05	\$13.30	\$13.57	\$13.84
Janitor/Driver/ Maintenance	\$13.68	\$13.96	\$14.23	\$4.41 14.51 <i>de</i>	\$14.80	\$15.10
Health Care Aide	\$14.83	\$15.13	\$15.44	\$15.74	\$16.06	\$16.38
HCA Evening Premium	\$0.50					
HCA Night Premium	\$1.00					
Lead Hand Premium	\$1.00					

20-Oct-10

<u>Classification</u>	<u>Start</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>	<u>4 YR</u>	<u>5 YR</u>
Hours		1750	3500	5250	7000	8750
Receptionist	\$12.67	\$12.91	\$13.18	\$13.43	\$13.71	\$13.98
Cook	\$16.14	\$16.44	\$16.78	\$17.12	\$17.45	\$17.81
Prep Cook	\$14.98	\$15.28	\$15.60	\$15.89	\$16.22	\$16.55
Dietary Aide	\$12.67	\$12.91	\$13.18	\$13.43	\$13.71	\$13.98
Dishwasher	\$10.50	(ESA minimum wage + \$0.25)				
Hsk/Laundry	\$12.67	\$12.91	\$13.18	\$13.43	\$13.71	\$13.98
Janitor/Driver/ Maintenance	\$13.81	\$14.10	\$14.37	\$4.46 14.66 <i>de</i>	\$14.94	\$15.25
Health Care Aide	\$14.98	\$15.28	\$15.60	\$15.89	\$16.22	\$16.55
HCA Evening Premium	\$0.50					
HCA Night Premium	\$1.00					
Lead Hand Premium	\$1.00					

20-Apr-11

<u>Classification</u>	<u>Start</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>	<u>4 YR</u>	<u>5 YR</u>
Hours		1750	3500	5250	7000	8750
Receptionist	\$12.80	\$13.04	\$13.31	\$13.57	\$13.85	\$14.12
Cook	\$16.30	\$16.61	\$16.95	\$17.29	\$17.63	\$17.99
Prep Cook	\$15.12	\$15.43	\$15.75	\$16.05	\$16.38	\$16.71
Dietary Aide	\$12.80	\$13.04	\$13.31	\$13.57	\$13.85	\$14.12
Dishwasher	(ESA minimum wage + \$0.25)					
Hsk/Laundry	\$12.80	\$13.04	\$13.31	\$13.57	\$13.85	\$14.12
Janitor/Driver/ Maintenance	\$13.95	\$14.24	\$14.52	\$4.80 14.80 <i>de</i>	\$15.09	\$15.40
Health Care Aide	\$15.12	\$15.43	\$15.75	\$16.05	\$16.38	\$16.71
HCA Evening Premium	\$0.50					
HCA Night Premium	\$1.00					
Lead Hand Premium	\$1.00					

20-Oct-11

<u>Classification</u>	<u>Start</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>	<u>4 YR</u>	<u>5 YR</u>
Hours		1750	3500	5250	7000	8750
Receptionist	\$12.92	\$13.17	\$13.44	\$13.70	\$13.99	\$14.26
Cook	\$16.46	\$16.77	\$17.12	\$17.46	\$17.80	\$18.17
Prep Cook	\$15.28	\$15.59	\$15.91	\$16.21	\$16.55	\$16.88
Dietary Aide	\$12.92	\$13.17	\$13.44	\$13.70	\$13.99	\$14.26
Dishwasher	(ESA minimum wage + \$0.25)					
Hsk/Laundry	\$12.92	\$13.17	\$13.44	\$13.70	\$13.99	\$14.26
Janitor/Driver/ Maintenance	\$14.09	\$14.38	\$14.66	\$4.55 <i>4.95</i>	\$15.24	\$15.56
Health Care Aide	\$15.28	\$15.59	\$15.91	\$16.21	\$16.55	\$16.88
HCA Evening Premium	\$0.50					
HCA Night Premium	\$1.00					
Lead Hand Premium	\$1.00					

Schedule "B"
Uniforms

Department	Logo incl.	
<u>HCA's</u>		
Pants	\$26.00	\$26.00
Tops	\$21.75	\$25.35
Total		\$51.35
<u>Housekeeping</u>		
Pants	\$26.00	\$26.00
Tops	\$21.75	\$25.35
Total		\$51.35
<u>Maintenance</u>		
Pants	\$26.25	\$26.25
Shirt	\$38.25	\$41.85
Jacket (1 only)	\$76.50	\$80.10
Fleece (1 only)	\$41.00	\$44.60
Total		\$192.80
<u>Driver</u>		
Pants	\$42.00	\$42.00
Long Sleeve Shirt	\$38.25	\$41.85
Jacket (1 only)	\$76.50	\$80.10
Fleece (1 only)	\$41.00	\$44.60
Tie (1 only)	\$13.80	\$13.80
Total		\$222.35
<u>Reception</u>		
Pants	\$41.50	\$41.50
Shirt	\$34.50	\$38.10
Vest (2 only for employees working 1500 hours or more)	\$35.75	\$39.35
Total		\$118.95
<u>Dining Room</u>		
Pants	\$41.50	\$41.50
Shirt	\$38.25	\$41.85
Vest (2 only for employees working 1500 hours or more)	\$39.95	\$43.55
Tie (1 only)	\$13.80	\$13.80
Total		\$140.70
<u>Cook</u>		
Top	\$28.25	\$31.85
Pant	\$25.00	\$25.00
Hat (1 only)	7.85	\$11.45
Apron	\$10.75	\$14.35
Total		\$82.65

*Prices may fluctuate from time to time as determined by the supplier.