

**COLLECTIVE AGREEMENT**

**B E T W E E N:**

**RIVERWOOD RETIREMENT HOME**

**(hereinafter called the "Employer")**

**OF THE FIRST PART**

**- and -**

**UNITED STEELWORKERS OF AMERICA**

**(hereinafter called the "Union")**

**OF THE SECOND PART**

**Term of Agreement January 1, 2012- December 31, 2014**

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**ADDENDA**

SCHEDULE A - WAGES

LETTER OF UNDERSTANDING No. 1

LETTER OF UNDERSTANDING No. 2

LETTER OF UNDERSTANDING No. 3

LETTER OF UNDERSTANDING No. 4

LETTER OF UNDERSTANDING No. 5

LETTER OF UNDERSTANDING No. 6

LETTER OF UNDERSTANDING No. 7

## **ARTICLE 1: PREAMBLE**

1.1 It is the purpose of both parties to this Agreement:

- (a) To maintain harmonious relations between the Employer and its employees;
- (b) To recognize the value of joint discussions and negotiations;
- (c) To encourage efficiency in operations; and
- (d) To provide a mechanism for the amicable adjustment of grievances which may arise.

1.2 The Parties to this Agreement share a desire to improve the quality of the Employer's services, and to promote the effective and efficient delivery of those services and accommodation of its guests. Accordingly, the Parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

## **ARTICLE 2: SCOPE AND RECOGNITION**

2.1 The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees of Riverwood Retirement Home in the Town of New Tecumseh, save and except supervisors, persons above the rank of supervisor, office and clerical staff.

The parties agree that there is currently a General Manager, Director of Care, a Social Director, a Dietary Supervisor, an Administrative Assistant, Housekeeping Supervisor and a Nurse Supervisor who perform supervisory functions within the meaning of the Ontario *Labour Relations Act*.

2.2 The Employer undertakes that it will not enter into any other agreement or contract with those employees for which the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

2.3 In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.

## **ARTICLE 3: NO DISCRIMINATION**

3.1 The Employer and the Union agree that there will be no discrimination or harassment exercised against any employee covered by this Agreement on the basis of any prohibited ground which is prescribed by the Ontario *Human Rights Code*, R.S.O. 1990.

3.2 The Employer and the Union agree that there shall be no intimidation, interference, discrimination, restraint or coercion exercised or practiced with respect to any employee by reason of his/her membership or activity, or non-membership or lack of activity in the Union.

3.3 Neither the Employer nor the Union will compel employees to join the Union or not to join the Union. No person shall be required, as a condition of employment to become or remain a member of the Union.

3.4 The Union agrees that, except as provided for in this Agreement, there will be no union activity on the premises of the Employer.

#### **ARTICLE 4: UNION SECURITY AND UNION REPRESENTATION**

##### ***Labour Management Committee***

4.1 The Employer and the Union recognize the value of open and effective communication in maintaining a constructive labour management relationship. To this end, the committee will provide a regular opportunity to discuss ongoing issues and problems and a chance to resolve these problems to the benefit of both parties. The Employer and the Union hope that their efforts in this initiative will help to build a better line of communication and a more harmonious workplace for everyone.

4.2 The committee will be comprised of two (2) representatives for the Union, to be appointed by the Union, and two (2) representatives for the Employer, to be appointed by the Employer.

4.3 An Employer representative and a Union representative will prepare exchange proposed agenda items for each meeting with items listed in order of priority. The Employer will integrate the two lists and have a single agenda typed and distributed to committee members prior to the meeting. Emergency items arising after the agenda is prepared can be entertained on the agreement of the parties at the outset of the meeting. Business arising from the minutes of the previous meeting will be handled as a first item on each meeting's agenda.

4.4 The committee will meet once every three (3) months at a mutually agreeable time and place. It will be the committee's objective to limit each meeting to forty-five (45) minutes, but in no case will the meeting last longer than one (1) hour.

4.5 The parties will alternate the Chair from meeting to meeting. The party chairing the meeting will appoint from among their committee a Chairperson, and the other party will appoint a recording secretary. The Chairperson will seek to keep the discussion on topic and timely and ensure that each committee member has a chance to have input on each item discussed.

4.6 Following the committee meetings the Chairperson and recording secretary will compare notes and agree to the minutes which will then be typed by the Employer and a copy of same will be made available to each of the committee members, and a copy will be posted on the Union bulletin board.

4.7 The parties agree that any item which is within the mandate of another committee will not be an appropriate agenda item.

4.8 The employee representatives serving on the Committee will be paid their regular rates of pay, up to one hour, if a meeting is held during their scheduled work time.

### ***Union Security***

4.9 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 the 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 bi-weekly.

4.10 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 Steelworkers of America, AFL-CIO – CLC, P.O. Box 13083 Postal station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Employer 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.

4.11 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 the Union address identified in Article 4.10 above, in such form as shall be directed by the Union to the Employer.

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

4.13 The employer when preparing T4 slips for the employees will enter the amount of Union dues paid by the employee during the previous year.

### ***Union Representation***

4.14 The Employer acknowledges the right of the Union to appoint or otherwise elect stewards for the purpose of representing employees in the handling of complaints and grievances.

4.15 The Employer recognizes the right of the Union to appoint or otherwise elect up two (2) employees as stewards, one (1) of whom will be designated as a Chairperson, it being agreed and understood that stewards shall have a minimum of eight (8) months' seniority.

4.16 The Union shall notify the Employer in writing of the names of the stewards that have been selected. The Employer shall not be required to recognize any such stewards until it has been notified by the Union of their appointments. This list will be revised as changes occur.

4.17 Stewards shall continue to perform their regular duties on behalf of the Employer unless permission from the Employer is granted to investigate and process a grievance, which permission shall not be unreasonably withheld.

4.18 The privileges of all committee members and stewards to leave their work without loss of regular pay or benefits to attend to Union business, is granted on the following conditions:

- (a) Such business involves a steward or a committee member's responsibility under this Agreement, or meetings between the Union and the Employer.
- (b) The time shall be devoted to the prompt handling of such necessary Union business.
- (c) The Committee members and stewards concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.

4.19 The Union shall have the right to have the assistance of representatives of the United Steelworkers of America when dealing with the Employer. A Union Representative shall have access to the Employer's premises to discharge such duties as Representative of the Union provided that she first obtains the permission of the Employer on at least four (4) hours' notice in advance of the planned arrival stating the reasons of her attendance. Such permission shall not be unreasonably withheld. A Union Representative shall first report her presence to the Administrator, or in her absence, to the Administrator's designate on the occasion of each visit.

4.20 The Employer agrees to provide a steward with an opportunity to interview new employees once for a period of up to fifteen (15) minutes. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of this Agreement. Such meetings will be held at a time and location mutually agreed upon between the steward and the employee's supervisor, within the first thirty (30) days of the employee's employment.

4.21 The Employer agrees to recognize and deal with a Negotiating Committee of two (2) employees, one (1) of whom shall be the Chairperson along with representatives of the International Union, it being agreed and understood that employee members of the Negotiating Committee shall have a minimum of eight (8) months' seniority. The Union shall, in writing, provide the Employer with the names of the individuals who constitute the committee, prior to the commencement of negotiating any changes to this Agreement. The Employer will also be entitled to have its professional advisors present during any negotiations.

4.22 The Negotiating Committee is a separate entity from other committees and will deal only with such matters that are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

4.23 The Employer will pay the regular straight time hourly rate for no more than two (2) employee members of the negotiating committee for regularly scheduled working hours that otherwise would have been worked but which were lost due to attending negotiation, for up to a maximum of three (3) days for each member. Such time will be deemed to be time worked for the purposes of calculating overtime eligibility.

#### **ARTICLE 5: NO STRIKES/NO LOCKOUTS**

5.1 In view of the orderly procedures established by this Agreement and provisions of the Ontario *Labour Relations Act* and the *Hospital Labour Disputes Arbitration Act* for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, neither it, nor its representatives, will authorize, call, direct or take part in any strike, picketing, slowdown or stoppage of or interference with work in or about the Employer's premises or premises at which the Employer provides any of its services. Any employee(s) who participate(s) in any of the activities referred to above may be subject to discipline up to and including discharge.

5.2 In the event that employees engage in any of the activities described by Paragraph 5.1, the Union and its representatives (including stewards) will instruct the employee to cease such activity forthwith, return to work and perform their usual duties.

5.3 The Employer agrees that it will not threaten, cause or direct any lockout of its employees for the duration of this Agreement.

5.4 The Union agrees that it will not involve the name of the Employer either directly or indirectly in any dispute which may arise, between any other Employer and the employees of such other Employer or between the Union and such other Employer.

5.5 The words "strike" and "lockout" shall have the same meaning given to those words in the Ontario *Labour Relations Act*.

#### **ARTICLE 6: MANAGEMENT RIGHTS**

6.1 The Union recognizes and acknowledges that all Management rights and prerogatives and the direction of the working forces, and the Management of the Employer's operations are vested exclusively with the Employer and without limiting the generality of the foregoing, the exclusive functions of the Employer shall include the following rights:

- (a) to operate and manage the organization in every and in all respects;



- (b) to maintain order, discipline and efficiency amongst its employees and in connection therewith to establish and enforce rules, regulations, policies and practices from time to time to be observed by its employees. The Employer reserves the right to amend or introduce new rules from time to time;
- (c) to select, hire, retire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed probation for just cause, provided that a claim that a seniority employee has been discharged or disciplined without just cause may be made the subject of a grievance and dealt with as hereinafter provided;
- (d) to determine the nature and kind of services provided by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds of equipment to be used, the methods of operating and control of materials, goods, or equipment to be used, the control of materials and parts, the quality and quantity of services;
- (e) to have the right to plan, direct and control the work of the employees, the operations of the Employer, and the schedules and procedures of work. This includes the right to introduce new and improved methods, facilities, equipment, and to direct and control the amount of supervision necessary, to combine or split up departments, or classifications, or work locations, work schedules, and to increase or reduce personnel in any particular area, or on the whole, and the number of employees required for the Employer's purposes and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times; to assign employees to shifts as required; to determine the starting and quitting times; and
- (f) to determine the schedules of work, the number of shifts, job content and requirements, quality and quantity standards, the qualifications of employees; to select and retain employees for positions excluded from the bargaining unit.

6.2 It is understood and agreed that all of the above shall only be exercised in a manner that is consistent with this Agreement.

#### **ARTICLE 7: DEFINITION OF A GRIEVANCE**

7.1 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

#### **ARTICLE 8: GRIEVANCE PROCEDURE**

8.1 It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible.

8.2 It is generally understood that an employee has no grievance until she has first given the Employer an opportunity to adjust her complaint. If an employee has a complaint concerning the application, interpretation, administration or alleged violation of any of the provisions of this Agreement, she shall discuss the complaint with her immediate supervisor within three (3) days after the circumstances giving rise to the complaint have occurred, or when it should reasonably have come to the attention of the employee. The employee shall have the right to request that a Union Representative be present. If after registering the complaint with the supervisor, such complaint is not settled within two (2) days after the complaint was submitted or within any longer period which may have been agreed to by the parties, then the steps of the grievance procedure may be invoked.

8.3 An employee shall not leave her regular duties in order to submit a grievance hereunder, until she has first secured permission from her immediate supervisor. Such permission shall not be unreasonably withheld.

8.4 In determining the time within which any action is to be taken or completed under the grievance and arbitration provisions of this Agreement, such time limits shall be exclusive of Saturdays, Sundays, and paid holidays.

#### **8.5 Grievance Procedure**

All grievances shall be taken up in the following manner:

##### **Step No. 1**

An employee having a grievance shall submit the grievance in writing to her immediate supervisor within the time frame required by Article 8.2. The grievance shall be in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the section or sections of this Agreement which are alleged to have been violated. The supervisor shall reply to the grievance in writing within three (3) days from the day it was submitted.

##### **Step No. 2**

If the decision of the immediate supervisor is unsatisfactory, then within three (3) days from receipt of the reply at Step 1, the employee, who may request the assistance of a steward, shall submit the grievance, in writing, to the Administrator or her designate.

A meeting will then be held between the Administrator or her designate and the grievor if requested by either party within seven (7) days of the receipt of the grievance. It is understood that at such a meeting, the Administrator may have such counsel and/or assurance as she may desire and that the employee may have a Union Representative and/or counsel present. The decision of the Administrator or her designate shall be given, in writing, within seven (7) days following the meeting.

##### **Step No. 3**

Should the Administrator or her designate fail to render a written decision as required in Step No. 2 or failing settlement of any grievance under the foregoing procedures, arising from a grievance as defined in Article 7.1, the grievance may be referred to arbitration by either the

Employer or the Union. If no written request for arbitration is received as required by this Agreement, within twenty (20) days after the decision under Step No. 2 is given or within fifteen (15) days following the meeting under Step No. 2 of the grievance procedure, the grievance shall be deemed to have been settled and abandoned and the same grievance shall not be made the subject matter of a further grievance.

8.6 All limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure the grievance has not been processed by the grievor or her agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the grievor within the time limits as prescribed. Subject to these mandatory stipulations, time limits may be extended in writing by mutual agreement of the parties.

8.7 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure.

8.8 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Home to view any condition which may be relevant to the settlement of the grievance, at a reasonable time and so as not to unduly interfere with the function of the Employer.

8.9 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.

#### **ARTICLE 9: GROUP GRIEVANCE**

9.1 Where it appears that two (2) or more employees have the same grievance, the Union may process the grievances simultaneously and consecutively on all levels of the grievance and arbitration procedures, subject to all applicable provisions under the grievance procedure and all grievors will be listed on the grievance form.

9.2 If there should be an accumulation of grievances to be referred to arbitration of a similar nature, one Board of Arbitration shall be constituted to deal with all such grievance disputes if mutually agreed.

#### **ARTICLE 10: EMPLOYER GRIEVANCE/UNION POLICY GRIEVANCE**

10.1 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application or administration of this Agreement. A policy grievance may be instituted by either the Employer or the Union and submitted to the other party in writing at Step 2 of the grievance procedure for a written response. However, it is expressly understood that the

provisions of this section may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular Grievance Procedure shall not be thereby bypassed.

10.2 The Employer may institute a grievance, consisting of an allegation of a general misinterpretation of violation of this Agreement by the Union, its representatives, or any employee, in writing, dated and signed, by forwarding a written statement of said grievance to a Union representative, provided that it is presented within fifteen (15) days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Employer and the Union within fifteen (15) days. When submitting the grievance, the Employer shall suggest at least three (3) alternative days, and times and places at which the meeting may be held. Failure to hold the meeting shall be deemed to be a denial of the grievance. The representative of the Union shall give its decision in writing within seven (7) days after the meeting. Failure to render such decision shall be deemed to be a denial of the grievance. Failing settlement a grievance may be referred to arbitration by the Employer by written notice of intent in accordance with Sept No. 3 of the Grievance Procedure.

**ARTICLE 11: SUSPENSION AND DISCHARGE**

11.1 A claim by an employee who has completed probation that she has been unjustly suspended or discharged from her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Employer within three (3) days after the employee is notified of her discharge or suspension or within three (3) days after the employee ceases to work for the Employer, whichever is the earlier. The grievance will proceed immediately at Step No. 2.

11.2 Such special grievances may be settled by confirming the Employer's action in suspending or dismissing the employee or by reinstating the employee in a manner which is just and equitable in the opinion of the conferring parties.

11.3 The Employer will advise an employee of her right to have a Union Steward present at any meeting where the employee is being disciplined.

**ARTICLE 12: ARBITRATION**

12.1 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) days thereafter, designate its Nominee to the Board of Arbitration. The two so nominated, shall endeavour within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairperson of the Board of Arbitration. If the Nominees are unable to agree upon the third person as Chairperson within ten (10) days after the appointment of the second of them, then either Party may request the Minister of Labour to appoint the third member and Chairperson of the Board of Arbitration.

Notices of desire to arbitrate a dispute and nomination of an arbitrator shall be served personally, by registered mail, or by facsimile. If served by registered mail, the date of mailing shall be deemed to be the date of service.

12.2 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 Chairperson.

12.3 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

12.4 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.

12.5 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 that is 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 Chairperson shall govern.

12.6 The Parties may agree to the use of a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions.

### **ARTICLE 13: PROBATION**

13.1 A newly hired employee shall be known as a probationary employee until she has actually worked and successfully completed 450 hours of work.

13.2 On or before the expiry date of the initial probationary period, the Employer will confirm, to the employee, the decision to:

- (a) confirm the employee's appointment as having successfully completed her probation; or
- (b) terminate the employee.

13.3 It is recognized that probation is a period during which the Employer has the right to assess an employee to determine whether such employee is, in the sole discretion of the Employer, acceptable for employment. It is therefore recognized that probationary employees may be terminated at the sole discretion of the Employer during the probationary period.

### **ARTICLE 14: SENIORITY**

14.1 Seniority will be considered in matters pertaining to job postings, job transfers, lay-off and recall from lay-off, subject to the other provisions of this Agreement.

14.2 The parties recognize that job security will increase based upon seniority that is accumulated in accordance with this Agreement. Seniority will operate on a classification basis for such matters as lay-off, recall and call-in work assignments. Seniority will operate on a bargaining unit wide basis for the purposes of job posting, job transfers and as set out below.

14.3 Probationary employees shall not accumulate seniority until successful completion of the probationary period. After an employee has successfully completed the probationary period, her name shall be placed on the seniority list and her seniority shall be based upon the number of hours worked since the employee's most recent date of hire.

14.4 The seniority of employees shall be computed on the basis of hours actually worked within their classification since their last date of hire. Employees will accumulate seniority on the basis of one (1) year for each 1,950 hours worked, one (1) month for each 162.5 hours worked and one (1) week for each 37.5 hours worked.

***Lay off Procedure***

14.5 If one or more employees in a classification are to be laid off for more than five consecutive regular days on which the employee(s) would normally be scheduled to work the following lay-off procedure shall apply:

14.6 Employees will be laid off having regard to their classification seniority. There will be five classifications and they will be comprised of the following:

- (i) laundry and housekeeping attendants;
- (ii) kitchen and dietary attendants;
- (iii) Resident Care Workers;
- (iv) Registered Nursing staff; and
- (v) Students.

14.7 The Employer will lay off in the classification where the lay-off(s) is to be made in the following order: probationary employees; part-time employees; full-time employees in each classification with the most senior employees in the classification being the last to be laid off and the first recalled provided that the remaining employees in the classification have the requisite qualifications, ability and availability, to perform the work available.

14.8 If one or more employees in a classification are to be laid off, an employee who is to be laid off from within her classification may bump an employee with the least classification seniority in another classification. The bumping employee in these circumstances must have the requisite qualifications, ability and availability, that are necessary to immediately perform the duties in such other classification. In addition, if the employee is bumping into a higher classification in these circumstances, the employee must also have previously worked in the classification.

14.9 An employee who is permitted to bump into another classification will take her accumulated seniority into such other classification and will be paid the prescribed rate of pay for the classification into which she has bumped in accordance with her accumulated seniority and in accordance with Schedule A.

14.10 New employees will not be hired until those laid off and who have retained seniority have been given an opportunity to return to work following a recall. Recall of laid off employees who have retained seniority will be based upon their classification seniority and in accordance with item 14.7 above.

14.11 Notwithstanding anything herein contained, it is hereby agreed that there is no right of recall for probationary employees who are laid off. The Employer will have the right, however, to recall a probationary employee, in its own discretion.

14.12 When employees are recalled by the Employer, they will be notified by registered mail or by telephone at their last place of residence, or at their last telephone number, known to the Employer. It shall be the duty of each employee to notify the Employer in writing promptly, of any change in address and telephone number. If an employee fails to do so, the Employer will not be responsible for failure of a notice to reach such employee.

14.13 The Employer shall update and post the seniority list in each classification in January and July of each year showing the seniority and accumulated hours of work of each regular seniority employee. The Employer shall supply the Union with a copy of each updated seniority list. The Union will then have a period of thirty (30) calendar days within which to challenge the list. If no challenge is received by the Employer in writing within the said thirty (30) day period, the seniority of each employee will be deemed to be conclusive thereafter.

**ARTICLE 15: LOSS OF SENIORITY AND DEEMED TERMINATION**

15.1 An employee's seniority rights once acquired shall cease to exist and the employee shall be deemed to be terminated, if an employee:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged and such discharge is not reversed through the Grievance or Arbitration Procedure;
- (c) utilizes a leave of absence, for purposes other than those for which the leave was granted, or engages in gainful employment elsewhere while on a leave of absence, or who fails to report for duty on the first (1st) day following the expiration of a leave of absence, vacation or suspension, unless the employee has first obtained the written consent of the Employer or the employee provides a reasonable explanation, which will be considered by the Employer;
- (d) is laid off for a continuous period of six (6) months where her length of seniority is less than six (6) years; is laid off for a continuous period of twelve (12) months where her length of seniority is between six (6) years and ten (10) years; is laid

off for a continuous period of eighteen (18) months where her length of seniority is more than ten (10) years;

- (e) fails to notify the Employer of an intention to return to work within three (3) days of being notified of recall by registered mail or by telephone or failure to return to work within three (3) days after being notified of recall by registered mail or by telephone, unless a reasonable explanation is given, which will be considered by the Employer;
- (f) has been absent for three (3) consecutive days without having notified the Employer, in which case the employee shall be deemed to have quit without notice, unless a reasonable explanation is given, which will be considered by the Employer;
- (g) leaves the Employer's premises during regular working hours (not including meal breaks and rest periods) without the permission of the employee's immediate supervisor; or
- (h) retires

15.2 The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent.

**ARTICLE 16: JOB POSTING, HIRING AND TRANSFERS**

16.1 In the event that a permanent bargaining unit job vacancy occurs, the Employer will have the option to postpone or not fill the permanent vacancy as it deems appropriate, or, to consolidate the vacant position with another position within the Facility. Once the Employer decides to fill a vacant position, the position will be posted for a period of five (5) days, exclusive of weekends and paid holidays. The posting will stipulate the classification, the qualifications, skills, availability and ability required as well as the shifts, expected hours of work, the rate of pay and the start date.

16.2 Temporary vacancies that are expected to be for less than thirty (30) days need not be posted and if the Employer wishes to fill the vacancy, it may be filled by assigning available hours to an employee within the classification who can satisfy the criteria set out in Article 16.1 and who is ready, willing and able to work all of the scheduled hours that are offered by the Employer at the time of this kind of temporary vacancy.

16.3 In the event two (2) or more employees apply for a vacant position that is posted, the Employer shall consider the qualifications, skills, availability, ability and seniority of the applicants. Where the above factors are relatively equal, the applicant with the greatest seniority will fill the vacancy.

16.4 An employee who wishes to be considered for the posting shall sign the posting.

16.5 The successful employee's name will be posted and the employee will be notified.



16.6 The Employer will have the right to hire from the outside work force, provided that it determines there are no applicants who can satisfy the criteria in Article 16.1 or, if there are no internal applications received by 10:00 a.m. on the fifth (5th) day following the posting date.

16.7 A successful applicant will undergo a trial period of two hundred and forty (240) hours of work which is inclusive of any orientation that the Employer may provide to the successful applicant.

16.8 The successful applicant shall become permanent at the end of the trial period unless:

- (a) the employee, at any time within the trial period, feels that she is not suitable for the position and wishes to return to her former position; or
- (b) the Employer, at any time within the trial period, determines that the employee is not suitable for the position and requires that she return to her former position, in which case the Employer shall provide the employee with reasons based on the employee's work-related performance during the trial period;
- (c) in the event of either (a) or (b) above, the employee will return to her former position. Any other employee transferred as a result of the re-arrangement of positions shall also be returned to her former position.

16.9 Any subsequent vacancies created by the job posting procedure shall be limited to four (4).

**ARTICLE 17: LABOUR MANAGEMENT COMMITTEE**

17.1 The Employer and Union agree to form a Labour Management Committee in accordance with the Letter of Understanding appended to this Agreement.

**ARTICLE 18: HOURS OF WORK**

18.1 The following is intended to define the normal hours of work for employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

18.2 The work week for regular full-time employees will be up to seventy-five (75) hours bi-weekly, exclusive of meal periods.

18.3 The normal weekly hours is referred to for the purposes of computing overtime only.

18.4 It is agreed and understood that actual starting and quitting times may be adjusted by the Employer from time to time for legitimate business purposes.

### ***Work Schedules***

18.5 The Employer will post a master schedule which will be subject to change for exceptional circumstances that may arise from time to time as referred to in Article 18.6. The master schedule will repeat itself in a four week cycle.

18.6 It is understood that in its efforts to adhere to a master schedule, there may be circumstances which will result in the Employer having to depart from a master schedule from time to time, including: (i) in order to cover shifts as a result of another employee being absent for any reason whatsoever; (ii) in order to accommodate the operating requirements of the Home; (iii) in cases of emergency or unforeseen circumstances; and (iv) in order to accommodate employee requests for exchange of work shifts or exchange of days off.

18.7 The master schedule will be in respect of a four (4) week period and will reflect a schedule that the Employer will establish for the different departments in the Facility.

18.8 The Employer will post its work schedule seven (7) days in advance of the week in which employees are required to work.

18.9 Employees who wish to exchange scheduled working days and days off with other qualified employees in their respective departments, may do so with the authorization of the Employer and such authorization will not be unreasonably withheld. A request to exchange scheduled working days off or scheduled working days must be submitted in writing to the Employer for approval at least forty-eight (48) hours in advance of the requested exchange except in cases of emergency. It is understood that any exchange of work shifts or in days off that are authorized by the Employer must not conflict with any other terms of this Agreement and must not result in the payment of any overtime premium payments of any kind to the employee(s) concerned. An employee not showing up for work on a signed and approved shift exchange will be considered as a no show absence on her/his record.

18.10 The Employer will endeavour to schedule full-time employees so that they have every other weekend off. It is understood that this may not be possible to achieve in cases where the Employer has allowed employees to exchange scheduled shifts or scheduled days off.

18.11 Employees who work on the night shift, when the change from daylight saving time to standard time or vice-versa occurs, will be paid straight time for the exact number of hours worked during the shift.

18.13 Each call-in from the call-in list will be referred to on a call-in sheet so as to indicate whether the hours of work were "accepted", "no answer" or "refused". A "No answer" will count as a refusal for the purpose of a call-in. An employee who is not available to come to the phone if the call is answered, will be expected to have instructed the person answering the call as to their availability otherwise the call will be marked as "refused". An answering machine will be considered as a "no answer".

18.14 It is understood that the Employer will not be obliged to offer a call-in assignment to any employee on the call-in list when such assignment would result in a conflict with another article of this Agreement or, in the payment of any premium or overtime payment. In the event that the Employer elects to offer a call-in assignment to an employee who would be in a position

to earn an overtime premium as a result of working the additional hours from the call-in request, the Employer will pay the overtime premium for that portion of the work assignment which attracts the overtime premium.

It is understood that when the Employer elects to offer call-in assignments which would attract an overtime premium, such assignments will be offered to employees on the call-in list on a rotating basis within the classification, starting with the senior employee for the applicable classification on the call-in list.

18.15 It is understood that employees who cannot attend at work to work their scheduled shift as a result of an illness or injury, will endeavour to notify the Employer at least two (2) hours in advance of the commencement of their scheduled shift.

18.16 (a) An employee will not be scheduled to work both Christmas Day and New Year's day in the same holiday season, unless the employee agrees.

(b) An employee who works Christmas in one year will not be required to work Christmas in the next year, unless the employee agrees.

18.17 Monthly staff meetings are not mandatory and will not be paid for by the Employer. All mandatory meetings and in-services will be paid for at the straight time hourly rate.

## **ARTICLE 19: WAGES**

19.1 The Company agrees to pay and the Union agrees to accept, during the term of this Agreement, the wage rates set out in Schedule A attached hereto.

19.2 Dietary Aides who perform relief work in the Assistant Cook Classification will be paid an additional amount of One Dollar and Twenty Cents (\$1.20) per hour in respect of such hours worked as a relief Assistant Cook.

19.3 Assistant Cooks who perform relief work in the Cook classification will be paid an additional amount of One Dollar and Twenty Cents (\$1.20) per hour in respect of such hours worked as a relief Cook.

19.4 The Employer shall pay wages bi-weekly and the pay day will be on a Thursday in each bi-weekly period. On each pay day, each employee shall be provided with an itemized statement of his/her wages and deductions.

### **19.5 *Retroactivity***

It is understood and agreed that wage adjustments only will have retroactive effect and wages will be adjusted to reflect the agreed upon wage increases set out herein, retroactively to January 1, 2012.

### **19.6 *Shift Premium***

Effective June 1, 2007, full-time employees who have completed probation and who are required to work through the entire night shift (ie. 11:00 P.M. through 7:00 A.M.) or, the entire evening shift (ie. 3:00 P.M. through 11:00 P.M.) will receive a shift premium of fifteen cents (0.15¢) for each hour worked on such shifts. Shift premium will not be paid for any hour in respect of which an employee receives overtime premium and shift premium will not form part of an employee's straight time hourly rate of pay.

### **19.7 *Night Shift Premium for a Resident Care Worker***

The Employer will pay to an RCW who is designated by the Employer as the Charge RCW of the Facility on the night shift, an hourly premium for regular hours actually worked during such shift in an amount that is in addition to but not included in the designated Charge RCW's regular rate of pay as follows:

Effective January 1, 2008 – One dollar (\$1.00) per hour.

This premium is not included in the employee's regular hourly rate of pay for such purposes as overtime and holiday pay premiums, but will be paid in addition to the employee's hourly rate of pay.

## **ARTICLE 20: OVERTIME**

20.1 All overtime must be authorized by the Employer.

20.2 Overtime will be paid for all hours authorized by the Employer and worked over 75 hours bi-weekly at the rate of time and one-half the employee's regular hourly rate of pay. Overtime will be based upon the employee's regular rate of pay as set out in Schedule A, and there will be no pyramiding of overtime rates under this Agreement.

20.3 Employees will not be required to take time off in lieu of overtime worked unless mutually agreeable between the Employer and the employee concerned. Time off in lieu will be calculated based upon the rate of pay in effect when the overtime was earned.

20.4 If a department must work short due to an unscheduled shortage, a premium of one dollar (\$1.00) per hour, per employee in the department for such said shift will be paid.

## **ARTICLE 21: PAID HOLIDAYS**

21.1 (a) Full-time seniority employees who have been employed for three (3) months or more will receive the following paid holidays:

1. New Years Day
2. Victoria Day

3. Labour Day
4. Good Friday
5. Canada Day
6. Christmas Day
7. Boxing Day
8. Thanksgiving Day
9. Civic Holiday in August
10. Employees will have two (2) Float Holidays

Except as otherwise provided in this Agreement, a full-time employee is entitled to receive a holiday with pay on each of the holidays referred to above falling within the period of her employment.

21.2 Authorized work performed on a paid holiday will be paid at the rate of one and one-half times the employee's regular hourly rate of pay.

21.3 No employee will be entitled to be paid holiday pay for a holiday when she has not worked and earned wages for at least 12 days during the 30 calendar day period immediately preceding the holiday.

21.4 No employee will be entitled to be paid for a holiday on which she did not report for work after having agreed to work.

21.5 In order to qualify for a paid holiday, an employee must work her full scheduled shift immediately preceding and immediately following all paid holidays unless prevented from doing so as a result of an illness or accident.

21.6 Employees who qualify for holiday pay may receive pay (not to exceed 7.5 hours) on the basis of the number of hours that they would have worked had there been no holiday, at their regular rate of pay.

21.7 In the event that one of the above named holidays falls on an employee's regular day off or during her vacation period, and the employee qualifies for holiday pay, the holiday pay and time off will be scheduled not later than sixty (60) days of the named holiday, at a time that is mutually agreed upon between the employee and the Employer. In the event that the employee wishes to take the holiday at a later time, the employee must advise the Employer at least two (2) weeks prior to the date of the requested holiday. In the event that the employee and the Employer are unable to agree on another date, the Employer will pay one days' pay at the employee's regular rate of pay.

21.8 Part-time employees will be eligible for the eight (8) holidays as set out in the *Employment Standards Act*.

**ARTICLE 22:        VACATION**

22.1 For the purposes of calculating eligibility, the vacation year will be the period from January 1<sup>st</sup> to December 31<sup>st</sup>, effective 2006.

22.2 The periods during which employees will take vacation will be determined by the Administrator of the Facility having due regard for departmental seniority and for the proper operation of the Facility. Employees will submit their requests for preferred vacation dates and in the event that there is a conflict within a department in the selections by employees, such conflicts will be resolved on the basis of departmental seniority.

22.3 Vacations are not cumulative from year to year and all vacations must be taken within the twelve month period immediately following the December 31<sup>st</sup> cut off date. Employees will not be permitted to waive vacation.

22.4 Vacation requests must be submitted to the Employer by April 15th in each year.

22.5 The Employer will respond to vacation requests by posting the vacation schedule by May 15th in each year. It is understood that employees who do not submit a timely vacation request will not have priority over any employee who has submitted a timely request.

22.6 Employees who have not completed probation as of December 31<sup>st</sup> will receive four percent (4%) of gross earnings during the vacation year and will be granted one (1) day's vacation for each completed month of service to a maximum of ten (10) days.

22.8 Employees with one (1) year of continuous service as at December 31<sup>st</sup>, will receive two (2) weeks vacation with vacation pay of four percent (4%) of gross earnings for the vacation year.

22.9 Employees with four (4) years of seniority as at December 31<sup>st</sup>, will receive three (3) weeks vacation with vacation pay of six percent (6%) of gross earnings for the vacation year.

22.10 Employees with ten (10) years of seniority as at December 31<sup>st</sup>, will receive four (4) weeks with eight percent (8%) of gross earnings for the vacation year.

22.11 Employees with fifteen (15) years of seniority as at December 31<sup>st</sup>, will receive five (5) weeks vacation with ten percent (10%) of gross earnings for the vacation year.

22.12 Employees with twenty-five (25) years of seniority as at December 31<sup>st</sup>, will receive six (6) weeks vacation with twelve (12%) of gross earnings for the vacation year.

22.13 Any employee who leaves the employ of the Employer due to separation or lay-off (as the case may be) will receive her vacation pay based on gross earnings between the most recent January 1st and the date of separation or lay-off.

22.14 Vacation pay will be paid to employees on the regular pay day of their scheduled vacation, unless the Employer is advised otherwise.

**ARTICLE 23: BENEFITS**

23.1 The Employer agrees to pay the Employer's portion of the premiums for the benefits referred to herein and it is understood that the Employer's obligation pursuant to this Agreement is to contribute the specified amounts of premium for the insurance benefits provided.

23.2 The Employer agrees to pay one hundred percent (100%) of the premiums for life insurance and accidental death and dismemberment coverage of \$30,000.00 for each full-time seniority employee.

23.3 Full-time employees who have nine (9) months or more of seniority will be eligible to participate in an Extended Health Care Plan (without semi-private coverage) having a \$25.00/\$50.00 deductible, on the following cost sharing basis during the term of this Agreement:

- The Employer will contribute eighty percent (80%) of the cost of the premium and the employee will contribute twenty percent (20%) of the cost of the premium.

23.4 Full-time employees who have one (1) year or more of seniority will be eligible to participate in a Dental Plan (Blue Cross #9 or equivalent) that has a three (3) year time lag to the ODA rates schedule. The Dental Plan will have a nine (9) month recall provision in the Plan. The shared cost arrangement will be based upon the Employer contributing sixty percent (60%) of the premium, and the employee contributing forty percent (40%) of the premium.

23.5 The parties agree that part-time employees may elect to participate in the benefit programs that are in effect, on a pro-rated basis according to the number of hours that they have worked in relation to full-time hours (i.e. seventy-five (75) hours bi-weekly exclusive of meal periods). It is agreed that the benefits will be pro-rated by determining the hours that a part-time employee has worked in a six (6) month pre-determined period in relation to nine hundred and seventy-five (975) hours. The pre-determined period will be January 1 to June 30 and July 1 to December 31 in each year during the term of this Agreement. The calculation of pro-ration percentage will be determined by dividing the number of hours worked by the employee in the predetermined six (6) month period by nine hundred and seventy-five (975) and then multiplying by one hundred (100).

23.6 The Employer will not be responsible for the contribution of its share of premiums or for any payment in the event that an employee is otherwise covered for any benefit. In the event that an employee becomes disentitled to such other benefits at any time, the employee will have the option to participate in the benefits as prescribed herein.

23.7 Employees will have their respective applicable share of the contribution to the cost of benefits deducted from their pay bi-weekly.

23.8 The Employer will have the right to select the insurance carrier of its choice in respect of any of the benefits provided herein and will make every effort to identify a carrier that will provide benefits at the most economical premiums. It will be the responsibility of the employee to resolve any disputes concerning payment of benefits directly with the insurer. However, the Employer will endeavour to assist the employee in resolving any dispute with the insurance

carrier. The Employer will supply the Union with a copy of the insurance policy in respect of the benefits referred to herein.

23.9 Any coverage pursuant to any of the benefits provided herein will be subject to the terms and conditions of the insurance carrier's policy or policies, as the case may be, or the carrier's contract with the Employer.

23.10 It is understood that no benefits will accrue to or be paid to any employee who is on a leave of absence unless otherwise required by law. However, eligible employees on a leave of absence who have retained their seniority will accrue applicable benefits for up to a maximum of thirty (30) days from the commencement of the leave of absence unless otherwise required by law (ie. the Employment Standards Act, the Workplace Safety Insurance Act, etc.).

23.11 During pregnancy or parental leave, an employee can continue to participate in the benefits cost sharing arrangement set out above unless she elects in writing not to do so. During such leaves, the Employer will continue to make its contributions to the carrier unless the employee gives the Employer a written notice that the employee does not wish to pay the employee's contributions, in which case the benefits will be discontinued.

23.12 Effective January 1, 2011, the Employer will match a seniority employee's contributions into a RRSP to a maximum of one percent (1%) of a seniority employee's earnings.

23.13 Full-time employees who have one (1) year or more of seniority will be eligible to participate in a Prescription Eye Glasses contributing sixty percent (60%) of the premium, and the employee contributing forty percent (40%) of the premium. This benefit will cover a maximum of \$250.00 every twenty four months for the employee for single coverage or for the employee and the employee's immediate family members for family coverage.

#### **ARTICLE 24: SICK LEAVE**

24.1 Sick leave credits are for the sole purpose of providing income protection for full-time employees who are legitimately ill and unable to report to work as scheduled.

24.2 Effective the calendar year, 2007, full-time employees who have completed probation will be entitled to earn sick leave credits at the rate of one (1) day for every 162.5 hours actually worked to a maximum of fifteen (15) days.

24.3 Employees will be advised in writing of the amount of sick days banked on or about January 2<sup>nd</sup> and July 2<sup>nd</sup> of each calendar year.



**ARTICLE 25:        LEAVES OF ABSENCE**

25.1 Where practicable, the Employer shall have the discretion to grant a leave of absence without pay for legitimate reasons, provided only, that the Employer receives at least two (2) weeks' advance notice in writing and provided that such leave may be arranged without undue inconvenience and disruption to the normal operations and services provided by the Employer and such discretion shall not be unreasonably exercised. Applicants, when applying, must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing within ten (10) days following the date of the employee's request to the Employer.

25.2 No employee will accumulate seniority while the employee is on leave of absence, but seniority established at the point of leave will be reinstated upon return to work.

**25.3    *Pregnancy and Parental Leave***

The Employer will comply with the requirements of the Ontario *Employment Standards Act* with respect to maternity leave and parental leave.

**25.4    *Bereavement Leave***

An employee who has completed the probationary period and is bereaved of a spouse, common law spouse (where the spouse and the employee have co-habited for twelve (12) continuous months or more and the employee publicly represents such person as her spouse), parent, child, sister or brother, grandparents or grandchildren shall be granted a leave of absence of up to three (3) days with pay, provided the employee attends the funeral. If bereaved of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, then the leave shall be of one (1) day with pay. An employee who has not completed the probationary period shall be granted a leave of absence, however, such leave will be without pay. Probationary employees will be entitled to payment upon completion of their probationary period.

If the employee is not able to attend the funeral or memorial service as the case may be, the leave of absence shall be for one (1) day with pay.

25.5 Bereavement leave pay shall only be paid in respect of days upon which the employee was otherwise scheduled to work, but for the leave.

**25.6    *Jury Duty Leave***

The Employer will grant a leave of absence to an employee who serves as a juror in any court. The Employer will pay such the employee the difference between her regular earnings and the payment received for jury services. This will be effected by the employee signing over her jury fees to the Employer, with the exception of expenses, meal allowance, travel allowance and the Employer will continue her regular wage payments. The employee shall notify the Employer immediately after selection for jury duty and of the dates she is to serve on jury duty. The employee will come to work during those regularly scheduled hours that she is not required to attend at court where possible and reasonable to do so. The employee will provide the Employer with a signed document from the clerk of the court stating the days and times that the employee was in attendance.

### 25.7 *Union Leave*

It is agreed that upon making a written request to the Employer, a leave of absence without pay will be granted to not more than two (2) employees at the same time (with each employee being from a different department) in order to attend Union conventions, conferences, or other Union business, such leave will not be unreasonably denied. The Union will make a written request for a leave of absence not less than two (2) weeks prior to the commencement of the leave and will also identify the employee(s) from the department(s) in respect of whom the leave is sought. Employees will not be on such leave for more than five (5) consecutive days at any one time and the total aggregate of such leaves will not exceed twenty-five (25) days in each year of the term of this Agreement.

It is agreed that in granting such leaves, the Employer will continue to provide the employee(s) with her regular wages and benefits for the period of such leave and then submit an account to the Union for the employee's wages and benefits during the leave. The Union will promptly reimburse the Employer upon receipt of the account. An employee will continue to accumulate seniority during such leave of absence.

## **ARTICLE 26: GENERAL CONDITIONS**

26.1 The Employer agrees that notices concerning Union activities may be posted on a bulletin board provided by the Employer. All Union notices must be signed by proper officials of the Local Union and submitted to the Employer for approval before being posted and such approval will not be unreasonably withheld. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Employer without the Employer's approval. No change shall be made in any such notice either by the Employer or by the Union after it has received approval by the Employer.

### 26.2 *Medical Reports*

The Employer will have the right to require the production of a physician's medical report from an employee who is ill or injured, or from an employee who has been ill or injured, or from an employee who wishes to return to work following an illness or injury. The report will include the physician's opinion as to when or whether the employee will be capable of resuming his normal duties and whether the employee will be capable of regularly attending at work in the future.

It is understood that the Employer will also require the production of medical reports from employees in cases where the Employer has reason to doubt that an employee has been absent from work as a result of an illness or injury as claimed by an employee.

Where the Employer requires the production of a medical report, the Employer will reimburse the employee for the cost of the report if any to a maximum reimbursement of thirty (30) dollars per calendar year, provided the employee has produced proof of payment to the Employer.

### 26.3 *No Pyramiding*

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

26.4 ***Commitment to Improve Labour Relations***

- (a) The Union and the Employer will work with one another in earnest and in good faith with a view to improving the labour relations within the Facility and with a view to discussing ways and means by which the parties can ensure that Riverwood Retirement Home is viable and competitive at all times.
- (b) The Employer will schedule meetings with its bargaining unit employees from time to time during the term of this Agreement with a view to communicating information that it wishes the employees and the Union to consider including information with respect to the financial performance of the Facility. It is understood that the Union Representative will be invited to attend any such meetings and to meaningfully participate. The Union agrees that it will promote and encourage all employees to attend any such meetings and to meaningfully participate with a view to creating a workplace that has improved communications as between the Employer and its employees.
- (c) The Union and the Employer have agreed that during the term of this Agreement, they will work co-operatively with a view to creating and maintaining a working and bargaining relationship that is more positive and with a view to improving relations between the Employer and its employees and the Union. To this end, the Union, the Employer, and the Union bargaining committee are committed to establishing a more harmonious work environment that encourages more open discussions which address the concerns of the Employer, and the bargaining unit employees.

The Union and the Employer may mutually agree to engage an outside facilitator to assist them in their efforts to improve and establish harmonious labour relations at the Facility.

26.5 ***Uniforms***

Employees who have completed probation, will be paid a uniform allowance in the amount nine cents (0.09¢) per regular hour worked effective January 1, 2012 towards the purchase, laundering and repair of uniforms that are required to be worn as directed by the Employer. The uniform allowance will not form part of an employee's regular hourly rate of pay for such purposes as overtime and holiday pay premiums, but will be paid in addition to the hourly rate of pay. The accrued uniform allowance will be paid to employees once each calendar year, on the first pay period following July 1<sup>st</sup>.

**ARTICLE 27: INTERPRETATION**

27.1 Where the masculine or feminine pronoun is used in this Agreement, it shall mean and include the opposite pronoun where the context so appears. Where the singular is used it may also be deemed to mean the plural within the appropriate context.

27.2 "Employee" as used in this Agreement shall mean those persons described in the bargaining unit set forth in Article 2.1

- (a) A "full-time employee" shall be defined as an employee who regularly works more than twenty-four (24) hours per week on a continuing basis.
- (b) A "regular part-time employee" shall be defined as an employee who is regularly scheduled and works twenty-four (24) hours or less per week.
- (c) A "relief part-time employee" shall be defined as an employee who works on a relief or ad hoc basis and may be called and/or scheduled as required by the Employer after all regular part-time employees, and full-time employees who have not achieved their maximum seventy-five (75) hours in a two (2) week period, have indicated a refusal to work the extra shifts. Such employee will be expected to be available to work shifts upon request by the Employer.

It is understood that the Employer will recognize the integrity of the relief part-time position, and will not make unreasonable requests for additional work by such employees. However, it is also understood that unreasonable or consistent refusal by such employee to work additional days upon request may result in disciplinary measures, including dismissal being instituted by the Employer.

**ARTICLE 28: DURATION**

28.1 This Agreement shall be in effect from January 1, 2012 and shall continue up to and including December 31, 2014.

28.2 Notice that amendments are required may only be given within the period of not more than ninety (90) days prior to the expiration date of this Agreement.

28.3 This Agreement may be amended by mutual consent of the Parties.

28.4 This Agreement will become effective as of the date of its execution by the Parties.

28.5 Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed.

IN WITNESS WHEREOF the parties have signed this Agreement this 9<sup>th</sup> day of March, 2012.

RIVERWOOD RETIREMENT HOME

UNITED STEELWORKERS OF AMERICA

*Ruth E. Green*

*Jerry H. O'S*

*Donald E. L...*

*Walter F...*

*John H...*

**SCHEDULE A - WAGES**

<b>DIETARY AIDE AND HOUSEKEEPING AIDE</b>			
	<i>January 1, 2012 (1.5% increase)</i>	<i>January 1, 2013 (1.5% increase)</i>	<i>January 1, 2014 (1.5% increase)</i>
Probation	\$12.84	\$13.03	\$13.22
Start	\$13.15	\$13.34	\$13.54
1 Year	\$13.58	\$13.78	\$13.98
2 Years	\$14.07	\$14.28	\$14.49
3 Years	\$14.71	\$14.93	\$15.15
<b>RESIDENT CARE WORKER</b>			
	<i>January 1, 2012 (1.5% increase)</i>	<i>January 1, 2013 (1.5% increase)</i>	<i>January 1, 2014 (1.5% increase)</i>
Probation	\$12.84	\$13.03	\$13.22
Start	\$13.26	\$13.46	\$13.66
1 Year	\$13.68	\$13.88	\$14.09
2 Years	\$14.21	\$14.42	\$14.63
3 Years	\$14.83	\$15.05	\$15.27
<b>ASSISTANT COOK</b>			
	<i>January 1, 2012 (1.5% increase)</i>	<i>January 1, 2013 (1.5% increase)</i>	<i>January 1, 2014 (1.5% increase)</i>
Probation	\$14.39	\$14.60	\$14.82
Start	\$14.83	\$15.05	\$15.27
1 Year	\$15.33	\$15.56	\$15.79
2 Years	\$15.63	\$15.86	\$16.09
3 Years	\$15.99	\$16.23	\$16.47

REGISTERED NURSING STAFF					
	January 1, 2012 <i>(1.5% increase)</i>		January 1, 2013 <i>(1.5% increase)</i>		January 1, 2014 <i>(1.5% increase)</i>
Probation	\$18.47		\$18.74		\$19.02
Start	\$18.80		\$19.08		\$19.36
1 Year	\$19.12		\$19.40		\$19.69
2 Years	\$19.55		\$19.84		\$20.13
3 Years	\$19.88		\$20.18		\$20.48

Re: Unregulated Care Provider ("UCP") - An employee who is designated by the Employer as the Unregulated Care Provider ("UCP") will receive a premium of two dollars and fifty cents (\$2.50) per hour over and above their regular rate of pay for all hours in the shift in which they are working as a UCP.

No employees' rate of pay will be reduced as a result of the prescribed rate of pay as shown in this Schedule A. To the extent that any employee who is currently working in the Facility as an RPN, earns more than the prescribed rate of pay, such employee will receive the general wage increases that have been agreed upon in respect of all other classifications.

\* Any employee who is receiving a rate that is above the wage grid will be red-circled and will be given a general wage increase in each year and the rate will remain the same until the employee's rate matches the rate on the grid.

\*\* Students who are in the employ of the Employer as at date of ratification will have their current rate of pay red-circled for the term of the Collective Agreement and for as long as they continue to be employed by the Employer. Students who are hired following the date of ratification of this Agreement will be paid the following hourly rates:

March 1, 2010: Probation - \$9.60 per hour. After Probation: \$9.70 per hour.

**LETTER OF UNDERSTANDING No. 1**

BETWEEN:

**RIVERWOOD RETIREMENT HOME**

(hereinafter called the "Employer")

- and -

**UNITED STEELWORKERS OF AMERICA**

(hereinafter called the "Union")

**Re: MEDICAL REPORTS**

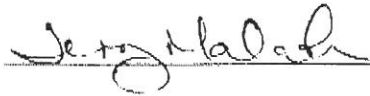
It is understood that the Employer does not intend to arbitrarily require employees returning to work following a leave of absence due to illness or injury to produce a medical report in every case of illness or injury. The Employer will likely require the production of a medical report in cases of extended absences due to illness or injury and communicable illness and in cases of short leaves of absence in which the Employer has reason to believe that there is an abuse of such leaves or that a pattern of absenteeism has emerged which suggests abuse or impropriety (i.e. the employee repeatedly taking leaves which coincide with holidays, days off, vacations, etc.).

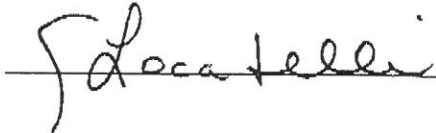
DATED this 9<sup>th</sup> day of March, 2012.

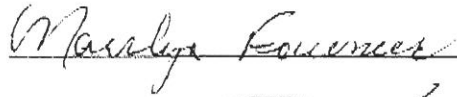
**RIVERWOOD RETIREMENT HOME**

**UNITED STEELWORKERS OF AMERICA**

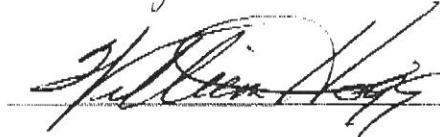
  
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**LETTER OF UNDERSTANDING No. 2**

BETWEEN:

**RIVERWOOD RETIREMENT HOME**

(hereinafter called the "Employer")

- and -

**UNITED STEELWORKERS OF AMERICA**

(hereinafter called the "Union")

**Re: TEMPORARY POSTINGS**

With respect to Article 16.1, it is understood that the Employer may also wish to fill a temporary vacancy in circumstances in which an employee has in fact been absent for more than 30 days notwithstanding the Employer's expectation that the vacancy would be for less than thirty (30) days. It is also understood that a part-time employee who successfully bids on a temporary full-time vacancy that may be posted by the Employer, will continue to be considered as a part-time employee for all purposes of the collective agreement.

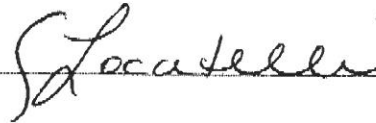
DATED this 9<sup>th</sup> day of March, 2012.

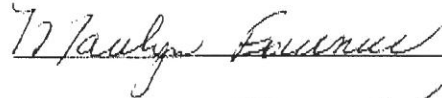
**RIVERWOOD RETIREMENT HOME**

**UNITED STEELWORKERS OF AMERICA**


  
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**LETTER OF UNDERSTANDING No. 3**

BETWEEN:

**RIVERWOOD RETIREMENT HOME**

(hereinafter called the "Employer")

- and -

**UNITED STEELWORKERS OF AMERICA**

(hereinafter called the "Union")

**Re: SHIFT PREMIUM FOR CHARGE RCW**

The parties agree that notwithstanding Article 19.7 of the Collective Agreement, a full-time RCW who has completed probation and who works what is now the 4:00 PM to 8:00PM shift on the work schedule as an RCW, will be eligible for the shift premium that is referred to in Article 19.7 if she completes the entire scheduled shift. It is understood that this exception does not apply to students who work in the Facility from time to time.

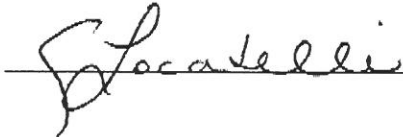
DATED this 9<sup>th</sup> day of March, 2012.

RIVERWOOD RETIREMENT HOME

UNITED STEELWORKERS OF AMERICA

  
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**LETTER OF UNDERSTANDING No. 4**

BETWEEN:

**RIVERWOOD RETIREMENT HOME**

(hereinafter called the "Employer")

- and -

**UNITED STEELWORKERS OF AMERICA**

(hereinafter called the "Union")


**Re: STUDENTS**

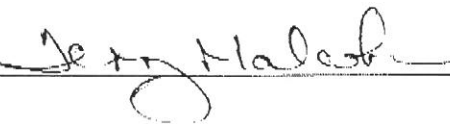
The Employer acknowledges that it will not hire students for the purpose of displacing the Employer's regular employees in any of the bargaining unit classifications.

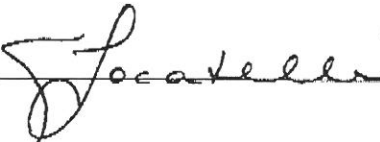
DATED this 9<sup>th</sup> day of March, 2012.

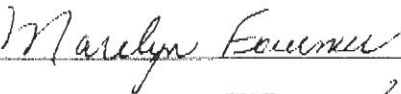
**RIVERWOOD RETIREMENT HOME**

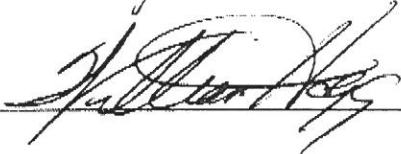
**UNITED STEELWORKERS OF AMERICA**

  
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**LETTER OF UNDERSTANDING No. 5**

BETWEEN:

**RIVERWOOD RETIREMENT HOME**

(hereinafter called the "Employer")

- and -

**UNITED STEELWORKERS OF AMERICA**

(hereinafter called the "Union")

**Re: CALL-IN ASSIGNMENT**


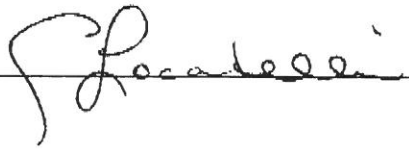
In the event that it becomes necessary for the Employer to call in an employee to fill a shift in any particular classification, the following procedure will be applied:

(a) Most senior part-time employee within the classification will be called. If there is a "no answer" or a refusal to accept the call-in assignment, the next senior employee within the classification will be contacted and so forth, until the classification call-in assignment is filled, or until all part-time employees within the classification have been contacted.

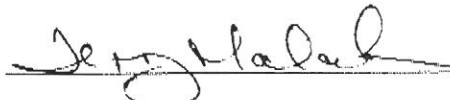
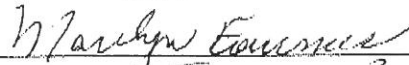
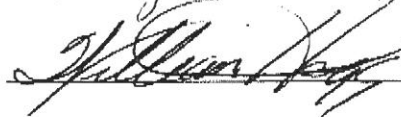
(b) In the event that the Employer cannot fill a call-in assignment based on (a) above, the Employer will then contact full-time employees within the classification in order of seniority until the call-in assignment is filled or until all full-time employees within the classification have been contacted.

DATED this 9<sup>th</sup> day of March, 2012.

**RIVERWOOD RETIREMENT HOME**

  
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**UNITED STEELWORKERS OF AMERICA**

  
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**LETTER OF UNDERSTANDING No. 6**

BETWEEN:

**RIVERWOOD RETIREMENT HOME**

(hereinafter called the "Employer")

- and -

**UNITED STEELWORKERS OF AMERICA**

(hereinafter called the "Union")

**Re: WORK SCHEDULES**

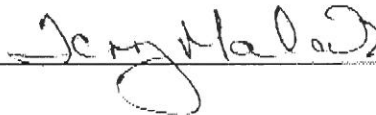
The Employer will endeavour to prepare work schedules while considering employees' preferences for shifts and while having due regard to the Employer's operational requirements, and to the Employer's need to have an appropriate number of experienced employees in each of the classifications that are required on each of the shifts.

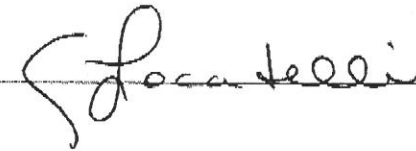
DATED this 9<sup>th</sup> day of March, 2012.

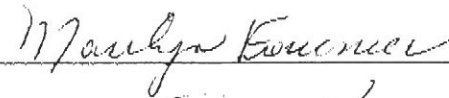
**RIVERWOOD RETIREMENT HOME**

**UNITED STEELWORKERS OF AMERICA**

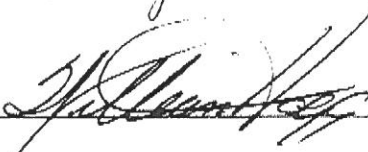
  
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**LETTER OF UNDERSTANDING No. 7**

BETWEEN:

**RIVERWOOD RETIREMENT HOME**

(hereinafter called the "Employer")

- and -

**UNITED STEELWORKERS OF AMERICA**

(hereinafter called the "Union")

**Re: NURSING REGISTRATION CERTIFICATES and C.P.R. CERTIFICATES**

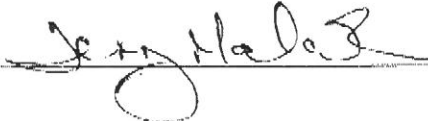
If an R.N. or R.P.N. does not show the Employer the renewal of her/his Nursing Registration Certificate in each calendar year by January 31<sup>st</sup>, or, if any staff member does not have a current C.P.R. certificate, such R.N., R.P.N. or staff member will have all shifts taken away without pay until such time that the C.P.R. certificate or confirmation of renewal of Nursing Registration Certificate (as the case may be) is obtained by the employee and produced to the Employer. It is understood that RCW's, Nurses, R.P.N.'s, Cook 1, and Assistant Cook are all required to have a current C.P.R. certificate.

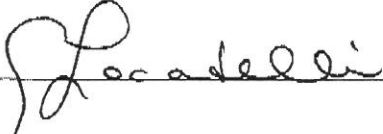
DATED this 9<sup>th</sup> day of March, 2012.

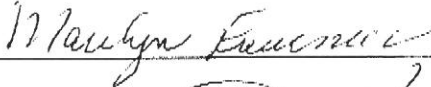
**RIVERWOOD RETIREMENT HOME**

**UNITED STEELWORKERS OF AMERICA**

  
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**LETTER OF UNDERSTANDING No. 8**

BETWEEN:

**RIVERWOOD RETIREMENT HOME**

(hereinafter called the "Employer")

- and -

**UNITED STEELWORKERS OF AMERICA**

(hereinafter called the "Union")

**Re: POLICE CHECKS FOR EMPLOYEES**

A Local Police Check (CPIC) and a Vulnerable Sector Check will be required at the cost of the Employee;

- For any new employee over the age of 18 who could be alone with a Resident
- For any current employee over the age of 18 who could be alone with a Resident

Every 5 (five) years a new Police Check will be required (at the cost of the Employee)

Every year, a signed affidavit (approved by the Union) must be signed by the Employee stating that there have been no criminal charges charged against the Employee, in the past year with regards to abuse, violence and/or sexual acts.

DATED this 9<sup>th</sup> day of March, 2012.

**RIVERWOOD RETIREMENT HOME**



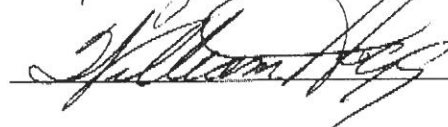


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**UNITED STEELWORKERS OF AMERICA**







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