

COLLECTIVE AGREEMENT

Between
**CONMED HEALTH CARE GROUP
CRESCENT PARK LODGE
MILLENNIUM TRAIL MANOR
MAPLE PARK LODGE
BILLINGS COURT MANOR**

and

**THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 9563**



DURATION: November 29, 2023 – November 28, 2025

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COLLECTIVE AGREEMENT

ARTICLE 1 – PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement and, further, to provide procedures for the prompt and equitable disposition of grievances.
- 1.02** It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.

ARTICLE 2 – RECOGNITION

- 2.01** The Board certifies:
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) as the bargaining agent for the following bargaining unit: all employees employed by 955464 Ontario Limited o/a Crescent Park Lodge and Millennium Trail Manor and 1365853 Ontario Limited o/a Maple Park Lodge at its Long Term Care facilities and Maryban Holdings Limited o/a Billings Court Manor in the province of Ontario, save and except for Professional Medical Staff, Activity Directors, Housekeeping and Laundry Staff, Maintenance Staff, Supervisors, persons above the rank of Supervisor and office staff.
Clarity Note: Personal Support Workers (PSWs), Nurse Aids, Registered Nurses, Registered Practical Nurses, Cooks, Dietary Aides and Recreation Aides are all included in the bargaining unit.
- 2.02** Full-time employee means an employee in the bargaining unit who regularly works more than twenty-two and one-half (22.5) hours per week in one facility. Reduced full-time employee means an employee

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in the bargaining unit who regularly works more than twenty-two and one-half (22.5) hours per week but less than thirty-seven and one-half (37.5) and are considered full-time employees for the purposes of this Collective Agreement except those provisions which specifically describe an entitlement for reduced full-time employees.

Part-time employee means an employee in the bargaining unit who regularly works not more than twenty-two and one-half (22.5) hours per week in one facility.

- 2.03** Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies, and vice versa.
- 2.04** The Employer shall not contract out any of the work normally performed by employees in the bargaining unit if such contracting out results in layoffs or reduces the regular number of hours of any employee in the bargaining unit.
- 2.05** This Collective Agreement contemplates a multi-facility bargaining unit, and as a result includes provisions for inter-facility employment opportunity and seniority recognition. Where a facility is severed from the bargaining unit because of a sale of business (change in owner) the multi-facility provisions become inoperable between homes owned by different owners.
- 2.06** Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.
- 2.07** Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practicable after the receipt of the result of the annual Case Mix Index (CMI) (as amended). The Employer agrees to provide the

Union Representatives with staffing levels, and staffing mix information. The purpose of this meeting is to discuss the impact of the CMI (as amended), changes on the staffing levels in the facility, and quality care, and provide the Union with an opportunity to make representation in that regard. The parties shall meet as necessary to discuss other changes or workload issues.

- 2.08** For the purposes of official communication in this collective agreement, employees are deemed to have received a registered letter on the five (5) business days after the day it was mailed to their last known address.

ARTICLE 3 - UNION SECURITY & DUES

- 3.01** ~~Neither the Employer nor the Union will compel employees to join the Union or discriminate against any employee because of Union membership or lack of it.~~ The Employer will inform all new employees of the contractual relationship between the Employer and the Union. Normally during orientation training a new employee will be referred by the Employer to a Steward in order to give the Steward an opportunity to describe the Union's purposes and representation policies to the new employee.

- 3.02** a. The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- b. Any employee transferred to a position outside the bargaining unit, shall have the right to return to her previous position for six (6) months from the date of transfer. The employee's seniority as of the date of the transfer out of the bargaining will be frozen and will be recognized upon her return to the bargaining unit, provided the employee has been continuously employed by the Employer and has not worked outside of the bargaining unit for more than six (6) months. If the transfer was on a temporary basis, her seniority will continue to

accumulate during the secondment.

c. When an employee is seconded to a position by management, the experience gained will not be counted in the unionized job posting evaluation process.

3.03 The word employee when used in this Agreement shall mean an employee who is included in the bargaining unit as defined in article 2.01.

3.04 The Employer shall deduct 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.

3.05 All dues, initiation fees and assessments shall be remitted to the Union forthwith and, in any event, no later than twenty-five (25) 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 Employer, along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to United Steelworkers, ~~127-34026 Meadowbrook Drive, London, ON N6L 1C7.~~ **1031 Barton Street, Hamilton, ON, L8L 3E3**

3.06 The remittance and Form R-115 shall be accompanied by a statement containing the following information: a list of the names of all employees from whom dues were deducted and the amount of dues deducted.

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

3.08 The Employer, when preparing T-4 Slips for the employees, will enter the

amount of Union dues paid by the employee during the previous year.

3.09 Education and Assistance Fund

The Employer shall monthly remit to the Local Union, together with the remittance of union dues, one cent (1¢) per hour worked for each employee in the Union's bargaining unit. The remittance will show the number of hours worked by each employee in the month in question. This fund will pay for educational opportunities suggested by both union and management.

ARTICLE 4 – NO STRIKES AND LOCKOUTS

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

ARTICLE 5 - MANAGEMENT RIGHTS

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

- a** to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in each Long Term Care Facility;
- b** to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, copies of which will be supplied to the Union;
- c** to hire, transfer, layoff, recall, retire, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline Employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion, or classification or a

claim that an Employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary Employee shall be at the sole discretion of the Employer and must be supported on a rational basis;

- d** to have the right to plan, direct and control the work of the employees and the operations of the Long Term Care Facilities covered by this agreement.

This includes the right to introduce new and improved methods, facilities, and equipment and to control the amount of supervision necessary, combining or splitting up of departments, work schedules and the increase or the reduction of personnel in any particular area or on the whole.

- 5.02** The Employer will notify the Union in writing of any changes to its management team, the effective date of the change and any changes in these positions from time to time.

ARTICLE 6 - STEWARDS, UNION OFFICIALS AND COMMITTEES

- 6.01** The Union has the right to appoint and the Employer will recognize in each Facility covered by this Agreement, three (3) Stewards for those facilities with less than seventy-five (75) beds, four (4) Stewards for Maple Park Lodge, five (5) Stewards for those facilities with one hundred (100) beds or more, and one (1) USW Representative or his designate as representatives of the employees in matters pertaining to this Agreement. The Stewards must be selected from the members of the bargaining unit who have completed their probationary period. No more than two (2) Stewards may meet with Management at any one time except as provided in Article 6.04 herein.
- 6.02** The Union agrees to notify the Employer in writing of the names of its

Stewards and USW Representative, the effective dates of their appointments and any changes in these positions from time to time.

- 6.03** The Union acknowledges that the Stewards must continue to perform their regular duties, and that so far as possible all Stewards' activities hereunder will be carried on outside their regular working hours, unless otherwise mutually arranged. A Steward shall be granted time off, without loss of wages, to assist an employee in the presentation of a grievance where such grievance must be dealt with during working hours.

Where a Steward is directed by the Employer to attend a grievance meeting or labour management meeting outside of her hours of work, the Steward shall be paid straight time for time spent in attendance.

- 6.04** A Labour-Management Committee will be established ~~in each Facility~~ **among the facilities** covered by this Agreement, composed of the ~~Stewards~~ **Local Union President**, the USW Representative or his designate, **a worker representative from each facility** and the **Facility Administrators**, **HR Manager**, and other representative(s) of the Employer as required. **If the worker representative from each facility or the Administrators are required to travel for the labour management meeting, they shall participate in the meeting virtually, unless the meeting is not scheduled during their shift. The parties agree the locations will rotate.** The Committee will meet as often as mutually agreed but at least every three months, in order to discuss items of mutual interest and concern. Topics may be suggested by either of the parties and an agenda will be prepared seven (7) days prior to the meeting. Only those items on the agenda may be discussed unless otherwise mutually agreed. The committee will keep minutes of its meetings, and post them in the Facility. From time to time, where matters arise that are common to more than one facility, a delegation of Stewards, including the Chief Steward of each facility, may be called to meet with a delegation of representatives of the Employer.

- 6.05** Normally during orientation training a Steward shall be given ten (10) minutes off, without loss of wages, to greet a new employee and to discuss Union membership with such employee. Normally during orientation training a new employee shall also be given ten (10) minutes with a Union member of the joint health and safety committee.
- 6.06** The Union has the right to appoint a Bargaining Committee consisting of members from each facility and in number averaging three (3) members for those facilities with less than one hundred (100) beds, and four (4) members for those facilities with one hundred (100) beds or more. The Employer will pay the Union members of the negotiating committee, for time used during their normally scheduled working hours in negotiations of this Agreement or its successor up to and including all conciliation proceedings but excluding any arbitration proceedings.

ARTICLE 7 - WARNING SUSPENSION AND DISCHARGE

- 7.01** When the attitude or performance of an employee calls for a warning by the Employer, the warning shall be in writing. The employee will be notified of her right to have a Steward present to receive any warning or discipline from the Employer.

The employee being disciplined shall have the right to have a Union steward in attendance when receiving any discipline. In an emergency situation (when discipline is immediately required) and no Steward is available, the employee being disciplined will be notified of her right to select another employee to accompany her as a witness.

- 7.02** The Employer shall provide the Union office with copies of any discharge, suspension or written warning letters issued to employees.
- 7.03** Letters of warning shall be removed from an employee's file and record after twelve (12) months from the date of issue and disciplinary

suspensions shall be removed from an employee's file and record after eighteen (18) months from the date of issue, providing that the employee has remained free of discipline for any issues of a similar nature. Disciplines involving a third party other than cases of resident abuse will remain on file for thirty-six (36) months. Discipline resulting from resident abuse that is not overturned by the grievance procedure shall remain on file permanently.

7.04 Warning, Suspension and Discharge Interviews

Except in the case of an emergency, the Employer agrees to notify a Union steward at least two (2) hours in advance of any interview of a disciplinary, attendance or investigatory nature and to indicate:

- a. his or her right to be accompanied by a Union Representative;
- b. the purpose of the meeting, including whether it involves the employee's personnel file;
- c. that if the employee's personnel file is to be considered during the interview the employee and/or his or her Union Representative, the latter with the employee's permission, shall, before the meeting, have access to the file.

7.05 Each employee will be evaluated once at least bi-annually.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Complaints and Grievances

- a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any Employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.

b) All complaints and grievances shall be taken up in the following manner:

Step Number 1

Before the Union submits a grievance, the employer shall request a meeting with their Department Manager at which meeting the details of the complaint will be provided. The Employee shall have the right to have a Union Steward in attendance. The meeting will be requested within five (5) working days of the actual occurrence leading to the complaint. The Supervisor shall reply to the Employee, giving the answer to the complaint within five (5) working days from date of the meeting.

Step Number 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step Number 1, a Steward will record the employee's complaint in a grievance form, which will provide details of the complaint and remedy sought, have it dated and signed, and then submitted to the Administrator. A meeting will then be held between the Administrator or his designated representative and a Union Steward. It is understood that at such meeting the Administrator or his designated representative may have such counsel and assistance as he may desire, and that the Steward may be accompanied by the employee and that the USW Union Representative or an International Representative of the Union may also be present at the request of either the Employee or the Employer. The decision of the Administrator or his designated representative shall be given in writing within five (5) working days following the meeting.

Step Number 3

Should the Administrator fail to render his decision as required in Step Number 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether the matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received within five (5) working days after the decision under Step Number 2 is given, or within ten (10) working days following the meeting under Step Number 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

- 8.02** Any of the time allowances above may be extended by mutual agreement of the parties.
- 8.03** In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 8.04** An Employee subject to disciplinary action which is to be recorded in the Employee's personnel file shall have the right to the presence of a Union Steward. The Union Stewards undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when a Union Steward is entirely unavailable the Employee shall have the right to the presence of a Union committee member or a member representative of the Employee's choice who is working on the current shift.
- 8.05** Discharge Grievance

In the event of an Employee who has completed his probationary period being discharged from employment, and the Employee feeling that an

injustice has been done, the case may be taken up as a grievance.

All such cases shall be taken up within ten (10) working days and disposed of within fifteen (15) working days (or such longer period as may be mutually agreed upon) of the date of the Employee is notified of his discharge, except where a case is taken to arbitration. Such a claim by an Employee who has completed his probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within five (5) working days after the Employee is notified of his discharge. All steps of the grievance procedure to Step Number 2 may be omitted in such cases.

Such special grievances may be settled by confirming the Employer's action in dismissing the Employee, or by reinstating the Employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

8.06 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any Employee covered by this Agreement), by forwarding a written statement of said grievance to the USW Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the USW Union Representative shall give his decision in writing within five (5) working days after receiving the written grievance. Failing settlement, the parties will meet within ten (10) working days in an attempt to resolve the issue. Failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Article 8.10.

8.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

8.08 Group Grievance

Where a number of Employees have similar grievances and each Employee would be entitled to grieve separately, they may present a group grievance identifying each Employee who is grieving to the Department Head or his/her designate within ten (10) working days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the Employees. The grievance shall then be treated as being initiated at Step Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.09 Grievance Process

- a) Either party, with the agreement of the other party, may submit a grievance to grievance mediation at any time within ten (10) working days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
- b) Grievance mediation shall be scheduled within twenty (20) working days of the grievance being submitted to mediation, or longer period as agreed by the parties.

- c) The parties shall agree on a Mediator.
- d) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party, unless otherwise mutually agreed.
- e) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- f) The Mediator will have the authority to meet separately with either party.
- g) If no settlement is reached within five (5) working days following grievance mediation, the parties are free to submit the matter to arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator, unless otherwise mutually agreed. Nothing said or done by the Mediator may be referred to arbitration.
- h) The Union and Employer will share the cost of the Mediator, if any.

8.10 Arbitration Process

- a) When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) working days thereafter designate its Nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) working days after the appointment of the second of them, to agree upon a third person to act as Chair of the Board of Arbitration. If the Nominees

are unable to agree upon a third person as Chair within ten (10) working days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chair of the Board of Arbitration.

The said two (2) Nominees first appointed shall be at liberty prior to the expiration of ten (10) working days from the date of the appointment of the second of them, or prior to the appointment of the Chair within the said period of ten (10) working days, to discuss the grievance submitted to them with a view to mutual settlement.

- b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned, unless otherwise mutually agreed.
- c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own Nominee and one-half (1/2) of the expenses and fees of the Chair.
- d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chair shall govern.

- f) All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the Employee(s) involved.

- g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.

- h) At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the Employee (or Employees) concerned as a witness, all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Nursing Home.

8.11 Sole Arbitrator

In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a Sole Arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its Nominee to a tripartite board and three (3) alternative choices as to a Sole Arbitrator. If the parties can agree to a Sole Arbitrator within twenty (20) working days of the notice referring the matter to arbitration the matter shall be determined by a Sole Arbitrator and failing such agreement the regular arbitration procedure shall apply.

ARTICLE 9 - SENIORITY/PROBATION/LAYOFFS

9.01 Probation Period

- a. Each new employee shall serve a probationary period of four hundred and seventy five (475) hours worked.
- b. It is agreed that the dismissal, suspension or layoff of a probationary employee shall not be made the subject of a grievance unless the **grievance dismissal, suspension or layoff** is discriminatory.

9.02 Each employee will accrue seniority based on her date of hire in each facility covered by this agreement. In the event two employees have the same date of hire, the one with the greater number of hours worked in that facility shall be most senior. Seniority begins to accrue upon completion of probation and is dated from the most recent date of hire.

- a. In the event that the seniority of two employees are being compared for a job posting in a facility in which neither of them yet work, their earliest date of hire in any facility covered by this agreement shall determine which is most senior.
- b. In the event that an employee is hired at another facility covered by this agreement, her original date of hire at each facility shall be maintained, and all hours of work preserved, so long as she remains continuously employed in any facility covered by this agreement.
- c. Where employment is severed, and is not restored through the grievance or arbitration procedure in the agreement, all seniority in any facilities covered by this agreement is forfeited.

The call in list shall be updated based on the seniority list in April and October of each year.

9.03 The Employer shall supply the Union and post in the workplace a set of seniority lists by department in January and July of each year, showing employee's names in order of seniority, classification, the seniority and starting dates. Any errors on the seniority list must be brought to the Employer within 30 days of posting.

9.04 Layoff/Recall

a. In the event of a proposed layoff or substantial reduction in hours of work of a permanent or long-term nature, the Employer will provide the Union with at least eight (8) weeks' notice. Notice to employees will be in accordance with the ESA.

For clarification, layoffs and recalls are done on a per facility basis, and a reduction in hours due to reduced funding in one facility will not be cause for bumping into, or a change in schedule in, another facility.

b. Layoffs, and recalls from layoff, shall be made on the basis of the employee's seniority (date of hire in the facility). An employee who is laid off will be given the opportunity to:

i. accept the layoff; or

ii. displace another employee with less seniority (date of hire in the facility) and the same or fewer hours in the displaced employee's permanent job posting, provided the senior employee has the ability and qualifications to perform the job, or could gain the qualifications and ability within the trial period specified in Article 11.07. This displacement shall be called "bumping." An employee who is "bumped" is laid off. A bump shall be included in the meaning of "transfer" as addressed

elsewhere in this agreement.

A transfer initiated by the Employer in accordance with Article 10.01b. and Article 5 is not considered a bump.

The decision of the employee to choose (i), or (ii) above shall be given in writing to the Administrator within one calendar week following the initial notification of layoff, or if this is not possible due to extraordinary circumstances, the employee must do so as soon as is reasonably possible.

An employee bumped from her position must receive written notice of layoff from the Employer. Within two (2) business days after receipt of this notice she must choose either to accept the layoff or to bump another employee. Her choice shall be given to the Employer in writing. Employees failing to indicate their desire to bump will be deemed to have accepted the layoff. Where mutually agreed by the parties, a meeting may be held to clarify the expected bumping outcomes to expedite the bumping process.

- c. The parties shall meet prior to a layoff or reduction. This meeting shall allow the Union and management to make a representation as to the preferred schedule effected by the layoff or recall. If no agreement can be reached, management will decide.
- d. Employees shall be recalled from layoff in order of seniority as work becomes available within a department in which they have seniority and for which they are qualified. Employees on layoff shall have the right to apply for job postings, and will be recalled before any new employees are hired.

- Any claim for termination and/or severance pay due to
- e. layoffs will be calculated in accordance with the *Employment Standards Act* with due regard to the retention of seniority under Article 9.05.

9.05 Loss of Seniority and Deemed Terminated

An employee's seniority will be lost and the employee shall be deemed terminated if an employee:

- a. voluntarily quits the employ of the Employer;
- b. is discharged, and such discharge is not reversed through the grievance procedure;
- c. is laid off for a continuous period of more than twenty-four (24) months;
- d. is absent for three (3) consecutive working days without notifying the Employer with a reason satisfactory to the Employer;
- e. fails to notify the Employer of intention to return to work within forty-eight (48) hours of being notified of recall from layoff or fails to return to work within two (2) business days if unemployed, or within seven (7) calendar days, if employed elsewhere, after being notified of recall. An employee shall be deemed to have been notified of recall at 12:00 noon on the second day following the posting of a registered letter to that effect addressed to the employee's most recent address on the Employer's files;

Note: It shall be the responsibility of the employee to keep the Employer informed of his current address.

- f. fails to report for work on the first scheduled working day following the expiration of a leave of absence, unless he

obtains permission forty-eight (48) hours or more before the end of the leave, if possible, or provides an explanation satisfactory to the Employer;

- g. retires or is retired;
- h. has not come in for a shift in a three (3) month period, if the employee is a casual call in employee, without a reason acceptable to the Employer; or
- i. has had three (3) no shows within a twelve (12) month period. A no show is defined as failing to show up for a scheduled shift without providing a reasonable explanation. Such provision shall not apply if the employee was unable to contact the Employer, i.e. car accident.
- j. Employees who are on a leave of absence will not engage in gainful employment on such leave and if an Employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

k. is absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the Employee will return to work within the near future; or

l. is absent from work for more than thirty-six months by reason of absence while on WSIB and there is no reasonable likelihood the Employee will return to work within the near future.

The Union and the Employer agree to abide by the *Human*

Rights Code.

- 9.06** Service hours shall refer to the length of time an employee has been employed in a particular job classification, unless specifically reduced hereunder. Service hours shall accrue to each employee on the basis of 1875 hours worked equals one year. Service hours equals hours worked and paid for, and hours not worked and paid for by the Employer (for example, paid vacation time), and hours not worked and paid for under the *Workplace Safety & Insurance Act* (WSIA) or while on any leave protected by the *Employment Standards Act* (ESA), shall be considered hours worked for the purposes of computing service hours.
- 9.07** Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
- a. with written approval of leave of absence for personal reasons, in which case seniority may be accumulated for a maximum of four (4) weeks;
 - b. because of personal illness or accident proven to the satisfaction of the Employer;
 - c. when in receipt of Workplace Safety & Insurance Board (WSIB) compensation payments for temporary disability not exceeding twenty-four (24) months from the date of accident; unless the employee can do the essential duties of a job for which she is qualified, in which case she will be offered the first such available job before it is posted, and will be accommodated as required by the *Ontario Human Rights Code*;
 - d. because of layoff for a period up to twenty-four (24) months;
 - e. when on approved maternity leave, adoption leave or any

authorized extension thereof.

9.08 Loss of Hours due to an Outbreak

In the event the Employer denies an employee access to work due to suspected carriage of a contagious disease (or because she has worked at another facility in outbreak) the employee will be credited with seniority hours for any scheduled shifts which may result provided that the employee has been properly vaccinated or is medically unable to received required vaccinations.

ARTICLE 10 - TRANSFERS

- 10.01 a.** If an employee successfully posts into or is transferred by the Employer to a higher-rated classification, she shall receive the higher of her present rate, or the starting rate of the classification to which she is transferred. Wage progression shall be calculated from the date the transfer becomes effective in accordance with the full-time or part- time status of the employee.
- b. If an employee successfully posts to a lower-rated classification or is transferred due to a reduction in staff, inability to perform her work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 5, the employee will receive the corresponding rate for the classification to which she is transferred. Wage progression is based on service hours.
- 10.02** If an employee who has completed his probationary period is temporarily transferred for more than one (1) working day, he shall receive the "up to one year" rate of the job to which he is transferred or his regular rate, whichever is greater.
- 10.03** Any employee, having completed his probationary period, who terminates his employment with the Employer and is rehired within one (1) year of such termination shall:

- a. if rehired into the same classification he held on termination, not have to reserve the probationary period and shall be paid the "up to one year" rate for such job classification;
- b. if rehired into a different classification, be treated as a new employee.

ARTICLE 11 - JOB POSTING

11.01 In the event new jobs are created or vacancies occur in existing job classifications, the Employer shall post such new jobs or vacancies if the vacancy is of sixty (60) or more working days. Such posting shall stipulate the classification, rate and department concerned as well as the educational qualifications required, personal attributes desired, and where possible, regularly scheduled hours, shift to be worked and shall indicate whether the vacancy is for a full-time, reduced full-time, or part-time job (where the agreed practice is to post part-time vacancies), and whether it is permanent or temporary. These job postings will be posted in accordance with Article 5.01d.

Job postings under this Agreement shall be posted in each facility covered by this Agreement, for seven (7) days. Job postings will be posted on a separate bulletin board.

11.02 If a vacancy is created by the absence of an employee due to extended illness, such vacancy shall be posted in accordance with Article 11.01 provided:

- a. the duration of the extended illness absence is known to the Employer and verified by a Doctor;
- b. the extended illness absence is expected to last for at least **one (1) month** ~~sixty (60) days~~;
- c. any successful applicant for such vacancy may be returned

to his former job upon the return to work of the employee who was absent on such extended illness; and,

d. the vacancy will be as per the incumbent's work schedule.

11.03 Until the vacancy is filled resulting from the job posting provisions the Employer is free to fill the vacancy on a temporary basis via the call-in procedure.

11.04 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event more than one employee applies, the Employer shall consider the seniority (date of hire in the facility), qualifications and ability of the applicants from within the facility at which the vacancy is posted and where the qualifications, experience and ability of the applicants are virtually equal, seniority (date of hire in the facility) shall prevail.

In addition to the above, in cases where the Employer has concerns regarding recent and ongoing performance issues **from the last six months** (i.e. attendance, discipline, counselling, and performance reviews) such issues may also be taken into consideration.

11.05 Notwithstanding Article 11.04, if no qualified or able applicants from within the Facility have applied by 10:00 a.m. on the seventh day following the posting date, the Employer will consider other bargaining unit employees under the same criteria as in Article 11.04. This process will occur in accordance with Article 11.01 above. If none of these Applicants has the required qualifications, and ability, the Employer may fill the new job or vacancy from outside the bargaining unit.

The Employer will consider the time applicants require to obtain the necessary qualifications prior to filling the vacancy from outside the bargaining unit.

11.06 No part-time employee shall become a full-time employee except as

a result of a permanent job posting, an involuntary reclassification for disciplinary or medical reasons or layoff.

Part-time employees awarded a temporary full-time posting will not be eligible for any benefits paid in whole or in part by the Employer or employee for the first six (6) months, but shall continue to receive pay in lieu. After which they will retain their status as part-time employees but forthwith receive benefits, uniform allowance, vacation entitlement and holiday pay of a full-time employee for the duration of the temporary full-time posting and cease receiving pay in lieu. Full-time employees awarded a temporary part-time position will retain all full-time benefits for the period of six (6) months, after this time, the employee will receive in lieu only.

11.07 An employee selected to fill a vacant position shall hold that position for a trial period of thirty (30) working days. The position shall become permanent (or in the case of a temporary vacancy shall last for the duration of the vacancy) after the trial period, unless during the trial period:

- a. the employee wishes to return, (this provision does not apply to the first six (6) months of a temporary vacancy) or
- b. the Employer has just cause to return the employee to her former position, if it was a position covered by the terms of this Agreement.

In addition, with two (2) weeks' notice, an employee selected to fill an indefinite temporary posting may return to her permanent posting after six (6) months, or, if the posting was originally posted with a duration, after the originally expected duration has expired.

Notwithstanding the above, employees bidding for a maternity/parental leave must complete the entire leave, except where the employee has an opportunity to obtain a permanent posting, represents a change of status or if it is during the last thirty

(30) days of the posting.

- 11.08** In the event the hours in a job posting are substantially increased, within four (4) months from the date of the most recent posting of that job, the Employer will repost the job.

The incumbent, if not the successful applicant, will be considered laid off and may prevail upon Article 10.05. This provision is inoperable for the first four (4) months of operation of a newly opened facility.

11.09 Full-time/Part-time Ratio

So long as a full-time position exists it will not be split into two or more part-time positions without the agreement of the Union, and such agreement will not be unreasonably withheld.

- 11.10** In the event that no employee applies for a vacancy and it has not been awarded, the posting will be considered to be vacant and during this time an employee may apply for it. The vacant posting will be reposted at least every three (3) months as long as it remains vacant. Management reserves the right to rescind and/or withdraw a posting.

ARTICLE 12 - LEAVE OF ABSENCE AND EMERGENCIES

- 12.01** The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Facility. Applicants when applying must indicate the date of departure and specify the date of return. If leave of absence is granted or refused, the employee shall be advised in writing with a copy to the Union within one (1) week after the receipt of the request. The request for a leave of absence shall not be unreasonably refused.

- 12.02** Employees who are on leave of absence will not engage in gainful

employment on such leave, and if an employee does engage in gainful employment while on such leave, he will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

12.03 An employee who has been granted a leave of absence of any kind, and who overstays his leave, unless he obtains permission or provides an explanation satisfactory to the Employer, shall be considered to have terminated his employment without notice.

12.04 ~~The Employer shall grant leaves of absence without pay to each Steward each calendar year to attend Union Conventions, Seminars, Education Classes or Union Business, provided that:~~

- a. ~~such leave(s) will not unduly affect the proper operations of the Nursing Home;~~
- b. ~~the total leave of each employee hereunder shall not exceed two (2) working days in a calendar year. The Union may, from time to time, request longer leaves of absence for their stewards. Such requests shall not be unreasonably denied; and~~
- c. ~~the Union gives seventeen (17) calendar days' notice of such leave to the Employer.~~

(a) (i) Upon written application to the Administrator at least seventeen (17) days prior to the effective date, the Employer shall grant a leave of absence with pay to one (1) employee from any one classification, two (2) employees in total, to attend Union conferences, schools, conventions, or to attend to Union business. Whenever possible, the Union will provide greater than the seventeen (17) days' notice referenced above.

(ii) Requests with lesser notice, or requests for additional employees, will be considered by the Employer.

(iii) The Union negotiating committee, as a group, may request leave to prepare for bargaining, and the Employer will consider such request.

(iv) Where the Employer is required to consider a request, under parts (ii) or (iii), such consideration will be against the criteria of the efficient operation of the facility, in accordance with the Employer's right to operate and manage its business.

(v) such leave(s) will not unduly affect the proper operations of the Nursing Home;

(vi) such leave requests shall not be unreasonably denied.

(b) The Union will reimburse the Employer for wages paid while maintaining the employee's benefits. Any employee on leave as per the provisions of this article shall be deemed to be off on "union business" this employee shall continue to receive all seniority as well as pension and benefits while off on Union leave.

(c) The Employer will grant a leave of absence to one employee to work for the International Union for up to one year. The Union will be responsible for the employee's wages and benefits. The employee will continue to accumulate seniority while working for the Union.

12.05 During any leave of absence without pay hereunder, and for any portion of the leave for which the employer is not obligated to continue its share of the benefit premiums, an employee who has completed his probationary period may elect to have his health and welfare benefits continued without interruption for the duration of the leave provided the employee pays the complete health and welfare benefit

premiums to the Employer by the first day of the month in which the premiums are due.

This election must be made in writing at least thirty (30) days before the applicable payments are due. Failure to elect will result in termination of benefits and may, subject to the terms of the policy, result in reenrollment requirements from the insurer when the employee returns to work.

12.06 During any leave of absence without pay hereunder, which exceeds four (4) weeks, the employee shall continue to accumulate service credit for vacation but shall not accumulate credit for wage progression after such four week period.

Leaves of absence due to pregnancy, parental, disability or compensable workplace injury, shall be excluded from the above provision.

12.07 Pregnancy, Parental and Adoption Leave

The following in part reflects the provisions of the *Employment Standards Act* on these matters. In all cases of dispute and where the Act as amended from time to time is superior, the provisions of the Act will prevail.

- a. An employee who is pregnant is entitled to a leave of absence of up to seventeen (17) weeks. The employee must have been in the employ of the Employer for at least thirteen (13) weeks to qualify for the leave.
- b. The employee shall normally give the Employer written notice at least two (2) weeks in advance of the intended date of commencement and completion of the leave. In the case of pregnancy, the employee will provide the Employer

with a medical doctor's statement of the estimated date of delivery.

- c. Where an employee intends to return to work sooner or later than the original date, she shall give the Employer at least two (2) weeks written notice in advance. Pregnancy leave may be extended beyond the seventeen (17) week period when recommended by a medical doctor.
- d. Employees are entitled to a parental (or adoption) leave of up to ~~thirty seven (37)~~**sixty-three (63)** weeks when they become the legally recognized parent of a child. If an employee has taken pregnancy leave, parental leave must be taken consecutive with the pregnancy leave, unless the child has not come into the employee's custody, care and control. In all other cases, parental leave must commence no later than fifty-two (52) weeks from the date of birth or adoption of the child. In all cases of parental leave the employee must give at least two (2) weeks written notice of the intended date of commencement and completion of the leave, and if the employee intends to return sooner than the original date the early return to work shall be subject to at least two (2) weeks written notice to the Employer.
- e. The Employer will provide a Supplementary Employment Insurance Benefit (SEIB) during an employee's absence due to pregnancy as follows:
 - i. Eligibility – to receive the SEIB, an employee must:
 - complete the ten (10) months of continuous service prior to the expected date of birth
 - be in receipt of Employment Insurance pregnancy

leave benefits

ii. Benefit – the entitlement of eligible employees is as follows:

- twenty percent (20%) of the employee's regular weekly earnings
- earnings is based on the employee's regular job posting hours
- the maximum benefit will not exceed seventy five percent (75%) of the employee's regular weekly earnings in any given week
- paid on a monthly basis (following proof of receipt of EI)
- begins after the EI two week waiting period
- continues for a maximum period of fifteen (15) weeks
- the SEIB is based on EI insurable earnings at facilities covered by this Collective Agreement

iii. Vested interest

- Employees do not have a right to SEIB payments except for supplementation of EI benefits during the unemployment period as specified in the plan

iv. The employee shall normally provide an electronic or printed copy of the detailed Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit.

Any exceptions to the above rules will normally be due to extenuating circumstances.

f. Health Plan and Pension Plan Coverage and Participation

- i. during the leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental group, life, pension and other health benefits that the employee is eligible for according to the Employer's obligation prescribed by the *Employment Standards Act*, if the employee elects, in writing, to continue her share of the premiums
- ii. if deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SEIB payments.

12.08 If an employee returns from a leave of absence prior to her scheduled return, she may be placed on call until the posting of the new work schedule.

12.09 Personal Emergency Leave

An employee is entitled to up to ten (10) days leave of absence without pay per calendar year in accordance with the *Employment Standards Act*. This may be taken in minimum amounts of whole days only. The Employer may require an employee who takes leave to produce reasonable evidence that such leave falls under the Emergency Leave provisions of the ESA.

12.10 Family Medical Leave

An employee is entitled to at least eight (8) weeks for time spent caring for gravely ill or dying family member in accordance with the *Employment Standards Act*. An employee may take this leave only one (1) week at a time and must take in periods of entire weeks (seven consecutive days). This request for leave must be provided to the Employer in writing and any evidence that may be requested by the Employer, i.e. doctors note, etc. will be the responsibility of the employee.

12.11 The parties also recognize all leaves as defined by the

12.12 Domestic and Sexual Violence

The Employer agrees to comply with the Employment Standards Act, s.49.7 or as amended from time to time.

ARTICLE 13 - HEALTH & SAFETY

13.01 CONMED Health Care Group is committed to providing a safe, healthy and supportive working environment by treating our employees and residents with respect, fairness and sensitivity in accordance with the operating principles. Violence and harassment in the workplace can have devastating effects on the quality of life of our employees and on the productivity of the organization.

CONMED Health Care Group will not tolerate any type of violence or harassment within the workplace or during work related activities.

13.02 The parties agree that if incidents involving resident responsive behaviours occur, such incidents will be recorded and reviewed with the Joint Health & Safety Committee. Resident privacy will be maintained in the Joint Health & Safety Committee meeting minutes. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of the employees presented in that forum.

13.03 The Employer shall:

- a. inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- b. inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;

- c. ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

13.04 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.

13.05 A Joint Health & Safety Committee shall be constituted, which shall identify potential dangers, recommend a means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The Committee shall normally meet every three months or more frequently if the Committee decides.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meeting shall be posted on the workplace health & safety bulletin board.

Where the Union members are selected to serve as worker reps on the JHSC and decide not to fulfill their role as stated by law or policies of the home, or step down, the Union will select a new worker rep as soon as possible while fulfilling the requirements of the OHS Act Sec 9.8 (as amended).

13.06 The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

- 13.07** Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the *Occupational Health and Safety Act*, the Employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by the Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.
- 13.08** Two (2) representatives of the Joint Health & Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and shall report to the Health & Safety Committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

The Joint Health & Safety Committee and the representatives thereof shall have access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is

understood and agreed that no information will be provided to the Committee which is confidential. The review of this information will be recorded in the Joint Health & Safety Committee meeting minutes.

- 13.09** The Union will use its best efforts to obtain the full cooperation of its membership in the compliance of all safety rules and practices.

The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to follow routine practices in all circumstances.

- 13.10** The Employer will review with the Joint Health & Safety Committee written policies to address the management of violence and harassment within the workplace.

a. Such policies will include but not be limited to:

- i. Designing safe procedures for employees
- ii. Providing training appropriate to these policies
- iii. Reporting all incidents of workplace violence and harassment

b. The Employer shall:

- i. inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;

- ii. inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
 - iii. ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.
- c. The worker shall:
- i. work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;
 - ii. use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
 - iii. report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker;
 - iv. and report to his or her employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which he or she knows;
 - v. participate in education and training programs to be able to respond appropriately to any incident of workplace violence and harassment;
 - vi. report all incidents or injuries of violence/harassment or threats of violence/harassment to their supervisor or

designate immediately, completing the appropriate forms.

13.11 All employees will endeavour to properly report all workplace near misses, incidents and accidents in accordance with the Internal Responsibility System.

All employees will endeavour to cooperate fully in Workplace Injury Return to Work programs and in accordance with CONMED Health & Safety policies.

Cooperation means contacting and meeting with the Employer as soon as possible after the injury or illness has occurred in order to facilitate an early and safe return to work while fulfilling the requirements of the WSIA Sec 40 (1) and 40 (2).

13.12 The JHSC Worker Rep, (assigned by the Union) will assist in the investigation of incidents and accidents. When a JHSC worker rep is not available, a Union steward or another Union member, preferably from that department, will be contacted to participate in the investigation.

13.13 All employees will endeavour to follow the directives of the Ministry of Health and Long Term Care, the Public Health Unit and the Medical Director of the facility especially during but not limited to outbreaks. The directives (as amended) will be posted.

ARTICLE 14 - UNIFORMS, MILEAGE, EDUCATION & COLLECTIVE AGREEMENT PRINTING

14.01 Uniforms and Shoe Allowance

- a. Effective upon ratification, all employees required to wear uniforms while on duty shall receive a uniform allowance calculated as follows:

Full-time – \$11.75/month

Part-time – 7.5¢ per hour worked

- b. When an employee is absent from work for an entire calendar month, the employee is not eligible to receive the uniform allowance for that month.
- c. Such allowance is to be paid by the Employer in two (2) instalments on the pay period nearest December 31st and June 30th.

14.02 The Employer shall provide aprons for use in the kitchen.

14.03 Mileage

No employee shall use their personal vehicle for work related business.

14.04 Education

The Employer shall pay all expenses and hours at regular pay for work-related courses required of employees by the Employer unless the Employer and the Union agree otherwise.

14.05 All staff members shall be paid the straight time hourly rate for attending in-service training meetings where such attendance has been made mandatory by the Employer. No hourly or pay guarantee shall apply to such attendance nor shall such hours be counted for overtime calculations.

14.06 The Employer and the Union will share equally in any cost of printing the Collective Agreement. In implementing this provision, the parties shall seek the least expensive Unionized alternative.

ARTICLE 15 - BEREAVEMENT LEAVE

15.01 a Should a death occur in the immediate family of an employee, the Employer shall grant the employee four (4) consecutive days off with pay for the purposes of making arrangements for and attending at the funeral or similar burial service. The Employer shall grant five

(5) consecutive days off with pay if the deceased is the parent, spouse, ~~or child~~, **or step-child** of the employee. The Employer shall pay the employee for those days of bereavement ~~(up to and including the day after the funeral or similar burial service)~~ for which the employee was otherwise scheduled to work, to a maximum of four (4) consecutive days from the date of death or five (5) consecutive days from the date of death in the event of the death of the parent, spouse, ~~or child~~ **or step-child** of the employee. Where the employee had worked all or part of a shift on the date of death, that date shall not be counted as the first consecutive date.

b Immediate family shall be defined as brother, sister, ~~step-child~~**step-parent**, father-in-law, mother-in-law, son-in-law, grandparent, daughter-in-law, grandchild, brother-in-law and sister-in-law.

c **Upon the death of an Employee's legal guardian, the Employee shall be granted leave up to a maximum of three (3) consecutive calendar days without loss of pay.**

d Should a death occur for an uncle or aunt or niece or nephew of an employee, the Employer shall grant the employee one (1) day off. The Employer shall pay the employee for the day of bereavement for which the employee was otherwise scheduled to work.

e An unpaid leave of absence will be granted as per the personal leave of absence clause.

f In the event of a spring interment, or if the employee was unable to attend the funeral or similar service, and another memorial service is held at a later date or if the funeral extends past the window of time allowed, the employee may elect to use one of days mentioned in (a) above, and use it for the interment, memorial service or funeral if the interment, memorial service or funeral is on a regularly scheduled work day.

- 15.02** An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payment for holiday pay or vacation pay.

ARTICLE 16 - COURT ATTENDANCE

- 16.01** Employees required to serve on jury duty or as a Crown Witness involving a case other than one against the Employer shall be given the necessary time off. The Employer agrees to pay such employee his regular pay during such absence less any amounts received as jury duty or as Crown Witness pay. The employee will present proof of the service of jury duty notice or a Crown Witness subpoena and proof of the amount he received.
- 16.02** The employee is required to notify the Employer as soon as possible of his selection for jury duty or subpoena as Crown Witness.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01** The regular work period shall be composed of seventy-five (75) hours per two (2) week period on the basis of ten (10) days of seven and one-half (7.5) hour shifts, but such reference is intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to the days of work per week.
- 17.02** The work shall be scheduled over three (3) shifts namely Nights, Days and Evenings.

Employees who are in charge of the building and required by the Employer to stay on the Employer's premises or required by the Employer to carry a phone during their lunch break shall be paid for the lunch break at the regular rate of pay. Such paid lunch break time shall not be counted as hours worked for the purpose of calculating overtime.

NOTE: Paid hours for Registered Staff at Maple Park Lodge – All employees being paid an eleven and a half (11.5) hour shift will continue to do so until such time as they change postings. All future postings will indicate payment at eleven and one quarter (11.25) hours upon hire. In addition, staff members who are in temporary postings will all receive one extra job posting movement without reverting to eleven and one quarter (11.25) hours for paid lunches.

17.03 All authorized hours in excess of:

- a. seventy-five (75) hours in one facility during the scheduled two (2) week period, or
- b. seven and one-half (7.5) hours in one facility per sixteen (16) hour period, which begins at the start of the first shift of the sixteen (16) hour period,
- c. seven and one-half (7.5) hours per calendar day in one facility,
- d. five (5) days in a calendar week in one facility (applies to part-time employees only),
- e. eighty-eight (88) hours in the bargaining unit where an employee works in more than one facility governed by this Collective Agreement. Employees on the call in list at more than one facility will be asked if acceptance of the call in would trigger the overtime provisions contained herein. An employee must declare overtime eligibility when offered a call in, and if, in error, the employee indicates overtime not payable, then the employee is not eligible to be paid overtime premium.

shall be paid at the rate of time and one-half (1.5) the regular hourly rate.

Note: It is considered reasonable grounds for an employee to refuse a request for call-in by the Employer which would result in exceeding the above amounts in the bargaining unit (whether per pay period, per sixteen (16) hour period, per calendar day, or per calendar week for part-time employees).

17.04 There shall be no duplication or pyramiding of provisions for pay under this Agreement. Where two or more provisions respecting premium pay apply, only the highest will be paid.

17.05 Minimum Reporting Pay

a. The Employer agrees that an employee, upon reporting for work at the commencement of his regularly scheduled shift, unless notified in advance not to do so, or unless the employee is returning to work without notice after an absence, shall receive four (4) hours' work or four (4) hours' pay at his regular hourly rate. This provision shall not apply where the Employer is unable to supply work due to emergency circumstances beyond its control. Any employee so affected, shall take such work as is available in order to qualify for such four hours' pay.

b. The Employer agrees that an employee who is called in for an emergency outside of her scheduled hours shall, upon reporting, receive four hours' work or four hours pay at the appropriate rate. This provision shall not apply where the Employer is unable to supply work due to emergency circumstances beyond its control. Any employee so affected, shall take such work as is available in order to qualify for such four hours pay.

17.06 Employees called in for a full shift on their day off will be paid for up to one (1) hour's lateness if they report late due to short notice provided such employees report for work as soon as is reasonably possible.

17.07 Breaks

- a. All employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of four (4) hours of work to be scheduled by the Employer during the employee's shift whether day, evening or night. It is understood that hours of work shall be defined for the purposes of this clause to include a half hour meal period as described below. The Employer acknowledges the additional right of employees working a three and one-half (3.5) hour shift to be granted one (1) rest period of fifteen (15) minutes during their shift.
- b. If the lunch period is shortened by the Employer, the employee will be allowed to make up the lost lunch time later in the shift or, at the Employer's discretion, have this lost lunch time paid for at a regular hourly rates.
- c. Breaks will not be interrupted except in an emergency. Employer will allow additional time later in the shift if interrupted by the Employer. If an employee works in excess of seven and one-half (7.5) hours a meal will be provided on the day or evening shift, if requested by the employee one hour prior to the noon or supper meal.
- d. Where an RPN is left in charge of the building and is unable to leave the premises for her meal break, she shall be paid for her meal break.

17.08 Employees in the nursing department will be required to be present for Report. Report will be given as expeditiously as possible. Employees coming off shift will be required to remain until relieved. At the change of shift, there will normally be additional time required by registered staff for reporting which shall be considered to be part of the normal or standard daily hours of work for a period of up to ten (10) minutes duration.

17.09 A part-time employee shall be committed to work additional days (to a total of three (3) days per week) upon request by the Employer, specifically during the summer months and at the Christmas - New Year period to replace a full-time position and will not make unreasonable requests for additional work by part-time employees. Unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary action.

Casual employees must be available for a minimum of four (4) shifts per schedule and two (2) of those shifts must be weekends. Failure to be available for the above time periods may result in progressive discipline up to and including termination for lack of availability.

Casual employees must be available for Christmas or New Year's but not both.

It is understood and agreed that this commitment does not apply if the employee is on approved leave of absence, sick leave or vacation.

The Employer will call available and qualified casual part-time employees not in overtime before using agency staff (except for approved MOH "one on one" care).

Part-time employees have master scheduled hours. Casual employees have no master scheduled hours.

ARTICLE 18 - WORK SCHEDULES

18.01 The Employer will endeavour to maintain and achieve the following objectives in the formation of work schedules. However, it is expressly understood that it may not always be possible to do so.

- a. Work schedules covering a four (4) week period will be posted two weeks in advance. Employee requests for a specific day off must be submitted to the Administrator one week in advance of posting. No changes shall be made in the

schedule of the employees once the schedule has been posted unless the Employer and the employee(s) concerned agree.

- b. The Employer will endeavour to arrange shift schedules so that all full-time employees will receive one (1) weekend off of every two (2) weekends and all part-time employees will receive one weekend off of every three weekends. It is understood that for purposes of this clause, the weekend shall consist of those shifts which have the majority or all of their hours on Saturday or Sunday.
- c. Employees may give a working day to another employee as a “shift give away”, utilizing the same provisions as the shift exchange, provided she selects her replacement by utilizing the call-in list, and provided the giveaway is approved by the Employer in writing in advance of the scheduled shift. Such request shall be submitted at least forty-eight (48) hours (not including weekends and holidays) in advance, and the Employer reserves the right to refuse such request. Such request shall not be unreasonably denied. In giving a shift away, an employee:
 - i. may not alter the master schedule;
 - ii. may not give away a call-in shift or a give-away shift already received;
 - iii. may not, as a result of a receipt of a give-away shift, be in an overtime position.
- d. Employee requests for changes in the posted schedules may be made in writing provided they are co-signed by the employee willing to exchange days off. However, such requests, if granted, shall not result in overtime compensation or payment to any of the employees affected.

The Employer shall respond to such requests in writing within five (5) days, if possible.

- e. For clarity, Employees (including full-time staff) are eligible to accept a shift giveaway or exchanges even if by doing so, the provisions of article 18. 03 of the Collective Agreement are violated; however it is understood that no overtime premium shall apply.
- f. Employees shall not be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work.

Notwithstanding, employees whose regular schedule is less than 37.5 hours per week, may give notice to the employer through availability that they are willing to work on their days off. Scheduling of a shift shall not result in premium payment, unless the regular overtime provisions apply. If no notice is given, the default shall be that the employee will be scheduled as outlined above.

- g. The Employer agrees to arrange shift schedules so all employees past probation other than casual call in, will receive a minimum of sixteen (16) hours off between the change of shifts. Also, dietary staff will receive a minimum of ten (10) hours off between shifts.
- h. Full-time employees will not be scheduled to work more than two (2) different shifts in any one (1) calendar week.
- i. Employees will not be scheduled to rotate to other shifts unless mutually agreed between the employee and the Employer, unless the employee was hired for all shifts.
- j. Part-time employees will be given the first opportunity to work call-in.

- k. When the Employer deems it necessary to rotate staff to different Home areas, such changes shall be discussed with the Union prior to implementation.

18.02 Orientation

If a new employee is hired, he shall be given at least five (5) days of orientation (for Registered Staff), or twenty-two and one-half (22.5) hours of orientation (for Non-Registered Staff), with pay prior to the commencement of his regular schedule. The applicable department supervisor will determine the shifts on which the employee receives orientation. During such orientation the new employee shall be an "extra" in addition to the regular number of staff members.

18.03 Call-In Procedure

The following call-in procedure shall apply in each facility as amended in the letters of understanding herein, or as amended locally by mutual agreement of the parties.

- a. The Employer shall maintain a list of all employees who wish to be called in for extra shifts (not in overtime). Each employee shall indicate her availability every four weeks on a schedule provided by the Employer (covering the same period as the posted schedule.) This availability sheet shall not change once it has been posted, unless mutually agreed. Failure to submit availability will result in those employees not being called in.

Employees on the list who have indicated availability shall be called for each call-in in this order, and in order of facility seniority within each group:

- i. All Reduced Full-time and Regular Part Timers or in the case of the kitchen or recreation by classification.
- ii. All Casual Part Timers

- iii. Employees eligible for overtime who have indicated availability, in order of seniority.
- b. A call-in sheet will be completed for each call-in. Each call will be indicated on the call-in sheet, and how the call was answered, as either "worked," "no answer," or "refused". If more than one shift is available, all available shifts will be offered to each employee (if qualified) and the employee may select which of those shifts she will accept, and the remaining shifts will be filled by continuing the call-in.
- c. If an employee indicates availability, and consistently is not available when called, the Employer may remove the employee from the call-in list for the next schedule. "Consistently not available," shall mean a call-in is refused three times during the schedule.
- d. If a call-in is answered by another person or an answering machine, the Employer shall leave a message that a call-in is available and for what shift. The Employer will continue its efforts to fill the staff shortage. If an employee responds to a message and accepts the call-in prior to it being filled, she shall be assigned the vacancy.
- e. Many part-time staff have regularly scheduled shifts at multiple facilities covered by this agreement. Their first commitment is to those shifts.
- f. If an employee who was not scheduled to work and had indicated they were available is missed such employee shall either:
 - i. If the call was made by a member of the bargaining unit, be offered the next call-in for which she is available. If the missed shift would have resulted in overtime, the

employee may have the option of working one and one-half (1.5) times the amount of hours; however, all hours will be paid at the employee's regular rate; no overtime rate will be paid, or

- ii. If the call was made by a management or office employee, the worker shall be scheduled to work as an extra at a time mutually agreed between the Employer and the Employee, and will be compensated according to the conditions of the call-in shift.

18.04 If the Employer plans major changes in the work schedules, such changes shall be discussed with the Union before implementation.

ARTICLE 19 - PREMIUMS

All premiums shall not form part of the employee's hourly rate of pay and shall not be included in any overtime pay calculation.

19.01 Shift Premiums

~~All employees who are required by the Employer to rotate over two or more shifts shall receive a shift premium of twenty eight (28¢) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium, and shift premium will not form part of an employee's straight time hourly rate.~~

~~Effective March 1st, 2023,~~ **There** will be no requirement to rotate over two or more shifts. All employees working Monday to Friday on the afternoon/evening shift shall receive a premium of twenty five (25¢) per hour for all hours worked.

~~Effective March 1st, 2023,~~ **All** Employees working Monday to Friday on the night shift shall receive a premium of twenty-five cents (\$.25) per hour for all hours worked.

Shift premium will not be paid for any hour in which an employee receives overtime premium, and shift premium will not form part of an employee's straight time hourly rate.

19.02 Weekend Premium

A weekend premium of ~~twenty two cents (31¢)~~ **forty one cents (41¢)** per hour worked will be paid for all hours worked between 2300 hours on Friday and 2300 hours on the following Sunday.

Effective ~~March 1st, 2023,~~ **February 2nd, 2024** increase the weekend premium to ~~forty one cents (41¢)~~ **forty five cents (45¢)** per hour.

19.03 Responsibility Premium

When no management person is on duty in the facility and an employee in the bargaining unit is expected and required to assume supervisory responsibility for the entire building, and does so, she shall be paid a premium of ninety (90¢) per hour.

The Responsibility Premium will be paid from 5:00 p.m. to 8:00 a.m. and on weekends and holidays when there is no management in the building.

Effective February 2nd, 2024 increase the responsibility premium to one dollar (\$1) per hour.

19.04 RPNs shall receive a two dollar (\$2.00) per hour premium for all hours spent replacing a RN.

19.05 The employee in the bargaining unit who functions as Activity Director is paid a premium of seventy-five cents (75¢) per hour above the HCA/PSW rate.

~~**19.06** Dietary Aides without their Food Service Worker (FSW) designation will be paid thirty five cents (35¢) less per hour.~~

19.07 Recreation Responsibility Premium

A premium of one dollar (\$1.00) per hour will be paid to each Therapeutic Recreationist for every hour spent on an outing away from the facility.

19.08 RAI Coordinator and Special Projects Nurse Responsibility Premium

Effective the date of ratification, a premium of fifty cents (50¢) per hour will be paid to those bargaining unit staff who hold the RAI Coordinator or Special Projects Nurse positions.

19.09 Orientation Premium

Where the Employer assigns an employee to orientate a newly hired employee in the bargaining unit during her orientation period, the employee who is training will receive a premium of one dollar (\$1.00) per hour for all hours spend orientating.

Effective March 1st, 2023, the orientation premium shall be increased to one dollar and fifty cents (\$1.50) per hour for all hours spent orientating.

Such assignment shall be at the Employer's discretion, and shall not be by seniority. The probationary employee being orientated will receive a wage rate that is two dollars (\$2.00) less per hour than their usual rate while orientating.

Effective March 1st, 2023 the probationary employee being orientated will receive a wage rate that is one dollar and fifty cents (\$1.50) less per hour than their usual rate while orientating.

19.10 Red Seal Premium for Cooks

Effective March 2nd, 2024, cooks who have their red seal will be paid a fifty cent (50¢) per hour premium.

ARTICLE 20 - WAGES AND JOB CLASSIFICATIONS

20.01 The Employer will pay and the Union will accept for the term of this Agreement, the wages set forth in Appendix "A".

Upon being notified by the employee, and upon being verified by the Employer, the Employer shall issue a makeup cheque to cover any shortages in an employee's pay cheque in excess of seventy-five dollars (\$75.00), within forty-eight (48) hours of being notified by the employee. This forty-eight (48) hours shall not include weekends or holidays. The error must be an Employer error.

20.02 The Employer agrees and will make every reasonable effort to ensure that wages will be paid bi-weekly by automatic payroll deposit on the second Tuesday before bank hours commence following the completion of the two week period.

20.03 The Employer may establish new classifications within the bargaining unit during the term of this Agreement after consultation with the Union. Wage rates for such new classifications will be negotiated. If negotiations fail to result in an Agreement, the new rates shall be settled by arbitration as provided in Article 8 of this Agreement.

20.04 Wage progression as used in Appendix "A" is based on service hours in a particular job classification, unless specifically reduced hereunder. Employees within a job classification will progress from the "up to one year" rate and so on, on the basis of 1875 service hours worked equals one year.

ARTICLE 21 - GENERAL HOLIDAYS (Full-Time)

21.01 The Employer agrees that the following holidays will be recognized:

New Year's Day

Family Day (3rd Monday in February)

Good Friday

Civic Holiday

Labour Day

Thanksgiving Day

Victoria Day

Canada Day (July 1st)

Christmas Day

Boxing Day

The Employer will also recognize two (2) float holidays for each employee to be taken at a time mutually agreed upon between the Employer and each employee.

Full-time employees working a twelve (12) hour shift shall not receive a greater benefit with respect to holiday pay than those employees working an eight (8) hour shift.

When a request is made for a float day or lieu day, the Employer will endeavour to notify the employee within five (5) business days whether it is approved.

21.02

- a. All employees qualify for holiday entitlements unless they:
 - i. Fail without reasonable cause to work their entire shift on their regularly scheduled days of work before or after the public holiday.
 - ii. Fail without reasonable cause to work their entire shift on the public holiday if they agreed to or were required to work that day.
 - iii. An employee who is not permitted to work a qualifying shift identified in the two preceding paragraphs (i and ii above) due to working at another facility in outbreak will be considered to have worked the qualifying shift for the purpose of qualifying for holiday pay.
- b. An employee who regularly works fewer than seven and one-half (7.5) hours per shift will receive holiday pay based on her normal hours per shift rather than seven and one-half (7.5) hours.

- The amount of holiday pay a qualified employee is entitled to is the greater of:
- c.
 - i. If the employee has worked at least ten (10) days during the thirty (30) days immediately preceding the paid holiday, an amount equal to her regular hourly wage multiplied by her normal hours per shift, or
 - ii. $1/20^{\text{th}}$ of all the regular wages and all of the vacation pay the employee earned in the four (4) work weeks ending just before the work week with the paid holiday.

21.03 An employee who is required to work on a general holiday will be paid for authorized work performed on such day at the rate of one and one-half (1.5) times his regular hourly rate for all hours worked in addition, provided he qualifies, his holiday pay for the said holiday. However, in lieu of his holiday pay, the Employer and the employee may agree to substitute another working day for the general holiday which day shall not be later than the next annual vacation of the employee and the day so substituted shall be deemed to be the general holiday.

21.04 The Employer agrees to enable employees to “bank” days in lieu of holiday pay for hours worked and/or paid on statutory holidays (and dollars pertaining thereto) to be taken at a later date (hours and/or dollars) as described in Articles 21.03 and 21.05 of the Collective Agreement.

For the purposes of this “bank”, the annual period is December 25th to December 24th of any given year.

Statutory holiday pay (hours) not taken for any qualifying statutory holiday can be “banked” in dollars (based on the current rate of pay) in a “lieu bank” on the payroll to a maximum of six (6) days during any given annual period. Requests for the “banking” of such hours must be made to the Administration office at least two (2) weeks in advance of the qualifying statutory holiday, on the prescribed form.

Notwithstanding the above, employees called in to work a statutory holiday will be provided the opportunity to bank a lieu day. Such employee shall notify the Administration office no later than the next business day following the statutory holiday.

Within the annual period lieu time “banked” can be taken, with pay, from the “banked” dollars (based on the current pay rate) to a maximum of the lieu banked amount. The time, in hours, must be requested on the prescribed form, to the Administration office, with a minimum of two (2) weeks advance notice and must be approved by the Administrator of the facility in accordance with the safe and proper operation of the facility.

At any time during the annual period an employee may request, on the prescribed form to the Administration office, with a minimum of two (2) weeks’ notice, any part of the current balance in their lieu bank. Such “no time” requests are limited to three occasions per employee per annual period. The hours/dollars will be paid on the next pay period following paperwork approval. Such lieu time for monies paid out to those employees will be “lost”. These monies will be subject to any and all statutory deductions but will be taxed separately from all other earnings during the same period.

Any monies remaining in the lieu bank will be paid out in full (in hours based on the current pay rate) on the full pay period immediately preceding December 25th of any given year. There will be no carry-forward of monies on time past the full pay period immediately preceding December 25th of any given year. These monies will be paid (in hours based on the current rate of pay) in this period and will be subject to any and all statutory deductions but will be taxed separately from all other earning during the same period.

Dollars are banked based on the number of hours multiplied by the current pay rate at the time of banking. Dollars are paid based on the number of hours multiplied by the current pay rate at the time of payment to a maximum of banked dollars. If the option of taking

banked lieu time with pay is chosen and if the amount of hours requested exceeds the banked dollars, the hours requested will be adjusted to reflect the maximum dollars available in the bank. That is, the net effect may be that the dollars banked in any given period may not accurately reflect the actual number of hours banked.

Requests for “banking” of such hours must be made to the Administration Office at least two (2) weeks in advance of the qualifying statutory holiday, on the prescribed form, with the exception of the Christmas Day, Boxing Day and New Year’s Day statutory holidays. Such request forms must be submitted by December 1st. Each statutory holiday to be banked is to be submitted on a separate form.

21.05 Where a general holiday falls on an employee's day off or during the employee's vacation period, the Employer shall pay the employee his regular wages for the general holiday if qualified or on mutual agreement between the Employer and employee shall designate a working day that is not later than the next annual vacation of the employee and the day so designated shall be deemed to be the holiday.

21.06 When an employee is scheduled to work on a holiday and does not work he shall not be paid for the holiday unless excused in writing by his Supervisor, or unless absent due to personal illness proven to the satisfaction of the Employer.

21.07

- a. Employees may be assigned to work either during Christmas or during New Year’s, but not both. An employee will receive two consecutive days off at Christmas or New Year’s as follows: December 24th and 25th, December 25th and 26th, or December 31st and January 1st.

Alternate requests for two (2) days only must be submitted in writing for consideration by Management. A wish list shall

be posted on October 1st of each year and taken down on October 15th.

The draft schedule shall be posted by November 1st. The draft schedule includes the two (2) weeks of Christmas; meeting staff compliments as per the master schedule.

Employees will then have one (1) calendar week up to November 7th (inclusive) to make any changes (switches, giveaways, or days off with pay – vacation, lieu, etc.).

All approved requests will be posted no later than November 15th on a final schedule at which time no alterations/exceptions are to be made without the approval of the Administrator.

For clarification, the shift that has the most hours on one day more than the other shall be deemed as a shift for that day (for these purposes only). For example, Christmas Day will be deemed from 2300 hours, December 24th to 2300 hours December 25th.

- b. If an employee is scheduled off on Christmas one year, she shall be scheduled off on New Year's the next, so that an alternating pattern is established.

An employee who works on December 24th, but not 25th and 26th has had Christmas off. Similarly, an employee who works December 26th, but not 24th and 25th, has had Christmas off.

The weekend schedule may be suspended during the Christmas season.

- c. Notwithstanding (a) & (b), the Employer will endeavour to accommodate an employee if there is an opportunity to

have both holidays off, in which case it will be awarded according to seniority.

- d. The Employer shall make every effort that full-time employees will maintain their regular number of shifts in a bi-weekly period during the Christmas season unless the employee requests otherwise on the Christmas wish list.

ARTICLE 22 - GENERAL HOLIDAYS (Part-Time)

22.01 The Employer agrees that the following holidays will be recognized:

New Year's Day

Family Day (3rd Monday in February)

Good Friday

Victoria Day

Canada Day (July 1st)

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

In addition, part-time employees shall receive one (1) float holiday after every seven hundred (700) hours worked in a facility.

When a request is made for a float day or lieu day, the Employer will endeavour to notify the employee within five (5) business days whether it is approved.

22.02

- a. All employees qualify for holiday entitlements unless they:
 - i. Fail without reasonable cause to work their entire shift on their regularly scheduled days of work before or after the public holiday.
 - ii. Fail without reasonable cause to work their entire shift on the public holiday if they agreed to or were required to work that day.

iii. An employee who is not permitted to work a qualifying shift identified in the two preceding paragraphs (i and ii above) due to working at another facility in outbreak will be considered to have worked the qualifying shift for the purpose of qualifying for holiday pay.

b. An employee who regularly works fewer than seven and one-half (7.5) hours per shift will receive holiday pay based on her normal hours per shift rather than seven and one-half (7.5) hours.

22.03 The amount of holiday pay a qualified employee is entitled to is equal to 1/20th of all the regular wages and all of the vacation pay the employee earned in the four (4) work weeks ending just before the work week with the paid holiday.

22.04 An employee who is required to work on a general holiday will be paid for authorized work performed on such day at the rate of one and one-half (1.5) times his regular hourly rate for all hours worked in addition, provided he qualifies, his holiday pay for the said holiday. However, in lieu of his holiday pay, the Employer and the employee may agree to substitute another working day for the general holiday which day shall not be later than the next annual vacation of the employee and the day so substituted shall be deemed to be the general holiday.

22.05 The Employer agrees to enable employees to “bank” days in lieu of holiday pay for hours worked and/or paid on statutory holidays (and dollars pertaining thereto) to be taken at a later

date (hours and/or dollars) as described in Articles 21.03 and 21.05 of the Collective Agreement.

For the purposes of this “bank”, the annual period is December 25th to December 24th of any given year.

Statutory holiday pay (hours) not taken for any qualifying statutory

holiday can be “banked” in dollars (based on the current rate of pay) in a “lieu bank” on the payroll to a maximum of six (6) days during any given annual period. Requests for the “banking” of such hours must be made to the Administration office at least two (2) weeks in advance of the qualifying statutory holiday, on the prescribed form. Notwithstanding the above, employees called in to work a statutory holiday will be provided the opportunity to bank a lieu day. Such employee shall notify the Administration office no later than the next business day following the statutory holiday.

Within the annual period lieu time “banked” can be taken, with pay, from the “banked” dollars (based on the current pay rate) to a maximum of the lieu banked amount. The time, in hours, must be requested on the prescribed form, to the Administration office, with a minimum of two (2) weeks advance notice and must be approved by the Administrator of the facility in accordance with the safe and proper operation of the facility.

At any time during the annual period an employee may request, on the prescribed form to the Administration office, with a minimum of two (2) weeks’ notice, any part of the current balance in their lieu bank. Such “no time” requests are limited to three occasions per employee per annual period.

The hours/dollars will be paid on the next pay period following paperwork approval. Such lieu time for monies paid out to those employees will be “lost”. These monies will be subject to any and all statutory deductions but will be taxed separately from all other earnings during the same period.

Any monies remaining in the lieu bank will be paid out in full (in hours based on the current pay rate) on the full pay period immediately preceding December 25th of any given year. There will be no carry-forward of monies on time past the full pay period immediately preceding December 25 of any given year. These monies will be paid

(in hours based on the current rate of pay) in this period and will be subject to any and all statutory deductions but will be taxed separately from all other earning during the same period.

Dollars are banked based on the number of hours multiplied by the current pay rate at the time of banking. Dollars are paid based on the number of hours multiplied by the current pay rate at the time of payment to a maximum of banked dollars. If the option of taking banked lieu time with pay is chosen and if the amount of hours requested exceeds the banked dollars, the hours requested will be adjusted to reflect the maximum dollars available in the bank. That is, the net effect may be that the dollars banked in any given period may not accurately reflect the actual number of hours banked.

22.06 Where a general holiday falls on an employee's day off or during the employee's vacation period, the Employer shall pay the employee his regular wages for the general holiday if qualified or on mutual agreement between the Employer and employee shall designate a working day that is not later than the next annual vacation of the employee and the day so designated shall be deemed to be the holiday.

22.07 When an employee is scheduled to work on a holiday and does not work he shall not be paid for the holiday unless excused in writing by his Supervisor, or unless absent due to personal illness proven to the satisfaction of the Employer.

22.08

- a. Employees may be assigned to work either during Christmas or during New Year's, but not both. An employee will receive two consecutive days off at Christmas or New Year's as follows: December 24th and 25th, December 25th and 26th, or December 31st and January 1st.

Alternate requests for two (2) days only must be submitted in writing for consideration by Management. A wish list shall

be posted on October 1st of each year and taken down on October 15th.

The draft schedule shall be posted by November 1st. The draft schedule includes the two (2) weeks of Christmas; meeting staff compliments as per the master schedule.

Employees will then have one (1) calendar week up to November 7th (inclusive) to make any changes (switches, giveaways, or days off with pay – vacation, lieu, etc.).

All approved requests will be posted no later than November 15th on a final schedule at which time no alterations/exceptions are to be made without the approval of the Administrator.

For clarification, the shift that has the most hours on one day more than the other shall be deemed as a shift for that day (for these purposes only). For example, Christmas Day will be deemed from 2300 hours, December 24th to 2300 hours December 25th.

- b. If an employee is scheduled off on Christmas one year, she shall be scheduled off on New Year's the next, so that an alternating pattern is established.

An employee who works on December 24th, but not 25th and 26th has had Christmas off. Similarly, an employee who works December 26th, but not 24th and 25th, has had Christmas off.

The weekend schedule may be suspended during the Christmas season.

- c. Notwithstanding (a) and (b), the Employer will endeavour to accommodate an employee if there is an opportunity to

have both holidays off, in which case it will be awarded according to seniority.

ARTICLE 23 - VACATIONS (Full-Time)

23.01 Each employee annually shall be entitled to a vacation with pay based on her earliest date of hire in any facility covered by this agreement as follows:

- a. less than 1 year - 1 day per month to a maximum of 10 days at 4% of gross wages;
- b. after 1 year - 2 weeks at 4% of gross wages;
- c. after 3 years - 3 weeks at 6% of gross wages;
- d. after 8 years - 4 weeks at 8% of gross wages;
- e. after 15 years - 5 weeks at 10% of gross wages;
- f. after 20 years - 6 weeks at 12% of gross wages;
- g. after 28 years - 7 weeks at 14% of gross wages.

23.02

- a. Where an employee's status changes from part-time to full-time, their actual number of hours worked, and paid plus hours lost due to pregnancy/parental, WSIB, illness and personal leaves (except personal leave time in excess of four (4) weeks in a leave) is divided by 1687 hours to achieve a number of years, including part years. From the date of status change, this number of years is counted backward to arrive at an artificial date of hire for the sole purpose of vacation entitlement calculation. From the date of status change, vacation entitlement is based on calendar years of seniority applied to the artificial date of hire.
- b. The implementation of the above formula for part-time

vacation entitlement shall have no adverse effect on any employee. Current employees whose progression through the vacation grid has been accelerated will be red-circled until their hours support an increase as described herein. For greater certainty, no employee shall experience a decrease in vacation entitlement, neither upon ratification, nor in the future.

23.03

- a. The annual vacation entitlement and pay will be calculated on the anniversary date for each employee. The amount of vacation to which an employee is entitled shall be determined by the employee's length of service as of their anniversary date.

Calculation of Vacation Payment from Vacation Pay Accrual Bank

When an employee takes a week of vacation, she will be paid based on her master schedule, until her vacation pay (accumulated in her vacation bank for that vacation year) is exhausted. For example, if an employee's master schedule would require her to work two (2), twelve (12) hour shifts during her week of vacation, she will be paid her regular wages for those two (2) shifts as vacation pay for that week of vacation.

- b. An employee may take her vacation in individual days subject to the agreement of the Administrator which shall not be unreasonably withheld. Individual vacation days are ordinarily not granted in the months of June, July, August and September. Requests for a week of vacation during June, July, August and September will be awarded before any requests for individual days are considered for the same time period. The entitlement of individual days is based on the number of shifts worked in a regular week and then to a

maximum of two (2) weeks of the employee's vacation entitlement. For example, an employee whose posting is four (4) days in two (2) weeks can take a maximum of four (4) days in individual days. Vacation days will be paid based on the hours the employee would otherwise be scheduled to work, and the amount deducted from the employee's vacation bank for that year.

23.04 The vacation year is defined from January 1st to December 31st of each year.

On ~~September 15th~~ **March 1st** of each year, the Employer shall post a twelve (12) month blank vacation schedule sheet for each department, in each home area, that will commence on ~~January~~ **May** 1st of the following year. The vacation schedule shall list all employees in the department in order of seniority (date of hire in the facility) and the number of staff per classification allowed off at any one time. Employees shall indicate, in order of seniority (date of hire in the facility), the time during which they prefer to take vacation.

Vacation requests are due by ~~October 1st~~ **March 15th**. The final schedules will be posted by ~~October 15th~~ **April 1st**. The schedule shall not be changed after posting, except by written permission of the Administrator and the specific agreement of the employees involved. No changes will be made to the vacation schedule without the employees agreement. An employee cannot cancel their vacation during the months of July, August and/or December. If an employee cancels their vacation two (2) weeks prior to the posting of the schedule in which they would take their vacation, the employee will be returned to their regular schedule. If an employee cancels their vacation less than two weeks or after the schedule in which they had vacation is posted, the employee can be placed on the call list.

Employees applying for vacation outside of this time frame make their requests on a "first come first served basis" and no consideration will

be given to seniority. Such requests shall be responded to within four (4) weeks from the date of the request. Requests for weeks take precedence over days.

- 23.05** Vacation pay does not accumulate from year to year and all vacations must be taken within twelve (12) months of the determination date. Employees will not be permitted to waive their vacation time unless mutually agreed between the Employer and the Union. Requests for weeks take precedence over days.
- 23.06** An employee who terminates his employment with the Employer for any reason shall receive vacation pay computed at the rate of 4%, 6%, 8%, 10%, 12% or 14%, as applicable for the current vacation year.
- 23.07** Vacation pay will be paid on the pay immediately preceding vacation or the pay immediately following vacation. Requests for preference of when vacation pay will be paid to the employee must be submitted in writing two (2) weeks in advance. (The current system for requesting vacation pay will continue, i.e.: two (2) weeks' notice in writing of preference of payment prior to going on vacation.)
- 23.08** Employees may request vacation during the Christmas vacation season. Where two (2) or more employees apply within the same classification, the employee with the most seniority (based on date of hire in the facility) shall be granted vacation. An employee who has taken vacation during this period may not take her vacation during this period in the next year if another employee in that classification wishes to take her vacation in that period. Where a conflict arises that cannot be settled amicably, the dispute will be resolved by the Employer in consultation with the stewards and the Union. Approval will be subject to the maintenance of adequate staffing to maintain resident care.
- 23.09** Should an employee fall ill on her vacation, she shall be paid from her sick bank provided that a certificate from a qualified medical practitioner is presented stating the dates of the illness. Any vacation

days displaced shall be rescheduled upon the mutual agreement of the employee and the Employer.

23.10

- a. Accrual year for each employee would be from their first payroll and continue for fifty-two (52) consecutive weeks. Their anniversary date would determine their entitlement and pay for vacation each year.
- b. Vacation pay would be calculated at the appropriate percentage as per the Collective Agreement each pay. At an employee's anniversary date, their entitlement will be calculated and the percentage of gross pay will be adjusted accordingly.

ARTICLE 24 - VACATIONS (Part-Time)

24.01 Each employee annually shall be entitled to vacation pay based on hours.

- a. After 1,687 hours - 2 weeks at 4% of gross wages;
- b. After 5,062 hours - 3 weeks at 6% of gross wages;
- c. After 13,500 hours - 4 weeks at 8% of gross wages;
- d. After 25,210 hours - 5 weeks at 10% of gross wages;
- e. After 33,740 hours - 6 weeks at 12% of gross wages;
- f. After 47,236 hours - 7 weeks at 14% of gross wages.

For the purpose of this provision, hours is the sum of actual number of hours worked, and paid plus hours lost due to any leave of absence covered by the *Employment Standards Act (ESA)*, WSIB, illness and personal leaves (except personal leave time in excess of four (4) weeks in a leave).

24.02 When an employee's status changes from full-time to part-time, her number of years since her date of hire is multiplied by 1950 hours. This number determines vacation entitlement in accordance with Article 24.01 above. The date of hire used might be the actual date of hire or could be an "artificial" date of hire assigned for the purpose of vacation entitlement only at the time of a prior status change from part-time to full-time as described in Article 23.02.

24.03 The implementation of the above formula for part-time vacation entitlement shall have no adverse effect on any employee. Current employees whose progression through the vacation grid has been accelerated will be red-circled until their hours support an increase as described herein. For greater certainty, no employee shall experience a decrease in vacation entitlement, neither upon ratification, nor in the future.

24.04

- a. The annual vacation entitlement and pay will be calculated on the anniversary date for each employee. The amount of vacation to which an employee is entitled shall be determined by the employee's length of service as of their anniversary date.

**Calculation of Vacation Payment from Vacation Pay
Accrual Bank**

When an employee takes a week of vacation, she will be paid based on her master schedule, until her vacation pay (accumulated in her vacation bank for that vacation year) is exhausted. For example, if an employee's master schedule would require her to work two (2), twelve (12) hour shifts during her week of vacation, she will be paid her regular wages for those two (2) shifts as vacation pay for that week of vacation.

- b. An employee may take her vacation in individual days

subject to the agreement of the Administrator which shall not be unreasonably withheld. Individual vacation days are ordinarily not granted in the months of June, July, August and September. Requests for a week of vacation during June, July, August and September will be awarded before any requests for individual days are considered for the same time period. The entitlement of individual days is based on the number of shifts worked in a regular week and then to a maximum of two (2) weeks of the employee's vacation entitlement. For example, an employee whose posting is four (4) days in two (2) weeks can take a maximum of four (4) days in individual days. Vacation days will be paid based on the hours the employee would otherwise be scheduled to work, and the amount deducted from the employee's vacation bank for that year.

24.05 The vacation year is defined from January 1st to December 31st of each year.

On September 15th of each year, the Employer shall post a twelve (12) month blank vacation schedule sheet for each department, in each home area, that will commence on January 1st of the following year. The vacation schedule shall list all employees in the department in order of seniority (date of hire in the facility) and the number of staff per classification allowed off at any one time. Employees shall indicate, in order of seniority (date of hire in the facility), the time during which they prefer to take vacation.

Vacation requests are due by October 1st. The final schedules will be posted by October 15th. The schedule shall not be changed after posting, except by written permission of the Administrator and the specific agreement of the employees involved. No changes will be made to the vacation schedule without the employees agreement. An employee cannot cancel their vacation during the months of July,

August and/or December. If an employee cancels their vacation two (2) weeks prior to the posting of the schedule in which they would take their vacation, the employee will be returned to their regular schedule. If an employee cancels their vacation less than two weeks or after the schedule in which they had vacation is posted, the employee can be placed on the call list.

Employees applying for vacation outside of this time frame make their requests on a “first come first served basis” and no consideration will be given to seniority. Such requests shall be responded to within four (4) weeks from the date of the request. Requests for weeks takes precedence over days.

- 24.06** Vacation pay does not accumulate from year to year and all vacations must be taken within twelve (12) months of the determination date. Employees will not be permitted to waive their vacation time unless mutually agreed between the Employer and the Union.
- 24.07** An employee who terminates his employment with the Employer for any reason shall receive vacation pay computed at the rate of 4%, 6%, 8%, 10%, 12% or 14%, as applicable for the current vacation year.
- 24.08** Vacation pay will be paid on the pay immediately preceding vacation or the pay immediately following vacation. Requests for preference of when vacation pay will be paid to the employee must be submitted in writing two (2) weeks in advance. (The current system for requesting vacation pay will continue, i.e.: two (2) weeks’ notice in writing of preference of payment prior to going on vacation.)
- 24.09** Employees may request vacation during the Christmas vacation season. Where two (2) or more employees apply within the same classification, the employee with the most seniority (based on date of hire in the facility) shall be granted vacation. An employee who has taken vacation during this period may not take her vacation during this period in the next year if another employee in that classification

wishes to take her vacation in that period. Where a conflict arises that cannot be settled amicably, the dispute will be resolved by the Employer in consultation with the stewards and the Union. Approval will be subject to the maintenance of adequate staffing to maintain resident care.

24.10 Should an employee fall ill on her vacation, she shall be paid from her sick bank provided that a certificate from a qualified medical practitioner is presented stating the dates of the illness. Any vacation days displaced shall be rescheduled upon the mutual agreement of the employee and the Employer.

24.11

- a. Accrual year for each employee would be from their first payroll and continue for fifty-two (52) consecutive weeks. Their anniversary date would determine their entitlement and pay for vacation each year.
- b. Vacation pay would be calculated at the appropriate percentage as per the Collective Agreement each pay. At an employee's anniversary date, their entitlement will be calculated and the percentage of gross pay will be adjusted accordingly.

ARTICLE 25 - HEALTH AND INSURANCE BENEFITS

25.01 The Employer agrees to contribute towards the billed premiums in the indicated amounts for the following benefits for each eligible employee in the active employ of the Employer who has completed his probationary period, provided the balance of such monthly premiums are paid by the employee through monthly payroll deductions. If an employee fails to complete benefits enrolment forms within thirty (30) days of receiving them, the Employer is waived of any legal liability.

- a. An Extended Health Care Plan providing the same benefits

as the Plan now in force, but with \$10.00 (single) and \$20.00 (family) deductible where applicable. Employer to pay one hundred percent (100%) of premium.

The medical maximum will be \$4000/yr per participant.

A drug card with a \$5.00 payment, a \$7.50 dispensing fee cap with a mandatory generic substitution. If a doctor prescribes a brand name drug and there is no generic equivalent, then the brand name drug is dispensed at no extra cost.

- b. Life and A.D.&D. Insurance - ~~\$20,000~~ **\$30,000**

~~Effective April 1st, 2023 Life and A.D.&D. is increased to~~
~~\$30,000~~

Employer to pay 100% of the premium.

- c. Weekly Indemnity - providing 66 2/3% of the employee's wages commencing on the first day of non-occupational accident or illness requiring hospitalization, and on the fourth day of illness not requiring hospitalization. Benefits will be dovetailed through the WI Plan and Employment Insurance to provide the same coverage as the previous plan. An employee eligible for WI but not eligible for EI either in whole or in part will receive from the Employer the full WI benefit described herein to top up whatever EI does not pay. Where some EI benefit is payable, that amount will be carved out. Employer to pay 100% of premium.
- d. Dental Plan (Blue Cross # 9), with deductibles of \$25.00 (single) and \$50.00 (family) payable once only in each calendar year. Employer and employees to share premium costs on a 60-40 basis, respectively.

The Dental Plan will have a one (1) year lag ODA Fee Guide, and a dental maximum of \$2500/yr per participant.

- e. The Employer agrees to extend the Major Medical Plan to include coverage for eye glasses and contact lenses at a rate of ~~one hundred and eighty dollars (\$200.00)~~ **three hundred and fifty dollars (\$350.00)** in a twenty four (24) month period.

~~Effective April 1st, 2023 increase the benefit to three hundred and fifty dollars (\$350.00) in a twenty four (24) month period.~~

Effective February 2nd, 2024, the vision entitlement (\$350) to include coverage for eye exam.

25.02

- a. If an employee, who is otherwise eligible for some or all of the Health and Insurance Benefits, is absent due to personal illness or injury, the Employer will continue to make the appropriate premium contributions for the month during which such absence commences. The Employer agrees to pay benefit premiums for three (3) months following the month in which an employee becomes ill, is injured or laid off. Such employee may elect to have his Health and Insurance Benefits continued without interruption for up to a further twelve (12) months of the absence provided the employee pays the complete Health and Insurance premiums to the Employer by the first day of the month in which the premiums are due.
- b. If an employee is absent or suffers a reduction in scheduled hours due to a workplace injury for which WSIB benefits are received, the Employer will continue to pay all benefits for which the employee is eligible for a period of twelve (12) months, provided the employee pay her share where applicable by the first day of the month in which the

premiums are due (i.e. the first of the month prior to the month of coverage).

25.03

- a. The Union will be notified prior to any change of insurance carrier and the Employer will ensure that proper booklets are available to the employees and the Union.
- b. Mutually agreeable amendments to the insurance benefits may be made following consultation of the parties.

25.04 Reduced Time Health and Insurance Benefits

The Health and Insurance Benefits eligibility described in this Article is based on an employee's hours of work in a facility, not in the bargaining unit.

- a. All part-time employees scheduled twenty-two and one-half (22.5) hours weekly or less are not eligible for health insurance benefits and paid sick days, but will receive an hourly premium in lieu of health insurance benefits and paid sick days, as outlined in Article 25.08.
- b. In accordance with their regularly posted master schedules, full-time employees who work more than twenty-two and one-half (22.5) hours and up to and including thirty-three (33) hours weekly over a scheduled one month period will be eligible for seventy-five percent (75%) of the Employer paid share of the Health and Insurance premiums during the following month. Such employees do not receive an in-lieu premium.

25.05 Notwithstanding the above, the parties agree to "grandfather" existing employees who are scheduled twenty-two and one-half (22.5) hours weekly and who participate in the Health & Insurance plans with fifty percent (50%) of the premium paid by the Employer

25.06 Sick Days

- a. Each employee upon completion of the probationary period will be credited with seven and one-half (7.5) hours per month, to a maximum of ninety (90) hours per year, as sick days. Payment for sick days shall commence with the first day of sickness, provided that an employee shall be paid only for those sick days for which credit has previously been established. In order to establish a monthly credit, an employee must have worked a minimum of one hundred and sixty-two and one-half (162.5) hours per month. Full-time employees working reduced hours shall accumulate sick pay credit at the rate of seven and one-half (7.5) hours per month for each one hundred and sixty-two and one-half (162.5) hours worked. Unused sick pay credit, to a maximum of one hundred and five (105) hours, may be carried forward.

Sick credits will be paid as follows:

- i. First day of illness – 85% of wages for the sick day
- ii. Second day of illness – 95% of wages for the sick day
- iii. Third day of illness – 100% of wages for the sick day

For clarity, each subsequent illness commences a new “first day of illness;” and individual sick days separated by days worked would be paid as a “first day illness.”

- b. There shall be no pyramiding of sick pay and other payments or benefits to which an employee may be entitled under this Agreement. Any employee who is absent from work as a result of injury for which payments are received under WSIA or to whom a third-party insurer is responsible to pay income maintenance shall not lose or accumulate sick days.

c. An employee must call the administration office during office hours for sick and absent calls. After hours, she must contact the registered staff in charge. No messages are to be left on the answering machine. It is not acceptable for a family member or other individual to call for them and/or deal with any absences including but not limited to WSIB, WI, etc. It is the employee's responsibility to inform her employer as soon as possible after she becomes aware of a non-occupational injury or illness that will prevent her from reporting to work. If an employee is off for more than two (2) calendar days, it is her responsibility to maintain regular contact with her departmental manager.

d. If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer or public health, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

25.07 The Employer may require a doctor's authorization for an employee to return to work following any injury or illness that causes an employee to be off work in excess of two (2) consecutive days. The Employer will reimburse the employee for the cost of any medical note requested by the Employer.

25.08 In Lieu

All part-time employees will receive a ~~sixty-two cent (62¢)~~ **seventy-two cents (72¢)** hourly premium in lieu of health benefits and paid sick days.

Effective ~~March 1st, 2023~~ **April 2nd, 2024** the hourly premium in lieu of health benefits and paid sick days will increase to ~~seventy-two cents~~

~~(72¢) per hour.~~ **3.5% of the employees' regular hourly rate for hours worked.**

25.09 The Major Medical Plan shall include up to \$400 per covered person in any 5 consecutive calendar years for hearing aids obtained on a written prescription of a physician licensed as an otolaryngologist (excluding charges for batteries).

Effective March 2nd, 2024 all paramedical benefits increased to three hundred and fifty dollars (\$350) per practitioner. Combined mental health coverage to be increased to four hundred dollars (\$400) per year.

ARTICLE 26 - PENSION

26.01 This Plan applies to all employees covered by this Collective Agreement.

26.02 New employees will join the Plan immediately upon completing six (6) months of employment, and providing they have passed probation (whichever comes last).

Clarity note: "new employees" means newly hired into the bargaining unit.

26.03 Each pay period, the Employer shall deduct from the covered wages of each eligible employee, an amount equal to four percent (4%) of the hourly rate for each hour worked.

26.04 Each pay period, the Employer shall pay an amount equal to four per cent (4%) of the hourly rate for each hour worked for each eligible employee.

26.05 Covered wages as set out in Article 26.03 above include straight time hourly wages, the straight time portion of holiday pay and vacation pay. All other earnings are excluded.

26.06 The Employer will remit the employee's and the Employer's contribution to the Steelworkers trusted pension plan, within fifteen (15) days following

the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each.

26.07 The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employee's behalf. The Plan shall be responsible for informing the employees about the Plan including an annual statement to each employee, showing their previous year's balance, new contributions made, new earnings and new balance.

26.08 Contributions made of behalf of employees will be matched by the Employer to the extent outlined in the preceding schedule.

26.09 Where legislation or the Pension Plan prohibits an employee from contributing to such a Plan because of age, an amount equivalent to the deductions in Article 26.04 will be paid to the employee on each pay stub. This payment in-lieu will not be less than what the employee would have received if she were still contributing to the Pension Plan.

~~**26.10** The Employer shall also, within 30 days, remit to the Steelworkers Trusteed Pension Plan all contributions accrued under Article 27 of the CLAC Collective Agreement from the date of certification of the USW until the effective date of this collective agreement.~~

ARTICLE 27 - TERM

27.01 This Agreement shall be in effect from the twenty ninth (29th) day of November, ~~2021~~**2023** and remain in effect until the twenty eighth (28th) day of November ~~2023~~**2025**, and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

27.02 In the event of such notification being given for amendment to the

Agreement, negotiations between the parties shall begin as soon as possible.

27.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

DATED at _____, ON, this _____ day of _____ 20____

Signed on behalf of **CONMED HEALTH CARE GROUP**

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

Signed on behalf of **United Steelworkers, LOCAL 9563**

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

**APPENDIX “A”
CLASSIFICATIONS AND HOURLY RATES**

DRAFT USW WAGE GRID - NOV 29-23 to NOV 28-25							
	Hours	Years	1-Jul-23	1-Jul-24	1-Jul-25		
			ONA Master	TBD	TBD		
USW Registered Nurse		Start	\$ 32.22				
	1875	1	\$ 33.61				
	3750	2	\$ 34.71				
	5625	3	\$ 36.56				
	7500	4	\$ 38.04				
	9375	5	\$ 39.86				
	11250	6	\$ 41.61				
	13125	7	\$ 45.15				
		15000	8	\$ 48.78			
			29-Nov-22	29-Nov-23	29-Nov-23	29-Nov-24	
			EXPIRED	Amended Grid EXPIRED RATES	3.0%	3.0%	
USW Registered Practical Nurse		Start	\$ 27.74	\$ 28.85	\$ 29.72	\$ 30.61	
		Aft. Prob	\$ 28.12	\$ 29.18	\$ 30.06	\$ 30.96	
	1875	1	\$ 28.85	\$ 29.34	\$ 30.22	\$ 31.13	
	3750	2	\$ 29.18	\$ 29.55	\$ 30.44	\$ 31.35	
	5625	3	\$ 29.34	\$ 29.69	\$ 30.58	\$ 31.50	
	7500	4	\$ 29.55				
	9375	5	\$ 26.69				
			29-Nov-22		29-Nov-23	02-Mar-24	29-Nov-24
					3.00%	\$1.00 Therapeutic Recreationist Only	3.00%
USW Personal Support Worker		Start	\$ 23.18		\$ 23.88		\$ 24.60
		Aft. Prob	\$ 23.54		\$ 24.25		\$ 24.98
	1875	1	\$ 24.41		\$ 25.14		\$ 25.89
	3750	2	\$ 25.24		\$ 26.00		\$ 26.78
	5625	3	\$ 26.25		\$ 27.04		\$ 27.85
USW Therapeutic Recreationist		Start	\$ 20.18		\$ 20.79	\$ 21.79	\$ 22.44
		Aft. Prob	\$ 20.54		\$ 21.16	\$ 22.16	\$ 22.82
	1875	1	\$ 21.41		\$ 22.05	\$ 23.05	\$ 23.74
	3750	2	\$ 22.24		\$ 22.91	\$ 23.91	\$ 24.63
	5625	3	\$ 23.25		\$ 23.95	\$ 24.95	\$ 25.70
USW Cook		Start	\$ 21.86		\$ 22.52		\$ 23.20
		Aft. Prob	\$ 22.23		\$ 22.90		\$ 23.59
	1875	1	\$ 22.55		\$ 23.23		\$ 23.93
	3750	2	\$ 24.07		\$ 24.79		\$ 25.53
USW Food Service Worker (Certified)		Start	\$ 20.36		\$ 20.97		\$ 21.60
		Aft. Prob	\$ 20.71		\$ 21.33		\$ 21.97
	1875	1	\$ 20.93		\$ 21.56		\$ 22.21
	3750	2	\$ 22.25		\$ 22.92		\$ 23.61
USW Dietary Aide (Not Certified)		Start	\$ 20.11		\$ 20.71		\$ 21.33
		Aft. Prob	\$ 20.46		\$ 21.07		\$ 21.70
	1875	1	\$ 20.68		\$ 21.30		\$ 21.94
	3750	2	\$ 22.00		\$ 22.66		\$ 23.34

~~* See Article 19.06 re: staff without FSW designation.~~

~~**RN Lump Sum:** RNs employed as of November 29, 2021 and who continue to be employed as of March 1st, 2023 to receive a lump sum payment equal to 1.75% of their hourly wages for all hours worked between July 1, 2021 and November 28, 2021.~~

When a RN works an RPN posting, she shall be paid two dollars (\$2.00) less per hour.

Retroactivity: Increases to the wage schedule shall be retroactive and apply to all employees in the bargaining unit as of the effective date. Any new employees hired since the effective date shall be entitled to a pro rata adjustment to their remuneration from the date of their employment.

Retroactivity on wages for current employees will be paid within sixty (60) days following written notice of ratification and be made as a separate direct deposit.

Former Employees: Within thirty (30) days of the execution of the Collective Agreement, the Employer shall be responsible for contacting, in writing, at their last known address, any employees who have left the Home's employ since the effective date of the renewal agreement to advise them of their entitlement to any retroactive adjustments. Such employees shall have sixty (60) days from the date of the mailing of the notice within which to claim retroactive payment. Failure to make such a claim within this time period will disentitle the employee to any further claim.

NOTES TO APPENDIX A

1. The start rate for RNs and RPNs will be based on experience in their specific classification with every 1875 hours of verifiable related

experience allowing one grid placement. Where an RPN who is a current employee becomes an RN, their verifiable experience as an RPN will translate into 3750 hours of experience (as RPN at a facility party to this collective agreement) into one grid placement on the RN grid.

2. Dietary Aides called in to work a cook shift, or who are regularly scheduled to work cook shifts, shall be paid the cook rate, according to their progression noted in Article 20.04.
3. All College of Nurses registrants are required to provide proof of payment of renewal of their license to the office on an annual basis no later than February 15th. Failure to do so will result in unpaid suspension until certificate or proof of payment from the College of Nurses is produced. The Employer will provide a form to each employee on which a copy of the certificate will be provided to the Employer.

**APPENDIX “B”
OVERVIEW OF SENIORITY PROVISIONS**

For the ease of reference, Collective Agreement provisions regarding seniority are summarized here. For the full text and its context please refer to the actual Collective Agreement article:

	FT	PT
VAC PAY	Date of hire	Hours No one goes backwards Red circled at current amount
	Conversion from FT → PT is years x 1950 hours Conversion from PT → FT ÷ 1687 hours = years Backdated for a “doh” for <u>vacation only</u>	

WAGE PROGRESSION	1875 hours = 1 year
-------------------------	---------------------

POSTINGS LAYOFF RECALL VAC TIME PREFERENCE	<p>date of hire in the facility</p> <p>ties broken by service hours in the facility</p> <p>date of hire in any facility covered by this agreement used for the 2nd step of filling a job posting (when both employees are not yet hired in that facility)</p> <p>ties broken by all service hours</p>
---	---

CALL IN	CPL - date of hire (no change)	All other Facilities - seniority (date of hire at that facility)
----------------	--	--

- Postings** →
- 1st step – employed at the **facility**
 - 2nd step – employed in **any facility covered by this agreement**
 - 3rd step – employed outside the bargaining unit

LETTER OF UNDERSTANDING #1

Between

**CONMED HEALTH CARE GROUP, owner and operator of:
955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR**

**1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE
MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR**

and

UNITED STEELWORKERS LOCAL 9563

CRESCENT PARK LODGE

Dropping and Adding Shifts To a Posting

A full-time employee may drop the number of shifts in her permanent posting by one (1) or two (2) provided that she has worked the full posting for at least twelve (12) months. She may make further changes (i.e. to work 8, 9, or 10) annually (effective the March schedule) by giving sufficient advance written notice to the office by January 31st.

Full-time employees who currently work fewer than described above will continue to enjoy that privilege.

Such an employee will pay a prorated amount for health and welfare insurance cost by way of payroll deduction, not to exceed Employer amounts in Article 25.04.

Such an employee will receive a prorated amount of statutory holiday pay and similar benefits which are tied to earnings.

The provisions described in (b) and (c) do not apply to those employees who have reduced their posting prior to May 11, 2000.

When an employee bumps an employee who was working a reduced schedule she will be scheduled according to any reductions made by the incumbent in accordance with this Letter of Understanding. She may later exercise the option to amend the posting in accordance with the time allowed in this Letter. Upon a recall or return to a posting from which she was bumped, a person may amend the posting immediately upon her return in accordance with this Letter in order to achieve the pre-bump status of the posting.

Continuing this arrangement into the next renewal (i.e. in 2019) will require the mutual agreement of the parties. Without such agreement such amendments to posting are not permitted.

A permanent posting that has been amended by the incumbent as described above, when vacated will be re-posted at ten (10) shifts per pay unless otherwise mutually agreed between the successful applicant and management.

This letter of understanding only applies to employees who have already dropped shifts and employees hired prior to January 1st, 2010.

LETTER OF UNDERSTANDING #2

Between

CONMED HEALTH CARE GROUP, owner and operator of:

**955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR**

1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE

MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR

and

UNITED STEELWORKERS LOCAL 9563

PROGRESSION

Where an employee works in more than one facility covered by this Collective Agreement, the progressions in Articles 20.04 (Wage Progression) and 23.01 and 24.01 (Vacation Entitlement) will be based on those entitlements for all facilities in which the employee works only if the employee advises the administrators of all facilities (where she works) in writing when a progression should occur. After verification by the administrators, the respective progression will be implemented retroactive to the date of notification. A late notice does not compel the Employer:

To pay retroactively the wage increase, or

To pay a vacation entitlement retroactively beyond the current vacation year.

If an employee is full-time in one facility and part-time in other(s), her vacation entitlement for all facilities will equal her full-time entitlement as calculated in Article 23.01.

LETTER OF UNDERSTANDING #3

Between

CONMED HEALTH CARE GROUP, owner and operator of:

**955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR**

1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE

MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR

and

UNITED STEELWORKERS LOCAL 9563

EXTENDED SHIFTS (12 HOUR SHIFTS)

Notwithstanding the terms set out in the Collective Agreement between the parties, the parties agree as follows:

The shift schedule for employees working in the following classifications:

at Billings Court Manor: RPNs and RNs, and

at Millennium Trial Manor: RPNs and RNs,

will consist primarily of twelve-hour shifts (11.25 hours paid).

The Employer will schedule a total of three quarters (0.75) hours unpaid meal break during each twelve (12) hour shift. All employees on the twelve (12) hour schedule will receive one paid fifteen minute break every four (4) hours.

Daily overtime will be calculated after eleven and one-quarter (11.25) hours worked for employees working a twelve (12) hour shift, and bi-weekly overtime will be calculated after seven (7)

shifts, (or on any hours worked past 78 and $\frac{3}{4}$ per pay period). For employees working seven and one-half (7.5) hour shifts, overtime will be calculated as outlined in the Collective Agreement.

In terms of benefit eligibility, part-timers regularly scheduled twenty-two and one-half (22.5) hours per week or forty-five (45) hours per pay period will receive the in-lieu premium for benefits and sick days and will not be eligible for 50% benefits paid unless they are regularly scheduled more than forty-five (45) hours per pay.

Statutory holiday pay will be paid out based on a seven and one-half (7.5) hour day. Sick days pay will be paid out in hours that had been accumulated in the employee's sick day bank.

LETTER OF UNDERSTANDING #4

Between

**CONMED HEALTH CARE GROUP, owner and operator of:
955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR**

**1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE
MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR**

and

UNITED STEELWORKERS LOCAL 9563

LEAD HAND PREMIUM

At Billings Court Manor and Millennium Trail Manor, one cook will receive a lead hand premium of thirty cents (30¢) to assist the FSS in ordering, etc.

This premium is due to the size of the facility.

LETTER OF UNDERSTANDING #5

Between

CONMED HEALTH CARE GROUP, owner and operator of:

**955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR**

1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE

MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR

and

UNITED STEELWORKERS LOCAL 9563

8 HOUR SCHEDULE OPTION ON CHRISTMAS DAY

At Crescent Park Lodge, Millennium Trail Manor and Maple Park Lodge, staff working twelve (12) hour shifts may request an eight (8) hour schedule for Christmas Day. The Employer will make its best effort to effect these requests (if notified before the relevant schedule is posted). It is understood that some part-time employees may be assigned eight (8) hour shifts who did not request them in order to accommodate those who did so request. If an employee requests twelve (12) hour shifts during Christmas, any scheduling conflict will be resolved on the basis of seniority.

LETTER OF UNDERSTANDING #6

Between

**CONMED HEALTH CARE GROUP, owner and operator of:
955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR
1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE
MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR**

and

UNITED STEELWORKERS LOCAL 9563

VACATION PAYOUT REQUESTS

When requested by an employee, the following may occur:

- a. For all part-time/casual – vacation payout requests two (2) per year.
- b. For all regular part-time – vacation payout requests two (2) per year to a maximum of fifty percent (50%) of their vacation bank (employees should have at least six (6) months' vacation money entitlement in the bank at all times).
- c. For all full-time (regular and reduced) – vacation payout once (1) per year to a maximum of fifty percent (50%) of their vacation bank (employees should have at least six (6) months' vacation money entitlement in the bank at all times).

Management reserves the right to have an employee take their full vacation entitlement in time and/or money.

Any exceptions to the above rules will normally be due to extreme emergencies or extenuating circumstances.

LETTER OF UNDERSTANDING #7

Between

CONMED HEALTH CARE GROUP, owner and operator of:

**955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR**

1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE

MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR

and

UNITED STEELWORKERS LOCAL 9563

ONE TO ONE CARE

The Employer will endeavour to utilize bargaining unit staff (not in overtime) for one to one, where possible, taking into consideration resident care, availability and the number of residents on one to one care. In the event that bargaining unit staff can't be utilized, the Employer will utilize agency staff.

LETTER OF UNDERSTANDING #8

Between

**CONMED HEALTH CARE GROUP, owner and operator of:
955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR**

**1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE
MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR**

and

UNITED STEELWORKERS LOCAL 9563

**SCHEDULING AND CALL-IN PROCEDURE
FOR CRESCENT PARK LODGE/MAPLE PARK LODGE**

The parties agree to maintain the current scheduling and call-in procedure until such time as the Employer introduces the SSC HRIS System. At the time that this new system is introduced pre-scheduling of staff will be based on availability, not call in.

Prior to such implementation, the parties shall meet to work out an acceptable availability calendar that will allow staff to submit availability at all three (3) Niagara sites for the purpose of being scheduled for shifts in addition to their regular posting.

LETTER OF UNDERSTANDING #9

Between

**CONMED HEALTH CARE GROUP, owner and operator of:
955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR**

**1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE
MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR**

and

UNITED STEELWORKERS LOCAL 9563

Domestic and Sexual Violence Leave

This letter is for information purposes only and reflects the Employment Standards Act entitlement for Domestic and Sexual Violence as of January 24, 2024. Should the ESA ever be amended to reflect a different a superior or inferior entitlement this letter will be interpreted in the way that is consistent with the newly amended ESA. Any Clause that conflicts with the ESA will be deemed inoperable.

a) The parties agree that domestic violence is not necessarily a private matter and may have significant impact on the workplace.

b) The Employer agrees to comply with the Employment Standards Act, s. 49.7 or as amended from time to time.

c) For the purpose of this Article, “child” means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age.

d) The Employer and the Union recognize that an employee or their child may face situations of domestic or sexual violence, or the threat of domestic or sexual violence, and that such violence or threatened violence may have an impact on the employee’s work life, including their attendance and performance at work.

e) In recognition of the above, the Employer agrees that it shall grant an

employee a leave of absence if the employee, or a child of the employee, experiences domestic or sexual violence, or the threat of domestic or sexual violence, and the leave is taken for any of the following purposes:

- i. to seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;**
- ii. to obtain services from a victim services organization for the employee or the child of the employee;**
- iii. to obtain psychological or other professional counselling for the employee or the child of the employee;**
- iv. to relocate temporarily or permanently;**
- v. to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding relating to or resulting from the domestic or sexual violence; or**
- vi. any other related activities.**

f) In each calendar year, the Employer shall grant an employee unpaid leave for domestic violence and/or family violence, without loss of seniority, for up to 15 weeks.

g) If an employee takes a leave under this Article, the employee is entitled to take five (5) as paid days of leave in each calendar year and the balance of their entitlement under this Article as unpaid leave. This leave will be in addition to existing leave entitlements, such as weekly indemnity, and may be taken as consecutive days, single days or as a fraction of a day.

h) Employees who exceed the first 5 paid days of leave referenced above shall be entitled to accrued paid time off to maintain their income as much as possible during the unpaid leave. Examples of accrued paid time off include:

- i. accrued sick credits**
- ii. lieu days**
- iii. float days**
- iv. paid vacation time**

Should an employee elect to make use of any of the additional paid time off

above, the Employer shall make every reasonable effort to waive any waiting period to access the funds.

i) An employee who wishes to take leave under this Article shall advise the Employer that they will be doing so. If an employee must begin a leave under this Article before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

j) The Parties recognize that domestic and sexual violence situations are highly sensitive and will only disclose information on a “need to know” basis. To that end, the Employer may require proof that is reasonable in the circumstances and said proof may be furnished by a broad range of individuals including, but not limited to, doctors, lawyers, counsellors, spiritual leaders, etc.

k) The Employer will endeavour to approve reasonable requests from the employee who is experiencing as per the accommodation policy, or whose child is experiencing, domestic or sexual violence or the threat of domestic or sexual violence which may include but is not limited to the following:

i. changes to their working hours, shift patterns, duties or reduced work load;

ii. job transfer to another department (or location);

iii. a change to their telephone number, email address, and call screening to avoid harassing conduct;

iv. safety planning at work; and

v. referral to appropriate support services for the employee;

l) Sections 51 to section 53.1 of the *Employment Standards Act* shall apply to any leave taken under this Article.

LETTER OF UNDERSTANDING #10

Between

**CONMED HEALTH CARE GROUP, owner and operator of:
955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR**

**1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE
MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR**

and

UNITED STEELWORKERS LOCAL 9563

Surge Learning

The parties agree to meet 60 days following ratification to discuss surge learning.

LETTERS OF UNDERSTANDING – SIGNING PAGE

Between

**CONMED HEALTH CARE GROUP, owner and operator of:
955464 ONTARIO LIMITED o/a CRESCENT PARK LODGE &
MILLENNIUM TRAIL MANOR**

**1365853 ONTARIO LIMITED o/a MAPLE PARK LODGE
MARYBAN HOLDINGS LIMITED o/a BILLINGS COURT MANOR**

and

UNITED STEELWORKERS LOCAL 9563

The parties agree to abide by the eight (8) Letters of Understanding contained herein.

DATED at _____, ON, this _____ day of _____, 20____.

Signed on behalf of **CONMED HEALTH CARE GROUP**

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

Signed on behalf of **United Steelworkers, LOCAL 9563**

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____