

COLLECTIVE AGREEMENT

BETWEEN

DOME PORCUPINE TRANSITIONAL LIVING CENTRE INC.

(hereinafter referred to as the "Centre")

AND

UNITED STEELWORKERS

(hereinafter referred to as the "Union")

2012-2015

Table of Contents

ARTICLE 1	
Union Recognition	3
ARTICLE 2	
Union Representation	4
ARTICLE 3	
No Strikes or Lockouts	5
ARTICLE 4	
Management Rights	5
ARTICLE 5	
No Discrimination	5
ARTICLE 6	
Seniority	6
ARTICLE 7	
Hours of Work and Overtime and Scheduling Regulations	8
ARTICLE 8	
Public Paid Holidays	10
ARTICLE 9	
Vacations	11
ARTICLE 10	
Wages	12
ARTICLE 11	
Leaves of Absence	13
ARTICLE 12	
Joint Health and Safety Committee	13
ARTICLE 13	
Grievance Procedure	13
ARTICLE 14	
Benefit Plans and Sick Leave	16
ARTICLE 15	
Bereavement Leave	17
ARTICLE 16	
Witness or Jury Duty	17
ARTICLE 17	
Maternity and Adoption Leave	17
ARTICLE 18	
Uniforms	18
ARTICLE 19	
Humanity Fund	18
ARTICLE 20	
Duration	19
LETTERS OF AGREEMENT	20
SCHEDULE A	
Wage Rates	21

ARTICLE 1 – UNION RECOGNITION

- 1.01 The Centre recognizes the Union as the sole and exclusive bargaining agent for all employees in the City of Timmins save and except supervisors and persons above the rank of supervisor and administrative secretary and students employed during the school vacation period.
- 1.02 All references to the male gender in this Agreement shall read as applying to the female gender where the context would apply.
- 1.03 The Centre shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 1.04 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (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 Union to the Centre along with a completed Dues Remittance Form R-115 will also be sent to the Union office at P.O. Box 355, 124 Third Avenue, Timmins, Ontario, P4N 2E8.
- 1.05 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
1. A list of names of all employees from whom dues were deducted and the amount of dues deducted.
 2. A list of all bargaining unit employees from whom no deductions have been made and reasons.
 3. This information shall be sent to both Union addresses identified in Article 1.04 in such form as shall be directed by the Union to the Centre.
 4. The Union shall indemnify and save the Centre harmless against all claims or other forms of liability that may arise out of any actions taken by the Centre in compliance with this Article.
 5. The Centre, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

- 1.06 The Centre agrees not to contract out any work that can be performed by members of the bargaining unit if it results in a lay-off of any employee other than casual part-time employees or a reduction in the regularly scheduled weekly straight- time hours of full-time employees.
- 1.07 Non-bargaining unit employees shall not perform work usually performed by bargaining-unit employees **except when no qualified bargaining unit employee is available to perform the work or** in the case of emergencies or for job training purposes.

ARTICLE 2 – UNION REPRESENTATION

- 2.01 The Centre agrees to deal with the duly-elected officers of the Union in all matters relating to the negotiation and administration of this Agreement.
- 2.02 The Union agrees to notify the Centre promptly of the names and positions of all officers of the Union.
- 2.03 It is understood and agreed that a union committee may be assisted by a staff representative of the Union. Management will be notified in advance if staff representative will be in attendance.
- 2.04 The Union may post notices on a bulletin board located outside the staff room on the lower level of the Centre.
- 2.05 Union representatives will be permitted to discuss union business on Centre premises on rest and lunch hours but will not hold meetings after hours.
- 2.06 Where meetings are held between the Union and the Centre to discuss issues related to the administration, negotiation or alleged violation of the Collective Agreement, or any other matter arising from the relationship between them and the meeting is not held on the Centre's premises, the costs relating to the rental of meeting location will be shared equally between the parties.
- 2.07 All new hires shall be introduced to the Union representative and permitted 15 minutes to familiarize them with the union. At this time they shall be provided with a copy of the collective agreement. It is agreed this will occur within the five (5) day orientation period.**
- 2.08 Bargaining committee employees in bargaining will suffer no loss of wages. Wages will be paid at their regular rate of pay. Once a conciliator is at the table the Union will pay the bargaining committee wages.**

ARTICLE 3 – NO STRIKES OR LOCKOUTS

- 3.01 The Centre shall not lock out employees nor shall the employees engage in any strike, slowdown or other interference with the operation during the term of this Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management function of the employer and the direction of working forces are fixed exclusively in the employer and shall remain solely with the employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:
1. Maintain order, discipline, and efficiency, and to make, alter, and enforce rules and regulations to be observed by employees.
 2. Hire, classify, direct, promote, demote, transfer, discipline, suspend, and discharge employees; and to increase and decrease working forces, provided that a claim of discriminatory classification, promotion, demotion, discipline or suspension, or a claim by any employee who has completed their probationary period that they have been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided.
 3. Generally, to manage the Centre and, without restricting the generality of the foregoing, to determine the services to be rendered, the methods, the work procedures, the kind and locations of machines, tools, instruments, and equipment to be used; to select, control and direct the use of all materials required in the operation of the Centre; to schedule the work and services to be provided and performed; and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Centre residents, employees, and the public.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 No employee shall be discriminated against by the Centre or the Union because he is or is not a member of the Union, because of union activities or lack of activity in the Union or because of exercising any right provided by law or by this Agreement.

- 5.02 The Centre and Union agree there shall be no discrimination against any employee in contravention of the *Ontario Human Rights Code*, R.S.O. 1996, Chapter H. 19 or as amended from time to time.
- 5.03 An employee shall, upon written request at least two (2) days in advance, have an opportunity to review his personal file. The information the employee may view will be:
1. Application form.
 2. Written warnings and evaluation.
 3. Incident reports.
 4. Medical file.

The aforesaid viewing is to be done in the presence of the administrator or appointed representative, with no copies to be taken. All employees will be given a copy of any document they sign for their own record.

ARTICLE 6 – SENIORITY

- 6.01 The Centre will post annually a seniority list for part-time employees regularly employed for not more than twenty-four (24) hours per week and a separate seniority list for full-time employees. Such list shall show the employee's name and last date of hire. Where part-time employees are accepted as full-time employees, their date of hire shall be **calculated as follows, 1950 hours worked is equivalent to one year of service. Employees will be slotted into seniority list based on their calculated seniority.**

Casual employee means an employee who is not a probationary employee and for whom the employer does not provide regularly scheduled hours of work and whose scheduled hours do not, in any event, exceed twenty-four (24) hours per week except in cases of emergency.

Part-time employee means an employee who is not a probationary employee and whose regular hours of work are scheduled by the employer to be not in excess of twenty-four (24) hours per week except in cases of emergency.

Full-time employee means an employee who is not a probationary employee and who is regularly scheduled to work thirty-seven and one half (37 ½) or more hours per week.

Students

The parties agree that students shall only be used on a casual basis and shall only be called in for work in a department after the work has been offered to part-time and casual employees first. All students will be paid a student wage to be negotiated.

Probationary Period

Full-time employees shall be considered to be on probation for a period of three (3) completed months worked from date of hire.

Regular part-time employees shall be considered probationary employees until they have worked five hundred and twenty-five (525) hours.

An employee will have no seniority rights during the probationary period and the termination of an employee during this period shall not be the subject of a grievance or arbitration. Upon successful completion of the probationary period, the employee shall receive seniority credit to the employee's date of last hire.

In the event of a lay-off, employees shall retain their seniority and the right to be recalled to work for a period of twelve (12) months. Upon the expiry of twelve (12) months the employee will be deemed to be terminated and the employer shall not be obligated to recall the employee.

- 6.02 Copies of such lists shall become final fifteen (15) days following posting unless a grievance is filed during such period. In case of a grievance being filed concerning a seniority date, the list will become final upon resolution of the grievance.
- 6.03 Newly-hired **Full time** employees will not acquire seniority until they have been employed for three (3) months (90 calendar days). **Newly-hired Part time employees will not acquire seniority until they have been employed for five hundred and twenty five hours (525).** The purpose of such probationary period shall be to allow the Centre to decide whether it wishes to retain an employee. **All newly hired employees or employees transferring to another department will receive the required training.**
- 6.04 When a permanent or temporary position occurs or a new position is created inside the bargaining unit, the Centre shall post a notice of the position on the bulletin board for a minimum of five (5) working days so that all members will know about the vacancy or new position.
1. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, shift, wage or salary rate or range.
 2. The Centre may temporarily fill a vacancy irrespective of this Article until the posting is completed.
 3. Selection shall be made on the basis of Article 6.05. The name of the successful applicant shall be posted on all applicable bulletin boards within fourteen (14) days following the removal of the posting.

4. The successful applicant shall be placed on trial for a period of thirty (30) seven **and one half hours (7 ½)** shifts. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former or similar position without loss of seniority or former salary.
5. If it is known that an employee is to be absent for more than twenty (20) working days, the job will be posted as a temporary job and the provisions of this Article will apply. Upon completion of the temporary job, the employee will return to his former position.
6. This Article shall not apply to casual employees.

6.05 In all cases of lay-off, recall, promotion, vacancies, and demotion, the Centre shall consider an employee's qualifications and ability to perform the available work and where such qualification and ability are relatively equal, seniority shall be the determining factor. Seniority shall be considered on the basis of the part-time or full-time seniority list, whichever is applicable.

ARTICLE 7 – HOURS OF WORK AND OVERTIME AND SCHEDULING REGULATIONS

7.01 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.

7.02 (a) Employees shall, from time to time be required to carry the Centre's telephone when supervisory personnel are not present at the Centre. Employees given this responsibility will be paid \$1.00 per hour for each hour they are responsible for carrying this phone. The employee who is selected to carry the phone shall be at the sole discretion of management.

(b) **Employees who provide training shall be paid an additional one dollar (\$1.00) per hour training allowance while performing this duty for three (3) seven and one half hour (7 ½) shifts.**

(c) **COOK I and MAINTENANCE I**

- **The employees currently employed as Cook I and Maintenance I will receive a premium of \$1.00 per hours so long as they continue to perform the additional duties. Employees posting into or hired into these classifications will be paid this premium at the sole discretion of management.**

- **When a replacement is needed for the Cook I position, the relief employee will be paid the greater of their current rate or \$1.50 per hour above the current Cook II rate.**

- 7.03 Work schedule covering a one (1) month period shall be posted two (2) weeks in advance of each one (1) month period. Each department shall arrange shift schedules so that employees have at least one (1) weekend off in two (2).
- 7.04 Employees shall be entitled to an unpaid thirty (30) minute eating period, a fifteen (15) minute rest period in each shift of six (6) hours or less and two (2) such paid rest periods in shifts exceeding six (6) hours.
- 7.05 All hours worked prior to or beyond the employee's scheduled shift exceeding eight (8) hours in a day or forty (40) hours in a week shall be paid at overtime rates of time and one-half (1 1/2). All overtime must be authorized by the supervisor responsible.
- Employees called into work after they have left the premises, during their scheduled days off or during their vacation period shall be paid the greater of the overtime rate for all hours actually worked or four (4) hours at their straight time hourly rate.
- 7.06 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked unless mutually agreed upon by employee and his/her supervisor.
- 7.07 Where an employee is authorized or required to work for a period of at least two (2) hours duration beyond the normal shift period, he will be given a rest period of fifteen (15) minutes.
- 7.08 (a) When an employee books off a regular scheduled shift, the Centre shall first offer this shift to any qualified employee, **in order of seniority**, who are otherwise not scheduled to work. **Canvassing shall be done commencing with Full Time employees, then Part Time employees before canvassing casual employees. It is understood these hours of work will be at their regular rate of pay unless otherwise stated in the collective agreement.**
- (b) **If the Centre is unable to find a replacement in accordance with seniority then the Centre shall offer the shift to employees on the premises at overtime rates of time and one half (1 1/2). If the employees are not willing to extend their hours of work and the Centre has not fulfilled its staffing needs, it shall have the right to declare an emergency situation.**
- (c) Employees will not be scheduled to work more than five (5) consecutive shifts without a scheduled day off unless the employee agrees to be scheduled.

- (d) An employee will receive premium pay of time and one half (1 1/2) for hours worked on their regularly scheduled weekend off except where:
1. such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 2. such employee has requested weekend work; or
 3. such weekend work is the result in exchange of shift(s) with another employee.
- (e) A period of **twelve (12)** hours will be scheduled between shifts.
- (f) Where an employee's schedule is changed by the Centre with less than twenty-four (24) hours' notice, the employee shall receive overtime rates of time and one half (1 1/2) of all hours worked on the shift in question.

It is understood that any of the above scheduling regulations may be waived by mutual consent of the Centre and Union. **For clarification the Union shall mean the International Representative. Confirmation of agreement shall be by e-mail or fax.**

- 7.09 Employees providing less than seven (7) days' notification of such requested shift change, shall be responsible for finding their own qualified replacement first from their own department. Such replacement shall be either a full-time or part-time employee. In any event, management will be notified of the change.
- 7.10 The provisions of Articles 7.11, and 7.12 do not apply to casual employees or students and they shall be scheduled on an as-needed basis.
- 7.11 A shift premium of twenty-five cents (.25) per hour shall be paid for all hours worked after 6:00 p.m.
- 7.12 It is the duty of employees to inform their employer that they will be unable to be at work for a scheduled shift as early as possible. Barring unforeseen or emergency circumstances, the notice should be at a minimum of two (2) hours in advance.

ARTICLE 8 – PUBLIC PAID HOLIDAYS

- 8.01 (a) The following days shall be considered as public paid holidays:

New Years Day	Good Friday	Family Day	Victoria Day
Canada Day	Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day		

In addition, all **Full time and Part time** employees will be allowed three (3) floating holidays per calendar year of the Agreement. To schedule the floater, there must be agreement between the employer and employee. The floater may be taken in not less than two-hour intervals if need be and agreed to. Floaters **must be** used prior to December 31st

- (b) Holiday pay is defined as the amount of regular straight-time hourly pay that an employee would have received if he/she worked a normal shift on the holiday in question.

8.02 An employee who is required to work a public paid holiday shall be paid for all hours worked on such day at the rate of time and one half (1 1/2) in addition to his/her regular straight-time pay of Article 8.01.

- 8.03 (a) If the public paid holiday falls on the employee's scheduled vacation, his/her vacation shall be extended accordingly.
- (b) If the public paid holiday falls during the employee's regular day off, the employee and the Centre will choose a mutually agreeable alternate day off or the employee may choose to be paid the stat pay and waive the alternate day off.
- (c) In order to qualify for a Public Paid Holiday the employee must work his or her regularly scheduled shift before and after the Holiday in question unless the employee is on Holidays.

ARTICLE 9 – VACATIONS

Applicable to full-time employees

- 9.01 **An employee who has completed less than one year of continuous service as of July 1, 2012 shall be entitled to two (2) weeks annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.**
- 9.02 Employees with less than three (3) years of service shall be entitled to two (2) weeks (ten (10) days) paid vacation days beginning on January 1, ending December 31 of the same year.
- 9.03 Employees with three (3) years of service and less than seven (7) years of service shall be entitled to three (3) weeks (fifteen (15) days) of paid vacation days beginning on January 1, ending December 31 of the same year.
- 9.04 Employees with more than seven (7) years of service and less than **thirteen (13)** years of service shall be entitled to four (4) weeks (twenty (20) days) of paid vacation days beginning on January 1, ending on December 31 of the same year.

- 9.05 Employees with more than **thirteen (13)** years of service and less than **twenty-two (22)** years of service will receive five (5) weeks (twenty-five (25) days) of paid vacation days beginning on January 1, ending on December 31 of the same year.
- 9.06 Employees with more than **twenty-two (22)** years of service will receive six (6) weeks (thirty (30) days) of paid vacation days beginning on January 1, ending on December 31 of the same year.
- 9.07 Vacation times shall, wherever possible, be scheduled at a mutually agreeable time recognizing the needs of the operation. Where vacation times requested conflict, the senior employee shall be given preference provided qualified replacements are available.
- 9.08 Vacation will be calculated based on the hours normally worked for the day in question.
- 9.09 An employee may save and bank vacation for the following year if management is in agreement.
- 9.10 Effective January 1st each year full time employees will complete a vacation request list which will be distributed outlining vacation days based on years of service. The employee may fill in their requested vacation time using daily or weekly increments.

Applicable to part-time employees

Vacation pay will be calculated based on number of years of service and be released on each pay cheque with no exceptions.

Calculation is as follows:

Less than three (3) years of service	four per cent (4%)
More than three (3) less than seven (7)	six per cent (6%)
More than eight (8) less than fifteen (15)	eight per cent (8%)
More than fifteen (15) years	ten per cent (10%)

ARTICLE 10 – WAGES

- 10.01 Attached hereto and forming part of this Agreement is Schedule “A” relating to wage rates for each occupation.

ARTICLE 11 – LEAVES OF ABSENCE

- 11.01 A leave of absence is permission granted at the discretion of the Centre to an employee who makes written application to be absent from his job for a specified period not to exceed six (6) months.
- 11.02 Employees who are on Leave to perform duties for the Union will continue to be paid for any hours lost as a result of such leave. The Union agrees to reimburse the employer for such lost time within 30 calendar days of receipt of an invoice for such lost time. The Union further agrees that the invoice may include the Employer's portion of "Employment Insurance deductions", "Canada Pension deductions" and the "Six (6) percent in lieu of benefit premium".

ARTICLE 12 – JOINT HEALTH AND SAFETY COMMITTEE

- 12.01 The Centre and the Union shall maintain an Occupational Safety and Health Committee consisting of one (1) member elected or appointed by the Union and one (1) member appointed by the Centre.
- 12.02 The Centre and the Union agree to meet quarterly, if agreed, to discuss matters of mutual concern relating to the improvement of operations of employee safety and welfare. A staff representative from the Union shall attend the quarterly meeting if jointly requested by the parties.
- 12.03 The Centre will pay all lost time for a union representative who attends such meetings during their scheduled working hours.

ARTICLE 13 – GRIEVANCE PROCEDURE

- 13.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the application, interpretation, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 13.02 Grievance Procedure

Step I Verbal Complaint

It is understood that an employee has no grievance until the employee has first given the employee's immediate supervisor the opportunity of rectifying the complaint. Such complaint shall be discussed with the immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within seven (7) calendar days of the discussion in the following manner and sequence:

Step 2

The employee, who may be accompanied by a steward if the employee wishes, shall submit a written grievance signed by the employee to the immediate supervisor. The grievance shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated, and the remedy which is sought. The immediate supervisor will deliver a decision in writing within seven (7) calendar days following the day on which the grievance was presented. Failing settlement then:

Step 3

Within seven (7) calendar days following the decision under Step 2, the employee shall submit the written grievance to the chief administrative officer or designate. A meeting will be held between the chief administrative officer or designate, the grievor, and the grievor's steward within seven (7) calendar days or such other time as may be mutually agreeable. It is agreed that a staff representative of the Union may be present at the meeting and that the Centre may have such counsel and assistance as it may desire at such meeting. The decision of the chief administrative officer shall be delivered within seven (7) calendar days of the meeting.

13.03

Policy Grievance

- (a) A policy grievance is defined as one that alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. The Union may file a policy grievance at Step 2 of the grievance procedure. Such policy grievance shall be filed in writing within fourteen (14) calendar days of the initial incident giving rise to the complaint. The grievance must be signed by an authorized representative of Steelworkers.
- (b) The Centre shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing with the Union by the chief administrative officer or designate within fourteen (14) calendar days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Centre and the Union within seven (7) calendar days of the filing of the grievance. The grievance shall be answered in writing by the Union within fourteen (14) calendar days of such meeting.

13.04 Discharge Grievance

The termination of a probationary employee shall not be the subject of a grievance or arbitration. A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the chief administrative officer, or designate, at Step 3 within seven (7) calendar days following the date on which notice of the discharge was issued.

A single arbitrator may resolve such grievance by:

1. Confirming the management's action in dismissing or suspending the employee.
2. Reinstating the employee with full, partial or no compensation for time lost, benefits, and with or without seniority or service credits.
3. Any other arrangements which is just and equitable in the circumstances.

13.05 Any step of the grievance procedure may be waived by mutual agreement in writing between the Centre and the Union.

13.06 Agreements arrived at between the Centre, the employee, and the Union on the disposition of any specific employee, Union or Centre grievance shall be final and binding upon the Centre, the Union, and the employee concerned.

13.07 Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within fourteen (14) calendar days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

13.08 The time limits set out in the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, notwithstanding s.48(16) *Labour Relations Act*.

13.09 Arbitration

The parties elect to have a single arbitrator hear the matter in dispute. The party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within seven (7) calendar days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall

endeavour to select the single arbitrator. The single arbitrator shall be bound by all clause of 13.09.

- (a) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (b) No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.
- (c) The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- (d) The parties shall expedite the proceedings of the arbitration. The decision of the arbitrator will be final and binding upon the parties hereto and the employee(s) concerned.
- (e) The parties will share equally the fees and expenses of the arbitrator.

13.10 In regard to the decision on the grievance, which was submitted, the jurisdiction of the arbitrator is limited to the stipulation of the Agreement and the arbitrator shall not have the right to add, delete, change or amend this Agreement in any way.

13.11 Each party shall pay its own costs and expenses of the witnesses which it called. The fees and expenses of the arbitrator shall be paid equally by the parties.

ARTICLE 14 – BENEFIT PLANS AND SICK LEAVE

14.01 Sick time will be paid for all hours the employee was scheduled to work on the day in question.

Full Time employees will be allowed six (6) paid sick days per calendar year.

Part Time employees will accumulate one (1) sick day credit for each block of forty (40) scheduled shifts expected to be worked by the employee in the upcoming year beginning January 1 of each year. If the number is not divisible by forty (40), any further entitlement shall be on a pro-rated basis. Unused sick day credits not used during the calendar year will be paid out in accordance with the current collective agreement.

If the employee does not use any or part of their sick days prior to December 31st, they will **have the option of carrying over their**

remaining days to the following year or be paid for those days not later than January 31st of the following year. The employee must notify the Centre if they are to use a sick day. It is the employee's responsibility to fill in the required Time Off Request form. The maximum amount of sick days shall not exceed twelve (12) in any given year.

Employees exceeding the six (6) sick days and showing a repeated absenteeism may be required to provide a Doctor's note. It is agreed that when the centre requests the note the centre will cover the cost.

This article does not apply to casual employees.

ARTICLE 15 – BEREAVEMENT LEAVE

15.01 An employee will be granted three (3) paid days for the death of a child, parent, brother, sister, grandparent, and spouse/partner, **mother in law, father in law, sister and brother in law, step child and grandchild.** If the death occurs out of town, the employee will be granted an additional two (2) days travel time, with pay, providing the funeral is more than a 500 km radius away from the workplace.

This article does not apply to casual employees.

ARTICLE 16 – WITNESS OR JURY DUTY

16.01 An employee will receive for each day of jury duty or for each day's attendance as a subpoenaed witness of the Crown, the difference between his/her basic hourly rate for **seven and one half (7 ½)** hours and the amount of the jury fee or conduct money (whichever is applicable) received for a day he/she would have otherwise been required to work provided the employee furnishes the Centre with a certificate of service signed by the Clerk of the Court, showing the amount of jury fee or conduct money (whichever is applicable) paid. An employee on jury duty or subpoenaed by the Crown is expected to report for work when not actively involved in court proceedings provided he/she has been excused by a duly authorized Court official.

This article does not apply to casual employees.

ARTICLE 17 – MATERNITY AND ADOPTION LEAVE

17.01 Refer to *Employment Standards Act* where applicable.

ARTICLE 18 – UNIFORMS

18.01 Upon ratification of this Collective Agreement employees required to wear a uniform and/or safety footwear will be provided an allowance, upon presentation of receipts, each year between January 1st and December 31st as per the schedule below:

- From July 1st **2012** to December 31st **2012**
(new hires only) **\$ 70.00**
- From January 1st **2012** to December 31st **2012** **\$140.00**
- From January 1st **2013** to December 31st **2013** - **\$145.00**
- From January 1st **2014** to December 31st **2014** - **\$150.00**
- From January 1st **2015** to December 31st **2015** - **\$155.00**

Amount to be paid tax free and on a separate cheque.

This article does not apply to casual employees.

ARTICLE 19 – HUMANITY FUND

19.01 The Centre agrees to deduct per pay period the amount of one cent (.01) per hour worked from the wages of all employees in the bargaining unit and to pay such amount so deducted to the “Humanity Fund” and to forward such payment to the National Office of the United Steelworkers, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7 and to advise, in writing, both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment, and the names of all employees in the bargaining unit on whose behalf such payment has been made. All employee deductions are voluntary and may be cancelled upon request.

The amount deducted from employees’ wages shall be sent to the Humanity Fund twice per year. Deductions for the first six (6) months shall be sent no later than July 31. Deductions for the last six (6) months shall be sent no later than January 31.

Each year, the Company agrees to report the amount deducted from each employee’s pay and the total amount for the previous year contributed to the Humanity Fund on the employee’s T-4 as a charitable contribution.

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

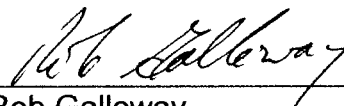
ARTICLE 20 – DURATION

20.01 This Agreement shall be effective from July 1, **2012** thereafter from year to year unless either party gives written notice of termination not more than ninety (90) days or less than sixty (60) days prior to the end of a contract year commencing with the year ending June 30, **2015**.

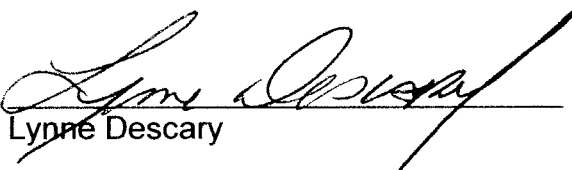
IN WITNESS HEREOF, the parties hereto have executed this Collective Bargaining Agreement this ____ **day** of ____ **2012**.

ON BEHALF OF THE EMPLOYER:
(Dome Porcupine Transitional Living Centre Inc.)

ON BEHALF OF THE UNION:
(USW)



Rob Galloway



Lynne Descary



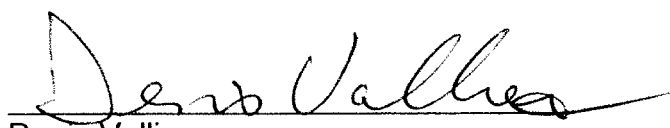
Roberta Toner



Yvon Riopel



Carol McKinnon



Denis Valliere

LETTERS OF AGREEMENT

LETTER OF AGREEMENT

Discussion on Benefits

The parties agree that during the first twelve months of this agreement the employer will investigate the possibility of benefits for the employees. Upon agreement of both parties and a majority vote by the membership, benefits will be available to employees. It is understood that benefits will be at the sole cost of the employer and that participation in the plan will be optional.

LIEU OF BENEFITS

All employees will receive six per cent (6%) of their gross earnings in lieu of benefits.

VOLUNTEERS, WORKFARE, AND CONTRACT POSITIONS CO-OP STUDENTS

The Centre and the Union agree that the Centre may use volunteers, co-op students, Workfare, and contract persons to perform work at the Centre. These people will not be used and cause a reduction in hours of work for regular employees. To that end, no more than six (6) will be used at any one time. Volunteers will not be included in the six (6) mentioned.

SCHEDULE A

Page 1 of 2

percentage	2.0	2.5	3.0
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All Current Employees

<i>Top Rate</i>	Current	July 1 2012	July 1 2013	July 1 2014
Cook I	\$16.77	\$17.11	\$17.53	\$18.06
Cook II	\$13.36	\$13.63	\$13.97	\$14.39
Maintenance I	\$19.20	\$19.58	\$20.07	\$20.68
Maintenance II	\$14.82	\$15.12	\$15.49	\$15.96
Residential Service Worker I	\$14.97	\$15.27	\$15.65	\$16.12
Residential Service Worker II	\$13.36	\$13.63	\$13.97	\$14.39
Dietary Service Workers	\$13.36	\$13.63	\$13.97	\$14.39
Students - No progression	\$10.00	\$10.20	\$10.46	\$10.77

New Hires

Employees hired after July 1 2012

<i>Start Rate = 90% of Top Rate</i>				
Cook I		\$15.39	\$15.78	\$16.25
Cook II		\$12.26	\$12.57	\$12.95
Maintenance I		\$17.63	\$18.07	\$18.61
Maintenance II		\$13.60	\$13.94	\$14.36
Residential Service Worker I		\$13.74	\$14.09	\$14.51
Residential Service Worker II		\$12.26	\$12.57	\$12.95
Dietary Service Workers		\$12.26	\$12.57	\$12.95

Employees hired after July 1 2012

<i>After 1 Year Service 92% of Top Rate</i>				
Cook I		\$15.74	\$16.13	\$16.61
Cook II		\$12.54	\$12.85	\$13.24
Maintenance I		\$18.02	\$18.47	\$19.02
Maintenance II		\$13.91	\$14.25	\$14.68
Residential Service Worker I		\$14.05	\$14.40	\$14.83
Residential Service Worker II		\$12.54	\$12.85	\$13.24
Dietary Service Workers		\$12.54	\$12.85	\$13.24

Employees hired after July 1 2012

<i>After 2 Years Service 94% of Top Rate</i>				
Cook I		\$16.08	\$16.48	\$16.98
Cook II		\$12.81	\$13.13	\$13.52
Maintenance I		\$18.41	\$18.87	\$19.44
Maintenance II		\$14.21	\$14.56	\$15.00
Residential Service Worker I		\$14.35	\$14.71	\$15.15
Residential Service Worker II		\$12.81	\$13.13	\$13.52
Dietary Service Workers		\$12.81	\$13.13	\$13.52

SCHEDULE A

Page 2 of 2

Employees hired after July 1 2012

<i>After 3 Years Service 96% of Top Rate</i>				
Cook I		\$16.42	\$16.83	\$17.34
Cook II		\$13.08	\$13.41	\$13.81
Maintenance I		\$18.80	\$19.27	\$19.85
Maintenance II		\$14.51	\$14.87	\$15.32
Residential Service Worker I		\$14.66	\$15.03	\$15.48
Residential Service Worker II		\$13.08	\$13.41	\$13.81
Dietary Service Workers		\$13.08	\$13.41	\$13.81

<i>Employees hired after July 1 2012</i>				
<i>After 4 Years Service 98% of Top Rate</i>				
Cook I		\$16.76	\$17.18	\$17.70
Cook II		\$13.35	\$13.69	\$14.10
Maintenance I		\$19.19	\$19.67	\$20.26
Maintenance II		\$14.81	\$15.18	\$15.64
Residential Service Worker I		\$14.96	\$15.34	\$15.80
Residential Service Worker II		\$13.35	\$13.69	\$14.10
Dietary Service Workers		\$13.35	\$13.69	\$14.10

percentage changes automatically update the entire sheet

Rates not attainable during the life of this agreement
Rates will be subject to future negotiations

All positions referenced in Schedule A will reflect positions that are generally 37.5 hours per week positions. The Employer has reserved the right to employ up to one employee in each classification as "Part Time" or scheduled to work less than 37.5 hours per week