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COLLECTIVE AGREEMENT

BETWEEN

Valley Manor Inc.
(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")**

Expiry: August 22, 2015

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ARTICLE 1 - PURPOSE

1.01 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.

1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.

ARTICLE 2 - DEFINITION OF EMPLOYEES

2.01 Full-Time Employees:

A full-time employee is an employee who is regularly scheduled to work seventy-five (75) hours in a bi-weekly period, exclusive of unpaid meal periods.

2.02 Part-Time Employees:

A part-time employee is an employee who is regularly scheduled to work less than seventy-five (75) hours in a biweekly period, exclusive of unpaid meal periods.

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

2.04 The word employee when used in this Agreement shall mean an employee who is included in the bargaining unit as defined in Article 5.01.

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. Any such rules that are in

writing 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 or 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. The discharge of a probationary employee shall be governed by Article 13.02.
- (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.

3.02 The Employer will exercise these rights in a manner consistent with the Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.

4.02 The Union and the Employer agree to abide by the Human Rights Code.

4.03 The parties acknowledge that the Employer's Workplace Harassment Policy and Procedure, and the Employer's Workplace Violence Policy, as may be amended from time to time, is in effect. The Employer will ensure that all employees are advised of the policies, and receive a copy. A copy will remain posted in a prominent location in the workplace. The Union will be advised of any proposed amendments and the Employer agrees to consider a representation made by the Union regarding the proposed amendments. A person complaining of harassment may request the assistance of the Union.

ARTICLE 5 - SCOPE AND RECOGNITION

5.01 The Employer recognizes the Union as the bargaining agent for all employees of Valley Manor Inc. in the Village of Barry's Bay, save and except supervisors, persons above the rank of supervisor, Registered and Graduate nurses, Registered Practical Nurses employed in that capacity, Office and Clerical staff, Accounting Clerk, Dietician, Driver, Hairdresser, students employed during the regular school vacation period, and employees for whom any trade union held bargaining rights as of June 28, 2000.

5.02 All employees covered by the scope of this Collective Agreement shall, as a condition of employment, pay union dues.

5.03 Contracting Out

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

[*Note: Notwithstanding any other definitions in this collective agreement, it is understood that for the purposes of this provision only casual part-time employees shall refer to those part-time employees who work on a relief or ad hoc basis.]

5.04 Work of the Bargaining Unit:

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

ARTICLE 6 - UNION SECURITY

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

6.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, P.O. Box 9083 Commerce Court Postal Station, Toronto Ontario

M5L 1K1 in such form as shall be directed by the International Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Co-ordinator.

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

- a) A list of the names and addresses of all employees from whom dues were deducted along with their hours worked, total gross amount earned by each employee and the amount of dues deducted;
- b) A list of the names of all employees from whom no deductions have been made and reasons;
- c) This information shall be sent to both Union addresses identified in article 6.02 in such form as shall be directed by the Union to the Company.

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

6.05 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.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer acknowledges the right of the Union to appoint up to five (5) stewards, one of which shall be the chairperson, for the purpose of representing employees in the handling of complaints and grievances. The Union will endeavour to appoint no more than one (1) steward from the Activity, Housekeeping or Laundry departments and no more than two (2) from the nursing department, and no more than two (2) from the dietary department. Where this representation is not possible, it is agreed that there will be no more than four (4) appointed from the Nursing Department.

7.02 The Union will advise the Employer of the names of stewards, the chairperson, and any committee members and any changes made thereto. It is understood that the chairperson may serve as an ex-officio member on all Union committees.

7.03 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.

All members of the committee shall be employees of the Employer who have completed their probationary period.

7.04 The Union recognizes and agrees that all stewards and grievance committee members, 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.

Subject to the limitations of 7.04, any regularly scheduled time lost in accordance with the above shall be paid by the Employer at the employee's straight time hourly rate of pay.

7.05 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. It is understood that no more than two (2) employees shall be selected from any department. The employer shall pay each member of the negotiating committee her straight time hourly rate of pay for all time lost from her regularly scheduled hours of work due to attendance at negotiating meetings with the employer, excluding arbitration or joint mediation/arbitration proceedings.

The negotiating committee is a separate entity from other committees and will deal only with such matters as are properly the subject of negotiations.

7.06 Labour-Management Committee

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.

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. The employer shall pay each representative her straight time hourly rate of pay for all time lost from her regularly scheduled hours of work due to attendance at such meetings. A Union staff

member may attend as representative of the Union. Meetings shall be held at the request of the parties.

The parties have agreed to append the signed Terms of Reference for the Labour Management Committee to the renewal collective agreement.

7.07 CMI/RAI MDS 2.0 Language

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practicable after the receipt of the annual CMI/RAI MDS 2.0 (as amended) results. The Employer agrees to provide the Union Representatives with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS 2.0 (as amended) results for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS 2.0 (as amended) changes on the staffing levels in the facility, and quality care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

7.08 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the United Steelworkers of America when dealing with the Employer. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably withheld.

7.09 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 local 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 fifteen (15) minutes.

ARTICLE 8 - NO STRIKES OR LOCK-OUTS

8.01 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 9 - COMPLAINTS AND GRIEVANCES

9.01 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.

9.02 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, with or without the assistance of her steward, is first encouraged to present an oral complaint to their department head 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.

9.03 Step No. 1

The employee may submit a written grievance to their department head. 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 department head to whom the grievance was submitted shall submit the answer in writing to the Steward who presented the grievance, within seven (7) calendar days of the filing of the grievance at Step No. 1.

9.04 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 or designate. A meeting will then be held between the Administrator or designate and the grievance committee within seven (7) calendar days of receiving the written grievance. The Employee may attend this meeting. It is understood that at such a meeting the Employer may have such counsel and assistance as she may desire, and that the Union may be represented by a Staff Representative of the Union. 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 11.

9.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written mutual consent of the parties.

9.06 The Employer shall supply the necessary facilities for the grievance meetings.

9.07 In all steps of this grievance procedure an aggrieved employee, if she so desires, may be accompanied by or represented by a union steward.

9.08 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor.

ARTICLE 10 - POLICY AND GROUP GRIEVANCES

10.01 The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union or any of its officers, in writing, at Step No. 2 of the grievance procedure, by forwarding a written statement of said grievance to 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 11.

10.02 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.

10.03 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 11- ARBITRATION

11.01 Both parties to this Agreement agree that any grievance, as defined in Article 9.01, which has been properly carried through all steps of the grievance procedure outlined, and which has not been settled, will be referred to arbitration at the written request of either of the

parties, sent to and postmarked within thirty (30) calendar days of receipt of the reply at the final step.

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

11.02 The parties agree that it is their expectation that grievances will normally proceed to arbitration by method of sole arbitrator, as outlined in 11.03 a). However, each party reserves the right to require a grievance to proceed by method of a tri-partite board of arbitration, as outlined in 11.03 b) or c). Where the grievance proceeds to a tri-partite board of arbitration, the Board of Arbitration shall possess the same powers and be subject to the same limitations as a sole Arbitrator as set out in Articles 11.04 - 11.09.

It is further understood that each party retains the right to have the Minister of Labour appoint a sole arbitrator pursuant to the provisions of Section 49 of the Ontario Labour Relations Act, as that section may be amended from time to time.

- 11.03 (a) Subject to 11.03 b) and c), when either party refers a grievance to arbitration, the party shall, within the time limits set out in 11.01, propose three (3) 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.
- (b) Where the party referring the grievance to arbitration requires the grievance to proceed to a tri-partite board of arbitration, the party shall within the time limits set out in 11.01 inform the other party of the name of its nominee to the Arbitration Board. The party recipient to the notice shall, within seven (7) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within fourteen (14) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- (c) Where the recipient party to a notice of referral to arbitration by method of sole Arbitrator requires the grievance to proceed to a tri-partite board of arbitration, it shall inform the other party of the name of its nominee to the Arbitration Board within seven (7) calendar days of receipt of the referral to arbitration. The other party shall, within seven (7) days of receipt of such notice of nominee, inform the other party of the name of its nominee to the Arbitration Board. The two

appointees so selected shall within fourteen (14) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

11.04 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration shall have no power to alter, add to, delete from, modify or amend this Agreement in order to give any decision inconsistent with it.

11.05 The decision of the Arbitrator, including a decision on the arbitrability of a grievance, is final and binding upon the parties and upon any employee affected by it.

11.06 Each of the parties shall pay its own expenses including pay for witnesses which it called with respect to any arbitration proceedings and pay for any stewards or Union committee members which it required or requested to attend. The fees and expenses of the Arbitrator shall be shared equally by the parties. Where the grievance matter proceeds to a tri-partite Board of Arbitration, each party will pay the expenses of its own nominee.

11.07 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.

11.08 Any grievance settlement shall be final and binding upon the Employer, Union and employee(s) involved.

11.09 Where the grievance proceeds to a Board of Arbitration, the decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

ARTICLE 12 - DISCIPLINE

12.01 Grievance - Suspension or Discharge

In the event of an employee being discharged or suspended from employment, and the employee feeling that he/she has been discharged or suspended without just cause, the case may be taken

up as a grievance. Notwithstanding the foregoing, it is understood that the discharge of a probationary employee shall be governed by Article 13.02 (probationary employees).

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 or designate 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.

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.

12.02 All disciplinary notations, up to and including discharge, will be given in the presence of a union steward. It is understood that if a steward is not available within a reasonable period of time, the employee may have a representative of her choice who is on shift to attend. The Union chairperson shall receive a copy of the written notation of discipline.

12.03 An employee shall have the opportunity to review the contents of her personnel file in the presence of her department head or designate and the Administrator or designate at a mutually agreeable time within two (2) calendar days (excluding Saturdays, Sundays and paid holidays). A request for an extension of the timeframe in extenuating circumstances will not be unreasonably withheld. The employee may have her steward present upon her request. It is understood and agreed that an employee is not entitled to see job references.

The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.

12.04 Records of discipline shall be removed from an employee's file eighteen (18) months following the receipt of such discipline, provided that the employee's disciplinary record has remained discipline free over the eighteen (18) month period. Notwithstanding the foregoing, records of discipline involving resident abuse shall only be removed from an employee's file twenty-four (24) months following the receipt providing the employee's disciplinary file has remained discipline free. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period, or the twenty-four (24) month period, as applicable.

12.05 The parties agree that the residents have a right to live in an environment free from abuse. For this reason, the parties agree to assist one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost during such investigation. This reflects the understanding of the parties that an

employee will be considered innocent of all allegations until an investigation is complete. Nothing in this language will abrogate from the Union's right to file a grievance on behalf of any employee who has been disciplined or discharged, subject to Article 13.02. The Employer agrees that when an employee is sent home with pay pending investigation and a steward or Union Committee person is on site, the steward or Union Committee person will be present at the time the employee is sent home. If neither a steward or Union Committee person is on site, the Employer will send the employee home and will advise a steward or Union Committee person of such no later than the next day and if neither a steward or Union Committee person is at work the next day the Employer will call and speak with the Union Chairperson or designate at home or leave a voice message on her home number.

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

All persons involved in an investigation shall keep confidential any information obtained during an investigation until such time as the investigation is complete and action if any is taken, except and only to the extent is necessary for the proper completion of the investigation. There will be no retribution against any employee who in good faith reports an alleged incident of resident abuse.

ARTICLE 13- SENIORITY

13.01 (a) Definition of Seniority and Basis of Accumulation

1. Seniority is a ranking of employees and shall be a factor in promotions, transfers, job postings, demotions, layoffs, recalls, and scheduling as provided for in the express provisions of the collective agreement.
2. Seniority for employees who are regularly scheduled to work seventy-five hours bi-weekly, exclusive of unpaid meal periods, **shall be based on length of employment since last date of hire**, except as expressly provided otherwise in the collective agreement.
3. Seniority for employees who are regularly scheduled to work less than seventy-five hours biweekly, exclusive of unpaid meal periods, shall accumulate on the basis of hours paid by the Employer since last date of hire, except as expressly provided otherwise in the collective agreement. Eighteen hundred (1800) hours paid by the Employer is equivalent to one year of seniority.

4. Note: Employees who are regularly scheduled to work less than seventy-five hours bi-weekly as of April 19, 2001 will be credited with past seniority on the basis of the following formula:

Calendar Years of Service (as of last date of hire) X 1800 hours =
Hours of past seniority credit

It is understood that this formula applies for prior seniority credit only and does not apply for prior service credit for purposes of wage or vacation grid entitlement or any other service-related entitlement.

(b) Definition of Service and Basis of Accumulation of Service

1. Service shall be used to determine an employee's entitlement to compensation related benefits such as vacation entitlement, salary increment, wage grid level entitlement, as provided for under the express provisions of the collective agreement.
2. Employees who are regularly scheduled to work seventy -five (75) hours bi-weekly, exclusive of unpaid meal periods, shall accumulate service on the basis of last date of hire, except as expressly provided otherwise under the terms of this collective agreement. Service for wage grid progression shall be in accordance with Article 27.02.
3. Employees who are regularly scheduled to work less than seventy- five (75) hours bi-weekly exclusive of unpaid meal periods shall accumulate service on the basis of hours paid by the Employer, except as expressly provided otherwise under the terms of this collective agreement. Eighteen hundred (1800) hours paid by the Employer is equivalent to one year of service. Service for wage grid progression shall be in accordance with Article 27.02.

(c) Transfer of Seniority

Effective April 19, 2001 and for transfers effective on or after the said date, an employee whose status is changed from that of an employee regularly scheduled to work less than seventy-five hours bi-weekly to that of an employee regularly scheduled to work seventy-five hours bi-weekly shall receive credit for her prior seniority on the basis of one (1) year for each eighteen hundred (1800) hours of prior seniority.

Effective April 19, 2001 and for transfers on or after the said date, an employee whose status is changed from that of an employee who is regularly scheduled to work seventy-five hours bi-weekly to that of an employee regularly scheduled to work less than seventy-five hours bi-weekly shall receive eighteen hundred (1800) hours of seniority for every full year of prior seniority.

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

13.02

Probationary Period

The probationary period for full-time employees shall be four hundred and thirteen (413) hours worked. The probationary period for part-time employees shall be four hundred and thirteen (413) hours worked or six (6) calendar months, whichever comes first. Employees shall not accumulate seniority during the probationary period; however, upon successful completion of the probationary period, the employee will be credited with seniority for the probationary period.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except as expressly provided otherwise in this agreement and except with respect to discharge. The discharge of a probationary employee shall be at the sole discretion of the Employer.

13.03

Seniority List

- (a) A seniority list will be developed and posted in January and July of each year, showing the employee's name and classification. For employees who are regularly scheduled to work seventy-five hours bi-weekly, the seniority list shall set out the employee's last date of hire and seniority date. For employees who are regularly scheduled to work less than seventy-five hours bi-weekly, the seniority list shall set out the employee's accumulated seniority hours. A copy of the list will be sent to the Unit Chairperson.

When the seniority list is prepared, a list of the names and addresses of employees will be sent to the area office of the Union.

- (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.

13.04 Seniority Re Transfer Outside of the Bargaining Unit

An employee who is transferred to a position outside the bargaining unit (other than a position covered by the collective agreement with ONA) 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.

13.05 Accumulation of Seniority and Service

Seniority and service shall be retained and accumulated when an employee is absent from work under the following conditions:

- (a) when on approved leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) when on pregnancy or parenting leave.
- (d) when on Union leave as per Article 25.03.

Seniority only and not service shall be retained and accumulated when an employee is:

- (e) absent from work and in receipt of WSIB as the result of a workplace injury or illness incurred while in the employment of the Employer for a period of thirty-two (32) months;
- (f) absent from work and in receipt of payments under the sick leave plan.

The Union and the Employer agree to abide by the Human Rights Code.

13.06 Retention of seniority and service

Seniority and service shall be retained but not accumulated when an employee is absent from work under the following conditions:

- (a) when on an approved leave of absence without pay, not provided for in 13.05 (b) above;

- (b) when absent due to layoff for a period of thirty-two (32) calendar months;
- (c) when on sick leave of absence for a period up to thirty-two (32) calendar months.

The Union and the Employer agree to abide by the Human Rights Code.

13.07

Loss of Seniority and Employment Status

An employee shall lose all seniority and shall be deemed terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than thirty-two (32) calendar months;
- (e) retires;
- (f) is in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for a period in excess of thirty-two (32) months and there is no reasonable likelihood the employee will return to work in the reasonable future;
- (g) when on sick leave of absence for a period in excess of thirty-two (32) months and there is no reasonable likelihood the employee will return to work in the reasonable future;
- (h) fails upon being notified of a recall to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and/or fails to report to work within fourteen (14) calendar days after she has received the notice of recall, except where there is a reason that is acceptable to the Employer for the failure to respond and/or report to work;
- (i) utilizes a leave of absence for purposes other than those for which the leave may be granted;

- (j) fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
- (k) engages in gainful employment during a leave of absence.

The Union and the Employer agree to abide by the Human Rights Code.

13.08

Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the health and welfare benefits for full-time employees for the calendar month in which the leave commences and in the month immediately following. This provision shall also apply to those part-time employees as defined in accordance with Article 22.01 a) and 22.02 to the extent of the Employer's share of billed premiums for the Extended Health Care Plan and Group Life Insurance benefits.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the full-time employee, or a part-time employee as provided for in (a) above, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for full-time employees, and those part-time employees as provided for in (a) above, who are on paid leave of absence, pregnancy or parental leave, or WSIB. It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue for up to twenty-four months.

Notwithstanding the above, the Employer shall continue its share of the premium for the benefit plans for full-time employees who are in receipt of payments under the sick leave protection plan.

- (e) It is understood that an employee who chooses to continue benefits under a), b) or d) above shall provide the employer with payment for the amount required on or before the fifteenth (15th) day of the month in which payment is due.

The Union and the Employer agree to abide by the Human Rights Code.

ARTICLE 14 - LAY-OFF AND RECALL

14.01 Notice to Union and Employees of Long Term Layoff

In the event of a pending lay-off of a permanent or long-term nature, the Home will:

- (a) Provide the Union with six (6) calendar weeks written notice, which notice is to be provided to the Unit Chair and also sent to the Union Area Office.
- (b) Meet with the Union if requested to review the following:
 - i) the reasons causing the lay-off;
 - ii) the service which the Home will undertake after the lay-off;
 - iii) the method of implementation, including areas of cutback and the employees to be laid off.

It is understood that permanent or long-term nature means a lay-off which will be longer than eight (8) weeks.

- (c) Where in a restructuring, the Employer proposes to reduce the number of full-time positions due to operating requirements, the Employer will provide notice to the Union in accordance with Article 14.01 and will meet with the Union to fully review the circumstances and rationale. The Employer will consider any representations made by the Union
- (d) In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with a minimum of two (2) weeks notice or such greater notice as provided under the Employment Standards Act.

14.02 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 there 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, as required by law, 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 one percent (1%) 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) The decision of the employee to choose (i), (ii) or (iv) above shall be given in writing to the administrator within three (3) calendar days (excluding Saturday, Sunday and paid holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

14.03

Recall Rights

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

required by law to perform the work. Notwithstanding this provision, it is understood that job posting requirements apply prior to the exercise of the recall rights and notwithstanding the existence of layoff notices.

- 14.04 For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged.

For the purposes of this provision, 1800 hours seniority for employees regularly scheduled to work less than 75 hours biweekly is equivalent to one calendar year of seniority for employees who are regularly scheduled to work 75 hours biweekly.

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.

- 14.05 Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the Grievance Procedure.
- 14.06 An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- 14.07 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.
- 14.08 It is the sole responsibility of the employee who has been laid off to notify the employer of his intention to return to work within seven (7) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within fourteen (14) calendar days. 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. The employee is solely responsible for his proper address being on record with the Employer.

ARTICLE 15- JOB POSTING

- 15.01 Permanent Job Postings

Subject to Article 15.11 below, 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 initial vacancy on the bulletin board for a minimum of seven (7) calendar days in order that employees may make written application thereto. Subsequent vacancies shall be posted for four (4) calendar days (not including Saturdays, Sundays and statutory holidays).

- 15.02 The job posting shall stipulate the classification, department, wage rate or range, bi-weekly hours if applicable, and qualifications.
- 15.03 Where an employee will be absent on vacation, she may indicate in writing to her Department Head her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting. The employee must be reasonably available to fill the vacancy.
- 15.04 Until the vacancy is filled resulting from the job posting provisions, the shifts will be filled on the basis of seniority to qualified part-time employees within the classification who are available, able and willing to work the extra shifts.
- 15.05 If no applications are received by 10:00 A.M. of the last day of the posting procedure, the Employer may proceed to fill the position from outside the bargaining unit.
- 15.06 If no seniority employee among the applicants has the required qualifications, skills and ability to perform the work, the Employer may fill the position from any source available.
- 15.07 In all cases of job postings under this Article, in the event that two (2) or more employees apply who are qualified for the job without training other than reasonable orientation, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy.
- 15.08 The successful applicant shall be notified and their name will be posted on the bulletin board with a copy to the Unit Chairperson.
- 15.09 The successful applicant to a job posting shall be placed on trial for a period of three hundred and thirty-seven and one-half (337.5) working hours, during which time she shall be provided with reasonable orientation. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three hundred and thirty-seven and one-half (337.5) working hours. In the event that

the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to return to her former position, she shall be returned to her former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

- 15.10 The job posting requirements apply prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.

Any employee on layoff will be notified of the job posting and given an opportunity to apply. It is the responsibility of the employee to ensure that his/her address or other notification details are kept current with the Employer and that the employee responds within the posting period.

- 15.11 Temporary Job Postings

A temporary vacancy which is reasonably expected to be for two (2) calendar months 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 to a full-time or part-time temporary vacancy, the said employee shall retain his/her particular part-time status and particular part-time benefit status during the temporary vacancy period.

Subsequent temporary vacancies shall be posted for four (4) calendar days (not including Saturdays, Sundays, and statutory holidays).

Temporary vacancies anticipated to be less than two (2) calendar months duration shall not be posted, unless otherwise agreed between the Employer and the Union. Such vacancies may be filled at the discretion of the Employer by offering shifts on the basis of seniority to qualified part time employees in the classification who are available, able and willing to work the extra shifts. A part-time employee (s) filling the shift(s) shall retain his/her particular part-time status. It is understood, however, that where such vacancies occur on short notice, failure to offer said employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.

- 15.12 An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of his/her temporary position, except as provided for below:

- i) A part-time employee filling a part-time temporary vacancy will be permitted to bid on a full-time temporary vacancy that becomes available during the part-time temporary vacancy; or
- ii) With the permission of the Administrator.

15.13 It is understood that an employee who fills a temporary vacancy will not be allowed to combine or retain her regular position or hours of work during the temporary vacancy.

ARTICLE 16 - HOURS OF WORK AND SCHEDULING

16.01 The normal hours of work for an employee are not a guarantee of hours of work per day or per week, or a guarantee of the number of days of work per week or bi-weekly period.

16.02 The normal hours of work for a full-time employee, shall be seven and one-half (7-1/2) hours per day exclusive of a one-half (1/2) hour unpaid meal period and seventy-five (75) hours in a bi-weekly period exclusive of unpaid meal periods.

16.03 Employees will be eligible for a one half (1/2) hour unpaid meal break during shifts of greater than five (5) hours duration, at a time scheduled by the Employer.

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.

16.04 An employee shall be permitted a fifteen (15) minute rest period for shifts of four (4) hours or greater duration, but less than seven and one-half hour duration, at a time to be determined by the Employer. An employee who works a full seven and one-half hour shift, exclusive of unpaid meal periods, shall be permitted two (2) fifteen (15) minute rest periods, at times determined by the Employer.

16.05 The Department Head shall post the work schedule two (2) weeks in advance to cover a four (4) week period. Any employee's request for time off must be submitted in writing to the Department Head one week in advance of the posting of the work schedule and is subject to the discretion of the Department Head or her designate, which approval shall not be unreasonably withheld.

It is understood that except as provided for below, in the normal course once the work schedule is posted, the Employer shall not change an employee's posted schedule without the employee's consent, which consent shall not be

unreasonably withheld by the employee.

Notwithstanding the foregoing it is understood that the Employer may change the posted schedule without an employee's consent in the following circumstances:

- i) In those extenuating circumstances (i.e. medical outbreak amongst residents and/or staff or serious illness affecting a number of residents and or staff) in which it is necessary for resident care and the Employer has first attempted to secure staff at straight time rates of pay through the call-in process;
- ii) A clerical error was made in the posted schedule, provided that the error is noted by the first effective date of the posted schedule;
- iii) A shift was overstaffed provided that the error is noted by the first effective date of the posted schedule;
- iv) An employee who has been absent on WSIB or sick leave provides the Employer with 72 hours notice that she is able to return to work. Where the Employer has already replaced the employee's shifts beyond the 72 hours notice, the Employer will cancel the shifts of the replacement employees beyond the 72 hour notice period. Such cancellation will not be a violation of the collective agreement and the Employer will not be liable to the replacement employees for compensation for the cancelled shifts. The Employee returning from WSIB or illness will not be able to return with less than 72 hours notice unless the Employer has not replaced the shifts and will not be compensated for the 72 hour notice period.

It is understood that in instances other than WSIB or illness or pregnancy and parental leave, as governed under Article 25.06 c), where an employee is able to return earlier than anticipated from a leave of absence and the Employer has filled her shifts, the replacement employee(s) will be entitled to retain the replacement shifts and the employee returning will not be able to return until the expiry of the posted schedule, except for purposes of being called for call-ins.

16.06 Without limiting the proper operation of the Nursing Home, the Employer will endeavour to:

- (a) Schedule employees on the posted work schedule, including any assigned replacement shifts, to work no more than seven (7) consecutive days unless mutually agreed between the Employer and the employee. It is understood that

call-ins are not subject to this provision, nor are approved shift exchanges initiated by the employees.

(b) Schedule an employee off for at least two (2) consecutive days at either Christmas or New Year's on a rotating basis from year to year, provided that the Employer can meet its scheduling requirements. One of the days will include either Christmas Day or New Year's Day, as applicable.

Normal scheduling provisions shall not operate during the period December 15th to January 7th.

16.07 In the event that employees on their own accord wish to exchange scheduled working days with other qualified employees, requests for change in posted work schedules must be submitted in writing to the employee's Department Head or designate at least three (3) days in advance and co-signed by the employee willing to exchange shifts. In circumstances where it is not possible to submit the request three (3) days in advance, the employee will submit the request as much in advance as possible with no less than twenty-four (24) hours advance notice. Such changes are subject to the approval of the Department Head or designate; approval shall not be unreasonably withheld. 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.

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.

Both of the employees who are involved in a shift exchange are committed to working their respective exchanged shift(s) and cannot trade or exchange that shift unless due to sickness or other unforeseen circumstance. It is understood, however, that where the Employer has approved a permanent shift exchange between two employees, the employees subject to the permanent shift exchange may still exchange the shift(s) that they assumed under the permanent shift exchange on an 'ad hoc only basis' and provided that they are still committed to, and honouring, the working of the permanent shift exchange.

16.08 Scheduling issues are an appropriate topic for discussion by the Labour Management Committee.

16.09 In the event the Employer plans to change a vacant full-time position to a part-time position, it will advise the Union and discuss its plans with them.

So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

16.10 Daylight Savings Time

Where there is a change to Daylight Savings from Standard Time or vice versa, an employee who is scheduled and works a full shift shall be paid straight time for the exact number of hours worked during the shift with the understanding that the working and payment of the eight and one-half (8.5) hour shift will not result in the payment of either daily or biweekly overtime.

16.11 The Employer will schedule an employee off for at least eight (8) hours between Scheduled shifts on the posted Work Schedule including posted replacement shifts.

ARTICLE 17 - OVERTIME AND PREMIUM PAYMENTS

17.01 Overtime shall be paid for all hours worked over seven and one half hours on a shift or over seventy-five (75) hours bi-weekly at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay provided that all such time has been authorized by the department head or designate.

17.02 When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1-1/2) times her regular straight time hourly rate and she is required to work additional hours in excess of seven and one-half (7-2) hours on that day, she shall receive two (2) times her regular straight time hourly rate for such authorized additional hours worked.

17.03 There shall be no pyramiding or duplicating of overtime premiums, holiday pay premiums, or any other benefits or premium rates.

17.04 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.

17.05 The parties recognize that the obligation to residents will make overtime necessary from time to time. The Employer will first take all reasonable efforts to secure voluntary replacements for absent employees and employees shall not refuse to work overtime where such refusal could result in jeopardy to the health or safety of residents.

17.06 (a) Overtime shifts shall, as far as practically possible, be divided evenly amongst available employees within the classification on which the overtime is required on the basis of rotational seniority.

(b) Notwithstanding the 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 the same classification who are on the job at the time, with the most senior employee being given the preference, provided they are ready and able to do the work.

17.07 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.

17.08 Article 17.07 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.

17.09 Where the Employer makes it mandatory for an employee to return to work after leaving the Nursing Home premises upon completion of her shift, such employee will receive a minimum of four (4) hours pay at her straight time rates, or actual hours worked at time and one-half (1 ½) her 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.

17.10 Shift Premium

An employee who is required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of fifteen cents (\$0.15) for each hour worked on the evening or night shifts only. Shift premium will not form part of the employee's straight time hourly rate of pay.

17.11 Effective August 23, 2008 introduce a weekend premium of fifteen (.15) cents per hour for all hours worked between Friday at 2230 hours to Sunday at 2230 hours.

17.12 If an employee is required to work two (2) consecutive full shifts she shall be supplied a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).

17.13 Where the Employer schedules an employee off on a holiday listed in Article 18 in circumstances in which the employee would otherwise have been scheduled to work on the day, then the employee will be considered to have worked her regularly scheduled hours on the holiday for purposes of calculation of overtime eligibility.

17.14 Where the Employer offers an employee a call-in shift within one-half hour (1/2) hour of the starting time of the shift and the employee accepts the call-in shift and arrives within fifteen (15) minutes of the start of the shift, the employee will be paid for the entire shift provided:

- a) the Employer has not otherwise covered the period of time from the commencement of the shift to the employee's arrival through overtime or otherwise, and
- b) the employee completes the shift for which she was called in.

ARTICLE 18 - PAID HOLIDAYS

18.01

(a) Full-time employees who have completed three calendar months of employment and who otherwise qualify in accordance with Article 18.03 shall receive the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada (Dominion) Day	Boxing Day
Heritage Day (3 rd Monday in February)	Civic Holiday

(b) In addition to the holidays in Article 18.01 (a), a full-time employee who works a minimum of six (6) months in a calendar year shall be entitled to two floating holidays in that calendar year, to be taken on date(s) that are mutually satisfactory to the employee and to the Administrator or designate. It is understood that the floating holidays cannot be taken in the period of December 15th to January 7th.

18.02 If another Federal, Provincial or Municipal holiday shall be proclaimed during the term of this Agreement, such additional proclaimed holiday shall replace the Heritage Day (3rd Monday in February) holiday referred to in Article 18.01 (a) above.

18.03 (a) In order to qualify for pay for a holiday listed under Article 18.01 or 18.02, a full-time employee must work her full scheduled tour immediately preceding and immediately following the paid holiday.

When an employee is absent from her scheduled tour immediately preceding and/or immediately following the paid holiday due to illness as verified by a medical doctor's certificate, if required by the employer, the employee will qualify for pay for the holiday.

(b) Notwithstanding any of the above, it is understood that where an employee is on an unpaid leave of absence of less than thirty (30) continuous calendar days and the employee has otherwise qualified for the holiday in accordance with 18.03 a), the employee will be eligible for no more than one (1) day's holiday pay during such leave of absence. Where the unpaid leave of absence exceeds thirty (30) continuous calendar days, the employee will not qualify for holiday pay in accordance with Article 13.08.

18.04 Pay for Worked Holiday Entitlement

(a) Full-time employees will be paid at the rate of one and one-half (1-1/2) times their applicable regular rate of pay for all hours worked on paid holidays listed in paragraph 18.01a). In addition, if the full-time employee qualifies for pay for a holiday in accordance with Article 18.03, the full-time employee shall, at her option, be granted a lieu day with pay to be taken within sixty (60) days following the holiday on a day mutually satisfactory to the full-time employee and the Administrator or her designate, or holiday pay based on her regular straight time hourly rate of pay. The employee shall request her lieu day at least one (1) week in advance of the posting of the schedule in which the requested lieu day falls. It is understood that lieu days cannot be taken between the period from December 15th to January 7th.

(b) A full-time employee who otherwise qualifies for holiday pay in accordance with Article 18.03 and who is scheduled to work on the designated holiday shall forfeit all entitlement to holiday pay if she does not report as scheduled unless due to illness verified by a medical certificate from a qualified medical practitioner, or other extenuating circumstances satisfactory to the employer.

A full-time employee who qualifies for holiday pay for a holiday for which she was scheduled to work and who is ill on the holiday as verified by a medical certificate from a qualified medical practitioner shall not receive sick pay in addition to the lieu day.

18.05 Holiday Falling on Day Off

If any of the holidays named in 18.01 (a) falls on a regular day off of a full-time employee and the full-time employee qualifies for holiday pay in accordance with Article 18.03, the full-time employee shall, at her option, be granted a lieu day with pay to be taken within sixty (60) days following the holiday on a day mutually satisfactory to the full-time employee and the Administrator or her designate, or holiday pay based on her regular straight time hourly rate of pay. The employee shall request her lieu day at least one (1) week in advance of the posting of

the schedule in which the requested lieu day falls. The same rules respecting the scheduling of the lieu day as set out in Article 18.04 (a) apply.

18.06 Holiday Falling During Vacation

If any of the holidays listed in 18.01 (a) fall during a full-time employee's vacation and the full-time employee qualifies for pay for the holiday in accordance with Article 18.03, the full-time employee's vacation shall be extended accordingly, unless the employee and the Administrator or her designate mutually agree to schedule a different lieu day off with pay to be taken within sixty (60) days following the holiday on a day mutually satisfactory to the full-time employee and the Administrator or her designate. The employee shall request her lieu day at least one (1) week in advance of the posting of the schedule in which the requested lieu day falls. It is understood that the lieu day cannot be scheduled during the period of December 15th and January 7th.

18.07 Definition of Day of Holiday

For the purpose of clarity, a holiday is defined as the 24-hour period that commences at 0001 on the date of the holiday and ends at 2400 hours on the date of the holiday.

18.08 Any employee who works on any of the designated holidays listed in Article 18.01a) shall receive one and one-half times (1/2 X) pay for all hours worked on the holiday.

ARTICLE 19 - VACATIONS

19.01 For the purposes of calculating eligibility, the vacation year shall be from January 1 to December 31.

19.02 For full-time employees, vacation pay will be paid on the regular pay period applying to the period for which leave is taken. Any vacation pay not used will be paid at the end of the vacation year.

19.03 Part-time employees shall receive vacation entitlement on the basis of 1800 hours paid equals one year of service.

Part-time employees will receive their vacation pay bi-weekly on each pay. Effective January 1, 2004, part-time employees will cease receiving vacation pay bi-weekly. Effective in the 2004 calendar year and subsequently, part-time employees will be paid their vacation pay on the first regular pay in June and on the first regular pay in December. Vacation pay will not be paid on prior vacation pay paid to the employee and "gross earnings" for the purposes of Article 19.06 will be defined accordingly.

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

- (a) A full-time employee who has completed one (1) or more years of service, but less than three (3) years, as of December 31st shall be entitled to an annual vacation of two (2) weeks with pay at her regular straight time hourly rate the following vacation year.
- (b) A full-time employee who has completed three (3) or more years of service, but less than eight (8) years, as of December 31st shall be entitled to an annual vacation of three (3) weeks with pay at her regular straight time hourly rate the following vacation year.
- (c) A full-time employee who has completed eight (8) or more years of continuous service, but less than eighteen (18) years, as of December 31st shall be entitled to an annual vacation of four (4) weeks with pay at her regular straight time hourly rate the following vacation year.
- (d) A full-time employee who has completed eighteen (18) or more years of continuous service, but less than twenty-five (25) years, as of December 31st, shall be entitled to an annual vacation of five (5) weeks with pay at her regular straight time hourly rate the following vacation year.

Effective January 1, 2009, a full-time employee who has completed Sixteen (16) or more years of continuous service, but less than twenty-five (25) years as of December 31st, 2008, and as of each subsequent December 31st, shall be entitled to an annual vacation of five (5) weeks with pay at her regular straight time hourly rate the following vacation year.

- (e) A full-time employee who has completed twenty-five (25) or more years of service as of December 31st shall be entitled to an annual vacation of six (6) weeks with pay at her regular straight time hourly rate the following vacation year.

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.

19.06 Part-time employees shall accrue vacation entitlement and receive vacation pay as follows:

- (a) A part-time employee who has completed 1800 hours service, but less than 5400 hours of service, as of December 31st, shall receive 4% of gross earnings the following vacation year.

(b) A part-time employee who has completed 5400 hours service, but less than 14,400 hours of service, as of December 31st shall receive 6% of gross earnings the following vacation year.

(c) A part-time employee who has completed 14,400 hours of service, but less than 32,400 hours of service, as of December 31st, shall receive 8% of gross earnings.

(d) A part-time employee who has completed 32,400 hours of service, but less than 45,000 hours of service, as of December 31st, shall receive 10% of gross earnings the following vacation year.

Effective January 1, 2009, a part-time employee who has completed 28,800 hours of service, but less than 45,000 hours of service as of December 31st 2008, and as of each subsequent December 31st, shall receive 10% of gross earnings the following vacation year.

(e) A part-time employee who has completed 45,000 hours of service or more as of December 31st shall receive 12% of gross earnings the following vacation year.

(f) Part-time employees shall receive vacation entitlement on the basis of eighteen hundred (1800) hours paid equals one year of service.

A part-time employee whose status is altered to full-time will be given credit for service for vacation purposes on the basis of eighteen hundred (1800) paid hours being equivalent to one (1) year of full-time service and vice-versa. In addition, an employee whose status is altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

19.07

(a) Employees requesting vacation time off must submit their vacation requests to their Department Head or designate by April 1 of each year.

(b) The choice of vacation period for those employees who have submitted their vacation request in a timely fashion as per (a) above shall be based on the selection by the employee according to seniority but shall be finally determined by the department head or designate, having due regard to the proper operation of the facility and the Employer's staffing requirements.

The department head will confirm whether the employee's requested vacation period can be granted by May 15 for vacations during the period from June to September, and by June 15 for the remaining months.

(c) It is understood that the scheduling of vacation takes priority over the scheduling of lieu days, float holidays, or requests for time off.

(d) Employees requesting vacation after the cut-off date specified in (a) above must submit their request to the Department Head or designate at least two (2) weeks in advance of the posting of the work schedule in which the requested vacation time falls. Such vacation will be granted on a first come, first serve basis but shall be finally determined by the Department Head or designate having due regard to the proper operation of the facility and the Employer's staffing requirements.

However, it is expressly understood that employees who filed a timely vacation request in accordance with (a) above will receive priority consideration for their vacation requests, and an employee submitting such a late request cannot utilize her seniority to displace any employee who submitted a timely request.

19.08 It is understood that there shall be no vacation granted during the period of December 15th and January 7th.

19.09

- a) Subject to a 19.09 b), full-time employees are entitled to take up to one week of their vacation entitlement in single days.
- b) Full-time employees who are entitled to five (5) weeks of vacation will be entitled to take up to two (2) weeks of their vacation entitlement in single days provided that this second week of single vacation day entitlement cannot be taken on the employee's scheduled weekends of work.
- c) Part-time employees with master line rotations will be able to take up to one (1) week of their vacation in single days provided that the single days cannot be taken on the employee's scheduled weekends of work.
- d) It is understood that vacation requests in minimum one (1) calendar week blocks take priority over vacation requests for single days or combinations of single days.

19.10 Vacations - Interruption

i) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.

ii) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.

iii) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

19.11 Vacations are not cumulative from year to year and cannot be carried over from year to year.

19.12 Full-time employees may not waive vacation and/or draw double pay. If a full-time employee does not by September 1st schedule all of her vacation entitlement the Administrator or designate will schedule the employee's vacation.

ARTICLE 20 - SICK LEAVE PLAN

20.01 Income protection is payable when a full time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Safety and Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of illness.

(i) The Employer will pay 100% of the billed premium for a weekly indemnity plan covering legitimate personal illness or injury up to the end of the 2nd calendar week of such illness or injury. Payment under the weekly indemnity plan will be 70% of straight time scheduled wages lost.

(ii) The Employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top-up these benefits to 70% of straight-time wages. In the event the Employee does not qualify for E.I. sick leave benefits by reason of lack of adequate contributions, she shall receive 70% of her straight time wages for weeks 3 through 17 of any legitimate illness of injury but shall not be eligible for benefits under (iii) below.

(iii) The Employer will pay 100% of the premium for a weekly indemnity plan covering legitimate personal illness or injury for weeks 18 through 30 of such illness or injury. Payment under weekly indemnity will be 70% of scheduled straight time wages lost.

20.02 Employees who have accumulated sick leave credits under the former sick leave plan (referred to in this article as sick leave credits will be entitled to use and exhaust these credits, if any, for absences due to legitimate illness or injury prior to commencing the Weekly Indemnity Plan as set out above. In addition, the employee may utilize sick leave credits for medical appointments, as per past practice.

20.03 It is understood that this benefit commences, like all other insurances, after the third month of employment.

20.04 An employee may be required to produce proof of disabling sickness or injury in the form of a medical certificate from a qualified medical practitioner for any absence. The Employer's right to request a medical certificate for an absence of less than three (3) days' duration will not be unreasonably exercised.

This provision applies to all employees.

20.05 The Employee's share of the Employer's E.I. premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

ARTICLE 21 - HEALTH AND WELFARE INSURED BENEFITS

The Employer shall provide to each person a copy of the current information booklets for the Weekly Indemnity Plan under Article 20 and for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

Any grievance arising from the interpretation, application and/or administration of the health and welfare and weekly indemnity benefits shall be resolved as follows:

- (a) the Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.

(f) The arbitrators for this process shall be Reva Devins and Deena Baltman. In the event that the parties mutually agree upon the appointment of a different arbitrator, then the agreed arbitrator may be appointed.

If additional arbitrators to R. Devins and D. Baltman are necessary, Martin Teplitsky shall remain seized to appoint these, if the parties are unable to agree

(g) the arbitrator shall render a decision with ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.

(h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured

(i) this process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

(j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.

(k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.

(l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

Note: Any such dispute already under way, in respect of which an arbitrator has not been appointed shall proceed under this process. This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall also apply to insured benefits.

21.01 The parties agree that during the term of this collective agreement, the Employer will maintain the insured benefit plans which are currently available for full-time employees. These benefits are outlined below for information purposes only. For details of the coverage of

the Plans, any deductibles, co-insurances, caps etc., reference is to be had to the information booklet, which has been provided to the Union.

21.02 Life Insurance

The Employer agrees to contribute 100% of the billed premium towards coverage of eligible full-time employees under the current Group Life Insurance Plan providing \$20,000.00 term life insurance. Effective March 1, 2014, the life insurance coverage will be increased to \$30,000.

21.03 EHC

The Employer agrees to contribute 80% of the billed premium towards coverage of eligible full-time employees under the current Extended Health Care Plan.

The Extended Health Care Plan shall provide for a Hearing Aide benefit with a maximum of \$300.00 per insured individual in each five (5) year period.

The Employer shall contribute 80% of the billed premium towards coverage of eligible full-time employees under a Vision Care Plan providing coverage of \$100/24 months which will not be subject to co-insurance. Effective the first of the month following the date of the award (i.e. December 1, 2012), increase coverage to \$160/24 months.

The Drug Plan will provide for generic equivalent product unless the prescription contains a written direction from the physician that the prescribed drug is not to be substituted with another product.

The Extended Health Care Plan will be subject to a 90% co-insurance plan, save and except for the Drug Plan which is subject to an 80% co-insurance plan.

The Employer will introduce a Drug Card (with positive enrolment included) providing for a \$7.50 cap on reimbursement on the dispensing fee and a \$1.00 deductible per prescription. The existing \$10/\$20 deductible will now apply to the balance of the EHC and not the Drug Plan. The Employer will endeavour to introduce this Drug Card by February 2010 or as soon thereafter as is possible.

21.04 Dental Plan

The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible full-time employees under the current Dental Plan.

The current Dental Plan is amended so that Flouride treatment will be covered only for persons under the age of the 18 years

21.05 The Employer may substitute another carrier for any of the foregoing plans (other than O.H.I.P.) provided that the level of benefits conferred thereby are not decreased.

The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

21.06 The Employer agrees, during the term of the Collective Agreement, to contribute on behalf of participating eligible full-time employees who have completed three (3) months of employment in the active employ of the Employer towards the premium coverage under the insurance plans set out above subject to their respective terms and conditions including any enrolment requirements.

21.07 Benefits post Age 65

Employees who continue to be employed past age 65 and until age 70 shall be eligible for the following benefits under the same cost sharing basis as active employees:

21.02 – Reduce life insurance and AD&D by 50%

21.03 – EHC & Vision Care

21.04 – Dental

20. 01 i) First two weeks of the short term sick leave only will apply

Once an employee reaches age 70 she will no longer be eligible for participation in the above-listed benefit plans and will instead receive the in-lieu payment available to part-time employees under Article 22.03.

Where legislation or the Plan prohibits an employee from contributing to the Pension Plan because of age, an amount equivalent to the deductions in Article 28.02 will be directed to a Mutual Fund of the employee's choice.

ARTICLE 22- PART-TIME BENEFITS

22.01 For the purposes of this part-time benefit Article, there are two separate categories of part-time employees:

(a) employees who are regularly scheduled to work forty-five (45) hours or more but less than seventy-five (75) hours biweekly exclusive of unpaid meal periods, as averaged over a four (4) week schedule. The benefit entitlement of these employees is provided for in Article 22.02.

(b) employees who are regularly scheduled to work less than forty-five (45) hours biweekly exclusive of unpaid meal periods, as averaged over a four week work schedule. The benefit entitlement of these employees is provided for in Article 22.03.

22.02 (a) The following provision applies to employees as defined in Article 22.01 a) above:

Employees as defined in 22.01 (a) above who have completed three (3) months of employment will receive five and one-half percent (5 1/2%) of their straight time hourly rate of pay in lieu of all fringe benefits, health and welfare benefits, sick pay allowance, weekly indemnity, and holiday pay, save and except extended health care coverage, life insurance, vacation pay, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, shift premium, overtime, pension plan contributions, and wages.

Employees as defined in 22.01(a) above will be covered under the following benefits:

- Extended Health Care Plan under Article 21.03, with the Employer contributing 62% of the billed premium.

- Vision Care Plan coverage under 21.03 with the Employer contributing 62% of the billed premium.

- Group Life Insurance Plan outlined in Article 21.02, with the Employer contributing 100% of the billed premium.

Employees must be eligible according to the terms of the plan.

[Articles 21.00, 21.01, 21.05 and 21.06 will apply to the coverage of these employees under the Extended Health Care Plan and Group Life Insurance Plan.]

It is understood that the in-lieu payment does not form part of the straight time hourly rate of pay and will not be included for the purpose of calculating any premium or overtime payments.

Employees as defined in 22.01 (a) who continue to be employed past age 65 and until age 70 shall be eligible for the following benefits under the same cost sharing basis as active employees within this category:

- Reduce life insurance and AD&D by 50%
- EHC & Vision Care
- In-Lieu payment as provided for under this section, 22.02

Once an employee reaches age 70 she will no longer be eligible for participation in the above-listed benefit plans or the in-lieu payment

under 22.02 but will instead receive the in-lieu payment available to part-time employees under Article 22.03.

Where legislation or the Plan prohibits an employee from contributing to the Pension Plan because of age, an amount equivalent to the deductions in Article 28.02 will be directed to a Mutual Fund of the employee's choice.

22.02 (b) Where as a result of a layoff a full-time is laid off to the status of a part-time employee who is regularly scheduled to work 67.5 hours or more bi-weekly, the employee will be not receive benefits under this Article 22 but will be accorded the holiday, sick leave and health and welfare benefit coverage of a full-time employee as amended as follows:

- **Article 18:** If the employee qualifies for holiday pay or for a lieu day with pay under the provisions of Article 18, the employee's holiday pay or pay for the lieu day will be pro-rated in accordance with the employee's regular scheduled hours of work. For example, where the employee is laid off to the status of a part-time employee regularly scheduled to work 67.5 hours biweekly, the employee will be paid holiday pay and pay for a lieu day on the basis of 6.75 hours, not on the basis of 7.5 hours.
- **Article 19:** The employee will be paid out vacation pay in accordance with 19.02, with it understood that the employee's vacation with pay will be pro-rated in accordance with the employee's regular scheduled hours of work. The employee's progression on the vacation grid, however, will be on the basis of hours paid with 1800 hours equivalent to one year of service.
- **Article 20:** Sick Leave coverage will be in accordance with Article 20. It is understood that the Weekly Indemnity and EI Top-up benefits to "70% of straight time scheduled wages lost" will be based on the employee's actual part-time regular scheduled hours of work and not on the employee's former full-time hours of work".
- **Article 21-** The employee will be accorded the same benefit treatment under Article 21 as a full-time employee .

It is understood that other than as expressly provided for above in relation to Articles 18, 19, 20 and 21, the employee will be treated as a part-time employee for all purposes of the collective agreement.

[*Note: For the purposes of greater clarity, this provision applies only to circumstances where the full-time employee suffers a layoff resulting in the employee being laid off to part-time status as provided for in this Article and does

not apply to the circumstances of special scheduling arrangements as addressed under the “ Letter of Understanding Re: Full-Time Special Scheduling Arrangements”].

22.03 The following applies to employees as defined in Article 22.01 b):

Such employees who have completed three (3) months of employment will receive eight and one-half percent (8 and 1/2%) of their straight time hourly rate of pay in lieu of all fringe benefits, health and welfare benefits, sick pay allowance, weekly indemnity and holiday pay, save and except vacation pay, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, shift premium, overtime and wages.

It is understood that the in-lieu payment does not form part of the straight time hourly rate of pay and will not be included for the purpose of calculating any premium or overtime payments.

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 The Employer agrees to accept as a member of its JHSC at least three (3) Representatives selected or appointed by the Union from amongst bargaining unit employees.

23.03

(a) 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.

(b) The parties agree that if incidents involving aggressive residents action occur, such action will be recorded and reviewed at the Health and Safety Committee meetings. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum.

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 quarterly 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 Time off for such representatives to attend committee meetings, and up to one (1) hour preparation time if required, shall be granted and the representatives shall be paid in accordance with legislation.

23.07 A product data sheet shall be obtained for each potentially hazardous substance that may be introduced into the workplace and shall be provided to the JHSC.

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 quarter, that will assist the Committee in making recommendations to prevent reoccurrence.

23.09 Access to Workplace

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.

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 Violence

a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.

b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.

d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.

e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union Chair of any employee who has been subjected to violence while performing his/her work as soon as practicable.

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 twenty-four (24) 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 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.

24.04 **Employment of Disabled Workers**

The Union and the Employer acknowledge the duty of reasonable accommodation under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

Where an employee requires accommodation, the Employer will notify the Union and will meet with the Union to discuss the accommodation if so requested by the Union.

The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations, regarding an Early and Safe Return to Work program and Labour Market Re-Entry programs as may be set out under the Workplace Safety and Insurance Act and under the Human Rights Code and the parties agree that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.

ARTICLE 25- LEAVE OF ABSENCE

25.01 **Personal Leave of Absence**

The Administrator or designate 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.

It is clearly understood that a leave of absence will not be granted for the purpose of an employee engaging in gainful employment.

25.02 **Jury and Witness Duty**

An employee required to serve on jury duty, or as a witness in a case in which the Crown is a party, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, shall not lose regular pay because of such attendance, provided that the employee:

- (a) shall notify the Department Head, as soon as possible, when required to serve under any of the above circumstances;
- (b) presents proof of service requiring her attendance;

(c) deposits with the Employer an amount equal to the jury duty attendance fees received by the employee in any above cases but not any expenses paid by the employee and received from the authorities for necessary travel, accommodations and meals;

(d) will normally come to work during those 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 court and then report for duty the same day; and

(e) will not be required to work on the night shift prior to such duty.

25.03 Union Leave

Leave of absence for Union business may be given without pay for employee selected or appointed to represent the Union at conventions or to attend schools or other seminars, providing the operational requirements of the Home are met. The aggregate total number of days of leave, will not exceed forty-five (45) days in a calendar year. Such leave shall be subject to the following conditions:

1) no more than two (2) employees shall be absent on any such leave at the same time.

(Note: initially, the Union may request to exceed these maximums in order to provide needed training to new shop stewards.)

2) a request must be made in writing at least two weeks prior to the commencement of the requested leave, unless such notice is impossible. In all cases the Union will endeavour to provide as much written notice as possible.

3) the employer agrees to keep the salary and benefits whole for employees on Union leave and will bill the Union for such salary, as well as EI, CPP, EHT, and WSIB premiums, vacation pay, and Pension Plan, and/or percentage in lieu contributions as applicable. It is understood that the Union will reimburse the Employer within thirty (30) days of invoice.

25.04 Leave for Union Staff

Upon application by the Union in writing, the Home will give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time period. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority will accumulate during such leave, but service will cease to accumulate after the maximum set out in the collective agreement. It will become the responsibility of the employee for full payment, one month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

25.05 Compassionate Leave

(a) Upon the death of an employee's spouse (includes common-law spouse and same sex partner), parent, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of four (4) 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 or designate.

(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 of any other payments such as holiday pay, sick pay or vacation pay.

(f) For the purposes of this provision, the following definitions shall apply:

brother-in-law and sister-in-law shall be defined as:

- i) the employee's sibling's spouse (i.e. the person who married the employee's brother or sister); and
- ii) the employee's spouse's sibling (i.e. the brother or sister of the employee's spouse); and
- iii) the employee's spouse's sibling's spouse (i.e. the person who married the brother or sister of the employee's spouse).

niece and nephew shall be defined as the children of any of the marriages referred to above;

aunt or uncle shall be defined as the employee's aunts and uncles (i.e. the sisters and brothers of the parents of the employee) and shall not include the employee's spouse's aunts or uncles;

grandmother or grandfather shall refer to the employee's grandparent (i.e. the parents of the employee's parents) and shall not include the employee's spouse's grandparents.

25.06 Pregnancy and Parental Leave

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

2. Pregnancy Leave

(a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

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.

(b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

(c) The employee shall give at least four (4) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, and furnishing the Employer, if requested, with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 25.06.3, Parental Leave.

(d) An employee who does not apply for leave of absence under Article 25.06.2(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 25.06.2 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating:

1. that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or;
2. in the case of a birth, stillbirth, or miscarriage that happens earlier than the employee was expected to give birth, the date of same and the date the employee was to give birth.

(e) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

(f) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.

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

(g) 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 and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 25.06.2 (f).

(h) Such absence is not an illness under the interpretation of this Agreement, and credits on the sick leave plan and the weekly indemnity plan cannot be used.

(i) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

(j) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 25.06.3 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

3. Parental Leave

(a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

(c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

(d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave may end as set out in c) above or on an earlier date if the employee gives the employer written notice of such earlier date at least four (4) weeks in advance.

(e) For the purposes of parental leave under Article 25.06.3 Parental Leave, the provisions under .01, .02 (e), (f), (g), (h), (i), (j) shall also apply.

25.07 Professional and Education Leaves

(a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.

(b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

(c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants, when applying, must indicate the date of departure and specific date of return. Seniority will accumulate during this leave to a maximum of four (4) months, but service will cease to accumulate after the maximum set out in the collective agreement.

25.08 Where the Employer requires an employee to attend a mandatory meeting or inservice Session, the Employer Shall pay the employee at her straight time hourly rate of pay for all hours spent in attendance at the meeting or inservice.

ARTICLE 26 - GENERAL

26.01 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.

26.02 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. 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.

26.03 Employees shall be paid by direct deposit and shall receive an itemized statement of deductions, premiums and changes of increment in a sealed envelope. Employees leaving the employ of Valley Manor Inc., shall be paid all outstanding amounts on the next regularly scheduled pay date.

26.04 Pay cheque Errors

In the event of an error on an employee's pay where the employee has been underpaid by less than one (1) day's pay, the correction will be made in the regular pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified.

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 by the employee based on a mutually satisfactory arrangement between the employee and the Employer.**

26.05 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.

ARTICLE 27 - RATES OF PAY AND WAGE PROGRESSION

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

27.02 Wage Progression

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 or under Weekly Indemnity or in a paid leave of absence 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.

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.

27.03 Wage Rate Upon Temporary Transfer Within Bargaining Unit

(a) Except where provided otherwise in this agreement, 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. It is understood that this provision does not apply to a non-certified employee replacing a certified employee.

(b) Where the employer assigns an employee temporarily to cover in a lower paying classification for reasons other than layoff, recall, job posting, or demotion, the employee shall be paid their current rate.

27.04 Wage Rate Upon 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 service 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 service for pay purposes shall include service on the job from which the employee is being transferred.

27.05 Wage Rate for New Classifications

When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at the last step of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the Home and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

ARTICLE 28 - PENSION PLAN

28.01 The employer will maintain the current group RRSP Plan, with the current terms and conditions, including any eligibility criteria in effect. The Plan is summarized herein. The Employer shall deduct three percent (3%) of gross wages from the employee's pay and remit together with a matching Employer contribution of the three percent (3%) of the employee's gross wages. It is understood that only full-time employees, and part-time employees who are regularly scheduled to work forty-five (45) hours or more biweekly exclusive of unpaid meal periods, as averaged over a four (4) week schedule, are eligible to join the Group RRSP.

28.02 Effective in the first full pay period of April 2014, the Steelworkers Member's Pension Plan will be introduced on the terms and conditions set out below. Accordingly, commencing in the first full pay period of April 2014, the Employer will cease deducting, making and remitting contributions to the current group RRSP addressed in Article 28.01. Thereafter, employee and employer contributions will be made to the Steelworkers Member's Pension Plan on the basis set out below.

1. Each eligible employee covered by this collective agreement shall contribute from each pay period an amount of 2.5% of applicable wages, as defined in paragraph 2 below to the Steelworkers Members' Pension Plan (hereinafter referred to as "the Plan" or "the Pension Plan"). The Employer shall match such contributions, the amount being 2.5% of applicable wages of each eligible employee.

2. "Applicable Wages" for the purposes of the Pension Plan means the basic straight time wages for all hours worked, including:
 - (a) the straight time component of hours worked on a holiday;
 - (b) holiday pay, for the hours not worked; and
 - (c) vacation pay.

All other payments, premiums, allowances etc. are excluded.

"Eligible employee" means:

- a) all full-time employees in the bargaining unit who have completed their probationary period;
- b) all part-time employees who are regularly scheduled to work forty-five (45) hours or more biweekly exclusive of unpaid meal periods, as averaged over a four (4) week schedule, who have completed their probationary period;
- c) all part-time employees who are regularly scheduled to work less than forty-five (45) hours bi-weekly, exclusive of unpaid meal periods, as averaged over a four (4) week schedule, and who have either:
 - i) worked at least 700 hours for the Employer in each of the two consecutive calendar years immediately prior to participation in the Plan; or
 - ii) earned from the Employer at least 35% of the Year's Maximum Pensionable Earnings in each of the two consecutive calendar years immediately prior to participation in the Plan.

Accordingly, part-time employees in this c) category will be eligible for participation in the Plan as of January 1st of the calendar year immediately following the second consecutive calendar year in which the part-time employee met one of the above requirements.

In accordance with Article 15.11 of the collective agreement, it is a part-time employee's permanent part-time position that determines which of the eligibility criteria, b) or c) above, that the part-time employee must satisfy and not any temporary vacancies that the part-time employee is filling.

3. The Union agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obliged to contribute towards the cost of benefits provided by the Plan, nor be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under applicable current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

4. The contributions shall be remitted to the Plan by the Employer monthly, by the 15th of the calendar month following the month for which deductions are made.
5. The Employer agrees to provide to the Plan, on a timely basis the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including the information required pursuant to the Pension Benefits Act and Income Tax Act.

For further specificity, the information required for each employee is as follows:

- i) To be provided at Commencement of Participation for Each Employee
 - Commencement Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Address
 - Social Insurance Number
- ii) To be provided with each Remittance of Contributions for each Plan Participant

- Name
 - Social Insurance Number
 - Amount of Remittance
 - Applicable Wages
- iii) To be provided Initially and on a Status Change
- Full Address as Provided to the Employer
 - Commencement Date of Employment (MMDDYY)
 - Termination Date of Employment (MMDDYY)
 - Retirement Date
 - Date of Death
 - Gender
- iv) To be provided Once Per Year After Year End - Summary Data
- Name
 - Social Insurance Number
 - Total Amount Remitted for Year
 - Total Applicable Wages for the Year

6. The Employer agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to a leave of absence without pay of up to three days (which may be extended if necessary to allow for travel time) in a calendar year to attend meetings of the Plan. The Union will provide as much notice as possible to the Employer of the date of such meetings. The Employer will credit the employee with seniority and service for such meetings. The Employer agrees to keep the salary and benefits whole for an employee on such leave provided that the Union reimburses the Employer in accordance with Article 25.03(3).

ARTICLE 29 - UNIFORM ALLOWANCE

29.01 All employees who have completed the probationary period and who are required by the Employer to wear a uniform will be paid a uniform allowance of six cents per hour worked (\$0.06/hr). Effective the first full pay period following the date of ratification of the Memorandum of Settlement on February 20, 2014, increase the uniform allowance to seven cents per hour worked (\$0.07/hr). The uniform allowance will be paid to employees once per year, on the first regular pay in December.

ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement shall remain in full force and in effect until August 22, 2015 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 this 29th day of September, 2014 in the City of Barrington Bay
Ontario.

FOR THE EMPLOYER

Irda Ganna
Dale Gault Doc
Mila Pereira

FOR THE UNION

Brenda Sestane
Wicky Behm

D. Tol 23 Sept 14

SCHEDULE A

Effective August 23, 2011

	Start	After Probation	1 Year	2 Years
Maintenance Aide Dietary Aide Housekeeping Aide Laundry Aide Activity Aide (Non-Certified)	\$14.44	\$15.18	\$15.95	\$17.41
Nurse Aide	\$14.66	\$15.40	\$16.14	\$17.63
Health Care Aide (PSW)* Restorative Care Worker 1 Activity Aide Certified** Psycho geriatric Aide Certified***	\$16.07	\$16.79	\$17.56	\$19.03
Restorative Care Worker 2****	\$16.70	\$17.42	\$18.14	\$19.57
Head Cook	\$17.74	\$18.44	\$19.17	\$20.60

* The Personal Support Worker education accreditation is recognized as equivalent to the Health Care Aide course and certificate.

**Employees who are employed as Activity Aides and who possess the minimum qualifications as required under the *Long Term Care Homes Act 2007* shall be paid the Activity Aide certified wage rate. In addition those employees who were employed on the Activity Aide certified wage grid as of July 1, 2010 will continue to be paid on the Activity Aide certified wage grid as long as they are employed as Activity Aides.

*** Employees who are employed as Psycho geriatric Aides and who hold a Health Care Aide Certification or PSW Certification shall be paid as a Psycho geriatric Aide Certified.

****The Restorative Care Worker 2 wage grid is applicable only to employees who are employed as Restorative Care Worker 2 and who have successfully completed and possess a Community College diploma/certificate in Activation Techniques-Gerontology, Restorative Care Program from the Centre for Activity and Aging, Physiotherapy Assistant Program or Kinesiology. The term "certified" in reference to this Restorative Care Worker 2 classification and in reference to Article 27.03 (b) or any other applicable provisions of this collective agreement shall only mean this aforementioned Certificate and shall not mean the HCA or PSW Certificate.

Lump Sums

I) Lump Sums Payable for the First Year of the Renewal Agreement: August 23, 2013- August 22, 2014

Employees will be entitled to a lump sum payment calculated on the basis of 1% of the employee's straight time hourly rate of pay for each hour paid in the contract year of August 23, 2013- August 22, 2014, payable in two installments as follows:

- i) Employees will be entitled to a lump sum payment for the period of August 23, 2013 to February 22, 2014 calculated on the basis of 1% of the employee's straight time hourly rate of pay for each hour paid in the period of August 23, 2013 to and including Feb 22, 2014. This lump sum payment will be paid within two (2) full pay periods following February 22, 2014.
- ii) Employees will be entitled to a lump sum payment for the period of February 23, 2014 to August 22, 2014 calculated on the basis of 1% of the employee's straight time hourly rate of pay for each hour paid in the period of February 23, 2014 to and including August 22, 2014. This lump sum payment will be paid within two (2) full pay periods following August 22, 2014.

The following provisions apply to the calculation of the lump sum payments noted in i) and ii) above:

- The premium portion of overtime/premium pay hours does not count in the calculation of paid hours. One hour of premium pay is equal to one hour paid for the purpose of this calculation.
- Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leaves.
- The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including but not limited to RRSP/Pension, percentage in lieu, vacation, etc).
- The payment is subject to statutory deductions.

II.) Wage Re-Opener for the Second Year of the Renewal Agreement: August 23, 2014 to August 22, 2015.

The parties have agreed that the matter of any Schedule "A" wage adjustments (which term is deemed to include lump sum payments), if any, for the second year of this renewal agreement, August 23, 2014 to August 22, 2015, remains outstanding and is subject to a reopener at the conclusion of August 22, 2014, as herein provided.

The Union will notify the Employer in writing on or before August 22, 2014 whether the Union proposes any Schedule "A" wage adjustments for the second year of the renewal collective agreement. If the Union does so propose Schedule "A" wage adjustments, then the parties will meet to bargain this matter. In the event that the parties are unable to resolve this matter, then the matter of Schedule "A" wage adjustments, if any, for the term of August 23, 2014 to August 22, 2015, will be resolved at interest arbitration as the sole matter in dispute between the parties. The arbitration board of J. F. W. Weatherill (Chair), Marcelle Goldenberg (Union Nominee) and Irv Kleiner (Employer Nominee) will remain seized of this matter. All other matters and proposals for the renewal of the collective agreement are resolved by the terms of the Memorandum of Settlement.

Dietary Aide - Replacement Head Cook Premium

Dietary Aide(s) who are assigned by the Employer to replace the Head Cook on the Head Cook's scheduled days off, vacation, holidays, shall receive a premium of \$1.50 per hour in addition to the Dietary Aide straight time hourly rate of pay.

Dietary Aide - Assistant Cook Helpers

Dietary Aide(s) who are assigned by the Employer to work as Assistant Cook Helpers shall receive a premium of \$0.85 per hour in addition to the Dietary Aides straight time hourly rate of pay.

Head Cook Lead Hand Premium

When the Employer assigns lead hand responsibilities to the Head Cook, the Head Cook will receive a premium of fifty cents (\$0.50) per hour in addition to her straight time hourly rate of pay.

APPENDIX

PAY EQUITY AGREEMENT

BETWEEN

**UNITED STEELWORKERS OF AMERICA
("the Union")**

**and
VALLEY MANOR INC.
("the Employer")**

This Pay Equity Agreement applies to all the 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 parties agree that the Employer's outstanding \$0.66/hour pay equity obligations as referred to in the Pay Equity Agreement dated October 15, 2003 has been fully and completely paid through the following adjustments:

1999: \$0.11*
2000: \$0.11*
2001: \$0.12*
2002: \$0.12*
2003: \$0.13
2004: \$0.07

(*The Government pay equity funding for the period of 1999-2002 was received in 2004 and paid retroactively on the basis set out above to the employees in 2004).

The parties agree that the payments set out above resolve all pay equity issues and the obligations under the Proxy Pay Equity Plan.

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 Agreement.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as so identified.

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

LETTER OF UNDERSTANDING

Between

**VALLEY MANOR INC.
LETTER OF UNDERSTANDING**

Between

VALLEY MANOR INC.

And

UNITED STEELWORKERS

SUBJECT: REPLACEMENT AND CALL-IN PROCESSES

It is agreed that the Employer will continue its practices with regard to the filling of shifts that become available after the posting of the work schedule, which the Employer requires to be filled.

The Employer will continue its practices with regard to using the replacement shift process and the call-in-process.

The Employer will make reasonable efforts to use the replacement process to fill known vacant shifts when more than three (3) calendar days notice has been provided. The call-in process will be used when three (3) or fewer calendar days notice is provided or when a shift that is to occur in three (3) days has not been filled through the replacement process,.

Under the replacement shift process, the shifts will be offered to part-time employees within the classification in accordance with the following sequence:

- i) First to part-time employees who have a master line rotation, in order of seniority;
- ii) Second to part-time employees who do not have a master line rotation (commonly referred to as 'casual part-time')*, in order of seniority.

[*A casual part-time employee who is in a temporary part-time line with a master line rotation retains her casual part-time status for this purpose in accordance with Article 15.11]

It is understood that a replacement shift will not be offered to an employee under i) or ii) above where working the shift will result in overtime or where working the shift will result in the employee working more than eight consecutive days.

The call-in process is set out below:

(a) Call-in shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.

(b) Subject to c), call-ins shall be distributed on the basis of rotational seniority at non-overtime rates to those part-time employees who are within the applicable classification and who are ready and able to perform the work in question.

On the basis of rotational seniority means that part-time employees who satisfy the aforesaid criteria and subject to c) shall be offered the call-in shift in order of seniority beginning with the most senior employee, until the vacancy is filled. Succeeding call-ins will commence with the part-time employee below the last to accept a call-in and so on, on a rotational basis.

(c) It is understood that a part-time employee will be initially bypassed for a call-in shift where:

- i) the shift, if worked, would constitute an overtime shift for the part-time employee;
- ii) the shift, if worked, would result in the employee working more than eight consecutive days.

(d) Each telephone call will be indicated on the call-in sheet as to worked, no answer or refused.

(e) It is understood that an employee who accepts a call-in shift is required to work the call-in shift, unless unable due to sickness or other unforeseen circumstance.

(f) Employees' first commitment is to their previously scheduled shifts.

The Employer will maintain accurate records of the calls made under the replacement process and the call-in process and make such records available to the steward.

The parties agree that where either party has concerns with regard to the replacement shift process or the call-in process, the matter may be the subject of discussion at the Labour Management Committee.

SIGNED this 20th day of September, 2014, in the City of Barrington Bay,
Ontario.

FOR THE EMPLOYER

Ina LeFavre
Neil Yantlo DOC
Mila Pereira

FOR THE UNION

Brenda Lellanc
Vicky Behm
[Signature] 23 Sept 14

LETTER OF UNDERSTANDING

Between

VALLEY MANOR INC.

And

UNITED STEELWORKERS

SUBJECT: HUMANITY FUND

The Employer agrees effective on the date of ratification to deduct one (1) cent 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 of America at its mailing address supplied to the Employer, on a monthly basis by the 15th 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.

The Employer will indicate the amount of the contribution annually on the Employee's income tax T-4 form as a charitable donation.

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 this 29th day of September, 2014, in the City of Barrington Bay
Ontario.

FOR THE EMPLOYER

Trisha Simenon
Saul Yantlo DOC
Maider Pereira

FOR THE UNION

Brenda Lellane
Vicky Behn
[Signature] 23 Sept 14

LETTER OF UNDERSTANDING

Between

VALLEY MANOR INC.

And

UNITED STEELWORKERS

SUBJECT: MASTER SCHEDULES

The parties agree to the following Letter of Understanding:

The Employer will develop Master Schedules for full-time employees and, to the greatest extent possible, for part-time employees.

In developing the Master Schedules, the Employer will endeavour to provide full-time employees with every second weekend off, but will ensure that full-time employees are scheduled off one (1) weekend in every three (3) weekends.

The Employer will endeavour to maximize weekends off for part-time employees and will ensure that part-time employees are scheduled off one (1) weekend in every three (3) weekends.

These weekend scheduling provisions do not apply when an employee accepts, or requests, to work extra weekend shift(s) or where employees mutually agree to exchange shifts. These weekend scheduling provisions do not apply to students.

It is further understood and agreed that during the peak summer vacation period of June 1 - September 30, the Employer may need to schedule full-time and part-time employees to work more weekends than is usual under their Master Schedule. However, the Employer will ensure that full-time employees are scheduled off one (1) weekend in every three (3) weekends. It is understood that the Employer may not be able to schedule part-time employees off one (1) weekend in every three (3) weekends where such would result in a disruption to the Employer's operations or in the Employer not being able to provide adequate coverage of shifts or adequate vacation leave.

These summer vacation weekend scheduling provisions do not apply when an employee accepts, or requests, to work extra weekend shift(s) or where employees mutually agree to exchange shifts. These summer vacation weekend scheduling provisions do not apply to students.

SIGNED this 27th day of September, 2014, in the City of Barrington Bay,
Ontario.

FOR THE EMPLOYER

Irisla Jimena
Paul Yantlo DOC
Anita Pereira

FOR THE UNION

Brenda Helton
Vicky Bohy
D. Dept 23 Sept 14

LETTER OF UNDERSTANDING

BETWEEN

**UNITED STEELWORKERS
("the Union")**

**and
VALLEY MANOR INC.
(The Employer)**

RE: UNION DUES FORM

It is agreed that during the term of this collective agreement, the form for the union dues remittance as identified in 6.02 and 6.03 c) of the collective agreement, shall be the Dues Remittance Form R-115.

In the event that the Union in the future changes the written format of the Dues Remittance Form R-115, the Employer will endeavour to provide the remittance in such form as directed by the International Union provided the Employer has the technological capability without additional cost.

SIGNED this 27th day of September, 2014, in the City of Barrie Ontario.

FOR THE EMPLOYER

Aida Gama
Neil Yantlo DOC
Milo Plavica

FOR THE UNION

Brenda Leblanc
Vicky Behm
D. Lepl 23 Sept 14

LETTER OF UNDERSTANDING

Between

VALLEY MANOR INC.

And

UNITED STEELWORKERS

SUBJECT: Full-Time Employee Special Scheduling Arrangements:

1. The Employer may agree at its sole discretion to adjust the schedule of an individual full-time employee from seventy-five (75) hours bi-weekly to sixty-seven and one half (67.5) hours bi-weekly (hereinafter referred to as “the special scheduling arrangement”). It is understood that the Employer reserves the sole right to determine the appropriateness of such a special scheduling arrangement.

It is further understood that only full-time employees who have been in their current full-time position (job posting) for at least twelve (12) calendar months will be eligible for consideration for special scheduling arrangements.

2. Where the Employer so agrees to a special scheduling arrangement, the following terms and conditions shall apply:

i) No more than one bargaining unit employee within a Department at any one time will be permitted to so reduce her full-time work schedule, with the exception of the Nursing Department in which no more than three bargaining unit employees from within the Nursing Department at any one time will be permitted to so reduce her full-time work schedule;

ii) The shift that is eliminated from the full-time employee’s bi-weekly schedule shall not be a weekend shift;

iii) The shift that is eliminated from the full-time employee’s bi-weekly schedule will be posted as a “temporary additional shift posting” for part-time employees through the normal job posting practices. It is understood that the additional shift will be added to the “master rotation line” of the part-time position of the successful applicant and will remain an additional shift to that part-time line, except as it may be reverted to the full-time line in accordance with paragraph 4 or 5 of this Letter. It is understood that elimination of the additional shift of the part-time line under paragraph 4 or 5 will not constitute a layoff under the provisions of this collective agreement and will not trigger the layoff provisions. It is further understood that the awarding of

the “temporary additional shift posting” to a part-time and the temporary addition of the shift to the part-time’s line does not constitute a violation of 15.13.

iv) The full-time employee will retain the status of a full-time employee employed under a special sixty-seven and one-half hours biweekly scheduling arrangement ; however, the full-time employee’s compensation entitlements will be accordingly pro-rated as follows:

- (a) the full-time employee’s vacation with pay entitlement will be adjusted in accordance with the following formula:

the number of weeks of vacation with pay entitlement of the full-time employee in accordance with Article 19.04 times (X) .9 = Vacation with pay entitlement under the special circumstances arrangement;

- (b) if the full-time employee qualifies for holiday pay or for a lieu day with pay under the provisions of Article 18, the employee’s holiday pay or pay for the lieu day will be calculated in accordance with the following formula: *7.5 hours X .9 X the employee’s straight time hourly rate of pay = the employee’s holiday pay or lieu day pay entitlement.* Accordingly the full-time employee who otherwise qualifies will receive 6.75 hours pay as holiday pay or lieu day pay.
- (c) The employee’s pay for legitimate personal illness or injury under the Weekly Indemnity portions of the Sick Leave Plan (weeks 1-2 and 18-30 of illness under 20.01 (i) and (iii) shall be based on the special schedule in accordance with the following formula : *7.5 hours X .9 X 70% = 4.725 hours.* Accordingly the full-time employee will be paid 4.725 hours at her straight time hourly rate of pay for any sick day for which she qualifies under the Weekly Indemnity portion of the Sick Leave Plan.

The Employer will top up E.I. sick leave benefits pursuant to Article 20.01 (ii) to *4.725 hours pay* at the employee’s straight time hourly rate of pay for each day of illness or injury in weeks 3 through 17.

- (d) The Employer’s portion of the billed premium of the Life Insurance Plan and the AD&D will be reduced to 90%, with the employee responsible for the payment of the remaining 10% of the billed premiums.
- (e) If the employee participates in the Extended Health Care Plan, the Employer’s portion of the billed premium will be reduced to 72% with the employee responsible for the payment of the remaining 28% of the billed premium.

- (f) If the employee participates in the Dental Plan, the Employer's portion of the billed premium will be reduced to 67.5% with the employee responsible for the payment of the remaining 32.5%.
- (g) The employee will commence accumulating service (for the purposes of vacation progression and any other service benefit) and seniority on the basis hours paid with 1800 hours equivalent to one year of service and seniority, as per the part-time employee formula in Article 13.01 (a) 3. and 13.01 (b) 3., with a transfer credit as per 13.01 (c).

3. It is understood that requests for temporary special scheduling arrangements will not be granted and that a full-time employee requesting a special scheduling arrangement must be committed to working the special scheduling arrangement on a permanent basis

4. Either the Employer or the full-time employee may unilaterally terminate the special scheduling arrangement with thirty (30) days written notice to the other party. However, and consistent with paragraph 3 above, it is understood, however, that where a full-time terminates a special scheduling arrangement, she will not be permitted to again apply for or request a special scheduling arrangement during her employment with Valley Manor.

5. The special scheduling arrangement does not apply to the position, but rather, applies to the individual full-time employee while she remains within the specific full-time position that she held at the time of the granting of the special scheduling arrangement, subject to paragraph 4 above. Accordingly, in the event that the full-time employee affected in the special circumstance arrangement resigns, retires, transfers to another position, successfully applies to a job posting, is laid off, bumps to another position through layoff, or is terminated, the special scheduling arrangement will be deemed to be discontinued immediately. The position will revert to a seventy-five (75) hour biweekly position unless the position is subject to layoff.

SIGNED this 29th day of September, 2014, in the City of Barraboo Bay,
Ontario.

FOR THE EMPLOYER

Insha Samman
Paul Yantlo 200
Mila Puvira

FOR THE UNION

Brenda Leblanc
Vicky Bohn
Sept 23 Sept 14

LETTER OF UNDERSTANDING

BETWEEN

**UNITED STEELWORKERS
("the Union")**

and

**VALLEY MANOR INC.
(The Employer)**

Re: Housekeeping/Laundry Co-Ordinator Position.

During negotiations for the renewal of the collective agreement that expired in August 2009, the parties reviewed the status of the Housekeeping Laundry Co-Ordinator position that was created in 2008. The parties agreed that with the reduction in the level of supervisory responsibilities assigned to this position over the former Housekeeping Supervisor, that upon the resignation, termination or transfer of the current incumbent, Sylvia Peplinskie (Rumleskie), the Housekeeping and Laundry Aide shifts worked by her will be transferred to the bargaining unit if still required to be performed. While Sylvia Peplinskie (Rumleskie) remains in the Housekeeping Laundry Co-Ordinator position, she will continue to be classified as a non-bargaining unit employee.

For greater clarity, when Syliva Peplinskie (Rumleskie) ceases to perform any of the aforementioned Housekeeping and Laundry shifts and the shifts are still required to be performed, they will be performed by a member of the bargaining unit.

SIGNED this 07th day of September, 2014, in the City of Bowen's Bay, Ontario.

FOR THE EMPLOYER

Irene Jensen
Chris Gault Doc
Milda Pereira

FOR THE UNION

Brenda LeBlanc
Vicky Bahr
D. Tipton 23 Sept 14

LETTER OF UNDERSTANDING

BETWEEN

**UNITED STEELWORKERS
("the Union")**

and

**VALLEY MANOR INC.
(The Employer)**

RE: PART-TIME VACATION BLOCKS

The parties agreed in negotiations that the Employer will no longer restrict part-time employees to scheduling vacation from Sunday to Saturday. Part-time employees will continue to be required to take vacation in minimum one-week blocks, except as provided for in Article 19.09 c). As in the past, a one-week block for a part-time employee is defined as five (5) to seven (7) consecutive calendar days.

SIGNED this 20th day of September, 2014, in the City of Barrington, Ontario.

FOR THE EMPLOYER

[Signature]
Sail Yantle DOC
Anita Pereira

FOR THE UNION

[Signature]
Brenda LeBlanc
Vicky Bohn
[Signature] 23 Sept 14

LABOUR MANAGEMENT COMMITTEE
TERMS OF REFERENCE

VALLEY MANOR INC.

Hereinafter called the "Company"

UNITED STEELWORKERS OF AMERICA

Hereinafter called the "Union"

1. **Purpose**

This document sets out terms of reference for the committee described in Article 7.06 of the collective agreement.

2. **Structure and Size**

This will be a top-level committee comprised of three (3) representatives for the Union, to be appointed by the Union, and three (3) representatives for the Employer, to be appointed by the Employer. The Union representatives will be the Local Union president and two other top-level officials of the Local Union. The Union Staff Representative can attend meetings at the invitation of either party.

3. **Agenda**

The Administrator and the Local Union President, or their designates, will meet prior to the committee meetings to exchange proposed agenda items for that meeting. These items will be listed in order of priority. A single agenda will be typed and distributed to committee members prior to the meeting. Emergency items arising after the agenda is prepared can be entertained on the agreement of the parties at the outset of the meeting. Business arising from the minutes of the previous meeting will be handled as a first item on each meeting's agenda.

4. **Meeting Times**

The committee will generally meet once a month. The co-chairs will confer to set meeting dates.

5. Chairmanship

The parties will alternate the Chair from meeting to meeting. The party chairing the meeting will appoint from among their committee a Chairperson, and the other party will appoint a recording secretary. The Chairperson will seek to keep the discussion on topic and timely and ensure that each committee member has a chance to have input on each item discussed.

6. Minutes

Prior to the conclusion of the meeting, the Chairperson and the recording secretary will compare notes and agree to the minutes which will then be typed by the Employer and a copy of same will be made available to each of the committee members.

DATED at Brimley Bay, Ont. this 25th day of Sept, 2014.

FOR THE COMPANY

Maria Janna
Paul Yantle doc
Milda Pereira

FOR THE UNION

Brenda Leblanc
Vicky Balm
Sept 23 Sept 14

LETTER OF UNDERSTANDING

Between

VALLEY MANOR INC.

And

UNITED STEELWORKERS

SUBJECT: SCHEDULING GUIDELINES FOR ATTAINING FULL COVERAGE OF SHIFTS ON THE POSTED WORK SCHEDULES.

These scheduling guidelines apply to the filling of shifts on the Work Schedule **prior to** the posting of the Work Schedule.

Where the Department Head or designate has available shifts to fill in advance of the posting of the Work Schedule, she will use the following process in scheduling the shifts:

I. The shifts will be offered first through the replacement process to part-time employees within the classification in accordance with the following sequence:

- a) First to part-time employees who have a master line rotation, in order of seniority;
- b) Second to part-time employees who do not have a master line rotation (commonly referred to as 'casual part-time')*, in order of seniority.

[*A casual part-time employee who is in a temporary part-time line with a master line rotation retains her casual part-time status for this purpose in accordance with Article 15.11]

It is understood that a replacement shift will not be offered to an employee under i) or ii) above where working the shift will result in overtime or where working the shift will result in the employee working more than eight consecutive days.

II. Where there remain unfilled shifts that were not accepted through the replacement process, the Department Head or designate will schedule the shift(s) on an as equitable basis as possible on the Posted Work Schedule to part-time employees in reverse order of seniority, with it understood that an employee will be by passed where the working of the shift will result in overtime or where working the shift will result in the employee working more than seven consecutive days. It is understood that this scheduling will be on a rotating reverse seniority basis from posted work schedule to posted work schedule within the calendar year, starting with each successive work schedule with the part-time employee(s) with the seniority just above the part-time employee who was last assigned an unfilled shift on the prior posted work schedule(s) and so on.

SIGNED this 23th day of September, 2014, in the City of Barrington
Ontario. Bay

FOR THE EMPLOYER

Michelle Janna
Carl Yantle DOC
Michelle Janna

FOR THE UNION

Brenda LeBlanc
Vicky Behm
Sept 23 Sept 14

LETTER OF UNDERSTANDING

Between

VALLEY MANOR INC.

And

UNITED STEELWORKERS

SUBJECT: EMPLOYEE ASSISTANCE PROGRAM:

Effective commencing in the 2014 calendar year, the Employer agrees to contribute the sum of ten dollars (\$10.00) per bargaining unit employee per calendar year to the Steelworkers Lifeline Foundation, for the purposes of coverage of the employees in the USW bargaining unit in the Lifeline Foundation Employee Assistance Program. The Employer's contribution is fully tax-receptable. The Employer's contribution will be paid in two installments, on a semi-annual basis, upon receipt of invoice from the Union.

SIGNED this 29th day of September, 2014, in the City of Barry's Bay
Ontario.

FOR THE EMPLOYER

Maia Ferreira
Sail Gantlo-Dox
Maia Ferreira

FOR THE UNION

Brenda Leskanc
Vicky Bohm
J. Lipton 23 Sept 14

LETTER OF UNDERSTANDING

Between

VALLEY MANOR INC.

And

UNITED STEELWORKERS

Subject: Re Timing of Pension Contribution Remittances

The parties agree to the following application of Article 28.02, subparagraph 4, to the Valley Manor bi-weekly pay date structure.

The pension contributions from the Valley Manor pay dates that fall in a calendar month will be remitted by the 15th of the following calendar month.

For clarity, the following example illustrates this application:

January:

- a) **Pay Date of January 9th** . Covers the pay period of December 22nd of the prior year to January 4th of current year.
- b) **Pay Date of January 23rd** . Covers the pay period of January 5th to January 18th.

Valley Manor will remit the Pension contributions deducted from each of the January 9th and January 23rd pays (covering 2 pay periods which together stretch from December 22, 2013 of one year to January 18th of the following year) and the Employer's matching contribution to the USW Pension Plan by February 15th.

February:

- a) **Pay Date of February 6th:** Covers the pay period from January 19th to February 1st.
- b) **Pay Date of February 20th:** Covers the pay period from February 2nd to February 15th.

Valley Manor will remit the Pension contributions deducted from each of the February 6th and 20th pays (covering the 2 pay periods which together stretch from January 19th to February 15th) and the Employer's matching contribution to the USW Pension Plan by March 15th.

SIGNED this 27th day of September, 2014, in the City of Barry's Bay
Ontario.

FOR THE EMPLOYER

Inda Jimena
Paul Grant DOC
Aida Perrine

FOR THE UNION

Brenda Lelanc
Vicky Balm
23 Sept 14

