

# **A COLLECTIVE AGREEMENT**

**BETWEEN:**

HIGHLAND MANOR RETIREMENT HOME  
(hereinafter referred to as "the Employer")

**-and**

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION (UNITED STEELWORKERS)  
ON BEHALF OF ITS LOCAL 3789-01

(hereinafter referred to as "the Union")

**2014 - 2016**

## **ARTICLE 1- PURPOSE**

- 1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to provide an orderly procedure for the prompt and equitable disposition of grievances, to set forth all agreements concerning working conditions, hours of work, and wages for all employees within the bargaining unit, and to maintain and improve the efficiency and quality of service in the retirement home.
- 1.02 It is the desire of the Employer, its employees and the Union to endeavor to work together to promote and ensure the highest standard of personal care for the residents of the retirement home.

## **ARTICLE 2- RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Caretech Management Group of Cambridge, Highland Manor Retirement Lodge Partnership and 712736 Ontario Inc. at 110 Belsyde Avenue East, in the Town of Fergus, save and except supervisors, all employees above the rank of supervisor, office, clerical, sales staff and Activity Director.
- 2.02 Persons excluded from the bargaining unit described in Article 2.01 may perform work on any job normally performed by an employee provided that the performance of such work does not result in loss of regular pay or layoff of an employee.
- 2.03 It is agreed that nothing in this Article would prevent residents, family members or volunteers from assisting with the care or activation of residents.

## **ARTICLE 3- DEFINITIONS**

- 3.01 The following words, as used throughout the Agreement, shall convey the meaning ascribed to them as follows:
- (a) Employee - means those persons described in the bargaining unit set forth in Article 2.01;
  - (b) Full-Time Employee - means an employee regularly scheduled to work thirty (30) or more hours per week;
  - (c) Part-Time Employee - means an employee who may or may not be regularly scheduled but, in any event, regularly works less than thirty (30) hours per week;
  - (d) Relief Help - means a person hired on a relief or a temporary fill-in basis as the need arises and is not part of the bargaining unit as defined in Article 2.01;

(e) Probationary Employee - means an employee who has not completed the probationary period.

(f) Regularly scheduled – means an employee who is scheduled to work following a pattern and/or works the approximately the same number of hours per pay for at least six months

3.02 Where the feminine or singular is used in this Agreement, it shall mean and include the masculine or plural where the context so requires and vice versa.

#### **ARTICLE 4- MANAGEMENT RIGHTS**

4.01 Management of the retirement home and the direction of the working force are vested solely and exclusively in the Employer, and shall not in any way be abridged except by specific restrictions as set forth in this Agreement.

4.02 Without restricting the generality of Article 4.01, the Union acknowledges that it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents;
- (b) to maintain order, discipline, efficiency and, in connection therewith, to establish and enforce reasonable rules and regulations;
- (c) to hire, transfer, layoff, recall, promote, demote, classify, assign and prioritize duties, discharge, suspend or otherwise discipline employees, provided that a claim by an employee that she has been discharged or otherwise disciplined without just cause may be the subject of a grievance under Articles 10 and 11 of the Agreement, such discipline will be issued as soon as possible but no later than two (2) weeks from the date of occurrence.
- (d) to determine the method of operation, the machinery and equipment used, the amount of supervision, the schedules of work, the hours and days of work, including the scheduling of overtime, and the number of employees required at any time and the duties to be performed.

#### **ARTICLE 5- NO DISCRIMINATION**

5.01 The Employer and the Union agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by either of them or any of their representatives because of any employee membership or non-membership in the Union or because of their activity or lack of activity in the Union.

5.02 The Employer and the Union agree that there will be no discrimination against

any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap in accordance with the provisions of the Ontario *Human Rights Code*.

## **ARTICLE 6- WAGES**

- 6.01 The wage scale is set out in Schedule "A" attached hereto.
- 6.02 The Employer and the Union agree to institute payment of wages by direct bank deposit within a reasonable time period following the date of ratification of this Agreement.
- 6.03 The Employer shall produce the collective agreement within one month of ratification

## **ARTICLE 7- DUES AND CHECK-OFF**

- 7.01 The Company 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. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular weekly Union dues deducted from his pay on each pay period. All employees shall become and remain members of the Union as a condition of employment.
- 7.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (UNITED STEELWORKERS), P.O. Box 13083 Postal Station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.
- 7.03 The remittance and the R115 Form shall be accompanied by a statement containing the following information:
- i) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
  - ii) A list of the names of all employees from whom no deductions have been made and the reasons why;

- iii) This information shall be sent to both the Union address identified in Article 7.02 above, in such form as shall be directed by the Union to the Company.
- 7.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.
- 7.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

#### **ARTICLE 8- NO STRIKES OR LOCKOUTS**

- 8.01 In view of the orderly procedure established by this Agreement and by provincial legislation for the settling of labour disputes, the parties agree that there shall be no strikes, partial or complete, or lock-outs during the term of this Agreement nor will employees participate in any slowdown or stoppage of work which will interfere with the operation of the retirement home.
- 8.02 The Union agrees that during the term of this Agreement, it will not authorize or condone any unlawful strike or work stoppage. In the event a strike or work stoppage occurs during the term of this Agreement in contravention of the Union's intention, the Employer has the right to discipline any employee who takes part in the unlawful activity.

#### **ARTICLE 9- UNION REPRESENTATION**

- 9.01 The Employer agrees to recognize the following committees of the Union to represent the employees for the purposes described herein:
  - (a) a Negotiating Committee comprised of not more than two (2) employees selected by the Union to act on behalf of the Union in negotiating a collective agreement, or renewal thereof, with the Employer; and
  - (b) a Grievance Committee comprised of two (2) employees selected by the Union to act as Stewards who will assist in the actual presentation of any grievance to the Employer.
- 9.02 The members of the Negotiating Committee and the Grievance Committee shall be employees who have completed their probationary period.
- 9.03 The Union shall provide the Employer with lists of the names of the employees on the Negotiating Committee and the Grievance Committee at the time of the signing of the Agreement and within five (5) days of any change to either list during the term of the Agreement.

9.04 The Union acknowledges that each member of the Grievance Committee has regular work to perform and that she shall not perform the function set out in Article 9.0 1(b) of the Agreement during her scheduled hours of work without the permission of her immediate supervisor. Permission will not be unreasonably withheld.

## **ARTICLE 10- GRIEVANCE PROCEDURE**

### Individual Grievance

10.01 It is understood that nothing contained in this Article is intended to preclude the informal review of employee complaints or concerns between the employee and management representatives.

10.02 "Grievance" means a difference or dispute, between the Employer and any employee(s) coming specifically under this Agreement concerning the interpretation, application, or alleged violation of this Agreement.

10.03 "Immediate Supervisor" as used in this Article and throughout this Agreement shall mean the first level of management responsible for the employee.

10.04 It is the mutual desire of the parties that any complaint of any employee shall be adjusted as quickly as practicable. Research or preparation with respect to a grievance will be conducted outside of working hours. The processing of a grievance to management by the aggrieved employee will not be done during working hours without the permission of her immediate supervisor. Permission will not be unreasonably withheld.

10.05 There shall be no grievance until the immediate supervisor of the aggrieved employee has first been given an opportunity to deal with the problem. Such problem must be discussed with the immediate supervisor within five (5) working days after the event or circumstances giving rise to the problem have occurred. If the employee is not satisfied with the reply of her immediate supervisor, the employee may file a written grievance in the following manner and sequence.

#### Step 1

10.06 A written grievance may be signed by either the grieving employee or, if the employee is off shift, the Union and must be submitted to the employee's immediate supervisor within five (5) working days after receipt of the reply of the immediate supervisor. The nature of the grievance, the Article or Articles of the Agreement which are alleged to have been violated, and the remedy sought shall be clearly set out in the grievance. The employee's immediate supervisor will render a decision within five (5) working days following the day on which the grievance was presented. Failing settlement, the grievance may be referred to Step 2.

## Step 2

10.07 Within three (3) working days following a decision being rendered under Step 1, the written grievance must be resubmitted to the Administrator or designate. If either the Administrator or designate or the Union requires a meeting, it will be held at the Employer's premises. At such meeting, the employee may be accompanied by one (1) Steward or the International Union Representative. Upon the conclusion of any such meeting, the employee and the Steward, if in attendance, shall return to work immediately, it being understood that no employee shall suffer a loss of earnings in respect to any such meeting held during working hours. The Administrator or designate shall render a decision within ten (10) working days from the date on which the grievance was resubmitted or, if a meeting took place, within ten (10) working days from the date of the meeting. Failing settlement, the grievance may be referred to arbitration.

## Policy Grievance

10.08 A grievance arising directly between the Employer and the Union concerning the interpretation, application, or alleged violation of this Agreement may be submitted by either of the parties to the other. The grievance shall be submitted in writing and shall provide the information spelled out in Step 1 hereof. Any grievance by the Employer or the Union as provided in this Article shall be commenced within ten (10) working days after the circumstances giving rise to the grievance have occurred. The Administrator or designate shall schedule a meeting between the Grievance Committee and the management representatives, designated for this purpose, to be held within ten (10) days after the grievance has been submitted to the other party. The decision of the party being grieved against shall be given, in writing, within ten (10) days following the date of such meeting. Failing settlement, the grievance may be referred to arbitration.

## **ARTICLE 11- DISCIPLINE AND/OR DISCHARGE CASES**

11.01 This Article is to provide for procedures relating to disciplinary and discharge action and the prompt handling of appeals.

11.02 Subject to Article 11.03, no employee shall be disciplined or discharged except for just cause. The parties acknowledge their shared view of the extremely serious nature of the following employee misconduct:

- (a) any abusive conduct - physical, verbal, emotional or mental – towards a resident;
- (b) misappropriation of a resident's funds, regardless of amount, or any other fraudulent or dishonest act;
- (c) theft, regardless of amount, of a resident's property;

- (d) accepting gifts of any material value, greater than five dollars (\$5.00) from a resident or his or her family; and
- (e) conviction of a criminal offence under the Criminal Code which is related to the employee's duties and responsibilities with the Employer and for which a pardon has not been granted.

The parties urge the arbitrator to take this joint statement into account in exercising his remedial jurisdiction. For purposes of clarity, the categories of employee misconduct set out above do not exclude other grounds for discharge with just cause.

- 11.03 It is expressly understood by both parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer.
- 11.04 Disciplinary or discharge action will not be initiated by the Employer without prior discussion with the employee(s) regarding the circumstances relating to the incident(s). At the commencement of the discussion, the employee(s) will be advised of her right to have a Steward present.
- 11.05 When disciplinary action is taken, the employee shall be advised in writing. The advice shall inform the employee of the factual basis for such action, together with the employee's right to appeal.
- 11.05 A claim by an employee that she has been discharged, suspended or otherwise disciplined without just cause shall be treated as a grievance if a written statement of the grievance is filed with the Administrator or designate within five (5) days after the employee has been notified of the discipline. The grievance will proceed immediately to Step 2 of the grievance procedure.

## **ARTICLE 12- ARBITRATION**

- 12.01 In the event that either party desires to submit to arbitration a grievance that has not been settled under the provisions of Article 10 or Article 11, it shall notify the other party in writing within ten (10) days of the decision of the Employer under Article 10.07 or Article 10.08 or of the Union under Article 10.08.
- 12.02 A panel of arbitrators will be mutually agreed to by the parties.
  - Howard Brown
  - Robert Joyce
  - Bill Marcotte
- 12.03 An arbitrator shall be selected from the mutually agreed to panel. Each arbitrator will be called upon to act on a rotation basis.



- 12.04 The arbitrator shall not have jurisdiction to amend, modify, alter or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and conditions of this Agreement.
- 12.05 The parties shall each pay one-half of the expenses of the arbitrator.
- 12.06 The time limits fixed in both the grievance and arbitration procedures are mandatory and not merely directory and may only be extended by mutual written consent of the parties to this Agreement.
- 12.07 No matter may be submitted to arbitration, which has not been carried through all the requisite steps of the grievance procedure as set out in Article 10 or Article 11.
- 12.08 If a grievance is not processed in accordance with the prescribed time limits set out in Article 10 or Article 11 of the Agreement, the grievance shall be deemed to be either settled on the basis of the last decision given by the Employer or withdrawn by the Union.
- 12.09 The arbitration award shall be final and binding on the parties to this Agreement and any employees involved.

### **ARTICLE 13- PROBATION**

- 13.01 All new full-time employees shall be required to serve a probationary period for the first three (3) months worked with the Employer. All new part-time employees shall be required to serve a probationary period of four hundred and eight (408) hours. During the probationary period, the employee shall accumulate no seniority, and the Employer may in its sole discretion assess whether an employee is suitable to be retained and, if so, where in the Employer's operations she may best be employed.
- 13.02 If the probationary employee is retained, seniority shall be calculated from the date of last hire.

### **ARTICLE 14- SENIORITY**

- 14.01 Employees shall accumulate seniority on the basis of their continuous service with the Employer since the date of their last hiring by the Employer, except as otherwise provided herein.
- 14.02 All seniority accumulated under this Agreement will be retained and transferred with the employee if she changes her status from full-time to part-time or vice versa.

14.03 Subject to Article 17, seniority will be maintained and accumulated during an absence due to layoff, sickness or accident and authorized leaves of absence.

The seniority of an employee appointed to a position not covered by the Agreement will continue to accumulate for three (3) months during which time an evaluation is made by the Employee and Employer. In the event of either:

(i) the employer feels that she is not suitable for the position and requires that she return to her former position or

(ii) the employee feels that she is not suitable for or wishes to return to her former position

the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of position shall also be returned to her former position.

14.04 An employee shall lose all seniority and her employment shall be deemed to be terminated, if she:

- (a) voluntarily resigns from the employ of the Employer or retires;
- (b) is discharged and such discharge is not reversed through the grievance procedure or arbitration;
- (c) is absent from work for three (3) consecutive days without permission or without contacting the employer for any cause that would not be considered reasonable;
- (d) fails to return to work within two (2) days of being recalled from layoff unless otherwise agreed between the Employer and the employee. Unless otherwise mutually agreed, there will be at least a seven (7) calendar day interval between the giving of notice and the date of recall. Registered letter mailed to the last known address of employee shall constitute a reasonable effort at recall on the part of the Employer.
- (e) has been laid off for a period equal to her length of service up to a maximum of twelve (12) consecutive months;
- (f) fails to return from an authorized leave of absence on the scheduled working day next following the expiry of the leave or utilizes a leave of absence for reasons other than for which it was granted; and
- (g) is absent from work due to a disability which absence continues for more than twenty-four (24) months. This twenty-four (24) month period may be extended upon review of each individual case.

14.05 Within ten (10) days after the signing of the Agreement, the Employer shall post a seniority list showing the seniority of each employee (i.e., last hiring date with the Employer). An employee shall have thirty(30) days to challenge the seniority list with respect to her seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

#### **ARTICLE 15- JOB POSTING**

15.01 Permanent vacancies within the bargaining unit will be posted by the Employer for a period of five (5) days. The notice posted by the Employer will set out the classification, rate of pay and general description and requirements of the permanent vacancy.

15.02 An employee must satisfy the following conditions to be eligible to apply for a permanent vacancy:

- (a) the employee must have completed her probationary period;
- (b) the employee must have completed six (6) months continuous service in her current classification unless waived by the Employer;
- (c) the employee must be available to commence work in the permanent vacancy on the date required by the Employer; and
- (d) the permanent vacancy must be in the same or a higher classification than the employee's current classification, unless waived by the Employer.

15.03 The Employer shall consider the following factors for the purpose of filling the permanent vacancy:

- (a) the qualifications, training, experience, skill and ability of the employee; and
- (b) the seniority of the employee.

When factor (a) is to all intents and purposes fairly equal as between two (2) or more employees, then seniority shall be the determining factor.

15.04 Applications, on forms provided by the Employer, received within the five (5) work day period set out in Article 15.01 will be considered in accordance with Article 15.03 before the permanent vacancy is filled. The Employer will make the selection, if any, not later than ten (10) days following the end of the job posting. The employee selected by the Employer for the permanent vacancy shall be subject to a fourteen (14) scheduled day observation period during which time;

- (i) the Employer may return the employee to her former position if the employee is unable to do her work or

(ii) the employee may request to return to her former position.

Any other employee promoted or transferred as a result of the rearrangement of position shall also be returned to her former position.

15.05 The successful applicant shall not be entitled to bid for another permanent vacancy for a period of six (6) months from the date of her successful application.

15.06 The Employer specifically reserves the right to:

- (a) fill the permanent vacancy with relief help during the job posting procedure;
- (b) fill the position previously held by the employee selected to fill the permanent vacancy with relief help during the observation period set out in Article 15.04;
- (c) hire a new employee or transfer other personnel to the permanent vacancy if;
  - (i) no applications are received within the five (5) work day period set out in Article 15.01; or
  - (ii) the employees who submitted applications within the five (5) work day period set out in Article 15.01 are not qualified to perform the work.

15.07 Nothing in this Agreement prohibits the Employer from filling vacancies on a temporary basis with relief help.

15.08 If an employee wishes to transfer out of the bargaining unit as defined in Article 2.01, she must apply for the transfer to the Administrator or designate. No aspect related to the application or disposition of the request for transfer shall be the subject of a grievance or arbitration brought by the employee or the Union under Articles 10 and 12 of the Agreement, respectively.

## **ARTICLE 16- LAYOFF AND RECALL**

16.01 In the case of a reduction in the workforce, the Employer shall consider the following two (2) factors in determining which employee(s) in the classification shall be laid off or recalled:

- (a) the qualifications, training, experience, skill and ability of the employee; and
- (b) the seniority of the employee.

When factor (a) is to all intents and purposes equal as between two (2) or more employees, then seniority shall be the determining factor.

- 16.02 The Employer will notify employees of recall by registered mail sent to the most recent address on the employee's employment file, copied to the Union. It is the employee's duty to keep the Employer informed of her correct address and telephone number and the Employer will not be liable for any payment, for the purpose of recall or any other purpose, unless such arrangements have been made.
- 16.03 The employee must advise the Employer within two (2) days of receipt of the notice whether she wishes to accept or decline the recall offer. Failure to respond within the time limit will result in the employee being considered to have resigned.
- 16.04 Employees accepting recall will report for duty on the date specified on the recall notice, which shall not be less than seven (7) calendar days from the date of notice unless otherwise mutually agreed.

#### **ARTICLE 17- PERSONAL LEAVE OF ABSENCE**

- 17.01 The Employer may grant a personal leave of absence without pay to an employee provided that:
- (a) the employee gives notice in writing to the Administrator or designate for leave of absence at least thirty (30) days prior to the proposed commencement of the leave of absence;
  - (b) another employee has not been granted a leave of absence for the same or overlapping period of time;
  - (c) the employee has not been granted a leave of absence during the previous two (2) year period; and
  - (d) the proposed leave of absence can be arranged without any inconvenience to the operations of the retirement home, in the judgement of the Employer.
- 17.02 An employee requesting a leave of absence must indicate on forms provided by the Employer:
- (a) the reason(s) for her leave of absence;
  - (b) details as to where the employee can be contacted during the period of absence from work; and
  - (c) the dates of departure and return from the leave of absence.

- 17.03 An employee who has been granted a personal leave of absence will retain seniority during the leave, but seniority will cease to accumulate after three (3) months.
- 17.04 The Employer shall grant leave of absence without pay to employees to attend United Steelworkers conventions, meetings and the education of its representatives provided that the Union gives fourteen (14) days notice and will not request leave of absence for more than two (2) employees at a time. The Union shall be responsible for the payment of wages during the time of absence at the end of each pay period. Such leave shall not total more than twenty (20) days in any calendar year and shall be granted giving due consideration to efficient operation of the Retirement Home.

#### **ARTICLE 18- PREGNANCY LEAVE**

- 18.01 Pregnancy leave shall be granted and taken in accordance with the relevant provisions of the Ontario *Employment Standards Act*.

#### **ARTICLE 19- PARENTAL LEAVE**

- 19.01 Parental leave shall be granted and taken in accordance with the relevant provisions of the Ontario *Employment Standards Act*.

#### **ARTICLE 20- JURY DUTY OR WITNESS**

- 20.01 An employee will be granted time off to serve on a jury or as a subpoenaed witness in any inquest or court proceedings.
- 20.02 The Employer shall pay the said employee the difference between her fee as a juror or witness and her earnings for any regularly scheduled time lost. It is the employee's responsibility to come to work for any regularly scheduled shifts when she is not actually required for jury duty or to be present in court as a witness.
- 20.03 The above-mentioned conditions do not apply to an employee involved personally in her own trial or court proceedings.

#### **ARTICLE 21- BEREAVEMENT LEAVE**

- 21.01 Each employee shall be granted bereavement leave with pay in the event of the death of a spouse or partner (including same sex partner), child or step-child for up to five (5) days on any regularly scheduled working days that occur following the death and ending the day following the funeral or equivalent service.
- 21.02 Each employee shall be granted bereavement leave for up to three (3) days

on any regularly scheduled working days that occur following the death and ending the day of the funeral or equivalent service, upon the death of a parent, sister, brother, grandparent or grandchildren of either the employee or her spouse or partner.

21.03 An employee will not be eligible to receive bereavement pay under Article 21.01 or 21.02 if she is:

- (a) on an authorized leave of absence; or
- (b) in receipt of holiday, vacation, sick leave, or weekly indemnity payments.

21.04 An Employee may be granted leave of one (1) day to attend the funeral of the employee's Aunt or Uncle. In unusual circumstances where the deceased is not a member of the immediate family (e.g. guardian), time off with pay may be granted to attend the funeral subject to the approval of the Administrator or designate.

21.05 Additional leave without pay may be granted at the Employer's discretion.

## **ARTICLE 22- SICK LEAVE**

22.01 Full time employees who have completed their probationary period will be entitled to receive loss of income benefits due to sickness or accident. If an employee is absent from work due to sickness, she will be compensated as follows:

Duration of Sickness	Compensation
4-7 days	2/3 of regular pay
8-21 days	weekly indemnity
15 weeks	weekly indemnity
up to 52 weeks	Group Insurance Plan

22.02 If an employee is absent from work due to an accident, she will be compensated in accordance with the Group Insurance Plan (weekly indemnity coverage).

22.03 Loss of income benefits are only to be used in the event that the employee is unable to work as a result of sickness or accident.

22.04 The Employer shall have the right to require a medical certificate where an employee is absent for two (2) days or longer. The employer agrees to pay the costs of the medical certificate

22.05 All employees will be entitled to 3 days paid sick leave per contract year. Such leave will be paid upon presentation of a doctor's note if requested. This leave will be paid at 65% of the employee's regular daily earnings.

## **ARTICLE 23- HOURS OF WORK AND OVERTIME**

- 23.01 It is expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- 23.02 The hours of work for a full-time employee shall be as scheduled and shall average thirty (30) or more hours per week as provided for in Article 3.01(b).
- 23.03 The hours of work of a part-time employee shall be as scheduled and shall average less than thirty(30) hours per week as provided for in Article 3.01(c).
- 23.04 Employees are entitled to meal breaks and rest breaks as follows:
- (a) an employee working an eight (8) hour shift shall receive a thirty (30) minute unpaid meal break during the shift and a fifteen (15) minute paid rest break in each half of the shift;
  - (b) an employee working six (6) hours or more in a shift shall receive a thirty (30) minute unpaid meal break during the shift and one (1) fifteen (15) minute paid break;
  - (c) an employee working five (5) hours or more in a shift shall receive a thirty(30) minute unpaid meal break during the shift;
  - (d) an employee working less than five (5) hours, but more than three (3) hours in a shift shall receive one(1) fifteen(15) minute paid rest break.
  - (e) Charge Nurse (RN/RPN) working an eight(8) hour shift shall receive one(1) thirty(30) minute paid meal break during the shift and a fifteen(15) minute paid rest break in each half of the shift.
  - (f) All employees on night shift shall have one(1) thirty (30) minute paid meal break and two fifteen (15) minute paid breaks.
- 23.05 Subject to Article 23.04, meal breaks and rest breaks shall be taken at times designated by the Employer.
- 23.06 Subject to paragraph 23.08, an employee will be paid overtime at the rate of time and one-half the employee's regular rate of pay for all authorized hours of work:
- (a) after seven and one-half (7.5) hours per day, exclusive of the meal period; and
  - (b) after thirty-seven and one-half (37.5) hours per week, exclusive of meal periods.



- 23.07 The Employer may request employees to work overtime hours and Employees are expected to work as requested. An Employee who normally performs the job shall be requested to do the overtime before an employer goes outside the department
- 23.08 Any and all overtime or shift change requests must be authorized in advance and in writing by the Administrator
- 23.09 Schedules shall be posted at least two(2) weeks in advance and cover at least four(4) weeks in duration.

#### **ARTICLE 24- HOLIDAYS**

- 24.01 The Employer recognizes and pays for the following ten (10) holidays for each eligible employee: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- 24.02 If the employee fails, without reasonable cause, to work all of her last regularly scheduled day of work before the public holiday or all of her first regularly scheduled day of work after the public holiday, the employee has no entitlement to public holiday pay.
- a) An employee shall be eligible for holiday pay if she has worked her scheduled regular day of work immediately before the holiday and her scheduled regular day of work immediately following the holiday
- b) The employee shall be paid for the hours actually worked on the public holiday
- 24.03 Eligible full-time employees who are scheduled to work on any of the holidays, and do in fact work, shall be paid her regular rate for the hours worked on the public holiday in addition to a day off with pay at the employee's regular wages. Eligible part-time employees shall receive time and one half (1 1/2) for all hours worked in addition to any holiday pay to which she may be entitled. An employee's public holiday pay for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four weeks before the work week in which the public holiday occurred, divided by 20.
- 24.04 Eligible employees who are scheduled off on any of the holidays or who are on vacation during which the holiday falls shall receive a regular day's pay at the time the holiday occurs.
- 24.05 There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

## **ARTICLE 25- VACATION**

25.01 Full-time employees shall be entitled to an annual vacation with pay, on the basis of completed years of service from last date of hire, in accordance with the following:

- (a) an employee with less than one (1) year of service will be entitled to one (1) day per month, to a maximum of ten (10) days, at her regular non-overtime daily rate of pay;
- (b) an employee with one (1) to three (3) years of service will be entitled to ten (10) days' vacation with pay at four percent (4%) of her wages (excluding vacation pay) earned during the preceding vacation year;
- (c) an employee with three (3) to nine (9) years of service will be entitled to fifteen (15) days' vacation with pay at six percent (6%) of her wages (excluding vacation pay) earned during the preceding vacation year; and
- (d) an employee with nine (9) or more years of service will be entitled to twenty (20) days' vacation with pay at eight percent (8%) of her wages (excluding vacation pay) earned during the preceding vacation year.

25.02 The vacation entitlement of part-time employees will be based on eighteen hundred (1,800) hours of actual work equaling one (1) year of service. Part-time employees will be entitled to vacation with pay in accordance with the following:

- (a) an employee with one (1) to three (3) years of service will be entitled to ten (10) days' vacation with pay at four percent (4%) of her wages (excluding vacation pay) earned during the preceding vacation year;
- (b) an employee with four three (3) to nine (9) years of service will be entitled to fifteen (15) days' vacation with pay at six percent (6%) of her wages (excluding vacation pay) earned during the preceding vacation year; and
- (c) an employee with nine (9) or more years of service will be entitled to twenty (20) days' vacation with pay at eight percent (8%) of her wages (excluding vacation pay) earned during the preceding vacation year.

25.03 Any employee covered by this Agreement must take their vacation entitlement annually, between January 15 and December 15 in each year. It cannot be accumulated. It is understood and agreed that in order to distribute some time off for as many employees as practicable during the Christmas/New Years season, that vacation during the period of December 15 - January 15 shall be at the Employer's sole discretion based on the efficient

operation of the Retirement Home.

Summer vacation shall be requested by April 15 and the Employer shall notify the employee if summer vacation requests are approved by May 15.

25.04 The Employer will schedule vacations and will consider an employee's wishes based on her seniority however, the efficient operation of the retirement home will be the controlling factor. To be fair to all employees, staff will be expected to be available to work Christmas or New Years alternately each year, senior staff shall have their preference.

25.05 Vacation pay will be provided at the time of the taking of vacation. Vacation pay shall be identified separately on the pay slip

#### **ARTICLE 26-LABOUR MANAGEMENT COMMITTEE**

26.01 THE Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations.

26.02 Both parties agree to establish a Labour Management Committee consisting of three(3) Local Union representatives from different departments and three(3) management representatives, with the capacity of either party to bring in additional resources persons

26.03 The committee will be co-chaired by a member of the committee selected by the Union and a member selected by the Employer. The Committee shall agree on the term of the Co-Chairs

26.04 The Employer shall ensure that meeting minutes are kept and reviewed by the committee

26.05 The committee shall provide a forum for the on-going communication and the joint consideration of various concerns, which arise from day-to-day activities of employees represented by the Union. Suitable subjects for discussion will include workload issues and scheduling

26.06 Union committee members shall be paid for regularly scheduled hours missed as a result of attendance at the meetings

#### **ARTICLE 27- GROUP INSURANCE**

27.01 Full-time employees who have completed their probationary period will be entitled to participate in the group insurance plan in effect at the date of ratification. Part-time employees who work a minimum of fifteen (15) hours per week, averaged over a six (6) month period, shall also be entitled to participate in the group insurance plan

27.02 The Employer will pay fifty percent (50%) of the premiums in respect of the group insurance plan for each full-time employee for the first six (6) months following the probationary period and the employee will pay the remaining fifty percent (50%). Thereafter, the Employer will pay one hundred percent (100%) of the premiums.

The Employer will pay fifty percent (50%) of the premiums in respect of the group insurance plan for Part time employees who are eligible as identified in Article 27.01, in 2014 following the probationary period and the employee will pay the remaining fifty (50%). Thereafter, the employer will pay sixty percent (60%) of the premiums and the employee will pay the remaining forty percent (40%) in 2015 and the Employer will pay seventy(70% of the premiums and the employee will pay thirty(30% present in 2016.

The benefits provided under the group insurance plan are summarized as follows:

- (a) Life Insurance with a benefit of \$40,000;
- (b) Accidental Death and Dismemberment Insurance with a maximum benefit of \$40,000;
- (c) Weekly Indemnity Insurance which replaces two-thirds of earnings to a maximum benefit equal to the employment insurance maximum benefit for a maximum of 52 weeks in case of sickness or accident;
- (d) Extended Health Insurance, which includes drug plan, vision care (\$100/2 yrs.), hospital care (semi-private accommodation), medical services and supplies, professional services (chiropractor, etc.) and travel assistance
- (e) Effective 2016 a basic Dental plan will be offered to both full and part time employees. This will include Level I & II basic with no deductible. Reimbursement will be fifty (50)% with a maximum level I of \$1,000. per person per year and level II maximum of \$750 per person per year.

27.03 All insurance benefits mentioned above are more particularly described and set forth in the respective policy of insurance. Any dispute over eligibility, coverage or the payment of benefits under any such policy of insurance shall be adjusted between the insured or the beneficiary and the insurance company concerned and any dispute shall not be the subject of a grievance or arbitration. A booklet explaining the group insurance plan will be handed out to new eligible employees and will be available to employees upon request. The Employer may, at any time, substitute another carrier for any group insurance plan with coverage the same or greater.

## **ARTICLE 28 - UNIFORM ALLOWANCE**

28.01 The Employer agrees to pay eight (\$8) dollars per month uniform allowance, paid out four (\$4) dollars per pay.

## **ARTICLE 29- BULLETIN BOARDS**

29.01 A bulletin board shall be available to the Union for the posting of Union notices. All such notices must be submitted to the Administrator or designate for approval before posting.

## **ARTICLE 30- HEALTH AND SAFETY**

30.01 The Employer and the Union shall maintain an Occupational Health and Safety Committee consisting of not less than one (1) member elected by the Union and not less than one (1) member appointed by the Employer, such committee will not suffer any lost wages or benefits as a result of performing the duties outlined in Article 30.

The general duties of the Occupational Health & Safety committee shall be:

- a) To make a monthly inspection of the facility for the purpose of determining hazardous conditions, to check for unsafe practices, and to receive complaints and recommendations with respect to these matters.
- b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents, which might have caused injury to an employee, whether or not such injury occurred.
- c) To hold regular meetings at least bi-monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections
- d) To keep records of all investigations, inspections, complaints and recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made and, if no action has been taken, the reasons therefore shall be given.
- e) The Union and the Employer Chairpersons of the Committee shall have the right to accompany all authorized Safety Inspectors on tours of the Facility and shall receive copies of any reports sent to the Employer pertaining to such inspections.
- f) Accident, injury, and Occupational Illness records shall be kept by the Employer and shall be made available to the Joint Health & Safety Committee. These records shall include all reports required by the Department of Labour under the Occupational Health and Safety Act. The Employer also agrees to make available to the Committee upon request the trade name and or technical description (including

chemical analysis, if available) of any compounds and substances used in the facility.

Unless otherwise prescribed, the employer shall ensure that at least one (1) member of the committee representing the Employer and one (1) member representing the Union are certified members. If a certified member resigns or is unable to act, the employer shall, within a reasonable period of time, take all steps to ensure that a replacement is trained. Such training shall be paid for by the Employer.

Duties of the Certified Worker as prescribed in the current Ontario Health and Safety Act.

An employee may refuse to work or do particular work where she has reason to believe that:

- 1) Any equipment, machine, device or thing she is to use or operate is likely to endanger herself
- 2) The physical condition of the workplace or part thereof in which she works or is to work is likely to endanger herself
- 3) Any equipment, machine device, or thing she is to use or operate or the physical condition of the workplace or the part thereof in which she works or is to work is likely to endanger herself or another employee

If, as set down in Article 30, an employee refuses to work or do particular work, she shall promptly report the circumstances of her refusal to her supervisor, who shall forthwith investigate the report with members of the Joint Health & Safety Committee.

Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, any future refusals will be in accordance with the Ontario Health and Safety Act.

The employee shall be found alternative work until such time as the job has been made safe or is deemed safe to work on.

## **ARTICLE 31- COPIES OF AGREEMENT**

31.01 The Union will pay the cost of printing the Collective Agreement.

## **ARTICLE 32 - RENEWAL, AMENDMENT, TERMINATION**

32.01 This Agreement shall be effective from the date of ratification until December 31, 2016 and thereafter from year to year unless either party gives notice in writing to the other party during the last ninety (90) days of the term of this agreement of that party's intention to terminate or negotiate revisions thereof. Where notice is given by either party in writing as referred to

above, negotiations shall commence not later than twenty (20) days after the date of such written notice.

**WITNESS CLAUSE**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this:

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ON BEHALF OF THE EMPLOYER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ON BEHALF OF THE UNION**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## APPENDIX "A"

All written and verbal warnings will be removed from an employee's record after 6 months from the date the discipline is issued and will not be used for any reason.

All suspensions will be removed from an employee's record after 18 months from the date of issue and will not be used for any reason.

The above is provided that there are no disciplines of a similar nature during the 6 month or 18 month period.

### Wage Rate Schedule

#### Shift Premium

All employees who are required by the employer to work on the afternoon or night shifts shall receive a shift premium of twenty-five (25) cents for each hour worked on the afternoon and night 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 the Employees straight time hourly rate.

In no event shall there be any pyramiding of benefits or payments.

January 1, 2014 - December 31, 2014(2.0%)

Classification	Start	End of Probation	1 year	2 years	3 years
R.P.N.	N/A	18.69	19.79	20.47	21.56
Cook	15.10	15.45	16.89	17.23	17.55
Guest Attendant Dietary Aide Housekeeper	13.60	14.04	14.37	15.09	16.09

January 1, 2015 - December 31, 2015(2.0%)

Classification	Start	End of Probation	1 year	2 years	3 years
R.P.N.	N/A	19.06	20.18	20.88	21.99
Cook	15.40	15.76	17.22	17.57	17.91
Guest Attendant Dietary Aide Housekeeper	13.87	14.33	14.66	15.39	16.41

January 1, 2016 - December 31, 2016 (2.0%)

<b>Classification</b>	Start	End of Probation	1 year	2 years	3 years
R.P.N.	N/A	19.44	20.59	21.30	22.43
Cook	15.71	16.08	17.57	17.93	18.26
Guest Attendant Dietary Aide Housekeeper	14.15	14.61	14.95	15.70	16.74

**Student Rate**

<b>Classification</b>	Present Rate	January 1, 2014	January 1, 2015	January 1, 2016
Under 18	10.33	10.52	10.73	10.94
18 and over	\$10.95	11.17	11.40	11.62

**Letter of Understanding**

Students pay Union dues starting from their first day of work forward.