

COLLECTIVE AGREEMENT

BETWEEN:

MAXVILLE MANOR

Hereinafter called the "Home"

AND:

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

Hereinafter called the "Union"

2013-2016

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this agreement is to secure for the Home, 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 and to set forth the conditions of employment to be observed by the Home and the Union.
- 1.02 Wherever the Male Gender is used throughout the articles within this agreement, it is agreed that the Feminine Gender is an acceptable substitute whenever and wherever the feminine gender is applicable.
- 1.03 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.
- 1.04 Definition of Employees

The following definitions shall be applied to this agreement:

- (a) A "full-time employee" shall be defined as an employee who is regularly scheduled seventy-five (75) hours in a two week period.
- (b) A "regular part-time employee" shall be defined as an employee who is regularly scheduled less than seventy-five (75) hours in a two week period.
- (c) A "Casual part-time employee" shall be defined as an employee who works on a relief or ad hoc basis and may be called as required by the Home. The parties agree that such a relief employee has the option of refusing work when such work is made available to him, if such relief employee has a legitimate reason for failing to report.
- (d) A "student" shall be defined as an employee who regularly attends an educational institution and who has no regularly scheduled hours and whose name is placed on the call in list under 12.09. During their employment as students, they will not acquire seniority and shall be treated as probationary employees.

It is understood that where a student completes a course of study then she will become a casual part time employee on the date on which she notifies the Employer in writing that she has ended her attendance at school. If she withdraws from regular attendance at an educational institution before completion of the course of study, her employment will end. For students who become casual part time employees under this paragraph their seniority and service will start from the date on which they become casual part time and they must complete the probationary period under 12.01.

The parties agree that there will be no more than 6 student employees employed at any one time.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Home recognizes the Union as the sole and exclusive bargaining agent for all employees of Maxville Manor in the Village of Maxville save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, office and clerical staff.

2.02 Except in cases of emergency, employees who are not members of the bargaining unit shall not perform work on any jobs who are included in the bargaining unit if the performance of such duties results in the layoff, or reduction in normally scheduled hours of work, of any bargaining unit member, or prevents the recall of an employee on layoff to a permanent position.

2.03 Contracting Out

The Home shall not contract out bargaining unit work if as a result of such contracting out the layoff of a bargaining unit member other than a casual employee occurs. Contracting out to an Employer who will employ those who would otherwise be laid off at substantially the same terms and conditions of employment is not a breach of this clause.

The Employer shall inform the Union prior to contracting out any bargaining unit work.

ARTICLE 3 - RELATIONSHIP

3.01 The Home and Union agree 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.

3.02 The Home and Union agree to observe the provisions of the Ontario Human Rights Code.

3.03 The Home agrees not to 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 nor shall either party discriminate against or coerce employees who exercise their right not to become members of the Union.

3.04 The Union agrees that, except as provided for in this agreement, there will be no union activity on the premises of the Home, except by agreement of the Home.

3.05 Sexual and Racial Harassment

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.

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

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.

Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, citizenship, creed, age, record of offences, marital status, same sex partnership status, family status or handicap.

Therefore, the Union and the Employer agree to abide by the Ontario Human Rights Code. The Employer agrees to make a copy of the Human Rights Code readily available at the workplace.

3.06 Personal Harassment

Harassment means engaging in a course of vexatious comments 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.

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

The grievor shall not be removed from the area unless she so requests or upon agreement of the parties, neither of which shall prejudice the grievance, or as a result of an arbitration decision.

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.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 The Union recognizes that the management of the Home and the direction of the working force are fixed exclusively with the Home, and shall remain solely with the Home, unless modified by the express terms of this agreement, and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Home to:

- (a) determine and establish standards and procedures for the care and welfare, safety and comfort of the residents in the Residence and to Plan, direct and control the work of the employees;
- (b) maintain order, discipline and efficiency, to establish and to revise from time to time, and enforce reasonable written rules and regulations to be observed by the employees, it being understood that the Home will advise the Union of any changes in rules or regulations affecting bargaining unit members;

- (c) hire, retire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline an employee (for just cause) provided that such action may be the subject of a grievance and dealt with as hereinbefore provided. It is agreed and understood however, notwithstanding the above, that the discharge of a probationary employee shall be at the sole discretion of the employer;
- (d) determine location of the operation, and their expansion or their curtailment of the operation, the direction of the working forces, the schedules of operations, the number of shifts, job content and decide on the number of employees needed by the Home at any time.

4.02 As soon as possible prior to changing a rule or policy directly affecting a bargaining unit employee, the Employer agrees to advise the Union of such change.

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

6.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 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 Co-ordinator.

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

- a) A list of the names and addresses of all employees from whom dues were deducted along with their hours worked, total gross amount earned by each employee and the amount of dues deducted;
- b) A list of the names of all employees from whom no deductions have been made and reasons;

- c) This information shall be sent to both Union addresses identified in article 6.02 in such form as shall be directed by the Union to the Employer.
- 6.04 In the event that the Union, in the future, changes the written format of the Dues Remittance Form R-115, the Employer will endeavour to provide the remittance in such form as directed by the International Union provided the Employer has the technological capacity without additional cost.
- 6.05 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.
- 6.06 The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employer during the previous year.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Home acknowledges the right of the Union to appoint or otherwise select shop stewards for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Home agrees to recognize five (5) stewards, one of whom shall be the Union Chairperson. There shall be no more than two (2) stewards from one department.
- 7.03 The Home shall be notified by the Union of the names of the shop steward 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) stewards, one of whom shall be the Union Chairperson.
- 7.05 The Union recognizes that the first responsibility of the Stewards is to the Home. It is also understood that Stewards may, from time to time, be required to leave their work station to service a grievance. The Home will not unreasonably deny a request to do so provided:
 - (i) the Steward first asks permission from her supervisor;
 - (ii) the time spent in the servicing of the grievance is reasonable;
 - (iii) the steward reports to the supervisor on her return;
 - (iv) the steward does not leave the Home.
- 7.06 Where the steward adheres to the above she shall not suffer a loss in pay for regularly scheduled hours.
- 7.07 There shall be established a Management Labour Committee to discuss matters of mutual concern. Such Committee shall be comprised of a total of four (4) members, two (2) of whom shall be selected by the Union, and two (2) of whom shall be

members of management. Union members of the Committee shall not lose pay for regularly scheduled hours spent in attendance at meetings of this Committee.

7.08 New Employees

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

ARTICLE 8 - NEGOTIATING COMMITTEE

8.01 The Home agrees to recognize and deal with a negotiating committee of not more than three (3) employees, whenever possible from different departments, one of whom shall be the Unit Chairperson, along with a representative of the International Union.

8.02 The Negotiating committee 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 the time off work without loss of pay for regularly scheduled hours or without loss of regularly scheduled days off, for the purpose of meeting with management in direct negotiations for the purpose of renewing the collective agreement up to and including conciliation.

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 Step One - Complaint Stage

It is generally understood that an employee has no complaint or grievance until he has first given his 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) calendar days then the following steps of the grievance procedures may be invoked. If the supervisor and the department head are the same person, then Step 2 may be bypassed and the grievance will proceed directly to Step 3.

Step Two

If the decision of the immediate Supervisor is not satisfactory, the grievance will be submitted to the Department Head or designate who shall, within seven (7) calendar days hold a meeting with the Grievor and the Steward. The Department Head or designate shall within a further four (4) calendar days give his decision in writing, on the grievance form and return it to the Union.

Step Three

If the decision of the Department Head is not satisfactory, the grievance will be submitted to the Executive Director, or designate, who shall convene a meeting within seven (7) calendar days with the Grievance Committee, grievor, Department Head (or designate) and Supervisor. The Executive Director or his designate shall render his decision within seven (7) calendar days of the meeting.

- 9.04 The Home shall not be required to consider any grievance which is not presented within fourteen (14) calendar days after the grievor or the Union first became aware of the alleged violation of the agreement. Thereafter the time limits in the grievance procedure shall only be changed by agreement of the parties. Failure to adhere to them will be interpreted as the abandoning of the grievance subject only to section 48(16) of the Labour Relations Act.
- 9.05 If final settlement of the grievance is not reached at Step Three then the grievance may be referred in writing to arbitration by either party as provided for in article 11. No matter may be submitted to arbitration without being properly carried through all necessary steps of the grievance procedure.
- 9.06 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. Furthermore, either party may have the assistance of a representative from outside of the Home at Step Three.
- 9.07 The Home or the Union may initiate a policy grievance involving a dispute regarding the interpretation of the agreement at Step Three, provided such grievance could not have been filed as an individual grievance.
- 9.08 A grievance involving two (2) or more employees on identical issues may be filed as a group grievance at Step Two provided such grievance is signed by two employees involved.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

- 10.01 A claim by an employee who has completed his probationary period, that he 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 Three of the grievance procedure within fourteen (14) calendar days after the employee receives notice that he has ceased to work for the Home or returns to work after a suspension,

as the case may be. The release of a probationary employee shall be at the sole discretion of the Home; however a probationary employee may file a grievance under Article 9 where her complaint arises from an alleged violation of the collective agreement for some matter other than discharge or suspension. For clarity, probationary employees have rights and benefits as provided elsewhere in this Agreement and these may be asserted by the Union on behalf of such employees.

Such special grievance may be settled by any arrangement which in the opinion of the conferring parties, or the arbitrator, is just and equitable.

- 10.02 Formal disciplinary notations shall not be used as a basis for discipline after a period of eighteen (18) months. Where the incident giving rise to discipline involves a third party it shall not be used as a basis for discipline after a period of thirty-six (36) months.
- 10.03 Employees will be allowed to view their personnel and medical file upon request, with reasonable notice, at a time mutually agreeable. An employee may be accompanied by his/her steward to view the file, and may have one copy of each document in the file, once, without charge.
- 10.04 The parties agree that the residents have a right to live in an environment free from abuse. For this reason, the parties agree to assist one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost during such investigation. This reflects the understanding of the parties that an employee will be considered innocent of all allegations until an investigation is complete. Nothing in this language will abrogate from the Union's right to file a grievance on behalf of any employee who has been disciplined or discharged. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee person is not present, a Committee person will be advised no later than the next day, even if by telephone to the Unit Chair or designate, at home.

All investigations will be completed as quickly as possible. The Union further agrees to work with the Employer to promote an abuse-free environment for all residents.

All persons involved in an investigation shall keep confidential any information obtained during an investigation until such time as the investigation is complete and action, if any is taken.

ARTICLE 11 - ARBITRATION

- 11.01 When either party to the agreement requests that a grievance be submitted for arbitration they shall make such request in writing addressed to the other party to the agreement within thirty (30) calendar days of the decision at Step Three.
- 11.02 When either party refers a grievance to arbitration, the preferred method is the use of a sole arbitrator. The party referring the grievance will initially propose three 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 ten (10) days the parties may agree to request the Ministry of Labour to appoint an arbitrator or, name a nominee under section 48 of the Labour Relations Act.

- 11.03 Except where otherwise provided for in this agreement, each of the parties thereto will bear its own expense with respect to any arbitration proceedings.
- 11.04 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this agreement.
- 11.05 The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 12 - SENIORITY

- 12.01 An employee shall not have any seniority, and shall be considered as a probationary employee until he/she has attained seniority status by actually working a total of four hundred and fifty (450) hours.
- 12.02 (a) It is agreed that job security should increase in proportion to the length of service.
- Should circumstances require a layoff of employees; probationary employees will be laid off first. Additional layoffs shall be in reverse order of seniority from among those employees in the classification in which the layoffs occur.
- (b) New employees shall not be hired until those laid off have been given an opportunity for recall. Recall from layoff shall be based upon the seniority of the employees affected, subjected to clause 12.02 (c).
- (c) In recognition of the responsibility of management for the efficient operation of the Home, in all cases referred to in section 12.02 (a) and (b), Management shall have the right to pass over any employee who does not have the ability and physical fitness to perform the work without training, other than orientation.
- (d) Where an employee is laid off, displaced, or reduced in hours, the employee shall have the option of:
- (i) accepting the situation,
 - (ii) accepting a complete layoff. It is understood that this will preserve the employment of other workers whose employment would otherwise have been affected in the course of a workforce reduction process,
 - (iii) exercising seniority rights and displacing less senior employee, subject to article 12.02 (c).

12.03 An employee shall lose his seniority and he shall be deemed terminated for any one of the following reasons:

- 1) if the employee voluntarily resigns.
- 2) if the employee is discharged in accordance with this agreement and is not reinstated.
- 3) if the employee is laid off and fails to return to work within five (5) calendar days after he has been notified so to do by the Home by registered mail to his last known address (a copy of such notice shall be sent to the Union).
- 4) if the employee has been on layoff for lack of work for a period of more than twenty four (24) consecutive months.
- 5) the employee is absent from work for three (3) working days without notifying the Department Supervisor.
- 6) the employee is absent for reason of illness, injury or WSIB, without any reasonable prospect of return to work, following a period of twenty-four (24) months, subject to the duty to accommodate pursuant to this collective agreement and to the Ontario Human Rights Code.
- 7) the employee is on a leave of absence and during the leave accepts employment with another employer without having obtained written approval of the home when the application for leave is made under 13.01

12.04 (a) Seniority shall mean total length of continuous service in the bargaining unit as defined in article 2 on the basis of one thousand seven hundred and fifty (1750) hours worked equaling one (1) year of seniority. Effective (October 8, 1998), no employee can accumulate more than 1750 hours of seniority or service per calendar year.

An employee shall continue to accumulate seniority and service as if she were at work in the following circumstances:

- 1) leave of absence, maximum 30 days;
- 2) sick leave - maximum thirty (30) days following expiry of paid sick leave,
- 3) Worker's compensation, maximum 12 months;
- 4) Pregnancy or parental leave, duration of leave;
- 5) during paid holidays and vacations.
- 6) for union business

- (b) An employee who is transferred to a supervisory or management position for more than thirty (30) days will retain but not accumulate seniority.
- 12.05
- (a) The Local Union will be issued an up-to-date seniority list on or about June 30 and December 31 of each year. A copy of such seniority list shall be mailed to the area office of the Union and a copy posted on the Home bulletin boards for employees' inspection. The chairperson is to receive a copy of the seniority list. For purposes of layoff or job posting, seniority shall be current to the end of the pay period before the day on which the job selection is made or the notice of layoff is given, as the case maybe.
 - (b) The Home will provide the Union with a list of the names, telephone numbers, addresses and full-time, part-time, casual or student designation of the employees in the bargaining unit within two (2) months of the signing of the collective agreement, and shall update that list on an annual basis.
 - (c) The Home will advise the Unit Chairperson or designate of all retirements, hires, dismissals and terminations, layoffs and recalls, promotions, or other changes in the status of employees.
- 12.06
- Whenever it becomes necessary to reduce the work force, the employee affected shall be given at least two (2) weeks notice in advance of the date of layoff or pay in lieu thereof.

The Employer agrees that it will discuss with the Union and employees concerned any scheduled layoff, at the earliest opportunity prior to its implementation and that it will use reasonable efforts to assist employees affected by a layoff, to adjust. The Union will have four (4) weeks or more of notice where reasonably possible.

In the event of a layoff of a permanent or long term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Act will be deemed to be amended to provide notice to the affected employee as follows:

- if her service is greater than 9 years, 9 weeks notice
- If her service is greater than 10 years, 10 weeks notice
- If her service is greater than 11 years, 11 weeks notice
- If her service is greater than 12 years, 12 weeks notice

The parties will continue the present practice in a layoff of posting a blank schedule to enable those affected by the layoff to choose how they may exercise their bumping rights. The practice shall be amended, however, in that the blank schedule will be posted 72 hours prior to the time at which employees must exercise their right to bump.

12.07 Job Posting

Where management determines a permanent vacancy exists, or where a new job is created, it shall be posted on the bulletin board for seven (7) calendar days, postings from resulting vacancies shall be for four (4) calendar days. The award will then be

posted within a further seven (7) calendar days. The notice shall include the date of posting, classification, job description, qualifications, shift(s) assignment normal hours of work, start date and expected duration - if a temporary position. The Employer may advertise externally for a position, which has also been posted, on the understanding that no offer of employment will be made to an external candidate unless no internal applicant is selected.

Where an employee is to be absent on leave, she will be considered for any vacancies which arise during the leave provided she has provided notice in writing to her supervisor prior to the start of her leave.

The successful applicant will be selected in accordance with skill, ability and qualifications. Where these factors are relatively equal, seniority shall govern.

Temporary Vacancies

Where a vacancy of a temporary nature (due to illness, accident, or leave of absence) which the Home intends to fill arises, and such vacancy will last, or reasonably be expected to last, for a period of twelve (12) weeks or longer, such vacancy will be posted. Applicants will be selected in accordance with the criteria listed above. Where no successful applicant is found, management may fill the vacancy by hiring from outside the bargaining unit or by distributing available shifts among interested part-time applicants in accordance with article 12.09. Similarly, for vacancies of less than twelve (12) weeks, shifts may be distributed among available interested part-time employees, as per 12.09 below.

An employee who is temporarily replacing another employee who is absent from work shall return to his regular job when the absent employee returns. Similarly, all other employees affected by the transfer shall return to their regular jobs.

12.08 Whenever an employee is permanently transferred to a position within the bargaining unit he may within one hundred and twelve and the half (112.5) hours worked elect to return to his previous position or the Home may so return him. Similarly, all other employees affected by the transfer shall return to their regular jobs.

12.09 The employee's first commitment will be to their scheduled shifts. The employer shall maintain a list of regular part-time and casual employees who shall be offered additional work in accordance with the operating requirements of the Home. Employees on the call-in list shall be called in order of seniority in the classification required, until the staff shortage is filled. Employees may provide the Employer with up to two (2) phone numbers for call-ins, but must designate a primary and a secondary number. The Employer will first call the primary number and if there is no live contact with the employee, the Employer will endeavour to call the secondary number. If the Employer should fail to call the secondary number, however an employee will not be entitled to a remedial extra shift or other compensation.

The list shall be posted with a copy to the Unit chairperson, and updated on a regular basis. Each call will be indicated on the call-in sheet as "accepted", "no answer" or "refused". An employee who refuses more than three calls during a scheduling period will be moved to the bottom of the list for the duration of that scheduling period, except

if the call is for an overtime shift, or a shift which the employee has requested off. Only an actual refusal will count for the purpose of the above. If an employee has been overlooked for a call-in opportunity, she will work an extra shift at the employee's discretion. This shift will be considered as extra staff. Where it may appear that such employee might otherwise be offered a regular shift conflicting with the shift as an extra, the Employer will endeavour to offer the regular shift to her and re-book the shift as an extra.

For overtime purposes, full-time employees may indicate their availability in writing to the supervisor, and in the event overtime is required it will be assigned by seniority within the classification.

12.10 Master Rotation

- (a) Except in special circumstances where the operations of the Employer are affected, the employer will post work schedules in a common area accessible to staff covering a four (4) week period at least two (2) weeks in advance. Changes shall not be made to the schedule, once posted, without mutual agreement. Requests for any days off must be submitted to the supervisor at least one (1) week in advance of posting.
- (b) The employer will endeavour to arrange shifts so that each employee shall be scheduled every other weekend off. This shall not apply in cases of employee requests or exchange of shifts by employees.
- (c) Subject to the operational requirements of the Home, each work schedule shall contain as much as possible the hours, shift allocations, and days off found in the previous schedule.
- (d) Schedule employees on the posted work schedule to work no more than six (6) consecutive days unless mutually agreed between the Employer and the employee.

12.11 When additional shifts become available prior to the completion of a schedule and before its posting, these shall be allotted according to seniority. No employee, however, will be assigned an additional shift if to do so would conflict with the shifts normally assigned to such employee on the posted schedule, or would give rise to overtime premium.

12.12 Except for relief staff, an employee on layoff who is recalled for a temporary period not expected to exceed twenty (20) days of work may refuse such recall up to three (3) times, thereafter such employee shall lose all recall rights.

12.13 It shall be the duty of an employee to notify the Employer of the address and telephone number at which the employee may be reached to accept a recall of any duration.

12.14 An employee who is sent a recall notice by registered mail but fails to communicate a refusal, as permitted under Article 12.12, before the expiration of the time limits in

article 12.03 shall be subject to the loss of seniority and to termination as provided in article 12.03

- 12.15 Where a certificate is required for a job classification (excluding RPNs) and an employee who is otherwise able to perform the work is awarded such a position as a result of a job posting, she will be given a reasonable period of time to obtain the certificate. If the employee is not successful within a reasonable period of time in obtaining the certificate she will be returned to her previous position.

Where an employee enrolls in a course of study to acquire a certificate which is required for job classification in the bargaining unit, the Employer will take reasonable steps to accommodate the employee's studies and examinations by adjusting the employee's work schedule upon notice from the employee at least one week prior to the posting of a schedule under 12.10 (a).

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 An employee shall be allowed a leave of absence without pay for personal reasons, if:

1. a request in writing is submitted to the management, at least four (4) weeks in advance, unless such notice is not reasonably possible to do so; and
2. the leave is for a good reason and does not interfere unduly with operations;

Where such leave is granted, the employee shall not lose seniority or service if the leave is for thirty (30) days or less.

Notwithstanding paragraph 1, above, where an employee wishes to have a leave of absence without pay for a single shift, she may apply in writing at any point no later than 5 days (excluding weekends and holidays) prior to the day of the shift. Such requests will be considered and may be granted provided the leave does not interfere unduly with operations. Responses to requests will be provided within 2 days (excluding weekends and holidays) of the request.

- 13.02 (a) A maximum of three (3) 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, giving as much notice as is reasonably possible, of the reason for the leave, and of the names of those requiring time off. Total leave not to exceed forty-five (45) days in the year.

In the event that these maximums are exceeded, the Employer shall consider the request and will grant it unless it unduly interferes with operations.

Where such leave is granted, the employee shall not lose seniority or service.

- (b) When employees are granted leave of absence as per article 13.02 (a) the Home will provide the employee with his regular earnings and the Union will reimburse the Home on a monthly basis.

13.03 Compassionate Leave

All employees have access to eight weeks of unpaid leave while caring for a gravely ill family member with a significant risk of death within 26 weeks, as provided in the family medical provision of the Employment Standards Act.

ARTICLE 14 - BULLETIN BOARDS

14.01 The Home agrees to provide a bulletin board in the Home for the purposes of posting official union information. Copy of such notice will be given to the Executive Director or his representative prior to being posted.

ARTICLE 15 - REPORTING FOR WORK AND CALL-IN PAY

15.01 In the event an employee reports for a regularly scheduled shift without having been notified not to do so, and there is no work available, she shall receive pay in the equivalent of three (3) hours at her straight time regular hourly rate of pay. This provision shall not apply where there is a lack of work due to a situation beyond the control of the Home, or the Home, was unable to contact the employee prior to her reporting.

15.02 A full-time employee who, having completed her regular shift as defined in article 22.02 has left the premises, is called back to work prior to her next regularly scheduled shift shall receive pay at the rate of time and one-half her regular straight time hourly rate for all such call-back hours worked with a minimum payment equivalent to three (3) hours pay at her regular straight time hourly rate of pay. The employee may, in lieu of such payment, bank the time she worked, hour for hour, to be taken at a later date at a time mutually agreed between the employee and her supervisor.

ARTICLE 16 - PAYMENT FOR INJURED EMPLOYEES

16.01 In the event that an employee is injured in the performance of his/her duties, he/she shall, to the extent that he/she is required to stop work and receive treatment, be paid for wages the remainder of his/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 his/her home as necessary.

- 16.02 (a) The Employer recognizes it has a general responsibility to accommodate disabled employees in accordance with Ontario law. The Employer further agrees that where such accommodation occurs it is more likely to be successful when done in a participatory manner. Therefore such accommodation will be fully discussed with the Union.
- (b) Such discussions will occur between the Employer and the worker members of the Joint Health and Safety Committee and will include the employee concerned and the steward who is designated by the Union as a WSIB representative.

ARTICLE 17 - JURY & WITNESS DUTY & BEREAVEMENT PAY

- 17.01 An employee who has attained seniority shall be granted leave of absence with pay at his/her regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a material witness subpoenaed to an appearance in which the Crown is a party. The employee shall reimburse the Home to the full amount of jury pay or witness fees received by him/her.
- 17.02 An employee is entitled to a maximum of up to five (5) days without loss of pay for regularly scheduled work days in the event of the death of a parent, spouse, or child, and to a maximum of up to three (3) days without loss of pay for regularly scheduled work days in the event of the death of a brother or sister, grandchild, grandparents, guardians, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. The purpose of such leave is to make arrangements for, and/or attend the funeral, memorial service, or interment.

In a case where 2 or more employees would otherwise qualify for 5 days from a single death, only 1 employee shall be allowed 5 days leave and this shall be in the following order: first the spouse of the deceased, and if there is no spouse working at the Home then the older parent of the deceased, and if there are no parents working at the Home, then oldest child of the deceased.

"Spouse" includes common-law spouse and same-sex spouse. "Grandparents" includes the grandparents of the employee's spouse. "parent" includes step-parents, and "brother or sister" includes step-brother or step-sister.

17.03 Pregnancy and Parental Leave

Employees shall be entitled to a Pregnancy and Parental Leave in accordance with the Employment Standards Act.

- Pregnant women are entitled to a pregnancy leave of up to 17 weeks long. To qualify for the leave, she must have been employed at Maxville Manor at least 13 weeks before the expected date of birth.
- An employee must give 2 weeks written notice of the date she intends to start her pregnancy leave. She must also provide a certificate from her physician indicating the due date. She must begin her leave no later than her due date.
- Any employee, male or female, who is a parent of a child is entitled to parental leave following the birth or adoption of the child. To qualify for the leave, the employee must have been employed at Maxville Manor for at least 13 weeks before the leave starts. An employee must give 2 weeks written notice of the date a parental leave is to begin. The leave is up to 35 weeks long for women who have taken pregnancy leave and up to 37 weeks long for all others.
- Where a woman takes pregnancy leave and she decides to take parental leave as well, her parental leave must begin when the pregnancy leave ends. For employees

who have not taken pregnancy leave, parental leave must begin no later than 52 weeks after the day the child was born or, in the case of adoption, after the day the child first came into the employee's care.

- An employee must give at least 4 weeks written notice of his/her intention to return to work from either pregnancy or parental leave.
- Seniority and service shall accrue during both pregnancy and parental leave.
- Insured benefit coverage continues during both pregnancy and parental leave unless an employee does not pay his/her share of the premiums, if any.
- Upon returning from pregnancy or parental leave, an employee will be reinstated to his/her former position if it still exists, or to a comparable position if it does not.

17.04 Pregnancy SUB Top Up

An employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

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

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

Where an employee does not return to active employment for a period of no less than 6 months following the end of a pregnancy or parental leave, she shall be required to repay any SUB benefits received during the pregnancy leave.

Where an employee has received SUB benefits in respect of a pregnancy leave and she returns to work from pregnancy or parental leave, she shall not again be eligible for SUB benefits until at least 18 months have passed since her return to work

ARTICLE 18 - SAFETY AND HEALTH

18.01 The Home and the Union recognize their mutual responsibilities with respect to health and safety and shall maintain an Occupational Safety and Health Committee in accordance with current legislation. At least two (2) of the members shall be elected or appointed by the Union.

Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

18.02 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.

18.03 The Employer will provide notice to the worker co-chair of the Joint Health and Safety Committee of an accident as soon as possible after it occurs. The Joint Committee shall review, at regular meetings, all accidents and ("near misses") which have been reported to the Employer. The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function.

18.04 The parties agree that if incidents involving aggressive clients action occur, such action will be recorded and reviewed at the Health and Safety Committee meetings. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

18.05 Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and

disposal of hazardous waste, which in the opinion of the Employer is appropriate for its Employees.

ARTICLE 19 - PAID HOLIDAYS

19.01 The Home will recognize the following holidays:

- (a)

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	
- (b) Three (3) additional float holidays to be taken at a time to be mutually agreed upon by the employee and the supervisor. Employees shall request the additional float holidays at least one (1) week in advance of the posting of the work schedule unless agreed otherwise between the employee and the supervisor.
- (c) The intent of this clause is that there shall be no more than twelve (12) holidays per year during the life of this collective agreement. Should the Federal, Provincial, or Municipal government proclaim a holiday, the parties will meet to determine which day shall be removed from the above list.
- (d) Employees will be expected to take at least one (1) floating holiday in the period January 1st to May 31st of the year, then at least one (1) further floating holiday in the period June 1st to September 30th of the year and then the final floating holiday in the period October 1st to November 30th in the year. Employees may request a floating holiday earlier than required above, and, if approved, they will be paid as required.
- (e) Where an employee does not take a floating holiday as provided in (d) above, the holiday pay will be paid on the pay day of the first pay period which starts after the end of the period noted above. Where a floating holiday is paid out under this paragraph, holiday pay under 19.02 shall be determined using the last two (2) complete pay periods of the period noted above.

19.02 (a) In order to qualify for holiday pay an employee must have worked her scheduled shifts immediately preceding and after the holiday, unless she was on scheduled vacation or union leave.

- (b) A full time employee will be treated as if she met the requirements of paragraph (a) above if she is absent on her scheduled shifts due to paid sick leave supported by a medical certificate or if she is absent due to an illness or injury compensable under the WSIB which occurred within the last twelve (12) months. If a full time employee is absent without pay for more than seven (7) calendar days in the two (2) complete pay periods prior to the week in which the holiday occurs, she shall be paid holiday pay as provided in paragraph (c) below.

- (c) For all other employees, all holiday pay shall be calculated in accordance with the formula contained within the *Employment Standards Act*.

19.03 An employee who works on one of the above named holidays who does not otherwise qualify for holiday pay shall receive one and one-half times (1 1/2) her regular straight time hourly rate of pay for all hours worked.

All lieu days earned under this article must be taken within sixty (60) days of the date on which they were earned or they shall be paid out on the next pay.

An employee who works on one of the above named holidays and who does qualify for holiday pay under article 19.02 shall, at her option, receive:

- (i) Two and one-half (2 1/2) times her regular straight time hourly rate of pay for all hours worked, or;
- (ii) Her regular straight time hourly rate of pay for all hours worked, and in addition, a lieu day with holiday pay equivalent to the average shift length she worked in the twenty-eight (28) days immediately preceding the holiday. Such lieu day shall be taken at a time mutually agreed to between the employee and the Home.

19.04 When any of the holidays are observed during an employee's scheduled vacation period, she shall receive holiday pay as provided in clause 19.03 if she is eligible for such payment under clause 19.02 and shall be granted an additional day off.

All lieu days earned under this article must be taken within sixty (60) days of the date on which they were earned or they shall be paid out on the next pay.

19.05 The Employer will endeavour to provide, for full-time employees, three (3) consecutive days off at either Christmas or New Year's on a rotating basis. The schedule may be altered for the holiday period in order to accommodate this.

19.06 For the purposes of paid holidays, where a shift covers two (2) days, the day of the shift will be deemed to be the day in which the majority of hours of the shift are worked.

19.07 There shall be a ban on the taking of floating holidays during the two (2) work weeks prior to Christmas and the two (2) work weeks following Christmas each year.

ARTICLE 20 - VACATION ENTITLEMENT

20.01 (a) An employee with less than one (1) year's service as of June 30th in any calendar year shall be entitled to one (1) day of vacation per year for each one month worked in the previous twelve (12) months, to a maximum of ten (10) days with pay in the amount of four (4%) of the employee's gross earnings for the year ended June 30th.

- (b) An employee who has one (1) year of service as of June 30 of the vacation year shall be entitled to two (2) weeks vacation with pay.
- (c) An employee who has three (3) years of service as of June 30 of the current vacation year shall be entitled to three (3) weeks of vacation with pay.
- (d) An employee who has eight (8) years of service as of June 30 of the current vacation year shall be entitled to four (4) weeks of vacation with pay.
- (e) An employee who has completed fifteen (15) years of service as of June 30 of the current vacation year shall be entitled to five (5) weeks vacation with pay.
- (f) An employee who has completed twenty-five (25) years of service as of June 30 of the current vacation year shall be entitled to six (6) weeks vacation with pay.
- (g) An employee who has completed thirty-five (35) years of service as of June 30 of the current vacation year shall be entitled to seven (7) weeks vacation with pay.
- (h) Vacation pay for each week of vacation entitlement shall be two (2%) percent of gross earnings.
- (i) All accumulated vacation entitlement of each year must be used prior to the start of the ban in 20.04. If an employee has not scheduled her complete vacation, the Home may do it for her.
- (j) Employees will earn vacation credits in accordance with the formula in article 12.04 where one year of service is earned for each 1750 hours worked.
- (k) Where an employee's scheduled vacation is interrupted due to a serious illness or injury requiring the employee to be an in-patient in hospital, the period of such hospitalisation shall be considered sick leave provided the employee provides satisfactory documentation of the illness and the hospitalisation. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

20.02 Employees must take a minimum of three (3) weeks of their vacation entitlement, but are not required to take vacation entitlement beyond this three (3) week minimum.

20.03 Vacation pay for full weeks of vacation will be paid on the regular pay day which applies to the week(s) of leave taken. Any remaining balance of accrued vacation pay and lieu time will be paid to an employee on the first (1st) pay in the month of December each year.

20.04 There shall be a ban on the taking of vacation leaves or lieu days during the two (2) work weeks prior to Christmas and the two (2) work weeks following Christmas each year.

ARTICLE 21 - WAGES

21.01 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.

21.02 Transfers

When an employee transfers to a new job classification, the following shall apply;

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

21.03 Temporary Transfer

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, he shall retain his former rate, and if such transfer is to a job with a higher rate, the employee shall receive the next rate which gives him an increase.

21.04 Payment of Wages

The Home agrees that all employees shall be paid bi-weekly by cheque or direct deposit. The pay stub should include total hours to date and sick credits earned, once the new program is installed.

21.05 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.

21.06 All wage increases are to be paid retroactive to the expiry date of the previous collective agreement, for all hours worked without restriction. Retroactive pay would apply for both current and former employees who have terminated employment since and will be paid on a separate cheque within four (4) pay periods of the date of the award or ratification, as the case may be. Former employees shall be notified of their entitlement by mail at their last known address with a copy of each notice to be provided to the Union.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

- 22.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 22.02 The normal work day shall be seven and one-half (7 1/2) hours exclusive of a thirty minute unpaid meal period and the normal work week shall be thirty-seven and one-half (37 1/2) hours.
- 22.03 Employees shall be entitled to a rest period of fifteen minutes for each three and three-quarter (3 3/4) hours worked, at a time scheduled by the Home.
- 22.04 (a) Authorized time worked in excess of the normal daily or weekly work period shall be considered as overtime and paid at the rate of time and one-half the employee's regular straight time hourly rate of pay. Overtime periods of fifteen minutes or less for report need not be paid for.
- (b) Overtime will first be offered to full-time employees in the classification on which the overtime is required, by seniority.
- 22.05 There shall be no pyramiding or duplication of benefits or premium rates.
- 22.06 The current shift schedules in effect will remain in effect. Before making changes in these schedules, the Home will consult with the employees involved.
- 22.07 Employees shall, provided sufficient notice is given and approval of the Home is received, be entitled to exchange shifts with other qualified employees. Employees shall be limited to three (3) shift exchanges in each four (4) week schedule. All such requests must be submitted in writing to the Department Head or designate, signed by both employees involved. All such requests shall be considered and approval shall not be unreasonably withheld. It is agreed and understood that exchanges in shifts will not result in overtime cost to the Home.
- The responsibility for a shift belongs to the employee who has agreed, under the shift exchange, to work the shift.
- 22.08 Employees may receive time off equivalent to the time worked as overtime in lieu of payment at their option. Such time off will be taken at a time which is agreed by the employee and her supervisor, but, such time must be taken prior to December 10th in the year in which it is earned or the lieu time will be paid out. Where the overtime is earned after December 1st in a year it shall be paid out.
- 22.09 The Home will endeavour to allow employees at least ten (10) hours off between scheduled shifts, unless the employee otherwise agrees or if it occurs as a result of a shift exchange.

Where an employee is scheduled with less than ten (10) hours between shifts, she will be paid 150% of her regular rate for the second shift.

22.10 Responsibility Allowance

Where an RPN is assigned to carry out the additional responsibility of accompanying a physician during rounds or attending a Resident Review in place of the RN who would otherwise attend; she shall be paid a premium of \$7.50 for each shift.

- 22.11 Effective with fees payable in 2014, the Employer will reimburse RPN's for the Annual Membership Renewal Fee paid to the College of Nurses of Ontario to a maximum of one hundred and seventy five dollars and fifteen cents (\$175.15) upon production of a receipt for payment. No reimbursement will be payable for any late fees or insurance coverage that may be charged by the College.

ARTICLE 23 - GENERAL

- 23.01 The parties agree to share the expense of printing a reasonable number of collective agreements. The Union will be responsible for the printing of the agreement.

23.02 Uniform Allowance

Where the Employer requires the wearing of a uniform, it will either provide and launder such uniforms or provide a uniform allowance in the amount of eight (\$0.08) cents per regular hour worked to be paid semi-annually, January 1 and July 1.

23.03 Training Leave

Where employees are required as a condition of employment to take courses to upgrade or acquire new employment qualifications, the Employer shall pay all costs associated with the courses including pay for any scheduled hours of work lost and loss of scheduled days off in order to attend classes.

Employees will be paid to attend one (1) day of training, annually. All training topics will be taught in that one (1) training day. Employees will register for the training day of their choice from among the training days available in a year. A maximum of twenty (20) persons will be accepted into any one (1) training day. All employees will be given the same information on each training day.

Employees will be held accountable for their attendance. Their attendance will be recorded. Efforts will be made to encourage all employees to attend, however it will remain the responsibility of the employee to make arrangements to register and attend the training session.

Employees who have attended a training day will be remunerated at their regular rate of pay for a total of 7.5 hours. Such compensation will be paid in the pay period which follows an employee's attendance at a training day. The Employer may permit an employee to attend a training day on what would otherwise be a scheduled work day for that employee if the request is made reasonably in advance and provided that the operational needs of the Home will be met.

23.04 Weekend Premium

There shall be a weekend premium on all rates of pay as follows:

- a) hours – Friday 10 PM to Sunday 10 PM
- b) amount- 15 cents per hour.

23.05 Humanity Fund

The Home agrees to deduct on a weekly basis the amount of \$0.01 cents per hour from the wages of employees in the Bargaining Unit for all hours worked prior to the fifteenth day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

It is understood and agreed that participation by an employee in the Bargaining Unit in the program of deductions set forth above may be discontinued by an employee in the Bargaining Unit after the receipt by the Home and the Local Union of that employee's written statement of her desire to discontinue such deductions from her pay which may be received within four weeks of ratification of this Agreement or at any time thereafter.

ARTICLE 24 - INSURANCE, WELFARE BENEFITS & PENSION

- 24.01 (1) Benefits are to be provided by Steelworkers Trusteed Benefit Plan. The employer shall be limited to paying the prescribed rate of contribution to the benefits scheme under this agreement, and remitting the sums deducted from the employee's pay along with the required documentation. There shall be no obligation on the employer to provide benefits. All benefits shall be underwritten by the Steelworkers Trusteed Benefit Plan. No employee may grieve the provision or failure to provide any benefit under the scheme and the parties expressly agree that any such complaint by an employee shall not be a difference between them.
- (2) There will be two categories of benefits - "full benefits" and "part benefits". Employees who work 22.5 hours or more per week (as determined in paragraph 3, below) will receive full benefits. Employees who work less than 22.5 hours per week (as determined in paragraph 3, below) will receive part benefits. Participation is voluntary. Benefit coverage is outlined in the plan booklet, a copy of which shall be provided to the Employer, updated from time to time, as changes to the benefits occur.
- (3) The determination of hours worked will be revised every 6 months (i.e. January and July) in the following manner:
- a) a new employee will be rated at the number of hours she was hired for;

b) the number of hours accrued in the immediately preceding 6 month period shall be divided by 26 to give the average hours per week;

c) an employee who is absent due to sickness, accident, pregnancy and parental leave, or union leave shall have their hours adjusted accordingly for the purpose of determining which category they fall into (i.e. an employee does not go onto part benefits only because she was absent for the reasons specified above.)

(4) The total contribution to the plan, excluding applicable taxes, will be:

(per month)	01 March 2010	01 March 2011	01 March 2012
For each employee on full benefits	\$213.37	\$234.70	\$258.17
For each employee on part benefits	\$38.70	\$42.57	\$46.83
For each employee with family dental benefits	\$61.56	\$64.02	\$66.58
For each employee with single dental benefits	\$27.42	\$28.52	\$29.66

Except for dental plan, the Employer will pay 100% of the premium for the benefits coverage, subject to the proration provision, below.

For the dental plan, for full benefit employees only, the premium will be split 50/50, subject to the proration provision, below. Participation in the dental plan is voluntary.

These contributions will be made until the end of the month following the month during which an employee stops work due to sickness or layoff.

Vision Care, under the plan, will be \$200/24 months per family member for all full benefit employees and \$150/24 months for part benefit employees. Effective 01 March 2011 the existing coverage will include \$40/24 months for eye examinations.

- (5) Part time employees will be eligible to participate in the above noted benefit plans on a prorated basis, based on hours worked. Proration will occur on the Employer's share of the premium based on an average of the total number of hours worked by the part time employee in the previous six (6) month period. Calculations will be made using the period ending December 31 and June 30 in each year.
- (6) The amounts contributed by the Employer and the employees will be remitted within seven (7) days following the end of the month, payable to the Steelworkers Trusteed Benefit Plan. The following information will be enclosed:

- a) name and S.I.N of each employee;
 - b) the amount contributed by the employer on their behalf and the amount deducted from their pay
 - c) the benefits category "full benefits" or "part benefits".
- (7) The employer will distribute and collect employee enrolment cards, and return them to the Administrator.
- (8) If there is a surplus in the trust fund, it may be used to improve benefit coverage. The union will provide the employer with full particulars of any surplus in the trust fund which may have occurred during the life of an agreement. This information will be provided prior to the commencement of bargaining for a renewal agreement.
- (9) (a) Employees who have had "full benefits" and whose hours of work decrease, causing the employee to fall into the "part benefits" category may elect "full benefits" provided they pay the whole of the increased cost to the Employer as a result of that election. The Union will inform the Employer of the amount of payroll deduction for such an employee.
- (b) An employee on leave of absence shall become liable for the full cost of benefits, as provided in article 24.04.
- (10) Employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has not enrolled in a plan or has withdrawn may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July each year.

Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- (a) Life – when coverage approved.
 - (b) Dental - \$200.00 maximum benefit/covered person during the first 12 months.
 - (c) Full or Part Benefits Plan
 - (i) Drugs - \$150.00 maximum benefit/covered person during the first 12 months;
 - (ii) Vision – no benefit during first six (6) months;
 - (iii) Hearing – no benefit during first six (6) months.
- 24.02 Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay for regularly scheduled shifts by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

1. Sick leave credits shall accumulate for employees on probation, however, such employees shall not be allowed to use sick leave credits until the completion of their probationary period.
2. Sick leave shall be accumulated at the rate of twelve (12) hours credit per one hundred and sixty-two and one-half (162.5) hours worked.
3. Sick leave credits shall accumulate to a maximum of nine hundred (900) hours for each employee.
4. To be eligible for paid sick leave, an employee shall notify management as soon as possible. In any event, notice shall be given at least one (1) hour prior to a shift scheduled to commence between the hours of 6:00 a.m. and noon and at least two (2) hours prior to any other shift. To be eligible for paid sick leave of three (3) consecutive days or more, the Home may request a medical certificate as proof of illness.
5. Effective on the October 6, 2000, on the fifth (5th) and subsequent occasions of absence in a calendar year, an employee will not receive sick pay for the first day of absence. (Clarity Note: any absence which has occurred in calendar year 2000 will be counted for the purpose of determining whether or not an absence after ratification is a fifth or subsequent absence.)
6. The Employer will provide the Union with a list showing the status of each eligible employee's sick leave credits in January of each year together with the seniority list.
7. Where an employee is called to work and the call is made within ½ hour of the starting time of the shift and the employee commences work within an one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

24.03 The Employer's current pension plan is to be continued; effective at the start of the second pay period of January, 2007 the matching contribution levels will be raised to 4%.

The current pension plan will be converted into a Group RRSP, contribution levels will remain unchanged.

24.04 Employees who participate in insured benefits and who reach age 65 shall, in the month in which they turn 65, have the life insurance benefit reduced by 50%. In the month in which an employee turns 70, benefit coverage shall cease and they shall receive an in-lieu payment of 20 cents per hour.

24.05 Where an employee's absence without pay from the Home is for a period of less than thirty (30) calendar days, her service and seniority for all purposes under this agreement shall continue to accrue.

Where an employee's absence without pay from the Home is for a period of thirty (30) days or more, her seniority and service will be frozen and cease to accumulate for any purpose under this agreement until such time as she returns to active duty.

Furthermore, she shall become responsible for the payment of the full premium in any benefits in which she participates in order to maintain coverage.

Notwithstanding the above, where an employee is absent on maternity, adoption, or parenting leave she shall be treated as if she were at work for the purposes of the accrual of seniority, service, and the determination of which benefits category she is in. The benefits in which she participates at the outset of the leave may be continued as if she were at work provided she continues to make any required premium contributions as outlined above.

24.06 An employee absent and in receipt of Workers' Compensation benefits shall continue to accumulate seniority and service as if she were at work for a period of up to twelve (12) calendar months from the date the initial injury occurred. After such twelve (12) month period her seniority and service shall be frozen and shall not accumulate until her return to active duty, or until a period of twenty-four (24) months has elapsed without any reasonable prospect of return to work, at which time she shall be deemed terminated. During the initial twelve (12) month period of absence, the employee's benefits will be maintained provided she continues to pay the required employee premium contributions as outlined above.

ARTICLE 25 - DURATION AND TERMINATION

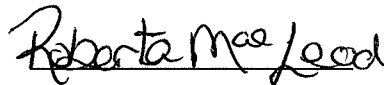
25.01 Either party desiring to renew or amend this collective agreement may give notice in writing of its intentions during the last ninety days of its operation. This collective agreement shall be in effect from March 1, 2013 to February 28, 2016.

SIGNED this 12th day of May 2014.

FOR THE HOME



FOR THE UNION



SCHEDULE "A"

<u>MARCH 01, 2013</u>	<u>START</u>	<u>AFTER PROB</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
RPN	\$22.33	\$22.74	\$23.15	\$23.60
Adjuvants	\$19.05	\$19.45	\$19.90	\$20.33
HCA	\$19.09	\$19.51	\$19.96	\$20.41
Nursing Aides	\$18.64	\$19.09	\$19.53	\$19.96
Housekeeping and Dietary Aides	\$16.90	\$17.34	\$17.77	\$18.22
Cook	\$19.00	\$19.43	\$19.90	\$20.33
Van Driver	\$18.99	\$19.51	\$19.87	\$20.31
Activity Programmer	\$19.09	\$19.51	\$19.96	\$20.41
Janitor	\$16.90	\$17.34	\$17.77	\$18.22
Students				\$16.12

Note: Wage rates herein include job-to-job and proxy pay equity adjustments in effect as of date of signing. Employees already receiving higher rate will be red-circled.

RATIFICATION For all employees who are employed on the date of ratification a lump sum payment of four hundred dollars (\$400.00) for full time employees and two hundred dollars (\$200.00) for part time employees.

JULY 01, 2014 For all employees who are employed on July 1, 2014 a lump sum payment of four hundred dollars (\$400.00) for full time employees and two hundred dollars (\$200.00) for part time employees.

The lump sum payments will be paid within thirty (30) days of the effective date of the payment on a separate payroll run and subject to statutory deductions.

MARCH 01, 2015 a wage reopener in the third (3rd) year effective March 01, 2015.

LETTER OF AGREEMENT

Between:

Maxville Manor

and

United Steelworkers

Re: Health and Safety

During the negotiations for the renewal of the collective agreement, the parties discussed the above matter and agreed to the following language:

The parties acknowledge that at Maxville Manor there is a history of action in response to concern about the safety of working conditions. In recent times, the Employer has rebuilt parts of the fresh air intake for the kitchen to improve the air quality in that part of the facility. This change arose as a result of concerns expressed by bargaining unit members that the working environment may have been unhealthy. Changes were made after tests were conducted and expert outside advice sought on ways to improve air quality.

The Union has concerns that the legislative framework which underpins safe work may be subject to change which, in the opinion of the Union, may weaken employee's rights to safe work and to refuse work which is not safe.

In the event of legislative change of any kind, which in the opinion of the Union adversely affects the rights of employees to safe work and to refuse unsafe work, then the parties will meet to develop alternative mechanisms to ensure that employees will have the right to safe work and to refuse unsafe work, which are consistent with the present rights of all concerned.

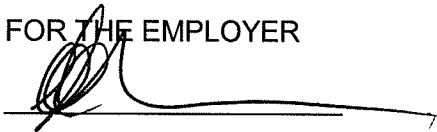
Dated this

12th day of

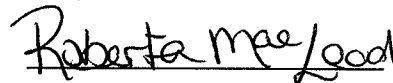
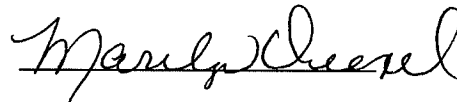
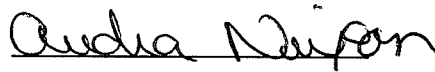
May

2014.

FOR THE EMPLOYER



FOR THE UNION



LETTER OF AGREEMENT

Between:

Maxville Manor

and

United Steelworkers

Re: Medical Examinations

Should medical examinations be required by law, or by direction of the Ministry of Health or other authority, the following will apply:

Where the Employer requires a full-time employee to undergo a medical examination, she shall be entitled to up to one (1) hour leave without loss of pay, where such examination cannot be scheduled outside of regular working hours. The Employer shall pay the cost of any physical examination of an employee, which is required by law, in connection with obtaining a medical certificate and which is not covered by the Ontario Health Insurance Plan.

Dated this

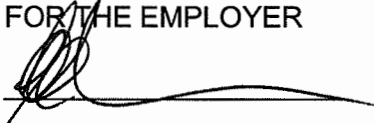
17th

day of

May

2014.

FOR THE EMPLOYER



FOR THE UNION

Audra Nixon

March Steel

Roberta MacLeod

LETTER OF AGREEMENT

Between:

Maxville Manor

and

United Steelworkers

Re: Communicable Diseases

Upon recommendation of the Medical Officer of Health, all employees shall be required, on annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication

Employees who are unable to accept the vaccination or comparable treatment, by reason which is documented by a medical practitioner, or by reasons of religious accommodation, or who do not wish to take either treatment, will not be scheduled nor assigned to work during a declared outbreak by the Ministry of Health/Public Health.

If the employee gets sick as a reaction to the drug and applies for WSIB the Employer will not oppose the application.

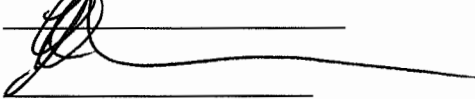
If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and / or antiviral medication she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.

The parties agree that employees who do not wish to accept the vaccination or comparable treatment, shall during an outbreak declared by the Ministry of Health/Public Health, be granted time off without pay and shall not receive any disciplinary measures associated with their choice of non-participation.

If an employee is placed on such unpaid leave, she may use vacation pay credits or lieu credits, if available, in order to reduce her lost wages.

Dated this 12th day of May 2014.

FOR THE EMPLOYER



FOR THE UNION

