

C O L L E C T I V E A G R E E M E N T

B E T W E E N:

Pathways, Inc.
(hereinafter referred to as the
Company or Pathways)

- and -

United Steel, Paper and Forestry, Rubber, Manufacturing,
Energy, Allied Industrial and Service Workers International
Union (United Steelworkers)

on behalf of Local 8748
(hereinafter referred to as the Union)

ARTICLE 1 - UNION RECOGNITION

- 1.01 Pathways recognizes the Union as the sole and exclusive bargaining agent for all employees in Sault Ste. Marie save and except supervisors, persons above the rank of supervisors, office staff and registered nurses, but including employees regularly employed for not more than twenty-four hours per week and students employed during the school vacation period.
- 1.02 All references to the male gender in this agreement shall read as applying to the female gender where the context would apply.
- 1.03 .01 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 Union=s Constitution.
- .02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station `A`, Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115 will also be sent to the Union office at 68 Dennis Street, Sault St. Marie, Ontario, P6A 2W9
- .03 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 in article .02 in such form as shall be directed by the Union to the Company.

- .04 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.
 - .05 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.
- 1.04 The Company agrees not to contract out any work normally performed by members of the bargaining unit to the extent that it results in a lay-off of any employee other than casual part-time employees, or a reduction in the regularly scheduled weekly straight time hours of full-time employees.
 - 1.05 Non bargaining unit employees shall not perform work usually performed by bargaining unit employees except in the case of emergencies or for job training purposes. The three full time and two part-time supervisors hired prior to October 19, 1995, who are listed in Appendix A of the interest arbitration award which is incorporated by reference will be exempted from this Article while they continue to perform their supervisory duties as they existed as of the date of this award.

ARTICLE 2 - UNION REPRESENTATION

- 2.01 The Company agrees to deal with the duly elected officers of the Union in all matters relating to the negotiation and administration of this agreement.
- 2.02 The Union agrees to notify the Company promptly of the names and positions of all officers of the Union.
- 2.03 It is understood and agreed that a Union committee may be assisted by a Staff Representative of the Union.
- 2.04 The Union may post notices on bulletin board in the Staff room subject to being initialled by the Union and the Company. The bulletin board is to be in a location acceptable to the Union and the Company.
- 2.05 Union Representatives will be permitted to discuss Union business with new employees on Company premises but such discussions shall not take place during working hours or interfere with the operations.

- 2.06 Where meetings are held between the Union and the Company to discuss issues related to the administration, negotiation or alleged violation of the Collective Agreement, or any other matter arising from the relationship between them and the meeting is not held on the Company's premises, the costs relating to the rental of meeting location will be shared equally between the Parties.

ARTICLE 3 - NO STRIKES OR LOCKOUTS

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

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that the management of Pathways and operations and direction of the employees are fixed exclusively in Pathways without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, lay-off, suspend and retire employees provided that a claim by an employee who has acquired seniority that he has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as here-in-after provided;
 - (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees. Such rules and regulations and any amendments thereto shall be provided to and discussed with the Union a minimum of seven (7) calendar days prior to their implementation;
 - (d) determine the nature and kind of business conducted by Pathways, the kinds and locations of operation; equipment and materials to be used; the methods and techniques of work; the number of employees to be employed; the extension, limitation, curtailment or cessation of

operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with Pathways except as specifically limited by the express provisions of this agreement.

ARTICLE 5 - NO DISCRIMINATION

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

5.02 The Company and Union agree there shall be no discrimination against any employee in contravention of the Ontario Human Rights Code, R.S.O. 1996 Chapter H. 19 or as amended from time to time.

5.03 An employee shall, upon written request at least five days in advance, have an opportunity to review his personal file. The information the employee may view will be:

- (1) Application form
- (2) Written warnings and evaluation
- (3) Incident reports
- (4) Medical file

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

ARTICLE 6 - SENIORITY

6.01 The Company will post annually a seniority list for part-time employees regularly employed for not more than twenty-four hours per week and a separate seniority list for full time employees. Such list shall show the employee's name and last date of hire. Where part-time employees are accepted as full time employees their date of hire shall be shown as the date they assumed a full time occupation.

Casual Employee

- means an Employee who is not a Probationary Employee and for whom the Employer does not provide regularly scheduled hours of work and whose scheduled hours do not, in any event, exceed twenty-four (24) hours per week

Part Time Employee

- means an Employee who is not a Probationary Employee and whose regular hours of work are scheduled by the Employer to be not in excess of twenty-four (24) hours per week

Full Time Employee

- means an Employee who is not a Probationary Employee and whose regularly scheduled hours are in excess of twenty four (24) hours per week

Students

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

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

- 6.02 Copies of such lists shall become final fifteen days following posting unless a grievance is filed during such period. In case of a grievance being filed concerning a seniority date the list will become final upon resolution of the grievance.
- 6.03 Newly hired employees will not acquire seniority until they have worked two hundred and seventy (270) hours as a probationary period. The purpose of such probationary period shall be to allow the Company to decide whether it wishes to retain an employee.
- 6.04 When a permanent vacancy occurs, or a new position is created inside the bargaining unit, Pathways shall post a notice of the position on the bulletin boards for a minimum of five (5) working days so that all members will know about the vacancy or new position.
- (a) Such notice shall contain the following information: Nature of position, qualifications;

required knowledge and education; shift; wage or salary rate or range.

- (b) Pathways may temporarily fill a vacancy irrespective of this Article until the posting is completed.
- (c) Selection shall be made on the basis of Article 6.05. The name of the successful applicant shall be posted on all applicable bulletin boards.
- (d) The successful applicant shall be placed on trial for a period of thirty (30) shifts. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former or similar position without loss of seniority or former salary.
- (e) If it is known that an employee is to be absent for more than twenty (20) working days the job will be posted as a temporary job and the provisions of this article will apply. Upon completion of the temporary job the employee will return to his former position.
- (f) This article shall not apply to relief part-time employees.

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

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- 7.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 7.02 The normal work day for the various classifications, and staffing levels, shall be as set out below, the

normal work week shall be four consecutive day,
afternoon, or night shifts.

HEALTH CARE

| | | |
|------------------------|------------------------|-------------|
| RNA | 7:30 a.m. - 4:00 p.m. | |
| | 4:00 p.m. - 11:00 p.m. | |
| | 11:00 p.m. - 7:30 a.m. | |
| Attendant (full time) | 7:30 a.m. - 2:00 p.m. | (2 persons) |
| | 2:00 p.m. - 11:00 p.m. | (2 persons) |
| | 11:00 p.m. - 7:30 a.m. | (1 person) |
| Attendant (part time) | 7:30 a.m. - 2:00 p.m. | (1 person) |
| | 7:30 a.m. - 12:00 p.m. | (2 persons) |
| | 2:00 p.m. - 7:00 p.m. | (1 person) |
| | 4:30 p.m. - 9:30 p.m. | (1 person) |
| Private Care Attendant | 7:30 a.m. - 2:00 p.m. | (2 persons) |
| | 2:00 p.m. - 9:30 p.m. | (1 person) |
| | 12:00 p.m. - 6:30 p.m. | (1 person) |

SUPPORT SERVICES

| | | |
|----------------|------------------------|-------------|
| Utility | 7:00 a.m. - 1:30 p.m. | (2 persons) |
| | 1:30 p.m. - 8:00 p.m. | (2 persons) |
| Assistant Cook | 7:00 a.m. - 1:30 p.m. | (1 person) |
| Cook | 7:00 a.m. - 1:30 p.m. | (1 person) |
| | 12:00 p.m. - 6:30 p.m. | (1 person) |
| Housekeeping | 7:30 a.m. - 3:00 p.m. | (1 person) |
| Maintenance | 8:00 a.m. - 4:00 p.m. | (1 person) |

7.03 The meal period shall be an uninterrupted, unpaid period of one-half (1/2) hour, except in cases of emergency. Employees who wish may leave the premises during an unpaid meal period provided they receive permission from the supervisor upon leaving.

7.04 Work schedules covering a one (1) month period shall be posted two (2) weeks in advance of each one (1) month period.

The Employer shall arrange shift schedules so that employees have at least one (1) weekend off in four (4).

- 7.05 Employees shall be entitled to a fifteen (15) minute rest period in each shift of six (6) hours or less and two (2) such rest periods in shifts exceeding six (6) hours.
- 7.06 All hours worked prior to or beyond the Employees scheduled shift in a day or beyond 37.5 hours in a week shall be paid at overtime rates of time and one-half. All overtime must be authorized by the supervisor responsible. Where required, and for information purposes only, employees shall report for work fifteen (15) minutes prior to the start of their shifts without incurring overtime rates.
- 7.07 Employees who work overtime will not be required to take time off in regular hours, to make up for overtime worked.
- 7.08 There shall be no "pyramiding" or duplication of benefits or overtime rates.
- 7.09 Where an employee is authorized or required to work for a period of at least two (2) hours duration beyond the normal shift period, he will be given a rest period of fifteen minutes.
- 7.10 When an employee books off a regular scheduled shift, Pathways shall first offer this shift to employees qualified to perform the work who are on the premises from the immediately preceding shift in accordance with seniority. If those employees are unable or unwilling to extend their hours of work, then Pathways shall next offer that shift to employees who are otherwise not scheduled to work. If, after this, Pathways is still unable to fulfil its staffing needs, it shall have a right to declare an emergency situation as provided by Section 1.06.
- 7.11 Employees shall, provided sufficient advance notice in writing be given, and with the approval of Pathways, exchange shifts if there is no increase in costs to Pathways.
- 7.12 Employees providing less than fourteen (14) days notification of such requested shift change, shall be responsible for finding their own qualified replacement. Such replacement shall be either a full time or part-time employee. In any event it is understood that such change shall not result in overtime payment.

- 7.13 The provisions of Article 7.04, 7.11 and 7.12 do not apply to relief part-time employees or students and they shall be scheduled on an as needed basis.
- 7.14 A shift premium of \$.35 per hour shall be paid for all hours worked between 2:00 pm and 7:30 am.
- 7.15 It is the duty of employees to inform their employer that they will be unable to be at work for a scheduled shift as early as possible. Barring unforeseen or emergency circumstances the notice should be at a minimum two hours in advance of the scheduled afternoon shift and no later than 12 midnight the previous evening for the day shift.
- 7.16 Employees who do not wish to work any shifts other than their regular scheduled shifts will advise the Company to remove their names from the call-in list. Employees will be allowed to add their names to the call-in list if they give notice to the Company in writing.

ARTICLE 8 - PUBLIC PAID HOLIDAYS

- 8.01 The following days shall be considered as Public Paid Holidays:

| | |
|------------------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Victoria Day |
| Civic Holiday | Dominion Day |
| Christmas Day | Boxing Day |
| Family Day (February) | |

In addition, full and part time employees will have their birthday off with pay if they are scheduled to work on that day, but not if filling-in for another employee (to start after August 31, 2003).

- 8.02 An employee who works on a Public Paid Holiday shall be paid overtime rates of time and one half for all such hours worked in addition to Public Paid Holiday pay.
- 8.03 Public Paid Holiday pay equal to an employee's normal daily earning shall be paid to all employees for each Public Paid Holiday, whether or not the holiday falls on a normal working day, except where an employee:
- (a) is employed for less than three (3) months;

- (b) has not earned wages on at least ten (10) days during the four (4) weeks immediately preceding the public holiday;
- (c) fails to work his scheduled regular day of work preceding or his scheduled regular day of work following a public holiday;
- (d) has agreed to work on a public holiday and who, without reasonable cause, fails to report for and perform the work, or
- (e) is employed under an arrangement whereby the employee may elect to work or not when requested to do so.

ARTICLE 9 - VACATIONS

- 9.01 Employees with less than three (3) years of service shall be entitled to two (2) weeks of vacation upon the completion of each twelve (12) months of employment with vacation pay of four (4) percent of such employees' wages. Vacation pay will be calculated and paid to employees at the time vacation is taken.
- 9.02 Employees with more than three (3) years of service and less than eight (8) years of service shall be entitled to three (3) weeks of vacation upon the completion of each twelve (12) months of employment with vacation pay of six percent (6%) of such employees' wages. Vacation pay will be calculated and paid to employees at the time vacation is taken.
- 9.03 Employees with more than eight (8) years of service and less than fifteen (15) years of service shall be entitled to four (4) weeks of vacation upon the completion of each twelve (12) months of employment with vacation pay of eight percent (8%) of such employees' wages. Vacation pay will be calculated and paid to employees at the time vacation is taken.
- 9.04 Employees with fifteen (15) years of service or more shall be entitled to five (5) weeks of vacation pay at ten percent (10%) of such employee's wages (effective January 1, 2003).
- 9.05 Vacation times shall, wherever possible, be scheduled at a mutually agreeable time recognizing the needs of

the operation. Where vacation times requested conflict, the senior employee shall be given preference provided qualified replacements are available.

- 9.06 Vacation pay will be calculated and paid on last pay day before vacation is taken.
- 9.07 Employees with twenty (20) years of service or more shall be entitled to six (6) weeks of vacation pay at twelve percent (12%) of such employee's wages (effective January 1, 2006).

ARTICLE 10 - WAGES

- 10.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to wage rates for each occupation.
- 10.02 Pay shortages of over four (4) hours are to be paid out on a separate cheque within two (2) working days of being submitted. Any shortage amount less than four (4) hours pay will be added on to next pay.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.01 A leave of absence is permission granted at the discretion of the Company to an employee who makes written application to be absent from his job for a specified period not to exceed six (6) months.

ARTICLE 12 - JOINT HEALTH AND SAFETY COMMITTEE

- 12.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- 12.02 The Employer and the Union shall maintain an Occupational Safety and Health Committee consisting of one (1) member elected or appointed by the Union and one (1) member appointed by the Employer.
- 12.03 The Company and the Union agree to meet monthly, or every two (2) months if agreed, to discuss matters of mutual concern relating to the improvement of

operations of employee safety and welfare. A Staff Representative from the Union shall attend the monthly meeting if jointly requested by the Parties.

- 12.04 The Company will pay up to one (1) hour of wages for a Union representative who attends such meetings during their scheduled working hours.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.01 Any matter which an employee wishes to raise with the Company shall first be discussed by the employee with his immediate supervisor in an attempt to resolve the matter.
- 13.02 If any matter concerning the meaning or application of the provisions of this agreement is not resolved according to article 13.01 a written grievance may be filed at Step I within twenty-one (21) days of the occurrence of the fact or event giving rise to the grievance.
- 13.03 The supervisor shall reply in writing to the grievance within ten (10) days of receiving the grievance.
- 13.04 If the written answer at Step I is unsatisfactory the Union will advise the Company in writing within ten (10) days of the Step I answer that the matter is referred to Step II.
- 13.05 The Chief Administrator shall meet with the Union and discuss the grievance within ten (10) days of the referral to Step II and give the Union a reply in writing within ten (10) days of such meeting.
- 13.06 Grievances of a General Nature alleging a breach of this agreement may be filed at Step II by either party within twenty-one (21) days of the occurrence of the fact or event upon which the grievance is based.
- 13.07 All time limits specified herein shall be considered mandatory unless extended by mutual agreement in writing.
- 13.08 Any grievance which has been properly carried through all steps of the grievance procedure outlined herein and which has not been settled, will, at the written request of either party, be referred to an arbitrator within thirty days of the reply at the final step.

- 13.09(a) The parties will appoint an arbitrator selected in rotation from the following list:
- (1) P.G. Barton
 - (2) Peter Warrian
 - (3) Louisa Davie
- (b) If any member of the above list who, having been requested in his turn to act as a sole arbitrator on an arbitration case, shall be unable to act as an arbitrator, he shall not again be requested to act as an arbitrator until his name comes up again on the list of arbitrators, on a rotation basis.
- 13.10 In regard to the decision on the grievance which was submitted, the jurisdiction of the arbitrator is limited to the stipulation of the agreement and the arbitrator shall not have the right to add, delete, change or amend this agreement in any way.
- 13.11 Each party shall pay its own costs and expenses of the witnesses which it called. The fees and expenses of the arbitrator shall be paid equally by the parties.

ARTICLE 14 - BENEFIT PLANS AND SICK LEAVE

- 14.01 Effective November 27, 1993, the Company will provide the following coverage for all participating full time employees:
- (a) The Company shall contribute 100% of the billed premium for coverage of eligible employees in the active employ of the Company for a group life insurance plan in the amount of \$17,000.00.
 - (b) The Company shall pay 100% of the billed single/family premium rate for an Extended Benefit Plan with a \$10.00 (single) or \$20.00 (family) deductible feature.
 - (c) The Company shall contribute 100% of the billed premium for coverage of eligible employees in the active employ of the Company for a Vision Care Plan under which each employee shall be entitled to \$125.00 per employee for every 24 month period.
 - (d) The Company shall contribute 80% of the billed premium for coverage of eligible employees in the active employ of the Company for the Blue Cross

No. 7 Dental Plan or equivalent in accordance with the 1989 ODA fee schedule. Twenty (20%) percent of the premium shall be paid by each employee through payroll deductions.

- (e) The Company agrees to contribute 100% of the billed premium for the coverage of eligible employees in the active employ of the Company for a weekly indemnity plan. Coverage is to commence on the first day of absence caused by illness or accident requiring hospitalization and the eighth day of illness or accident to a maximum of 17 weeks at 66 2/3 percent of salary.

14.02 In lieu of the benefits set out In Article 14.01, part-time employees shall receive an amount of **ten (10%)** percent of their regular straight time hourly rate **effective September 1, 2008.**

14.03 Sick Leave

Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act.

- (1) Effective, January 1, 2002, all employees with one (1) or more years of service will be credited with fourteen (14) days sick leave. Employees with less than one (1) year of service will be credited with one (1) day per month of service up to a maximum of twelve (12) days per year.
- (2) Sick leave credits will not be carried forward from year of employment to the subsequent year.
- (3) To be eligible for the paid sick leave, the employee must notify management as soon as is reasonably possible. Sick leave will be considered as hours worked for all purposes contained in this collective agreement.

(8) **A casual employee must work a minimum of eight shifts in a month in order to be eligible to accumulate a sick day for that month.**

14.04 An employee who is eligible for and in receipt of benefits under the weekly indemnity plan outlined under Article 14.01(e) shall be entitled to have continued the premiums paid by the Company for the plans outlined under Article 14.01 (a) to (d).

14.05

Policy and Guidelines

In our Collective Agreement the Union and Company have negotiated a sick pay provision for the benefit of employees providing for no loss of wages for individuals who were unable to work due to non occupational illness or injury. While this benefit is being used responsibly by the majority of the workforce there is concern that some employees are abusing the benefit to the detriment of everyone.

Although this package contains general information for all employees about the policy and procedures associated with the benefit, the abuse policy is directed only at those employees who are found to be misusing the benefit.

Employee Responsibilities

If an employee is unable to report for a scheduled shift for any reason the employee must notify their supervisor or any other contact person designated, of their inability to report to work far in advance of their shift starting time as possible.

It is the duty of the employees to inform their employer that they will be unable to be at work for a scheduled shift as early as possible. Barring unforeseen or emergency circumstances the notice should be at a minimum of two hours in advance of the scheduled afternoon shift and no later than 12 midnight the previous evening for the day shift.

If the reason for absence is due to illness or accident of a non-occupational nature that prevents the employee from being able to report for work, the employee is entitled to the sick pay benefit. A request for such a benefit must be processed by the employee upon his return to work.

Under no circumstances should the sick pay benefit be used to cover time lost due to an occupational illness or injury or the recurrence of an occupational illness or injury.

THIS BENEFIT IS PAYABLE ONLY TO AN EMPLOYEE WHO IS PREVENTED FROM REPORTING TO WORK DUE TO HIS OR HER ILLNESS OR INJURY OF A NON-OCCUPATIONAL NATURE.

Supervisor's Responsibilities

The supervisor must ensure that all employees reporting to her are aware of their requirement to report their inability to report as scheduled as far in advance of their shift starting time as possible. The employees must be informed of the procedure for reporting their absence and the name and telephone number of the contact person.

When the contact person receives the call from the employee the contact person should record the following information:

- * Date and time the call is received.
- * Name of the employee. If someone other than the employee is making the call, the name and telephone number of the individual calling.
- * The reason for the absence. If the absence is due to illness or injury, is the illness or injury of an occupational or non-occupational nature?
- * The date that the employee expects to return to work.

If the absence was due to an illness or injury of a non-occupational nature, when the employee returns to work the supervisor must ensure that the proper request for sick pay benefit is processed prior to any authorization of payment of the benefit.

Abuse of the Benefit

If the supervisor or contact person receives a call from an employee who states that an illness or injury is preventing them from reporting for work and there is reasonable cause to believe that the illness or injury is not legitimate, the supervisor or contact person shall require the employee to obtain acceptable medical documentation. The certification must state the date and time the employee is seen by the physician and must be signed by the physician confirming that the employee's illness or injury prevented the employee from reporting for work on the shift in question. Such certification should be taken by the employee to the Administrator. The cost for such acceptable certification will be reimbursed by the company.

If any employee has a high level of absences, or the

supervisor has reason to suspect the employee is abusing the sick pay benefit, the employee will be interviewed. The employee may be accompanied by his steward or union representative, if they so wish. The purpose of this meeting will be to discuss with the employee his absentee problem and provide the employee with information on available services and treatment. If an employee is unable to justify their absence then their right to the sick pay benefit will be restricted. In most cases the employee will be required to provide acceptable medical documentation for each and every day of absence in order to qualify for sick pay. If the employee is requested to present medical certification of their inability to work, the certification must state the date and time the employee is seen by the physician and must be signed by the physician confirming that the employee's illness or injury prevented the employee from reporting for work on the shift(s) in question. The cost for such certification will be the responsibility of the employee. The certification must be presented to the Administrator. If the employee's attendance record improves, their rights will be restored after a three (3) month period. If the employee's attendance record does not improve the following shall apply.

Continued Abuse of the Benefit

If an employee continues to abuse the sick pay benefit, fails to provide certification as requested, or there is an indication that the employee has falsely claimed the benefit, the department head or his designate will conduct a meeting with the employee. The employee may be accompanied by his steward or union representative if he so wishes. The purpose of the meeting is to determine the facts relating to the abuse or false claim.

An employee who is found to be abusing the sick pay benefit, fails to provide certification, or falsely claims entitlement to the sick pay benefit will be subject to discipline.

Some Common Questions and Answers About Sick Pay

1. What is sickness?

A medical condition that is serious enough to prevent your ability to attend work.

2. What constitutes abuse?

A fraudulent or inappropriate use of this benefit constitutes abuse. Applying for sick payment when you are not sick is fraud.

3. What is the impact of sick pay abuse?

- * A negative impact on increased costs
- * A negative impact on co-workers
- * A negative impact on residents
- * A negative impact on community perception of our company and its employees

4. What happens if abuse is suspected?

The department head, or their designate, and steward will review the situation with the employee. The attendance is discussed to investigate the reasons for the absences. (The aim will be to determine what help may be available to aid the employee to improve his attendance.)

5. If someone in my family is sick and I have to stay home do I qualify for the sick pay benefit?

NO! The benefit was negotiated for the absence due to your illness or injury. It may be possible to make other arrangements for the necessary time off.

6. What if I need time off for legitimate personal reasons but I am not sick?

As in the previous question it may be possible to make other arrangements with the contact person or the department head. e.g. shift trade, vacation, time off without pay with permission.

7. If I am issued discipline for abuse of the benefit and feel it is unwarranted what do I do?

Your union is there to protect the rights of its members and you have full access to your rights under the problem resolution process and the grievance procedure in the Collective Agreement.

8. What happens if I have a medical appointment during working hours?

This benefit is in place to provide for loss of income if you are unable to come to work because of illness or injury. Every attempt should be made to schedule appointments outside of working hours or to arrange

for changes in your schedule to enable you to attend necessary medical appointments.

9. Does this cover me for work related illness or injury or a relapse of a work related illness or injury?

NO! This benefit is for non work related injuries or illness only. Your WSIB claim could be negatively affected.

10. Do I have to give confidential medical information to my supervisor if I am questioned about my absences?

NO! Medical information is confidential however you may be required to provide information to the Administrator if it is necessary to justify your absences.

11. Can my supervisor request medical certification of my absence?

In normal circumstances your supervisor will not request this however if there is some reason to suspect abuse is taking place she may. The certification should be taken by the administrator and confidentiality will be maintained. If your absence is justified by your doctor the cost of the certification will be covered by the company.

If you have been identified as an abuser you may be required to provide certification of your inability to work for every absence. This certification will not contain confidential information and must be supplied to the Administrator. You will be responsible for any cost.

ARTICLE 15 - BEREAVEMENT LEAVE

15.01 An employee will be granted a leave-of-absence with pay up to a maximum of three (3) scheduled working days in the event of the death of an employee's child, parent, brother, sister, and spouse including common law spouse, father-in-law, mother-in-law, daughter-in-law and son-in-law, **brother-in-law, sister-in-law**, grandchild, grandparents, former guardian. It is understood that any day or days granted as bereavement leave are to be paid only where the employee would otherwise be scheduled and expected to work.

ARTICLE 16 - WITNESS OR JURY DUTY

16.01 Pathways shall grant leave of absence without loss of seniority to an employee who is required to report for jury duty or is subpoenaed as a witness in any court proceeding. Pathways shall pay such an employee the difference between his normal earnings and the payment he received for jury service or court witness service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received. The foregoing shall not apply to proceedings between Pathways and the Union and/or any person represented by the Union. When the employee involved is working on the night shift, he shall for the purposes of this Article, be excused, where necessary, on the shift immediately preceding the jury or witness duty. This provision will apply to part time employees only when they have been pre-scheduled for work.

ARTICLE 17 - MATERNITY AND ADOPTION LEAVE17.01 Maternity Leave

- (a) An employee who is pregnant shall be entitled, upon her application therefore, to a leave of absence without pay of seventeen (17) weeks from her employment or such shorter leave as absence without pay, as the employee may request. The leave of absence without pay may, at the request of the employee, be extended to a maximum of six (6) months in which event the approval of the employer shall not be unreasonably withheld.
- (b) Notwithstanding subsection (a) and subject to subsection (e), where the actual date of her delivery is later than the estimated date of delivery, the unpaid leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.
- (c) The employee shall give the Company two (2) weeks notice in writing of the day upon which she intends to commence her unpaid leave of absence and furnish the Company with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.

- (d) Subject to subsection (e), an employee may, with the consent of the Company, shorten the duration of the unpaid leave of absence requested under subsection (a).
- (e) An employee may shorten the duration of the six (6) week period mentioned in subsection (b) upon giving the Company two (2) weeks notice of her intention to do so and furnishing the Company with the certificate of a legally qualified medical practitioner stating she is able to resume work.
- (f) The Company, before or after the commencement of the period referred to in subsection (a), may require the employee to commence a leave of absence, without pay, at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.
- (g) When the employee reports for work upon the expiration of the period referred to under Article 17.01 of this agreement, the Company agrees to reinstate the employee in her position or provide her with alternative work of a comparable nature at no less than her wages at the time her unpaid leave of absence began and without loss of benefits accrued to the commencement of her unpaid leave of absence.
- (h) For purposes of this section it is understood that seniority will continue to be tabulated only for a maximum of seventeen (17) weeks irrespective of the length of the pregnancy lasting longer than seventeen (17) weeks.

17.02 Adoption Leave

- (a) Where an employee has qualified to adopt a child, such employee may be entitled to a leave of absence without pay for seventeen (17) weeks. Such employee shall advise the Company as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for adoption leave shall not be unreasonably withheld. The leave of absence without pay may, at the request of the employee, be extended to a maximum of six (6) months, in which event the approval of the Company shall not be unreasonably withheld.
- (b) It is understood that during such a leave, credit for service or seniority for the purposes of salary

increment, vacations, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended during such a leave and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of employee benefits in which he or she is participating for the period of the absence.

- (c) An employee returning from adoption leave shall be reinstated in her or his former position held at the time or commencing such leave, or a comparable position if the original position is not available.
- (d) For the purposes of this section it is understood that seniority will continue to be tabulated only for a maximum of seventeen (17) weeks irrespective of the length of the adopting leave lasting longer than seventeen (17) weeks.

17.03 Refer to Employment Standard Act where applicable.

ARTICLE 18 - UNIFORMS

18.01 All full time and part time employees who are required by the Company to wear a uniform are entitled to a uniform allowance paid at the rate of **\$12.00** per month. This amount will be paid monthly.

ARTICLE 19 - HUMANITY FUND

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

The amount deducted from employees' wages shall be sent to the Humanity Fund twice per year. Deductions

for the first six (6) months shall be sent no later than July 31. Deductions for the last six (6) months shall be sent no later than January 31.

Each year, the Company agrees to report the amount deducted from each employee's pay and the total amount for the previous year contributed to the Humanity Fund on the 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.

ARTICLE 20 - PENSION FUND

20.1 Starting **September 1, 2008**, the employer shall contribute **sixty** dollars (**\$60.00**) per month into an RRSP fund for each regularly scheduled employee who has been employed for a minimum of six (6) months. This will exclude RRSP benefit for probationary employees, employees who are off for sickness or accident, or employees filling in for vacation as a replacement.

The employer agrees to arrange for the establishment of a group Registered Retirement Savings Plan (RRSP) fund. The employer is only obligated to contribute **sixty** dollars (**\$60.00**) per month into the fund if the employee contributes twenty-five dollars (\$25.00) per month into the RRSP fund. The appropriate Management Expense Ratio (MER) cost of administrating the RRSP fund will be deducted by the Clarica Administrator. Employees may, at their option, contribute to the RRSP fund. Should an employee not contribute, the employer will not be obligated to do so. Contributions by the employee to RRSP fund shall be by way of payroll deduction. Employees wishing to contribute to the fund shall meet with the Clarica Administrator of the RRSP fund and choose which investment fund they wish to invest in. Employees will not be allowed to take any money out of the RRSP fund until the employee is retired, quits, terminated or upon death. The Union shall indemnify and save the Company harmless against all claims, or other forms of liability that may arise out of any RRSP investment made by an employee in the RRSP fund.

ARTICLE 21 - DURATION

20.01 This agreement shall be effective from **September 1, 2008**, until **August 31, 2011**, and thereafter from year to year unless either Party gives written notice of termination not more than ninety (90) days or less than sixty (60) days prior to the end of a contract year commencing with the year ending **August 31, 2011**.

LETTER OF AGREEMENT

STAFF ROOM

The company will supply a sufficient size lunchroom, with air conditioning.

Signed on behalf of:

THE EMPLOYER

THE UNION

UTILITY ROOM

The company will install a toilet for bargaining unit employees in the utility room across from lunch room. Signed on behalf of:

THE EMPLOYER

THE UNION

IN WITNESS HEREOF the parties hereto have executed this collective bargaining agreement this day of ,

ON BEHALF OF THE EMPLOYER:
(Pathways)

ON BEHALF OF THE UNION:
(USW, Local Union 8748)

SCHEDULE "A"

| | <u>Sept. 1/09</u> | <u>One Year</u> | <u>Two Year</u> |
|--|-------------------|-----------------|-----------------|
| R.N.A. | 18.99 | 19.25 | 19.48 |
| Attendant (with Health Care Aide Certificate) | 16.57 | 16.82 | 17.06 |
| Attendant | 16.28 | 16.49 | 16.75 |
| Housekeeping | 15.59 | 15.86 | 16.08 |
| Utility | 15.59 | 15.86 | 16.08 |
| Cook | 17.43 | 17.67 | 17.90 |
| Assistant Cook | 15.91 | 16.13 | 16.39 |
| Maintenance | 16.28 | 16.49 | 16.75 |

SCHEDULE "A"

| | <u>Sept. 1/10</u> | <u>One Year</u> | <u>Two Year</u> |
|--|-------------------|-----------------|-----------------|
|--|-------------------|-----------------|-----------------|

| | | | |
|--|-------|-------|-------|
| R.N.A. | 19.56 | 19.83 | 20.06 |
| Attendant (with Health Care Aide Certificate) | 17.07 | 17.32 | 17.57 |
| Attendant | 16.77 | 16.98 | 17.25 |
| Housekeeping | 16.06 | 16.34 | 16.56 |
| Utility | 16.06 | 16.34 | 16.56 |
| Cook | 17.95 | 18.20 | 18.45 |
| Assistant Cook | 16.39 | 16.61 | 16.88 |
| Maintenance | 16.77 | 16.98 | 17.25 |

SCHEDULE "A"

| | <u>Aug. 31/11</u> | <u>One Year</u> | <u>Two Year</u> |
|--------|-------------------|-----------------|-----------------|
| R.N.A. | 20.24 | 20.52 | 20.76 |

| | | | |
|--|--------------|--------------|--------------|
| Attendant (with Health Care Aide Certificate) | 17.67 | 17.93 | 18.18 |
| Attendant | 17.36 | 17.57 | 17.85 |
| Housekeeping | 16.62 | 16.91 | 17.14 |
| Utility | 16.62 | 16.91 | 17.14 |
| Cook | 18.58 | 18.84 | 19.10 |
| Assistant Cook | 16.96 | 17.19 | 17.47 |
| Maintenance | 17.36 | 17.57 | 17.85 |

Pathways Retirement Residence
375 Trunk Road
Sault Ste. Marie, Ontario
P6A 6T5

Local 8748
United Steelworkers
68 Dennis Street
Sault Ste. Marie, Ontario
P6A 2W9

21 July 1997

APPENDIX "A"

The following health care supervisors are exempt from the provisions of Article 1.06:

Three (3) full-time Health Care Supervisors

Margaret Belleau
Donna Huot
Wendy Finlan

Two (2) part-time Kitchen Supervisors

Judy Mills
Harriet Johnston

Elaine Robertson
Administrator

Norm MacKay
Staff Representative