

COLLECTIVE AGREEMENT

- between -

PINE MEADOW NURSING HOME

(Hereinafter called the "Employer")

- and -

UNITED STEELWORKERS

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and
Service Workers International Union**

(Hereinafter called the "Union")

Expires: April 30, 2016

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ARTICLE 1 – PURPOSE

1.01 General

The general purpose of this Agreement is to establish and maintain collective bargaining relations, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement and, further, to provide procedures for the prompt and equitable disposition of grievances.

ARTICLE 2 – DEFINITION OF EMPLOYEES

2.01 **Full-time employee:** an employee who is regularly scheduled to work seventy-five (75) hours bi-weekly.

2.02 **Part-time employee:** an employee who is regularly scheduled and works less than seventy-five (75) hours-biweekly.

2.03 **Casual employee:** an employee who is called in to work on an on call basis, but does not work a regular schedule, or does so only for a specific period. Such employee shall be required to work a minimum of one (1) call in per pay period or she shall be removed from the call in list permanently. This only applies when the casual employee is called to work by the employer.

Casual employees shall be eligible for call-ins, Casual employees may accept scheduled shifts only after part-time employees have been offered scheduled work.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Nursing Home;
- (b) to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the Union. The Employer agrees to consider any representation made by the Union concerning any change in rules or introduction of new rules;
- (c) to hire, transfer, lay-off, recall, determine the length and number of shifts, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

The Employer, in exercise of its responsibilities, will not violate any terms of this Agreement or the laws governing the operation.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there will be no intimidation, coercion, or discrimination exercised by either party because of an employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union.
- 4.02 The Union and the Employer agree to abide by the Human Rights Code.

ARTICLE 5 – SCOPE AND RECOGNITION

- 5.01 The Employer recognizes the Union as the bargaining agent for all employees of Land O'Lakes Community Services carrying on business as Pine Meadow Nursing Home in the township of Addington Highlands save and except supervisors, persons above the rank of supervisors, office and clerical staff.
- 5.02 It shall be a condition of employment that all employees pay Union dues as prescribed by the Union's Constitution. The Union will be responsible for informing the Employer, in writing, of any change in the amount of the dues, fees, or assessments.
- 5.03 The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly 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.
- 5.04 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 21 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 Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

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

- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- (b) This information shall be sent to both Union addresses identified in article 5.04 in such form as shall be directed by the Union to the Company.

5.06 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 the article.

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

5.08 The Union and its members shall save the Employer harmless from any liability which the Employer may incur as a result of said deductions.

5.09 Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a lay-off of any employees other than casual part-time employees results from such contracting-out. Contracting-out to an Employer who is organized and who will employ the employees who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

5.10 Work of the Bargaining Unit

Persons whose jobs are excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Employer acknowledges the right of the Union to appoint up to four (4) stewards, one of which shall be the Chairperson, for the purpose of representing employees in the handling of complaints and grievances.
- 6.02 The Union will advise the Employer of the names of stewards and chairperson and any changes made thereto. It is understood that the chairperson may serve as an ex-officio member on all Union committees.
- 6.03 (a) The Employer agrees to recognize the grievance committee of up to two (2) members, which may include the chairperson, and shall meet with the said committee in line with the grievance procedure.
- (b) All members of the committee shall be employees of the Employer who have completed their probationary period.
- 6.04 (a) The Union recognizes and agrees that all stewards including the chairperson have regular duties to perform in connection with their employment. Unless specifically authorized by the Employer, the work of the stewards shall not be carried on during working hours. It shall be the duty and function of stewards to assist in the carrying out of the terms and provisions of this Collective Agreement including the adjustment of all grievances and complaints. Therefore, when the legitimate concern of a grievance that can not be carried on outside of regular working hours

requires the steward to leave their department or floor he/she shall first receive permission from her supervisor. Such permission shall not be unreasonably withheld.

- (b) Subject to the limitations of 6.03, any regularly scheduled time lost due to meetings convened by the Employer shall be paid by the Employer.

6.05 Negotiating Committee

- (a) The Employer acknowledges the right of the Union to appoint or otherwise select up to three (3) employees, (including the chairperson), as a negotiating committee and will recognize and deal with the said committee. The Employer will reimburse up to three (3) members of the committee for scheduled time lost while meeting with the Employer up to but not including arbitration. Payment will be at the employee's straight time hourly rate.
- (b) The negotiating committee is a separate entity from other committees and will deal only with such matters as are properly the subject of negotiations.

6.06 Labour-Management Committee

- (a) Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

(c) A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed.

6.07 The Employer acknowledges that the Local Unit may be assisted by a full-time Representative of the Union and hereby agrees to grant reasonable access to such Representative for such assistance.

6.08 Unless specifically set out elsewhere, up to three (3) bargaining unit members of any committee recognized by the Employer shall be paid at their regular straight time hourly rate for scheduled time spent in meetings convened by the Employer. Any payments which may be required by any statute shall not be duplicated by the operation of this clause.

6.09 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee in the bargaining unit once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home. The Employer shall advise the Union monthly as to the names of new hires and the parties shall mutually agree on the time and place on the premises of the Employer for each such interview, the duration of which shall not exceed thirty (30) minutes.

ARTICLE 7 – NO STRIKES OR LOCK-OUTS

7.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act, as amended.

ARTICLE 8 – COMPLAINTS AND GRIEVANCES

8.01 (a) For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any questions as to whether a matter is arbitrable.

(b) The Employer agrees to continue the pay of any grievance committee member, for all time spent in grievance meetings provided the meeting is during their regularly scheduled shift.

8.02 It is the mutual desire of the parties that all complaints and grievances be adjusted as quickly as possible. It is understood that any employee may present an oral complaint to their immediate supervisor without resorting to the Grievance Procedure below. If, upon completion of said discussion, the matter is not resolved, it may be grieved and disposed of in the following manner.

8.03 STEP NO. 1

The employee may submit a written grievance to their immediate supervisor. Such grievance must be submitted within fourteen (14) calendar days of the occurrence of the event which gave rise to the grievance and must be signed by the employee claimed to be aggrieved. The member of management to whom the grievance was submitted shall submit the answer in writing to the Steward, within seven (7) calendar days of the filing of the grievance at Step No. 1.

8.04 STEP NO. 2

If further action is to be taken, then within seven (7) calendar days after the decision is given in Step No. 1, the grievance shall be submitted in writing to the Administrator/DOC. A meeting will then be held between the Administrator/DOC or her designated representative and the employee within seven (7) calendar days of

receiving the written grievance. It is understood that at such a meeting the Employer may have such counsel and assistance as she may desire, and that the employee may be represented by the grievance committee or alternate and a staff representative of the Union as applicable. The decision of the Employer shall be given in writing to the Union within seven (7) calendar days following the meeting.

Should the Employer fail to render its decision as required in Step No. 2, or failing settlement of any grievance under the foregoing procedure, the grievance may be referred to Arbitration by either the Employer or the Union in accordance with Article 10. If no written request for Arbitration is received within thirty (30) calendar days, after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

- 8.05 Any of the time limits above may be extended by mutual agreement of the parties.
- 8.06 The Employer, when meeting with the Unit, and/or the Union Representative, shall supply the necessary facilities for the grievance meetings.
- 8.07 The employee may have the assistance of a steward or other Union Representative at all stages of the complaint and grievance procedure and arbitration.

ARTICLE 9 – POLICY GRIEVANCES

- 9.01 The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union, in writing, at Step No. 2 of the grievance procedure, by forwarding a written statement of said grievance to the Unit Chairperson of the Union, providing it is presented within fourteen (14) calendar days after the circumstances giving rise to the grievance have originated or occurred. The Unit Chairperson of the Union shall give her decision in

writing within fourteen (14) calendar days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Article 8.04.

9.02 The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step No. 2 of the grievance procedure, providing that it is presented within fourteen (14) calendar days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to initiate a grievance directly affecting an employee which such employee could initiate and the regular grievance procedure shall not be thereby bypassed.

9.03 Group Grievance

Where two (2) or more employees have the same grievance, the Union may process the grievances simultaneously and consecutively beginning at Step No. 1 of the grievance and arbitration procedures. If the grievances are submitted on one grievance form, all grieving employees must be listed and have signed the grievance.

ARTICLE 10 – ARBITRATION

10.01 (a) Both parties to this Agreement agree that any difference or grievance which has been properly carried through all steps of the grievance procedure outlined, and which has not been settled will, at the written request of either of the parties, be referred to an arbitrator within thirty (30) calendar days of receipt of the reply at the final step.

(b) No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the grievance procedure.

- 10.02 When either party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If none of the proposed arbitrators are acceptable to the other party, other arbitrators may be proposed by either party. If an acceptable arbitrator is not agreed upon within seven (7) calendar days, the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.
- 10.03 In regard to the decision on the grievance which was submitted, the jurisdiction of the arbitrator is limited to the stipulations of the Agreement and the arbitrator shall not have the right to add, delete, change or amend this Agreement in any way.
- 10.04 Except where otherwise provided for in this Agreement, each of the parties will bear its own expense including the expenses of witnesses which it called with respect to any arbitration proceedings. The fee and expenses of the arbitrator shall be paid equally by the parties.
- 10.05 The decision of an arbitrator, including the arbitrability of a grievance, is final and binding upon the parties.
- 10.06 At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the nursing home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not interfere with the function of the Nursing Home.
- 10.07 Notwithstanding the Arbitration Procedure set out above, the parties may mutually agree to a tri-partite board.

ARTICLE 11 – DISCIPLINE

11.01 Grievance - Suspension or Discharge

- (a) In the event of an employee being suspended or discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) All such cases shall be taken up within fourteen (14) calendar days of the date the employee is notified of their suspension or discharge. Such a claim by an employee shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator/DOC within fourteen (14) calendar days after the employee is notified of her suspension or discharge. All steps of the grievance procedure prior to Step No. 2 may be omitted in such cases.
- (c) Such special grievances may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator, as the case may be.

11.02 An employee subject to disciplinary action up to and including discharge shall have the right, if she so requests, to the presence of a Union Steward or if a steward is not available, a member representative of the employee's choice who is working on the current shift. The Union Chairperson shall receive a copy of the discipline.

11.03 Access to File

Upon giving two (2) working days notice, an employee shall have the opportunity to review the contents of her personnel file in the presence of a representative of the Employer. The employee may have her steward present upon her request. Any employee shall be limited to one (1) review per year.

11.04 No disciplinary notice shall be used against an employee after a lapse of eighteen (18) months following a suspension or disciplinary action provided that there has been no further related action by the employee requiring discipline within an eighteen (18) month period. Notwithstanding this provision, the Employer and the Union agree that any disciplinary action taken by the Employer as a result of resident abuse shall remain on the employee's file permanently.

11.05 Any disciplinary action against an employee must be taken within a period of fourteen (14) calendar days from the date of the infraction, or the date upon which the Employer becomes aware of the infraction.

ARTICLE 12 – SENIORITY

12.01 Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days other than an absence under the pregnancy and parental leave provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a prorata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for the full cost of subsidized employee benefits premiums in which he/she is participating for the period of the absence.

- (c) It is further understood that during the period of such absence not paid by the Employer which exceeds thirty (30) continuous calendar days, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and will not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during the pregnancy and parental leave and/or for a period of two (2) years if an employee's absence is due to a disability resulting in WSIB benefits.
- (d) For the purpose of this provision, it is agreed that absence on paid sick leave or Employment Insurance sick benefits shall be considered leave with pay.

12.02 (a) Seniority and service for full-time employees is a ranking based on their length of employment from date last hired.

(b) Seniority and service for part-time and casual employees shall accumulate based on eighteen hundred (1800) hours paid by the Employer from date of last hire.

(c) (i) An employee whose status is changed from part-time to full-time shall receive credit for her part-time seniority on the basis of one (1) year for each eighteen hundred (1800) hours of part-time seniority.

(ii) An employee whose status is changed from full-time to part-time shall receive eighteen hundred (1800) hours of part-time seniority for every full year of full-time service.

(iii) Any time worked in excess of an equivalent shall be prorated at the time of transfer.

12.03 Probationary Employees

Newly hired employees shall be on probation for a period of four hundred and fifty (450) hours worked from the date of last hire. This 450 hours must be worked within Twelve (12) calendar months from their most recent date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. An employee who has not completed her probationary period may be discharged based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of last hire. The employer shall not grant leaves of absence to probationary employees until they reach seniority status.

The employer shall have the right to extend the probationary period by a further two hundred and twenty five (225) hours.

12.04 (a) A seniority list will be developed and posted in January and July of each year, setting out seniority by department and classification. A copy of the list will be sent to the Unit Chairperson.

(b) In the event of a job posting, layoff or recall, the seniority of employees as of the end of the prior pay period shall be available.

12.05 An employee shall lose all seniority and their employment deemed to be terminated if he/she:

(a) voluntarily resigns or retires;

(b) is discharged for just cause and not reinstated through the grievance and arbitration procedure;

- (c) is absent from work for more than twenty-four (24) months by reason of illness or physical disability not covered by the Workplace Safety and Insurance Board where it can be shown that the prognosis shows no possibility of a return to work;
- (d) is absent from work for more than twenty-four (24) months by reason of layoff;
- (e) is absent from work without a reasonable excuse, for more than three (3) consecutive days on which she is scheduled to work.
- (f) fails to return to work from an authorized leave of absence unless a reason satisfactory to the Employer is provided.
- (g) fails to report for work within seven (7) calendar days after mailing date of a registered letter from the Employer calling an employee back to work from a layoff, unless absent for a reason satisfactory to the Employer.
- (h) is a probationary employee and fails to work the four hundred and fifty (450) hours within the twelve (12) month period. The employer shall have the right to rehire a terminated probationary employee provided they restart the four hundred and fifty (450) hour probationary period.

12.06 It is the duty of each employee to notify the Employer in writing of any change in address and telephone number. If an employee fails to do so the Employer will not be responsible for failure of a notice to reach such employee.

12.07 An employee who is transferred to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit, he/she shall be credited with the seniority held at time of transfer and resume accumulation from the date of return to the bargaining unit.

12.08 When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit for a period in excess of one-half (1/2) of a shift, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job. No temporary transfer shall result in an employee being paid less than their current rate.

- (a) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one half (1/2) a shift, the employee shall receive an allowance of eight dollars (\$8.00) for each shift.

12.09 In cases of promotions, demotions, permanent transfers, layoffs, recalls, and the reduction or increase in daily or weekly hours; qualifications, experience, ability and seniority will apply in accordance with the provisions of this Collective Agreement.

ARTICLE 13 – LAY-OFF AND RECALL

- 13.01 (a) In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with as much notice as possible prior to its implementation. This notice is not in addition to required notice for individual employees.

The layoff of casuals and part time employees shall be based on the total accumulated hours worked from their most recent date of hire.

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

- (i) if their service is greater than 9 years - 9 weeks notice
- (ii) if their service is greater than 10 years - 10 weeks notice
- (iii) if their service is greater than 11 years - 11 weeks notice
- (iv) if their service is greater than 12 years - 12 weeks notice

13.02 Lay-off Procedure

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

- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or

 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

 - (iii) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within two percent (2%) of the laid off employee's straight time hourly wage rate.

 - (iv) In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the

least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (v) An employee will have up to three (3) calendar days after being informed of her layoff to exercise her bumping rights as set out above.
- (vi) Part time employees shall not have their hours reduced and shared among casual employees to avoid the layoff of casuals.

13.03

Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within

fourteen (14) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

- (d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

13.04 For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

13.05 Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the Grievance Procedure.

ARTICLE 14 – JOB POSTINGS AND TRANSFERS

14.01 Permanent Job Postings

- (a) When a vacancy occurs or a new permanent position is created within the bargaining unit, (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer shall post notice of the position on the bulletin board for a minimum of seven (7) calendar days in order that members may make written application thereto. The name of the successful applicant shall be posted on the bulletin board within fourteen (14) days of the end of the posting period.

- (b) Job postings shall stipulate classification, department, wage rate or range, bi-weekly hours and required qualifications.
- (c) Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as it sees fit.
- (d) If no applications are received by 1000 hours of the seventh (7th) calendar day following the posting date, the Employer may proceed to fill the position from outside the bargaining unit.

14.02 Temporary Job Postings

- (a) A temporary vacancy which is anticipated by the Employer to be for six (6) weeks or more will be posted and shall indicate the estimated duration. Upon termination of the temporary posting, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period.
- (b)
 - (i) Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.
 - ii) Upon termination of a temporary position, where two (2) or more employees have posted into a temporary position in the same classification, the employee with the lesser seniority filling the vacancy shall be returned to the classification and job location in which she last worked.
- (c) The topic of temporary postings is agreed to be an appropriate subject for discussion at the labour/management committee.

14.03 Trial Period

The successful applicant to a permanent new position shall have a trial period of three hundred and twenty-five (325) hours of work, during which she shall be provided with reasonable orientation. Upon successful completion of her trial period the promotion shall become permanent. If the position proves unsatisfactory to the applicant or the Employer during the trial period, the employee shall be returned to her former position and salary without loss of seniority. Any other employee promoted or transferred because of this change shall also be returned to her former position and salary without loss of seniority. Employees applying for positions must commit to a trial period of not less than two (2) weeks.

14.04 All applications received will be considered within seven (7) calendar days of the end of the posting procedure. The successful applicant shall be notified and their name will be posted on the bulletin board with a copy to the Unit Chairperson.

14.05 Permanent Transfers

- (a) If an employee is transferred or reclassified to a higher rated job group, they shall receive the rate immediately above the rate of their prior job, in the salary range of the job to which they are transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.
- (b) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform the work as required, at the employee's request, or any other reason as determined by the Employer, the employee will receive the corresponding rate for the job group to which he/she was transferred. Job seniority for pay purposes shall include seniority on the job from which the employee is being transferred.

- 14.06 (a) Where two (2) or more qualified employees apply for a posted position, the Employer will consider the applicant's qualifications, ability and seniority.
- (b) Where the above factors are relatively equal, the applicant with the greatest bargaining unit seniority will be awarded the position provided she/he can perform the work.
- (c) If no seniority employee among the applicants has the required skills and ability to perform the work, the Employer may fill the position from any source available.

14.07 New Classification

- (a) When a new classification (which is covered by the terms of this Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days.
- (b) If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days of the receipt of notice from the Employer of such new occupational classification and rate.
- (c) Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer.
- (d) If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided for in the Agreement within fifteen (15) days of such meeting. The decision of the board of arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

ARTICLE 15 – HOURS OF WORK

- 15.01 (a) The normal hours of work for a full-time employee shall be seven and one-half (7½) hours per day, (excluding a one-half (½) hour unpaid meal period), and seventy-five (75) hours biweekly.
- (b) This is not a guarantee of hours of work per day or number of days of work in a biweekly pay period.
- 15.02 (a) Employees will be eligible for a one half (½) hour unpaid meal break during shifts of five (5) hours duration or longer, at a time scheduled by the Employer.
- (b) The lunch break will be uninterrupted except in the case of an emergency, when it will be completed as soon as possible after the interruption.
- (c) Employees shall have the right to leave the premises during their lunch period provided they notify management/supervisor before leaving.
- 15.03 All employees shall be permitted a fifteen (15) minute rest period during the first half and the second half of a seven and one-half (7½) hour shift, at times determined by the Employer.
- 15.04 Daylight Savings Time
Where there is a change in Daylight Savings Time from Standard Time or vice versa, an employee who is scheduled and works a full shift shall be paid hours worked at a straight time.
- 15.05 The Employer shall not split a full-time position into two or more part-time positions without the agreement of the Union. Such agreement shall not be unreasonably withheld. The Employer agrees to consult with the Union prior to

implementing any changes and consider the Union's submissions and practical alternatives.

ARTICLE 16 – OVERTIME

- 16.01 (a) Overtime for all employees shall be paid as follows:
- (i) time and one-half ($1\frac{1}{2}$) for all authorized hours worked in excess of seven and one-half ($7\frac{1}{2}$) hours in any one day.
 - (ii) time and one-half ($1\frac{1}{2}$) for all authorized hours worked in excess of seventy-five (75) hours in a biweekly period.
 - (iii) time and one-half ($1\frac{1}{2}$) for all authorized hours worked on a holiday.
- (b) Time necessary to finish assigned work on an irregular basis of not more than fifteen (15) minutes duration shall be deemed a "tag end" and shall not receive any overtime pay.
- 16.02 There shall be no pyramiding of overtime premiums, holiday pay premiums or other benefits or premium rates.
- 16.03 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked unless mutually agreed otherwise.
- 16.04 (a) Overtime shall be on a voluntary basis but an employee shall not refuse to work overtime where this could result in the interruption of the Home's operations.

- (b) Overtime shall be offered in descending order of seniority amongst those employees who are at work starting with the most senior employee within the classification in which the overtime is required. If no employee on site accepts the overtime work, the overtime shall be offered in descending order of seniority, first to full-time and then to part-time and casual employees on a rotational basis. Each telephone call will be indicated on an overtime call sheet as “No answer, “Refused”, etc.
- (c) Notwithstanding (b) above, in the event overtime is required to be worked at the end of a regularly scheduled shift, such work will be offered to the employees in order of their seniority on the job at the time, with the most senior employee being given the preference.
- (d) If an employee’s shift is extended without notice to 12 hours or more they will receive a meal.
- (e) All hours missed for Union leaves or paid leaves such as statutory holidays, sick leave, bereavement leave, and jury duty will be considered as hours worked for the purpose of calculating overtime pay.

16.05 Employees required or agreeing to work overtime may have the option to bank overtime hours (converted to the equivalent dollars). This overtime bank will be paid out to employees in the first pay period of December.

ARTICLE 17 – SCHEDULING

- 17.01 (a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employees’ requests for specific days off must be submitted to the Administrator/Director of Care in writing one (1) week in advance of the posting.

- (b) A weekend is defined as beginning on Friday at 2200 hours, and ending on Monday at 06:00 hours. For clarification, a shift will be deemed to be on the weekend if a majority of hours worked in that shift are on the weekend.
- (c) Full-time employees may have the option of working two (2) preferred shifts provided it does not unduly interfere with the proper operation of the Home. Notwithstanding anything to the contrary, the Employer reserves the right to schedule full-time and part-time employees as required to satisfy the needs of the business. Either party may discontinue this practice with a minimum of forty-five (45) working days notice to the other party. This does not apply to temporary job postings.
- (d) Employees who are unable to work specific shifts due to medical reasons are required to provide a medical note from a specialist annually.

17.02 Without limiting management efficiency and proper operation of the Nursing Home the Employer will endeavour to:

- (a) Maintain a repeating work schedule for full-time employees. This does not apply to temporary postings.
- (b) Schedule full-time and part-time employees with every other weekend off,
- (c) Not schedule employees for more than six (6) consecutive days without a day off unless otherwise agreed to by the employee.
- (d) The schedule covering the Christmas period is to be posted November 15th. No request for change will be considered after November 20th.
- (e) Holiday Season Policy

Scheduling during the Christmas and New Year's period will be such that an employee will be scheduled to receive at least three (3) days off at either Christmas or New Years, this will include, Christmas Eve day, Christmas Day and Boxing Day or New Years Eve Day, New Years Day and January 2nd. It is understood that the employees that are required to work one of the holidays, Christmas or New Years will receive that holiday off the following year.

17.03 The Employer will endeavour not to schedule full-time or part-time employees to work on more than (2) different shifts (ie. days, evenings, or nights) in any seven (7) day period and shall have a break of at least twelve (12) hours between scheduled shifts.

17.04 (a) In the event that full-time or part-time employees on their own accord and for their own personal convenience wish to exchange working days with other qualified full time employees, requests for change in posted work schedules must be submitted one (1) week in advance in writing and co-signed by the employee willing to exchange shifts. Such changes are subject to the approval of the supervisor and approval will not be unreasonably withheld. The number of changes that can be initiated by one employee is limited to two (2) shifts per month. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an employee under the terms of this Agreement.

(b) Shifts mutually exchanged between employees and approved by their supervisor shall be deemed to be the new shift for that scheduled period.

(c) If an employee's request for time off or exchange of shifts results in a conflict with the provisions of this Article the said request and the granting of such shall not be a violation of this Agreement.

- (d) However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.
- 18.06 Where the holiday falls on an employee's regular day off, the employee shall be given another day off with holiday pay at a mutually agreeable time within twelve (12) weeks following the holiday, or the employee may be paid holiday pay.
- 18.07 Where an employee is required to work and works on a holiday, she shall receive pay at the rate of one and one-half (1½) times her regular rate of all hours worked on such a holiday in addition to her holiday pay or pay at the rate of one and one half-times (1½) her regular rate for each hour worked on the holiday and a working day off, with holiday pay, within twelve (12) weeks following the holiday.
- 18.08 Where an employee, who does not qualify for a paid holiday is required to work and works on a holiday, she shall receive pay at the rate of one and one-half (1½) times her regular rate for all hours worked on such holiday.
- 18.09 Holiday pay will be calculated and paid in line with the proration formula set out in Article 22.
- 18.10 Majority of Hours
A shift that begins or ends during the twenty-four (24) hour period on the day of the above holiday, where the majority of hours worked falls within the holiday,

shall be deemed to be work performed on the holiday for the full period of the shift.

- 18.11 Employees who have a lieu band as a result of working on a statutory holiday will have first priority for time off on a weekend, should it be possible to grant a lieu day off on a weekend, It is recognized that the Home's first priority is to ensure that the scheduled weekend shifts are covered for the care of the resident's.

ARTICLE 19 – VACATIONS

- 19.01 For the purposes of calculating eligibility, the vacation year shall be from July 1 of one year to June 30 of the following year.
- 19.02 (a) Vacations are not cumulative from year to year and all vacations must be taken by the June 30 cut-off date. Employees may not waive vacation and draw double pay.
- (b) One week of vacation entitlement may be taken in single days including a weekend provided it does not unduly interfere with the proper operation of the home.
- (c) Where an employee's scheduled vacation is interrupted due to being an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. 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.
- (d) It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.

19.03 Part-time employees shall receive vacation entitlement on the basis of eighteen hundred (1800) hours paid equals one year of service. Part-time employees will be paid vacation pay at the time they take their vacation. Unused vacation will be paid out not later than the second (2nd) pay period the following July.

19.04 Vacations will be granted annually to all full-time employees on the following basis:

<u>Service as of June 30</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
Employees who have not completed their probationary period		4% of gross earnings paid by the Employer
Employees who have completed their probationary period but have less than 1 year of service	1 day/month of service to a maximum of 10 days	4% of gross earnings paid by the Employer
Employees who have completed one (1) year of service	2 calendar weeks	4% of gross earnings paid by the Employer
Employees who have completed three (3) or more years of service	3 calendar weeks	6% of gross earnings paid by the Employer
Employees who have completed eight (8) years or more years of service	4 calendar weeks	8% of gross earnings paid by the Employer
Employees who have	5 calendar weeks	10% of gross

completed fifteen (15) years or more years of service		earnings paid by the Employer
Employees who have completed twenty-five (25) years or more years of service	6 calendar weeks	12% of gross earnings paid by the Employer
Employees who have completed thirty (30) years or more years of service	7 calendar weeks	14% of gross earnings paid by the Employer

19.05 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her date of separation. If an employee leaves without giving two (2) weeks written notice of termination, she shall only be entitled to vacation pay calculated in accordance with the provisions of the Employment Standards Act, unless the failure to give notice was for a reason beyond her control.

19.06 Employees who are not regularly scheduled to work seventy-five (75) hours bi-weekly shall accrue vacation entitlement and receive vacation pay as follows:

<u>Number of Hours Paid</u>	<u>Vacation Entitlement</u>
Less than 1800 hours paid	4% of gross earnings paid by the Employer
1,800 hours to less than 5,400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings paid by the Employer
5,400 hours to less than	3 calendar weeks vacation with pay at 6% of

14,400 hours paid	gross earnings paid by the Employer
14,400 hours to less than 27,000 hours paid	4 calendar weeks vacation with pay at 8% of gross earnings paid by the Employer
27,000 hours to less than 45,000 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings paid by the Employer
45,000 hours to less than 54,000 hours paid	6 calendar weeks vacation with pay at 12% of gross earnings paid by the Employer
54,000 hours paid or more	7 calendar weeks vacation with pay at 14% of gross earnings paid by the Employer

19.07 (a) Employees shall submit their written request for vacation time during the summer vacation period, (July 1st through September 1st), to the Employer by not later than April 30th of each year.

In the event there is a conflict as to the selection of vacation periods between individual employees;

- (i) the Employer shall grant the request of the most senior employee, providing this does not unduly interfere with the proper operation of the Home,
- (ii) no employee shall take more than two (2) consecutive weeks during the summer vacation period.

The final vacation schedule shall be posted by the Employer by May 24th, of each year.

Employees who request their summer vacation after April 30th, or who wish to change their vacation time after April 30th, cannot use their seniority to “bump” the scheduled vacation time of a less senior employee.

- (b) Vacation requests for the balance of the year shall be on a “first come first serve” basis subject to;
 - (i) the Employer receiving two (2) weeks written notice
 - (ii) the proper operation of the Home, and
 - (iii) the restriction set out below.
- (c) Vacation time will not be granted between December 23rd and January 3rd of the following year. Subject to operational requirements, at the sole discretion of the Employer, vacation may be granted between December 18th and December 22nd or between January 4th and January 7th.

19.08 Vacation for Registered Nurses – Full-time

- (a) Vacations will be granted annually to all Registered Nurses on the following basis:

<u>Service as of June 30</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
Employees who have not completed their probationary period		4% of gross earnings paid by the Employer
Employees who have completed their probationary period but have less than 1 year of service	1¼ days a month to a maximum of 15 days	6% of gross earnings paid by the Employer

Employees who have completed one (1) year of service	3 calendar weeks	6% of gross earnings paid by the Employer
Employees who have completed five (5) or more years of service	4 calendar weeks	8% of gross earnings paid by the Employer
Employees who have completed fifteen (15) years or more years of service	5 calendar weeks	10% of gross earnings paid by the Employer
Employees who have completed twenty-five (25) years or more years of service	6 calendar weeks	12% of gross earnings paid by the Employer
Employees who have completed thirty (30) years or more years of service	7 calendar weeks	14% of gross earnings paid by the Employer

(b) Registered Nurses (part-time)

Employees, who are not regularly scheduled to work seventy-five (75) hours bi-weekly, shall accrue vacation entitlement and receive vacation pay as follows:

Less than 1800 hours paid	4% of gross earnings paid by the Employer
1,800 hours to less than 5,400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings paid by the Employer
5,400 hours to less than 14,400	3 calendar weeks vacation with pay at 6% of gross earnings paid by the Employer

hours paid	
14,400 hours to less than 27,000 hours paid	4 calendar weeks vacation with pay at 8% of gross earnings paid by the Employer.
27,000 hours to less than 45,000 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings paid by the Employer
45,000 hours to less than 54,000 hours paid	6 calendar weeks vacation with pay at 12% of gross earnings paid by the Employer
54,000 hours paid or more	7 calendar weeks vacation with pay at 14% of gross earnings paid by the Employer

19.09

Death In The Family or Hospitalization

When an employee's scheduled vacation is interrupted as a result of a death in the family as defined in the Bereavement Leave article, or as a result of being an in-patient in a hospital, the period of bereavement or hospitalization as the case may be, will be deemed as bereavement or sick leave, provided the employee notifies the employer within twenty four (24) hours of the commencement of their vacation and produces documentation of the death or hospitalization.

The vacation time not used because of the above shall be either added to the end of the vacation or used at a later date that is mutually agreed upon between the employer and employee.

19.10

Employees who call in sick for their scheduled shift immediately preceding and immediately following their vacation are required to provide the employer with a doctor's note.

ARTICLE 20 – INCOME PROTECTION

20.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Employees who have completed the probationary period shall be credited with three (3) days, (22.5)hours of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of ninety (90) hours twelve (12) credits). Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time, due to illness or non compensable injury for the first two (2) weeks during any one illness.
- (c)
 - (i) The employee shall apply for E.I sick leave for week three (3) through seventeen (17) of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds (66 2/3 %) percent of straight time wages. For the purpose of this Article “straight time wages” are calculated on the basis of the average of regular wages paid during the preceding six (6) contiguous months
 - (ii) In the event the employee does not qualify for E.I Sick Benefits by reason of lack of adequate contributions she shall receive sixty-six and two thirds (66 2/3%) percent of her straight time wages for weeks three (3) through seventeen (17) of any personal illness or injury, but shall not be eligible for benefits under (d) below.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for employees for the weekly indemnity plan covering personal illness or injury for weeks eighteen (18) through thirty-five (35) of such illness or injury. Payment under

weekly indemnity will be sixty-six and two thirds (66 2/3%) percent of straight time wages lost.

- (e) Weekly Indemnity plan for all new employees to be effective on completion of the probation period. Weekly Indemnity cheques shall be mailed directly to employees home.

- (f)
 - (i) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, provided the employee provides satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation that is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

 - (ii) It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation

- (g) The Employer may request proof of disabling accident or sickness;
 - (i) for any absence in excess of two (2) days:

 - (ii) for the fourth (4th) and succeeding illness in the sick leave year:
The Employer will exercise discretion in making such requests.

- (h) It is agreed that an employee will provide as much notice as possible in the event that they are unable to report to work due to illness. However, employees will

provide a minimum of two (2) hours notice for all shifts. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

- (i) If the Employer requires a sick leave certificate (doctor's note) in accordance with this article, the Employer will pay for any such certificate or extra costs that are not covered by OHIP.
- (j) The Employer will notify the employees of their accumulation of sick leave on request.
- (k) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery.

20.02 For Employees with current Sick Leave Banks:

- (a) On start up, up to ninety (90) hours of sick leave banks shall be transferred to the new plan, such credits to be used to provide pay for legitimate illness or injury at one-hundred (100%) percent, up to a maximum of seventy-five (75) hours, The first two calendar weeks) of any one illness
- (b) Any remaining credits in sick leave banks beyond ninety (90) hours shall be converted to dollars at the employees current rate of pay as of June 1st, 2007 and placed in a frozen bank that shall be used to top up from sixty-six and two thirds (66 2/3%) up to seventy-five (75%) for the combined period of E.I and insured benefit; weeks three (3) through thirty-five (35).
- (c) In the event that the employees unable to return to work after the initial thirty-five weeks and provided they still have available dollars in their sick leave bank, they shall be able to convert the bank to seventy-five (75%) percent of straight time

wages. This is conditional on confirmed medical information. This will continue until the bank is exhausted.

20.03 All sick leave credits accumulated have no cash value on termination.

ARTICLE 21 – INSURED BENEFITS

21.01 Subject to the cost sharing provisions set out in Article 22 and provided that a sufficient number of employees enroll as required by the carrier, the Employer will make the following insured benefits available to all employees following seventy (70) calendar days of employment providing they are actively at work.

(a) Group Life Insurance

\$20,000 term life insurance, reducing to fifty percent (50%) at age sixty-five (65) and terminating at age seventy (70) - premium paid one hundred percent (100%) by the Employer.

(b) Extended Health Care

- (i) Drug card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription. Positive enrolment to be included
- (ii) Premium paid one hundred percent (100%) by the Employer
- (iii) Effective the first (1st) day of the first (1st) full month following the date of ratification of this Agreement, vision will be increased to \$170.00

(c) Dental Plan

- (i) Equivalent to Blue Cross #9
- (ii) No co-insurance
- (iii) Maximum \$1,500 per individual per year
- (iv) Premium paid fifty percent (50%) by the Employer
- (v) Dental costs will be in accordance with the current years' Ontario Dental Association Fee Schedule with no more than a two (2) lag.

21.02 The Employer shall continue to pay its portion of premium for insured benefit plans, provided employees continue to pay their portion, as follows:

- (a) while on paid leave of absence. Paid leave of absence shall be deemed to include Union leave, vacation, employment insurance sick leave, and jury and bereavement leave and employees shall continue to be covered for all insurance benefits.
- (b) while on pregnancy and parental leave as required by the Employment Standards Act
- (c) while receiving WSIB for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury
- (d) while on leave of absence without pay including absence due to illness for up to a maximum of thirty (30) days
- (e) while on lay-off, for the month in which the lay-off occurs
- (f) provided the employee elects in writing and pay her share of benefit premiums to the Employer by the first of the month in which the premiums are due.

21.03 The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy upon request. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for and the coverage is subject to the standard conditions contained in such plans. Any problems with respect to the insurer acknowledging or honouring any claims are a matter as between the employee and

the insurer. The Employer will notify the Union if it intends to change the insurance carrier.

21.04 Employed Past Age 65

- (a) Employees who continue to be employed past age sixty-five (65) shall be eligible for the following benefits under the same cost sharing basis as active employees:
 - (i) 20.01 (b) – first two (2) weeks of the short term sick leave
 - (ii) 21.01 (a) – fifty percent (50%) reduced Group Life Insurance
 - (iii) 21.01 (b) – Extended Health Care
 - (iv) 21.01 (c) – Dental Plan
 - (v) 22.02 – Prorata Formula

- (b) Once an employee reaches age seventy (70) and he or she continues to be employed he or she shall automatically receive fifteen cents (.15¢) per hour in lieu of benefits.

ARTICLE 22 – PRORATION

22.01 Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a prorata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

22.02 The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by 975 and then multiplying by 100. (The predetermined six (6) month period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.)

- 22.03 Hours paid in calculating proration formula will include WSIB.
- 22.04 When an employee is on pregnancy and parental leave or approved leave of absence in excess of thirty (30) continuous calendar days, proration upon return shall be based on the percentage (%) in effect prior to the commencement of the leave.
- 22.05 (a) The prorata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.
- (b) The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement up to one hundred percent (100%) of the Employer's paid share of premiums and benefits.
- 22.06 Employees who regularly work more than sixty-six (66) hours bi-weekly shall have one hundred percent (100%) of Employer portion of insured benefits paid.
- 22.07 Holiday pay for all employees who are regularly scheduled to work less than seventy-five (75) hours biweekly shall be based on the employee's prorata percentage. As an example, if an employee's prorata percentage is eighty percent (80%), her holiday pay is eighty percent (80%) of seven and one-half (7½) hours or six (6) hours times her current hourly rate.

ARTICLE 23 – HEALTH AND SAFETY

- 23.01 The Employer and the employees agree that they mutually desire to maintain standards of safety and health within the workplace in order to prevent accidents, injury and illness.

- 23.02 Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least three (3) Representatives selected or appointed by the Union from amongst bargaining unit employees. This number may be matched equally by the Employer.
- 23.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- 23.04 The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its function.
- 23.05 Meetings shall be held every second month or more frequently at the request of the Union or Employer chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 23.06 (a) Time off for such Representatives to meet as a committee and up to one (1) hour preparation time if required, shall be granted and the Representatives shall be paid in accordance with legislation.
- (b) Effective the first (1st) day of the month following the ratification of this Agreement one (1) employee on the Joint Health & Safety Committee will be granted one (1) hour per month, with pay, to perform health and safety inspections. Notwithstanding anything to the contrary that may be contained elsewhere in this Agreement, such hour shall be paid at the employee's straight time hourly rate of pay.

23.07 Proof of Safe Substance

No potentially hazardous substance shall be introduced into the workplace for which a product data sheet has not been obtained and a copy of such data sheet shall be provided to the Health and Safety Committee.

23.08 Health and Safety Information

The Employer shall provide members of the Health and Safety Committee with those details of every accident, incident or occurrence of an occupational disease that occurred at the work site in the previous month, that will assist the Committee in making recommendations to prevent reoccurrence.

23.09 Access to Workplace

- (a) A member of the Health and Safety Committee may conduct an inspection of the work site at least once a month. In the event of a fatality or critical injury, an employee member of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence and report their findings to the Health and Safety Committee.

- (b) A Union member of the Health and Safety Committee along with the department supervisor or Employer member of the committee shall promptly investigate all accidents and any unsafe conditions or practices reported to the committee.

23.10 No disciplinary action shall be taken against any employee as a result of the employee exercising his or her rights in good faith under the Occupational Health and Safety Act.

23.11 In the event that section 43 (3) of the Occupational Health and Safety Act is revoked or changed the Employer, for the term of this agreement will recognize an employee's right to refuse to perform work without penalty where he or she has

reason to believe that the work as directed is likely to endanger himself, herself or another person. It is understood and agreed however that no employee shall refuse work if such refusal endangers the life, health or safety of a resident.

ARTICLE 24 – WORKPLACE SAFETY AND INSURANCE BOARD

24.01 Where an Employee is absent due to illness or injury which is compensable by Workplace Safety and Insurance Board, the following shall apply:

- (a) The Employer shall continue to pay its share of any and all insured benefits as long as the employee agrees to continue to pay her share of the premium costs of the insured benefits for up to twelve (12) months from the date of the injury, provided the employment relationship between the employee and the Employer continues.
- (b) An employee will not be eligible for holidays, income protection or any other benefits except where specified otherwise, during any absence covered by Workplace Safety and Insurance Board.
- (c) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workplace Safety and Insurance Board shall be considered as time worked for the purpose of calculating the current years' vacation entitlement.

24.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

24.03 In the case where an employee becomes disabled as a result of an injury while in the employ of the Employer, the Employer shall endeavor up to the point of undue hardship, to modify the employee's job to accommodate his or her disability. It is

agreed that the Occupational Health and Safety Committee and one (1) of the stewards who is designated by the Union as a WSIB representative will be involved in this process.

24.04 If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification that is covered by this Agreement, then the returning employee may exercise their seniority if they have the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

24.05 (a) The Employer and the USW are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with Pine Meadow's value. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

(b) Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and USW. The Employer and the Union will then initiate and complete a joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union. If the complaint directly or indirectly involves the complainant's supervisor or a Union steward/representative he or she may contact an alternate person in management of the Union to ensure that the complaint is handled in a discreet and timely fashion.

(c) Should the complainant not be satisfied with the Employer's response she is entitled to file a grievance under the terms of this Collective Agreement.

- (d) In support of providing and maintaining an environment free of harassment, the Employer and the Union will ensure that all staff member, volunteers, and persons with practicing privileges in the facility are informed that harassment, including sexual and racial harassment, in the workplace is an offence under the law.

ARTICLE 25 – LEAVE OF ABSENCE

25.01 Compassionate Leave

- (a) Upon the death of an employee's spouse (includes common-law spouse), parent, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three (3) of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Administrator/Director of Care.
- (b) Upon the death of an employee's father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, and grandchildren, the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay up to and including the day following the day of the funeral provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) An employee shall be granted one (1) day compassionate leave without loss of pay to attend the funeral of his or her niece or nephew, aunt or uncle.
- (d) Part-time and casual employees shall be eligible for compassionate leave.

- (e) Employees will be compensated under (a), (b), (c), and (d) above based on scheduled time missed at their regular hourly rate. Compassionate leave will not be compounded with any other payments such as holiday pay, sick pay or vacation pay.

25.02 Jury & Witness Duty

- (a) An employee required to serve on jury duty, or as a witness of the Crown, or as a witness at an inquest, or as a witness in a case arising out of her employment, shall have her regular salary maintained. The employee will reimburse the Employer for fees received less expenses in any of the above instances.
- (b) An employee will normally come to work during those regularly scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend at a hearing and then report for work the same day.
- (c) An employee will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours she shall also not be required to attend work for her night shift commencing later that day.
- (d) An employee shall notify the Administrator/DOC, as soon as possible, when required to serve under any of the above circumstances.

25.03 Pregnancy and Parental Leave

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

- (a) The employee must have started employment with Pine Meadow at least thirteen (13) weeks prior to the expected date of birth.

- (b) An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- (c) The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- (d) Article (c) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth; still-birth or miscarriage that happens earlier than the employee was expected to give birth. The employee must within two (2) weeks of stopping work give the Employer:
 - (i) written notice of the date the pregnancy leave began or is to begin; and
 - (ii) a certificate from a legally qualified medical practitioner that:
 - (1) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (2) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was to give birth.
- (e) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.

- (f) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- (g) The pregnancy leave of an employee ends on a day earlier than the day provided for in Article (e) or (f) if the employee gives the Employer at least four (4) weeks written notice of that day.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave. The employee shall give the Employer at least two (2) weeks notice, in writing that she intends to take parental leave.
- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (j) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (k) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

- (l) The employee shall give the Administrator/DOC two (2) weeks written notice of the date the leave is to begin.
- (m) Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Administrator/Director of Care at least four (4) weeks written notice of that day.
- (n) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan that is related to his or her employment unless he or she elects in writing not to do so. The types of plans include pension plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
- (o) During an employee's pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions for any plan described in Article (n) unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contribution, if any.
- (p) Seniority continues to accrue during pregnancy or parental leave
- (q) The Employer shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists or to a comparable position if it does not.
- (r) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began.

- (s) The Employer shall pay a reinstated employee wages that are at least equal to the greater of:
 - (i) the wage the employee was most recently paid by the Employer;
 - (ii) the wages that the employee would be earning had the employee worked throughout the leave.

- (t) The Employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy or parental leave.

25.04 Professional and Education Leaves

Leave of absence with or without pay may be granted to employees at the discretion of the Administrator/Director of Care to attend professional and education meetings, courses, or other events which may be judged beneficial to the employees' professional development, especially as it relates to her responsibilities with Pine Meadow Nursing Home.

25.05 The Administrator/Director of Care may grant a request for leave of absence for personal reasons provided that she receives at least one (1) month's clear notice, in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Employees when applying for such leave shall indicate the purpose, proposed date of departure, and date of return. Such leave shall not be unreasonably withheld.

25.06 Should the Employer determine that an employee is required to upgrade his/her qualifications, such employee shall be entitled to time off without loss of seniority,

wages or benefits for all scheduled hours lost in order to attend courses or complete required tests or examinations. The Employer agrees to reimburse one hundred percent (100%) of tuition and books provided the employee submits evidence of satisfactory completion of the course.

25.07 Union Leaves

- (a) Leave of absence without loss of seniority shall be granted, upon written request to the Employer, of not more than two (2) employees at any one time, elected or appointed to represent the Union at conventions or to attend schools or seminars, providing operational requirements are met. The total maximum time allowed for all employees combined is sixty (60) days per calendar year. The Employer shall be given at least ten (10) days written notice by the Union specifying the name(s) of the representative(s) and the date(s) for which leave of absence is requested.
- (b) The Employer shall maintain benefits and pay employees on approved Union leave for schedule hours lost. The Union will promptly reimburse the Employer for the cost of wages and benefits upon receipt of the record of such cost.

25.08 Leave for Union Staff

- (a) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request by one (1) employee at any one time for a leave of absence with pay and benefits and with accumulation of seniority for up to eighteen (18) months to work full time for the Union provided ten (10) days notice is given. The leave may be extended beyond the eighteen month period specified at the discretion of the Employer. Such consideration of the leave and or the extension will not be unreasonably withheld.

- (b) The Employer shall maintain benefits and pay employees on approved Union leave for scheduled hours lost. The Union will promptly reimburse the Employer for the cost of wages and benefits upon receipt of the record of such cost.

25.09 Emergency Leave / Family Medical Leave

The Employer agrees to abide by the Emergency Leave and Family Medical Leave in the Employment Standards Act 2000 as amended from time to time.

ARTICLE 26 – MINIMUM REPORTING ALLOWANCE

26.01 If an employee reports for work at the regularly scheduled time for his or her shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:

- (a) The employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence.
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

26.02 Article 26.01 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Nursing Home, nor shall it apply to employees returning to work without notice after absence.

26.03 When employees are called back to work after leaving the Nursing Home premises upon completion of their shift, such employees will receive a minimum of four (4) hours pay at their straight time rates, or actual hours worked at time and one-half (1½) their regular rate of pay, whichever is the greater. It is understood that this

provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

ARTICLE 27 – GENERAL

27.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices. The Union agrees that posted material will be in accordance with the spirit and intent of the Agreement and that a copy shall be submitted to the Administrator.

27.02 The First Shift of the Day

The shift commencing at or about 0600 hours shall be considered the first shift of each working day. A shift shall be deemed fall on the day in which the majority of hours worked occurs.

27.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.

27.04 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. It is agreed that the Employer will prepare the Collective Agreement for signing within forty-five (45) days from the date the Employer receives an Arbitration Award or written notice of ratification from the Union. The parties will subsequently arrange to print sufficient copies, in a format mutually acceptable. The cost of printing shall be shared equally by the Union and the Employer.

ARTICLE 28 – RATES OF PAY AND WAGE PROGRESSION

28.01 Attached hereto and forming part of this agreement is Schedule "A" relating to job classifications and hourly rates of pay.

28.02 Wage Progression

- (a) Full-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,950 hours paid by the Employer at the "start rate" to the "one year rate" and so on. Hours paid for under the WSIB shall be considered hours paid by the Employer for the purposes of computing eligibility to progress to the next higher rate within their position classification.

- (b) Part-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,800 hours paid at the "start rate" to the "one year rate" and so on. The same definition of hours worked as stated above for full-time employees applies to part-time employees.

28.03 Shift Premium

(a) Awaiting Arbitrators interpretation of Award

All employees who are required by the Employer to rotate over two (2) or more shifts, during two (2) consecutive two (2) week pay period shall receive shift premium of thirty cents (.30¢) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

(b) Weekend Premiums

Effective October 26, 2009 employees will be paid a weekend shift premium of fifteen cents (.15¢) per hour for all hours worked between 2300 hours Friday and 0600 hours Monday.

(c) Pyramiding

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

28.04 Responsibility Allowance for Work Outside the Bargaining Unit

(a) When an Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half (½) shift, the employee shall receive an allowance of eight (\$8.00) dollars for each shift from the time of the assignment.

(b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one-half (½) shift, the employee shall receive an allowance of eight dollars (\$8.00) for each shift.

(c) When an RN and an RPN exchange shifts between themselves, it is understood that the above premium does not apply.

28.05 Uniform Allowance

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

- (b) The uniform allowance will not be paid on each cheque but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.
- (c) When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

28.06 Standby for Registered Nurses

A registered nurse who is required by the Employer to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of two dollars (\$2.00) per hour for the period of standby scheduled by the Employer. Standby pay shall, however, cease where the employee is called in to work.

28.07 Recognition of Previous Experience

For RN's and RPN's, the Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if he or she fails to do so she shall not be entitled to recognition.

28.08 Errors on Paycheques

- (a) In the event an error on an employee's pay results in the employee being underpaid by one (1) days' pay or more, the Employer will make every reasonable effort to provide payment for the shortfall within five (5) business days from the date the Employer is notified of the error.

- (b) If the Employer makes an overpayment of a day's pay or less for an employee the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

ARTICLE 29 – GROUP REGISTERED RETIREMENT SAVINGS PLAN

29.01 The Group Registered Savings Plan is based on the following:

- (a) Steelworkers District 6 Savings Plan.
- (b) Voluntary for all full-time and part-time employees with three (3) calendar months or more of service.
- (c) Employees may contribute based on whole number percentages (Example 1%, 2%, etc.) of applicable earnings and the Employer will match employee contributions up to four percent (4%) of applicable earnings.
- (d) Applicable earnings for purposes of determining contributions to the Group Registered Savings Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- (e) The employee may change contribution levels in May and November of each year. Employees may cancel deductions at any time, but may only re-enroll in May and November.
- (f) Employee and Employer contributions will be remitted to the Plan by the end of the following month.

- (g) Each remittance shall include a list of names and identification numbers of employees on whose behalf remittances are being made, along with the amount of the employee and Employer contributions.

ARTICLE 30 – INFLUENZA

30.01 The Employer agrees to amend its policy around flu vaccines to reflect the following:

- (a) if an employee does not have a documented medical or religious reason for refusing the flu shot (or Amantadine or Tamiflu, as the case may be) and if there is a flu outbreak, the employee will still be required to absent himself or herself from the facility for the duration of the outbreak, however, the employee will be entitled to draw from his/her available earned vacation time.
- (b) If an employee does not have vacation time left or does not wish to use it, then and only then will she/he be required to take an unpaid leave of absence for the duration of (or balance of) the outbreak.

30.02 It is understood and agreed that all other aspects of the policy remain the (with the possible further addition, at the Employer's discretion, of a reference to Tamiflu as an alternative to Amantadine).

30.03 The Union agrees that the policy, with the above amendments is enforceable.

ARTICLE 31 – TERM OF AGREEMENT

31.01 This Agreement shall remain in full force and in effect until April 30, 2016 and shall continue year after year unless either party notifies the other in writing, within ninety (90) days prior to the expiration date of its desire to bargain with a view to the renewal of the agreement or the making of a new Agreement.

All items agreed to herein shall be effective upon the date of ratification or arbitration award unless specifically set out otherwise.

SIGNED ON THIS 13TH DAY OF December, 2013

FOR THE EMPLOYER

FOR THE UNION

[Signature]

Donna Boye

Sandra Meeks

Leresa Whitlock

Marygare Spicer

Peggy Alford usw

SCHEDULE "A"

HOURLY RATES INCLUDE PAY EQUITY

Classifications	Service	01-May-13	01-May-14	01-May-15
RN	Start	\$ 27.01	\$ 27.01	\$ 27.01
	1 Year	\$ 28.22	\$ 28.22	\$ 28.22
	2 Years	\$ 29.17	\$ 29.17	\$ 29.17
	3 Years	\$ 30.74	\$ 30.74	\$ 30.74
	4 Years	\$ 32.03	\$ 32.03	\$ 32.03
	5 Years	\$ 33.60	\$ 33.60	\$ 33.60
	6 Years	\$ 35.12	\$ 35.12	\$ 35.12
	7 Years	\$ 38.14	\$ 38.14	\$ 38.14
	8 Years	\$ 41.31	\$ 41.31	\$ 41.31

RPN	Probation	\$ 23.24	\$ 23.24	\$ 23.24
	Start	\$ 23.50	\$ 23.50	\$ 23.50
	1 Year	\$ 24.11	\$ 24.11	\$ 24.11
	2 Years	\$ 24.70	\$ 24.70	\$ 24.70

Cook	Probation	\$ 19.04	\$ 19.04	\$ 19.04
	Start	\$ 19.30	\$ 19.30	\$ 19.30
	1 Year	\$ 19.90	\$ 19.90	\$ 19.90
	2 Years	\$ 20.49	\$ 20.49	\$ 20.49

HCA	Probation	\$ 18.70	\$ 18.70	\$ 18.70
PSW	Start	\$ 18.95	\$ 18.95	\$ 18.95
	1 Year	\$ 19.53	\$ 19.53	\$ 19.53
	2 Years	\$ 20.13	\$ 20.13	\$ 20.13

Nurse Aide	Probation	\$ 18.46	\$ 18.46	\$ 18.46
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	Start	\$ 18.73	\$ 18.73	\$ 18.73
	1 Year	\$ 19.30	\$ 19.30	\$ 19.30
	2 Years	\$ 19.90	\$ 19.90	\$ 19.90

Basic Aide	Probation	\$ 18.08	\$ 18.08	\$ 18.08
	Start	\$ 18.34	\$ 18.34	\$ 18.34
	1 Year	\$ 18.95	\$ 18.95	\$ 18.95
	2 Years	\$ 19.53	\$ 19.53	\$ 19.53

Activity Aide (certified)	Probation	\$ 18.28	\$ 18.28	\$ 18.28
	Start	\$ 18.54	\$ 18.54	\$ 18.54
	1 Year	\$ 19.16	\$ 19.16	\$ 19.16
	2 Years	\$ 19.74	\$ 19.74	\$ 19.74

WAGES

A lump sum payment of one percent (1%) calculated on all wages earned in the 26 pay periods prior to April 30, 2014.

The lump sum shall be paid within 6 weeks of April 30, 2014.

A lump sum payment of one percent (1%) calculated on all wages earned in the 26 pay periods prior to April 30, 2015.

The lump sum shall be paid within 6 weeks of April 30, 2015.

A lump sum payment of one percent (1%) calculated on all wages earned in the 26 pay periods prior to April 30, 2016.

The lump sum shall be paid within 6 weeks of April 30, 2016.

LETTER OF UNDERSTANDING #1

- between -

**PINE MEADOW NURSING HOME
(Hereinafter called the "Employer")**

- and -

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and
Service Workers International Union (United Steelworkers)
(Hereinafter called the "Union")**

SUBJECT: LIFE INSURANCE FOR REGISTERED NURSES

Notwithstanding the provision set out in Article 21.01 (a) of the Collective Agreement and subject to Article 22, Life Insurance for Registered Nurses will be based on the following:

1X annual salary reducing to fifty percent (50%) at age sixty-five (65) and terminating at age seventy (70) - premium paid 100% by Employer.

SIGNED ON THIS 13TH DAY OF December, 2013

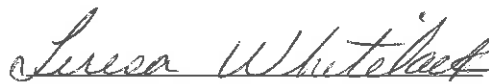
FOR THE EMPLOYER

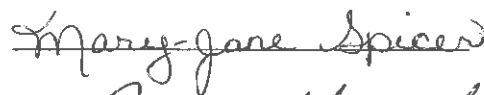
FOR THE UNION













LETTER OF UNDERSTANDING #2

- between -

**PINE MEADOW NURSING HOME
(Hereinafter called the "Employer")**

- and -

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and
Service Workers International Union (United Steelworkers)
(Hereinafter called the "Union")**

SUBJECT: HUMANITY FUND

The Employer agrees effective March 23rd, 1998 to deduct one cent (\$0.01) per hour, for each hour worked from all employees in the bargaining unit. The deduction will be forwarded to the "Humanity Fund" of the United Steelworkers at its mailing address supplied to the Employer, on a monthly basis by the 21st of the month following the month in which the deduction is made. The Employer will supply the Humanity Fund and the Local Union with a list of all employees and their corresponding deduction.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued upon the receipt by the Employer of a letter from the Union advising that such deductions for the said employee are to be discontinued.

SIGNED ON THIS 13TH DAY OF December, 2013

FOR THE EMPLOYER

[Signature]

Bonnie Boyer

FOR THE UNION

Sandra Meel

Lessa Whitlock

Mary-gene Spicer

Peggy McCloud

PAY EQUITY AGREEMENT

- between -

**PINE MEADOW NURSING HOME
(Hereinafter called the "Employer")**

- and -

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and
Service Workers International Union (United Steelworkers)
(Hereinafter called the "Union")**

The Pay Equity Agreement applies to all employees represented by the Union employed by the Employer.

The parties agree that the classifications in the Collective Agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The adjustments in the Memorandum of Settlement dated September 4, 2003 resolve all current outstanding pay equity issues and the obligations under the Proxy Pay Equity plan to the expiry of the agreements negotiated on September 4, 2003. The parties further agree that the further fifty-seven cents (\$0.57) which will be subject to available government pay equity funding, will satisfy all obligations under the pay equity plan. If the Employer is subsequently paid monies from the government of Ontario for pay equity purposes and such payments would provide a greater benefit the Employer will pay such monies to the affected employees.

When the funding from the government becomes available for pay equity liabilities as per the Memorandum of Settlement Re Court file No. 01-CV-214432 all monies made available for staff represented by USW will be distributed as soon as possible but no later than four (4) pay periods after the funds are received.

Pay equity adjustments shall be posted as required by law.

This provision shall not prejudice the right of the Union to negotiate and proceed to Mediation and Arbitration for the period(s) following the expiry of the agreements negotiated on September 4, 2003.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreements.

The parties agree that there was no requirement for a pay equity adjustment at times other than those agreed by the parties.

The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act.

SIGNED ON THIS 13TH DAY OF December, 2013

FOR THE EMPLOYER

[Signature]

Bonnie Bay

FOR THE UNION

Sandra Meeks

Liesa Whitlock

Mary-gene Spicer

Peggy McComb usid

LETTER OF UNDERSTANDING #3

- between -

**PINE MEADOW NURSING HOME
(Hereinafter called the "Employer")**

- and -

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and
Service Workers International Union (United Steelworkers)
(Hereinafter called the "Union")**

SUBJECT: Combined Coffee Breaks

The Parties agree to meet within six (6) months of the release of the arbitration award to discuss the possibility of combining the two (2) coffee breaks referenced in Article 15.03 for a single thirty (30) minute break.

SIGNED ON THIS 13TH DAY OF December, 2013.

FOR THE EMPLOYER

[Signature]

Bonnie Spang

FOR THE UNION

Landra Meeli

Leresa Whitlock

Mary-jane Spicer

Peggy Mcclomb usw

LETTER OF UNDERSTANDING # 4

FOR REGISTERED STAFF AND EXTENDED TOURS

The parties agree that the employer can initiate a trial period of six months for 12 hours shifts for registered staff based, if the majority of registered staff votes in favour of the trial.

If the employer makes the proposal to start a 6 month trial period, the Union will conduct a vote within 30 days. If the majority vote is against the 12 hour tours, the 12 concept will not proceed.

if the 6 month trial period is accepted, and if the employer wants to continue to utilize 12 hour shifts it will notify the Union. The Union will conduct another majority rule vote for a further 12 month period. If the majority vote is against the 12 hour tours, the 12 hour concept will not proceed.

The parties will review the results of the trials in the next round of negotiations.

The employer can stop the trial at any time.

The following amendments would apply to the trial periods.

- 15.01 (a) Except for Registered Staff scheduled 12 hour shifts, The normal hours of work for a full-time employee shall be seven and one-half (7½) hours per day, (excluding a one-half (½) hour unpaid meal period), and seventy-five (75) hours biweekly.

If Registered Staff are working a 12 hour day shift, it shall be comprised of 11.25 paid hours and 45 minutes of unpaid meal breaks (to be scheduled as agreed between the parties).

If Registered Staff are working a 12 hour night shift, it shall be comprised of 11.25 paid hours and 45 minutes of paid meal breaks (to be scheduled as agreed between the parties).

The 12 hour shifts will average 78.75 paid hours bi-weekly for the day shift and 84 paid hours bi-weekly for the night shifts over the scheduling period.

Example 7 shifts multiplied by 11.25 hours = 78.75 bi-weekly
 7 shifts multiplied by 12 hours = 84 hours bi-weekly

- 16.01 (i) Except for registered staff scheduled 12 hour shifts, time and one-half (1½) for all authorized hours worked in excess of seven and one-half (7½) hours in any one day.
- (ii) Except for registered staff scheduled 12 hour shifts, time and one-half (1½) for all authorized hours worked in excess of seventy-five (75) hours in a biweekly period.
- (iii) If registered staff are working a 12 hour day shift, time and one half (1 ½) for all authorized hours worked in excess of seventy eight and three quarters (78.75) hours in a bi-weekly period.
- (iv) If registered staff are working a 12 hour night shift, time and one half (1 ½) for all authorized hours worked in excess of seventy eight and three quarters (78.75) hours in a bi-weekly period.

If the shift cannot be filled after the proper overtime procedure has been followed, the employee with the lowest seniority within that classification, must stay and fill the shift if requested by their supervisor, to the operational needs of the home.

Other Provisions

- (a) With the exception of the specific variations set forth in the Letter of Understanding, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- (b) Payment for bereavement leave is based on 11.25 hours for extended tours.
- (c) Payment for vacation and paid holidays for full time employees is based on the equivalent to the 7.5 hour entitlement.
- (d) Each shift shall have three 15 minute paid rest breaks.

SIGNED ON THIS 13TH DAY OF December, 2013.

FOR THE EMPLOYER

[Signature]

Bruce Boye

FOR THE UNION

Sandra Meeks

Jess Whitlock

Mary-gene Spicer

Peggy McCombs usw