

**COLLECTIVE AGREEMENT**

BETWEEN:

RESIDENCE CHAMPLAIN

AND:

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS)  
hereinafter called the "United Steelworkers"  
on behalf of Local 9211

November 01, 2013 to October 31, 2016

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ARTICLE 1 - PURPOSE

1.01 a) The general purpose of this agreement is to establish and maintain collective bargaining relations between the Home and its employees, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement and further to provide procedures for the prompt and equitable disposition of grievances.

1.01 b) The Union and Employer are committed to providing the maximum quality of resident care and will work together towards this goal.

## 1.02 DEFINITIONS OF EMPLOYEES

The following definitions shall be applied to this agreement:

(a) A "Full-time employee" is defined as an employee who is regularly scheduled to work sixty (60) hours bi-weekly.

(b) A "Regular part-time employee" is defined as an employee who is regularly scheduled less than sixty (60) hours bi-weekly.

(c) A "relief part-time employee" shall be defined as an employee who works on a relief or ad hoc basis and may be called and/or scheduled as required by the Home after all full-time employees working less than 75 hours by-weekly and regular part-time employees have indicated a refusal to work the extra shifts. Such employees will be expected to be available to work shifts upon request by the Home, and that disciplinary measures could be taken whenever unreasonable or consistent work refusal occurs.

(d) A "student" shall be defined as a person who is in full-time attendance at an educational institution. This does not include mature students, i.e. a person who has been in the non-student labour force.

(e) Where a dispute arises between the parties as to which classification an employee rightly belongs (a) or (b) above, then the hours of such employee shall be mathematically averaged over a period of six (6) calendar weeks back from the date on which such dispute was raised by either of the parties.

An employee will not be deemed to change classifications from part-time to full-time where the additional hours worked are due to work of a temporary nature.

An employee will not change from full time to part time solely because of time missed due to sickness, accident, or approved leave of absence.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the Home and operations and direction of the employees are fixed exclusively by the Home without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order and efficiency:

(b) hire, promote, demote, classify, transfer, lay-off, suspend and retire employees, and to discipline

or discharge any employees provided that a claim by an employee who has acquired seniority that he has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided:

(c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees. Such rules and regulations and any amendments thereto shall be discussed with the Union prior to their implementation:

(d) determine the nature and kind of business conducted by the Home; the kinds and locations of operations; equipment and materials to be used; the methods and techniques of work; the number of employees to be employed; the extension, limitation, curtailment or cessation of operations or any part thereof; and to determine and exercise all other functions and prerogatives which shall remain solely with the Home except as specifically limited by the express provisions of this agreement;

## 2.02 - NO DISCRIMINATION OR HARASSMENT

The Home and the Union agree that there will be no intimidation, discrimination, interference, restraint, coercion, harassment or favoritism of any kind exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non membership in the Union or because of his activity or lack of activity in the Union, or for any reason.

2.03 The Home and the Union agree that there shall be no discrimination, harassment or favoritism against any employee or supervisor because of his race, ancestry, place of origin, color, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status or handicap.

## 2.04 - SEXUAL AND RACIAL HARASSMENT

The Union and the Home recognize that sexual and racial harassment are unlawful employment practices in violation of the Ontario Human Rights Code. The Code defines sexual harassment as follows:

"A course of vexatious comment or conduct or a sexual advance or solicitation that is known or ought reasonably to be known to be unwelcome, perpetrated by a person's employer, someone acting for the employer or a co-worker."

Complaints of alleged harassment involving a member of the bargaining unit will be handled with all possible confidentiality by the Unit Chairperson and the Administrator.

2.05 The Union and the Home agree to abide by the provisions of the Ontario Human Rights Code.

## ARTICLE 3 - RECOGNITION

3.01 The Home recognizes the Union as the sole and exclusive bargaining agent for all employees at Residence Champlain Nursing Home, at L'Original, in the Province of Ontario, including employees employed for less than twenty-four (24) hours per week and students employed during the school vacation period save and except supervisors, persons above the rank of supervisor, office staff and registered nurses.



3.02 All references to the male gender in this agreement shall read as applying to the female gender where the context would apply.

3.03 a) Management or supervisory personnel shall not work on any jobs which are included in the bargaining unit, except as part of their duties established through past practice, provided that the performance of the aforementioned duties does not reduce the normal hours of work for employees in the bargaining unit.

b) The Home shall not contract out any bargaining unit work unless the Home can demonstrate that the financial viability of the company is threatened. Subject to the above, the Home will be allowed to contract out if this contracting out does not result in a lay off or reduced working hours for employees covered by the collective agreement.

3.04 Except as provided otherwise in this agreement, no employee shall be permitted to make a written or verbal agreement with the Home which conflicts with the terms of this collective agreement.

3.05 The parties agree to translate or have translated into French language this Collective Agreement. It is however understood between parties, that the English version is to be considered the official document containing the language of the contract and therefore the one to be used during any dispute that may occur in the future.

#### ARTICLE 4 - UNION SECURITY

4.01 Bargaining unit employees shall be and remain members of the Union in good standing, as a condition of employment.

4.02 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.

4.03 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 Steelworkers", AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto Ontario M5W 1V7 in such form as shall be directed by the International Union to the Employer along with a completed Dues Remittance Form R-

115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Co-ordinator.

4.04 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 4.02 in such form as shall be directed by the Union to the Employer.

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

4.06 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.

#### ARTICLE 5 - UNION REPRESENTATION

5.01 The Home agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The Home further agrees to provide the Local with the names of new employees as hired.

At the time of hiring, each new employee shall receive a letter stating his starting salary, classification and a statement including a general description of the job for which he has been hired. Such description is not to be misconstrued as a job description and may not be grieved. Failure to provide such letter may be grieved.

(a) The Home agrees to recognize the following committees: Bargaining; Grievance; Occupational Health and Safety; Pay Equity; Union and Management, Stewards, and any other committees that may be jointly recognized by the parties.

(b) The Home will recognize the unit Chairperson as a member on all committees. All time spent in these committee meetings in meetings with management will be paid by the Home.

(c) At the request and acceptance of both parties, time spent in meetings will be paid by the Home.

(d) The Home agrees to attempt to replace committee members while in meetings with management. For the purpose of this article, clause 30.02 will not apply.

5.02 All members of the committee shall be regular employees of the Employer who have completed their probationary period.

5.03 For the purpose of this article, the name and position of each of the committee members and stewards, from time to time selected, shall be given to the Home in writing and the Home shall not be required to recognize any such committee members or stewards until it has been notified.

5.04 The Home undertakes to instruct all of its managerial employees to co-operate with the committee members and stewards in the carrying out of the terms and requirements of this agreement.

5.05 The Union undertakes to secure from its committee members, stewards and members, their co-operation with the Home and with all persons representing the Home in a managerial capacity.

5.06 The Home recognizes that committee members and stewards have responsibilities to the membership under the Collective Bargaining Agreement and in accordance with applicable legislation. The privileges of all committee members and stewards to leave their work without loss of basic pay, loss of scheduled days off or without loss of seniority or benefits to attend to Union business, excluding arbitration, is granted on the following conditions:

a) Such business involves stewards or committee members responsibilities under the Collective Agreement, as approved by the supervisor, or meetings between the Union and the Home.

5.07 A representative of the Union shall be given the opportunity to interview each new employee within their regular working hours without loss of pay for a maximum of fifteen (15) minutes. Such interview is to take place during the first month of employment at a time and place acceptable to the Department Head. The purpose of this meeting is to acquaint the new employee of his responsibilities and obligations to the Union.

5.08 It is understood and agreed that a union committee may be assisted by a full-time representative of the Union or his delegate.

5.09 The Home will pay to the Unit Chairperson 4 hours per week for union business conducted either on or away from the Home's premises. This time will be paid at the employee's regular hourly rate.

#### 5.10 LABOUR MANAGEMENT COMMITTEE.

The parties agree to the establishment of a Labour Management Committee consisting of a maximum of two (2) members of the Union appointed by the Union, and a maximum of 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. Representatives attending this meeting shall be paid in accordance with this article. The Union Staff Representative may attend the meeting to assist the local union. Meetings will be called when necessary, but not more often than once per month.

5.11 Copies of the following will be provided to the Unit Chairperson following reasonable request: copies of; work schedule, job posting, hiring, termination.

#### ARTICLE 6 - NO STRIKES - NO LOCK OUTS

6.01 In recognition of the provisions and procedures as established by the Hospital Labour Disputes Arbitration Act, R.S.O., 1970, Chapter 208, as amended, and in view of the orderly



procedures established and the handling of grievances, the Union agrees that there will be no strike, slow down or stoppage of work either complete or partial, and the Home agrees that there will be no lock-out.

6.02 The Home agrees not to conduct a lock-out or shutdown for anti-union purposes. Should the Union claim that a cessation of work constitutes a lock-out it may take the matter up with the Home at the final step of the grievance procedure.

#### ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 (a) For purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement, including any questions as to whether a matter is arbitrable.

(b) If a member wishes to consult his steward, he shall obtain permission of the supervisor concerned before leaving his work. Such permission shall not be unreasonably withheld.

7.02 (a) It is the mutual desire of the parties that all complaints and grievances be adjusted as quickly as possible. It is understood that any employee or his Union representative may present an oral complaint at any time to the immediate supervisor without resorting to the grievance procedure below. If, upon completion of said discussion, the matter is not resolved, it may be grieved and disposed of in the following manner.

(b) Any error in the descriptive wording of the grievance, excluding time period limitations, will not prevent proceeding with the grievance on its merits.

7.03 Step No. 1 - The steward with or without the presence of the employee may submit a written grievance to the immediate supervisor. Such grievance must be submitted within ten (10) working days of the occurrence of the event which gave rise to the grievance and must be signed by the employee claimed to be aggrieved. The member of management to whom the grievance was submitted shall submit the answer in writing within five (5) working days of the filing of the grievance at Step 1, to the steward.

7.04 Step No. 2 - Failing settlement at Step 1, or failure of the appropriate member of management at Step No. 1 to submit the reply within the prescribed period, the steward with or without the employee, accompanied by the grievance committee, shall present the grievance in writing to the Administrator of the Home within ten (10) working days from the time the reply is received, at Step 1. Upon receipt of the grievance by the Administrator, a meeting will then be arranged between the parties to discuss the grievance. The Administrator shall have ten (10) working days from the date of receipt to render a decision. Such decision shall be in writing and given to the steward involved.

7.05 The Home, when meeting with the Union, shall supply the necessary facilities for the grievance meetings.

7.06 All limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure the grievance has not been processed by the griever or his agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Home within the prescribed time limits, the grievance may be advanced to the next step by the grievance committee,

within the time limits as prescribed. Subject to these mandatory stipulations, time limits may be extended in writing by mutual agreement of the parties and time limits prescribed in the grievance procedure do not include Saturday, Sunday and holidays prescribed by this agreement.

7.07 Whenever a grievance occurs from one of the employees supervised directly by the Administrator of the Home, then the grievance will be dealt with directly at Step No 2.

7.08 Upon failure to settle the grievance at Step 2, a G.S.O. (Grievance Settlement Officer) will be brought in at the request of the grieving party.

#### ARTICLE 8 - POLICY GRIEVANCES

~~The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.~~

8.01 a) It is understood that the Home may bring forward at any meeting held with the Union Grievance Committee, any complaint with respect to the conduct of Officers, Committee Persons or Union Representatives, and if such complaint by the Home is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

b) The Home has the right to file a grievance hereunder by sending a notice in writing to the Grievance Committee Chairperson within fifteen (15) days following the event which gives rise to the grievance. The Grievance Committee Chairperson must give the Home a written answer within fifteen (15) days of the sending of the grievance by the Home. If the Union's answer is not satisfactory or is not made within such a delay, the Home may then bring the matter to arbitration by applying the applicable sections of this article with the respective differences having been considered.

8.02 The Union has the right to bring forward group grievances ( a grievance involving two[2] or more employees and concerning the same subject matter), which shall be processed in accordance with Article 7.04.

#### 8.03 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby

bypassed.

#### ARTICLE 9 - ARBITRATION

9.01 Both parties to this agreement agree that any difference or grievance which has been properly carried through all steps of the grievance procedure outlined, and which has not been settled, will, at the written request of either of the parties, be referred to an arbitrator within thirty (30) working days of receipt of the reply at the final step.

9.02 When either party refers a grievance to arbitration, they shall propose three (3) acceptable 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 five (5) days, the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.

9.03 In regard to the decision on the grievance which was submitted, the jurisdiction of the arbitrator is limited to the stipulations of the agreement and the arbitrator shall not have the right to add, delete, change or amend this agreement in any way.

9.04 Each party shall pay its own costs and expenses of the witnesses which it called. The fee and expenses of the arbitrator shall be paid equally by the parties.

9.05 The decision of an arbitrator, including the arbitrability of a grievance, is final and binding upon the parties and becomes executory following expiration of the seven (7) working days following receipt of the decision rendered by the arbitrator.

9.06 At any stage of the grievance procedure, including arbitration, the parties can have recourse to the employee or the employees involved, and any necessary witnesses: the reasonable necessary dispositions shall be taken to permit the parties to have access to the establishment to view the operations and to consult with necessary witnesses. The full-time Union Representative or his delegate shall have access to the Home from the Second Stage (7.04) until arbitration, to take the necessary information or proof relating to a grievance or grievances of any nature whatsoever and to discuss with the necessary witnesses: he/she shall previously have obtained permission from the Administrator.

9.07 At any stage of the grievance procedure and arbitration, an employee will have the right to use either English or French as he/she may choose in dealing with his/her grievance.

#### ARTICLE 10 - DISCHARGE AND SUSPENSION CASES

10.01 A claim by an employee, who has attained seniority, that he has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator at the second step of the grievance procedure within ten (10) working days after the employee receives written notice of discharge or suspension.

10.02 The employee shall be notified in writing of all disciplinary suspensions and discharge which are to be recorded on the employee's file. Such notification shall be conducted in the presence of a Representative of the Union, and a copy of said notification shall be given to the Representative of the Union.



If the employee is unavailable during the first nine (9) working days following the day of the incident which gave rise to the employer deciding to discipline such employee, on the 10<sup>th</sup> day if the employee is still not available the disciplinary notification may be presented to the Unit Chair or his designate.

#### ARTICLE 11 - WARNINGS

11.01 Whenever the Home or a representative of the Home deems it necessary to take any type of disciplinary action against an employee that may or may not lead to the employees' dismissal or suspension, the Home shall, within five (5) working days thereafter, give written particulars of such to the unit Chairperson with a copy to the employee involved.

11.02 Except in the event of subsequent disciplinary action for similar conduct or occurrence, all disciplinary records or derogatory notations on an employee's record shall be removed after twelve (12) months.

11.03 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

#### ARTICLE 12 - PERSONNEL FILE

12.01 An employee shall, upon written request, have an opportunity to review his complete personnel file. The viewing is to be done in the presence of the Administrator or his designate.

12.02 An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

#### ARTICLE 13 - SENIORITY

##### 13.01 SENIORITY DEFINED

Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Home prior to the certification or recognition of the Union. Seniority shall be used in determining preference of priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining unit wide basis, and will be credited on the following basis:

(1) for full-time employees, seniority shall be based on the length of continuous service in the bargaining unit, from the last date of hire.

(2) for part-time employees, seniority shall be based on the number of hours worked in the bargaining unit. A part-time employee shall have the equivalent of one (1) year of service with the Home for each one thousand six hundred and fifty (1,650) hours worked with the Home, with a maximum of one (1) year's service accumulated per year.

(3) When an employee permanently transfers from full-time to part-time seniority in terms of days and years accumulated as a full-time shall be transferred to part-time and converted to seniority in terms of one (1) year equals 1,650 hours worked.

An employee whose status is changed permanently from part-time to full-time shall receive credit for her full seniority on the basis one (1) year of seniority for each 1,650 hours worked. Any time worked in excess of a 1,650 hour equivalent shall be prorated at the time of transfer.

In the event an employee is the successful applicant for a permanent full-time position, the Employer will provide a benefit sign-up package to be completed by the Employee and insured benefits, if any, shall be effective the first of the month following submission of the Carrier documents. All other full-time provisions shall be effective as of the date of transfer to a permanent full-time position.

#### 13.02 - PROBATIONARY EMPLOYEES

A newly hired employee shall be considered to be on probation for a period of four hundred and fifty (450) hours worked or to a maximum of six (6) calendar months with the Home, from the last date of hire. During the probationary period, employees shall be entitled to all rights and benefits as outlined in this agreement, except that a probationary employee shall not grieve his discharge or lay off. Upon completion of the probationary period, seniority shall date back to date of hire.

#### 13.03 - SENIORITY LISTS

Seniority lists will be revised every three (3) months. These lists will be posted on the bulletin board and copies will be given to the Union.

#### 13.04 - ACCUMULATION AND LOSS OF SENIORITY

a) Seniority shall continue to accumulate during:

- 1) an absence due to sick leave up to a maximum of 36 months. However, service for the calculation of vacation entitlement or progression on the wage grid will be frozen at the expiry of any paid sick leave;
- 2) pregnancy or parental leave;
- 3) an absence on WSIB up to a maximum of 36 months;
- 4) an absence for Union Leave of Absence;
- 5) an unpaid leave of less than thirty (30) days.

b) Seniority shall terminate and an employee shall cease to be employed by the Home and his name shall be removed from the seniority lists when he:

- 1) voluntarily quits his employment with the Home;



2) is discharged and is not reinstated through the grievance procedure or arbitration;

3) fails to return to work upon the termination of an authorized leave of absence unless a valid reason is provided;

4) accepts gainful employment while on a leave of absence without first obtaining the consent of the Home to be confirmed in writing. Consent is not to be unreasonably withheld.

5) is absent without leave for three (3) consecutive scheduled days during which time he has not contacted the Home directly when he had an opportunity to do so. Proof of the matter is the responsibility of the employee.

6) fails to report for work within seven (7) working days after date of receipt of a registered letter from the Home following a lay-off unless absent for a reason satisfactory to the Home;

7) is absent due to sickness or injury for more than 36 months, subject to the duty to accommodate pursuant to this collective agreement and to the Ontario Human Rights Code;

8) is absent and does not work due to lay off for a period exceeding thirty-six (36) consecutive months.

9) a casual employee who has no availability for a period of four (4) full pay periods will be deemed terminated, except in special circumstances (for example, sickness which prevents attendance at work).

13.05 It shall be the duty of each employee to notify the Home, in writing promptly, of any change in address and telephone number. If an employee fails to do so, the Home will not be responsible for failure of a notice to reach such employee. All notices shall be confirmed in writing by registered mail.

#### 13.06 - TRANSFERS AND SENIORITY OUTSIDE BARGAINING UNIT

An employee who is transferred to a position outside the bargaining unit shall not accumulate seniority.

If an employee who transfers to a job outside the bargaining unit after the date of ratification wishes to return to the bargaining unit, she must wait for a posted vacancy which she may apply for with her retained bargaining unit seniority; she will then resume accumulation as of that date. The employee transferred will have a period of (1) year, however, during which she may return to the bargaining unit at any time.

13.07 (a) In the event an employee is temporarily assigned to a higher paying classification, greater than ½ a shift, the employee will be paid a rate in the higher paying classification, immediately above her own.

(b) In the event an employee is temporarily assigned for the convenience of the home to an equal or lower paying classification the employee will retain his current

rate of pay.

(c) In the event an employee accepts a call-in to a higher classification, part (a) above shall apply.

(d) In the event an employee accepts a call-in in a lower classification, they shall be compensated at the rate immediately below their own in the lower classification.

#### 13.08 - GENERAL

The Home will recognize the Union and this collective agreement in the event that operations of the same general nature are continued in the counties of Prescott-Russell.

### ARTICLE 14 - LAY-OFFS AND RECALLS

#### 14.01

a) A lay-off shall be defined as a permanent or temporary reduction in the work force.

b) In the event of a lay-off, employees shall be laid off in the reverse order of seniority provided that the remaining employees are willing and able to perform the work.

c) The Unit President shall be among the last to be laid off so long as they are willing and able to perform the work.

14.02 In the event of a recall, employees shall be recalled in order of seniority provided those recalled are willing, able and qualified to perform the work.

14.03 The Home agrees that it will notify in writing the Union and all employees concerned of all scheduled lay-offs at the earliest opportunity prior to its implementation and that it will use every reasonable effort to assist employees affected by a lay-off to find alternative employment.

#### 14.04 - ADVANCE NOTICE OF LAY-OFF

Unless legislation is more favorable to the employees, the Home shall notify employees who are to be laid-off thirty (30) calendar days prior to the effective date of lay-off. The employer shall provide no less than seventy-two (72) hours notice for a temporary layoff. If the employee has not had the opportunity to work the days provided in this article, he shall be paid for the days for which work was not made available. This notice does not apply to an employee who is recalled for a temporary period of one (1) month or less.

14.05 Except for a relief staff, an employee on lay-off who is recalled for a temporary period of one (1) month or less, may refuse such recall without affecting his recall rights.

14.06 No new employees shall be hired until those laid off have been given an opportunity to recall.

14.07 It is understood and agreed that relief staff may be laid off and recalled without reference to

this Article and shall be employed and scheduled in accordance with the needs of the Home.

#### 14.08 - GRIEVANCE ON LAY-OFFS AND RECALLS

Grievance concerning lay-offs and recalls shall be initiated at Step two (2) of the grievance procedure.

#### 14.09 - BUMPING RIGHTS

a) The Home agrees that employees who are to be laid off will be informed of their bumping rights. This process allows a senior employee the right to displace any junior employee in any department for the number of hours equal to the number of hours he has been laid off for as long as the employee is able and willing to perform the work to be done.

b) A seventy-two (72) hour time limit will be imposed upon the employee to advise management of his wish to exercise his bumping rights and to give serious consideration as to where he will bump.

c) Until all employees affected by the bumping procedure have received their seventy-two (72) hour notice and have made their choice, no one will lose any hours.

d) Reasonable training as determined by the supervisor will be provided to each employee affected by bumping.

e) There will be a one hundred and fifty (150) hour trial period to allow the employee to reach a normal and acceptable level of performance. If within said trial period, the employee feels unable to continue to perform the duties of the new job, he shall be allowed to try one more alternative job and to repeat the trial period of the bumping procedure.

14.10 In case of permanent planned closure of the Home, employees will be given at least twelve (12) weeks notice of termination.

#### ARTICLE 15 - VACANCIES

15.01 All cases of vacancy, promotion and transfer, shall be based on the following factors:

- (a) seniority,
- (b) skill, ability, relevant academic qualifications.

#### ARTICLE 16 - JOB POSTING

16.01

- a) Employees hired prior to July 8, 2008 working in one department are able to pluck shifts from same and/or other departments for which they are qualified based on seniority.

Persons hired after the date of the decision will not have this prerogative.

It is understood and agreed that once a position or shift has been posted and employees given the opportunity to pluck shifts, the remaining shifts shall not be subject to plucking again.

- b) For the duration of this collective agreement current shift assignments will not be reposted, unless otherwise provided for herein.
- c) If there are shifts that are not claimed under 16.01 (a) above, the Employer can divide up shifts that are not claimed upon the departure of persons working more than four shifts in a pay, so that four shifts will be a permanent posting and the remainder can be a temporary posting to be ended when sufficient other shifts become vacant so as to permit the posting of a full-time vacancy. These are the shifts that are to be posted under article 16.02

To clarify the application of the paragraph above, the employer will post such permanent posting within ten (10) days once the grouping of vacancies amount to a full time position.

- d) Employees hired prior to July 8, 2008 who are working more than eight shifts in a pay period can reduce their shifts as long as they do not fall below eight and still maintain benefits. Such employees wishing to reduce their shifts below eight, will loose their full time status and benefits and will receive in lieu pay.

In the event an employee wishes to drop a shift(s), they shall submit their request in writing and the parties shall mutually agree which shift(s) shall be dropped. In the event the parties disagree, the parties shall provide their reasons for the disagreement.

When an employee exercises right to drop one or more shift (subject to this article) the employer shall post the dropped shift(s), identifying the day, hours and shift on the posting. It is understood and agreed that an employee may not drop a shift(s) until a permanent replacement has been obtained. It is further understood and agreed that dropped shifts are permanent and may not be reclaimed by an employee. Such posting shall be posted for 10 days, in accordance with 16.02.

If the most senior qualified employee who applied for the posting is already scheduled the day of the vacancy, the parties will mutually agree on the means of accommodating the request. As a result of the mutual agreement, the master schedule may be amended and such change shall take effect on the following schedule.

#### 16.02

(a) Any temporary vacancy with an anticipated duration of greater than six (6) weeks, which the Employer determines to fill, will be posted as a complete line and will not be subject to article 16.01. Employees working less than thirty-seven and one-half (37.5) hours a week shall be given the first opportunity to fill temporary vacancies, subject to article 15. The Employer will use its best judgment when determining if a position is temporary or not.



An employee returning from a temporary vacancy shall have the right to return to her former position. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain her status during the temporary full-time period.

An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting unless the posting is for more hours, better shift or longer duration, until the end of her temporary position.

Part-time employees selected to fill a temporary full-time position, shall not alter their status and shall maintain their part-time status. Conversely, full-time employees will not alter their status when they are temporarily placed in a part-time position.

(b) For the purposes of section 16.02 (a), temporary means whenever an employee plans to return to work. The absence may be caused by a sick leave, worker injury, pregnancy and parental leave, and an approved leave of absence. In all cases of temporary vacancy, the master schedule shall not change when the temporary vacancy is awarded.

(c) In the event a permanent vacancy occurs, the employer shall within five (5) working days post the vacancy on the bulletin board by the palm-reader for a period of fifteen (15) working days in order to allow employees to apply. Employees shall indicate in writing, on a form provided by the Employer, their desire to be considered for the position. The successful applicants will be notified in writing within five (5) working after the period to apply has ended. Any *justifiable* delay in postings will be communicated *in writing* to the union president.

The posting shall include the following information; classification, regularly scheduled hours, status (ft, pt or temporary), approximate start date, estimated duration if a temporary position and qualifications. Qualifications shall not be established in an arbitrary manner. When a posting is taken off the bulletin boards, a photocopy will be given to the union president and such photocopy will include a written note indicating the reason of the vacancy (resignation, retired employee, etc.), the names of the successful applicants and if there's any remaining vacancies.

(d) For the purposes of section 16.02 (c) permanent means whenever a new position is created, whenever an employee resigns, has his work terminated, or retires.

(e) For the purpose of section 16.01c), in the event a permanent vacancy is filled as a temporary posting, and before such vacancy is grouped with other available shift(s) and posted as a part-time or full-time position; the Employer will offer available shift(s) to the senior employee hired after July 8<sup>th</sup>, 2008 in order of seniority. Such employee will be able to add the available shift(s) to her current schedule. In the event an available shift overlaps with an existing shift, the employee may choose the shift, subject to mutual agreement (such agreement shall not be unreasonably denied) and the requirement to provide efficient and



effective resident care.

Remaining shifts may be grouped with other available shifts and posted as a part-time or full-time position. Such posting shall not be subject to further plucking. In the event the Employer determines to offer the remaining available shifts to the next most senior qualified employees hired after July 8 2008. Such employee will only be able to add the shift to their existing line and will not be able to choose in case of an overlap.

The above noted changes shall take place on the next posted schedule, or otherwise if mutually agreed.

f) Employees who so request will be given the preference, in order of seniority, to work a longer shift that may become available on the same day as a scheduled short shift. Where such request is on file, the shift change will be made by the Home and the person notified by telephone. The Home will then call in an employee, as per Clause 17.05, to work the available short shift.

g) Employees who so request in writing, will be given the preference, in order of seniority, to work on preferred shifts or assignments. Interested employees will be scheduled as per their requests.

Shift preferences shall be provided once per year and will indicate two choices of shifts. (days, evenings or nights) This shift preference shall be used by the Employer for shifts it determines to fill for absences that occur prior to the schedule being posted. Such shifts shall be filled by classification and in order of seniority. Once the schedule has been posted, shift preferences will not be used to adjust the schedule.

16.02 (f) & (g) shall be read in conjunction with 16.02 (a) to (e) of the collective agreement.

16.03 The Home agrees to forward a list of all applicants within the bargaining unit to the Unit Chairperson whenever a junior employee is selected over a more senior employee.

16.04 - ROLE OF SENIORITY IN PROMOTIONS, TRANSFERS AND STAFF CHANGES.

Both parties recognize:

- 1) the principle of promotion within the service of the Home,
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required abilities. Appointments from within the bargaining unit shall be made within three weeks from date of notification.

16.05 - TRIAL PERIOD

The successful applicant shall be notified within one week following the end of the posting period. He shall be given a trial period of three hundred hours (300), during which time he will receive the necessary training for the position. The Home shall not curtail the trial period without just cause,

before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of three hundred hours (300). In the event the successful applicant proves unsatisfactory or the employee wishes to return to her previous job within the said trial period, or if the employee is unable to continue to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

#### 16.06 - NOTIFICATION TO EMPLOYEE AND UNION

The Employer will post the name of the successful applicant on the bulletin board by the palm reader and will provide a copy to the President of the local. The union shall be notified of all promotions, demotions, hiring, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment. This section does not apply to new employees just hired.

#### 16.07 - HANDICAPPED EMPLOYEES

1. The parties have established a joint committee to implement and monitor a modified work program. The committee shall consist of two (2) members of the union, appointed by the union, and two (2) members of management appointed by management.

2. In cases where an employee suffers a handicap, the primary goal is to return the employee to his pre-accident job. To this end, the Home will make every reasonable effort, unless prevented by undue hardship, to effect appropriate modifications as may be necessary, so the employee can perform the duties of the job.

Where it is not possible to accommodate the employee on the pre-accident job, she shall be given full consideration for suitable employment. This may mean appropriate accommodation on another job. It is understood that no other employee shall be deprived of work because of any such decisions.

3. An employee may be placed in a position created as part of the modified work program without internal competition.

Upon mutual agreement with the Union, the Home may create positions solely dedicated to rehabilitation and there shall be no obligation to post or to subsequently fill the positions.

4. The Union agrees to counsel its members on the benefits of co-operating on a modified work program.

5. An employee who actually participates in the program will see his/her normal work altered for the duration of the disability but such accommodation will not create undue hardship on other employees.

6. All modified work placements with relations to WSIB work-related accident or sickness are to be with the agreement of the committee. The committee will review the placement to ensure that there

is no increased risk to other employees. Assigned modified work must be meaningful and conducive to the rehabilitation of the injured worker.

#### 16.08 - ON THE JOB TRAINING

a) The Home may inaugurate and maintain a system of "on-the-job training" so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Job training will be offered by seniority. Accordingly, employees shall be allowed regular opportunity to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting the salary or pay of the employees concerned. The number of employees considered for the job being trained, is left to the discretion of the Home. Job training shall only take place when the senior employee is present and is instructing the trainee.

b) No employee shall be required to work on any job or operate any piece of equipment until he has received proper training and instruction and can reach a normal and acceptable level of performance.

c) New employees will be given reasonable and necessary orientation.

#### 16.09 - TRAINING COURSE

The Home shall post any Training Course and experimental programs for which employees may be selected. The bulletin shall contain the following information:

Type of course (subject and material covered). Time, duration, and location of course. Minimum qualifications required for applicant and finally, incentive to attend such course. This bulletin shall be posted for a period of two weeks (2) on all bulletin boards to afford all interested employees an opportunity to apply for such training.

When an employee is on duty and authorised to attend any in-service program within the Home or attend courses outside the home during her regularly scheduled working hours, she shall suffer no loss of regular pay. When an employee is required by the Employer to attend course or in-service outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such course or in-service at her regular straight time hourly rate of pay. No payment shall result in a premium pay. **In-service meetings will be scheduled before or after an employee's regularly scheduled shift.**

**Unless mandatory by Ministry requirements, in service/education meetings will not occur during the months of July and August. Except Students.**

#### ARTICLE 17 - HOURS OF WORK

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

17.02

a) The normal work day shall be seven and one half (7 1/2) hours, **exclusive of a meal period and worked within an eight (8) hour period**, or two (2) four (4) hour shifts and the normal work week shall be thirty seven and one half (37 1/2) hours, or thirty eight (38) hours (for the four hour shifts), averaged over a two (2) week period (i.e. 75 or 76 hours in a 2-week period).

b) In the event the employer foresees the need to institute hours outside of the accepted seven and one half (7.5) hour and the four (4) hour shifts, prior to implementation, the Home will discuss these needs with the Union.

c) The single Registered Practical Nurse on duty will be paid eight (8) hours whenever she is in charge of the shift.

17.03 The meal period shall be an uninterrupted period unpaid of one-half (1/2) hour, except in cases of emergency. Employees who wish, may leave the premises during an unpaid meal period provided they receive permission from the supervisor upon leaving.

17.04 A Master schedule shall be established to suit the needs of the home and to provide maximum reasonable work time for the employees. Schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Employer two (2) weeks in advance of posting the schedule. The following guidelines shall be reasonably followed, if possible:

**FOR FULL-TIME EMPLOYEES:**

- a) maximum number of weekends off
- b) minimum number of split shifts
- c) maximum number of consecutive days off
- d) no more than three (3) short changes per schedule
- e) minimum number of shift changes per schedule
- f) no more than five (5) consecutive shifts worked

**FOR PART-TIME EMPLOYEES:**

- (a) The maximum number of week-ends off.
- (b) The minimum number of split shifts.
- (c) The maximum number of consecutive days off.
- (d) The maximum time possible between shift changes.
- (e) The minimum number of shift changes.
- (f) The minimum number of consecutive shifts.
- (g) The minimum rotation of shifts.

Items "D" and "F" for both above groups may be waived in writing by the employee.

Once a year, the Employer will remit a photocopy of the master schedule to the union president.

17.05 Employees shall be entitled to two (2) fifteen (15) minute rest periods in each seven and one half (7 1/2) hours of work and one (1) fifteen (15) minute rest period in each four (4) hours of work.

The Employer shall maintain a call-in list. Employees shall inform the employer in writing of their specified availability and they will be called for available work in order of their seniority. A record will be kept of the calls and shall indicate "no answer" for no answer and "message left" for answering machine; neither shall count towards work refusal.

#### 17.06 - OVERTIME

All hours worked in addition to an employee's regularly schedules daily or weekly hours, as defined in Clause 17.02(a), shall be considered as overtime hours worked. However, this does not include shift changes between employees, or work on a paid holiday as provided in Article 18.

Hours worked after 7.5 hours in a day by both part-time and full-time employee's, shall be paid as overtime. In addition all hours over 75 hours biweekly shall be considered as overtime hours worked.

It is agreed that the employees shall not claim any overtime for the 15 minute report time required prior to the start of a shift.

17.07 (a) Overtime shall be compensated at the rate of time and one half (1 1/2) the employee's straight time hourly rate.

(b) An employee who is changed shifts and is not given at least twenty-four (24) hours prior notice will be paid time and one half (1 1/2) for the first shift. This article applies only to full-time employees.

17.08 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

17.09 There shall be no pyramiding or duplication of benefits or premium rates.

17.10 Where an employee is authorized or required to work for a period of at least two (2) hours duration beyond the normal shift period, he will be given a rest period of fifteen (15) minutes.

17.11 Overtime shall be awarded on a seniority basis. In the event the Home is unable to obtain sufficient personnel who are willing and qualified to perform such work, the Home shall have the right to schedule employees qualified to perform the work.

17.12 Employees presently on a permanent day, evening or night shift, may remain on such shift. An employee may apply for permanent day, evening or night shift should a vacancy occur.

17.13 Employees may exchange shifts with the approval of the Home if there is no increase in cost to the Home. Employees shall be responsible for finding their own replacements. The replacement employee becomes responsible for the shift.

#### 17.14 - SHIFT PREMIUMS



a) A shift premium of twenty-eight (28) cents per hour will be paid to all Registered Practical Nurse for each hour worked outside the hours of 9:00 a.m. to 5:00 p.m. whenever the Home requests the Registered Nursing Assistant to rotate her shift.

b) A night shift premium of twenty-eight (.28) cents per hour will be paid for all hours worked between 22:00 hrs and 06:00 hrs.

c) A weekend premium of fifteen (.15) cents per hour worked between the hours of 2200 hrs Friday and the end of the shift ending on or about 2200 hours Sunday.

#### ARTICLE 18 - PAID HOLIDAYS

18.01 The following paid holidays, regardless of when they fall, will be granted with pay to all employees:

New Year's Day	Day after New Year's (Jan.2)
Good Friday	Easter Monday
Victoria Day	Dominion Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day (Dec 26)

18.02 When an employee is required to work on a paid holiday as described herein, he shall be entitled to payment as per article 18.01 (the employee's regular day's pay) and be paid in addition thereto at the rate of time and one half (1 1/2) for all hours worked that day.

18.03 An employee does not qualify for a paid holiday if the employee:

- (a) does not earn wages on twelve days of the four weeks preceding the holiday;
- (b) does not work his scheduled regular day of work preceding or following the holiday without reasonable cause;
- (c) having agreed to work on a public holiday, does not report for and perform the work without reasonable cause;
- (d) is employed under an arrangement where he may elect to work or not when requested to do so. Public Holiday benefits apply to full-time, part-time, and student employees.

If an employee has not met the above requirements, the holiday pay will be calculated as follows:

The total number of hours earned in the 4 weeks preceding the holiday, divided by 20, equals the hours paid in addition to the rate of time and one half (1 ½) for all hours worked that day.

18.04 The regular rates of wages of an employee whose hours of work differ from day to day, or who is paid on a basis other than time, shall be the average of the employee's daily earnings exclusive of overtime for the days worked in the thirteen (13) week period immediately preceding a public

holiday.

Where a public holiday falls upon a working day for an employee, the Home may with the agreement of the employee or employee's agent, substitute another working day for the public holiday, which day shall not be later than the next annual vacation of the employee, and the day so substituted shall be deemed to be the public holiday.

If the holiday falls on a non-working day, the employee shall be given another normal working day off with pay, or if the employee agrees, the Home will pay the employee the regular wage for the public holiday. If a qualified employee does not have a substitute arrangement and works on a public holiday, the employee must be paid at least time and one half (1/2) the regular rate for those hours worked, in addition to the employee's regular day's pay for that public holiday.

#### ARTICLE 19 – VACATIONS

19.01 The vacation year shall be from the anniversary date of hiring.

19.02 Employees with less than one (1) year of service shall accumulate vacation credits on the basis of two (2) weeks per year of service up to a maximum of two (2) weeks. (i.e. one day for each month worked). Employees who have completed twelve (12) months of service as of the anniversary date shall be entitled to two (2) weeks of vacation with pay. Therefore, vacation entitlement shall be based on the number of full completed years of service accrued within the vacation year and shall be calculated on the following basis:

Less than 1 year – one day per month with pay equal to four (4%) per cent of earnings during the months prior to the employee's anniversary date of hire.

Two (2) weeks after one (1) complete year at four (4%) percent of earnings during the twelve (12) months prior to the employee's anniversary date of hire.

Three (3) weeks after three (3) complete years at six (6%) percent of earnings during the twelve (12) months prior to the employee's anniversary date of hire.

Four (4) weeks after **eight (8)** complete years at eight (8%) percent of earnings during the twelve (12) months prior to the employee's anniversary date of hire.

Five (5) weeks after seventeen (15) complete years at ten (10%) percent of earnings during the twelve (12) months prior to the employee's anniversary date of hire.

Six (6) weeks after twenty three (23) complete years at twelve (12%) percent of earnings during the twelve (12) months prior to the employee's anniversary date of hire.

**The employer will offer the employees who have been employed 35 years or more an extra week of vacation, or vacation pay, in the 2016 vacation year.**

19.03 Vacation leave shall be granted at a time agreeable to both parties. In the event that there is a conflict as to the selection of vacation periods between individual employees, the Home shall,

where possible, grant the choice of the most senior employee provided that such employee has complied with the requesting procedures. The employees must indicate their choice prior to May 1st of each year and the Home must post the vacation schedule no later than June 30th. of each year. The vacation schedule cannot be changed without the employee's agreement once posted.

19.04 Vacation rates of pay for employees who leave their employ prior to the completion of six (6) month's service shall be dealt with in accordance with provisions of the EMPLOYMENT STANDARDS ACT, R.S.O., 1970, as amended.

19.05 Should an employee be on sick leave prior to a scheduled vacation period, and the illness extends into the vacation period or if an employee is ill verified by a medical certificate during the vacation period, the employee shall be considered to be on sick leave until he returns to work when the vacation period will be rescheduled. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

In the event that an employee loses a sister, a brother, a parent, a spouse or a child and is still on scheduled vacation period, the employee may request the application of the bereavement leave. The period of scheduled vacation will be extended accordingly or be taken at a later date.

19.06 Should one or more holidays as set out in Article 18.01 occur during an employee's vacation, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off at a mutually agreed time.

19.07 In drawing up vacation schedules, it is recognized that work requirements must be given full consideration. The Home shall endeavor to meet the wishes of the individual employee, and in cases where vacation periods requested conflict, preference will be given to employees in order of seniority in the home.

19.08 An employee shall be entitled to receive his vacation in an unbroken period provided that the employee not take more than three (3) weeks vacation at any one time during the months of July, August and September. Where an employee is permitted to split his vacation provided he has given **seven (7)** days notice in writing prior to the schedule being posted, he/she may choose:

(1) to take single accrued vacation days.

(2) he shall be allowed to take the vacation period in full weeks.

19.09 Employees shall, upon giving at least fourteen (14) days notice in writing, receive their vacation pay which will coincide with regular pay periods.

19.10 Students shall be entitled to receive vacation payments at the rate of four (4%) percent of earnings only, such amount to be paid in accordance with article 19.09 in each year in accordance with Home policy. Relief Part-time (per 1.02c) shall receive vacation pay every pay.

19.11 Students shall receive their vacation pay, per Employment Standard Act, on every pay

## ARTICLE 20 - HEALTH AND WELFARE

20.01 Effective as soon as practically possible, pending approval from HRDC, the Employer will institute the following sick leave program. The following applies to full-time only.

01 Pay for sick leave is for the sole and only purpose of protecting full-time employees against loss of income and will be granted to all full-time employees on the following basis:

(a) Employees will accumulate sick leave credits at the rate of seven and one half (7.5) hours per one hundred and sixty two and one half (162.5) hours worked, up to a maximum of 12 days (90 hours). Sick leave shall accumulate for employees on probation, however such employee shall not be allowed to use sick leave credits until completion of the probation period. Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.

~~To be eligible for the paid sick leave, an employee shall notify management at least two (2) hours prior to a shift.~~

Any information provided by an employee calling in sick shall be kept confidential and only be disclosed to non-bargaining unit members as required for the efficient running of the facility.

(b) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds (66 2/3) percent of straight time wages on the next pay, following receipt of the EI pay stub. The Employer must file the Record of Employment within five (5) calendar days of notification of absence.

(c) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds (66 2/3) percent of scheduled straight-time wages lost, to a maximum of \$350 per week. Payments terminate at age 65.

(d) Weekly Indemnity plan for new employees to be effective on completion of the probation period and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employees Home or paid by direct deposit.

(e) In order to ensure there are no misuses of sick days and to discourage patterns of absenteeism, the Employer reserves the right to require a medical certificate. The Employer will not require a medical certificate for absences after the fact. When the Employer exercises its right to require a medical certificate, it shall advise the concerned employee ahead of time. The Employer agrees to pay for the medical certificate, not to exceed **\$40.00**. The Employer shall exercise discretion in making such requests.

(f) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least **three (3)** hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1-1/2) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.



20.02 - LIFE INSURANCE.

The Home agrees to provide a life insurance policy in the amount of ~~\$30,000~~ \$35,000 which shall be 100% paid by the Home.

~~Effective April 1, 2013 increase life insurance to \$35,000 remove.~~

20.03 - MAJOR MEDICAL WITH VISION CARE RIDER.

a) The Home will implement a major medical \$10.00/\$20.00 no co-insurance plan (including semi-private hospitalization coverage) 100% paid by the Home.

There will be a direct pay prescription drug card with 90% co-insurance, no deductible, no user fee, no maximum.

- Paramedical; \$750 combined.
- RN/RPN coverage; \$5,000

b) The vision care plan will pay up to \$200.00 for a two year period per family for prescription glasses or contact lenses.

**ADD: One paid eye exam for every two year period**

20.04 - Dental Plan

The Home will implement a dental plan comparable to Blue Cross Plan #9 or equivalent. It is understood that all full-time employees will participate unless they provide proof of insurance elsewhere.

Recalls; 9 month

20.05

The Employer will provide a benefit booklet to each employee enrolled in the benefits and will provide a copy of the benefit policy to the union upon request. Further details of the benefit plans will be found in the Carrier policy. It is understood and agreed that the Employer is only responsible for the payment of premiums and submitting completed paperwork to the Carrier. Any dispute with respect to an issue arising out of the policy is between the employee and the Carrier. The Employer will ensure that benefits prescribed in the Collective Agreement will be those covered by the Benefit Carrier.

20.06 - PENSION PLAN.

Each eligible employee covered by this collective agreement shall contribute from each pay cheque an amount equal to 4% of applicable wages to the District 6 Savings Plan. The Home shall match such contributions, the amount being 4% of applicable wages. The Home's contributions will be deposited into a money-purchase plan.



The definition of "applicable wages" for purposes of determining contributions to the Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

"Eligible employee" shall mean a full-time employee, in the bargaining unit, who has completed six (6) months of service.

The Home and Employee contributions shall be paid by the Home to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.

The Union acknowledges and agrees that other than making its contribution to the Plan as set out in this Article, the Home shall not be obliged to contribute toward the costs of benefits provided by the Plan or be responsible for providing such benefits.

~~An employee that was born in 1931 or before may choose not to contribute to the Pension Plan. The Home will also stop its contributions whenever the employee stops his.~~

#### **20.07 - VOLUNTARY PAYROLL DEDUCTIONS FOR USW DISTRICT 6 SAVINGS PLAN.**

- 1) The Company agrees to make a weekly payroll deduction for the District 6 Savings Plan, as per an employee's request. This clause applies to both full and part time employees.
- 2) The amount of payroll deduction will be made from the employee's pay cheque, and the amount deducted may be changed every 4 months (Jan. 1, April 1 and September 1). The amount of payroll deduction may be cancelled at any time.
- 3) The amounts deducted from the employee's pay cheques will be remitted to the District 6 Savings Plan monthly within 15 days following the month for which the deduction is made.
- 4) Each remittance shall include a list of names of employees on whose behalf remittances are being made, their employee badge number, their S.I.N.'s and the amount which the employee is voluntarily contributing.
- 5) The information referred to in Art. 4 will be made available to the Union upon request.
- 6) Cheques are to be made payable to; "Renaissance Investments", & mailed to;

Renaissance Investments  
Attn; Operations, Re; USW District Six Savings Plan  
1500 University Avenue, Suite 800  
Montreal, QC  
H3A 3S6.

## ARTICLE 21 - LEAVE OF ABSENCE

21.01 a) The Home may grant leave of absence without pay if an employee requests it, in writing, at least ten (10) working days in advance from the Administrator and if the leave of absence is for good and legitimate reason and does not unreasonably interfere with the efficient operation of the Home. The Home may waive the ten (10) days notice requirement in emergency situations where the employee could not foresee the need to request a leave.

b) Employees on approved leave of absence shall be entitled to the continuation of the Home's contribution to insured benefit premiums as follows:

For sick leaves, for the period of paid sick leave;

For jury/witness leave, the duration of the leave;

For pregnancy and parental leaves, the duration of the approved leave, to the maximum specified in the Employment Standards Act; upon expiration of said period, the Home will contact the employee to ask if they want to continue their benefits through the Home and be billed for them.

For leaves related to Worker's Compensation, up to a maximum of 12 months; upon expiration of said period, the Home will contact the employee to ask if they want to continue their benefits through the Home and be billed for them.

21.02 If required or approved by the Home, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.

### 21.03 - UNION LEAVE OF ABSENCE

Members of the Union, not exceeding four in number at any one time, shall be granted reasonable leave of absence without pay and without loss of seniority or benefits for Union business. In the event that more than one (1) employee requests a leave of absence at the same time, the Home and the Union shall co-operate to find replacements for two (2) employees, and the others will have to find their own replacement.

When leaves of absence are granted as per this article, the Home shall provide the employee with his regular salary and the local Union shall reimburse the Home the gross earnings on a monthly basis.

21.04 a) An employee who is elected or selected to work on a full-time basis with the International Union, the local Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to three (3) years or longer if mutually agreed.

b) When leaves of absence are granted as per this article, if requested, the Home will continue to provide the employee with his benefits for the duration of the leave of absence as long as the employee reimburses the Home all premiums on a monthly basis.

### 21.05 - TIME OFF FOR ELECTIONS

Where the shift schedules do not so allow, employees shall be allowed two (2) consecutive hours off in any Federal, Provincial or Municipal election, or referendum, without deduction from normal daily pay. All employees shall try to arrange their schedules in order to vote during non-working hours.

#### 21.06 - EMERGENCY LEAVE

Employees will be granted emergency leave without pay of up to thirty (30) days upon approval of the Home for urgent personal business such as sickness in the family.

#### 21.07 – Family Medical Leave

All employees have access to eight weeks of unpaid leave while caring for a gravely ill family member with a significant risk of death within 26 weeks.

### ARTICLE 22 - COMPASSIONATE LEAVE.

- 1) Following the day of death of a spouse, common-law spouse, same sex partner, parent, brother, sister, child or stepchild, an employee shall be granted leave of up to a maximum of five (5) continuous calendar days without loss of pay. Additional days off with or without pay may be granted by the Home.
- 2) Following the day of death of a father-in-law, mother-in-law, former guardian, grand parent, or grand- child, an employee shall be granted leave of up to a maximum of three (3) continuous calendar days without loss of pay. Additional days off with or without pay may be granted by the Home.
- 3) Following the day of death of a uncle, aunt, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, an employee shall be granted leave of up to a maximum of one (1) calendar day without loss of pay. Additional days off with or without pay may be granted by the Home.
- 4) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay or sick pay.
- 5) Such days are counted from the day of death. However, in the event that the funeral or memorial service is held at a later date, one of the paid bereavement days may be taken on that date.

### ARTICLE 23 - PREGNANCY AND PARENTAL LEAVE

#### 23.01 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

#### 23.02 Pregnancy Leave

(a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

(b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

© The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

(d) Notwithstanding Article 23.02 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five (75%) of the employee's regular weekly earnings.

Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the two (2) week employment Insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) 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 regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.



The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

23.03 An employee who does not apply for leave of absence under Article 23.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 23.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment and because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

23.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

23.05 An employee who intends to resume her Employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

23.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 23.05.

23.07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

23.08 Credits for service for the purpose of salary increments, vacations, or any other benefits included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

23.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under 23.10. The employee shall give the Employer at least two (2) weeks notice, in writing that she intends to take parental leave.

23.10

With respect to Pregnancy and Parental Leave, the Provisions of the Employment Standards Act, R.S.O. 2000.

Thirty-five (35) weeks of job protected parental leave if the child was born - or first came into the care, custody and control of the employee - on or after December 31, 2000. All other new parents can take up to thirty-seven (37) weeks of leave. As a result, if each parent of a new-born child effects to take the maximum allowable job protected leave at separate times, the newborn could have a parent at home for up to eighty-nine (89) weeks. (The 89 weeks include: 17 weeks of pregnancy leave {birth mother}, plus 35 weeks of leave {birth mother}, plus another 37 weeks of leave {other parent}.

If an employee is on parental leave and decides to resign before he or she returns to work, he or she must give at least four (4) weeks written notice to his or her employer.

#### ARTICLE 24 - PAID JURY OR COURT WITNESS DUTY LEAVE

24.01 The Home shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Home shall pay such an employee the difference between his normal earnings and the payment he received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received. The foregoing shall not apply to proceedings between the Home and the Union and/or any person represented by the Union. Where the employee involved is working on the night shift, he shall, for the purpose of this article, be excused, where necessary, on the shift immediately preceding the duty appearance.

#### ARTICLE 25 - MISCELLANEOUS

25.01 The Home and the Union agree to split 50/50 the cost of reproduction and translation of the collective agreement in a bilingual 3" X 5" pocket book format. The English version will be the official version.

25.02 Any mutually agreed changes to this collective agreement, when signed by a representative of the International Union, shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

25.03 The Home agrees to make available, at no cost to the employees, parking facilities on the premises of the Home.

25.04 The Home agrees to provide a reasonable number of lockers for the employees in each department.

#### 25.05 CORRESPONDENCE

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Administrator with a copy to the Unit Chairperson.

25.06 All agreements agreed upon and signed prior to approval of this contract shall become null and void upon the signature of this agreement.

#### 25.07 HUMANITY FUND

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

#### 25.08 TECHNOLOGICAL CHANGE

The Home will meet with the Union as required, to advise them of the general plans regarding technological change, as well as to discuss potential changes that are likely to affect security of employment or working conditions. Such meetings will be held as soon as possible prior to the implementation of any such change.

If an employee affected by technological change has the basic skill and ability he will be trained concerning the changes affecting his job.

#### 25.09 SMOKING LOCATION

The Employer shall endeavour to maintain the current outdoor smoking shelter, but the parties shall be governed by all Ministry of Health and Long Term Care guidelines and any Provincial legislation governing this matter.

#### 25.10 UNIFORM ALLOWANCE

All employees required by the employer to wear a uniform shall receive seven (7) cents per hour for all hours worked on each pay cheque.

#### 25.11 ERRORS ON WAGES

Any errors on wages shall be paid within seventy-two (72) hours of notification if the error is greater than day's pay. Errors of less than day's pay shall be corrected on the employee's next pay.

### ARTICLE 26 - RETIREMENT AND TERMINATION

26.01 When employment is terminated by the employee, he will give at least two (2) weeks notice in writing. Where it is necessary for an employee to terminate employment due to illness, accident or death in the family, then he shall give notice as soon as possible to the Home and the ordinary time limits for notice of termination shall be waived.

26.02 In case of the death of an employee, all monies owing to such employee shall revert to the estate of the employee.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Home shall provide space on the appropriate bulletin board upon which the Union shall have the right to post notices of interest to its members. A copy of all notices posted by the Union, will be hand delivered to the Administrator the same day it is posted. Management may have deleted anything found objectionable.

ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY

28.01 The Home and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness, and will abide by the Occupational Health & Safety Act, and the regulations thereunder for health care in residential facilities, as amended to 1995.

28.02 Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least two (2) representatives selected or appointed by the Union from amongst bargaining unit employees and may be matched equally by the Home.

28.03 The Joint Occupational Health and Safety Committee shall meet from time to time in accordance with legislation, inspect the workplace, identify potential dangers and hazards and make recommendations to the Employer for the health and safety of workers.

28.04. The Employer will provide information in accordance with the Occupational Health and Safety Act and applicable regulations in order to assist the Joint Occupational Health and Safety Committee in the fulfillment of their role.

The parties agree that if incidents involving aggressive residents action occur, such action will be recorded and reviewed at the Health and Safety Committee meetings. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

28.05 Meetings shall be held every second month or more frequently at the call of the Chair, if required. The committee shall maintain minutes of all meetings and make the same available for review.

28.06 Time off for such a representative shall be granted and the representatives shall be paid in accordance with legislation.

28.07 The Home and the Union agree to endeavour to obtain the full co-operation of the employees in the observation of all safety rules and practices.



#### 28.08 - TIME OFF FOR HEALTH AND SAFETY TRAINING

With the permission of the Administrator, a maximum of three (3) Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or benefits to attend up to two (2) educational courses/seminars per year by government agencies or Union, for instruction and upgrading on Health and Safety matters.

#### 28.09 - PROOF OF SAFE SUBSTANCE

No potentially hazardous substance shall be introduced into the work place for which a product data sheet has not been obtained and a copy of such data sheet shall be provided to the Health and Safety Committee.

#### 28.10 - HEALTH AND SAFETY REPORT, RECORDS AND DATA

The Home shall provide the members of the Health and Safety Committee with the details of every accident, incident or occurrence of an occupational disease that occurred at the work site in the previous month, and copies of the Employer's form 7.

#### 28.11 - ACCESS TO WORK PLACE

Members of the Health and Safety Committee may conduct an inspection of the work site at least once a month. No restrictions shall be placed on this inspection. In the event of an accident requiring attention by a Medical Doctor or an Occupational Health problem, a Union member of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

#### 28.12 - PROPER TRAINING

No employee shall be required to work on any job or operate any piece of equipment until he has received proper training and instruction.

#### 28.13 - INJURY PAY PROVISION

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his regular rate of pay, unless a doctor states that the employee is fit for further work on that shift. The Home will provide transportation to the hospital to any employee who so requests it and whenever his condition renders it necessary.

28.14 The Joint Committee will also be mandated to study and make recommendations concerning the environmental safety and efficiency of operations and to implement recommendations to help reduce waste and recycle as much as possible and to start a composting program.

28.15 Both the Home and the Union members of the Joint Committee shall receive the core certification training given by the Worker's Health and Safety Center.

28.16 In the event that Section 43(3) of the Occupational Health and Safety Act is revoked or changed the employer, for the term of this agreement will recognize an employee's right to refuse to perform work where he or she has reason to believe that the work as directed is likely to endanger himself, herself, or another person. It is understood and agreed however that no employee shall refuse work if such refusal endangers the life, health or safety of a resident. An employee has the right to refuse to perform work as defined in the present (as of November, 1998) Occupational Health and Safety Act.

The Home shall cover the cost of this training, as well as the employee's regular wages for the days spent in training, and other costs.

#### ARTICLE 29 - JOB DESCRIPTIONS

29.01 When a new position, classification or re-classification is established by the Home, the Home shall determine the rate of pay and notify the Union of the same.

If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10)

working days after receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to, resulting from such a meeting, shall be retroactive to the date that notice of the new rate was given by the Home.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within (30) calendar days of such meeting. The decision of the arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

## ARTICLE 30 - WAGES

### CALL-IN PAY

30.01 An employee who has left the premises of the Home after completing his full shift of work, and is then called to work, shall be paid time and one-half (150%) his regular hourly rate for all hours worked during this recall until the beginning of his regular shift, but in any case for not less than the equivalent of four (4) hours at his regular hourly rate.

### REPORTING FOR WORK GUARANTEE

30.02 Employees who are scheduled to report for any shift, will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work. This article does not apply to student employees.

30.03 The Home will pay salaries and wages bi-weekly by direct deposit into each employee's banking institution. Pay statements shall be issued every second 2<sup>nd</sup>. Thursday except when a paid holiday occurs during the pay week when the pay will be issued on Friday.

30.04 Any person claiming pay statements and cheques other than their own, must produce a current dated hand signed request from the employee whose name appears on the claimed pay statement and cheque.

30.05 Wages and classifications as set out and made part of this agreement are as per the attached Schedule "A".

### 30.06 - RETROACTIVITY

All wage increases are to be paid retroactive to November 1, 2011 to all employees for all hours worked without restriction or exception. Retroactive pay would apply to current, retired and former employees who have terminated employment since October 31, 2011 and will be paid on a separate cheque within one (1) month of ratification.

### 30.07

(a) Where an RN is absent from her normal shift, and the Employer temporarily assigns an

RPN to carry out the responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.

(b) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above – noted allowance will apply to an RPN who is deemed to be in charge of the building.

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



SCHEDULE "A"

**2013 LUMP SUM PAYMENT**

- Effective November 1, 2013, a lump sum payment of 1% of the hourly base rate for all hours paid for the period November 1, 2012 until October 31, 2013

Nov 01/2014

CLASSIFICATION:	<u>START.</u>	<u>IYR.</u>	<u>2YRS.</u>
HCA/PSW:	\$ 19.86	\$ 20.38	\$ 20.92
ACTIVITY AIDE:	\$ 19.86	\$ 20.38	\$ 20.92
SUPPORT & AIDE:	\$ 19.60	\$ 20.11	\$ 20.65
RPN:	\$ 23.85	\$ 24.48	\$ 25.14
MAINTENANCE:	\$ 22.36	\$ 22.98	\$ 23.64
COOK:	\$ 20.23	\$ 20.75	\$ 21.30
STUDENT:	\$ 12.11		

- Effective November 1, 2014, a lump sum payment of .07% of the hourly base rate for all hours paid for the period November 1, 2013 until October 31, 2014
- As required these increases are to be paid retroactively.

**2015 Wage Re-opener**

Retroactive payment shall be paid to all employees actively employed as of date of ratification within 3 full pay periods of the Employer receiving written confirmation of ratification, or award.

The above noted wage increases shall be effective the first full pay period following the above dates.

1. Present incumbent(s) who receive HCA/PSW premium but don't have HCA/PSW certificate will

continue to receive the HCA/PSW rate when working in nursing.

2. Part-time employees shall be paid for all hours worked in accordance with the above table plus: 9% of wages in lieu of the benefits payable for full-time employees, following the probation period. This in lieu pay is not applicable to students.

SHIFT PREMIUMS

A shift premium of twenty-eight (28) cents per hour will be paid to all Registered Practical Nurses for each hour worked outside the hours of 9:00 a.m. to 5:00 p.m. whenever the Home requests the Registered Practical Nurse to rotate her shift.

A night shift premium of twenty-five (.28) cents per hour will be paid for all hours worked between 22:00 hrs and 06:00 hrs.

\  
Effective July 1, 2005: a weekend premium of fifteen (.15) cents per hour worked between the hours of 2200 hrs Friday and the end of the shift ending on or about 2200 hours Sunday.

ARTICLE 31 - TERMINATION OF AGREEMENT

31.01 This agreement shall be binding and remain in effect from November 01, 2013 to October 31 2016, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to October 31, 2016 that it desires its termination or amendment.

Signed in L'Original this 8 day of June, 2015.

On behalf of the Union:

G. L. Larague  
Caroline Laugheon  
RICHARD LEBLANC  
[Signature]

On behalf of Management:

[Signature]  
LUCIE GOLDEN  
NICOLE DESJARDINS [Signature]

LETTER OF AGREEMENT

RE: Renewal of the Collective Agreement.

- 1) Further to our discussions, Clause 13.04(A)(5) is to apply to part-time employees. Full-time employees will accumulate seniority according to the past practice of the Home.
- 2) Pursuant to the Memorandum of Agreement, the Home agrees that should reduced hours be required as a result of reductions in funding or clientele, it will meet with the Union representatives to discuss the impact and alternatives of the reductions.
- 3) It is mutually agreed that the attached "Letter of Undertaking" be part of this Letter of Agreement.

Signed in L'Orignal, Ontario, on this day of, *8 June* 2015.




For the Employer

  
NICOLE DESJARDINS

LUCIE GOLDEN



For The Union

  
G. L. Proczko  
  
Caroline Laugel  


LETTER OF UNDERTAKING.

The Home hereby undertakes to replace nursing and program workers when an employee from either of these departments calls in sick.

It is understood that this policy will remain in place from this date until and as long as the Home receives an amount equal to or better than is presently paid under either the nursing or the program envelopes.

Signed in L'Orignal, Ontario, this 8 day of June, 2015.

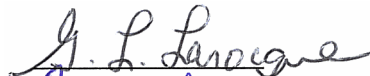
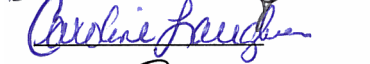

For the Employer

  
NICOLE DESJARDINS

LUCIE GOLDEN



For the Union

  
J. L. Larocque  
  
Caroline Levesque  




Letter of Agreement between the United Steelworkers of America and Resident Champlain

LETTER OF AGREEMENT.

For purposes of short changes, the night shift will be allowed to work night and evening shifts, on the same day, with no overtime charged to the company.

Signed in L'Original on the 8 day of June, 2015.




RICHARD LEBLANC



For the Union.



NICOLE DESJARDINS



For the Company.

## Letter of Understanding:

**Shift Exchange:** Those employees who mutually exchange shifts between each other with greater than 24 four hours notice shall complete shift exchange form and provide the completed form in the designated locked mailbox. If less than 24 hours notice the nurse/supervisor shall complete the form and deposit into the designated locked mailbox. (for clarity: the form shall be in both official languages)

**Shift Giveaway:** Employees may elect to give away shifts once the schedule is posted. The responsibility of finding a suitable replacement is that of the employee. The Employee shall follow the procedure below:

1. The giveaway employee shall complete a "shift giveaway" form signed by the employee making the request and the replacement employee. The employee wishing to give away a shift will canvass employees to find a replacement by using the most up to date seniority list and by calling those employees who are off work on the requested day. When such form is completed no later than **two (2)** working days prior to the commencement of the shift in question it shall be approved by the Director of Care and remitted to the scheduling clerk/Administrator.
2. No bi-weekly overtime will be incurred for giveaway shifts. Employees will not exercise this right more than twice per month or **sixteen** times per calendar year.
3. There shall be no give away shifts on weekends in July and August and on December 25, 26, January 1 and 2. In the event there are difficulties, the parties will meet and discuss at a duly called labour management meeting.
4. The Home will not be responsible for an employee who does not respect the seniority list. If the parties agree an employee has not respected the seniority list twice, such employee shall lose the privilege of giving away a shift.

Signed in L'Orignal, Ontario, this 8<sup>th</sup> day of June 2015

For the Union:

G. L. Larocque  
Caroline LeBlanc  
RICHARD LEBLANC  
[Signature]

For the Employer

[Signature]  
LUCIE GOLDEN  
NICOLE DESJARDINS [Signature]

LETTER OF AGREEMENT


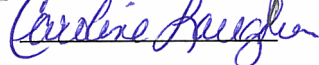
In order to accommodate as many employees as possible during the Holiday Season the following will be applied for the 2012 schedule;

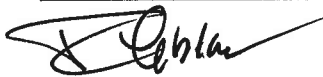
1. The Master Schedule will be maintained through the 2 week Holiday Season
2. Full Time and Part Time employees will submit the 2 respective stats they wish to be off during the Holiday Season by November 1<sup>st</sup> or the following Monday if it falls on a weekend
3. Employees are not obligated to take stats in blocks. For example an employee may request to be off on Christmas day and the day after New Years Day
4. The schedule will be drafted in considering the employees wishes by seniority
5. The original employee is obligated to work their shift if the replacement is sick, and if there's more than one (1) employee off which had asked to be replaced on the same classification and schedule, in this situation the employee with the lesser seniority will be required to work the shift.
6. Employees will have to make themselves available the other 2 stats even if they were off (according to master schedule) if the employer is unable to cover the requests of all employees.
7. If an employee has worked what would have normally been his/her day off (ref #7 above), such employee shall not be required to work more than 2 stats in total
8. Relief Part Time employees shall be scheduled to work 2 stat holidays during the Holiday Season, or more if they volunteer
9. The final schedule will be posted by November 15 or the following Monday if it falls on a weekend

After the 2012 Holiday Season, the parties will review the scheduling, determine if the above needs any changes and decide if the they wish to continue the above going forward.



Signed in L'Original, Ontario, this 8 day of June 2015

For the Union:

  
  
RICHARD LEBLANC



For the Employer

  
LUCIE GOLDEN  
NICOLE DESJARDINS  


LETTER OF UNDERSTANDING BETWEEN :

CHARTWELL CHAMPLAIN  
-And-

United Steelworkers

Without Prejudice and Precedence :

RE : Filling Night Shift Vacancy ;

It is agreed that the Home needs staffing at night

- 1) It is agreed if there is a vacancy at night the Home will first try to fill the shift by calling by seniority.
- 2) The next step will be asking the employee if they will work a double.
- 3) The company will allow the employee in #1 or #2 to cancel their next scheduled shift if they want to.
- 4) The next step will be to try to fill the shift by splitting the shift.
- 5) As a last resort the employer will replace with an RPN
- 6) In any of the above cases will be Overtime.

LETTER OF UNDERSTANDING BETWEEN :

CHARTWELL CHAMPLAIN  
-And-

United Steelworkers

Without Prejudice and Precedence :

Clarification of Article 19.00 Vacation

19.03 Is explaining that the vacation request should be handed into the Home before May 1<sup>st</sup>. These weeks are going to be awarded by seniority and the operations of the Home.

19.07 Is explaining that the Home will post the vacation schedule using the request that were made prior to May 1. If there are any conflicts then seniority will be used to solve.

19.08 Is stating that for unused vacation the request will be given on a first come first served bases.

With request that are more than 1 month away from the request date the Home will endeavor to respond within one (1) week.

When the Home has granted the employees vacation a copy will be given to the employee stating the vacation has been granted. No vacation will be denied once approved.

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