

COLLECTIVE AGREEMENT

BETWEEN:

PARKWOOD MENNONITE HOME INC.

~ AND ~

THE UNITED STEELWORKERS

**ON BEHALF OF
LOCAL 838-17**



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ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Home recognizes the Union as the sole and exclusive bargaining agent for all its employees of Parkwood Mennonite Home Inc. in the City of Waterloo, save and except supervisors and persons above the rank of supervisor, registered nurses, volunteer coordinator, restorative care coordinator, pastor, sales and office and clerical staff.
- 2.02 Persons outside the bargaining unit shall not perform work normally performed by the members of the bargaining unit, except in cases of emergency, for instruction, training or when bargaining unit employees are not available to perform the work. It is clearly understood that this clause does not apply to the interchange of "Registered Staff" when necessary within the Home.
- 2.03 The Home shall not contract out any work, usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time results from such contracting out.

The Parties recognize that volunteers provide a valuable service to the residents of Parkwood Mennonite Home. The assistance to residents provided by volunteers will not result in the layoff or reduction of hours for members of the bargaining unit.

ARTICLE 3 - RELATIONSHIP

- 3.01 (a) The Home and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, sex, creed, religion, colour, age or national origin.
- (b) The Home and Union agree to observe the provisions of the Ontario Human Rights Code.
- (c) The Home agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.
- (d) The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Home during the employees working hours except by agreement with the Home.

- (e) The Employer shall advise the Local Union Chairperson as to the name(s) and the orientation schedule of the employee(s) listed for interview. The Home shall designate the time and the place on the premises for the interview, the duration of which shall not exceed fifteen (15) minutes.

3.02 Anti-Sexual and Anti-Racial Harassment

1. The Home shall maintain a working environment, which is free from sexual and/or racial harassment.
2. For the purpose of this clause, "sexual harassment" includes:
 - (a) Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
 - (b) Implied or expressed promise of reward for complying with a sexually oriented request; or
 - (c) Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
 - (d) Sexually oriented remarks and behaviour, which may reasonably be perceived to create a negative psychological and emotional environment for work and study.
3. For the purpose of this clause "racial harassment" includes:
 - (a) Engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Home, supervisor, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.
4. Where an arbitrator concludes that Section (b) 1. has been breached the arbitrator may direct:
 - (a) That the aggrieved employee (the complainant) not be required to continue to work in proximity to any person (respondent) found to have engaged in any sexual or racial harassment conduct; and

- (b) That any employee who is found to have engaged in sexual or racial harassment conduct be reassigned to another location or time of work without regard to the respondent's seniority; and
 - (c) That the Home pays the aggrieved employee compensation for all losses flowing from and reasonably connected to the sexual or racial harassment conduct complained of.
 - (d) In minor cases, not involving repeat incidents, the Home and the Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Home within ten (10) days of the initiation of the complaint.
5. In any arbitration case arising out of or relating to sexual or racial harassment conduct, where an arbitrator finds the sexual or racial harassment has occurred the arbitrator shall impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon other bargaining unit employees. The arbitrator may direct a transfer of the perpetrator without regard to his/her seniority.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Subject to the agreement, the Union recognizes and acknowledges that the management of the Home and direction of the work force are fixed exclusively with the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order and efficiency;
 - b) Determine schedules, and quality standards, shifts, hours, the content of jobs and to assign work to employees;
 - c) Determine the place, means, methods, processes and schedules of service, numbers of employees, the location, extension, limitation, curtailment or cessation of operations or any part thereof, and the service to be provided; plan, direct and control the operations;
 - d) Hire, classify, promote, demote, retire, layoff or transfer employees;
 - e) Suspend, discipline, or discharge employees for just cause provided that a

claim by an employee that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- f) Make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 In recognition of the provisions and procedures as established by the Hospital Labour Disputes Arbitration Act, R.S.O. 1970, chapter 208, as amended, and in view of the orderly procedures established for the handling of grievances, the Union agrees that there will be no strike, slowdown or stoppage of work, either complete or partial, and the Home agrees that there will be no lockout.

ARTICLE 6 - UNION SECURITY

- 6.01 The Home agrees that all employees shall become and remain members of the Union as a condition of their continued employment.
- 6.02 The Home shall deduct from the pay of each member of the bargaining unit, bi-weekly, such Union dues, fees and assessments as prescribed by the Constitution of the Union.
- 6.03 The Home shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Area Office, payable to the International Secretary-Treasurer.
- 6.04 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees in the bargaining unit from whom no deductions have been made and the reasons why, along with the R-115 form required by the International Union.
- 6.05 The Union agrees to indemnify and save the Home harmless against all claims or other forms of liability that may arise out of or by reason of, deductions made or payments made in accordance with this Article.
- 6.06 The Home agrees to show on the employee's T4 slip the total Union dues deducted for the previous calendar year.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Home acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Home agrees to recognize four (4) Union Stewards and the Unit Chairperson.
- 7.03 The Home shall be notified by the Union of the names of the Union Stewards, Chairperson/ President and the areas they are representing and any changes made thereto.
- 7.04 The Home agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees plus the Local Union President or Unit Chairperson.
- 7.05 When legitimate business of a Grievance Committee or Union Steward requires her to leave the workstation and/or department, she shall first receive permission from her supervisor (such permission shall not be unreasonably withheld).
- 7.06 The Home agrees that Stewards and Grievance Committee shall not suffer loss of pay for time spent in the handling of grievances.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Home agrees to recognize and deal with a Negotiating Committee of not more than one (1) employee, plus the Unit Chairperson, who shall be regular employees of the Home, along with representatives of the International Union.
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8.03 The Home agrees to allow members of the Negotiating Committee up to three (3) days leave of absence at regular rates of pay for the Committee to meet with members of Management.

ARTICLE 9 - GRIEVANCE PROCEDURE

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

- 9.02 It is generally understood that an employee has no complaint or grievance until she, either directly or through the Union, has first given her immediate supervisor an opportunity to adjust the complaint.
- 9.03 If, after registering the complaint with the supervisor and such complaint is not settled within four (4) regular working day 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:

Step One

The grievance shall be submitted in writing to the supervisor either directly or through the Union within three (3) working days. The supervisor shall meet with the employee's Union Steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either Party. The Supervisor shall within a further four (4) working days answer the grievance and return it to the Union.

Step Two

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the Administrator within three (3) working days, who shall within four (4) working days hold a meeting between the Union Grievance Committee not to exceed two (2) in number plus the Local Union Unit Chairperson and the appropriate representatives of Management, in a final attempt to resolve the grievance. The Field Staff Representative of the Union and the Griever may be present at this meeting if requested by either Party. The Administrator shall within a further four (4) working days give her decision, in writing, to the Union.

- 9.04 The Home shall not be required to consider any grievance, which is not presented within ten (10) working days after the grievor or the Union first became aware of the alleged violation of the Agreement. Final financial liability shall be limited to the date of the grievance and forward.
- 9.05 If final settlement of the grievance is not reached at Step Two then the grievance may be referred in writing by either Party to Arbitration as provided in Article 11, Arbitration, at any time within fifteen (15) working days after the decision is reached under Step Two.
- 9.06 Within the limitations established by Confidentiality Legislation and the Residents' Bill of Rights at any stage of the Grievance Procedure including Arbitration, the conferring Parties may have the assistance of the employee(s) concerned and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties, or the Arbitrator to have access to the Home to view disputed operations and to confer with the necessary witnesses.

- 9.07 When two or more employees wish to file a grievance rising from the same alleged violation of this Agreement, such grievance may be handled as a Group Grievance and presented to the Home beginning at Step Two of the Grievance Procedure.
- 9.08 The Union or the Home shall have the right to initiate a Policy or a Grievance of a general nature, beginning at Step Two of the Grievance Procedure, and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances.
- 9.09 The time allowance provided in this Article may be extended by mutual agreement between the Parties in writing.
- 9.10 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

- 10.01 A claim by an employee, that she has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step 2 of the Grievance Procedure within five (5) working days after the employee receives notice that she has ceased to work for the Home or returns to work after a suspension as the case may be.

Such special grievance may be settled by:

- (a) Confirming the management's action to discharge or suspend the employee, or
 - (b) Reinstating the employee with full seniority and compensation for lost wages and benefits, or
 - (c) Any other arrangement, except loss of seniority, which in the opinion of the conferring Parties, or the Arbitrator, is just and equitable.
- 10.02 An employee, who has been dismissed without notice, shall have the right to interview her Union Steward, for a reasonable period of time, before leaving the Home premises.
- 10.03 Letters of reprimand including suspension issued to employees shall be removed from the employee's record after twelve (12) months from the date of reprimand or suspension. In the case of discipline arising from incidents involving third party interface, i.e. resident and family, the record will remain on file indefinitely.

ARTICLE 11 - ARBITRATION

- 11.01 When either party to the agreement requests that a grievance will be submitted for arbitration, they shall make such request in writing addressed to the other party to the agreement.
- 11.02 The arbitration procedure incorporated in the agreement shall be based on the use of a single arbitrator unless mutually otherwise.
- 11.03 Except where otherwise provided for in this agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceedings. The parties will jointly share the Arbitrator's fee and expenses.
- 11.04 No matter may be submitted to arbitration, which has not first been properly carried through all preceding steps of the grievance procedure.
- 11.05 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this agreement, nor make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this agreement.
- 11.06 The decision of the arbitrator shall be final and binding on the parties.
- 11.07 When either party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If none of the proposed arbitrators are acceptable to the other party, other arbitrators may be proposed by either party. If an acceptable arbitrator is not agreed upon within fifteen (15) days, the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator. The parties can extend time frames upon mutual consent.

ARTICLE 12 - SENIORITY

12.01 Probationary Period

- (a) An employee shall be considered a "probationary employee" until she has worked a total of four hundred and fifty (450) hours. Until completion of the probationary period and obtaining seniority status, the employees name shall not appear on any seniority list. Upon completion of probation employees will be credited with all hours worked dated back to the date of hire. The probationary period may be extended by mutual agreement of all parties. The parties must agree on the length of the extension.
- (b) The discharge of a probationary employee is at the sole discretion of the home.

(c) A probationary employee who goes off on pregnancy/parental leave before completing her probationary period shall not accumulate hours toward completion of her probation while on pregnancy/parental leave. Upon her return she shall complete the remaining hours needed to complete probation. Once she has gained seniority she shall be credited with the hours lost while on pregnancy/parental leave in accordance with the Employment Standards Act.

12.02 (a) In recognition of the responsibility of the Management for the operation of the Home, it is understood and agreed that in all cases Management shall have the right to select the candidate best suited for the vacancy, based upon skills, efficiency, knowledge, ability, qualifications and / or physical fitness to perform the work after a trial period where required.

The parties recognize that job opportunity and security shall increase in proportion to length of service. Where the above criteria are fairly equal, senior employees shall be entitled to preference.

(b) In further recognition of the responsibility of the Management for the operation of the Home, it is understood and agreed that Management shall have the right to pass over any employee if it is established that the employee does not meet the criteria in 12.02 (a) to perform the work within a reasonable trial period.

12.03 The parties agree for the purpose of accumulating seniority, all hours worked and not worked, but paid for by the employer, shall be included and calculated in determining an employee's seniority. (e.g. paid leave of absence, leave for union business, bereavement leave, vacations, paid sick leave, etc.) Any changes to calculation of seniority will commence from ratification forward.

12.04 An employee shall lose her seniority standing and her name shall be removed from all seniority lists and shall be deemed terminated for any one of the following reasons:

- (1) If the employee voluntarily quits or retires.
- (2) If the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.
- (3) If the employee is laid off and fails to return to work within five (5) days after she has been notified so to do by the Employer by registered mail to her last known address (a copy of such notice shall be sent to the Union). However, should the registered letter not be delivered in the ordinary course of mail through no fault of the employee, the five (5) day period will commence only after the employee has become aware of her recall. It is understood it is the sole responsibility of the employee to inform the employer of any address change.

- (4) If the employee has been on lay-off for lack of work for a period of more than twenty-four (24) consecutive months.
- (5) If an employee is absent without permission for three (3) consecutive working days, without notifying the Home, unless she has a reasonable excuse for failing to notify.
- (6) Employees who are on leave of absence shall not engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave, she shall forfeit all seniority rights and privileges contained in this agreement unless otherwise agreed between the Home and the Union.

12.05 Seniority shall be on a home-wide basis and shall mean total length of continuous service in the bargaining unit as defined in Article 2.

12.06 Committee persons and Union Stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. A copy will be posted on the Home bulletin boards for employee's inspection. The Home will send the Union a list containing the employees' seniority, job classification, current rate of pay and the employee's latest address on file with the Home to the area office of the union on the above dates.

12.07 Notice of Lay-off

- (a) Whenever it becomes necessary to reduce the work force, the employee affected shall be given one (1) week's notice in advance of the date of lay-off or pay in lieu thereof. Lay-off shall only take place at the end of the employee's shift.
- (b) The Union Chairperson shall be notified in advance of the names of any employees slated for lay-off and the expected duration of same.

12.08 Job Vacancies

- (a) Announcements of opportunities for all job vacancies in new or existing jobs, within the bargaining unit, will be posted on the bulletin boards for a period of seven (7) calendar days (or less by mutual agreement in writing) prior to filling of the job vacancy. Employees desiring consideration in the filling of the job vacancy shall signify their desire by notifying the manager posting the vacancy, in writing during the period in which it was posted. All jobs shall be awarded within five (5) working days from the date of removal of the job vacancy announcement. The successful applicant will normally be placed in their new position within (4) four weeks of the position being available.
- (b) The job vacancy shall be filled in accordance with the provisions of 12.02.

- (c) Jobs shall not be considered vacant when employees are not at work because of sickness, accident, or authorized leave of absence. However, if it is known that an employee is to be absent from work because of sickness, accident, or on leave of absence for more than two (2) calendar months, the job shall be posted as a temporary job and the provisions of this Article shall apply. Upon completion of the temporary assignment the employee shall return to her former job.
- (d) The successful candidate shall be placed on a trial period of up to thirty (30) days to determine their capability to perform the work. After thirty (30) days the job posting shall become permanent unless;
 - 1. The employee decides within the thirty (30) days that she is not suitable for the job and decides to return to her former position, or;
 - 2. The Home decides that the employee is unsuitable for the job.

In either case the employee will return to her former position and wage rate without loss of seniority. Any other employee promoted or transferred as a result of the original job award shall also return to her former position and wage rate without loss of seniority.

- (e) An employee, who is bypassed in favour of an employee with less seniority to fill the vacant job, shall be notified in writing as to the reason(s) she was not accepted. The name of the successful applicant shall be posted on the bulletin boards.
- (f) Employees may not apply for a job opening until they have completed their probationary period. Employees who bid for and are awarded a job posting shall remain in their new position for a minimum of six (6) months, (except as provided for in Article 12.08 (d)), before bidding for another job posting. This may be waived in some circumstances.
- (g) The successful candidate shall be placed on the wage grid of the job she bids for in accordance with her seniority.

12.09 Preferential Seniority

- (a) Local Union Officers, namely, President or Unit Chairperson, Vice-President, Recording Secretary, Financial Secretary, and Treasurer shall have top home-wide seniority in case of lay-off and shall be retained by the Home on work they are willing, qualified and able to perform.
- (b) Union Stewards shall hold top home-wide seniority in the departments they preside over in case of lay-off provided there is work they are able, qualified and willing to perform.

- (c) Local Union Officers and Stewards who are retained in employment due to the provisions of (a) and (b) above shall only be entitled to job preference based on their natural seniority rating.

12.10 Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of twelve (12) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Home during the twelve (12) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the twelve (12) month period has expired, other than as a new employee.

12.11 The Home will supply the Financial Secretary of the Union, when the events listed below occur or weekly, whichever occur last, with the names of the persons who have been:

1. Recalled to work.
2. New hires.
3. Failed to give notice of their intention to return to work when notified.
4. Quits.
5. Absent through sickness or accident for one (1) full week.
6. Change of address. It is understood and that it is the sole responsibility of the employee to inform the Home of any change of address and /or telephone number.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 (a) Employees will be granted personal leaves of absence in accordance with the Employment Standards Act (ESA) as amended from time to time.
- (b) Leave of absences for other personal reasons will be considered by the Home, provided the request is submitted, in writing at least four (4) weeks in advance of the start of the leave, unless impossible. Before granting such leave the Home will consider whether the leave can be arranged without undue inconvenience to the normal operations of the Home and the needs of the residents.
- (c) The Union Chairperson of the Union will be notified of all leaves greater than one (1) week granted under this Section.

13.02 A maximum of two (2) employees who have been elected or appointed by the union to attend Union conventions or conferences or other Union business shall be granted a leave of absence for this purpose. The Union will notify the Home in writing, not less than ten (10) working days prior to the start of the leave, of the names of the delegates. The two (2) employees will not be from the same classification.

The Home will endeavor to schedule the Union Chairperson not to work in order for her to attend Local Union meetings. The Union Chairperson is responsible to give the Home sufficient notice to meet the scheduling requirements.

13.03 When employees are granted leave of absence as per article 13.02 the Home will provide the employee with her regular earnings and the Union will reimburse the Home on a monthly basis for all including the Statutory Benefits paid on behalf of the employee by the employer (EHC, EI, etc.). Time off shall be considered as time worked for the purposes of accumulating seniority during this absence.

13.04 The Home will grant an employee leave of absence without pay for at the most three (3) years 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 shall not be unreasonably refused by the Home. The employee shall continue to accumulate seniority during this absence. Time off shall be considered as time worked for the purpose of accumulating seniority during this absence.

13.05 When an employee is granted leave of absence as per article 13.04 the Home agrees that the employee may elect to retain welfare benefit coverage with the Home as long as premiums for such coverage are reimbursed on a monthly basis to the Home by the Union.

13.06 Employees shall be granted leave of absence for pregnancy/ parental leave in accordance with the Employment Standards Act (ESA) as amended from time to time.

ARTICLE 14 - UNION REPRESENTATIVE

14.01 A representative of the Union shall have access to the Home's premises for the purpose of dealing with matters arising from this agreement. Access shall be requested by the representative and such access shall not be unreasonably denied. The Administrator or her designate shall call the Local Union President / chairperson or steward to a place designated by the Management for them to confer. These talks will be arranged so they will not interfere with the needs of the residents or the operations of the Home.

ARTICLE 15 - BULLETIN BOARDS

- 15.01 The Home agrees to provide a Bulletin Board in an area accessible to employees in the Home for the purpose of posting meeting notices and official Union information. Notices will be shown to the Administrator prior to posting. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

ARTICLE 16 - REPORTING ALLOWANCE

- 16.01 In the event that an employee reports for work on time for her assigned, scheduled shift, without having been previously notified, not to report, she shall be given four (4) hours work at her regular rate of pay. If the employee's assigned scheduled shift is less than four (4) hours the employee will be given work equivalent to scheduled shift hours. The Home shall not incur any obligation under this article where such employee has failed to keep the Home informed of her current address and telephone number, or when the Home is unable to provide work for the employee because of circumstances beyond the control of the Home.

ARTICLE 17 - CALL-IN

- 17.01 (a) Employees who are scheduled for less than 75 seventy-five hours bi- weekly and wish to work additional shifts on a call-in basis may do so by identifying on a call-in list their availability.

Calls-ins will be allocated to employees identified above and shall be distributed equitably on a rotating basis, starting with the most senior person available and willing to do the work.

For the purposes of equitable distribution, time offered and declined shall be counted in the distribution. It is understood that employees can only be called-in within their classification.

ARTICLE 18 - PAYMENT FOR INJURED EMPLOYEES

- 18.01 In the event that an employee is injured in the performance of her duties, she shall, to the extent that she is required to stop work and receive treatment, be paid for wages the remainder of her shift. If it is necessary, the Home will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the Home and/or to her home as necessary. If it is necessary for an employee to receive medical treatment subsequent to her return to work following a work related injury, she shall be paid for any time lost from her regular shift hours to attend such appointment. Every effort shall be made by the employee to schedule appointments outside regular working hours.

ARTICLE 19 - JURY AND WITNESS DUTY

- 19.01 The Employer shall grant a leave of absence without loss of regular pay to an employee who serves as a juror or is required by subpoena to attend a court of law or a coroner's inquest, provided the employee:
- (a) Notifies the Employer as soon as she becomes aware that she will be subpoenaed or receives the subpoena whichever comes first;
 - (b) Presents to the Employer proof of service requiring the employee's attendance;
 - (c) Reimburses the Employer the full amount of jury pay or witness fees excluding mileage or travel and meal allowances.

This article will only apply if the employee was scheduled to work.

ARTICLE 20 - SAFETY AND HEALTH

- 20.01 The Home and the Union shall maintain an Occupational Safety and Health Committee consisting of equal representation from employees elected or appointed by the union and the management of the Home.
- 20.02 The general duties of the Occupational Safety and Health Committee shall be to enforce the provisions of the Occupational Safety and Health Acts of Ontario, and the Workers Compensation Act and:
- (a) To make a monthly inspection of the home or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
 - (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents, which might have caused injury to a worker, whether or not such injury occurred.
 - (c) To hold regular meetings as OHSC for the discussion of current accidents, their causes, suggested means of preventing their recurrence and provide the certified members with a written decision.
- 20.03 No disciplinary action shall be taken against any employee by reason of the fact that she has exercised the right conferred upon her under any act respecting occupational health and safety.

In the event section 43(3) of the Occupational Health and Safety Act (RSO) 1990 is revoked or changed, the employer will recognize an employee's right to refuse to perform work where she has reason to believe that the work as directed is likely to endanger 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.

- 20.04 The Home shall supply all protective clothing and other devices (excluding safety shoes) deemed necessary by the Home or the Ontario Health and Safety Act to protect employees from injuries arising from their employment with the Home.
- 20.05 The parties agree that aggressive resident actions are suitable subjects for or at the Health and Safety Committee meetings and such actions will be reviewed and recorded in the minutes of those meetings. The Home will take all reasonable steps within its control to address the legitimate health and safety concerns regarding aggressive residents.

ARTICLE 21 - HOLIDAYS

- 21.01 (a) Employees who qualify shall receive the following paid holidays:
- | | |
|------------------|----------------|
| Labour Day | New Year's Day |
| Thanksgiving Day | Good Friday |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Family Day |
- (b) As of July 1, 2009, employees who qualify as per 21.07 shall receive up to two (2) float days per calendar year.
- 21.02 The employee is eligible for payment of holiday provided each of the following conditions are met:
- (a) The employee works her full regular scheduled shift on the working day immediately preceding such holiday and her full regular shift on the first working day following such holiday, unless absent due to reasonable cause.
- (b) The employee attends work if scheduled to work the holiday, unless absent due to reasonable cause.
- 21.03 Eligible employees shall receive pay for each holiday in accordance with the Employment Standards Act.
- 21.04 The employee shall be required to supply proof of any accident or illness if requested by the Home.

- 21.05 When any of the holidays are observed during an employee's scheduled vacation period she shall receive holiday pay as provided for in Article 21.03 above and shall be granted corresponding time off.
- 21.06 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of time and one-half (1 1/2) in addition to holiday pay.
- 21.07 Upon completion of probation, all employees will be entitled to a float day as follows:
- (a) As of July 1st each year an employee who has worked eight (8) hundred hours from July 1st of the previous year to June 30th of the current year will be entitled to one (1) float to be taken between July 1 of the current year to June 30th of the following year. An employee, who works fifteen hundred (1,500) hours, will be entitled to two (2) float days with the same criteria.
 - (b) Floats may not be taken in such a way as to create a split weekend for the requesting employee.
 - (c) Requests for float day must be submitted in writing and may be taken by mutual agreement at any time except between December 20 of one year and January 3 of the next year;
 - (d) Float day may not be accumulated from year to year. Failure to request a float day may result in the Employer scheduling the day or paying the day.

The float day will be paid in accordance with regular hours per shift worked (e.g. An employee working a regular 6 hour shift would receive pay at 6 hours, not 7.5 hours.)

- 21.08 For the purpose of clarity, paid holidays shall commence at 22:00 hour (10:00 pm) on the evening preceding the paid holiday and end at 21:59 hours (9:59 pm) on the evening of the holiday.

ARTICLE 22 - VACATION WITH PAY

- 22.01 For the purposes of vacation entitlement employees shall earn their entitlement based on the hours identified below. The vacation year for accrual of vacation pay shall be deemed to be July 1st to June 30th of each year. Employees shall earn vacation based on two (2%) percent of gross earnings, for each week of entitlement, accrued as follows:

Entitlement as of June 30th each year:

- a) An employee who has less than 1,799 hours -one (1) day for each 150 hours worked to a maximum of 10 days (4%)
- b) An employee who has 1,800 hours (or one year of employment) and less than 9,000 hours - two (2) weeks of vacation (4%)
- c) An employee who has 9,001 and less than 14,399 hours - three (3) weeks of vacation (6%)
- d) An employee who has more than 14,400 hours and less than 35,999 hours - four (4) weeks of vacation (8%)
- e) An employee who has more than 36,000 hours - five (5) weeks of vacation (10%)

Vacation pay will be paid on the payroll immediately preceding the scheduled vacation or on the payroll immediately following the scheduled vacation. Employees who prefer to be paid prior to the vacation may make this request in writing one month in advance. An employee who has not received all her vacation pay by June 1st of that year shall be paid the remainder of the previous year's accrual by June 30th.

- 22.02 Vacations shall not be accumulated or waived but must be taken within the current vacation year.
- 22.03 An employee, who leaves the employment of the Home for any reason prior to June 30th, shall receive a vacation pay based on the previous year's vacation entitlement.
- 22.04 "Gross Earnings" shall mean - total earnings less vacation pay, paid by the Employer for the fifty-two (52) week period from July 1st to June 30th of the previous year.
- 22.05 The Home will post the summer vacation request list no later than March 1st of each year. The employees will indicate their choice no later than March 15th. Employees will be given preference in accordance with their seniority. No more than (2) two consecutive or non consecutive weeks will be granted during the summer vacation. All other time beyond the initial (2) two weeks that is requested, will be granted on a first come first serve basis, based upon availability. The schedule for June, July, August and the Labour Day week in September will be posted prior to May 1st. All other vacation requests will be addressed within (2) two weeks of the request being submitted in writing.

ARTICLE 23 - WAGES

- 23.01 The Home agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this Agreement.

23.02 Effective the first pay period in April 2010, the shift premium will be \$0.30 per applicable hour. Shift premium will be paid only for shifts where the majority of hours worked are between 4:00 p.m. of one day and 6:00 a.m. of the next day.

23.03 Temporary Transfers

- (a) An employee who is temporarily transferred to meet the Home's convenience to another job for which the regular rate is less than that which the employee is receiving, shall retain her former rate, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job.
- (b) An employee who is temporarily transferred from her regular job due to lack of work shall be paid the rate of pay for the job to which she is transferred provided the time spent on the new job is one (1) hour or more.

23.04 Payment of Wages

The Home agrees that all employees shall be paid biweekly by direct deposit on Thursdays. Should the pay day fall between Christmas and New Years, then the pay may be delayed to the Friday.

23.05 New or Changed Jobs

The Home agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However, if the Parties fail to agree on the new rate they shall install the new rate proposed by the Home and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence. Jobs must fall within the bargaining unit.

ARTICLE 24 - HOURS OF WORK AND OVERTIME

- 24.01 (a) The normal work day shall be seven and one-half (7 ½) hours and the work week shall be thirty-seven and one-half (37 ½), seventy-five (75) hours average over a two (2) week period. The parties recognize that the Home has part time and short shifts of less than seventy-five (75) hours bi-weekly and seven and one half (7 1/2) hours per day
- (b) Employees shall be allowed a thirty (30) minute unpaid lunch break, approximately midway through each shift.

- 24.02 (a) All time worked in excess of seven and one half (7 ½) hours per day or seventy-five (75) hours bi-weekly and any hours if called in by the Employer during the Employees vacation period shall be considered overtime. This clause shall be interpreted to mean that if an employee works more than seven and one-half (7 ½) hours in a row and such hours fall on the evening shift of one day and the midnight shift immediately following the same shift but on the next day that overtime shall still apply.
- (b) Overtime of fifteen (15) minutes or less, for report, need not be paid for.
- (c) All overtime must be authorized by the Administrator or her designate.
- (c) The work day shall be defined as 22:00 hours (10:00 p.m.) of one day to 21:59 hours (09:59) of the following day. Overtime will be based on this definition, except as specified in the second sentence of (a) above.
- 24.03 As of February 15th of each year any RPN that is not registered on the CNO website will be deemed suspended and the Home will not schedule her until such a time that she once again is in good standing. The Home will be responsible to verify the status of registered staffs' with the CNO.
- 24.04 Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.
- 24.05 There shall be no pyramiding of any overtime or premium (s) throughout this Agreement.
- 24.06 Overtime work shall be on a voluntary basis, and it is mutually agreed that overtime shall be distributed as equitably as possible among the employees who normally perform the work.
- 24.07 The Home shall keep up-to-date records of all overtime worked.
- 24.08 Employees shall be entitled to one (1) fifteen (15) minute break in each four (4) hours of their shift.
- 24.09 Where there is a change to Daylight Savings from Standard Time or vice versa, an employee who is scheduled and works a full shift shall be paid her straight time hourly rate for the actual number of hours worked. No overtime shall apply to this provision.

ARTICLE 25 - GENERAL

25.01 Gender

Wherever the FEMININE GENDER is used throughout the Articles within this Agreement, it is agreed that the MALE GENDER is an acceptable substitute whenever the MALE GENDER is applicable.

25.02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

25.03 Uniform allowance is payable to employees required to wear a uniform and:

- i. Employees who work greater than 1,500 hours will receive \$50.00
- ii. Employees who work greater than 1,080 hours will receive \$25.00

Hours worked will be calculated from July 1st of the previous year to June 30th of the current year and shall be payable in July of the current year.

ARTICLE 26 - INSURANCE-WELFARE BENEFITS AND PENSIONS

26.01 The Home agrees that during the term of this Agreement they will provide the Insurance-Welfare Benefits as set out in Schedule "B" attached hereto and made part of this Agreement, for all employees and their eligible dependants.

26.02 The Home further agrees that all eligible employees shall be covered by the terms of the Home Pension Plan as set out in Schedule "C" attached hereto and made part of this Agreement.

ARTICLE 27 - BEREAVEMENT PAY

27.01 A leave of absence with pay up to a maximum of three (3) consecutive days will be granted to an employee who has completed probation to arrange for or attend the funeral of a member of her immediate family. Immediate family is deemed to mean spouse, son, daughter, mother, father, sister, brother, brother or sister-in-law, mother or father-in-law, grandparents, or grandchildren. Where necessary because of distance, the employee may be provided with additional unpaid leave.

27.02 Employees that are unable to attend the funeral of a member of her immediate family due to extenuating circumstances (out of the country death) will receive a leave of absence with pay to a maximum of one day in order to attend a service, interment or equivalent.

- 27.03 A leave of absence with pay to a maximum of one day will be granted to an employee to attend the funeral of a niece or nephew or an employee's aunt or uncle.
- 27.04 Pay shall be for scheduled days lost. The intent of the article is to ensure continuance of regular pay.

ARTICLE 28 - HUMANITY FUND

- 28.01 The Home agrees to deduct the equivalent of one (\$0.01) cent per hour for each hour worked by employees in the Bargaining Unit, and remit all monies collected, monthly, by cheque, to the:

Humanity Fund
c/o United Steelworkers of America
234 Eglinton Avenue East
Toronto, Ontario
M4P 1K7

ARTICLE 29 - SEVERANCE

- 29.01 Employees will receive severance in accordance with the Employment Standards Act of Ontario as amended from time to time.

ARTICLE 30 - TERMINATION

- 30.01 This Agreement shall become effective on the 1st day of April, 2014 A.D., and shall continue in effect up to and including the 31st day of March, 2017 A.D.
- 30.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.
- 30.03 If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than (15) days after such notice or as soon thereafter as is mutually agreed.
- 30.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.
- 30.05 Retroactivity payments will be paid for all hours worked from April 1, 2014 to all present and former employees who have terminated employment since April 1, 2014 within sixty (60) days of settlement for all.

Any employees who have been hired since that time shall be entitled to the increase from the date of hire.

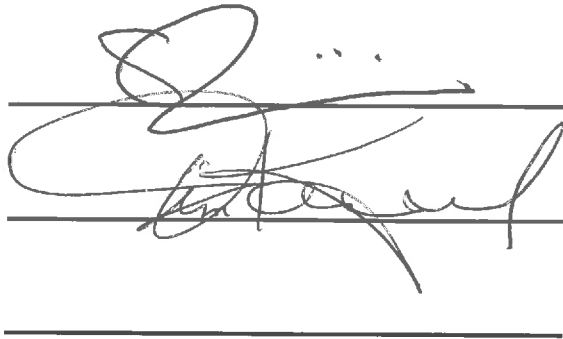
The Employer shall contact, in writing, at their last known address any employee who had completed their probationary period, who is owed a minimum of \$25.⁰⁰ and who have since left its employment, to advise them of their entitlement to any retroactivity adjustments with the provision that they respond to the Employer, in writing, within twenty (20) days of the date the letter was sent. Thereafter the Employer shall have no liability for retroactive payments to such employees.

A copy of the Employer's letter shall be forwarded to the local Union, along with a list of the former employees to whom the letter was sent.

Next page is the signing page.

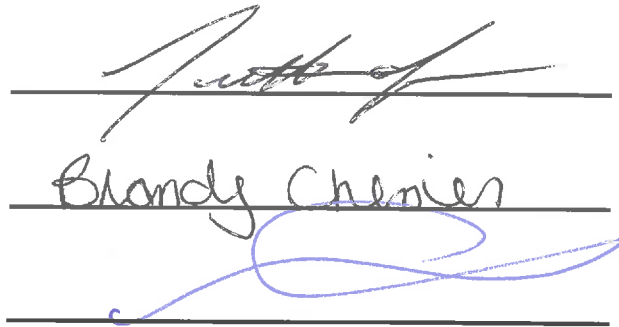
Duly Executed by the Parties hereto this 14 day of AUGUST, 2014 A.D.

**SIGNED ON BEHALF OF
THE HOME**



Handwritten signature in black ink over three horizontal lines.

**SIGNED ON BEHALF OF
THE UNION**



Handwritten signature in blue ink over three horizontal lines.

SCHEDULE "A" - EMPLOYEE HOURLY WAGE RATE

July-08-14

PARKWOOD MENNONITE HOME INC. Employee Hourly Wage Rate Schedule

Bargaining Unit Job Classes			1.5%	1.5%	2.0%
PROGRAM DEPT		April 1/13	April 1/14	April 1/15	April 1/16
Program Aide	Start	18.38	18.66	18.94	19.31
	Pass Prob	19.29	19.58	19.87	20.27
	(5850 Hrs.) 3 Yrs.	20.26	20.56	20.87	21.29
DIETARY SERVICES					
Cook	Start	17.85	18.12	18.39	18.76
	Pass Prob	18.74	19.02	19.31	19.69
	(5850 Hrs.) 3 Yrs.	19.70	20.00	20.30	20.70
Dietary Aide	Start	16.79	17.04	17.30	17.64
	Pass Prob	17.62	17.88	18.15	18.52
	(5850 Hrs.) 3 Yrs.	18.50	18.78	19.06	19.44
NURSING SERVICES					
Registered Practical Nurse	Start	22.08	22.41	22.75	23.20
	Pass Prob	23.19	23.54	23.89	24.37
	(5850 Hrs.) 3 Yrs.	24.34	24.71	25.08	25.58
Personal Support Worker	Start	17.49	17.75	18.02	18.38
	Pass Prob	18.38	18.66	18.94	19.31
	(5850 Hrs.) 3 Yrs.	19.29	19.58	19.87	20.27
ENVIRONMENTAL SERVICES					
Laundry Aide	Start	16.93	17.18	17.44	17.79
	Pass Prob	17.78	18.05	18.32	18.68
	(5850 Hrs.) 3 Yrs.	18.66	18.94	19.22	19.61
Housekeeping Aide	Start	16.48	16.73	16.98	17.32
	Pass Prob	17.31	17.57	17.83	18.19
	(5850 Hrs.) 3 Yrs.	18.17	18.44	18.72	19.09
MAINTENANCE SERVICES					
Maintenance II	Start	19.55	19.84	20.14	20.54
	Pass Prob	20.55	20.86	21.17	21.59
	(5850 Hrs.) 3 Yrs.	21.56	21.88	22.21	22.66

SCHEDULE "B" - INSURANCE-WELFARE BENEFITS

Upon successful completion of probation, eligible employees shall be entitled to participate in the benefit plans offered by the Home.

- i) The Home agrees to provide a life insurance policy in accordance with Employer's current plan (2004-2005). The Employer shall pay 100% of the premium cost.
- ii) The Home agrees to provide accidental death and dismemberment in accordance with the Employer's current plan (2004-2005). The Employer shall pay 100% of the premium cost.
- iii) The Home agrees to provide long term disability but amends it for any new cases to limit coverage to five (5) years or age sixty-five (65) whichever is less in accordance with the Employer's existing plan. Those currently in receipt of sick benefits will not be affected (April 19, 2012). The Employer shall pay 100% of the premium cost.
- iv) The Home agrees to provide paid sick leave in accordance with the Employer's Policy V2-370 (effective January 2000).
- v) The Home will continue to provide a major medical insurance plan in accordance with the Employer's current plan (2004-2005). The Employer will pay 100% of the premium cost.
- vi) The Home will provide a drug plan with a maximum dispensing fee of \$6.00 per prescription. The Employer will pay 100% of the premium cost.
- vii) The Home agrees to contribute 100% of the billed premium, which will provide eligible employees with the Employer's current dental plan (2004-2005)
 - 80% basic coverage
 - Diagnostic, preventative and maintenance
 - Annual maximum: \$900 per insured year (April 2014)
- viii) EHC benefits to cover prescription support stockings to a maximum of \$75 per insured year (April 2014)
- ix) EHC benefits to Vision to increase to \$175 (April 2014) and increase to \$200 (April 2015)

It is understood that the Plans so chosen shall contain standard limits and exclusion common to such plans.

Continued on next page.

The benefits are applicable to eligible employees as identified below:

- A) Each employee will receive paid Sick Leave in accordance with the Employer's Home Policy V2-370 (effective January 2000).
- B) Employees shall make their selection of the benefits once a year.
- C) Employees are eligible to participate in the Insurance and Welfare Benefits as follows;

Scheduled bi-weekly hours	Benefit Entitlement
60 to 75 hours	All benefits
40 to 59.5 hours	Life, AD&D and LTD only
Less than 39.5 hours	Ineligible

The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefit is not decreased. The Employer will provide the Union with thirty (30) days notice of any change in carrier(s).

Parkwood Mennonite Home
HUMAN RESOURCES

EFFECTIVE DATE: January 2000

POLICY NUMBER: V2-370

APPROVED BY: _____

REVIEW DATE: _____

POSITION: _____

REVISED DATES: July 2014

ADMINISTRATOR

Sick Leave

POLICY:

Every employee of Parkwood Mennonite Home who has completed his/her probationary period will be compensated for personal sick leave up to 12 days in any 12 month period.

PURPOSE:

The purpose of this benefit is to minimize the loss of wages because of a personal illness, not exceeding the accumulated sick days.

PROCEDURE:

1. Sick pay is granted to all regular full and part-time employees except students.
2. Payment is for up to 12 regular days for those on a full 5-day week. Those who work less than a 5-day week have their sick pay prorated for the number of days they normally work. For example those on a 3-day week receive $3/5 \times 12 = 7$ days.
3. Sick pay entitlement starts after 450 hours of continuous employment. Sick days accumulate from the first day of employment to a maximum of 12 days. Each employee shall receive a gross credit of 3.46 hours for each full pay period worked; such credit to be cumulative to a total of 12 days for employees who work 75 hours per pay period. Those who work less than 75 hours per pay period will have their sick pay prorated for the number of days they work. (e.g. an employee who works 60 hours per pay period will receive 10 days)
4. If employment is terminated and more than the earned sick days have been taken an adjustment will be made in the final pay cheque.

5. Sick pay will begin with the first day of absence of a scheduled workday.
6. Payment for sick leave is made only if the leave, or part of the leave, comes on previously scheduled workdays. The amount of the payment will be that normally paid if the person had worked on such scheduled days.
7. Payments will be reduced by the amount of any related payments made by the Workplace Safety and Insurance board for those days that would normally be all or part of the sick leave and such days are considered to be sick leave days.
8. Where the employees are absent due to illness and their cumulative sick pay credit has been exhausted, they shall not receive sick pay credit.
9. Statutory and special holiday and regular "day off" shall not form part of the illness period.
10. Employees shall not be entitled to sick pay in advance of any credit they may earn.
11. When employees are given leave of absence without pay for any reason, or are laid off on account of lack of work and return to the service of the Corporation upon expiration of such leave of absence, etc., they shall not receive credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time when they began such leave or lay off.
12. The number of hours for which employees received sick pay shall be deducted from their cumulative sick pay credits.
13. Employees showing signs and symptoms of a respiratory illness, vomiting and diarrhea or any other communicable disease will not be allowed to work until the illness is resolved.
14. After three days absence caused by sickness, we expect the employee to forward a note from a qualified medical practitioner to the Administrator certifying that he/she is unable to attend to official duties.
15. Employees on sick leave are not to engage in gainful employment elsewhere or they will forfeit all seniority rights and privileges and will be deemed to have terminated their employment.

SCHEDULE "C" - PENSION PLAN

Eligible employees will have the option of participating in the Home's Retirement Savings Plan as per Policy V2-350 (effective January 2000).

Upon successful completion of probation, all employees, except students, will be eligible to join the Plan at any time. Participation in the Plan is voluntary. Both the Home and the Employee participating in the Plan agree to contribute 5% of the Employee's annual earnings to the Plan.

If an employee leaves the Home with less than 2 years service, the Employer's contribution to the Plan is forfeited.

Parkwood Mennonite Home
HUMAN RESOURCES

EFFECTIVE DATE: January 2000

POLICY NUMBER: V2-350

APPROVED BY: _____

REVIEW DATE: _____

POSITION: _____

REVISED DATES: July 2014

ADMINISTRATOR

Retirement Savings Plan

POLICY:

Eligible employees have the option of participating in Parkwood Mennonite Home's Retirement Savings Plan.

PURPOSE:

To provide the employees with a means of savings for retirement with the convenience of payroll deductions.

PROCEDURE:

1. You must be an employee of Parkwood Mennonite Home with 450 hours or more of service.
 - a) Parkwood Mennonite Home's contribution will at no time exceed the maximum total allowance part allowed by government regulations for personal income tax deduction purposes.
 - b) At no time shall Parkwood Mennonite Home's contribution exceed 5% of the employee's annual earnings.
2. Parkwood Mennonite Home's contribution will be locked in until retirement but can be transferred into other R.R.S.P. programs or put into an annuity. If an employee leaves the organization with less than 2 years of service, the employer's contribution to the R.R.S.P. is forfeited.
3. Only regular payroll deductions can be eligible for Parkwood Mennonite Home's contribution.
4. Lump sum or additional monthly contributions can be made into the plan by employees if they wish to do so, but these will not be considered part of the regular payroll deductions and thus are ineligible for Parkwood Mennonite Home's contribution.

LETTER OF UNDERSTANDING

Between

Parkwood Mennonite Home

And

United Steelworkers of America

Local 838-17

Re: Maintenance/Environmental Support Worker

Whereas there is only one (1) full-time employee in the above classification, the parties agree that should the Maintenance/Environmental Support Worker be called in outside his/her regular working hours, he/she shall work and be paid the greater of:

1. Two (2) hours at the appropriate overtime rate
2. Appropriate overtime rate for all hours worked.

The provisions above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his/her scheduled shift. In such case, the employee shall receive the appropriate overtime rate.

LETTER OF UNDERSTANDING

Between

Parkwood Mennonite Home

And

United Steelworkers of America

Local 838-17

Re: Schedule "A"

Whereas the parties have agreed to:

- Combine the Health Care Aide and Nursing Aide classification into the Health Care Aide classification
- Change the name of the Health Care Aide to Personal Support Worker (PSW) clarification
- The two (2) remaining Nursing Aides, Ms. T. Thiessen and Ms. B. Klymson will be grandfathered into the PSW classification
- Ms. T. Thiessen and Ms. B. Klymson will be paid the PSW rate of pay and scheduled the same number of shifts/hours as of June 26, 2014
- Ms. T. Thiessen and Ms. B. Klymson will continue to be paid the PSW rate until such a time as they leave Parkwood's employment or successfully bid to another classification