

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE TOWNSHIP OF OSGOODE CARE CENTRE**

**and:**

**UNITED STEEL, PAPER AND FORESTRY, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE INTERNATIONAL UNION  
(United Steelworkers)**

Local 8327

EXPIRY

June 12, 2018

## Index

Article	Page
Article 1 - General Purpose	2
Article 2 - Recognition	2
Article 3 - Strikes And Lockouts	2
Article 4 - Management Rights	4
Article 5 - No Discrimination	3
Article 6 - Union Security	4
Article 6.04 - Union Dues	4
Article 7 - Union Representation	5
Article 8 - Grievance Procedure	6
Article 9 - Arbitration	7
Article 10 - Seniority	8
Article 11 - Layoff And Recall	9
Article 12 - Promotions And Staff Changes	11
Article 13 - Leaves Of Absence	12
13.03 Bereavement Leave	13
13.04 Pregnancy And Parental Leave	13
13.06 Election Leave	14
13.07 Education Leave.	14
13.08 Jury And Witness Leave	14
13.09 Union Leave	14
13.10 Union Leave	14
Article 14 - Hours Of Work, Overtime, Etc.	14
Article 15 - Paid Holidays	17
Article 16 - Vacations	18
Article 17 - Sick Leave	19
Article 18 - Classifications And Wages	20
Article 19 - Health And Welfare Benefits	21
Article 20 - Joint Health And Safety Committee	21
Article 21 - Copies Of Agreement	23
Article 22 - Miscellaneous	22
Article 23 - Duration	24
Schedule "A"	25
Job Sharing Application	30
Letter Of Understanding - Vacation Policy	31
Letter of Agreement – Call in	38

## **ARTICLE 1 - GENERAL PURPOSE**

- 1.01** The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, to provide for the prompt disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

## **ARTICLE 2 - RECOGNITION**

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Township of Osgoode Care Centre in its nursing home in the Township of Osgoode, save and except supervisors, persons above the rank of supervisor, and office and clerical staff.
- 2.02** The word "employee" or "employees" whenever used in this agreement shall mean only the employees in the bargaining unit defined above unless the context so provides.
- 2.03** Wherever the feminine pronoun is used in this agreement, it shall mean to include the masculine pronoun or vice versa and wherever the singular tense is used, it shall include the plural tense and vice versa.
- 2.04** "Supervisor" when used in this agreement shall mean the first supervisory level excluded from the bargaining unit.
- 2.05** A full-time employee is an employee regularly scheduled to work sixty-five (65) hours in a two-week period.
- 2.06** A regular part-time employee is an employee regularly scheduled to work less than sixty-five (65) hours in a two-week period.
- 2.07** A casual employee is an employee hired to work on a relief or replacement basis as the need arises.
- 2.08** Employees excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit or prevent the recall of an employee who has been on layoff and is entitled to be recalled to work in a position for which she is qualified.
- 2.09** So long as a Full Time position (vacant or otherwise) exists the Employer will not split it into two or more part-time positions without the agreement of the Union. Such agreement will not be unreasonably withheld.

## **ARTICLE 3 - STRIKES AND LOCKOUTS**

- 3.01** There shall be no strikes or lockouts so long as this collective agreement continues to operate nor will employees participate in any slowdown or stoppage of work which will interfere with the operation of the Centre.
- 3.02** The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act,

R.S.O. 1980, c. 228 as amended.

**3.03** The parties further agree that they are governed by the provisions and procedures of the Hospital Labour Disputes Arbitration Act, R.S.O. 1970, c. 208 as amended.

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

**4.01** The Union recognizes that the direction of the working forces are fixed exclusively with the Employer except as specifically limited by the provisions of this agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Centre;
- (b) to maintain order, discipline, and efficiency in the operation of the Centre;
- (c) to make, enforce, and alter from time to time reasonable rules and regulations to be observed by all employees which are not inconsistent with the provisions of this agreement;
- (d) to hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall and suspend, discharge or otherwise discipline employees only for just cause;
- (e) to determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working environment;
- (f) to manage the operation of the Centre and to determine the number of personnel required, methods, procedures and equipment required for the efficient operation of the Centre; and
- (g) to exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this agreement, except as those rights, powers, functions or authorities are modified by this agreement.

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

**5.01** The Union and the Employer agree that there will be no discrimination against any employee by reason of the employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

##### **5.02 Harassment/personal Harassment**

Harassment refers to comments or actions that are unwelcome or should be known to be unwelcome. Harassment requires a course of conduct which means that a pattern of behaviour or more than one incident is usually required. However a single incident may be sufficiently offensive to be considered harassment.

Harassment can either be psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual, and adversely affects the working environment.

All harassment grievances shall be filed with the Administrator at Step 2 of the grievance procedure. The grievor shall not be removed from her work area unless requested by the grievor, upon the agreement of the parties, or as a result of an arbitration decision.

Every person who is an employee has a right to freedom from harassment in the workplace by the employer or

agent of the employer or by another employee because of race, ancestry, place of origin, citizenship, creed, age, record of offences, marital status, same sex partnership status, family status or handicap.

Therefore the Union and the Employer agree to abide by the Ontario Human Rights Code.

The Employer agrees to make a copy of the Human Rights Code readily available at the workplace.

**5.03 Bullying**

Bullying is inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise by one or more persons against another or others, at the Osgoode Care Centre and/or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

Every person who is an employee has the right to freedom from bullying in the workplace by the employer or agent of the employer or by another employee(s) by the Union or agent of the Union.

- 5.04** All harassment and/or bullying complaints shall first be brought to the attention of the employees immediate supervisor. If unresolved to the satisfaction of the employee making the complaint, such complaint may be brought to the attention of the Administrator or designate. The Administrator and the Unit Chair person shall conduct a joint investigation for member(s) situations. In conducting such investigations, they shall follow previously agreed, standardized and published protocol. Complaints involving employees immediate supervisor shall be brought directly to the attention of the Administrator and Unit Chair person shall be made aware of all complaints. All complaints and outcomes shall remain confidential as much as it is possible to do so. Employees may file a grievance for unresolved complaints.

**ARTICLE 6 - UNION SECURITY**

- 6.0** The Union and the Employer agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either party or their representative because of an employee's membership in the Union or because of her activity or lack of activity in the Union.
- 6.02** All employees within the bargaining unit of the Employer shall become members of the Union and shall remain so for the term of this agreement.
- 6.03**
- a) The Union agrees that there shall be no solicitation for membership, collection of dues, or other Union activities on the premises of the Employer during working hours, except as specifically permitted by this agreement or in writing by the Employer.
  - b) The Union may request the permission of the Administrator, or designate, to hold a meeting at the Osgoode Care Centre. Such permission will normally be requested in writing at least two (2) weeks in advance of the meeting. The Employer reserves the right to not approve such requests in the event the meetings impede or in any manner negatively impact on the care at the Centre or in the event of legitimate complaints from residents or their families.
  - c) When the union requires investigating an issue the Employer agrees to supply a private meeting room if available.

#### **6.04 Union Dues**

- .01 The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- .02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers), AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario M5L 1K1 in such form as shall be directed by the International Union to the Employer along with a completed Dues Remittance Form F-115. A copy of the Dues Remittance Form R-115 will also be sent to the union Office designated by the Area Co-ordinator.
- .03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names and addresses of all employees from whom dues were deducted along with their hours worked, total gross amount earned by each employee and the amount of dues deducted.
  - b) A list of the names of all employees from whom no deductions have been made and reasons;
  - c) This information shall be sent to both Union addresses identified in article 6.02 in such form as shall be directed by the Union to the Employer.
- .04 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.
- .05 The Employer, when preparing T-4 slips for the employees will enter the amount of Union dues paid to the Employer during the previous year.
- 6.05** The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment.
- A copy of the collective agreement and the benefits plan booklet will be provided to each new employee within seven (7) days of their commencing active employment with the Centre provided copies are available to distribute. In the event that sufficient copies are not available the employees will be provided with same as soon as copies are available.
- 6.06** The Employer agrees that an officer of the Union will be granted the opportunity to meet with new employees during their probationary period. The Employer will work with the Union to arrange for a mutually agreeable time. Where more than one employee has been hired the meeting shall include all new hires. The time for such meetings shall not exceed fifteen (15) minutes.
- 6.07** All correspondence between the parties arising out of this agreement, or incidental thereto, shall pass to and

from the Administrators of the Centre or his/her designate with a copy to the Union Chairperson/President or his/her designated.

- 6.08** Seniority Lists: The employer will post a seniority list two times per year – one on or before April 1 and the second on or before October 1. Employees absent from work for the duration of the review period set out here below will be sent a copy by mail to their home address. The Seniority of all members of the bargaining unit will be set out on the seniority list expressed as hours paid, the employee's name, classification and date of hire. A copy of the list will be given to the Unit Chairperson at the same time.

Employees will have a period of thirty (30) calendar days following the date of the posting to review their seniority and advise the Employer of any concerns they have. In the event the employee's concerns are not adequately addressed by the Employer, the employee is entitled to file a grievance and have it dealt with through the grievance and arbitration procedure.

For clarity, hours paid will include all straight time hours worked and paid, the straight time portion of overtime or premium hours, hours not worked and paid, hours not paid for reasons of illness or disability, hours that would have been worked by the employee had she not been on an approved leave of absence for the first three months of such absence, and hours that would have been worked by an employee had she not been absent on approved Pregnancy, Parental, Family or Emergency Leave. Where an employee is absent from work on an approved leave, illness or disability, her hours for seniority purposes will be calculated based on normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week an employee is not otherwise absent for reason of illness or disability.

An official seniority list will be posted and given to the unit chairperson within a calendar week following the review period set out here above.

- 6.09** Information List: Where the employee provides written authorization, the employer will provide an information list comprising the names of employees, their last known address, and telephone numbers when requested by the union
- 6.10** Contracting Out - The parties agree that the Employer has the right to contract out work at the Centre provided that no current employee will lose her position, be laid off, have a reduction in hours of work or will prevent the recall of employees already on layoff during the term of this collective agreement as the result of contracting out of services presently performed by the bargaining unit.

## **ARTICLE 7 - UNION REPRESENTATION**

- 7.01** (a) The Home agrees to recognize and deal with an Occupational Health and Safety Committee, Grievance Committee, Bargaining Committee, Labour Management Committee, Unit Chairperson and Shop Steward appointed by the Union
- (b) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer. In this light, the Union shall supply the Employer with the names of its officers and the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may transact business.
- 7.02** A bargaining committee of not more than two (2) employees shall be elected by the Union to represent it at

bargaining sessions.

- 7.03** The Union shall have the right to assistance from the United Steelworkers when dealing or negotiating with the Employer. With prior permission from the Employer, such Union representatives shall have access to the Centre in order to investigate an incident and assist in the settlement of a grievance. Similarly, the Employer shall have the right to be represented by counsel at such meetings.
- 7.04** It is agreed that the Union may appoint three (3) employees to be stewards in addition to the Unit Chairperson/President also known as the Chief Steward. The steward shall not leave her regular duties in connection with the servicing of a grievance until she has first secured permission from her department head whose permission shall not be unreasonably withheld. The steward shall state her destination to her department head and shall report again to her department head at the time of her return to work. The steward shall suffer no loss of pay while involved in the grievance procedure during her normal working hours.
- 7.05** The Union shall keep the Employer advised in writing of the names of each steward and the chief steward.
- 7.06** No employee shall act in the capacity of steward until she has completed her probationary period with the Employer.
- 7.07** Each employee appointed by the Union to the negotiating committee shall not suffer any loss of pay or benefits for any scheduled hours when required to be in attendance at negotiating sessions, up to but excluding arbitration.
- 7.08** The employee shall have the union official present when any discipline or staff incident is imposed. The employer shall advise the employee of the nature of the discussion and should the employee object to the presence of any union official, the employee must provide the objection in writing in order to prevent the union official from being present.

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

The parties agree to the establishment of a Labour-Management Committee, consisting of two (2) members of the Union appointed by the Union, and two (2) members of management appointed by management. The committee will provide a forum for communication and input.

Where there are matters of mutual interest and concern that would be beneficial if discussed at a Labour-Management Committee meeting, the following shall apply. The request for the meeting will be made at least one (1) week prior to the date proposed, and will be accompanied by a proposed agenda of matters to be discussed, which shall not include matters which are properly the subject of another committee. The parties will meet at a time and place mutually agreeable. A representative attending this meeting will not lose pay from regularly scheduled hours.

The parties agree to meet every second month on dates to be agreed during negotiations. It is further agreed that a meeting may be cancelled by mutual agreement. In any event the parties shall meet a minimum of three(3) times per year,

- 7.10** The Employer agrees to forward copies of all job postings, hiring into the bargaining unit, and dismissals from the bargaining unit to the Unit Chairperson.



## **ARTICLE 8 - GRIEVANCE PROCEDURE**

**8.01** If an employee has a grievance or a dispute with the Employer concerning the interpretation, application, administration or any alleged violation of the agreement, the parties agree to the following procedure.

**8.02** It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity to adjust her complaint.

**STEP 1** An employee having a complaint shall refer it to her immediate supervisor within five (5) working days of the actual occurrence giving rise to the complaint. The employee shall have the option of having a union official of their choice, where there is more than one union official available, present during such discussion. The supervisor shall reply to the employee giving the answer to the complaint within five (5) working days from the date it was submitted.

**STEP 2** If further action is then to be taken, then within five (5) working days after the decision is given in Step 1, the employee, with a union official of their choice, where there is more than one union official available, can submit the grievance in writing to the Administrator of the Centre. A meeting will be held between the Administrator of the Centre or his designated representative, the employee and a steward within ten (10) working days. It is understood that at such meeting the Administrator of the Centre or her designated representative shall have such counsel and assistance as she may desire and the employee shall have a steward and/or representative of the Union present at the request of the employee's steward or the Employer. The decision of the Administrator of the Centre or his designated representative shall be given in writing to the employee and a steward within five (5) working days following the meeting.

**STEP 3** Failing a settlement under Step 2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including whether a matter is arbitrable, such difference may be taken to arbitration as provided in article 9, and, if no written request is received within twenty (20) working days after a decision in Step 2 is given, it shall be deemed to have been settled.

For the purpose of this entire article, working days shall be defined as Monday to Friday.

**8.03** Any difference arising directly between the Union and/or the Employer relating to the interpretation, application or alleged violation of the agreement may be presented by either party as a policy grievance within twenty (20) calendar days after the date when the subject matter first arose. It is understood, however, that the provisions of clause 8.03 shall not be used with respect to a grievance directly affecting an employee(s) and the regular grievance procedure shall not be bypassed.

**8.04** All decisions arrived at between the Employer and the Union shall be final and binding upon the Employer, the Union and the Employee(s) concerned.

**8.05** A claim by an employee that she has been unjustly suspended or discharged from her employment will be treated as a special grievance, commencing at Step 2 of the grievance procedure, provided the discharged or suspended employee submits her written grievance, dated and signed, within ten (10) calendar days after the discharge or suspension occurs. A lesser standard for discharging probationary employees will apply during the probationary period.

- 8.06** Such special grievances may be settled by confirming the suspension or discharge or by reinstating the suspended or discharged employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or an arbitrator.
- 8.07** It is agreed that the Chairperson or President of the Union will be notified immediately of the suspension or dismissal of any employee in the bargaining unit.
- 8.08** Employees will be allowed to review their personnel file upon request. All disciplinary records and/or notations on an employee's record are to be removed after a period of 18 months; discipline related to third party interface are removed from the file after a period of 36 months.

**8.09** Grievance Mediation

Either party may, with the agreement of the other party, submit a grievance to mediation at any time within ten (10) day after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration. No matter may be submitted to Grievance mediation which has not been properly carried through the grievance procedure. The parties shall agree on a mediator and will equally share the Mediator's fee. Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply and no record of the proceedings shall be made. Where a settlement is reached it shall be final and binding, including the grievor.

## **ARTICLE 9 - ARBITRATION**

- 9.01** When either party to this agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other party to this agreement within twenty (20) working days of the decision at Step Three of the grievance procedure.
- 9.02** When either party refers a grievance to arbitration, the preferred method is the use of a sole arbitrator. The party referring the grievance will initially propose three arbitrators. If none of the proposed arbitrators are acceptable to the other party, other arbitrators may be proposed by either party. If an acceptable arbitrator is not agreed upon within fifteen (15) working days, the parties may agree to request the Ministry of Labour to appoint an arbitrator or, name a nominee under Section 48 of the Labour Relations Act.
- 9.03** No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 9.04** No matter may be submitted to arbitration that has not been properly carried through all requisite steps of the grievance procedure.
- 9.05** The arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this agreement nor to alter, modify, add to, or amend any part of this agreement.
- 9.06** The proceedings by the arbitrator will be expedited by the parties hereto, and the decision of the arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.07** Each of the parties hereto will bear its own expense with respect to any arbitration proceedings.

## **ARTICLE 10 - SENIORITY**

- 10.01** All employees shall serve a probationary period of four hundred and fifty (450) hours worked or to a maximum of six (6) calendar months from the date of last hire. If retained after the probationary period, the employee's seniority shall be from the date of last hire.
- 10.02** Seniority is defined as the length of service in the bargaining unit since the date of last hire including service prior to certification by the Union. It will be expressed as hours and in accordance with Article 6.08.
- 10.03** Seniority rights and an employee's employment with the Employer shall be maintained and accumulated but shall be deemed to have terminated if she:
- (a) resigns or leaves of her own accord;
  - (b) is discharged and is not reinstated;
  - (c) is laid off for a period of more than thirty (30) months;
  - (d) is absent from work without permission for three (3) consecutive days unless a satisfactory reason is given by the employee;
  - (e) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail to the last known address according to the records of the Employer, unless a satisfactory explanation is given by the employee.
  - (f) has been absent from the Home by reason of illness or disability for a period in excess of thirty (30) calendar months and there is no reasonable likelihood of her return to work in the foreseeable future.
- 10.04** It shall be the duty of an employee to notify the Employer promptly of any change of address. If an employee fails to do so, the Employer will not be responsible for any failure of a notice sent by registered mail to reach such an employee.
- 10.05** An employee shall continue to accumulate seniority during any approved leave of absence not exceeding three (3) months except as otherwise provided in this agreement. Upon the approval of the Employer, such leave may be extended for the purpose of education.
- 10.06** Where it is necessary to determine the calendar length of employment (days/months/years) on year will equal one thousand seven hundred and fifty (1750) hours paid as defined in Article 6.08.
- 10.07** All seniority accumulated under this agreement shall be retained and transferred with the employee if she changes her status from full-time to part-time or vice versa.

## **ARTICLE 11 - LAYOFF AND RECALL**

- 11.01** In the event of a proposed layoff (layoff to include a reduction in hours) of a permanent or long-term nature, the Home will provide the Union with at least eight (8) weeks notice. This notice is not in addition to required notice for individual employees.

In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

- if her service is greater than 9 years-9 weeks notice
- if her service is greater than 10 years - 10 weeks notice
- if her service is greater than 11 years - 11 weeks notice
- if her service is greater than 12 years - 12 weeks notice

- 11.02** (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification and on the shift, provided that there remain on the job employees who have the skills to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
  - (ii) first bump an employee with less bargaining unit seniority in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
  - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
  - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
  - (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
  - (vi) In the event that there are no employees within the laid off employee's classification with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled biweekly hours within her classification.
  - (vii) **It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.**
  - (viii) In the event that there are no employees in the bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
  - (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing

to do so will be deemed to have accepted the lay-off.

### **11.03 Recall Rights**

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the skills to perform the work. In determining the skills of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (f) A laid off employee shall retain the rights of recall for a period of thirty (30) months.
- (g) The job posting procedure as set out in the collective agreement will continue to apply and will be followed before any notices of recall are issued. Employees on layoff can leave an open job application in accordance with Article 12.01 to ensure they are considered for any job opportunities that arise while they are on layoff.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

### **11.04 Benefits on Lay-off**

In the event of a lay-off, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for sick leave for which laid-off employees are not eligible) the Employer shall pay its share of the insured benefits premium for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

**11.05** It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-

noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, 1 year full-time seniority = 1750 hours part-time seniority.

- 11.06** Severance pay will be paid in accordance with the Employment Standards Act.
- 11.07** The Employer shall not be required to give notice or pay in lieu hereof in the event of an emergency such as fire, flood, Act of God, epidemic or circumstances beyond the control of the Centre.
- 11.08** It is the sole responsibility of the employee who has been laid off to notify the employer of her intention to return to work within seven calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the third day following the date of mailing) and return to work within fourteen (14) calendar days. The notification shall state the job to which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

#### **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

- 12.01** In the event of a temporary or permanent vacancy of more than thirty (30) days within the bargaining unit, the Employer will post a notice of such vacancy for seven calendar days prior to filling the position in order that interested employees may apply. If no qualified employee applies, the Employer may advertise and hire from outside.
- 12.02** The job posting notice shall contain the following information: nature of the position, qualifications, skills, ability, shift schedule, wage or salary rate or range.
- 12.03** The parties recognize that job opportunity and security shall increase in proportion to the length of service in the bargaining unit. Therefore, in making staff changes, transfers or promotions, the following factors shall be considered:
- (a) skill, ability and qualifications
  - (b) seniority

Where factors in (a) are relatively equal, (b) shall govern.

- 12.04** Appointments from within the bargaining unit shall be made within three (3) weeks of posting.
- 12.05** The successful applicant from within the bargaining unit shall be placed on a trial period for 450 hours. Upon satisfactory completion of the trial period, the successful applicant shall become permanent. In the event the successful applicant proves unsatisfactory in the new position during the trial period or if the employee finds herself unable to perform the normal duties of the new job classification, she shall be returned to her former position and wage rate without loss of seniority. Similarly, all other employees affected by the transfer shall be returned to their former positions. This clause shall also apply to temporary positions.
- 12.06** When an employee temporarily substitutes in, or performs the principal duties of a higher paying position, such employee shall be paid at the next higher increment over her regular wage in the pay scale for the higher paying position to which she has been assigned for all hours worked in said position. When an

employee is temporarily assigned to a lower paying position than her own, her rate of pay will not be reduced.

Notwithstanding the above, where an employee makes themselves available for call-ins in a lower classification, temporary work in such classification shall be paid at the lower rate. Seniority shall be a factor in the determination of this wage.

**12.07** (a) Employees moving to a higher classification from a lower one will receive the first wage rate in the new classification which is higher than their existing wage rate.

(b) Nurses' aides who obtain a Health Care Aide/Personal Support Worker Certificate will receive the appropriate rate for the higher classification according to her seniority in the bargaining unit.

**12.08** A part-time employee who is awarded a full-time position on a temporary basis shall be in that position for a period of three (3) months before full-time benefits as listed in article 19 shall become effective for the employee.

**12.09** Employees on leave of absence, vacation or layoff can leave an "open job application" on file with Human Resources that will be considered as a valid application for any positions that arise during the period of absence.

**12.10 Responsibility Allowance for Work Outside the bargaining Unit**

(a) Responsibility Pay - A registered nurse who is designated in writing by the Administrator to relieve the Director of Care shall be paid \$1.00 per hour in addition to her regular straight time hourly rate of pay for all hours worked from the first day of the assignment.

(b) On-Call Pay - Any registered nurse assigned to be on call shall receive the sum of forty (\$40.00) dollars per day for each day such employee is on call. It is understood a day runs from midnight to midnight.

(c) Where there is neither a Registered Nurse nor a Supervisory employee (or above), in the building and there is an RPN in the building, an allowance of seven dollars and fifty cents (\$7.50) per full shift will apply to the senior RPN who is designated to be in charge of the building.

(d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

(e) At times the Environmental Manager is absent and not on-call, the Employer will pay the Maintenance Helper on-call pay of thirty dollars (\$30.00) per day for each day the Helper is on call.

**ARTICLE 13 - LEAVES OF ABSENCE**

**13.01** Personal leaves of absence without pay may be granted for periods not to exceed three (3) months.. Such request must be submitted in writing and will not be unreasonably denied. While on approved leave, employees will continue to accumulate seniority. Upon the approval of the Employer, such leave may be extended without seniority.

**13.02** During a personal leave, the employer will continue its contribution for all benefit plans for an employee for a period of up to three (3) months during the leave. During a layoff, the employer will continue its contribution for all benefit plans for an employee for the first three (3) months of a layoff. Employees shall

pay their portion monthly in advance.

### **13.03 Bereavement Leave**

- (a) When a death or a critical illness or injury occurs in the immediate family (father, mother, spouse, same sex partner, common-law spouse, fiancée, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, grandparent of an employee's spouse) of a full time employee, she shall be granted a leave of absence of three (3) consecutive working days to be taken concurrently with the funeral. The employee shall be paid for scheduled hours during the leave which she otherwise would have worked. In consideration of part-time and casual employees, she shall be granted a leave of absence up to a maximum of three (3) days to be taken concurrently with the funeral and such employee shall be paid for scheduled hours during the leave which she otherwise would have worked within 7 days of the date of death of the person described herein.
- (b) In the event of the death of a child or spouse (to include same sex partner), common law spouse of an employee, she shall be paid for scheduled hours which she otherwise would have worked for an additional two (2) days.
- (c) In the event of the death of an aunt or uncle of an employee or an employee's spouse, the employee shall be granted a leave of absence of one (1) day for attendance at the funeral. The employee shall be paid for any scheduled hours granted as leave for attendance at the funeral.
- (d) When travel time is required to attend a burial at a locale in excess of two hundred and fifty (250) kilometres, the Employer will grant an additional one (1) day pay if the employee requests such travel time.

### **13.04 Pregnancy and Parental Leave**

Pregnancy and parental leave shall be granted as a right.

- (a) pregnancy and parental leave without pay for a period of up to twelve (12) months will be granted to cover a period before and/or after the birth or adoption of a child.
- (b) when an employee decides not to return to work after such pregnancy and parental leave, she shall provide the Employer with at least two (2) weeks written notice.
- (c) while on pregnancy and parental leave, the Employer and the employee shall continue its contributions for all benefit plans for a period of up to twelve (12) months following the commencement of the leave.
- (d) Effective for leaves commencing after January 1, 2008

An employee who is on pregnancy leave is provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between sixty-six and two thirds percent (66 2/3%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as



proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

**13.05** A one (1) day leave of absence with pay will be granted for the adoption of a child by an employee.

**13.06 Election Leave:** Employees shall be allowed four (4) consecutive hours off before the closing of polls in any Federal, Provincial or Municipal election without deduction of normal pay for regularly scheduled hours.

**13.07 Education Leave:** Any employee required by the Employer to take a course shall have:

- (a) the fee for the course paid;
- (b) if attendance is during regularly scheduled hours, the time spent at the course shall be paid at the rates and conditions provided under this agreement as though such employee was at work; and
- (c) if the course requires travel, the Employer will provide gas money or transportation to the course and parking charges if any; and
- (d) if attendance is required during an employee's day off, such employee shall be paid at her regular straight time rate of pay for the hours she is attendance at the course or program.

An employee may refuse to take a course requested by the Centre if she provides the Employer with reasons for her refusal in writing. Where possible, the Employer shall select such employees to take courses according to their seniority.

**13.08 Jury and Witness Leave:** When an employee is required to serve on a jury or as a subpoenaed witness, she shall be relieved of her duties for such time as it may require and she shall be paid the difference between her fee as a juror or witness and her earnings for any regularly scheduled time lost. It is the employee's responsibility to come to work for any regularly scheduled shifts when she is not actually required for jury duty or to be present in court as a witness.

**13.09 Union Leave:** The Employer shall grant leave of absence without pay or loss of seniority or benefits to two (2) employees at any one time to attend Union conventions or educational sessions which shall not be unreasonably denied. Such leave must be applied for at least two (2) weeks in advance and all leaves for all employees shall not exceed **fifty (50)** days annually. The Employer agrees to keep the salary and benefits whole for all workers on Union leave under this provision, and will bill the Union for such salary as well as U.I.C. and C.P.P. premiums.

- 13.10 Union Leave:** Upon application and in writing by the International Union, a leave of absence without pay of up to three (3) year shall be granted to an employee to work as a full-time official of the Local or International Union. During such leave, the employee shall continue to accumulate seniority. Should the leave exceed two (2) years, the union agrees to reimburse the employer up to two (2) days pay for the re-orientation, if required, when the employee returns to work.

#### **ARTICLE 14 - HOURS OF WORK, OVERTIME, ETC.**

- 14.01** Nothing in this agreement shall be construed as a guarantee of hours per day or days per week.
- 14.02** The normal work shift shall be seven and one-half (7.5) hours.
- 14.03** Employees shall receive a one-half (1/2) hour uninterrupted lunch break without pay during a normal shift. The Registered Staff member assigned to work the night shift shall be compensated for her one-half (1/2) hour lunch break at her regular rate of pay. Paid lunch break shall not be provided when more than one (1) Registered Staff member is assigned to work the night shift.
- 14.04** There shall be a paid fifteen (15) minute break period in each half of a normal shift for all employees.
- 14.05** No employee will be regularly scheduled to work more than seventy-five (75) hours in any two (2) week pay period.
- 14.06** Available work shall be offered first by seniority to full-time employees who are regularly scheduled for less than seventy-five (75) hours in a two-week period, then by seniority to part-time employees who have expressed a desire to work additional shifts before relief employees are called.
- If the available work is still not filled, it shall be offered to employees who have not expressed a desire to work additional shifts in the reverse order of seniority, starting with the least senior casual to the most senior Full time scheduled for less than 75 hours.
- 14.07** The Union recognizes that the Employer's obligations to residents will make overtime necessary from time to time and the employee is expected to cooperate with the Employer by working overtime when it is assigned.
- 14.08** Authorized overtime in excess of seven and one-half (7.5) hours per day, or seventy-five (75) hours over a two (2) week period shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.
- 14.09** Overtime rates shall be based on the employee's regular rate of pay.
- 14.10** Where the Employer is unable to satisfy a work requirement in accordance with article 14.06, and the Employer requires overtime, the Employer will offer overtime firstly to the full-time employees within the classification who are at work, in order of seniority. If the Employer is unable to satisfy the overtime requirements in this manner, the Employer will offer the overtime to the part-time employees within the classification who are at work, in order of seniority.
- 14.11** Where the Employer is unable to satisfy a work requirement in accordance with article 14.10, the Employer will offer the available work firstly to full-time employees not at work, within the classification in order of seniority, then to the part-time employees not at work, within the classification, in order of seniority.

- 14.12 The scheduled hours of work for an employee, the starting and quitting times each day for each shift, the time and duration of lunch periods and the time and scheduling of rest periods shall be determined by the Employer in accordance with its requirements to provide better care for the residents. Employees will be notified two (2) weeks in advance of any change in their shift schedules.
- 14.13 In the event employees of their own accord or for personal reasons wish to change shifts with other appropriately qualified employees presently in the employ of the Employer, they shall first submit such request twenty-four (24) hours in advance of the proposed change in writing to the Human Resource Manager or her designate for her written approval. The Employer shall not be liable or responsible for any overtime claims and non-compliance with the above provisions that might arise or accrue as a result of an exchange of shifts. It is agreed that the employee who has accepted the shift exchange is responsible for the shift.
- 14.14 An employee who has completed a normal scheduled shift and is called back to work shall be paid a minimum of four (4) hours. Where an employee reports for work and no work is available, such employee shall be paid a minimum of four (4) hours pay at their regular rate of pay.
- 14.15 Overtime premiums will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours worked for which overtime premium is paid.
- 14.16 Employees will be paid for the exact numbers of hours worked in a regularly scheduled shift at their regular rate of pay and no overtime as a consequence of a reduction or increase in the number of hours in a shift resulting from a change from Daylight Saving Time to Standard Time and vice versa.
- 14.17 Days off shall be planned in such a way as to equally distribute free weekends. A full-time employee shall receive one weekend off in every two-week period which shall include Saturday and Sunday. In consideration of night shifts, weekend shifts include Friday and Saturday 11:00 PM to 7:00 AM.
- 14.18 No employee will be required by the Employer to take time off in lieu of overtime payment.
- 14.19 All hours missed for Union business or paid leaves such as statutory holidays, sick leave, bereavement leave, jury duty, etc. shall be considered as hours worked for the purpose of calculating overtime pay.

#### **14.20 - Job Sharing**

##### **JOB SHARING APPLICATION - refer to Schedule "B"**

For purposes of this agreement job sharing is defined as two employees sharing one job, on a renewable twelve (12) month basis. All job share arrangements shall be subject to the approval of the employer and the union and must be confirmed in writing to the employees prior to the commencement of such an arrangement. All job share arrangements shall be renewable annually. The union and the employer agree not to unreasonably withhold approval. It is understood the intent of any such arrangement is to try and grant one day off per pay period on the day before or after a singular regularly scheduled day off exclusive of weekends, and Fridays and Mondays coinciding with your weekend off.

An employee desirous of sharing his/her permanent position for a minimum period of at least six (6) continuous months may apply to the Administrator for a job sharing arrangement. Such applications must be provided at least thirty (30) days prior to the desired commencement of the job sharing arrangement. If the union and the employer agree to such a request, the employer shall post the shifts being offered and consider applicants in

accordance with article 12 of the collective agreement. The job sharing applicant along with the aforementioned successful applicant and the employer and union shall sign a job-sharing agreement.

The job-sharing agreement will set out the terms of the arrangement, including the right of either employee to withdraw from the arrangement after giving forty-five (45) days notice. The job-sharing agreement will also include the Employer's right to terminate the arrangement with forty-five (45) days notice if it proves unsatisfactory. The Employer reserves the right to limit the number of job sharing arrangements.

General Rules:

1. Nothing in the job-sharing agreement may contradict the collective agreement.
2. If either employee involved in the job-sharing agreement withdraws from the arrangement, the position will revert to its original configuration.
3. Employees must be at the same job title as the job they are to share and must have the ability, qualifications, etc. to perform the duties of the job they are to share.
4. Job sharing employees and all others transferred, promoted or acting shall return to their former positions upon expiration/termination of the agreement.
5. Employees shall accumulate seniority based upon hours worked and classified in accordance with their regular hours of work under the job sharing arrangement, that is, part-time versus full-time.
6. Benefits shall be provided in accordance with the collective agreement, the employee's classification and the provisions of the plan carrier.
7. Job-sharing shall not cause the employer's costs and provision of benefits to increase.
8. Part Time and Casual Part-time employees may only participate in two (2) Job Sharing arrangements at a time.
9. It is understood that the benefits, working conditions and general rules contained in the collective agreement and in particular, those which are outlined in article 14.19 shall govern the job sharing work arrangements between the two employees.
10. The full time employee is the owner of the shifts being shared, therefore, if the other Job Sharer is unable to work any of the shifts being shared for any reason, then the owner will be required to work such shifts unless she cannot reasonably do so.
11. If either fails to work the shared shift for reason other than illness, injury or approved leave, neither employee shall receive any compensation for the shift.

**14.21** Employees shall be paid a week-end premium of fifteen (.15) cents per hour. The week-end is defined as 2300 hrs Friday to 2300 hrs Sunday.

Effective, June 13, 2015 Employees shall be paid a week-end premium of twenty (.20) cents per hour. The week-end is defined as 2300 hrs Friday to 2300 hrs Sunday.

**14.22** All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of twenty-eight (\$0.28) cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

**14.23 Call-In**

(a) "Call in" shall mean the calling in to work at the Employer's request of an on an assigned day off as per the posted schedule.

(b) Employees who are called in will be paid overtime at the rate of time and one half (1-1/2) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

(c) Where the call in is requested within one-half (1/2) hours of the starting time of the shift and the employee commences within one (1) hour of the call, then the employee will be paid as if the entire shift has been worked, provided she completes the shift for which she was called in.

(d) If the employee reports for work within one (1) hour of the request for call in then the employer will guarantee a minimum of four (4) hours work.

(e) All call-in of shifts shall be offered in accordance with article 14.10.

**ARTICLE 15 - PAID HOLIDAYS**

**15.01** The following days shall be recognized as paid holidays:

New Year's Day	Labour Day	Civic Holiday
Good Friday	Thanksgiving Day	Canada Day
Easter Monday	Remembrance Day	Boxing Day
Queen's Birthday	Christmas Day	

Full-time employees shall receive one (1) float paid holidays each year to be taken at a time mutually agreed between the employee and the Employer.

**15.02** Full-time employees who are required to work on any of the above named holidays will receive one and one-half (1 1/2) times their regular rate of pay for all hours worked and an additional one (1) day off with pay or one (1) additional day's pay at the employee's option. No pay for any of the above named holidays other than regular rates will be made unless an employee has worked her scheduled shift immediately preceding

and succeeding the holiday except in the case of reasonable cause on such scheduled shift. The Employer may require a medical certificate.

- 15.03** If any of the above named holidays occur during a full-time employee's vacation period, that employee will receive an additional day off with pay.
- 15.04** Part time employees who are required to work on any of the above named holidays will receive one and one-half (1 1/2) times their regular rate of pay for all hours worked and holiday pay as set out in (c) below, provided the employee has qualified for holiday pay. No pay for any of the above named holidays other than regular rates will be made unless a part-time employee qualifies for the paid holidays when:
- (a) has earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday; and
  - (b) has worked her scheduled shift immediately preceding and following the holiday except in the case of reasonable cause on such scheduled shift. The Employer may require a medical certificate.
  - (c) For those employees who have not met the above requirements, and required to work on any of the above-named holidays, the holiday pay will be calculated as follows: total number of hours earned in the 4 weeks preceding the holiday, divided by 20, equals the hours paid plus one and one half (1 1/2) times their regular rate of pay for all hours worked.
- 15.05** The holiday schedule will provide that an employee may have either Christmas or New Year's day off but not both. Where requested by an employee, the employer will endeavour to grant four (4) consecutive days off at either Christmas or New Years.
- 15.06** A shift that begins or ends during a paid holiday where the majority of hours of the shift are worked on the holiday shall be deemed to be work performed for the full period of the shift.
- 15.07** In instances where full-time employees choose to bank holidays, employees may not have a credit of more than three (3) paid holidays at any one time. This credit limitation does not include the one (1) paid float.

**ARTICLE 16 - VACATIONS**

- 16.01 (a)** Full time employees shall be entitled to an annual paid vacation in accordance with the following schedule. It is intended that vacation days equate to vacation pay as provided herein:

<u>Length of Service</u>	<u>Vacation Pay</u>	<u>Vacation Days</u>
less than 1750hrs	4%	1 day per month up to a maximum of 10 days
less than 5250hrs	4%	2 weeks
more than 5250hrs	6%	3 weeks
more than 12250hrs	8%	4 weeks (NB: Vacation to be taken on or after Jan. 1 <sup>st</sup> in the year of the employees 8 <sup>th</sup> or subsequent anniversary)

more than 26250hrs	10%	5 weeks (NB: Vacation to be taken on or after Jan. 1 <sup>st</sup> in the year of the employees 16 <sup>th</sup> or subsequent anniversary)
more than 40250hrs	12%	6 weeks (NB: Vacation to be taken on or after Jan. 1 <sup>st</sup> in the year of the employees 24 <sup>th</sup> or subsequent anniversary)

Notwithstanding the above, an employee is entitled to take up to one weeks vacation in one day blocks. It is understood that for the purpose of this Article, one week shall be defined as the number of days for which an employee is regularly scheduled on an average calendar week, over the preceding 13 weeks.

- (b) Part time and casual employees shall be entitled to vacation pay as a percentage of gross annual earnings and an annual leave of absence for vacation purposes in accordance with the following schedule:

Service Period	Vacation Pay	Leave Period
less than 5,250 hours	4%	2 weeks
more than 5,250 hours	6%	3 weeks
more than 12,250 hours	8%	4 weeks
more than 26,250	10%	5 weeks
more than 40,250	12%	6 weeks

In computing vacation pay based on gross earnings, the following items only shall be included: actual wages earned including overtime, paid holidays, sick leave pay, and vacation pay.

- (c) Notwithstanding the above, an employee is entitled to take up to one weeks vacation in one day blocks. It is understood that for the purpose of this Article, one week shall be defined as the number of days for which an employee is regularly scheduled on a average calendar week, over the preceding 13 weeks.

**16.02** Vacation entitlement will be calculated according to past service for all employees on December 31st annually and taken in the calendar year in which it is earned.

**16.03** An employee will be permitted to accumulate one (1) week of vacation entitlement each year to a maximum of three (3) weeks accumulated vacation entitlement. In such instances, the employee will be compensated for any deferred vacation as at the end of the year in which the vacation entitlement would normally have been taken, therefore, any deferred vacation entitlement will be taken without compensation.

**16.04** The time of vacation will be arranged between employees and the HR Manager and the choice of vacation times shall be in accordance with seniority.

**16.05** An employee who terminates her employment shall be entitled to her vacation pay as accumulated in 16.01.

**16.06** (a) Full time employees may receive any pay cheque separately which may arise during their vacation period, if requested in writing at least two (2) weeks in advance, on the last regular pay day prior to their scheduled vacation.

(b) Part-time employees will be given the option every December to be paid vacation earned with each pay

or semi-annually (final full pay in January and final full pay in June).

- (c) All unused vacation monies as of December 31 will be paid out to employees by the end of the following January.

**16.07** During the summer vacation period, that is, June 1<sup>st</sup> to Labour Day, full-time employees' vacation leave shall be arranged in a fashion that they will take not less than three (3) consecutive vacation days in that period.

**16.08      **Illness During Vacation****

Where an employee's scheduled vacation is interrupted by a serious illness that requires hospitalization, such period of vacation so interrupted shall be rescheduled at a later date by mutual agreement of the employee and the Employer.

**ARTICLE 17 - SICK LEAVE**

**17.01** Sick leave is defined as being a period of time when an employee is absent from work by virtue of being ill or disabled. Employees absent from work because of an accident for which compensation is not payable under the provisions of the Workers' Compensation Act shall be covered by these sick leave provisions.

**17.02** Full-time employees shall be entitled to a credit of one (1) day per month to a maximum of twelve (12) days each year. This entitlement shall be credited to each employee upon completion of each month of service. employees will be entitled to carry over up to a maximum of sixty- seven point five (67.5) hours of sick leave credits.

**17.03** Part-time employees and casual part-time employees who have passed probation shall receive four (4) sick days per calendar year. If the part-time or casual part-time employee passes probation after July 1 in any year the sick days for that year shall be prorated. There is no carry-over of sick leave credits. Part-time and casual part-time employees will receive 25 cents in lieu of sick leave credits otherwise not received.

**17.04** Sick leave pay shall be equal to the employee's regular wage exclusive of overtime or premiums for hours regularly scheduled to the extent of her accumulated sick leave credits.

Effective January 1, 2015 sick leave pay shall be equal to 85% of the employee's regular wage exclusive of overtime or premiums for hours regularly scheduled to the extent of her accumulated sick leave credits.

**17.05** The Employer may require a medical certificate from an employee's physician as proof of illness for any period of paid sick leave.

**17.06** On or before January 31 each year, a full time employee shall be compensated for unused sick leave over and above the nine (9) days accumulated, in the amount of fifty (50%) percent of her regular wage exclusive of overtime or premiums to a maximum of six (6) days.

**17.07** If the employee is requested by the employer to produce a certificate or other medical documentation or to



submit to a medical examination by a medical practitioner, the cost of same will be borne by the employer.

## **ARTICLE 18 - CLASSIFICATIONS AND WAGES**

- 18.01** Classifications of employees and their wages are set out in Appendix A which is hereto made part of this agreement.
- 18.02** The Employer shall pay wages bi-weekly on every second Friday for the previous pay period starting on Sunday and ending the Saturday immediately preceding the pay day. By Thursday of each pay week, an itemized statement of wages and deductions shall be provided to each employee. Employees' net pay will be deposited electronically and directly to the employees' bank account.
- 18.03** When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within five (5) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to arbitration, it being understood that an arbitration board shall be limited to establishing an appropriate rate based on the relationship existing amongst other service classifications at the Employer and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

## **ARTICLE 19 - HEALTH AND WELFARE BENEFITS**

- 19.01** The Employer pays 100% of all employees' medical and hospital insurance by means of the Employer's Health Tax for the Province of Ontario.
- 19.02** Full-time employees who have completed a probationary period will receive Life Insurance in the amount of one (1) times their annual earnings. Part-time employees who have completed a probationary period will receive life insurance in the amount of \$20,000. The life insurance premiums are paid 100% by the Employer.
- 19.03** Full-time employees who have completed their probationary period will receive Accidental Death and Dismemberment Insurance in the amount of one (1) times their annual earnings. Part-time employees who have completed their probationary period will receive Accidental Death and Dismemberment Insurance in the amount of \$20,000. The insurance premiums are paid 100% by the Employer.
- 19.04** Current Extended Health Care Insurance including vision-care to \$200.00 is available to full time and part time employees (subject to Article 19.06 below), on an optional basis and the costs are shared 75% by the Employer and 25% by the employees. The drug benefit insurance is co-insurance whereby 90% of the claim is paid by insurance and 10% by the employee.,

**Effective June 12, 2016 vision care will increase to \$220**

**Effective June 12, 2017 vision care will increase to \$250**

- 19.05** Current Dental Insurance is available to full time and part time employees (subject to Article 19.06 below) on an optional basis and the costs are shared 75% by the Employer and 25% by the employee. The Dental Plan insurance provides a nine month recall only.

The Employer will provide coverage on a 50/50 cost basis with the employer paying a maximum of \$375 for Dentures (full or partial). If the coverage is provided through Dental Insurance the premium costs will be reflected in the Dental premiums.

**Effective January 1, 2015, Dentures will increase to a maximum of \$500**

- 19.06** Effective the first full pay following January 1, 2014, all part-time employees not enrolled in the benefit plan as of August 27, 2013 are entitled to \$0.25 in lieu of benefits set out in Article 19, save for Article 19.08 (pension) and life Insurance (employees will receive flat life insurance of \$20,000).

Effective the first full pay following January 1, 2014, all part time employees enrolled in the benefits plan as of August 27, 2013 are entitled to either:

- (i) \$0.25 in lieu of benefits set out in Article 19, save for Article 19.09 (pension) and life Insurance (employees will receive flat life insurance of \$20,000) if this option is selected; or
- (ii) Such part-time employees may continue to receive benefits if they wish, but will have the option to elect to leave the benefit plan and accept the payment in lieu of benefits. These employees will have an once-in-a-lifetime option to reverse such a decision.

- 19.07** The employer agrees to collect premiums for an employees' Short Term Disability Insurance Plan and/or Long Term Disability Plan in accordance with the provisions of the plans.

- 19.08** Pending receipt for compensation from the Workplace Safety Insurance Board arising out of a work related injury, at the request of the injured employee, the Employer shall provide an amount equal to her entitlement under WSIB in bi-weekly instalments to coincide with the employee's regular pay dates to a maximum of two pay periods immediately following the commencement of the lost time injury. The employee agrees to reimburse the employer immediately upon receipt of any compensation from the Workplace Safety Insurance Board. In the event the Workplace Safety Insurance Board denies entitlement, the employee shall reimburse the employer immediately for any and all instalments made to her. In the event the employee is unable to repay the installments immediately, the employee authorizes the Employer to deduct the amount owing from any earnings or other credits payable to the employee in instalments of mutually agreed to amount. In the event the employee leaves the employ of the Home, the employee authorizes the employer to deduct the full balance owing from any earnings or other credits payable to the employee.

- 19.09** Pension Plan - Full-time and part-time employees may participate in the employer's pension program which provides 4% employee/employer contribution levels.

## **ARTICLE 20 - JOINT HEALTH AND SAFETY COMMITTEE**

- 20.01** The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Centre in order to prevent injury and illness.
- 20.02** a) A Joint Management and Employees' Health and Safety Committee shall be constituted with representation of two (2) employees (to equal employer representation) from both the bargaining unit and employer to identify potential dangers, to recommend means of improving the health and safety programs and to obtain information from the Employer or elsewhere respecting the identification of hazards and standards. The committee shall meet at least quarterly. Scheduled time spent in such meetings is to be considered as time worked. Minutes shall be taken of all meetings and copies sent to the Employer and the Union. A Joint Management and Employees' Health and Safety Committee shall be constituted with representation of a minimum of two (2) employees and a maximum of three (3) employees from the bargaining unit and employees who are not represented by the Union to identify potential dangers, to recommend means of improving the health and safety programs and to obtain information from the Employer or elsewhere respecting the identification of hazards and standards. The committee shall meet at least quarterly. Scheduled time spent in such meetings is to be considered as time worked. Minutes shall be taken of all meetings and copies sent to the Employer and the Union.
- b) If requested by the union during the life of the agreement, the employer agrees to equally share the costs with the union for; course fees, lost time & expenses to train one extra certified health and safety worker representative.
- 20.03** Two representatives of the Joint Health and Safety Committee, one from management and one from the bargaining unit, shall make monthly inspections of the work place and shall report to the Committee the results of the inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and the Employer. Furthermore, such representatives shall be notified of the inspection by a government inspector and shall have the right to accompany him on his inspections.
- 20.04** The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers' Compensation Board relating to the number of work accident fatalities, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the Workers Compensation Board may decide to disclose.
- 20.05** The Union and the Employer will endeavour to obtain the full cooperation of its members in the observation of all safety rules and practices.
- 20.06** The Employer and the Union agree that the functions of the Safety Committee and the Safety Representative will conform to the Occupational Health and Safety Act of Ontario as to the obligations and responsibilities under the Act.

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

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

- (a) If as set down in the above clause an employee refuses to work or do particular work, she shall promptly report the circumstances of her refusal to her supervisor, who shall forthwith investigate the report with representative of the Health and Safety Committee.
- (b) Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger herself or another employee, then an inspector representing the Ministry of Labour shall investigate the refusal to work and shall give his decision in writing as soon as possible.
- (c) The employee may be found alternative work until such time as the job has been made safe or determined to be safe to work on.

Pending investigation and decision of the Inspector, no bargaining unit employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the work place thereof which is being investigated until the job in question has been deemed safe to operate by the Health and Safety Committee or the Inspector.

No disciplinary action shall be taken against any employee by reason of the fact that he has exercised the right conferred upon him under this Act respecting the occupational health and safety of employees.

- 20.07** Any Employee who is injured on the Employer's premises during the performance of her duties and is unable to continue working shall receive pay at the same rate for the balance of the shift on which the injury occurred.

#### **ARTICLE 21 - COPIES OF AGREEMENT**

- 21.01** The Union and the Employer desire every employee to be familiar with the provisions of this agreement and her rights and duties under it. For these reasons, the Employer and the Union agree to share the cost of reproduction of the Collective Agreement with-in sixty (60) days of signing the Agreement.

#### **ARTICLE 22 - MISCELLANEOUS**

- 22.01** The Centre shall provide bulletin board space for the use of the Union.
- 22.02** The Union shall have the right to post notices of meetings or other such notices on the bulletin board provided such notices are approved by the Union Chairperson or President prior to posting and subject to the approval of the Administrator of the Centre or her designate.
- 22.03** When required by the employer, the Employer agrees to pay for and provide name tags for employees.
- 22.04** A uniform allowance of seven (7) cents per hour worked will be paid to all employees who are required by the home to wear a uniform. The amount will be paid to employees on or about December 1<sup>st</sup> of each year on a separate cheque.

#### **22.05 Humanity Fund**

As employee participation in the Fund is on a voluntary basis, each person wishing to participate shall

provide notice in writing with respect to their intent to join the plan. Such notice shall be collected by the Unit Chair (or her designates ), and submitted to the home for administration as follows:

The Home agrees to deduct on a monthly basis the amount of not less than one cent per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15<sup>th</sup> day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers - National Office 234 Eglinton Ave. East, 7<sup>th</sup> floor, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all the employees in the bargaining unit on whose behalf such payment has been made.

## **22.06 Influenza**

Upon recommendation of the Medical Officer of Health, all employees shall be encouraged, on an annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the employee fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the employee has been cleared by the public health or the employer to return to the work environment. The only exception to this would be employees whose physician directs her not to take the vaccine or antiviral or for religious reasons as imagined under the Human Rights Code. If accepted, the employee will be permitted to access her vacation bank, sick bank, or banked stats, if any, during any outbreak period.

If the employee gets sick as a reaction to the drug and applies for WSIB the Employer will not oppose the application.

If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.

For greater clarity employees will not be disciplined for refusing to take the influenza vaccine or alternative antiviral.

**ARTICLE 23 - DURATION**

**23.01** This agreement shall be binding on both parties and shall remain in effect until June 12, 2018 and shall continue from year to year thereafter unless either party gives notice to the other party in writing within ninety (90) days prior to termination of the agreement that it desires its termination or renewal.

Dated at Metcalfe, Ont. this 3<sup>rd</sup> day of December, 2014

FOR THE CENTRE

Eric Morris-Dudley  
Hardy Daly

FOR THE UNION

Signature of John  
John Kern

SCHEDULE "A"

Effective June 13, 2015 increase wages by 0.7% wage increase and a 0.7% lump sum payable within 60 days of June 12, 2015 based on all hours worked in the year for staff on payroll as of June 12, 2015.

Effective June 13, 2016 increase wages by 0.7% wage increase and a 0.7% lump sum payable within 60 days of June 12, 2016 based on all hours worked in the year for staff on payroll as of June 12, 2016.

Effective June 13, 2017 increase wages by 0.7% wage increase and a 0.7% lump sum payable within 60 days of June 12, 2017 based on all hours worked in the year for staff on payroll as of June 12, 2017.

For each of years two, three and four of this settlement, commencing, June 13, 2015-if SEIU Nursing Home Master group receives a higher overall "wage settlement" (combination of wage and lump sum) the Employer will match to overall "wage settlement/award". For greater clarity, any combination of wage and lump sum settlement that is equal to or less than 1.4% in any year will not require an adjustment. These adjustments will be made on the date of award or ratification of any SEIU Master outcome for the years set out above and not be retroactive.

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Wages		Start	After				4375 hrs	5250 hrs
			450 hrs	1750 hrs	3500 hrs			
RPN	Jun13 2013	23.26	23.63	23.99	24.35			
	Jun13 2015	23.42	23.80	24.16	24.52			
	Jun13 2016	23.59	23.96	24.33	24.69			
	Jun13 2017	23.75	24.13	24.50	24.86			
Rec Assist	Jun13 2013	19.99	20.33	20.72	21.08			
	Jun13 2015	20.13	20.47	20.87	21.23			
	Jun13 2016	20.27	20.62	21.01	21.38			
	Jun13 2017	20.41	20.76	21.16	21.53			
HCA/PSW	Jun13 2013	19.23	19.59	19.97	20.34			
	Jun13 2015	19.36	19.73	20.11	20.48			
	Jun13 2016	19.50	19.87	20.25	20.63			
	Jun13 2017	19.64	20.00	20.39	20.77			

		Start	450 hrs	1750	3500	4375	5250
Nurse Aide	Jun13 2013	18.55	18.90	19.27	19.65		
	Jun13 2015	18.68	19.03	19.40	19.79		
	Jun13 2016	18.81	19.17	19.54	19.93		
	Jun13 2017	18.95	19.30	19.68	20.07		
Aides	Jun13 2013	17.74	18.13	18.49	18.86		
Housekeeping	Jun13 2015	17.86	18.26	18.62	18.99		
Laundry, FSW	Jun13 2016	17.99	18.38	18.75	19.12		
Maintenance	Jun13 2017	18.12	18.51	18.88	19.26		
FSW2	Jun13 2013	18.75	19.13	1.51	19.91		
	Jun13 2015	18.88	19.26	1.52	20.05		
	Jun13 2016	19.01	19.40	1.53	20.19		
	Jun13 2017	19.15	19.53	1.54	20.33		
Cook	Jun13 2013	19.13	19.46	19.85	20.18	20.61	20.97
	Jun13 2015	19.26	19.60	19.99	20.32	20.75	21.12
	Jun13 2016	19.40	19.73	20.13	20.46	20.90	21.26
	Jun13 2017	19.53	19.87	20.27	20.61	21.05	21.41

It is understood and agreed that any employee hired as a cook or any employee who has less than two (2) years as provided in Schedule "A" and possesses or attains the certificate for the trade of Cook will be placed in the "two (2) years" level and progress as provided for from there on. Any other employee hired as a cook in Schedule "A" and does not possess or attain the certificate for the trade of Cook will commence at the start rate and progress up to the two (2) year level as provided.



RN		June 13			
		June 13 2013	2015	Jun13 2016	Jun13 2017
	Start	27.51	27.70	27.90	28.09
	1 Year	28.69	28.89	29.09	29.30
	2 Year	29.63	29.84	30.05	30.26
	3 Year	31.21	31.43	31.65	31.87
	4 Year	32.47	32.70	32.93	33.16
	5 Year	34.03	34.27	34.51	34.75
	6 Year	35.53	35.78	36.03	36.28
	7 Year	38.53	38.80	39.07	39.34
	8 Year	41.65	41.94	42.24	42.53

RN's and RPN's may apply at the time of hire for recognition of previous recent long term care related RN or RPN experience. Where such experience is established the Employer will grant one year's step on the relevant pay grid for every two years of established experience.

*Any errors or omissions in the pay of an employee amounting to less than two hundred and fifty dollars (\$250.00) shall be corrected on the next pay day. Any errors or omissions caused by the employer or its payroll agent in the pay of an employee amounting to more than two hundred and fifty dollars (\$250.00) shall be paid by manual cheque at no cost to the employee within the next three (3) working days of the employer being made aware of the error or omission by the employee.*

**Schedule "B"**  
**JOB SHARING APPLICATION**

UNDERSTANDING - It is understood that the benefits, working conditions and general rules outlined on the reverse shall govern the job sharing work arrangements between these employees.

**PART A: Job Sharers** - The undersigned wish to apply for the following job sharing arrangement.

Job Sharer #1: _____ Present Classification (FT/PT): _____ No. of Regular Shifts Worked Per Pay Period: ____ Proposed No. of Regular Shifts Pay Period: ____	Job Sharer #2: _____ Present Classification (FT/PT): _____ No. of Regular Shifts Worked Per Pay Period: ____ Proposed No. of Regular Shifts Pay Period: ____
Department: _____	Job Being Shared: _____
Start Date: _____	End Date: _____

\_\_\_\_\_  
 Date                      Employee's Signature                      Date                      Employee's Signature

**PART B - HEALTH & WELFARE BENEFITS (to be completed by employer)**- In accordance with the provisions of the collective agreement and benefit plans available through the employer's insurance providers, the following benefits will be available. Benefits will only be provided if requested by employee.:

<u>Benefit</u>	<u>Job Sharer #1</u>	<u>Job Sharer #2</u>
Life Insurance maximum coverage	_____	_____
AD & D maximum coverage	_____	_____
Extended Health Care (Voluntary)	_____	_____
Dental (Voluntary)	_____	_____
Sick Leave	As Per Collective Agreement For Both	

**PART C - UNION APPROVAL** - The undersigned is authorized to bind the USWA Local 8327 for purposes of this application and agrees to the job sharing arrangement as described in this application.

\_\_\_\_\_  
 Date                      Signature - Union Official

**PART D - EMPLOYER'S APPROVAL** - The undersigned is authorized to bind the Township of Osgoode Care Centre for purposes of this application and agrees to the job sharing arrangement as described in this application.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature - Employer

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE TOWNSHIP OF OSGOODE CARE CENTRE**

**Hereinafter referred to as the “Employer”**

**and:**

**UNITED STEELWORKERS**

**Hereinafter referred to as the “Union”**

**Re: Vacation Policy**

It is understood that this letter of understanding sets forth the agreement of the parties with respect to the practices and methods for the payment of vacation pay to employees and for the practices with respect to the taking of vacation time.

It is understood and agreed that an employee’s vacation pay entitlement and vacation period entitlement is as determined in accordance with the collective agreement and nothing in this letter will be construed so as to amend entitlement provided for in the agreement.

Vacation policy for permanent full-time employees

Full-time employees will be paid vacation pay as they take their vacation time, calculated on the basis of the number of vacation days taken multiplied by their regular daily earnings.

The parties understand and agree that since the collective agreement provides for vacation pay based upon an accumulation of a percentage of gross earnings the above noted practice for payment of vacation pay will require a year-end reconciliation of vacation pay entitlement for each full-time employee in order to determine whether any vacation pay is owing to the employee (for example, in situations where the employee worked overtime through the year) or whether the employee received more vacation pay than their entitlement (for example, in situations where the employee had an interruption of earnings through a leave of absence or reduction in hours of work).

Where the employee has not received the employee’s full vacation pay entitlement, the vacation pay owing to the employee will be paid in accordance with the section below entitled Positive Vacation Pay Balance as of December 31. Where the employee has received more vacation pay than that to which the employee is entitled, and accordingly owes moneys to the Osgoode Care Centre, the situation will be resolved in accordance with the section below entitled Negative Vacation Balance as of December 31.

Positive Vacation Balance as of December 31:

Employees who have taken their entitled days off and have a positive vacation pay balance at the end of December 31 will be paid out the balance on the second pay in January of the following year.

Negative Vacation Balance as of December 31:

Any employee who has an interruption in earnings will end the year in a negative vacation accrual balance. This amount will be recovered from any Float, Stat or Sick Payout available at the yearend. If the balance has not been recovered at yearend, the following year's earnings will be used until the amount has been recovered in full.

Temporary Full-time employees:

A casual or part-time employee who fills in temporarily for a full-time position will be entitled to accumulate their vacation dollars after being in the position for three months. The accumulated dollars will be paid out in accordance with the rules set out in Article 16.07 (b). If a part time or casual employee is in the position and the term ends, the amount accrued will be paid in accordance with the articles for part time and casual employees.

Permanent Part-time Employees:

Part-time employees will be given the option every December to be paid vacation earned with each pay or semi-annually (final full pay in January and final full pay in June).

Casual Employees:

All casual employees will receive their vacation pay entitlement with each payroll. Casual employees will not be allowed to accumulate vacation dollars.

Casual employees will be entitled to vacation days as per the collective agreement.

Terminated Employees:

An employee who resigns, retires, or is terminated for any reason will be required to reimburse the Osgoode Care Centre for any advances of vacation pay or any vacation pays otherwise owing to the Osgoode Care Centre. This letter constitutes authorization as required under the Employment Standards Act for the Osgoode Care Centre to deduct from or set off against any wages owing to the employee the advances of vacation pay or any vacation pays otherwise owing to the Osgoode Care Centre.

Dated at Metcalfe, Ont. this 2nd day of December, 2014

FOR THE CENTRE

*Ross & Davies - Dudley*  
*Dorothy Daly*

FOR THE UNION

*Scott Kaur*

*Kenia Oble*

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1034 Fax: 613-821-0070

October 7, 2014

United Steelworkers  
Unit D-11  
2285 St. Laurent Blvd.,  
Ottawa, Ont.  
K1G 4Z7

Dear Sirs/Madams:

Re: Shift Rotation

The Township of Osgoode Care Centre may be desirous of introducing shift rotation in the future, however, will not implement any shift rotation until on or after June 12, 2014. In an effort to promote harmonious labour relations, the Employer will first discuss any such changes with the Union before introducing shift rotation after that date.

Sincerely,

Lori Norris  
Administrator