

COLLECTIVE AGREEMENT

between

MAISON RENAISSANCE DE LA REHABILITATION

(hereinafter referred to as the "Employer")

and

UNITED STEELWORKERS LOCAL 1-2010

(hereinafter referred to as the "Union")

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ARTICLE I - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain Collective bargaining relations between the Employer and its employees and to provide machinery for prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement as follows:

ARTICLE II - MANAGEMENT RIGHTS

2.01 The Union agrees that the Employer has the exclusive right to generally manage its business and direct and organize its personnel, and to hire, promote, transfer or lay off employees and to suspend or discharge or otherwise discipline employees for just cause to maintain and establish rules and regulations governing the operation and all the other rights and responsibilities not specifically modified elsewhere in this Agreement.

ARTICLE III - RECOGNITION

3.01 The Employer recognizes the Union as the bargaining agent of all the employees save and except:

- a) the Executive Director, the Clinical Assistant and persons above the rank of director;
- b) the Administrative Assistant and the Confidential Secretary;

3.02 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.

ARTICLE IV - CHECKOFF AND UNION SECURITY

4.01 Every employee shall, as a condition of employment, make application for membership in the Union and shall make regular dues payments and when accepted into membership by the Union shall maintain such membership in good standing. The Employer will inform all new employees of this condition of employment at the time for hiring and present them with a copy of the Agreement.

4.02 The Employer shall put employees on check off at the time of hire, or return to work and deduct the Union monthly membership dues from monies due him.

4.03 For each individual employee who is a member of the Union or becomes a member, the Employer will on his behalf and upon his written authorization or upon written notice by the Union, pay Union initiation fees and/or monthly membership dues from monies due him.

4.04 Remittance of all deductions shall be sent to the Local Union; said remittance to be accompanied by itemized lists in alphabetical order, in duplicate, of names with Christian names and amounts. The Employer will endeavour to deliver these lists as soon as possible, but not later than the end of the following month. A copy of the list will be given by the Employer to the Union Steward.

ARTICLE V - NON DISCRIMINATION

5.01 The Employer, its employees and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status nor by reason of the employees membership in a Labour Union.

ARTICLE VI - SENIORITY

GENERAL

6.01 The Employer recognizes the principle of seniority. Seniority will govern, subject to reasonable consideration of qualifications, aptitude, skill, efficiency and ability, in promotions, demotions, transfers, lay offs and recalls after lay offs.

6.02 An employee's seniority shall be his/her length of service with the dating back to his original hiring date.

6.03 A seniority list shall be prepared and posted yearly in January on the bulletin board by the Employer, showing each employee's Christian names and effective date of hiring. Copies of such list shall be mailed to the Union Steward and the Union office. In case of newly hired employee(s) the above list shall be amended immediately.

LEAVE OF ABSENCE AND SICKNESS

6.04 An employee who has accrued seniority and is on authorized leave of absence on Union Business shall accrue seniority while on such leave.

6.05 During time off due to sickness or accident, seniority continues to accumulate (absence must be certified by a licensed physician, dentist or chiropractor).

6.06 An employee who has accrued seniority and is then employed by the Union shall continue to accrue seniority for a period not exceeding one month and retain such, accrued seniority for a period not exceeding twelve (12) months, unless otherwise mutually agreed to. An employee

who has accrued seniority and is then employed by the Employer in a position beyond the scope of this Agreement shall continue to accrue and retain seniority for a period not exceeding three (3) months unless otherwise mutually agreed to. Such employee may upon proof of Union membership in good standing, exercise his seniority to return to the bargaining unit.

PROBATIONARY PERIOD

6.07 a) Newly hired employees, at the exception of counsellors, shall be considered as probationary until they have completed sixty (60) worked days in one period of employment, except in case of lay off. Seniority of a new employee shall be established at the end of this period and shall be effective from date of employment.

b) Newly hired counsellors shall be considered as probationary until they have completed one hundred and twenty (120) days in one period of employment, except in case of lay off.

c) The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in article 5.01, as the basis of termination.

d) Newly hired employees shall not be entitled to welfare benefits and pension during their period of probation.

LAY OFFS AND RECALLS

6.08 An employee subject to lay off shall be given two (2) weeks notice or two (2) weeks pay in lieu of notice.

6.09 When the date of recall is known or anticipated at the time of lay off, employees leaving will be informed accordingly. In all other cases, notice in writing will be mailed to the employee at his given address, with copy to the Union Office, at least ten (10) calendar days before he is required to report to work. Employees will be required to acknowledge receipt of such notice within four (4) days and report for work on the date specified, unless other arrangements have been made in writing with the Executive Director. An employee who does not avail himself of time limits provided herein, has no claim in connection with time worked by another employee.

VACANCIES, TRANSFERS AND PROMOTIONS

6.10 When a vacancy occurs or a new position is created within the bargaining units, the Employer will post a notice for a minimum of ten (10) working days in order that all members will know about the position and be able to make application thereof, and the application shall be in writing. Such posting shall indicate a brief job description of the vacant position, rates of pay and qualifications required.

It is understood that the Employer will advise employees on leave of absence such as sick leave, maternity leave etc..., when such vacancy occurs.

6.11 When a vacancy is caused by an employee's absence due to disability or authorized leave of absence of 20 calendar days or more, such vacancy will be considered and posted as "temporary" in which case the employee whose position has been dealt with as "temporary" vacancy is entitled upon his return to resume his former position.

It is understood that the Employer will advise employees on leave of absence such as sick leave, maternity leave etc..., when such vacancy occurs.

It is agreed that temporary vacancy caused by an employee's absence due to disability, sickness, injury or authorized leave of absence for a period of less than 20 calendar days may be filled by temporary appointments.

If said temporary vacancies is expected to be more than 20 calendar days, then it must be posted immediately.

6.12 If, as a result of a lay off or for any other reasons, it is necessary to transfer or promote an employee from one job classification to another, senior employees will be given preference provided they have the qualifications, aptitude, skill, efficiency and ability to meet the job requirements. Such employees will be placed on the salary grid of the new classification and will be placed on trial for a period of two (2) months in accordance with article 6.13 hereunder.

6.13 In the event that an employee is transferred, he/she shall be placed on trial for a period of two (2) months on successful completion of which the position shall become permanent. If in the interim period the employee proves unsatisfactory, or if the employee desires, that employee shall be returned to his/her former position without loss of seniority or loss of former salary and any other employee promoted or transferred because of the re-arrangement of position shall also be returned to their former position without loss of seniority and former salary.

LOSS OF SENIORITY

6.14 An employee shall lose his/her seniority standing and his/her name shall be removed from the seniority list for any of the following reasons:

- a) If an employee quits.
- b) If an employee is discharged for just cause, and the discharge is not reversed through grievance and arbitration procedure.
- c) If an employee fails to report to work within ten (10) working days of recall from lay off after having been notified by registered mail at the employee's last known address. The onus is on the employee to inform the Employer of their current address and telephone number, unless prevented by reasons beyond his control.
- d) Is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not

reasonably possible.

- e) Has been laid off for two (2) years or longer.

DISCIPLINARY RECORD

6.15 A record of disciplinary sanction will be removed from an employee's file:

one and a half years following the receipt of such sanction in the case of verbal or written reprimand; or

Three years following the receipt of such sanction in the case of suspension or other sanction provided no similar offence was committed during that period. This provision does not apply to sanctions imposed for a violation of the Employer's policy on drugs, alcohol and medications, which shall remain in an employee's file throughout her or his employment.

ARTICLE VII - BULLETIN BOARDS

7.01 Subject to the prior approval of the Executive Director or his/her delegate, the Union will have the right to post notices dealing with the Union affairs on the bulletin board provided by the Employer.

ARTICLE VIII - RE-ORGANIZATION

8.01 In the event of any re-organization including the introduction of new programs or activities, or the deletion of existing ones, that would affect any of the provisions of the Agreement, the Employer agrees to discuss such changes with the Union thirty (30) days prior to implementation. Any position created by such changes shall be posted in accordance with Article VI.

ARTICLE IX - GRIEVANCE PROCEDURE

9.01 The Parties to this Agreement agree that it is of the utmost importance to settle complaints and grievances concerning the alleged violation or the interpretation, application or administration of any of the provisions of this Agreement, and to this end agree to the following procedure:

Grievances as defined above may be taken by the employee, the Union Steward or the Union representative.

9.02 No grievance shall be considered where:

- a) the employee has not first given his supervisor an opportunity to redress the alleged unsatisfactory situation, or
- b) the circumstances giving rise to the complaint occurred or originated more than five (5) full working days before the filing of the grievance.

9.03 Grievances properly arising under this agreement shall be settled as follows:

- a) the Union shall appoint or elect one member of the Bargaining Unit who, together with a Union Steward shall constitute the Grievance Committee, the Union Steward acting as spokesman for the committee.
- b) the Union shall notify the Employer in writing of the name of the Union Steward and the other member of the Grievance Committee, and the Employer shall acknowledge in writing.
- c) the member so appointed or elected must obtain permission from his/her supervisor before absenting himself in order to deal with grievances of other Union Business. Such requests will not be unreasonably refused having regard to the nature of the operation of the activities of the Employer.
- d) The Employer agrees to pay these employees their wages at regular rate for any authorized time spent on Union Business and further agrees that there shall not be any discrimination exercised in any manner toward the members of the Union Grievance Committee.

9.04 **PROCEDURE**

STEP 1

The aggrieved employee shall submit his/her grievance, in writing, to his/her supervisor who shall deal with it, also in writing, all further steps of the procedure being similarly dealt with in writing.

STEP 2

Failing a satisfactory settlement being reached within two (2) working days after the dispute was submitted under Step 1, the employee, together with the Union Steward, and/or Union Representative shall submit the grievance to the Executive Director within four (4) working days on a special form supplied by the Union, stating the nature of the complaint and the redress sought. The Executive Director shall render his decision within four (4) working days after receipt of such notice.

STEP 3

Failing a satisfactory settlement being reached in Step 2, the aggrieved employee, together with the Grievance Committee and/or Union Representative shall, within five (5) working days or the decision being rendered in Step 2, submit the matter to the Board of Directors who shall meet with the employee and the Grievance Committee, either directly or through a Committee of the Board, with ten (10) working days thereafter. The Board or the Committee of the Board shall render its decision within five (5) working days.

STEP 4

Either party may within fifteen (15) days thereafter, refer the matter to Arbitration.

9.05 **POLICY GRIEVANCE**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, Step 1 may be by-passed, as appropriate.

9.06 **ARBITRATION**

Composition of the Board

It is agreed by both parties hereto that any difference, which cannot be settled after exhausting the grievance procedure, shall be settled by Arbitration as defined in Section 44.2 of the Labour Relations Act. Each of the parties hereto shall bear the expense of Arbitrator appointed by it, and the parties hereto shall jointly and equally bear the expense of the third party and of any cost of the place of hearing of such Arbitration, if and when the necessity arises.

9.07 **DECISION OF THE BOARD**

The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board have the power to change this Agreement to alter, modify or amend any of its provisions. The Board shall, however, have the power to dispose of any discharge or discipline grievance by any arrangement, which, in its opinion, it deems just and equitable. However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classification rates.

ARTICLE X - MATERNITY LEAVE AND PARENTAL LEAVE

10.01 Employees shall be granted maternity and parental leave in accordance with existing legislation. Such employees shall not be eligible for payment for sick leave for the time lost due to such leave. **For an employee granted such leave, the Employer will pay for and maintain all benefits in which she/he is enrolled.**

10.02 An employee receiving the maternity leave allowance under the Supplementary Unemployment Benefit Plan will have her benefits coverage continued during the period she receives the maternity allowance.

10.03 Any male employee shall qualify for an absence allowance, known as paternity leave, of up to (2) days at the time of birth of his child, without loss of pay.

ARTICLE XI - ADOPTION LEAVE

Employees shall be granted adoption leave in accordance with existing legislation.

11.01 Where an employee seeks leave due to legal adoption, the provisions of the Employment Standards Act and the provisions of this contract for Maternity Leave (Article X) shall apply where applicable.

11.02 Full time employee on adoption leave, will have her benefits coverage continued during the period she is on such leave.

ARTICLE XII - BEREAVEMENT

12.01 When death occurs to a member of an employee's immediate family, that is: an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and spouse's grandparents, the employee will be granted leave and shall be paid their regular pay, as per published work schedule for time lost up to a maximum of three (3) days. Five (5) days leave with pay will be provided on death of an employee's spouse, children, brother, sister, mother, or father. For the purpose of this article spouse means either of a man or a woman who:

- a) are married to each other, or
- b) are not married to each other and are living together in a conjugal relationship,
 - i) continuously for a period of not less than two (2) years, or
 - ii) in a relationship of some permanence if they are natural or adoptive parents of a child both as defined in the "Family Law Act, 1986"

If attendance at the funeral requires travel in excess of 500 km of Hearst, the employee shall be granted up to two (2) additional days of paid bereavement providing such bereavement does not exceed beyond one (1) day following the day of the funeral. On such instances, the employee must submit a proof of attendance at the said funeral.

12.02 When death occurs of persons listed in paragraph 12.01, part time employees will be entitled to bereavement leave the day of the funeral provided the employee was scheduled to work on that day.

ARTICLE XIII - LEAVE OF ABSENCE

JURY AND WITNESS

13.01 The Employer shall grant leave of absence to an employee who serves as a juror, answers jury roll call, or is summoned as a witness in a court of law. The Employer shall pay such employee the difference between their normal earnings and payment they receive for jury service or as a court witness excluding payment for travelling, meals, or other expenses. The employee will

present proof of service or attendance and the amount of pay received.

UNION BUSINESS

13.02 An employee who is required by the Union to be absent from work for Union Business will be granted leave of absence with pay provided he/she return to work on completion of the scheduled Union Business.

The maximum of paid absence accorded under this provision shall not exceed the total number of five (5) days in any calendar year.

ARTICLE XIV - WELFARE BENEFITS

14.01 The Employer also agrees to maintain and to pay the full cost of the premiums for the following Life Insurance benefits for all employees, if accepted for coverage by insurance company:

- a) Employee Term Life Insurance at 3.0 X annual salary
- b) Accidental Death and Dismemberment at 3.0 X annual salary
- c) Dependant Term Life Insurance at \$10,000 for the employee's spouse and \$5,000 for each child.

These benefits are not available to part time employees and temporary full-time employees.

In the event that the Employer assigns part time hours to a full time position, the employer undertakes to maintain benefits for the employee in the affected full time position until such time as this employee leaves Maison Renaissance or the affected full time position.

Should the position remain subject to part time hours following the employee's departure, the new employee hired in the affected position would be subject to the provisions of Article XXVI of the collective agreement.

This provision only comes into effect when the employer decides that a full time position will be assigned part time hours.

This undertaking does not apply to employees hired before June 13, 2011.

14.02 The Employer further agrees to contribute one hundred per cent (100%) of the cost of the premium of the following health-related benefits for all employees:

- a) Weekly Income Indemnity starting on the first day in case of an accident or hospitalization, and on the second day in case of sickness, for a duration of up to seventeen (17) weeks and covering seventy-five per cent (75%) of regular earnings. Employees absent from work because of illness shall be entitled to forty (40%) percent of his/her regular pay on the first day.

- b) Long-term disability (LTD) commencing after the seventeenth (17) week and covering seventy per cent (70%) of regular earnings at the time of disability, payable until age sixty-five (65).
- c) Extended Health Care paying one hundred per cent (100%) of charges made for medical care, services or supplies administered by or ordered by a physician.
- d) Dental Care, covering one hundred per cent (100%) of eligible charges for preventive and basic restoration procedures.
- e) Vision Care, providing reimbursement of up to \$300.00 in a twenty-four (24) month period.

Full time employees will be covered under all benefits while on Long Term Disability. These benefits are not available to part time employees and temporary full-time employees.

In the event that the Employer assigns part time hours to a full time position, the employer undertakes to maintain benefits for the employee in the affected full time position until such time as this employee leaves Maison Renaissance or the affected full time position.

Should the position remain subject to part time hours following the employee's departure, the new employee hired in the affected position would be subject to the provisions of Article XXVI of the collective agreement.

This provision only comes into effect when the employer decides that a full time position will be assigned part time hours.

This undertaking does not apply to employees hired before June 13, 2011.

All of the benefits set forth are to be described in a pamphlet in French and English to be supplied to each employee and the Union.

PENSION PLAN

14.03 The Employer agrees to provide a pension plan to become effective on January 1, 1992.

This pension plan will be in the form of monthly contributions as defined hereunder to be deposited with a Trustee to the credit of individual pension accounts under the plan. The Employer will be responsible for and pay the cost of administering the plan.

For an employee, who so elects, the Employer shall contribute each month, or within thirty (30) days after the end of each month, to a member's account in which the member contributes a sum of twenty (\$20.00) dollars minimum to a maximum of **one-hundred and sixty (\$160.00) dollars**, that sum equal to the member's contribution. All full-time employees shall participate in the pension plan.

Employees shall not be entitled to liquidate their pension as long as they remain in the employ of the Employer.

ARTICLE XV - VACATION

15.01 Employees shall receive an annual vacation with pay in accordance with credited service as of March 31 each year, as follows:

Less than one (1) year:
as per Employment Standards' Act

One (1) year or more:
three (3) weeks (6%)

Four (4) years or more:
four (4) weeks (8%)

Nine (9) years or more:
five (5) weeks (10%)

Fourteen (14) years or more:
six (6) weeks (12%)

Twenty-five (25) years or more:
seven (7) weeks (14%)

With amendment to accept superior conditions if any in place.

15.02 An employee leaving the service at any time in their vacation year before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

15.03 If a paid holiday falls on or is observed during an employee's vacation period, they shall be granted an additional day off for each holiday, in addition to the regular vacation time or at a time mutually agreeable to the employee and the Executive Director.

15.04 Should an employee be on sick leave prior to a scheduled vacation period, and the illness extends into the vacation period, the employee shall be considered to be on sick leave until they return to work, when the vacation period will be rescheduled. The Employer may request proof of illness by a medical practitioner.

15.05 Should an employee be on a scheduled vacation leave and become hospitalized, the employee may request the rescheduling of that portion of the vacation for which the employee was hospitalized. The Employer may request proof of the period of hospitalization.

ARTICLE XVI - STATUTORY HOLIDAY

16.01 The Employer recognizes the following as paid holidays for employees:

New Year's Day	January 2nd
Family Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving	December 24 th
Christmas Day	Boxing Day
plus three (3) floaters.	

16.02 When any of the above-noted holidays falls on a Saturday or Sunday, the Friday preceding or the Monday following shall be recognized for holiday purposes, as mutually agreed between the Employer and the Union.

ARTICLE XVII - HOURS OF WORK

17.01 Because of the special nature of the activities of the Employer, it is recognized that the work weeks of all employees must vary according to the nature of their duties (i.e. classification) as follows:

a) Counsellor

The daily hours of work for counsellors shall normally be from 0830 hours until 1630 hours, meal time excluded, and from 1300 hours to 2100 hours for family program, meal time excluded, Monday to Friday for a total of thirty-five (35) hours per week (two daily tours of duty).

b) Attendants

The daily hours of work for full time attendants shall normally be from 0000 hours to 0800 hours, from 0800 hours to 1600 hours, and from 1600 hours to 2400 hours, from Monday to Friday, for a total of 40 hours per week (three tours of duty). Part-time employees who are scheduled on Saturday, Sunday and statutory holidays, the daily hours of work shall normally be from 1600 hours to 0000 hours, from 0000 hours to 0800 hours and 0800 hours to 1600 hours (three tours of duty).

Two (2) Attendants are going to be working between the hours of 16h00 to 00h00, and from 8h00 to 16h00 on Saturday, when there is ten (10) or more new clients in residential treatment. Clients participating in day treatment, relapse prevention and family program are excluded.

In order to ensure that staff is available, the parties agree that reliable part-time employees who are scheduled to work will be required to do so unless a reasonable excuse or notice of unavailability for a particular week is provided at least four (4) weeks in advance. Failure to appear for a regularly scheduled shift without sufficient reason will not be tolerated. It is also acknowledged that it will not be possible to provide part-time employees with weekends off on a regular basis.

c) Cooks

The daily hours of work for cook or his/her replacement shall normally be from 0930 hours to 1730

hours for a total of forty (40) hours per week.

d) Housekeeper

The weekly hours of work for housekeeper shall normally be from 0700 hours to 1300 hours, Tuesday and Thursday, for a total of twelve (12) hours per week.

WORK SCHEDULE

17.02 The hours of work for the aforementioned employees shall be set out in a schedule covering a period of one (1) month and the said schedule shall be posted no later than Friday of the week preceding the start of the schedule.

SHIFT PREMIUM

17.03 A shift premium of **eighty (\$0.80) cents** per hour for all hours worked between the hours of **1800** hours and 0000 hours.

A shift premium of **ninety (\$0.90) cents** per hour for all hours worked between the hours of 0000 hours and 0800 hours.

OVERTIME

17.04 All pre-authorized time worked by an employee beyond his normal scheduled work day or work week shall be considered overtime and shall be paid at time and one half (1 1/2) the employee's regular rate. All unscheduled hours worked on a Sunday or Statutory Holiday shall be paid at the rate of double the employee's regular hourly rate. Counsellors will be allowed to accumulate pre-authorized overtime hours worked. The granting of such accumulated time will be subject to approval by the employer.

If an employee works on a scheduled Statutory Holiday, the employee will receive time and one half (1 1/2) the regular rate for those hours in addition to the employee's regular pay for the Statutory Holiday:

a) if mutually agreed upon, a lieu day may be substituted instead of the regular pay provided such lieu day is taken within thirty (30) days following the said Statutory Holiday;

Employees shall be allowed to accumulate any pre-authorized overtime hours worked, at the discretion of the employee. The employer has the discretion of paying any pre-authorized overtime hours worked if it is determined that it is not possible to schedule any accumulated time off. Overtime hours cannot be accumulated beyond the end of the fiscal year. The granting of accumulated time is subject to approval by the employer.

An employee who is called out for work after completing his day or shift shall receive time and one half for the hours worked but in no case shall receive less than four (4) hours of pay at the straight time rate. This provision does not include staff meetings, training and seminars.

TEMPORARY TRANSFERS AND REASSIGNMENTS

17.05 Any employee who is temporarily transferred to another job for which the rate of pay is different from that employee's regular rate of pay, shall be paid while so employed as follows:

- a) if the rate of pay for the job to which he/she is transferred is less than the employee's regular pay, he/she shall receive his/her own higher regular rate of pay, and
- b) if the rate of pay for the other job is higher than the employee's regular rate of pay, he/she shall receive that higher rate of pay.

ARTICLE XVIII - JOB RECLASSIFICATION

18.01 The rate of pay for any position coming within the scope of this Agreement, but not covered by this Agreement, which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and rate of pay of the job in question such disputes shall be subject to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE XIX - STRIKES AND LOCKOUTS

19.01 It is agreed that there shall be no walkouts, lockouts or other similar interruption of work during the life of this Agreement.

ARTICLE XX - PAY SCHEDULE

20.01 Pay day shall be every second Thursday.

20.02 The Employer shall pay wages in accordance with the schedule for hours worked until the preceding Saturday.

ARTICLE XXI - CLASSIFICATION

21.01 The parties recognize five (5) classifications of employees as follows:

- Counsellor
- Cook
- Senior Attendant
- Attendant
- Housekeeper

In french agreement only, change "Accompagnateur-chef" to read "Accompagnateur / Accompagnatrice / Préposé-e à la maintenance".

ARTICLE XXII - OCCUPATIONAL HEALTH & SAFETY

22.01 An Occupational Health and Safety Committee shall be established and maintained, composed of two (2) representatives from the unionized employees and two (2) representatives from management.

A portion of the workplace shall be inspected every month, so that the entire workplace is inspected four (4) times a year. The Occupational Health and Safety Committee shall meet once a month, but not necessarily after the workplace inspections.

The committee shall meet on hours of work, with the consent of the Employer, and all other hours spent on Occupational Health and Safety Committee affairs shall be reimbursed as per the Occupational Health and Safety Act.

ARTICLE XXIII - WAGES

23.01 Increase all wages by 1.5% per hour, for the first year of the Agreement.

Increase all wages by 1% for the second and third year of the agreement.

If employer receives an annualized budget increase higher than 1% in the second and third year, employer agrees to increase wages by **.5% in the year of increase.**

Wages per hour - April 01, 2014 to March 31, 2015 (See Appendix A)

Wages per hour - April 01, 2015 to March 31, 2016 (See Appendix B)

Wages per hour - April 01, 2016 to March 31, 2017 (See Appendix C)

23.02 Each employee will be advanced from his/her present level to the next level set out in the salary schedule, twelve (12) months after he/she was last advanced on his/her service review date. If an employee's absence without pay exceeds thirty (30) continuous calendar days during each twelve (12) month period, his/her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

Each part time employee will be advanced from his/her present level to the next level set out in the salary schedule for each **1300** hours worked.

Each part time employee will be entitled to one (1) day off with pay after working 1300 (one thousand three hundred) hours. The day off with pay must be taken before March 31st of the year that the 1300 (one thousand three hundred) hours have been attained.

23.03 An employee who changes classification will be placed on the salary grid of the new classification at the level which is equivalent to or higher than his former salary. In the event that the end rate of the classification is less than his or her former salary, the employee will be placed at the end rate.

ARTICLE XXIV - PAY EQUITY

24.01 Both parties agree that the above mentioned wage schedule satisfies the requirements of the Ontario Pay Equity Legislation.

ARTICLE XXV - TEMPORARY FULL TIME EMPLOYEES

25.01 A temporary full time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Employer, as part or direct compensation or otherwise, including holiday pay, save and except salary and vacation pay) an amount equal to **18%** of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE XXVI - FULL TIME VERSUS PART TIME PROVISIONS

Benefits for part time regular employees regularly employed twenty-four (24) hours or more per week

26.01 A part time employee regularly employed twenty-four (24) hours or more per week shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part or direct compensation or otherwise, including holiday pay, save and except salary and vacation pay) an amount equal to **18%** of his/her regular straight time hourly rate for all straight time hours paid.

Vacation entitlement for part time employees regularly employed less than twenty-four (24) hours per week

26.02 All part time employees regularly employed less than twenty-four (24) hours per week shall receive vacation pay in accordance with the Ontario Employment Standards Act.

Benefits for part time employees regularly employed less than 24 hours per week

26.03 A part time employee regularly employed less than twenty-four (24) hours per week shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part or direct compensation or otherwise, including holiday pay, save and except salary and vacation pay) an amount equal to **18%** of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE XXVII - AVAILABILITY OF AGREEMENT

27.01 The Employer agrees to make available to all employees, covered under this Agreement, a copy of said Agreement.

ARTICLE XXVIII - TERM OF AGREEMENT

28.01 This Agreement shall be in effect for 36 months from **April 1st, 2014** to and including **March 31st, 2017**, unless termination or changes are desired by either party in which event the party desiring the change shall serve notice in writing upon the other party at least sixty (60) days prior to the termination date. The said notice must state the reasons for opening of negotiation. This Agreement remains in effect until a new Agreement has been negotiated and signed. Then, the Agreement becomes null and void.

APPENDIX AWages per hour - as of April 01, 2014 to March 31, 2015

	<u>START</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>
Counsellor	\$21.57	\$22.97	\$24.36	\$25.75
Cook	\$14.70	\$15.65	\$16.52	\$17.38
Senior Attendant	\$14.70	\$15.65	\$16.52	\$17.38
Attendant	\$13.80	\$14.66	\$15.50	\$16.37
Housekeeper	\$13.18	\$14.02	\$14.86	\$15.71

Employer agrees to advance new employee one step on salary grid for every two (2) years directly related experience to a maximum of two (2) salary grids.

Would also accept advancement on the salary grid as follows:

- College diploma - one (1) grid
- BA/BSW or Master's degree - two (2) grids.

APPENDIX BWages per hour - as of April 01, 2015 to March 31, 2016

	<u>START</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>
Counsellor	\$21.79	\$23.20	\$24.60	\$26.01
Cook	\$14.85	\$15.81	\$16.69	\$17.55
Senior Attendant	\$14.85	\$15.81	\$16.69	\$17.55
Attendant	\$13.94	\$14.81	\$15.66	\$16.53
Housekeeper	\$13.31	\$14.16	\$15.01	\$15.87

Employer agrees to advance new employee one step on salary grid for every two (2) years directly related experience to a maximum of two (2) salary grids.

Would also accept advancement on the salary grid as follows:

- College diploma - one (1) grid
- BA/BSW or Master's degree - two (2) grids.

APPENDIX CWages per hour - as of April 01, 2016 to March 31, 2017

	<u>START</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>
Counsellor	\$22.01	\$23.43	\$24.85	\$26.27
Cook	\$15.00	\$15.97	\$16.86	\$17.73
Senior Attendant	\$15.00	\$15.97	\$16.86	\$17.73
Attendant	\$14.08	\$14.96	\$15.82	\$16.70
Housekeeper	\$13.44	\$14.30	\$15.16	\$16.03

Employer agrees to advance new employee one step on salary grid for every two (2) years directly related experience to a maximum of two (2) salary grids.

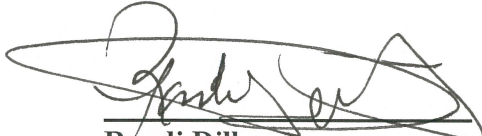
Would also accept advancement on the salary grid as follows:

- College diploma - one (1) grid
- BA/BSW or Master's degree - two (2) grids.

THIS AGREEMENT MADE AND ENTERED INTO THIS 1ST day of April 2014.

Signed on behalf of
U.S.W. Local 1-2010

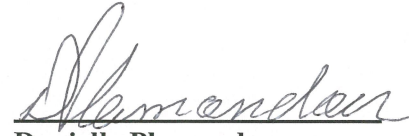


Jacques Jean

Randi Dillon

Signed on behalf of
Maison Renaissance
de la Réhabilitation



Rita Robin

Danielle Plamondon

Andréane Lafrance