

# **COLLECTIVE AGREEMENT**

- between -

## **ROGERS COVE**

**(1112650 Inc.)**

(Hereinafter referred to as the "Employer")

- and -

## **USWA**

**I.W.A. - Council C.L.C.**

**Local 1-1000**

*( United SteelWorkers of America )*

( Hereinafter referred to as the "Union" )

**September 28, 2004 to September 28, 2007**

# INDEX

---

<b>Article</b>	<b>Page #</b>
1. Purpose & Gender	1
2. Recognition	1
3. No Strikes or Lockouts	2
4. Management Rights and Responsibilities	2
5. Union Security	3
6. Union Representation	4
7. Bulletin Boards	5
8. Grievance and Arbitration Procedures	5
9. Discipline, Suspension and Discharge	7
10. Job Posting / Temporary Transfers	7
11. Seniority	9
12. Hours of Work, Overtime, and Scheduling	10
13. Call In Pay	12
14. Payment of Wages	13
15. Maternity/Parenting Leave	13
16. Leaves of Absences	13
17. Bereavement Leave	14
18. Jury Duty	14
19. Sick Leave and Wellness Pay	15
20. Personal Days	15
21. Paid Holidays	16
22. Vacation	16
23. Discrimination	17
24. Union Activity On Premises	18
25. Uniforms	18
26. Benefits	18
27. Schedule of Wages and Classification	20
28. General	20
29. Duration	20
Signing	21

## **ARTICLE - 1- PURPOSE & GENDER**

**1.01** The purpose of this Agreement is to provide safe, fair and equitable working conditions and compensation for all employees, to ensure the efficiency of the Employer's operation and to provide a means for the prompt settlement of any dispute which may arise.

**1.02** Usage of the feminine in this Agreement is for convenience only and will refer to both male and female employees wherever the context logically permits.

Similarly, where the singular is used it includes the plural and vice versa.

**1.03** Any reference to "day" or "days" in this Agreement refers to business days, and excludes Saturdays, Sundays and Holidays.

## **ARTICLE - 2 - RECOGNITION**

**2.01** The Employer recognizes the Union duly certified by the Ontario Labour Relations Board since November 22, 2002, as the sole and exclusive Bargaining Agent of all employees of 1112650 Ontario Inc. c.o.b. as Rogers Cove Retirement Home in the City of Huntsville, save and except supervisors, persons above the rank of supervisor, office, clerical and sales staff and students employed in a dietary role for serving and dishwashing. It is agreed that students will not do cooking or resident care duties. Students may also be at Rogers Cove for experienced based training, such as a co-op degree program or volunteering community service hours towards a high school diploma. It is understood that these student's program(s) will not result in the reduction of work hours for bargaining unit employees.

The parties recognize the following positions; Food Service Manager, Resident Services Manager and Community Relations Manager, and or a Registered Nursing position who perform supervisory functions, and who will continue to perform their existing functions.

**2.02** Persons outside the bargaining unit will not perform any of the functions customarily performed by bargaining unit employees where such could in itself result in the reduction of hours of work or layoff of bargaining unit members.

**2.03** An employee who is regularly scheduled on the Master Schedule to work 24 hours or more in a week is considered full-time. An employee who is regularly scheduled on the Master Schedule to work less than 24 hours in a week is considered part-time.

### **ARTICLE - 3 - NO STRIKES OR LOCKOUTS**

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

### **ARTICLE - 4 - MANAGEMENT RIGHTS & RESPONSIBILITIES**

**4.01** The Union recognizes and acknowledges that all Management rights and prerogatives and the direction of the working force, 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:

- 1)** to operate and manage the organization in every and in all respects;
- 2)** 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;
- 3)** select, hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees provided that a claim of discharge or discipline without cause of a regular full-time/part-time employee may be the subject of a Grievance and dealt with as hereinafter provided;
- 4)** 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 or technology to be used, the methods of operating and control of materials, goods, equipment or technology to be used, the control of materials and parts, the quality and quantity of services;
- 5)** 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, so long as none of these management rights are exercised in a discriminatory or arbitrary manner, and

- 6) 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.

## **ARTICLE - 5 - UNION SECURITY**

**5.01 a)** All employees are required to acquire and maintain membership in the Union as a condition of continued employment.

**b)** New employees will become Union members upon completion of their probationary period.

**5.02 a)** Employees will pay their Union initiation fee, monthly dues and assessments through payroll deductions which will be made by the Employer and remitted to the Union's Financial Secretary by the 15<sup>th</sup> of each month following the month in which the deductions are made.

With each remittance the Employer will include an itemized statement showing each employee's name in full, listed in alphabetical order, individual amounts and the total.

**b)** The amount of monthly dues, fees, assessments and any changes thereto, will be certified in writing by the Union.

Regular monthly dues will be divided and deducted according to regular pay periods. Any deduction which is missed will be made up the next pay period.

**5.03** The Union agrees to indemnify and save the Employer, its agents, and/or employees, harmless against any and all claims or any liability arising out of the correct application of this Article.

**5.04** The Employer will insert the amount of the regular monthly dues, exclusive of initiation fee and assessments, on each employee's T-4 slip.

## **ARTICLE - 6 - UNION REPRESENTATION**

- 6.01 a)** The Union will be represented by a Committee comprised of two (2) Stewards, one of whom will be the Chairperson of the Union Committee.
- b)** Stewards and Committee Members will be selected by the Union amongst employees who have completed their probationary period. Their names and effective date of office will be communicated to the Employer in writing by the Union.
- c)** Alternate Stewards may be selected in the same manner as the need arises for temporary replacement of regular Stewards.
- d)** The Union Committee may be assisted or represented by representatives from the Local and / or National levels of I.W.A. - CANADA C.L.C. in any matter or proceeding, in connection with this Agreement.

A Union Representative has the right to visit the premises and meet with employees, provided she obtains the permission of the Administrator, or in her absence, to the Administrator's designate, reasonably in advance of the planned arrival and 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.

- e)** 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.
- 6.02** Labour Management Relations Meeting: The Union Committee and the Employer will meet within one (1) month of ratification and every three (3) months or as required by either party, to deal with any matter pertaining to application, interpretation and administration of this Agreement.
- 6.03** The Employer will comply with the *Occupational Health and Safety Act*, and the Regulations that apply to its operation. The Employer will develop safety policy, as required in the above Act, and shall develop a program to implement that policy within the Joint Health and Safety Committee. The representatives of the Union comprised of two (2) members will be selected by the Union. The committee will be comprised of an equal number of representatives of the Union and the Employer.

**6.04** The Union Bargaining Committee will be comprised of the Union Chairperson and one additional member elected from the bargaining unit.

**6.05 a)** Stewards or Committee Members shall be paid their regular hourly rate for time spent while attending meetings with the Employer during their regularly scheduled working hours on the following conditions:

i) The Employer may at any time require that grievances be investigated outside of working hours if it considers that an undue amount of time is being consumed by any Steward or Committee Member during working hours.

ii) A Steward or Committee Member shall obtain the permission of the supervisor concerned before leaving his or her work and shall report to his or her supervisor upon his or her return to work. Such permission shall not be unreasonably withheld.

**b)** Up to two (2) Stewards or Committee Members shall be paid their regular hourly rate for time spent at negotiations of a collective agreement with the Employer whenever this takes place during their regularly scheduled working hours. This Article shall not result in any overtime payment.

## **ARTICLE - 7 - BULLETIN BOARDS**

**7.01** The Employer will provide adequate bulletin boards appropriately located in the staff room, for the posting of Union notices and bulletins only, which shall be signed and dated by the Union Chairperson or her designate and submitted to the Employer for approval before posting, and such approval will not be unreasonably withheld.

## **ARTICLE - 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

**8.01 a)** A grievance is, by definition, a claim by either party arising out of any disagreement regarding the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

**b)** Discussions must be initiated and pursued by the parties, with diligence and good faith, with a view to settling any grievance as promptly as possible.

**8.02** It is generally understood that an employee has no complaint or grievance until she either directly, or through the Union representative, has first given her immediate

Supervisor an opportunity to adjust the complaint. The parties shall endeavour to settle it within five (5) days.

If no settlement is reached, the matter may be formalized as a grievance and dealt with as follows:

**Step 1 -** The employee having a grievance shall submit the grievance in writing to her immediate Supervisor within fourteen (14) days of the occurrence giving rise to it. The grievance 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 five (5) days from the day it was submitted.

**Step 2 -** Failing a settlement at Step No. 1, and if intended to be pursued, the Administrator or her designate with counsel and/or representative as she may desire, and the grievor with the Union Representative and/or the grievance committee members, if she so desires shall contact each to arrange a meeting within seven (7) days of the receipt of the written decision of the Supervisor in Step No. 1, and such meeting will take place on a date mutually agreed upon. The Administrator or her designate will render her decision in writing within ten (10) days following the meeting.

**Step 3 -** Failing a settlement at Step No. 2, and if it intends to pursue the matter, the party initiating the grievance must refer it to arbitration within fourteen (14) days of receipt of the written reply in Step No. 2, or within twenty-one (21) days following the meeting in Step No. 2.

Saturdays, Sundays and Holidays are excluded from the time limits in this article. Said time limits may be extended by written agreement of the parties.

**8.03** Grievance arbitration is carried out by single arbitrator. The arbitrator's fees and expenses are paid in equal parts by the parties.

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

**8.05** All time 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.

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

**8.07** 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 No. 2 of the grievance procedure for a written response.

## **ARTICLE - 9 - DISCIPLINE, SUSPENSION AND DISCHARGE**

**9.01 a)** A claim by an employee 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 seven (7) days after the employee is notified of her discharge or suspension. The grievance will proceed immediately at Step No. 3.

**b)** An employee who is to be disciplined shall so be advised by the Employer and is entitled to be accompanied by a Union Steward.

**c)** All warnings, reprimands and suspensions shall be removed from an employee's personnel file twelve (12) months after they are dated and such warnings, reprimands and suspensions shall not be used against the employee thereafter, but only if the employee has not been disciplined for a same or similar reason during the said twelve (12) month period.

**d)** The Union Steward shall receive copies of any written warnings, suspensions or dismissals within 24 working hours.

**e)** An employee will have access to her personnel file upon making a request to their immediate supervisor.

## **ARTICLE - 10 - JOB POSTING / TEMPORARY TRANSFERS**

**10.01** In the event new jobs are created or vacancies occur, the employer will have the option to postpone or not fill the permanent vacancy, within the Retirement Home.

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, in order to allow employees with seniority to apply and be considered before new employees are hired. The posting will indicate the following:

- a)** whether the position is full-time, part-time, or temporary;
- b)** the starting date of the position;
- c)** the number of shifts and shift hours; and
- d)** the qualifications, skills, education, and/or experience required for the position.

If an employee is absent, she may have a Union Steward / Representative submit an application on her behalf providing she is reasonably available.

**10.02** 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 10.01 or, if there are no internal applications received by 10:00 a.m. on the fifth (5<sup>th</sup>) day following the posting date.

**10.03** The successful applicant shall be placed on a trial period in the new classification for thirty (30) working days to allow the employee to determine if she is not suitable for the classification and wishes to return to her former classification or; the employer feels the employee is not suitable for the classification and requires that she returns to her former classification. A review will occur after the first fifteen (15) working days of the trial.

**10.04** Temporary vacancies that are expected to be for less than 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 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.

**10.05** A temporary transfer is defined to be a transfer from one classification to another for a period not exceeding thirty (30) days, unless otherwise mutually agreed to by the parties. An employee so transferred will return to the classification and shift she last held.

**10.06** During the effective period of a temporary transfer, the employee will be paid

at the rate of her regular job or the rate of the job which she is temporarily transferred to, whichever is greater.

This does not apply where employee transfers as a result of being the successful applicant on a job posting in which case she will be paid the rate in effect for the job she transfers to.

## **ARTICLE - 11 - SENIORITY**

- 11.01 a)** Seniority consists of the employee's length of unbroken employment from date of hiring. Seniority is broken if the employee quits voluntarily, or retires, or is discharged and not reinstated. An employee's date of hire shall be considered to be her seniority date for the purposes of layoff, job postings, promotions and other such matters, in which employees will be granted preference and priority in proportion to their length of service. For the purposes of wages, benefits, vacation or other grid benefits, seniority will be calculated on the basis that 1750 hours of service constitutes a year of seniority.
- 11.02** 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 employee's date of hire.
- 11.03 a)** The Employer will maintain an up-to-date seniority list with a copy to the Union and on the bulletin board.
- b)** The Employer will give an up-to-date employee list with full addresses and phone numbers to the Union Chairperson.
- 11.04 a)** For an employee accepting a position outside the bargaining unit, either with the Employer or with the Union, seniority will continue to accumulate for a maximum of one (1) year and thereafter, she will maintain it, with possible extension by agreement of the parties.
- b)** An employee, if she so desires, can maintain her rights to return to the bargaining unit providing she continues to pay an amount equal to the amount of union dues. If the employee decides to go back to the bargaining unit during the trial period of up to one (1) year, she will go back in the classification and shift she held before.
- 11.05** The employment of a newly hired employee is probationary until she has completed 450 hours of work or ninety (90) shifts worked from date of hire,

whichever is reached first. The probationary employee can be permanently laid off, for just and sufficient cause, without recourse to grievance or arbitration, at the sole discretion of the Employer.

**11.06** A probationary employee will be trained by another employee for a maximum of two (2) shifts, if needed, on each classification and shift.

**11.07** The Union Committee will be advised in writing when the probationary period of newly hired employees is completed.

**11.08** After completion of the probation period, the new employee and a single Union Committee member will have thirty (30) minutes paid by the Employer for discussion, of which fifteen (15) minutes will be the scheduled break time.

**11.09** In the case of lay-offs, the following procedure will be followed:

- i} Employees will be laid off by seniority; starting first with those on probation.
- ii} Recall after lay-off will be in the reverse order to the above.

## **ARTICLE - 12 - HOURS OF WORK, OVERTIME, AND SCHEDULING**

**12.01** All overtime must be authorized by the Employer.

Overtime at the rate of time and one half (1½) the employee's regular hourly rate shall be paid for:

- a)** All hours of work performed over eighty-two (82) hours within a bi-weekly period.
- b)** There will be no pyramiding of overtime rates under this Agreement.

**12.02 a)** Following the ratification of this Agreement, the Employer will post a line schedule. In the event new jobs are created or vacancies occur on the line schedule, if the Employer elects to fill such a position, such positions will be offered to employees in accordance with Article 10.

**b)** If additional hours are available on a call-in or temporary basis, they will be offered to employees in order of

- i} seniority, and ability will be given equal consideration

ii) availability

Employees will not be reprimanded or otherwise disciplined for declining additional call-in hours.; however employees are expected to be available for additional work periodically to maintain operations.

- 12.03 a)** The Employer will post a Master Schedule which will repeat itself on a two (2) week cycle. The Employer will post a Master Schedule in respect of a four (4) week period at least fourteen (14) days prior to the commencement of the said four (4) week period.
- b)** Any changes to the master schedule, after being posted, will require the employer to inform the affected employee{s} 24 hrs. in advance of the change, and will be clearly marked on the schedule (i.e., in ink of a different colour or otherwise highlighted)
- c)** Employees who wish to exchange scheduled working days and days off with other qualified employees 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. The Employer to respond in writing within two (2) working days of such request. 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.

**12.04** If an employee reports for work as scheduled by the Employer but for whom no work is available or because a change was made in the schedule by the Employer without notifying the employee at least two (2) hours in advance, she shall be entitled to four (4) hours pay at her regular hourly rate.

- 12.05 a)** Employees required to work (5) five hours or more, but less than eight (8), will be entitled to thirty (30) minute of break, fifteen (15) minutes paid. The employee will have the option of taking the thirty (30) minutes as a block, or two (2) fifteen (15) minute breaks.
- b)** Employees working eight (8) hour shifts will receive a thirty (30) minute uninterrupted unpaid meal break, and two (2) paid fifteen (15) minute rest breaks, at times scheduled by the Employer. Employees working eight (8) hour shifts alone will receive a thirty (30) minute uninterrupted paid meal break, and two (2) paid fifteen (15) minute rest breaks at times scheduled by the Employer.
- c)** Employees required to work less than five (5) hours will

receive one (1) fifteen (15) minute paid break in the middle part of the shift.

- 12.06 a)** Staff will be paid for the length of time attending a mandatory in-service ( building evacuations, fire drills), to a maximum of two (2) hours.
- b)** Staff unable to attend regular scheduled staff meetings or in-service will be granted time on their next scheduled shift to review minutes and in-service material.
- c)** Staff who are required by the employer to obtain courses, certification, re-certification, will be reimbursed for the full cost on presentation of certificate.

### **ARTICLE - 13 - CALL IN PAY**

- 13.01 a)** If an employee is called in to work outside of her scheduled hours, she shall be paid a minimum of four (4) hours at her regular hourly rate or shall be paid for the hours actually worked, whichever is greater.
- b)** Regularly scheduled employees will be called in for additional shifts on a seniority basis. In the event the most senior employee cannot be reached, or has been scheduled hours equivalent to a full time position, or has completed her full assigned work day, then the next most senior employee shall be called. This process shall be accomplished with reference to the seniority list and shall be carried out on a rotational basis. This list shall also include casual staff. In the event no regular part-time or casual employee is available or in the event these employees have been scheduled the equivalent of full-time hours, full-time employees will be given the opportunity to work on the basis of seniority.

The employee may decline the additional hours and falls to the bottom of the call-in list until they rise again to the top position. Employees will not be reprimanded or otherwise disciplined for declining additional hours, however employees are expected to be available for additional work periodically to maintain operations.

Call in for shift is defined as an unscheduled event.

Periodically employees' schedules are required to be changed to fulfil obligations to other employees. The need to schedule additional shifts for employees planned absences, such as vacation, will be first assigned to full-time employees not regularly scheduled full-time hours up to eighty-two (82) hours bi-weekly, by seniority and then to part-time employees by seniority.

**ARTICLE - 14 - PAYMENT OF WAGES**

- 14.01 a)** The weekly period for pay purposes will commence on Sunday at 0001 hrs and end the following Saturday at 2400 hrs.
- b)** All employees will be paid bi-weekly on every second Thursday for the payroll ending the previous Saturday.
- c)** An employee scheduled to work on the Fall and Spring Daylight Savings time change will be paid the number of hours worked but not at an overtime rate.

**ARTICLE - 15 - MATERNITY AND PARENTAL LEAVE**

- 15.01** Maternity and parental leave shall be granted in accordance with the Employment Standards Act.

**ARTICLE - 16 - LEAVES OF ABSENCE**

- 16.01** Upon advance request by the Union, leave of absence without pay will be granted to an employee who is occasionally required to attend to Union business other than directly related to this Agreement, provided that such leave will not unduly affect the proper operation of the Facility. The Union will notify the Employer, in writing, as soon as possible but no later than two (2) weeks in advance of any time off needed.
- 16.02** A request for unpaid leave for personal reasons will be granted for a reasonable length of time, provided the Employer is given at least four (4) 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. Leaves of an emergency nature will be considered on an individual basis, without regard to the four (4) weeks' advance notice.

## **ARTICLE - 17 - BEREAVEMENT LEAVE**

**17.01** In the event of the death of a member of an employee's immediate family, the employee will be granted up to three (3) consecutive working days leave of absence (the second day to be the day of the funeral or memorial service) at the time of such death and will be compensated for any time off work so long as she attends the funeral or memorial service. Payment for such days shall be confined to the period of time surrounding the funeral.

"Immediate family" means a mother, father, sister, brother, spouse, natural or adopted child, and step-child. For the purposes of this Article, the term "spouse" includes a common law spouse and a partner of the same sex.

In the event of the death of a member of an employee's extended family, the employee will be granted up to two (2) consecutive working days leave of absence (including the day of the funeral or memorial service) at the time of such death and will be compensated for any time off work so long as she attends the funeral or memorial service. Payment for such days shall be confined to the period of time surrounding the funeral.

"Extended family" means a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchild, son-in-law, daughter-in-law.

An employee may request additional days of unpaid bereavement leave from the Employer.

## **ARTICLE - 18 - JURY DUTY**

**18.01** If an employee is required to serve as juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Retirement Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- 1)** notifies the Employer immediately on the employee's notification that she will be required to attend at court;
- 2)** presents proof of service requiring the employee's attendance and presents the Employer with a signed document from the Clerk of the court stating the dates and time the employee was in attendance; and



- 3) deposits with the Employer, the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

**18.02** If the proceeding is adjourned or cancelled or the employee is otherwise not required to attend, the employee will immediately notify the Employer and present herself for work. If no work is available or if the employee works as directed by the Employer, the employee will be paid in accordance with Article 18.01.

## **ARTICLE - 19 - SICK LEAVE AND WELLNESS PAY**

**19.01** Effective upon ratification, full-time employees shall have six (6) paid sick days in each calendar year. A day shall be deemed to be seven and one-half (7.5) hours. Sick days are not cumulative and cannot be carried-over from year to year. Sick leave is for the sole purpose of protecting employees against loss of income. Full-time employees are not eligible for wellness pay.

**19.02** The cost of obtaining medical documentation, if requested by the Employer, shall be paid by the Employer.

**19.03 a)** Effective upon ratification, part-time employees will be credited with "wellness pay" in the amount equivalent to three (3) hours wages for each calendar month where the employee is not absence from work for illness or any other reason (excluding any and all authorized leaves).

**b)** Wellness pay that has been earned in the previous calendar year will be paid to employees by separate cheque in February of the following year.

## **ARTICLE - 20 - PERSONAL DAYS**

**20.01** Full-time will be entitled to two (2) scheduled days off with pay as a personal days and part-time employees will be entitled to one (1) scheduled day off with pay, as personal days. Employees shall address their request(s) for a personal day to management at least two (2) weeks in advance using a form designed for such purpose. Personal days will not be unreasonably denied.

**ARTICLE - 21 - PAID HOLIDAYS**

**21.01** The following days will be considered as paid holidays for qualified employees:

<i>New Year's Day</i>	<i>Civic Holiday</i>	<i>Thanksgiving Day</i>
<i>Victoria Day</i>	<i>Good Friday</i>	<i>Boxing Day</i>
<i>Labour Day</i>	<i>Canada Day</i>	<i>Christmas Day</i>

In order to qualify for holiday pay, an employee must have worked her last scheduled shift immediately preceding and her first scheduled shift immediately following the holiday unless she has been given an authorized leave of absence. Holiday pay will be a regular days wages or the average of the preceding twenty ( 20 ) worked days, whichever is the greater.

An employee who is required to work on a paid holiday will be paid for all hours worked at a rate of one plus one-half ( 1 x 2 ) plus holiday pay at the applicable rate of the classification done that holiday.

For the purpose of calculating work on a paid holiday, the first shift of the day shall commence at 2300 hours of the day prior to the paid holiday and ending at 2300 of the said paid holiday.

**Lieu Days**

Unpaid days in lieu will be scheduled to occur within sixty (60) days following the paid holiday, as requested by the employee. Seniority will prevail where conflicting requests cannot be accommodated by the Employer.

**21.02** Employees will be scheduled for three (3) consecutive days off during the Christmas and New Year season, on a rotating basis. The three (3) days will include Christmas Day, Boxing Day or New Years Day.

**ARTICLE - 22 - VACATION**

**22.01** For the purposes of calculating entitlement, the vacation year shall be the period from Jan. 1 to Dec. 31. Vacation entitlement is based on date of hire: If an employee is hired between Jan. 1 and June 30 of a year, that period will count as a full year. If an employee is hired on or after July 1, this time will be deferred into the following year as accruing year 1.

**22.02** Vacation pay will be granted to employees on the following basis:

<i>YEARS OF SERVICE</i>	<i>PERCENTAGE</i>	<i>WEEKS OF VACATION</i>
<ul style="list-style-type: none"> <li>- full-time employees, less than (1) year, who have completed probation</li> <li>- part-time employees who have completed probation</li> </ul>	- four percent (4%) of gross earnings	<ul style="list-style-type: none"> <li>- one day per month to a maximum of nine (9) days</li> <li>- one day per month to a maximum of nine (9) days</li> </ul>
- full-time and part-time employees, with one (1) to five (5) years	- four percent (4%) of gross earnings	- two (2) weeks
- full-time and part-time employees, with six (6) to ten (10) years	- six percent (6%) of gross earnings	- three (3) weeks
- full-time and part-time employees, with eleven (11) to sixteen (16) years	- eight percent (8%) of gross earnings	- four (4) weeks

- 22.03 a)** Employees will request their vacation time by March 15 of each year with the Employer finalizing the vacation schedule by April 15 of each year. No change will be made to the final vacation schedule, except with the consent of the employee.
- b)** Vacation must be booked in blocks of seven (7) consecutive calendar days, except that by mutual agreement of the employer and the employee, employees who are entitled to three or more weeks of vacation in the year will be allowed to book up to a maximum of five (5) single vacation days. Single vacation days may not be booked during the periods of May 15 to September 15 or December 15 to January 15 of any year.
- c)** Employees must take all vacation credits in the year in which they are earned. All vacation will be paid in accordance with the Alert Care policy ( first full pay in June and first full pay in December) except when requested otherwise by the employee.

**ARTICLE - 23 - DISCRIMINATION**

**23.01** It is agreed that there will be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised

or practised with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or membership or activity in the Union.

#### **ARTICLE - 24 - UNION ACTIVITY ON PREMISES**

**24.01** The Union agrees that neither it, nor its officers, agents, representatives and members will engage in Union activities or solicitation of members, holding of meetings on the Employer premises or on the Employer time without the prior written approval of the Employer.

#### **ARTICLE - 25 - UNIFORMS**

**25.01 a)** Full-time employees will be paid a uniform allowance of one seventy-five dollars (\$75.00) per year. Part-time employees will be paid a uniform allowance of fifty dollars (\$50.00) per year. The uniform allowance will be paid in the last pay period in December of each year.

#### **ARTICLE - 26 - BENEFITS**

Upon ratification, seniority employees are entitled to benefits as set out in this Article. Probationary employees will be considered to have completed their probationary period, and be entitled to benefits as seniority employees, when they have worked the required 45 shifts, and they will be considered to be either full-time or part-time employees as defined in Article 2.03.

**26.01** Effective the date of ratification, the Employer will provide and pay one hundred percent (100%) for the following benefits for all seniority full-time employees:

- a)** supplementary health insurance benefits not less than those available under the current benefit plan;
- b)** life insurance and accidental death and dismemberment coverage not less than that provided under the current benefit plan;
- c)** a dental plan that provides no fewer benefits of no less value than the current dental plan;
- d)** effective the second year of this agreement, a vision care benefit of up to one hundred dollars(\$100.00) every twenty-four (24) months, such amount

to be paid by separate cheque as a reimbursement upon presentation by the employee of a proper receipt for prescription eye;

e) short-term disability benefits equivalent to UNUM benefits.

**26.02** Effective the date of ratification, the Employer will provide and pay 50% of supplementary health care benefits not less than those available under the Employer's current benefit plan for all seniority part-time employees.

**26.03** The Employer has the right to select the insurance carrier for any of the benefits provided herein. The same level of benefits will remain in place regardless of the Employer's choice of carrier, and in no event will benefits be decreased during the term of this collective agreement.

**26.04** Notwithstanding anything else in this Article or elsewhere in this Collective Agreement, the employer is not obliged to make any premium payment in respect of any employee who is on lay-off or on a leave of absence not covered by the benefits for more than thirty (30) days, subject to the following exception.

Employees shall be permitted to continue coverage at their own expense for a period not exceeding twelve (12) months providing they make the required premiums payments in a timely way. If an employee fails to make even one such premium payment in a timely way, benefit coverage will cease immediately, until such time as the employee returns to work.

## **ARTICLE - 27 - SCHEDULE OF WAGES and CLASSIFICATIONS**

**Wages:** Employees shall be paid wages at the applicable hourly rates according to the following grid:

Effective Date	Start	45 Shifts	1750 Hours	3500 Hours	5250 Hours
Date of Ratification	\$10.35	\$10.66	\$11.18	\$11.70	\$12.32
1 <sup>st</sup> Anniversary of Date of Ratification	\$10.61	\$10.93	\$11.46	\$11.99	\$12.62
2 <sup>nd</sup> Anniversary of Date of Ratification	\$10.87	\$11.20	\$11.74	\$12.29	\$12.94

## **ARTICLE - 28 - General**

### **Signing Bonus:**

All employees who are currently employed and continue to be employees on date of ratification will receive the following:

Full-time employees	\$650.00
Part-time employees	\$325.00

Payment will be made within one week of ratification by separate check subject to lawful deductions.

## **ARTICLE - 29 - DURATION**

**29.01** This Agreement shall continue in effect from and including September 28, 2004, to and including September 28, 2007. Notice of termination or amendment may only be given during a period of ninety (90) days preceding September 28, 2007. If such notice is not given, this Agreement shall carry on from year to year.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized offices and representatives as of the \_\_\_ day of \_\_\_\_\_, 2003.

**Rogers Cove 1112650 Inc.**  
**Huntsville, Ontario.**

**USWA - I.W.A. Council**  
**Local 1-1000**

\_\_\_\_\_  
Brenda Prieur, Human Resources, Operations.

\_\_\_\_\_  
Sharon Underhill, Bargaining Committee.

\_\_\_\_\_  
Jayne Strickland, Manager

\_\_\_\_\_  
Diane Hoyle, Bargaining Committee.

\_\_\_\_\_  
John Goldthorp, 1<sup>st</sup> Vice-Pres. Local 1-1000.