

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GREAT NORTHERN NURSING CENTRE LTD.**

hereinafter called the 'Employer'

**And**

**UNITED STEEL,  
PAPER, FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION (UNITED STEELWORKERS) ON  
BEHALF OF ITSELF AND ITS LOCAL 8748**

hereinafter called the 'Union'

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**ARTICLE 1 - INTERPRETATION**

1.01 Defined Terms - Unless otherwise expressly defined or otherwise required by the context, the following words and phrases shall have the following meanings when used in this Agreement:

- (a) "Act" means the Labour Relations Act of Ontario (S.O. 1995, c.1, Sch A') and all regulations and amendments thereto from time to time;
- (b) "Administrator" means the administrator and manager of the Nursing Centre at any time and from time to time;
- (c) "Bargaining Unit" means all of the employees of the Nursing Centre who, for the purposes of this Agreement, shall be deemed to constitute a unit of employees appropriate for collective bargaining;
- (d) "Benefit Plans" means the benefits and insurance coverage's described in Article 21 hereof;
- (e) "Casual Employee" means an employee who is not a Probationary Employee and for whom the Employer **may** provide regularly scheduled hours of work and whose scheduled hours do not, in any event, exceed **twenty-four (24)** hours bi-weekly. It is also recognized that, where applicable, a casual employee may be entitled to a lunch period and such lunch period shall be unpaid.
- (f) "Employee" means any employee of the Nursing Centre other than management, supervisors and persons above

the rank of supervisor including, without limitation, the Administrator, the Director of Care, the Activities Director, Registered Nurse (RN), the Dietary Supervisor, the Housekeeping/Laundry Supervisor and the Office Coordinator, maintenance, housekeeping, laundry, and "employees" means each and every such employee of the Nursing Centre taken collectively or a subset thereof as the context may require;

- (g) "Full-Time Employee" means an employee who is not a probationary employee and whose regularly scheduled hours are in excess of forty-eight (48) hours bi-weekly. It is also recognized that, were applicable, a full-time employee may be entitled to a lunch period and such lunch period shall be unpaid.
- (h) "Grievance" means any difference between the Employer and any or all of the employees arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable;
- (i) "Nursing Centre" means the facility known and operated as The Great Northern Nursing Centre Ltd. and located at 860 Great Northern Road, Sault Ste. Marie, Ontario;
- (j) "Length of Employment" means the date an employee is hired and/or the agreed to seniority list **in January of each year.**
- (k) "Part-time Employee" means an employee who is not a probationary employee and whose regular hours of work are scheduled by the Employer to be not in excess of forty-eight (48) hours bi-weekly. It is also recognized that, where applicable, a Part-Time employee may be entitled to a lunch period and such lunch period shall be unpaid.
- (l) "Probationary Employee" means any employee, other than a casual employee whose aggregate regular and overtime hours worked for the Employer since the date of commencement of employment has not yet exceeded four hundred and fifty (450) hours;
- (m) "Sick Leave" means any period of time that an employee is absent from any of his scheduled working hours by reason of illness or accident;
- (n) "Union Local" means Local 8748 of the Union.

1.02 Purpose of Agreement - The purpose of this Collective Agreement is to establish an orderly collective bargaining

relationship between the Employer and the employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees.

1.03 Headings, Gender and Number - The headings set forth in this Agreement are inserted for convenience and reference only and shall in no way define or limit the intent or interpretation of any of the provisions hereof. This Agreement shall be read and construed with all changes of gender and number of the party or parties referred to in each case as required by the context.

1.04 Applicable Law - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and the parties hereto attorn to the jurisdiction of the Province of Ontario. Without limiting the agreed generality of the foregoing, the parties hereto hereby covenant and agree to strictly comply with the provisions of the Act save and only to the extent that the same are modified or superseded by the provisions of this Agreement.

1.05 Loss of Pay - Unless expressly provided herein to the contrary,

- (a) any reference in this Agreement to any right of an employee being exercisable without loss of pay shall be deemed to mean the exercise of such right without loss of pay, seniority or the benefits available under the Benefit Plans; and
- (b) any reference in this Agreement to any right of an employee being exercisable without pay shall be deemed to mean the exercise of such right without pay, but nevertheless, without loss of seniority or the benefits available under the Benefit Plans.

## **ARTICLE 2 - RECOGNITION**

2.01 Bargaining Unit - The Employer recognizes the Union as the sole and exclusive bargaining agent. For all employees of the employer in the City of Sault Ste. Marie save and except supervisors and those above the rank of supervisor, maintenance, housekeeping, and laundry.

2.02 Applicable to All Employees - Unless otherwise specified, this Agreement is fully applicable to all employees.

2.03 Conflicting Agreements Prohibited - No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.04 Non-Bargaining Unit Personnel - Persons who are not part of the Bargaining Unit shall not perform any duties which are normally performed by employees within the Bargaining Unit if such performance causes any such employees to work less than their normal regular hours of work. If there arises any requirement for increased hours of work for duties normally performed by employees within the Bargaining Unit, the Employer agrees that the same shall not be assigned or allocated to management, supervisors or persons above the rank of supervisor. It is agreed that nothing in this Agreement shall restrict or shall be construed as restricting the Employer from contracting with persons who are not part of the Bargaining Unit for the provision of any labour or services required for the operation and management of the Nursing Centre, save and except as expressly restricted by the provisions of this paragraph 2.04.

2.05 Government Sponsored Programs - Government sponsored programs may be made available from time to time for the purpose of learning and assisting employees with duties as approved by the supervisor. The Employer may hire persons in accordance with the terms of and at the rate(s) of pay stipulated by such programs. Such persons shall not be included in the Bargaining Unit. The President of the Union Local shall be notified when any such program becomes available to the Employer, its duration and the persons to be utilized.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 Acknowledgment of Management Rights - The Union acknowledges and agrees that it is the exclusive right and power of the Employer, subject to the terms and conditions of this Agreement, to do or carry out the following:

- (a) hire, discharge, suspend or otherwise discipline employees and to direct, classify, transfer, promote, demote or lay-off employees;
- (b) maintain order, discipline and efficiency and make, enforce and alter, from time to time, reasonable rules and regulations to be observed by all employees, provided that such rules and regulations are not inconsistent with the provisions of this Agreement and copies are provided to the Union;
- (c) generally to manage and operate the enterprises in which the Employer is engaged in all respects and in accordance with its obligations including, without limitation, the location of machines and equipment to be used, the location and number of employees required from time to time, the qualifications of employees, the extension, limitation, curtailment or cessation of operations, the standards of performance for all

employees and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

#### **ARTICLE 4 - NO DISCRIMINATION**

4.01 Discrimination Prohibited - The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to an employee's rights under the provisions of the Ontario Human Rights Code, nor by reason of their membership or activity in the Union.

#### **ARTICLE 5 - UNION SECURITY**

5.1 Union Dues - The Company shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Unions Constitution.

All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than thirty (30) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, **P.O. Box 9083 Commerce Court Postal Station, Toronto, Ontario M5L 1K1** in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115 will also be sent to the Union office at 68 Dennis Street, Sault Ste. Marie, Ontario, P6A 2W9.

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

- a. A list of names of all employees from whom dues were deducted and the amount of dues deducted;
- b. A list of all bargaining unit employees from whom no deductions have been made and reasons;
- c. This information shall be sent to both Union addresses identified above in such form as shall be directed by the Union to the Company.
- d. The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- e. The Company, when preparing T-4 slips for the

employees, will enter the amount of union dues paid by the employee during the previous year.

5.02 Employee Lists - Upon request made by the Union the Employer agrees to provide to the Union the names and addresses of each employee as then currently disclosed by the Employer's records.

#### **ARTICLE 6 - LABOUR/MANAGEMENT COMMITTEE**

6.01 Mandate and Procedures - Where issues arise concerning the efficient and practical operation of the Home or the bargaining unit or the general working conditions of the employees or the relationship between the Employer and the employees generally, and it is determined by any party, acting reasonably, that it would be beneficial for any or all such issues to be discussed at a meeting (a "labour/management meeting") between the Employer and the employees, the following provisions shall apply:

- (a) a labour/management meeting may be called at the request of the Employer, the Administrator or the union;
- (b) each request for a labour/management meeting will be made in writing and shall include an agenda of matters proposed to be discussed, which matters shall not include any matters that are properly the subject of negotiations for the amendment or renewal of this Agreement;
- (c) equal numbers of representatives for each of the Employer, the Union, the union local and the bargaining unit shall be entitled to be present at any labour/management meeting;
- (d) each such labour/management meeting shall be held at such time and place as is mutually satisfactory to the parties;
- (e) any employee attending a labour/management meeting during his regularly scheduled hours of work shall be entitled to attend such meeting without loss of pay;
- (f) the bargaining unit shall at all times be entitled to have representation on its behalf by the Union and/or the Union local;
- (g) labour/management meetings will be held not less frequently than quarterly and not more than six (6) times per year, unless otherwise agreed in writing between the Administrator and the Chief Steward.

## **ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS**

7.01 Bargaining Only With Union - The Employer shall not bargain with or enter into any agreement with any Employees or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper written authorization of the Union or the Union local.

7.02 Bargaining Committee - The Employer will recognize the Bargaining Committee of the Bargaining Unit as the committee authorized by the Union to enter into any negotiations with the Employer for any amendment or renewal of this Agreement. The Bargaining Committee shall be elected or appointed and consist of not more than three (3) employees. **One (1) of which will be the Unit Chairperson and two (2) Union Stewards from different departments.** The Union will advise the Employer, in writing, of the members of the Bargaining Committee.

7.03 Union Representatives - The Union and the Bargaining Committee shall have the right at any time to have the assistance of representatives of the Union when meeting or negotiating with the Employer. The Employer shall have the right to request the presence of a representative of the Union or the Union local when meeting or negotiating with the Bargaining Committee. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall be not unreasonably withheld.

7.04 Employee Attendance - Employee members of the Bargaining Committee shall have the right to attend negotiating meetings without loss of pay; provided that any such employee shall only be entitled to be paid for those hours in attendance at negotiating meetings which fall within the regularly scheduled work hours of such employee. Employees shall be paid for the aforementioned hours, including conciliation proceedings but excluding any arbitration proceedings.

7.05 Amendments to Agreement - Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedures.

## **ARTICLE 8 - GRIEVANCES**

8.01 Grievance Committee - The Employer will recognize the Grievance Committee of the Bargaining Unit which will consist of the Chief Steward and one other Steward of the bargaining unit, neither of whom shall be probationary employees. The Employer shall be advised of the names of the members of the Grievance Committee and shall be notified of any changes thereto from time to time.

8.2 Stewards - The Union shall notify the Employer, in Writing, of the name of each Steward and the department(s) he represents and the name of the Chief Steward before the Employer shall be required to recognize such persons as stewards of the bargaining unit. When employment level is one hundred (100) or more employees, there shall be three (3) stewards plus the Unit Chairperson, when employment level is below one hundred (100) employees there shall be two (2) Stewards plus the Unit Chairperson.

8.03 Assistance by Stewards - Every employee may be assisted by his Steward in preparing and presenting any grievance of such employee in accordance with procedure set out in this Article 8. A Steward must obtain permission from his immediate supervisor before absenting himself from his duties in order to deal with grievances and such permission shall not be unreasonable withheld. Time spent by Stewards at grievance meetings shall be without loss of pay.

8.04 Grievance Procedure - Should a difference arise between the Employer and employee or employees, the employee or employees must first discuss and try and resolve the complaint with his/her immediate Department Head within ten (10) business days of the facts or events on which the complaint is based. Extension of this time limit will not be unreasonably withheld. The employee or employees shall have the right to be accompanied by his/her Steward.

Step 1 If the matter is not resolved to the satisfaction of the employee or employees as result of such discussion within four (4) business days after a response from the Department Head, the Steward may, within seven (7) business days, refer the matter in writing to the Administrator or designate, with a copy to the Union. The written grievance shall contain a clear statement concerning the alleged grievance and the people involved. All grievance forms shall contain only one (1) grievance.

Step 2 Within seven (7) business days after receipt of the grievance, the Administrator and Department Head shall meet with the aggrieved employee or employees, his/her Steward, the Unit Chairperson and Union Grievance Committee person. The Administrator or her designate shall render her/his decision on the grievance in writing within seven (7) business days after such meeting.

Step 3 If a satisfactory answer of the grievance is not reached under the foregoing procedure, either party may refer the matter to arbitration in accordance with the provisions set forth in Article 9 within ten (10) business days of receipt of the Step 2 answer.

8.05 Policy Grievances - A question of a general nature as to the meaning or application of the provisions of this Collective Agreement, including any question as to whether a matter is arbitrable may be treated as a policy grievance and submitted in writing at Step 2 of the grievance procedure by either party. Policy grievances must be filed within ten (10) business days after the occurrence of a fact or event, which such question is based and shall state the specific clause(s) allegedly violated.

8.06 Attendance Without Prejudice - No employee shall suffer any loss of pay for any time spent in grievance or policy grievance meetings with the Employer.

8.07 Settlements Conclusive - All settlements reached pursuant to the procedures set forth in this Article 8 shall be conclusive, final and binding on the employer, the Union and the bargaining unit or the employees involved, as the case may be.

8.08 Extension of Time - All time limits specified herein may be extended by mutual agreement of the parties and shall be considered mandatory unless extended by mutual agreement in writing.

8.09 Unless otherwise agreed, the aggrieved employee shall be present at all stages of the grievance procedure. It is understood that if the grievor is not present, the process will continue as if he were present.

#### **ARTICLE 9 - ARBITRATION**

9.01 Request for Arbitration - When either party requests that a grievance or policy grievance be submitted to arbitration, the request shall be made by registered mail and addressed to the other party of the Agreement within ten (10) business days after the date that the Administrator's decision in Step 3 of paragraph 8.04 was rendered or should have been rendered or the grievance and/or policy grievance will be considered withdrawn.

9.02 Appointment by Arbitrator - The parties will appoint a single arbitrator or if agreed upon, use a three (3) person Board of Arbitration. The arbitrator shall be selected from the following list on a rotational basis in alphabetic order to hear grievances referred by the parties.

- (a) Peter Barton
- (b) Gail Brent
- (c) Kevin M. Burkett
- (d) Jane Devlin

Should an arbitrator be unable to provide a hearing date within

sixty (60) days of the date of referral to arbitration, the parties may mutually agree to extend the 60 day hearing date or refer the case to the next arbitrator on the list. The arbitrator so by passed will not be selected again until such time his or her name comes up again the normal rotation.

9.03 Decision Conclusive - The decision of the Arbitrator shall be conclusive, final and binding on the employee, the Union and the bargaining unit or the employees involved, as the case may be. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions; however, the Arbitrator shall have the power to dispose of any grievance or policy grievance by any arrangement which he deems just and equitable.

9.04 Arbitrator's Costs - Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

#### **ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

10.01 Disputed Discharge - A claim by an employee (other than a probationary employee) that he has been unjustly discharged, suspended or disciplined shall be treated as a grievance, provided such grievance is lodged with the Employer within seven (7) working days after the discharge, suspension or discipline. Every such grievance shall be initiated at Step 2 of paragraph 8.04. All matters of discharge, suspension and discipline shall be reduced to writing with copy to the employee concerned and the Union.

10.2 Discharge of Probationary Employees - The discharge discipline or termination of employment of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement. A probationary employee shall be considered as being employed on a trial basis and may be discharged, disciplined or have his/her employment terminated without bad faith or discrimination.

10.03 Reprimands - Letters of reprimand shall not be used against an employee at any time after the expiry of eighteen (18) months following a suspension or disciplinary action provided there has been no further suspension or disciplinary action taken against the employee within such eighteen (18) month period. The parties agree that all disciplinary action with respect to resident abuse will permanently remain on the employee's personnel file.

10.04 Employee Records - At the time of an employee's evaluation review, he shall be given a copy of the same. Upon request to the Administrator, and at a mutually agreeable time, the employee may view the following documents, if available, in his personnel file:

- (a) application form;
- (b) annual evaluation;
- (c) disciplinary records;
- (d) medical reports.

No employee shall be entitled to remove or take copies of any documents in his personnel file. All employees will be given a copy of any document they sign for their own record.

Employees may request a copy of any record in their personal file. Access to an employee's file will be given when there is a legitimate need only.

#### **ARTICLE 11 - SENIORITY**

11.01 Basis of Determination - Existing employees' seniority is based on the agreed to attached seniority list. The seniority of any future employee in relation to any other employee or all or any group of employees in the bargaining unit shall be determined on the basis of the length of employment of such employee. **Where two (2) or more employees are hired on the same date, seniority shall be determined by the date of the employees' first shift worked. If both employees start on the same shift, seniority will then be determined by alphabetical order of last name.**

11.2 Application - Seniority shall be used as a factor in determining preference of priority for the following:

- a) promotions
- b) transfers
- c) demotions
- d) lay-off
- e) permanent reduction of the workforce
- f) recall
- g) regular days off
- h) new postings
- i) internal vacancies
- j) newly created positions
- k) reduction in the workforce
- l) overtime**

In cases of promotions (other than positions excluded from the Bargaining Unit), demotions or permanent transfers of employees when two (2) or more employees are qualified in all other respects, seniority shall govern.

11.03 Completion of Probationary Period - Upon completion of his probationary period, each employee shall receive credit for all seniority accumulated while he was a Probationary employee and shall thereupon become entitled to all benefits subject to the terms and conditions of this Agreement and the benefit insurance plans.

11.04 Casual Employees - A casual employee who becomes a full-time employee or a part-time employee shall receive credit for all seniority accumulated while he was a casual employee, but in all other respects shall be subject to the same terms and conditions of this Agreement as are applicable to a probationary employee.

11.05 Seniority Lists - The Employer shall prepare and maintain a seniority list for all employees in the bargaining unit showing the length of employment of each employee. The list shall be posted on the bulletin board in January of each year showing seniority as at December 31 of the previous calendar year and amended and re-posted in July showing seniority as of June of current year. Within thirty (30) days after posting of the seniority list, employees shall have the opportunity of questioning their own individual seniority standing, and if an amendment is deemed necessary, the amendment as posted shall be deemed to be correct and final. Copies of the seniority list and all amendments thereto shall be forwarded to the Union local.

11.06 Departments - For the purpose of this Agreement, the following Departments shall be recognized:

- (a) Nursing
- (b) **Kitchen/Dietary**
- (c) **Office and Reception**
- (d) **Activities**

Notwithstanding that each employee is intended to be hired on the basis of his assignment to a particular department, it is understood and agreed that the Employer shall be entitled to request that any employee in the bargaining unit provide occasional assistance as may be needed at any time and from time to time in any other department which is not the department wherein such employee accumulates the majority of his regular hours worked.

11.07 New Positions - When new positions are created and when vacancies occur **that** the Employer requires to be filled, they shall be posted by the Employer for five (5) working days as follows:

- a) **The parties agree that when a full-time position becomes vacant, full-time employees in that department will have first opportunity to apply and will be selected by qualifications and list seniority. If there is no full-time employee who applies, it will next be offered to part-time employees in that department by master list seniority.**

- b) In the department where the vacancy occurs. When a full-time and part-time position becomes available at the same time, the full-time position will be posted and filled prior to the part-time job being posted.
- c) If no applicants, the job will be posted for a further five (5) days and shall be open to all members of the bargaining unit. **The successful employee will be chosen by qualifications and master list seniority. If there are no employees in the Nursing Centre who apply or qualify for the posting, then it will be advertised outside of the Great Northern Nursing Centre. It is also agreed that any vacancies that are filled in the Nursing Department will have a sixty (60) day trial period, and all other departments will have a thirty (30) day trial period as per Article 12.02 of the Collective Agreement.**
- d) It is further agreed when a part-time position becomes vacant, then the same process as above will be followed.
- e) The Employer shall post the names of the successful applicant within **five (5) days** after the position(s) has been filled.
- f) **The parties also agree that when two (2) or more employees are qualified in all other respects, seniority shall govern.**
- g) **A copy of all job postings and the names of the successful applicant(s), including successful applicants outside the facility, will be given to the Unit Chair.**

11.8 Break of Seniority - An employee shall lose all seniority and his employment shall be deemed to be terminated if he:

- (a) Quits
- (b) Retires
- (c) is discharged and is not re-instated by way of a process which can be reasonable considered to be a continuum of the period of employment from which such employee was discharged (it being understood that re-hiring of the same employee after proper discharge will not be considered to be reinstated)

- (d) fails to return to work after completion of a leave of absence
- (e) utilizes a leave of absence for purposes other than those for which the leave may have been granted
- (f) is laid off for a period of more than twelve (12) months
- (g) is absent from work for more than five (5) consecutive days for which such employee was regularly scheduled to work without reasonable cause
- (h) upon recall from layoff if the employee does not notify the Employer within three (3) business days of his or her intention to return to work or does not return to work within seven (7) business days after he or she has received a recall notice by registered mail to his or her last address recorded with the Employer

11.09 Lay-offs and Recalls - Employees shall be laid off in the reverse order of their seniority, provided that the remaining employees are qualified to do the work which is available. Employees shall be recalled in reverse order of lay-off, provided that such employees are qualified to do the work which is available. No new employee shall be hired until those laid off have been given an opportunity of recall, subject to the employee having the necessary qualifications to perform in the classification. Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure set out in paragraph 8.04.

11.10 Transfers Out of Bargaining Unit - No employee shall be transferred to a position outside of the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority to the date of such transfer, but will not accumulate any further seniority.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

12.01 Temporary Positions - The Employer shall not be prevented from temporarily filling any position. The Employer shall post temporary vacancies which the Employer requires to be filled and have an expected duration of sixty (60) days or more. Employees who are successful applicants for temporary vacancies through the job posting process or otherwise shall be returned to their former positions and schedules upon completion of such temporary vacancies. In instances where an employee returns to work prior to the estimated date of return, the Employer shall

not be liable for payments to the resulting displaced employee(s).

12.02 Trial Period - The successful applicant on any job posting shall be given thirty (30) days to acquaint himself with the duties of the job. If after such time the applicant proves unsatisfactory in the position or if the applicant requests, he shall be returned to his former position and salary rate and any other employee promoted or affected as a result of the rearrangement of positions shall also be returned to his former position and salary rate.

12.03 Training - Training and orientation as determined by the Employer will be provided to new employees and employees who transfer to other jobs within the bargain unit.

12.04 Employment Status - When a part-time employee temporarily replaces a full-time employee, the part-time employee shall continue part-time employee status.

**ARTICLE 13 - HOURS OF WORK**

13.01 Hours of Work - The parties hereto acknowledge and agree that it is intended that the Employer will schedule full-time employees for regular working hours equaling eight (8) consecutive hours per day and eighty (80) hours bi-weekly within which the full-time employees will be paid 7.5 hours and have a thirty (30) minute unpaid lunch period.

13.2 a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Individual employee requests for specific days off must be submitted on such forms as provided within the department to their supervisor one (1) week in advance of the posting of the schedule. All changes thereto shall be posted. Employees will be shown on the schedule as per work status fulltime, part-time, and casual. Copies of schedules will be made available to the Union upon request.

b) Schedules once posted will not be changed unless mutually agreed between the employee and the employer. Where the posted work schedule of a full-time employee is changed without providing the employee one (1) day notice, then the employee shall be paid at time and one half (1 1/2) for all hours worked on the changed shift.

Overtime rates will not be in effect where **an** employee agrees to give up a scheduled shift, in order to work more hours on another shift that

becomes available on the same day they were scheduled to work.

- c) All full and part time employees will be scheduled for every second weekend off (Saturday and Sunday).
- d) When an employee is required to change shifts, sixteen (16) hours shall be allotted between shifts. If, however, an employee is required to report on the second shift less than sixteen (16) hours after finishing his first shift, the employee shall be paid overtime rate for the period worked before the sixteen (16) hours time allotted for shift changes has expired.
- e) An employee scheduled for a shift of at least five (5) hours will be scheduled with a thirty (30) minute unpaid lunch period at a reasonable time within the shift. A thirty (30) minute paid lunch break reinstated for R.P.N.'s
- f) All employees shall be entitled to a rest period of fifteen (15) consecutive minutes for every three (3) consecutive hours of work, such rest period to be taken in an area made available by the employer.
- g) Notwithstanding anything otherwise contained herein, overtime will not be paid either as a result of an employee requested change in shift, or in a change over to daylight savings time from the standard time or vice versa or an exchange of shifts between two(2) employees.
- h) It is understood that granting of requests for time off and exchanges of shifts are subject to the operations of the home submitted by written request and pending supervisor approval. Forms will be made available in every department.
- i) Only supervisors are allowed to change posted schedules.
- j) Mutual exchange - An employee shall be allowed the trading of days off or shifts with another employee of the same classification, subject to the approval of their immediate supervisor(s) and in accordance with the Employer's policy. Such mutual exchange shall be in writing and shall not require the Employer to pay overtime rate of pay or other premium pay set out elsewhere in this Agreement.

- k) Where possible, employees will not be required to work split shifts, except in the case of the activation staff, in which case they may be required to work on average of one or two split shifts a week in order to accommodate resident programs.
  - l) Statutory holiday pay will not be calculated for the purpose of overtime pay when an employee receives statutory holiday pay for their day off.
- m) Senior part-time employees will be scheduled until they reach or come close to forty-eight (48) hours of work (including vacation) bi-weekly. When there is a reduction to hours of work available in a department, the hours of work of the most junior part-time employee in that department will be reduced.

13.03 Shift Schedules and Changes - Shift schedules and all changes thereto shall be posted. The employees who are to be affected by the schedule change shall be notified of the changes by their respective supervisor. Where one (1) day's notice of change in shift schedule is not given to a full-time employee, he shall be paid overtime at the rate of time and one-half (1-1/2) for the first shift worked by him in the new schedule.

#### ARTICLE 14 - OVERTIME

##### 14.01 Overtime Policy

- i) Overtime shall be paid at the rate of one and one half (1.5) times an employees regular rate of pay for all hours worked in excess of eighty (80) hours biweekly. Full time employees will be paid overtime for hours worked beyond their regular scheduled shift and for hours worked on their scheduled day off. Part-time employees will be paid overtime for hours worked beyond their regular scheduled shift.
- ii) In the case of nursing employees who are scheduled for **eight (8)** hours per day (7.5 hours work and 30 minutes paid lunch), overtime will be paid for all hours worked in excess of eighty (80) bi-weekly.
- iii) The employee shall give as much advance notice of overtime as reasonably practicable.
- iv) Overtime shall be distributed as equally as possible **by seniority in each department** amongst those employees who normally perform the work in

question, within a **four (4)** week period, taking into consideration their availability and wishes.

- v) When it is necessary to retain employees beyond their normal quitting time on an overtime basis, and the period of work is known to be less than a full shift, such work shall first be offered to the employee(s) doing that work during the shift.
- vi) An employee required to work more than two (2) hours beyond their regular quitting time will receive an appropriate meal.

14.02 Set-off Prohibited - No lay-off shall be set off against accrued overtime and no employee shall be required to lay-off during regular hours to equalize any overtime work.

- 14.03 i) Call Out - Where an employee is called back to work after having left the Nursing Centre, completes the work and again leaves the Nursing Centre before he commences his next regularly assigned shift, shall be paid a minimum of four hours pay provided he reports within a reasonable time of being called back. If the employee works more than two hours and forty minutes before leaving the Nursing Centre, he shall be paid at overtime rates for all such hours worked.
- ii) Early Call Out - Where an employee is called out to work in advance of their regular shift and does not leave the Nursing Centre but stays to work their regular shift, they will receive overtime rates for those hours worked which preceded their regularly assigned shift.

14.04 Time Off in Lieu - Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by mutual agreement between the employee and his supervisor.

#### **ARTICLE 15 - PAID HOLIDAYS**

- 15.01 a) Work on a Statutory Holiday will first be offered to senior employees who would be normally scheduled that day provided they give management notice prior to the schedule being posted.

Applicable Days - The Employer recognizes the following days as paid holidays:

New Year's Day  
 Good Friday  
 Easter Monday

Victoria Day  
 Dominion Day  
 Civic Holiday in August  
 Labour Day  
 Thanksgiving Day  
 Christmas Day  
 Boxing Day

and any other day proclaimed as a statutory paid holiday by any governmental authority having jurisdiction.

15.02 Holiday Pay - A full time employee shall receive his regular straight time hourly rate of pay for each of the holidays referred to in paragraph 15.01, without being required to perform work. To be eligible for pay on the above-named holidays, an employee must have reported for work on the last regular scheduled work day prior to the holiday and the first regular scheduled work day following the holiday, unless the employee has been excused with the permission of the Employer or on legitimate sick leave or vacation. For all other employees, the contractual rate of pay would continue to be applied to hours defined by the Employment Standards Act.

15.03 Holiday Overtime - An employee required to work on any of the above-named holidays will be paid holiday pay plus payment for the number of hours worked at the rate of time and one-half (1-1/2) his regular straight time rate of pay.

15.04 Vacation Overlaps - In the event that one (1) or more of the paid holidays occur during an employee's annual vacation, he shall be allowed the extra days off with pay at a time of mutual agreement between the employee and his supervisor, but in any event within twelve (12) months of such paid holiday.

15.05 Day-off Overlaps - In the event that a paid holiday falls on an employee's scheduled day off and he has qualified for holiday pay in accordance with Article 15.02, he shall be paid a day's pay or if mutually agreed, take an extra day off with pay at a time mutually agreed upon by the employee and his supervisor, but in any event within twelve (12) months of such paid holiday.

15.06 Time Off in Lieu - An employee who works on a statutory holiday may elect to be paid for such holiday at overtime rates plus holiday pay or he may elect to be paid overtime rates and take a day off with pay in lieu. The employee must notify his supervisor two (2) weeks in advance of the statutory holiday as to method of payment and such day must be scheduled by mutual consent between the employee and his supervisor. Each employee shall be allowed to accumulate a maximum of three (3) days off pursuant to the provisions of this paragraph. Management will advise the Union of the date in December that these days off must be taken by. The date will be the latest date possible in December.

15.07 Time Off in Lieu - It is understood that lieu days will be paid out at the rate of pay in effect at the time the lieu day was earned. In the event of renewed collective agreement and retro activity has been negotiated or awarded, it shall be applied to the lieu day(s) if applicable.

15.08 Christmas and New Year's Day - It is agreed that under normal conditions, fifty percent (50%) of the employees shall have Christmas day off work and the remaining fifty percent (50%) of the employees shall have New Year's day off work. To the greatest extent possible, this shall be done by mutual consent of the employees, provided that the decision of the Administrator shall be conclusive and final in that regard. In the event that there are too many requests for either Christmas/New Years day off, the deciding factor shall be bargaining unit seniority. **Employees requesting to have both Christmas and New Years day off may be scheduled off on the basis of seniority and operational requirements of the Nursing Centre.**

**ARTICLE 16 - VACATIONS**

16.01 Eligibility - In each calendar year, each employee shall be entitled to receive vacation time, with vacation pay based on 2% for each week of vacation based on the gross earnings of the employee during the previous twelve (12) month period (January - December).

<u>Length of Employment</u>	<u>Vacation Entitlement</u>
less than one (1) year	None or as required by law
one (1) year	two (2) weeks
four (4) years	three (3) weeks
<b>seven (7) years</b>	four (4) weeks
fifteen (15) years	five (5) weeks
twenty five (25) years	six (6) weeks

Increased accrual for the transition year will begin in January of the year in which the employee reaches his anniversary date so as the accumulated full accrual in the subsequent taking year of vacation entitlement.

16.02 Vacation Pay - Vacation pay will be 2% for each week of vacation based on the gross earnings of the employee during the previous twelve (12) month period. Full time and part time employees shall receive their vacation pay on the pay immediately preceding their vacation.

Part time employees will be allowed to take the equivalent number of days off that their vacation pay covers. They will be allowed to take any additional vacation time according to their

vacation pay allotment that is not covered with vacation pay off if requested at the time of booking vacations.

16.03 Vacation Time Non-cumulative - Vacations will not be cumulative from year to year and all vacations must be taken December 15th of the applicable calendar year. At the request of any employee, the Employer may, at its discretion, defer up to one (1) week's vacation, which will be carried over to the next year's vacation entitlement. Management will advise the Union of the date in December that these vacations must be taken by. The date will be the latest date possible in December.

16.04 Increase of Eligibility - An employee who reaches the next higher vacation entitlement will be allowed to take the additional week in the calendar year during which he reaches the required years of employment, provided that such additional week of vacation is taken after the applicable vacation eligibility date.

16.05 Requests for Vacation Time - 1) All employees shall submit written requests for vacation time to the Employer by April 1<sup>st</sup> in any calendar year up to and including prime time. The Employer will give a written response by April 15<sup>th</sup>. Between the period of April 1<sup>st</sup> to April 15<sup>th</sup>, the Employer will notify affected parties of any vacation request(s) conflicts that may arise to enable the employee to rebook vacation based on seniority before the deadline. The Employer shall post a list for requests by January 15<sup>th</sup> of each calendar year.

2) Prime time shall be defined as the period from June 1<sup>st</sup> to September 1<sup>st</sup> inclusive. During prime time, a maximum of fifteen (15) days per employee will be granted in accordance with seniority. Employees with late requests or changes in vacation requests after April 1<sup>st</sup> will not be entitled to exercise seniority rights over employees who have met the April 1<sup>st</sup> deadline. Requests after April 1<sup>st</sup> will be granted on a first come basis for the remaining vacation time.

3) An employee who qualifies for over three (3) weeks vacation entitlement will be granted a maximum of three (3) consecutive weeks scheduled in prime time as defined in item 1, the additional week(s) to be taken outside of this time frame unless week(s) remain unclaimed by junior staff of the department.

4) Exception to this would occur in the case of an employee who requests additional time off needed for an extended trip requiring the extra week(s). The employee should request this in writing with an explanation to his immediate supervisor. Again, seniority would be a consideration as well as the safe and efficient scheduling of remaining staff within the department.

5) All requests for remaining vacation shall be submitted in writing by August 1<sup>st</sup> and will be scheduled in accordance with

seniority. The Employer will give written response by August 15<sup>th</sup>.

6) All employees who fail to request vacation by either April 1<sup>st</sup> or August 1<sup>st</sup> shall have their vacation booked by the Employer.

7) All vacation will be granted in accordance to the above and subject to operational requirements.

16.06 Conflicting Requests - Vacations shall be scheduled by the Employer considering the seniority and the wishes of the Employees concerned, and when there is a dispute as to the same choice of dates between two (2) or more employees, seniority shall govern.

16.07 The parties agree that requests for vacation time during the Christmas season from December 15<sup>th</sup> to December 31<sup>st</sup> shall be considered on an individual basis and granting of same will be at the sole discretion of the Administrator. No more than one (1) request per department will be considered and the granting or declining of a request will not be the subject of a grievance. The company and the union agree that the criteria to be used are:

- 1) availability of replacements
- 2) equitable distribution of vacations at Christmas time amongst all employees where practicable.

#### ARTICLE 17 - SICK LEAVE

17.01 Liability for Compensation - Every employee shall be entitled to sick leave if and when the same occurs, without pay, and shall receive compensation for sick leave only in accordance with the short-term disability plan contemplated pursuant to this Article 17, and the Employer shall bear no responsibility or liability for payment of any such compensation.

17.02 Notification - If and when any employee requires sick leave, he shall so notify his supervisor or the Administrator as soon as reasonably possible, and shall make his best efforts to give such notice at least three (3) hours prior to the commencement of any scheduled shift for such employee.

17.03 Medical Certificates - Every employee shall provide to the Employer a medical certificate or other reasonable medical evidence issued or given by a duly qualified medical practitioner licensed to practice in the Province of Ontario in the case of each sick leave taken by such employee which:

- (a) continues for seven (7) or more consecutive days;

- (b) continues for two (2) or more consecutive days if requested by the Administrator in writing; and
- (c) immediately precedes or follows any scheduled vacation time or scheduled consecutive days off of two (2) or more days.

17.04 Short-Term Disability Plan - The Employer will provide a short-term disability plan designed to compensate each employee (other than probationary employees and casual employees) for sick leave if and when occurring. Such plan shall provide for payment to each employee while on sick leave in an amount equal to the lesser of sixty percent (60.0%) of the gross weekly earnings of such employee and the maximum weekly benefit payable under the Employment Insurance (EI), such payment to commence on the eighth (8th) day of sick leave and to continue for seventeen (17) weeks thereafter.

17.5 Employees who have completed their probationary period will be credited with **eight (8)** sick days each calendar year. Employees will be able to carry over two (2) sick days from previous year if not used.

Sick days for part-time employees will be paid **five (5) days per year at their normal scheduled shift hours.**

Employer will pay wages at 60% of gross earnings commencing on day one (1) of accident or hospitalization to a post probationary employee until 8th day coverage when Short Term Disability plan currently offered commences. The sole and only purpose of this plan is protection of employees against loss of income.

#### **ARTICLE 18 - LEAVES OF ABSENCE**

18.01 Parental Leave - Every employee shall be entitled to parental leave of absence, without pay, in connection with the birth of a child or adoption of a child who at the time of adoption is less than one (1) year of age. The length of parental leave shall be for the period before and/or after the date of birth or adoption, as the case may be, which is the greater of six (6) months and the aggregate of any periods of parental leave statutorily prescribed by every governmental authority having jurisdiction, provided that the period of parental leave shall include the entire period during which parental benefits are paid under the Employment Insurance plan. If required pursuant to medical certificate or in the reasonable opinion of the Administrator, parental leave may be extended for a further period not exceeding six (6) months, without pay. When a medical certificate is provided stating that a longer period of parental leave is required for health reasons, the employee shall be entitled to such coverage as is provided by the Benefit Plans. While on parental leave, and employee shall retain

his/her full employment status and accumulate all benefits under this Agreement, including seniority. When an employee decides to return to work after parental leave, he/she shall provide the Employer with at least two (2) weeks' prior notice. On return from a parental leave, the employee shall be placed in his/her former position.

18.02 Bereavement Leave - In the event of a death in the immediate family of an employee, such employee will be granted a leave of absence, without loss of pay, for all hours that would have otherwise been worked by such employee during any three (3) day period which commences on or before the date of the funeral and includes such date. The immediate family of an employee shall be deemed to be limited to his spouse, son, daughter, brother, sister, father, mother, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parents, and legal guardian.

18.03 Personal Leave - For personal reasons and upon request in writing, an employee may be granted a leave of absence for up to three (3) months without pay. The decision of the Employer to grant such leave shall be made in writing and shall be made having regard to the effect that such leave will have on the efficient operation of the Home.

18.04 Union Leave - **A leave of absence shall be granted to all employees for the purpose of attendance at conventions, education, and seminars conducted by the Union and the Employer shall continue to pay wages and benefits for such employees during their approved absence and will be reimbursed by the Union for all such pay and benefits.**

- (a) the Union gives the Employer at least two (2) weeks' notice in advance of the employee's absence:
- (b) in the judgment of the Employer, the efficient operation of the Home shall not be affected by such leave:
- (c) there shall be no more than one (1) employee from each department on any such leave at any one time;
- (d) no single employee shall be granted more than two (2) weeks of such leave in any calendar year unless otherwise permitted in the sole discretion of the Employer; and
- (e) no such leaves of absence will be granted if any part thereof falls within the period of December 15th to December 31st in any calendar year.

18.05 Civic Duty Leave - The Employer shall grant a leave of absence without loss of seniority or benefits to an employee who serves as a juror or who is subpoenaed as a Crown witness in any

court of competent jurisdiction, provided that the employee so notifies the Employer forthwith upon being summoned to serve as a juror or subpoenaed as a Crown witness. The Employer shall pay such employee the difference between his regular earnings and the payment he receives for jury duty or as a Crown witness, excluding payment for traveling, meals and other expenses. The employee will present proof of such service and the amount of pay received. Time spent by an employee as a witness on behalf of the Employer in any court action, hearing or similar proceeding shall be considered as time worked at the appropriate rate of pay.

#### **ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES**

19.01 Pay Scales - The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions. If there is an error in the calculation of an employee's remuneration exceeding fifty dollars (\$50.00), the employee will be reimbursed as soon as reasonably practicable after having advised the Employer of the error. If any such error is equal to \$50.00 or less, the employee will be reimbursed on the next bi-weekly pay date.

19.02 Temporary Upgrading - When an employee is assigned to temporarily relieve and perform the principle duties of a higher paying position for one-half (1/2) shift (four (4) consecutive hours) or more, he shall receive the rate of pay for the job to which he is assigned.

19.03 Temporary Downgrading - When an employee is temporarily assigned to a position paying a lower rate of pay, his rate of pay shall not be reduced unless such assignment is due to a lay-off or demotion, in which case, the employee shall receive the rate of the job to which he is assigned.

19.04 Night Shift Premium - Effective as of the date of execution of this Agreement, a premium of **twenty cents (\$0.20)** per hour shall apply to all shifts in which the majority of hours are worked between 3:30 p.m. and 9:00 a.m.

#### **ARTICLE 20 - JOB CLASSIFICATION AND RECLASSIFICATION**

20.01 Creation and Amendment - Within sixty (60) days of the signing of this collective agreement, the Employer agrees to draw up job descriptions for all positions and classifications in the Bargaining Unit. These descriptions shall be provided to the Union and shall become the recognized job descriptions until amended, revised or otherwise agreed by mutual consent of the parties.

**ARTICLE 21 - EMPLOYEE BENEFITS**

21.01 Benefit Plans - Throughout the term of this Agreement the Employer shall take out and maintain the following benefits and insurance coverage's (the "Benefit Plans") in respect of all employees in the Bargaining Unit other than probationary employees and casual employees:

- (a) Group Life Insurance has increased to \$30,000.00 per employee;
- (b) Short-Term Disability Insurance in accordance with paragraph 17.04 hereof;
- (c) Long-Term Disability Insurance in an amount not less than 60% of the gross monthly earnings of each employee;
- (d) Vision Care to a maximum of **\$250.00** for every twenty-four (24) month period for each employee and his or her spouse and **\$250.00** per twelve (12) months for children;
- (e) Dental Care: 100% coverage to a maximum of \$1500.00 for every calendar year using current ODA fees;
- (f) Extended Health Coverage, including prescription drug plan;
- (g) Chiropractor/Massage: co-pay 50/50 with a \$500.00 cap/year**

21.02 Employer Responsibility for Premiums - The Employer shall be responsible for and pay the premiums charged for the Benefit Plans on the following basis:

- (a) for each full-time employee, the Employer shall pay one hundred percent (100%) of the billed premium per employee;
- (b) for each part-time employee, the Employer shall pay the amount equal to the billed premium per employee multiplied by the fraction of which the numerator equals the actual number of regular hours worked by such employee on a bi-weekly basis and the denominator equals eighty (80);
- (c) the Employer shall be entitled to deduct from bi-weekly earning of each part-time employee the amount equal to the billed premium per employee minus the amount determined in accordance with sub-paragraph 21.02 (b) hereof;
- (d) the Benefit Plans shall not be provided for any probationary employee or casual employee.

21.03 Continuation of Benefits - The Employer's contribution to the premium cost of the Benefit Plans shall continue when an employee is:

- (a) laid off for a period not exceeding twelve (12) months;
- (b) on sick leave for as long as coverage is provided in accordance with paragraph 17.04; or
- (c) is absent from work on approved leave of absence.

21.04 Administration of Benefit Plans - All of the benefits set out in the Benefit Plans shall be more particularly described and set forth in the respective plan documents or policies of insurance. Each employee shall be solely responsible for resolving with the insurer(s) any disputes concerning the payment or provision of benefits under any of the Benefit Plans. The Employer shall not be responsible for any of the benefits payable or to be provided under the Benefit Plans or for resolving any disputes between any employee and the insurer(s) of the Benefit Plans; however, the Employer will make its best offers to assist the employees to adjust and settle any such disputes.

21.05 Waiver of Benefit Plans - Any employee may waive the benefits available to such employee under the Benefit Plans, or may waive part of such benefits if permitted by the insurer(s) of the Benefit Plans, by giving written notice to that effect to the employer in such form as may be required by the Employers or as may be prescribed by the insurer(s) of the Benefit Plans.

21.06 Group RRSP - The Employer agrees to arrange for the establishment of a group Registered Retirement Savings Plan and will pay for the administration of such plan. Employees may, at their option, contribute to such plan by way of payroll deduction. The Employer will match an employee's RRSP contribution up to **\$0.32 Feb. 8/07, \$0.34 Feb. 8/08, and \$0.36 Feb. 8/09** per regular hour worked. Employer contributions based on employee match. Should an employee not contribute, the Employer will not be obligated to do so.

21.07 **Employer agrees to pay fifty dollars (\$50.00) in year one (1), sixty dollars (\$60.00) in year two (2)(Feb 8/08) and seventy dollars (\$70.00) in year three (3)(Feb 8/09)for uniforms.**

## ARTICLE 22 - NO STRIKES OR LOCK-OUTS

22.01 Strikes Prohibited - The Union hereby covenants and agrees that, for and during the term of this Agreement and for so long as the same continues to operate, none of the Union or any of its Directors or Officers, the bargaining unit or any of its Stewards or Officials, or any employee shall demand, call for, encourage or participate in any "strike" within the meaning of the Act.

22.02 Lock-outs Prohibited - The Employer hereby covenants and agrees that, for and during the term of this Agreement and

for so long as the same continues to operate, none of the Employer or its Officers or Directors, the Administrator or any Manager, Supervisor, person above the rank of supervisor or other employee of the Nursing Centre not included in the bargaining unit, shall suggest, encourage, cause, participate in or approve any "lock-out" within the meaning of the Act.

#### **ARTICLE 23 - TERM OF AGREEMENT**

23.01 Term - This agreement shall become effective on **February 9, 2007**, and will remain in effect until **February 8, 2010**, and shall continue in force from year to year thereafter unless either party gives written notice of termination to the other not less than sixty (60) days and not more than ninety (90) days prior to **February 8, 2010**.

23.02 Other Amendments - This Agreement may be amended at any time during the term hereof or any renewed term hereof by agreement in writing made between the parties.

#### **ARTICLE 24 - EMPLOYER SUCCESSION**

24.01 Employer as Mortgagee in Possession - The Union, for itself, the Bargaining Unit and all employees, hereby acknowledges and agrees that the Employer is the first mortgagee of the lands comprising the Nursing Centre and the Employer has taken possession and control of the Nursing Centre and has been and continues to undertake the management of the Nursing Centre as first mortgagee in possession.

24.02 Disposition of Nursing Centre - The Union, for itself, the bargaining unit and all employees, hereby acknowledges and agrees that the Employer shall only be bound pursuant to the terms and conditions of this agreement for so long as the Employer is the first mortgagee in possession of the Nursing Centre and that, upon completion of any sale or other disposition of the Nursing Centre and its assets by the Employer to any other person, firm or corporation (the "Successor") pursuant to the provisions of the Employer's mortgage and other security, the following provisions shall apply:

- (a) the Employer shall be automatically released from all of its obligations and liabilities under and pursuant to this Agreement in respect of any matters arising hereunder from and after completion of any such sale, and the Union shall execute and deliver to the Employer a release and acknowledge of the same in such form and content as is reasonably satisfactory to the parties and their respective solicitors;
- (b) the Successor shall provide a written acknowledgment to the Union that, from and after completion of such

sale and pursuant to Section 64 of the Act, the terms and conditions of this Agreement shall be fully binding upon and inure to the benefit of the Successor as if the Successor had been an original party to this Agreement in place of the Employer.

24.03 Indemnification - The Union hereby covenants and agrees to save and defend the Employer harmless from any and all actions, causes of action, proceedings, claims, demands, liability, costs and expenses of every nature and kind whatsoever arising from or in connection with any allegation or claim by any person, firm or corporation that the Employer was lacking in any authority to enter into this Agreement pursuant to the Employer's mortgage and/or other security documents.

#### **ARTICLE 25 - MISCELLANEOUS**

25.01 Bulletin Board - The Employer shall provide a bulletin board upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to employees. The Union agrees that all notices, except notices of regular meetings or special meetings of the Union local, must be signed by an officer of the Union and submitted to the Administrator or when the Administrator is not available, to his designate for approval prior to posting, which approval shall not be unreasonably withheld.

25.02 Parking - Free parking facilities will be provided for the employees.

25.3 Lockers - Lockers will be made available for the use of employees.

#### **ARTICLE 26 - GENERAL CONTRACT PROVISIONS**

26.01 Entire Agreement - This Agreement constitutes the entire agreement between the parties and there are no other representations, warranties, terms or conditions pertaining to this Agreement or the subject matter hereof other than as herein set forth.

26.02 Time of the Essence - Time is and shall remain of the essence under and pursuant to this Agreement.

26.03 No Waiver of Defaults - Failure by any party to strictly enforce any provisions hereof shall not operate as a waiver or limitation of such party's rights hereunder in respect of any subsequent default.

26.04 Severability - If any provision of this Agreement or the application thereof to any person or circumstance is to any extent held or rendered invalid, unenforceable or illegal, the

same shall be considered separate and severable here from and all other provisions of this Agreement shall remain in full force and effect and be binding upon the parties hereto.

26.05 Agreement Binding Upon Successors - This Agreement and all rights and obligations arising from same shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal personal representatives, successors and assigns.

#### **ARTICLE 27 - HUMANITY FUND**

The Employer agrees to deduct on a twice per year basis the amount of \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to United Steelworkers National Office, 7th Floor, 234 Eglinton Avenue East, Toronto, ON M4P 1K7, and to advise, in writing, both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The amount deducted from employees' wages shall be sent to the Humanity Fund twice per year. Deductions for the first six (6) months shall be sent no later than July 31<sup>st</sup>. Deductions for the last six (6) months shall be sent no later than January 31<sup>st</sup>. Each year, the Company agrees to report the amount deducted from each employee's pay and the total amount for the previous year contributed to the Humanity Fund on the employees' T-4's as a charitable contribution.

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

The first Humanity Fund deduction as aforesaid shall be for the sixth month following ratification of this agreement.

**LETTER OF UNDERSTANDING**

1. RE: Students

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

All students will be paid in accordance with the effective hourly wage scale.

2. RE: Article 16.07

The parties agree, subject to annual renewal of this letter of understanding, that requests for vacation time during the Christmas season, shall be considered on an individual basis and granting of same will be at the sole discretion of the Administrator. No more than one request per department will be considered and the granting or declining of a request will not be the subject of a grievance.

The Union and the Company agree to meet to discuss scheduling of vacations at Christmas time. The Company and Union agree that the criteria to be used are:

- 1) availability of replacements and 2) equitable

distribution of vacations at Christmas time amongst  
all employees where practicable.

LETTER OF UNDERSTANDING

Part Time Employees

No. 1

The parties agree that no employee shall hold two (2) part time positions. Employees wishing to pick up additional hours may do so by requesting that their name be placed on an alternate departments call in list (provided they have the qualifications required of the alternate classification).

The alternate departments call in list will be used when the regular department's seniority call in list has been exhausted.

**LETTER OF UNDERSTANDING**

**Health & Safety & WSIB**

The Company and the Union agree to draft a Health and Safety and Compensation (WSIB) policy that will be signed as a Letter of Agreement by the parties within ninety (90) days of ratification.

**LETTER OF UNDERSTANDING**

**Harassment**

The Company and the Union agree to draft a Harassment policy that will be signed as a Letter of Agreement by the parties, within ninety (90) days of ratification.

## SCHEDULE 'A'

February 8, 2007 (Year 1)

Job	Probation	After Probation	6 months After Prob.
PSW	\$15.83	\$16.09	
\$16.34			
RPN	20.81	21.06	21.34
Activity Aide	14.79	15.05	15.30
Office	14.79	15.05	15.30
Dietary Aide	14.87	15.12	15.38
Cooks	n/a	n/a	n/a

\* above wages include pay equity since there has been no change

February 8, 2008 (Year 2)

Job	Probation	After Probation	6 months After Prob.
PSW	\$16.57	\$16.84	
\$17.10			
RPN	21.43	21.69	21.98
Activity Aide	15.31	15.58	15.84
Office	15.31	15.58	15.84
Dietary Aide	15.39	15.64	15.91
Cooks	16.48	16.73	17.01

\* above wages include pay equity since there has been no change

February 8, 2009 (Year 3)

Job	Probation	After Probation	6 months After Prob.
PSW	\$17.34	\$17.62	
\$17.89			
RPN	22.07	22.34	22.64
Activity Aide	15.85	16.13	16.39
Office	15.85	16.13	16.39
Dietary Aide	15.92	16.18	16.46
Cooks	16.97	17.23	17.52

\* above wages include pay equity since there has been no change

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GREAT NORTHERN NURSING CENTRE LTD.**

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**UNITED STEELWORKERS**

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