

AGREED UPON  
AMENDMENTS

BETWEEN

REGENCY MANOR

-AND-

*11*

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



THE BARGAINING COMMITTEE  
UNANAMOUSLY RECOMMEND  
THESE  
AMENDMENTS

*2012*

Memorandum of Settlement

~~\_\_\_\_\_~~ (S)

Between

Regency Manor Retirement Home

And

United Steelworkers.

October 31, 2013  
ACA

The parties agree to renew the collective agreement between them for a term to expire ~~June 30, 2014~~, without change except as provided herein.

This Memorandum is subject to ratification by the bargaining unit and the bargaining committee agrees to support ratification.

No change to the collective agreement shall have effect until ratification by the Union, except as expressly provided herein.

5.07 – Amend to provide that the rate increases by 5¢ effective in the first pay period in July, 2012.

5.08 – Add the following,

“Effective January 1, 2012, employees shall receive a fifteen (15¢) per hour worked weekend premium payable between the start of the work shift commencing on or about 2200 hours Friday and the end of the shift ending on or about 2200 hours Sunday”

6.01 – Remove “Boxing Day” and replace with “December 24<sup>th</sup>”

10.04 - Amend (c) to read, “... due to illness or injury...”

10.17 – Amend the first sentence by deleting “parents, child and spouse” and at the end of the sentence amend it to read as follows, “... during such period) ending no later than the day following the day of the funeral.” Insert the following phrase before the final sentence, “For an employee’s parents, children and spouse, the amount of the leave shall be 5 days.”

10.22 - Add the following,

“When an employee is absent from work under this provision, the Employer shall pay the employee the wages she would have earned but for the absence and maintain all benefits and other coverages. The Union will reimburse the Employer for the cost of such wages, benefits and other coverages promptly. These include: WSIA premiums, Employer Health Tax, Pension, Employer share of Canada Pension Plan contribution, EI premiums, Employer share in insured benefits premiums and vacation pay accrued during the absence based on the value of the hours worked.”

12.02 – Delete this provision and renumber the remaining provisions as required.

12.03 Amend to read, "The Employer shall pay 100% of the billed rate for the insurance benefits for each employee that elects coverage under the plan. Life Insurance Policy for each full time employee in the amount of \$25,000 each and AD & D coverage. For part time employees, the policy amount is \$10,000."

12.04 (d) – Amend proposal to read,

"... for believing sick leave credits are being abused. In this circumstance if requested by the Employer, a medical certificate must be obtained during the time the employee is unwell. Medical certificates and/or a doctor's note obtained after the period of illness will not be accepted as verification of illness."

12.08 – Amend 4<sup>th</sup> paragraph,

"Each employee may use her entitlement to purchase any or all of the benefits." and delete the 5<sup>th</sup> paragraph which begins with "Part time staff ..." and delete the final paragraph which begins with the words, "Provided, however, ..."

12.09 – Delete final sentence which begins with "Adjustments in ..."

Appendix B

Wages – 1<sup>st</sup> full pay period after July 1, 2011- 2%. Then the first pay period after July 1, 2012 - 2%. Term to expire on October 31, 2013.

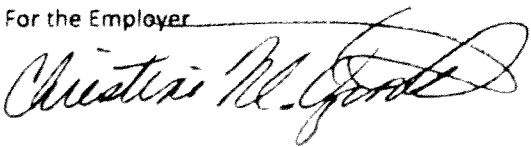
LOU # 1 – Delete.

LOU #2 - Renew.

December 7, 2011

For the Union

For the Employer



**COLLECTIVE LABOUR AGREEMENT**

AMENDMENTS - JANUARY 2012

**DRAFT**

BETWEEN

**REGENCY MANOR RETIREMENT HOME  
DIVISION OF PROVINCIAL RESIDENCE LIMITED PARTNERSHIP**  
(Hereinafter referred to as the "Employer")

- and -

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS  
INTERNATIONAL UNION (UNITED STEELWORKERS)**  
(Hereinafter referred to as the "Union")

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## **COLLECTIVE LABOUR AGREEMENT**

### **ARTICLE 1 - PURPOSE**

1.01 Whereas it is the desire of the parties

- (a) to promote harmonious relations between the Home and the Union,
- (b) to recognize the mutual value of joint discussion and negotiation in all matters herein,
- (c) to encourage efficiency in the Home's operation,
- (d) to promote the morale, well being and security of all of the Employees in the Bargaining Unit,

And whereas it is desirable that methods of bargaining and matters pertaining to hours of work, wages and working conditions drawn up in an Agreement.

### **ARTICLE 2 - RECOGNITION AND SCOPE**

2.01 Regency Manor Retirement Home, a Division of Provincial Residence Limited Partnership, recognizes the Union as the sole and exclusive bargaining agent for all employees of the Retirement Home at Port Hope, save and except Registered Nurses, Office Staff, Supervisors and person above the rank of Supervisor and students employed during the school vacation period.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union acknowledges and recognizes that the management of the Retirement Home and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, discharge, direct, promote, demote, classify, transfer, layoff or recall, suspend, discharge or otherwise discipline Employees for just cause provided that an Employee who has completed their probationary period may invoke the Grievance

(e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by all Employees.

3.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

### 3.3 **Discrimination**

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall the Union or its representatives or the Employees exercise their rights in a discriminatory manner. The Employer will not exercise its rights or make or enforce rules and regulations in a manner inconsistent with the terms of this Agreement.

#### 3.04 **(a) Warnings:**

Whenever the Employer provides an employee with a verbal disciplinary warning, it shall provide the Employee with full particulars of the incident. These particulars shall also be provided to a Union Steward, if the Employee so requests. Verbal warnings will be given within fourteen (14) calendar days of the incident coming to the attention of the Employer.

#### **(b) Adverse Report:**

Written disciplinary warnings shall be provided to Employees within ten (10) calendar days of the incident coming to the attention of the Employer. A copy of the warning shall be provided to a Union Steward. The warning shall contain full particulars of the incident.

#### **(c) Time limits:**

Time limits under this article may be extended by agreement, which agreement shall not be unreasonably withheld.

#### **(d) Disciplinary Records:**

Except in cases of resident abuse, the record of an Employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or other disciplinary action, including letters of reprimand or any adverse reports. These



of each Employee and the Employer shall send all of the sums deducted to the Union on or before the 15th day of the month following the month in which such deductions have been made together with a list of the names of the Employees from whose pay cheques such deductions have been made.

**(a) Check-Off**

"Effective as of this date, I hereby authorize Regency Manor to deduct from wages due me first month's dues and regular dues which are established by Local Union 7175-05, and to be deducted in accordance with the Collective Labour Agreement, the amount of which deductions shall have been notified by the Union to the Employer from time to time. Said dues to be remitted by the Employer to the Treasurer of Local 7175-05, USW. This assignment and authorization shall be irrevocable in accordance with the provisions of Article 4 of the Collective Labour Agreement between the Union and the Employer and I acknowledge that I understand the provisions of Article 4 thereof."

Signature of Member.....

Street Address .....

Town ..... Telephone.....

Clock Card # ..... Depart. #.....

- 4.2 The Company shall deduct from the pay of each member of the bargaining unit, monthly, such Union Dues, fees and assessment as prescribed by the Constitution of the Union.
- 4.3 The Company shall remit the amounts so deducted, prior to the fifteenth (15<sup>th</sup>) day of the month following, by cheque, as directed by the Union, payable to the International Treasurer.
- 4.4 The monthly remittance shall be accompanied by a statement showing the name of each Employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made along with **Form R-115** as presented on August 14,1997 and as attached to this agreement.
- 4.5 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments made in accordance with this Article or at the request of the Union.
- 4.6 The Company agrees to record total Union Dues deductions paid by each Employee on his/her T-4 Income Tax Receipt.

- 5.02 The normal work week is thirty-seven and a half (37.5) paid hours or an average of seventy-five (75) paid hours over a two (2) week period.
- 5.3 Overtime at a rate of time and one-half shall be paid on all hours worked in excess of 7.5 consecutive hours on a work day or seventy five (75) hours over the normal biweekly period.
- 5.4 There shall be a rest break during each half shift of fifteen (15) minutes at times designated by the Employer.
- 5.5 Shifts shall be scheduled in accordance with Appendix "A" attached to this Agreement.
- 5.6 An Employee who is called to work on her scheduled day off and who works on the shift shall be paid from the regular starting time of the shift providing the Employee reports for duty within one (1) hour of call-in. If employees are required by the Employer to attend a staff meeting, they will be paid for their attendance at straight time.
- 5.7 Employees who are required by the Employer to work the night shift shall receive a premium often cents (\$0.15) for each hour worked during that shift.
- 5.8 "Effective January 1, 2012, employees shall receive a fifteen (15C) per hour worked weekend premium payable between the start of the work shift commencing on or about 2200 hours Friday and the end of the shift ending on or about 2200 hours Sunday".

## ARTICLE 6 - PAID HOLIDAYS

- 6.01 The following twelve (12) days shall be annual paid holidays under this Agreement:

New Year's Day	Labour Day
Float Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	December 24 <sup>th</sup>
Civic Holiday	

There shall be one (1) additional paid floater holiday for full-time staff.

- 6.02 Holiday Pay shall be based on the following formula: hours worked in the previous two pay periods x 7.5 150
- 6.03 To qualify for a paid holiday an Employee must comply with the following conditions:

(d) The Employee has completed the probationary period;

(e) The Employee must work paid holidays if they are scheduled to work.

6.4 If an Employee is entitled to a holiday during her vacation the holiday shall be deemed to fall on a working day designated by the Employer after such vacation.

6.5 Work performed on a paid holiday shall be paid for at time and one half.

#### **ARTICLE 7 - ANNUAL VACATION**

7.1 Each employee shall receive an annual paid vacation in accordance with the following schedule:

(a) Five (5) or fewer years as of June 30th in any year - two (2) weeks at four percent (4%). Where an employee has less than 1 year of employment as of June 30th in any year, vacation pay shall be four percent (4%) and the amount of leave shall be prorated from two (2) weeks based on the length of employment prior to June 30th in the year.

(b) More than five (5) years as of June 30th in any year - three (3) weeks at six percent (6%).

(c) More than ten (10) years as of June 30th in any year - four (4) weeks at eight percent (8%).

(d) More than fifteen (15) years as of June 30th in any year - five (5) weeks at ten percent (10%).

(e) More than twenty (20) years as of June 30th in any year - six (6) weeks vacation at twelve percent (12%)

7.2 Employees will be covered by Article 7.01 with the understanding that all references to years of service for the purpose of calculating vacation pay shall be in accordance with Article 7.03.

7.03 Vacation entitlement for all full-time and part-time employees will be calculated on the basis of one (1) year being equal to 1800 hours worked and paid by the Employer. (It is understood that hours worked and paid for will include payment for vacation, statutory holidays, bereavement leave, sick time, union leave, but not premium pay such as overtime).

- 7.5 Vacation pay shall be calculated at the appropriate percentage of the Employee's gross earnings which include income reportable to Revenue Canada Taxation from July 1st to June 30th of the current year. Vacation pay shall have a pay-out twice per year on the second pay in June and the first pay in December.
- 7.6 Vacations shall be schedule as follows:
- (a) No more than one (1) employee may be off on vacation at any one time.
  - (b) Where an Employee is entitled to an annual vacation longer than two (2) weeks the Employer may require the Employee to split the vacation into two (2) or more periods.
  - (c) A blank "preferred vacations" list shall be posted by the Employer on March 1st each year.
  - (d) The Employer shall review the list with a Union Representative and resolve conflicts in the list on or before May 1st each year. A completed vacation list will be posted on May 1<sup>st</sup> of each year.
  - (e) Conflicts over preferred vacations shall be resolved by seniority.
  - (f) An Employee shall not take her vacation between December 18 and January 7.
  - (g) Vacation leave is to be taken in complete weeks. During the period May 15 to September 15 in any year, all weeks of vacation leave will start on a Monday.

## **ARTICLE 8 - ORIENTATION**

- 8.1 Each new employee and current employee's who have been away from the job for 6 months or more, will receive an orientation to familiarize themselves with the job requirements and routines.
- 8.2 Each member of the staff is responsible for reading every memo that has been posted.

## **ARTICLE 9 - NEGOTIATIONS, GRIEVANCE PROCEDURES**

### **9.01 Representation**

The Employer and the Union agree that those Employees appointed or elected pursuant to the terms of this Agreement, shall be recognized as the Negotiating Committee and representatives to the Labour/Management Committee

### 9.02 **Employee - Management Committee**

The Employer and the Union shall each name one (1) representative to the Employee - Management Committee which shall meet at least twice per calendar year at times mutually agreed upon by the parties. The purpose of the meetings will be to discuss matters of mutual interest and concern to the parties. All members must be able to be present or the meeting must be re-scheduled.

### 9.3 **Negotiating Committee, Grievance Procedure**

There shall be one (1) Chief Steward for the Bargaining Unit.

The Employer acknowledges the right of the Union to appoint or otherwise select one Chief Steward, to assist employees in presenting their grievances to the representatives of the Employer.

The Union shall notify the Employer, in writing, of the name of the Chief Steward and the Local Union President and any changes thereto.

- 9.4 The Union acknowledges that the Steward and Members of Committees and Union Officers have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without obtaining the permission of their immediate Supervisor, who will do all possible to arrange for such leave, and when resuming their regular duties they will report to their Supervisor. The Employer will compensate such Employees at their average hourly rate for all time spent during their Regular Shift Hours on such work.
- 9.5 The Employer acknowledges the right of the Union to appoint or select a Negotiating Committee of not more than one (1) Employees and will recognize and deal with this Committee person with respect to any matter. A staff Representative of the Steelworkers may participate in such negotiations if requested to do so by the Union. This Committee person will cooperate with the Employer in the administration of this Agreement.
- 9.6 For negotiating grievances or amendments to the Collective Agreement, including Arbitration and/or Conciliation, the Employer will pay up to but not including conciliation and/or arbitration each member of such Committee who attends for all hours spent as a result of attendance at such meetings. The rate of pay shall be at the individual member's straight time normal rate of pay.

### 9.7 **Grievance Procedure**

It is the mutual desire of the Parties hereto, that complaints of the Employees be

### **Step One**

Failing settlement the Grievance shall be reduced to writing. The Employee or the Union, whichever is the grievor, shall take the matter up with the Administrator or his/her Designate within ten (10) calendar days. The Employee shall be accompanied by the Steward or in the absence of the Steward, a member of the Union Executive Committee. The Administrator or his/her Designate shall deliver his/her decision in writing to the Union President or his/her Designate and the Grievor within ten (10) calendar days.

### **Step Two**

Failing settlement under the preceding Steps of the Grievance Procedure, a meeting shall be held between the Employer and the Union Steward or in the absence of the Steward, a member of the Union Executive Committee. A Staff Representative of the United Steelworkers of America may participate in such negotiations if requested to do so by the Union. The Employer shall reply to the Union in writing within ten (10) calendar days of such meeting.

### **Step Three - Arbitration**

(a) Any Grievance which has not been settled under the Grievance Procedure may within twenty-eight (28) calendar days, after the completion of Step Two (2) be submitted to Arbitration by either party. When either party requests that a grievance be submitted to Arbitration, it shall make such a request in writing addressed to the other party of this Agreement. Within seven (7) calendar days thereafter, they shall attempt to select, by agreement, an Arbitrator. If they are unable to agree upon an Arbitrator within a further period of seven (7) calendar days, they may then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

(b) The proceedings of Arbitration will be expedited by the parties and the decision of the Arbitrator will be final and binding upon the parties hereto.

(c) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor shall the Arbitrator have authority to decide a dispute involving a question of a General Wage Level Demand.

(d) Each party will pay one half (1/2) of the fee and/or expenses of the Arbitrator.

9.8 It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step Two.

9.9 No Grievance, after it has been submitted at Step Two for adjustment, shall be

Any of the time limits referred to in this Article may be extended, provided it is in writing and signed by both parties. Agreements to extend a time limit shall not be unreasonably withheld.

- 9.11 The Employer agrees to hear through the Grievance Procedure, a case where an Employee claims an unjust discharge or suspension, provided the Employee files the grievance in writing within ten (10) calendar days from the date of the discharge or suspension.

The Employer further agrees that should it be decided by mutual conclusion or by Arbitration that the Employee has been unjustly discharged or suspended, such Employee shall be reinstated to full seniority and shall be compensated at average hourly rate for all time lost and for all employment benefits or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator, as the case may be.

- 9.12 There shall be no lockout, strike, sit down, slowdown nor stoppage of work either partially or complete over any matters during the term of this Agreement.

#### **ARTICLE 10 - SENIORITY - SENIORITY RIGHTS**

- 10.1 A new full-time Employee shall be on probation during the first ninety (90)days of employment (any sick days or extra days off during this period shall be added on and included as part of the probation period).

A new Employee shall be on probation for 450 hours or six (6) months, whichever comes first. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. An employee who has not completed her probationary period may be discharged based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of hire (except in those cases where the break in employment has been greater than 1 year, in which case seniority shall date from most recent date of hire.)

- 10.2 Seniority is the ranking of Employees in the order in which they are hired to permanent Staff.
- 10.3 Accumulation of Seniority

Seniority, as referred to in this Agreement shall mean the length of continuous service

#### 10.4 **Loss of Seniority**

An Employee's name shall be removed from the seniority list, shall lose all seniority and be deemed to have quit the employ of the Employer if:

- (a) Employee is discharged and is not reinstated under the grievance procedure;
- (b) Employee is absent without leave or reasonable excuse for more than two (2) consecutive days;
- (c) Employee is absent continuously due to illness or injury for more than twenty-four (24) months;
- (d) Employee is laid off and notice having been sent by registered mail to their last address on record with the Employer fails to return to work within five (5) days;
- (e) Employee voluntarily leaves the employ of the Employer.

#### 10.5 **Job Bids**

When the Employer finds it necessary to replace an Employee with another Employee (except temporarily) a description of the job shall be posted on a bulletin board for three (3) days.

- 10.6 For a further three (3) days any Employee may bid for the job but such bid must be in writing.
- 10.7 When no Employee bids for the job, the Employer may select a replacement from among the staff or hire a new Employee.
- 10.8 Only original vacancy shall be posted.
- 10.9 An Employee may make one successful bid each year. This does not include temporary positions. The Employee having successfully bid to a new job, will be given thirty (30) calendar days on the new job before losing the opportunity to bid under this Article.
- 10.10 When two or more candidates apply for a posted job and two or more are, in the Employer's judgment, capable of performing the job to a reasonable and equal



10.12 Seniority List

- (a) Where a part-time Employee is selected to fill a temporary full-time job due to approved leave, illness or absence on WSIB which exceeds six (6) calendar months, the Employee will be considered a temporary full time Employee eligible for all rights and privileges including welfare benefits under this Agreement. At the end of the leave, the temporary full-time Employee will return to her former status without loss of seniority or service.
- (b) A full-time position must be posted for temporary full-time positions within three (3) calendar months of either a leave of absence, illness or WSIB leave.

10.13 In the event a full-time Employee wishes to revert to part-time status for a temporary period, she may do so, subject to the following conditions:

- (1) the temporary change in status must be for a period of one year;
- (2) the full-time position being temporarily vacated is to be posted as a temporary full-time position, as per this Agreement;
- (3) benefit entitlements will be adjusted accordingly.

10.14 **Layoff and Recall**

When a layoff is, in the Employer's judgment, necessary, then the Employees shall be laid off in the following order:

- (a) First Layoff - All probationary Employees in accordance with seniority.
- (b) Second Layoff - by seniority within department, except where it is necessary to retain an Employee or Employees within a particular job classification in order to permit the continued operation of that department.

10.15 An Employee in a department who is senior to an Employee in another department may displace such Employee in the event of a layoff if qualified to do the job in question.

10.16 Recalls after layoff shall be consistent with the order of the original layoff.

10.17 **Leave of Absence - Bereavement**

If an Employee is bereaved of their parents, parent-in-law, child, spouse, or sibling, sibling-in-law, grandparent or grandchild. the Employee shall be permitted to be

**10.18 Leave of Absence - Personal Reasons**

The Employer may grant leave of absence without pay for additional time off during periods other than peak periods: i.e. July, August and December provided the Employer receives at least one (1) month's advance notice in writing. Employee must indicate the date of departure and specify the date of return. Such Employee will accumulate a maximum of ten (10) days seniority only per year.

**10.19 Leave of Absence - Illness or Injury**

An Employee who is unable to perform their normal duties because of that Employee's illness or injury shall be deemed to be on a leave of absence for a period of up to one (1) year but not longer. Such Employee will accumulate full seniority during this period.

**10.20 Leave of Absence - General**

An Employee who over stays her authorized leave as provided for in Section 10.20 shall be considered to have terminated their employment without notice unless the Employee provides a satisfactory explanation.

**10.21** Employees who are on leave of absence and engage in gainful employment while on such leave are subject to termination without notice unless otherwise agreed to by the Union and the Employer.

**10.22 Leave of Absence - Union Conventions**

In respect of leaves of absence for Union Conventions or Conferences, the Retirement Home Bargaining Unit shall be granted a leave of absence for 1 person for up to 10 continuous days per year, subject to the scheduling needs of the Retirement Home. "When an employee is absent from work under this provision, the Employer shall pay the employee the wages she would have earned but for the absence and maintain all benefits and other coverages. The Union will reimburse the Employer for the cost of such wages, benefits and other coverages promptly. These include: WSIA premiums, Employer Health Tax, Pension, Employer share of Canada Pension Plan contribution, EI premiums, Employer share in insured benefits premiums and vacation pay accrued during the absence based on the value of the hours worked."

**10.23 Leave of Absence - Jury Duty - Witness**

An Employee who is required to serve on a jury or to give evidence as a witness at a

### **10.25 Leave of Absence – Educational**

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the employer shall pay the full cost associated with the courses.

## **ARTICLE 11 - GENERAL**

### **11.1 Printing of the Agreement**

The Employer will reproduce sufficient copies of the Collective Agreement for Bargaining Unit Members and 2 copies for the Union. The Employer will use all reasonable efforts to produce copies within three (3) months after ratification. The Union will use all reasonable efforts to resolve any conflicts with the Employer concerning the drafting of the Collective Agreement within the same three (3) month period.

**11.2** The following are attached hereto and form part of this Agreement:

- (a) Appendix "A" - Scheduling of Hours
- (b) Appendix "B" - Wage Rates, Wage Progression,

**11.3** A Representative of the Union shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first (1st) month of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

**11.4** The Employer agrees not to contract out work normally performed by members of the bargaining unit except in the case of workers secured through an outside agency for short term replacement (one month), in the case of maintenance contractors. No employee in the bargaining unit shall be laid off or suffer a loss of hours of work or pay as a result of contracting out of bargaining unit work described herein. Further, the Employer will not use an outside agency before the short term replacement is offered to the bargaining unit members, as long as the use of bargaining unit members does not result in overtime payments.

## 12.2 Life Insurance

Life Insurance Policy for each Employee in the amount of twenty-five thousand dollars (\$25,000) each and AD&D coverage as soon after Award is issued as the insurer will permit. "The Employer shall pay 100% of the billed rate for the insurance benefits for each employee that elects coverage under the plan. Life Insurance Policy for each full time employee in the amount of \$25,000 each and AD & D coverage. For part time employees, the policy amount if \$10,000."

## 12.3 Sick Leave

Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled or because of accident for which compensation is not payable under the Workplace Safety & Insurance Act (WSIA). It is understood that pay for sick leave is for the sole and only purpose of protecting Employees against total loss of income during such times. Sick Leave claims for other than the above shall be grounds for termination. "for believing sick leave credits are being abused. In this circumstance, if requested by the Employer, a medical certificate must be obtained during the time of employee is unwell. Medical certificates and/or a doctor's note obtained after the period of illness will not be accepted as verification of illness."

(a) Paid sick leave will be credited to Employees at the rate of seven and one half (7 1/2) hours for every month worked (in the case of full time Employees) and seven and one half (7 1/2) hours worked for every one hundred and sixty (160) hours worked (in the case of part time Employees). Sick leave will begin to accrue from the date of successful completion of probation.

(b) Payment for time lost due to sickness or accident (as defined above) will be on the basis of regularly scheduled hours missed and will be at 80% of the normal rate of pay excluding overtime. Sick leave hours claimed will be deducted from the Employee's sick bank.

(c) A maximum of five hundred (500) hours will be accumulated per individual sick bank. No deductions from the sick bank, other than compensation for time lost as noted herein will be permitted.

(d) Claims for leave for three (3) or more working days must be supported by proof of illness or accident in the form of a medical certificate. For claim for leave of less than three (3) working days, the Employer may refuse such claim and require production of a medical certificate if there are reasonable grounds for believing sick leave credits are being abused. No sick leave shall be paid if third party is paying income allowance (eg. Insurance payments for injury sustained in an automobile accident). However, it is agreed that an employee may use accumulated sick leave if insurance

### **12.05 Dental Benefits**

Effective July 1, 1992, the Employer shall pay eighty percent (80%) of the billed rate for dental benefits for each Employee under the plan who elects coverage. The coverage shall be the equivalent of the Blue Cross #9 Dental Plan, with a one year ODA log. Maximum of \$2,000.00 per insured person per year.

#### **Drug Plan**

The Employer shall pay one hundred percent (100%) of the billed rate for drug benefits for each Employee eligible under the Plan who elects coverage. (This Plan will be a \$10 single, \$20 family deductible Plan.)

The Drug Plan shall pay claims in full. The Drug Plan requires generic substitution of drugs covered by the Plan unless otherwise prescribed by the patient's doctor.

### **12.7 Optical Plan**

The Employer shall pay one hundred percent (100%) for an Optical Plan for each Employee eligible under the Plan who elects coverage. (This Plan shall provide for coverage to a maximum of \$200.00 in a twenty-four (24) month period.)

The Employer may self-insure for this benefit and in such a case the level of benefit will not be adversely affected. Where the Employer has opted for self-insurance of this benefit the payment to the employee shall be made during the next 21 days after presenting receipts.

### **12.8 Part Time Premium**

For Employees who are regularly scheduled to work less than seventy-five (75) hours in a two week period, accrual and payment of all benefits including shared cost arrangements shall be on a prorata basis.

The proration percentage shall be determined by calculating the hours paid in the previous predetermined six month period as follows:

Total Hours Paid	% Entitlement
1 -243	25%
244 - 487	50%
488 - 731	75%

Each employee may use her entitlement to purchase any of all of the benefits.

Hours paid, in calculating the prorata entitlement will include paid sick and injury time.

When an Employee is on maternity, adoption or other approved leave in excess of 30 calendar days, prorata entitlement on return will be based upon the percentage in effect prior to commencement of the leave.

### **12.9 Pension Plan**

The Company shall establish a Pension Plan and will contribute 2% of Employee's Regular Pay with Employee contribution to remain at 1%, and pension enrolment to be voluntary for all Employees.

For Employees who choose to contribute 3% or 4% of their Regular Pay, the Employer will contribute not 2%, but match the Employee's contribution.

The Parties agree that the insurance coverage's will be amended to provide that family benefit coverage, where it exists, shall include a family headed by an employee and his/her same-sex partner.

**12.10** The Employer agrees to notify a Steward of any change in carrier sixty (60) days in advance of such change, unless it is not possible to do so. The Union may request a meeting to discuss the proposed change. The benefits provided will be equivalent.

## **ARTICLE 13 - NO PYRAMIDING**

**13.01** There shall be no pyramiding of premium pay, overtime pay, sick pay, holiday pay, benefits or premiums notwithstanding the foregoing, where an employee's scheduled vacation is interrupted due to illness/accident requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness/accident and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

#### **ARTICLE 14 - EFFECT OF ABSENCE**

**14.1** During an absence not paid by the Employer exceeding 30 continuous calendar days, credit for service for sick leave shall be suspended. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.

**14.2 Benefits/Workplace Safety & Insurance Board Paid Leave**

The employer shall continue to pay premiums for benefits plan for employees who are on paid leave of absence or Workplace Safety & Insurance Board if the employee continues his/her contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to twelve (12) months following the date of the injury.

#### **ARTICLE 15 - HEALTH & SAFETY**

**15.01** The employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness. Accordingly, a labour management Health and Safety Committee will be established in accordance with the provisions of the Occupational Health and Safety Act.

The union agrees to endeavor to obtain full co-operation of its membership in the observation of all safety rules and practices.

#### **ARTICLE 16 - DURATION OF AGREEMENT**

**16.1** Amendments to this Agreement may be made in writing by mutual consent of both parties.

**16.2** This Agreement shall become effective on the 1<sup>st</sup> day of July 2011, and shall remain in force and effect until October 30<sup>th</sup>, 2013 and shall continue in effect thereafter from year to year for further periods of one (1) year each, unless either party shall have given written notice of termination or proposals for amendments to the other party not more than ninety (90) days prior to the expiration date or any yearly period thereafter. In the event of written notice of termination or proposals for amendments having been given by either party, as herein provided, negotiations shall be carried on during the notice period with a view to completing a new Agreement.

Should such negotiations extend beyond the expiration date, this Agreement shall remain in full force and effect as provided in the Ontario Labour Relations Act and the Hospital Labour Disputes Arbitration Act.

**16.03 Invalidity**

In the event of any legislation now in force or hereafter enacted invalidating the application of any Section or Article of this Agreement, the remainder of the Agreement shall remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE COMPANY

FOR THE UNION



**APPENDIX "A"**  
Scheduling of Hours

1. Schedules of work shifts shall be posted to reflect two pay periods in each department, and shall remain posted for the duration of the schedule and shall not be changed without mutual consent. The work schedule for Christmas and New Year's will be posted no later than November 25<sup>th</sup> of each year.
2. The Employer will endeavor, in consultation with employees, to schedule two (2) week ends off out of four (4).
3. The Employer shall endeavor to provide two (2) consecutive days off on a weekly basis wherever possible.
4. New Employees will be scheduled to work one of Christmas Day or New Year's Day in the first year of their employment, then alternate between working Christmas Day and New Year's Day in subsequent years, as do existing employees. In order to endeavor to provide two (2) days off together (either Christmas Day and one of December 24 or 26; or New Year's Day and December 31) the customary scheduling practices of the Employer may be altered
5. If an Employee is not required to report for a regularly scheduled shift as posted, the Employer shall give such Employee at least one (1) hour's notice in advance failing which the Employee shall receive either four (4) hours work or four (4) hours pay in lieu of work during that day. Where an Employee is unable to report for her regularly scheduled shift whether or not the Employee is entitled to sick leave benefits, the Employee shall give the Employer reasonable notice, but in every case such notice shall be at least two (2) hours.
6. If there is a shortage of staff the Employer will endeavor to call in part-time employees on a rotational basis. Offers of work will be made to such employees provided these can be added to their scheduled shifts without exceeding 75 hours in a pay period. If no part-time employees are available, full-time employees will be called with the least senior first.
7. All Employees shall be required to have an approved documented agreement for any change in schedule.
8. When additional hours become available prior to the posting of the schedule, the Employer will endeavor to schedule these hours by offering these to part-time employees in order of seniority.

## APPENDIX "B"

### Wage Rates

July 1, 2011 2% July 2012 2%

#### RESIDENT ATTENDANT

Probation	14.87	\$15.17	\$15.48
Start	15.37	\$15.68	\$16.00
1 yr.	15.83	\$16.15	\$16.48
2 yrs.	16.38	\$16.71	\$17.04
3 yrs.	16.64	\$16.98	\$17.32
4 yrs.	16.67	\$17.01	\$17.35

The timing of each adjustment is effective the first full pay period following the date of the adjustment provided in the Wage Grid, above.

**PROBATIONARY RATE:** Probationary employees will receive a wage rate of fifty cents (\$.50) per hour less than the "Start" rate set out in the wage grid. Once an employee completes the probationary period, the employee shall receive the start rate.

**ORIENTATION RATE:** During the orientation shifts of newly hired Employees, the rate of pay will be two dollars (\$2.00) per hour below the probationary rate of pay. Upon successful completion of orientation, the rate of pay will rise to the probationary rate. Upon successful completion of probation, the employee will be paid the difference between the orientation rate and the probationary rate for all hours worked during orientation.

The Pay Equity Plan which covers the Nursing Home Bargaining Unit is unique to that Unit and nothing in that Plan shall apply to the Retirement Home Unit.

### Wage Progression

Wage Progression to be on the basis that 1800 hours paid = 1 year.

### Payroll

Mistakes in pay of \$50.00 or more will be corrected by direct deposit on the Tuesday following notification to the Employer of the error.

Employer will recover the overpayment in more than one pay. In no case will the amount the Employer deducts from any one pay exceed \$50.00 unless the Employee concerned agrees.

**Retroactivity**

Retroactivity under the wage grid shall be paid as a separate pay within forty-five (45) days of the date of ratification vote or Award, as the case may be.

Retroactivity of wages only shall be paid. There shall be no retroactivity of any provision except as expressly provided in this Addendum. Only those employees still in the employ of the Employer as of the date of ratification shall be entitled to retroactivity of wages.

**LETTER OF AGREEMENT #1**

**Between Regency Manor**

**Nursing Home And**

**United Steelworkers**

The Human Resource Team will design and deliver an information package explaining to employees the benefits available to them as provided for in the Collective Agreement. The above mentioned information package will be delivered to the current permanent employees. All new employees will also receive the information package upon completion of the probationary period.

Signed this \_\_\_\_\_ day of

\_\_\_\_\_, 2010.

FOR THE COMPANY

FOR THE UNION

**LETTER OF AGREEMENT #2**

**Between Regency Manor**

**Retirement Home And**

**United Steelworkers**

The Employer undertakes that the volume of work performed by Management Staff listed below, which is also Bargaining Unit work, shall not increase above the level as at August 12, 2003, for the duration of this Agreement.

Retirement Home Director  
Resident Attendant Supervisor, a.k.a. Shift Supervisor

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE COMPANY

FOR THE UNION