

Collective Agreement

BETWEEN

COLLEGIATE HEIGHTS RETIREMENT HOME  
hereinafter called the 'Employer'

and

THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) ON  
BEHALF OF ITSELF AND ITS LOCAL 8748

hereinafter referred to as the "Union"

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## ARTICLE 1 - INTERPRETATION

1.01 Defined Terms - Unless otherwise expressly defined or otherwise required by the context, the following words and phrases shall have the following meanings when used in this Agreement:

- (a) "Act" means the Labour Relations Act of Ontario (S.O. 1995, c.1, Sch A') and all regulations and amendments thereto from time to time;
- (b) "Administrator" means the administrator and manager of the Home at any time and from time to time;
- (c) "Bargaining Unit" means all of the Employees of the Home who, for the purposes of this Agreement, shall be deemed to constitute a unit of employees appropriate for collective bargaining; as defined in (e)
- (d) "Benefit Plans" means the benefits and insurance coverage's described in Article 20 hereof;
- (e) "Employee" means all employees of 2006 Ontario Inc. c.o.b. as the Collegiate Heights Retirement Home in the city of Sault Ste. Marie save and except managers, persons above the rank of manager, office staff, sales staff, and clerical staff.
- (f) "Full Time Employee" means an Employee who is not a Probationary Employee and whose regularly scheduled hours are in excess of forty-eight (48) hours bi-weekly. It is also recognized that, were applicable, a Full Time Employee may be entitled to a lunch period and such lunch period shall be paid.
- (g) "Grievance" means any difference between the Employer and any or all of the Employees arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable;
- (h) "Home" means the retirement home facility known and operated as Collegiate Heights Retirement Home and located at, 95 Fauquier Avenue, Sault Ste. Marie, Ontario;
- (i) "Length of Employment" means the date an employee is hired and/or the agreed to seniority list in 2004.

Full time and part time employees will accrue

seniority from the date of hire, once they have completed 400 hours probation. This seniority shall be used for job postings, promotions, demotions, layoff, recall, transfers and vacation selection, but not for vacation entitlement or advancement on the pay grid where 1800 hours will constitute 1 years work. 1800 hours worked = 1 year worked.

All of the following hours will be deemed as hours worked for the purpose of seniority, vacation entitlement and pay grid entitlement.

- Parental leave
- Bereavement leave
- Union leave
- Jury and witness duty
- Sickness for which benefits are paid
- Work related injury which benefits are paid

Part time Employee" means an Employee whose regular hours of work are scheduled by the Employer to be not in excess of forty-eight(48)hours bi-weekly.

Probationary employee means whose aggregate regular and overtime hours worked for the employer since the date of hire, has not yet exceeded 400 hours.

(j) "Sick Leave" means any period of time that an Employee is absent from any of his scheduled working hours by reason of illness or accident; not work related.

(k) "Union Local" means Local 8748 of the Union.

1.02 Purpose of Agreement - The purpose of this Collective agreement is to establish an orderly collective bargaining relationship between the Employer and the Employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees.

1.03 Headings, Gender and Number - The headings set forth in this Agreement are inserted for convenience and reference only and shall in no way define or limit the intent or interpretation of any of the provisions hereof. This Agreement shall be read and construed with all changes of gender and number of the party or parties referred to in each case as required by the context.

1.4 Loss of Pay - Unless expressly provided herein to the contrary,

(a) any reference in this Agreement to any right of

an Employee being exercisable without loss of pay shall be deemed to mean the exercise of such right without loss of pay and seniority;

- (b) any reference in this Agreement to any right of an employee being exercisable without pay shall be deemed to mean the exercise of such right without pay, but nevertheless, without loss of seniority.

## **ARTICLE 2 - RECOGNITION**

2.01 Bargaining Unit - The Employer recognizes the Union as the sole and exclusive bargaining agent of the Employees.

2.02 Applicable to All Employees - Unless otherwise specified, this Agreement is fully applicable to all Employees.

2.03 Conflicting Agreements Prohibited - No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.04 Non-Bargaining Unit Personnel - Persons who are not part of the Bargaining Unit, excluding Food Service Manager and Resident Service Manager, shall not perform any duties which are normally performed by Employees within the Bargaining Unit, except in emergency situations. If there arises any requirement for increased hours of work for duties normally performed by Employees within the Bargaining Unit, the Employer agrees that the same shall not be assigned or allocated to management, supervisors or persons above the rank of supervisor.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 Acknowledgment of Management Rights - The Union acknowledges and agrees that it is the exclusive right and power of the Employer, subject to the terms and conditions of this Agreement, to do or carry out the following:

- (a) hire, discharge, suspend or otherwise discipline employees and to direct, classify, transfer, promote, demote or lay-off employees;
- (b) maintain order, discipline and efficiency and make, enforce and alter, from time to time, reasonable rules and regulations to be observed by all employees, provided that such rules and regulations are not inconsistent with the provisions of this Agreement and copies are provided to the Union;

- (c) to manage and operate the enterprises in which the Employer is engaged in all respects and in accordance with its obligations including, without limitation, the location of machines and equipment to be used, the location and number of employees required from time to time, the qualifications of employees, the extension, limitation, curtailment or cessation of operations, the standards of performance for all employees and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

#### **ARTICLE 4 - NO DISCRIMINATION**

4.01 Discrimination Prohibited - The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to an employee's rights under the provisions of the Ontario Human Rights Code, nor by reason of their membership or activity in the Union.

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

5.01 The Company shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Unions Constitution.

.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen 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 International Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station `A`, Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115 will also be sent to the Union office at 68 Dennis Street, Sault St. Marie, Ontario, P6A 2W9.

- .03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a. A list of names of all employees from whom dues were deducted and the amount of dues deducted;
  - b. This information shall be sent to both Union addresses identified in article .02 in such form as shall be directed

by the Union to the Company.

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

.05 The Company, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

5.02 Employee Lists - Upon request made by the Union the Employer agrees to provide to the Union the names and addresses of each Employee as then currently disclosed by the Employer's records.

#### **ARTICLE 6 - LABOUR/MANAGEMENT COMMITTEE**

6.01 Mandate and Procedures - Where issues arise concerning the efficient and practical operation of the Home or the Bargaining Unit or the general working conditions of the Employees or the relationship between the Employer and the Employees generally, and it is determined by any party, acting reasonably, that it would be beneficial for any or all such issues to be discussed at a meeting (a "labour/management meeting") between the Employer and the Employees, the following provisions shall apply:

- (a) a labour/management meeting may be called at the request of the Employer, the Administrator or the union;
- (b) each request for a labour/management meeting will be made in writing and shall include an agenda of matters proposed to be discussed, which matters shall not include any matters that are properly the subject of negotiations for the amendment or renewal of this Agreement;
- (c) equal numbers of representatives for each of the Employer, the Union, the Union Local and the Bargaining Unit shall be entitled to be present at any labour/management meeting;
- (d) each such labour/management meeting shall be held at such time and place as is mutually satisfactory to the parties;
- (e) any Employee attending a labour/management meeting during his regularly scheduled hours of work shall be entitled to attend such meeting without loss of pay;

- (f) the Bargaining Unit shall at all times be entitled to have representation on its behalf by the Union and/or the Union Local;
- (g) labour/management meetings will be held not less frequently than quarterly and not more than six (6) times per year, unless otherwise agreed in writing between the Administrator and the Chief Steward.

## **ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS**

7.01 Bargaining Only With Union - The Employer shall not bargain with or enter into any agreement with any Employees or group of Employees in the Bargaining Unit. No employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper written authorization of the Union or the Union Local.

7.02 Bargaining Committee - The Employer will recognize the Bargaining Committee of the Bargaining Unit as the committee authorized by the Union to enter into any negotiations with the Employer for any amendment or renewal of this Agreement. The Bargaining Committee shall be elected or appointed and consist of not more than two (2) Employees (not more than one(1) from each department). The Union will advise the Employer in writing of the Employee members of the Bargaining Committee.

7.03 Union Representatives - The Union and the Bargaining Committee shall have the right at any time to have the assistance of representatives of the Union when meeting or negotiating with the Employer. The Employer shall have the right to request the presence of a representative of the Union or the Union Local when meeting or negotiating with the Bargaining Committee. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall be not unreasonably withheld.

7.04 Employee Attendance - Up to two (2) employee members of the Bargaining Committee shall have the right to attend negotiating meetings with the company without loss of pay; provided that any such Employee shall only be entitled to be paid for those hours in attendance at negotiating meetings which fall within the regularly scheduled work hours of such Employee. Employees shall be paid for the aforementioned hours, including conciliation proceedings but excluding any arbitration proceedings.

7.05 Amendments to Agreement - Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedures.

## ARTICLE 8 - GRIEVANCES

8.01 Grievance Committee - The Employer will recognize the Grievance Committee of the Bargaining Unit which will consist of the Chief Steward and one other Steward of the Bargaining Unit, neither of whom shall be Probationary Employees. The Employer shall be advised of the names of the members of the Grievance Committee and shall be notified of any changes thereto from time to time.

8.02 Stewards - The Union shall notify the Employer in writing of the name of each Steward and the Department(s) he represents and the name of the Chief Steward before the Employer shall be required to recognize such persons as stewards of the Bargaining Unit. The Union may appoint a maximum of two(2) Stewards, one (1) of whom shall be the Chief Steward.

8.03 Assistance by Stewards - Every Employee may be assisted by his Steward in preparing and presenting any Grievance of such Employee in accordance with procedure set out in this Article 8. A Steward must obtain permission from his immediate supervisor before absenting himself from his duties in order to deal with grievances and such permission shall not be unreasonable withheld. Time spent by Stewards at grievance meetings shall be without loss of pay.

8.04 Grievance Procedure - The Employer and the Union, on behalf of the Bargaining Unit and the Employees, hereby covenant and agree to at all times make earnest and best efforts to settle any Grievance fairly, promptly and in accordance with the following procedure:

Step 1 Upon the occurrence of a Grievance, the aggrieved Employee must first make his best efforts to discuss the same with his Department Head in a reasonable and good faith attempt to resolve the same. The department head shall provide the employee with a response within three (3) days of the grievance.

Step 2 If unsuccessful at Step 1, the aggrieved Employee and his representative may submit his Grievance specifying the article or articles in violation in writing to the Administrator or designate, within seven (7) days after the answer in Step 1. This does not limit the Union's ability to file on behalf of the Employee. The aggrieved Employee and any designated Union representative of the Union shall meet with the Administrator and Department Head or designate, within 7 days of receipt of the written grievance. Any party entitled to attend such meeting shall be entitled to request assistance from one or more representatives of the Union and/or the Union Local. The Administrator or his designate shall render his decision on the

grievance in writing within seven (7) days after the meeting.

Step 3 If unsuccessful at Step 2, either the Union representative, or the employer may request arbitration in accordance with the provisions set forth in Article 8.05 hereof.

By agreement of the parties any unresolved grievance may be forwarded to a mutually agreed upon mediator / arbitrator for resolution.

8.05 Request for Arbitration - When either party requests that a Grievance or Policy Grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement within thirty (30) days after the date that the Administrator's decision in Step 2 of paragraph 8.04 was rendered or should have been rendered.

8.06 Appointment by Arbitrator - The parties will appoint a single arbitrator or if agreed upon, use a three (3) person Board of Arbitration. The arbitrator shall be selected from the following list on a rotational basis in alphabetic order to hear grievances referred by the parties.

- (a) Peter Barton
- (b) Gail Brent
- (c) Kevin M. Burkett
- (d) Jane Devlin

Should an arbitrator be unable to provide a hearing date within sixty (60) days of the date of referral to arbitration, the parties may mutually agree to extend the sixty (60) day hearing date or refer the case to the next arbitrator on the list. The arbitrator so by passed will not be selected again until such time his or her name comes up again the normal rotation.

8.07 Decision Conclusive - The decision of the arbitrator shall be conclusive, final and binding on the Employee, the Union and the Bargaining Unit or the Employees involved, as the case may be. The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions; however, the arbitrator shall have the power to dispose of any Grievance or Policy Grievance by any arrangement which he deems just and equitable.

8.08 Arbitrator's Costs - Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

8.9 Policy Grievances - A question of a general nature as to the meaning or application of the provisions of this Collective Agreement, including any question as to whether a matter is arbitrable may be treated as a Policy Grievance and submitted in writing at Step 2 of the Grievance Procedure. Policy Grievances must be filed within twenty-one (21) days after the occurrence of a fact or event, which such question is based and shall state the specific clause(s) allegedly violated.

8.10 Employer Grievance - Any grievance filed by the company claiming that the Union has violated the provisions of this agreement may be filed as a grievance of a general nature at Step 2 of the Grievance Procedure within twenty-one (21) days after the occurrence of the fact or event upon which such grievance is based and processed in accordance with articles 8.04, 8.05, and 8.06.

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

9.01 Disputed Discharge - A claim by an Employee (other than a Probationary Employee) that he has been unjustly discharged, suspended or disciplined shall be treated as a Grievance, provided such Grievance is lodged with the Employer by the Union within seven (7) working days after the discharge, suspension or discipline. Every such Grievance shall be initiated at Step 2 of paragraph 8.04. All matters of discharge, suspension and discipline shall be reduced to writing with copy to the Employee concerned and the Union.

9.02 Discharge of Probationary Employees - The discharge discipline or termination of employment of a Probationary Employee shall not be the subject of a Grievance and/or arbitration pursuant to the provisions of this Agreement. A Probationary Employee shall be considered as being employed on a trial basis and may be discharged, disciplined or have his employment terminated without bad faith or discrimination. The parties agree that the probationary period affords the Employer an opportunity to assess the Employee and that a lesser standard will apply to the release of an Employee during the probationary period than that which applies to the discharge of an Employee who has attained seniority.

9.03 Reprimands - Letters of reprimand shall not be used against an Employee at any time after the expiry of eighteen (18) months following a suspension or disciplinary action provided there has been no further suspension or disciplinary action taken against the Employee within such eighteen (18) month period. The parties agree that all disciplinary action with respect to resident abuse will permanently remain on the Employee's personnel file.

9.04 Employee Records - At the time of an Employee's evaluation review, he shall be given a copy of the same. Upon request to the Administrator, and at a mutually agreeable time, the Employee may view the following documents, if available, in his personnel file:

- (a) application form;
- (b) annual evaluation;

- (c) disciplinary records;
- (d) medical reports.

No Employee shall be entitled to remove or take copies of any documents in his personnel file. All Employees will be given a copy of any document they sign for their own record.

Employees may request a copy of any record in their personal file. Access to an Employee's file will be given when there is a legitimate need only.

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

10.01 Basis of Determination - Existing Employees seniority is based on the agreed to attached seniority list. The seniority of any future Employee in relation to any other Employee or all or any group of Employees in the bargaining unit shall be determined on the basis of the length of employment of such Employee. When two (2) or more Employees are hired on the same day, a lottery draw by the Company and the Union will be done to determine their seniority.

10.02 Application - Seniority shall be used as a factor in determining preference of priority for promotion, transfers, demotions, lay-offs, permanent reduction of the work force and recall. In cases of promotions (other than to positions excluded from the Bargaining Unit), demotions or permanent transfer of Employees, when two (2) or more Employees are qualified in all other respects, seniority shall govern.

10.03 Completion of Probationary Period - Upon completion of his probationary period, each Employee shall receive credit for all seniority accumulated while he was a Probationary Employee and shall thereupon become entitled to all benefits subject to the terms and conditions of this Agreement and the benefit insurance plans.

10.04 Seniority Lists - The Employer shall prepare and maintain a seniority list for all Employees in the Bargaining Unit showing the length of employment of each Employee. The list shall be posted on the bulletin board in January of each year showing seniority as at December 31 of the previous calendar year. Within thirty (30) days after posting of the seniority list, Employees shall have the opportunity of questioning their own individual seniority standing, and if an amendment is deemed necessary, the amendment as posted shall be deemed to be correct and final. Copies of the seniority list and all amendments thereto shall be forwarded to the Union Local.

10.05 Departments - For the purpose of this Agreement, the following Departments shall be recognized:

- (a) Dietary
- (b) Nursing

Notwithstanding that each Employee is intended to be hired on the basis of his assignment to a particular department, it is understood and agreed that the Employer shall be entitled to request that any Employee in the Bargaining Unit provide occasional assistance as may be needed at any time and from time to time in any other department which is not the department wherein such Employee accumulates the majority of his regular hours worked.

10.06 New Positions - When new positions are created and when vacancies occur or hours increase which the Employer requires to be filled, they shall be posted by the Employer for five (5) working days as follows:

- a) In the department where the vacancy occurs. When a full time and part time position becomes available at the same time, the full time position will be posted and filled prior to the part time job being posted. The posting will indicate the available line on the schedule;
- b) If no applicants, the job will be posted for a further five (5) days and shall be open to all members of the bargaining unit;
- c) The Employer shall post the names of the successful applicant within ten (10) days after the position(s) being filled;
- d) No outside advertising for any job vacancies shall be placed until the job vacancy has been posted. Where there are no successful applicants, the Employer may obtain personnel from outside the Bargaining Unit;
- e) A copy of all job postings and the names of the successful applicant(s) will be given to the unit chair.

10.07 Break of Seniority - An Employee shall lose all seniority and his employment shall be deemed to be terminated if he:

- (a) quits;
- (b) retires;
- (c) is discharged and is not re-instated by way of a process which can be reasonable considered to be a continuum of the period of employment from

which such Employee was discharged (it being understood that re-hiring of the same Employee after proper discharge will not be considered to be re-instatement);

- (d) fails to return to work after completion of a leave of absence;
- (e) utilizes a leave of absence for purposes other than those for which the leave may have been granted;
- (f) is laid off for a period of more than twelve (12) months.

10.8 Lay-offs and Recalls - Employees shall be laid off in the reverse order of their seniority, provided that the remaining Employees are qualified to do the work which is available. Employees shall be recalled in reverse order of lay-off, provided that such employees are qualified to do the work which is available. No new Employee shall be hired until those laid off have been given an opportunity of recall, subject to the Employee having the necessary qualifications to perform in the classification. Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure set out in paragraph 8.04.

- (a) In the event of a reduction in force or a reduction in scheduling hours Employees on the job affected will be permitted to bump Employees who are junior to them on the seniority list as proposed.

The Union representative will assist the management in implementation of the proper bumping procedure.

If an error is made in the procedure it will be corrected in the next schedule.

10.9 Transfers Out of Bargaining Unit - No Employee shall be transferred to a position outside of the Bargaining Unit without his consent. If an Employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority for a period of 60 days.

#### **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

11.01 Temporary Positions - The Employer shall not be prevented from temporarily filling any position. The Employer shall post temporary vacancies which the Employer requires to be filled and have an expected duration of sixty (60) days or more.

Employees who are successful applicants for temporary vacancies through the job posting process or otherwise shall be returned to their former positions and schedules upon completion of such temporary vacancies. 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).

11.02 Trial Period - The successful applicant on any job posting shall be given sixty (60) days to acquaint himself with the duties of the job. If after such time the applicant proves unsatisfactory in the position or if the applicant requests, he shall be returned to his former position and salary rate and any other Employee promoted or affected as a result of the rearrangement of positions shall also be returned to his former position and salary rate.

11.03 Training - Training and orientation as determined by the Employer will be provided to new employees and Employees who transfer to other jobs within the Bargain Unit.

11.04 Employment Status - When a part time Employee temporarily replaces a full time Employee, the part time Employee shall continue part time Employee status.

## **ARTICLE 12 - HOURS OF WORK**

12.01 The regular working hours for all Employees covered by this agreement shall be eight (8) hours per night shift, inclusive of a thirty (30) minute meal period, and forty (40) hours per week while working alone.

The regular working hours shall be seven and one-half (7 1/2) hours per day shift and afternoon shift exclusive of a thirty (30) minute meal period, and thirty seven and one-half (37 1/2) hours per week.

- 12.02
- a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Individual Employee requests for specific days off must be submitted to their supervisor one (1) week in advance of the posting of the schedule. All changes thereto shall be posted;
  - b) Schedules once posted will not be changed unless mutually agreed between the Employee and the Employer. Where the posted work schedule of a full time Employee is changed without providing the Employee one (1) day notice, then the Employee shall be paid at time and one half (1

1/2) for all hours worked on the changed shift;

Overtime rates will not be in effect where a fulltime Employee agrees to give up a scheduled shift, in order to work more hours on another shift that becomes available on the same day they were scheduled to work;

- c) The Employer will endeavor to schedule all full time Employees every other weekend off;
- d) When an Employee is required to change shifts, twelve (12) hours shall be allotted between shifts. If, however, an Employee is required to report on the second shift less than twelve (12) hours after finishing his first shift, the Employee shall be paid overtime rate for the period worked before the twelve(12) hours time allotted for shift changes has expired;
- e) An Employee scheduled for a shift of at least five (5) hours will be scheduled with a thirty (30) minute unpaid lunch period at a reasonable time within the shift;
- f) All Employees shall be entitled to a rest period of fifteen (15) consecutive minutes for every three (3) consecutive hours of work, such rest period to be taken in an area made available by the Employer;
- g) Notwithstanding anything otherwise contained herein, overtime will not be paid either as a result of an employee requested change in shift, or in a change over to daylight savings time from the standard time or vice versa or an exchange of shifts between two(2) Employees;
- h) It is understood that granting of requests for time off and exchanges of shifts are subject to the operations of the home;
- i) Only supervisors are allowed to change posted schedules;
- j) Mutual exchange - An Employee shall be allowed the trading of days off or shifts with another Employee of the same classification, subject to the approval of their immediate supervisor(s) and in accordance with the Employer's policy. Such mutual exchange shall be in writing and shall not require the Employer to pay overtime rate of pay or other premium pay set out elsewhere in this Agreement;

- k) Where possible, full time Employees will not be required to work split shifts;
  - l) Statutory holiday pay will not be calculated for the purpose of overtime pay when an Employee receives statutory holiday pay for their day off.

12.03 Shift Schedules and Changes - Shift schedules and all changes thereto shall be posted. The Employees who are to be affected by the schedule change shall be notified of the changes by their respective supervisor. Where one(1) day's notice of change in shift schedule is not given to a Full time Employee, he shall be paid overtime at the rate of time and one half (1-1/2) for the first shift worked by him in the new schedule.

### **ARTICLE 13 - OVERTIME**

13.01 Overtime Policy

- i) Overtime shall be paid at the rate of one and one half (1.5) times an Employees regular rate of pay for all hours worked in excess of 80 hours biweekly. Full time Employees will be paid overtime for hours worked beyond their regular scheduled shift and for hours worked on their scheduled day off.
- ii) The employer shall give as much advance notice of overtime as reasonably practicable.
- iii) Overtime shall be distributed as equally as possible amongst those employees who normally perform the work in question, taking into consideration their availability and wishes.
- iv) An employee required to work more than two (2) hours beyond their regular quitting time will receive an appropriate meal.

13.02 Set-off Prohibited - No lay-off shall be set off against accrued overtime and no Employee shall be required to lay-off during regular hours to equalize any overtime work.

13.03 Time Off in Lieu - Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate overtime rate at a time selected by mutual agreement between the Employee and his supervisor.

## ARTICLE 14 - PAID HOLIDAYS

- 14.01 a) Work on a Statutory Holiday will first be offered to senior Employees who would be normally scheduled that day provided they give management notice prior to the schedule being posted.

Applicable Days - The Employer recognizes the following days as paid holidays:

New Year's Day  
Good Friday  
1 Float day  
Victoria Day  
July 1st  
Civic Holiday in August  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

and any other day proclaimed as a statutory paid holiday by any governmental authority having jurisdiction.

14.2 Holiday Pay - Full time Employees shall receive his regular straight time hourly rate of pay for each of the holidays referred to in paragraph 15.01, without being required to perform work. To be eligible for pay on the above-named holidays, an Employee must have reported for work on the last regular scheduled work day prior to the holiday and the first regular scheduled work day following the holiday, unless the Employee has been excused with the permission of the Employer or on legitimate sick leave or vacation.

14.3 Part time Employees shall receive holiday pay, based on calculations, as per the Employment Standards Act.

14.04 Holiday Overtime - An Employee required to work on any of the above-named holidays will be paid holiday pay plus payment for the number of hours worked at the rate of time and one half (1-1/2) his regular straight time rate of pay.

14.05 Vacation Overlaps - In the event that one (1) or more of the paid holidays occur during an Employee's annual vacation, he shall be allowed the extra days off with pay at a time of mutual agreement between the Employee and his supervisor, but in any event within thirty (30) days of such paid holiday.

14.06 Day-off Overlaps - In the event that a paid holiday falls on a fulltime Employee's scheduled day off and he has qualified for holiday pay in accordance with Article 15.02, he shall be paid a day's pay or if mutually agreed, take an extra day off with pay at a time mutually agreed upon by the Employee and his supervisor, but in any event within thirty (30) days of

such paid holiday.

14.07 Time Off in Lieu - It is understood that lieu days will be paid out at the rate of pay in effect at the time the lieu day was earned. In the event of renewed collective agreement and retro activity has been negotiated or awarded, it shall be applied to the lieu day(s) if applicable.

14.08 Christmas and New Year's Day - It is agreed that under normal conditions, fifty percent (50%) of the Employees shall have Christmas Day off work and the remaining fifty percent (50%) of the Employees shall have New Year's Day off work. To the greatest extent possible, this shall be done by mutual consent of the Employees, provided that the decision of the Administrator shall be conclusive and final in that regard. In the event that there are too many requests for either Christmas/New Years day off, the deciding factor shall be bargaining unit seniority.

#### **ARTICLE 15 - VACATIONS**

15.01 Eligibility - In each calendar year, each Employee shall be entitled to receive vacation time, with vacation pay based on 2% for each week of vacation based on the gross earnings of the employee during the previous twelve (12) month period (January - December)

| <u>Length of Employment</u> | <u>Vacation Entitlement</u> |
|-----------------------------|-----------------------------|
| less than one (1) year      | None or as required by law  |
| one (1) year                | two (2) weeks               |
| five(5) years               | three (3) weeks             |
| <b>eight (8) years</b>      | four (4) weeks              |
| fifteen (15) years          | five (5) weeks              |
| twenty five (25) years      | six (6) weeks               |

Increased accrual for the transition year will begin in January of the year in which the Employee reaches his anniversary date so as the accumulate full accrual in the subsequent taking year of vacation entitlement.

15.02 Vacation Pay - Vacation pay will be 2% for each week of vacation based on the gross earnings of the Employee during the previous twelve (12) month period.

15.03 Vacation Time Non-cumulative - Vacations will not be cumulative from year to year and all vacations must be taken December 15th of the applicable calendar year. At the request of any Employee, the Employer may, at its discretion, defer up to one (1) week's vacation, which will be carried over to the next year's vacation entitlement. Management will advise the Union of the date in December that these vacations must be taken by. The date will be the latest date possible in December.

15.04 Increase of Eligibility - An Employee who reaches the next higher vacation entitlement will be allowed to take the additional week in the calendar year during which he reaches the required years of employment, provided that such additional week of vacation is taken after the applicable vacation eligibility date.

15.05 Requests for Vacation Time - Employees shall make their requests for vacation time to the Employer prior to April 1st in any calendar year. Employees who fail to do so shall have their vacation scheduled by the Employer. The Employer shall post a list for requests by January 15th of each calendar year.

15.06 Conflicting Requests - Vacations shall be scheduled by the Employer considering the seniority and the wishes of the Employees concerned, and when there is a dispute as to the same choice of dates between two (2) or more Employees, seniority shall govern.

15.07 Christmas Season Excluded - It is agreed that annual vacations shall not be permitted to fall within the period from December 15th to December 31st in any calendar year.

#### **ARTICLE 16 - Wellness Pay**

16.01 Notification - If and when any Employee requires Sick Leave, he shall so notify his supervisor or the Administrator as soon as reasonably possible, and shall make his best efforts to give such notice at least three (3) hours prior to the commencement of any scheduled shift for such Employee.

16.02 Medical Certificates - Every Employee shall provide to the Employer a medical certificate if required by the Employer, at no cost to the Employee, or other reasonable medical evidence issued or given by a duly qualified medical practitioner licensed to practice in the Province of Ontario in the case of Sickness by such Employee which:

- (a) continues for seven (7) or more consecutive days;
- (b) continues for two (2) or more consecutive days if requested by the Administrator in writing; and
- (c) immediately precedes or follows any scheduled vacation time or scheduled consecutive days off of two (2) or more days.

16.03 All full time Employees who have completed their probationary period will be credited with **one (1)** day per month to a maximum of **ten (10)** wellness days per year, to be paid out in the following year, in February.

16.4 Part time Employees will be credited with **one half (1/2)** day per month to a maximum of **six (6)** days per year, to be paid out in the following year, in February.

#### **ARTICLE 17 - LEAVES OF ABSENCE**

17.01 Bereavement Leave - In the event of a death in the immediate family of an Employee, such Employee will be granted a leave of absence, without loss of pay, for all hours that would have otherwise been worked by such Employee during any three (3) consecutive day period which commences on or before the date of the funeral and includes such date. The immediate family of an Employee shall be deemed to be limited to his spouse, common law spouse, same sex partner, son, daughter, brother, sister, father, mother, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

17.02 Personal Leave - For personal reasons and upon request in writing, an Employee may be granted a leave of absence for up to three (3) months without pay, loss of seniority or benefits. The decision of the Employer to grant such leave shall be made in writing and shall be made having regard to the effect that such leave will have on the efficient operation of the Home.

17.03 Union Leave - A leave of absence without pay shall be granted to any Employee for the purpose of his attendance at conventions, schools and seminars conducted by the Union without loss of seniority or benefits, provided that,

- (a) the Union gives the Employer at least two (2) weeks' notice in advance of the Employee's absence:
- (b) in the judgment of the Employer, the efficient operation of the Home shall not be affected by such leave:
- (c) there shall be no more than one (1) Employee from each department on any such leave at any one time;
- (d) no single Employee shall be granted more than two (2) weeks of such leave in any calendar year unless otherwise permitted in the sole discretion of the Employer; and
- (e) no such leaves of absence will be granted if any part thereof falls within the period of December 15th to December 31st in any calendar year.

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

a) Notifies the Retirement Home immediately on the Employee's notification that he will be required to attend court;

b) Presents proof of service requiring the Employee's attendance; and deposits with the Retirement Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof; up to thirty (30) days;

c) Total payments as outlined above not to exceed thirty (30) working days.

17.05 Education Leave - An Employee requesting an education leave will be granted at the sole discretion of the Company. Such leave will be without pay, or loss of seniority.

#### **ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES**

18.01 Pay Scales - The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each Employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions. If there is an error in the calculation of an Employee's remuneration exceeding fifty dollars (\$50.00), the Employee will be reimbursed as soon as reasonably practicable after having advised the Employer of the error. If any such error is equal to fifty dollars (\$50.00) or less, the Employee will be reimbursed on the next bi-weekly pay date.

#### **ARTICLE 19 - JOB CLASSIFICATION AND RECLASSIFICATION**

19.01 Creation and Amendment - Within sixty (60) days of the signing of this collective agreement, the Employer agrees to draw up job descriptions for all positions and classifications in the Bargaining Unit. These descriptions shall be provided to the Union.

## ARTICLE 20 - EMPLOYEE BENEFITS

20.1 Benefit Plans - Throughout the term of this Agreement the Employer shall take out and maintain the following benefits and insurance coverage's (the "Benefit Plans") in respect of all Employees in the Bargaining Unit who have been employed for six (6) months of continuous employment at the Home.

- a) Group Life Insurance - \$25,000.00 per Employee;
- b) Dental Care - 80% coverage to a maximum of \$1,500.00 per calendar year using current ODA fees;
- c) Extended Health Coverage, including prescription drugs (drug card plan).

20.02 Employer Responsibility for Premiums - The Employer shall be responsible for and pay the premiums charged for the Benefit Plans on the following basis:

- (a) for each full time Employee, the Employer shall pay eighty percent (80%) of the billed premium per Employee;
- (b) for each part time Employee, the Employer shall pay fifty percent (50%) of the billed premium per Employee;
- (c) the Employer shall be entitled to deduct from bi-weekly earning of each full time and part time Employee the amount equal to the billed premium per Employee minus the amount determined in accordance with sub-paragraph 20.02 (a) and (b) hereof;
- (d) the Benefit Plans shall not be provided for any Probationary Employee.

**The Employer will make a yearly presentation during working hours explaining benefits, entitlements and premium split and coinsurance.**

20.03 Continuation of Benefits - The Employer's contribution to the premium cost of the Benefit Plans shall continue when an

Employee is:

- (a) laid off for a period not exceeding three (3) months;

20.4 Administration of Benefit Plans - All of the benefits set out in the Benefit Plans shall be more particularly described and set forth in the respective plan documents or policies of insurance. Each Employee shall be solely responsible for resolving with the insurer(s) any disputes concerning the payment or provision or benefits under any of the Benefit Plans. The Employer shall not be responsible for any of the benefits payable or to be provided under the Benefit Plans or for resolving any disputes between any Employee and the insurer(s) of the Benefit Plans; however, the Employer will make its best offers to assist the Employees to adjust and settle any such disputes.

20.05 Waiver of Benefit Plans - Any Employee may waive the benefits available to such Employee under the Benefit Plans, of such benefits if permitted by the insurer(s) of the Benefit Plans, by giving written notice to that effect to the Employer in such form as may be required by the Employers or as may be prescribed by the insurer(s) of the Benefit Plans.

## **ARTICLE 21 - NO STRIKES OR LOCK-OUTS**

21.01 Strikes Prohibited - The Union hereby covenants and agrees that, for and during the term of this Agreement and for so long as the same continues to operate, none of the Union or any of its directors or officers, the Bargaining Unit or any of its Stewards or officials, or any Employee shall demand, call for, encourage or participate in any "strike" within the meaning of the Act.

21.02 Lock-outs Prohibited - The Employer hereby covenants and agrees that, for and during the term of this Agreement and for so long as the same continues to operate, none of the Employer or its officers or directors, the Administrator or any manager, supervisor, person above the rank of supervisor or other Employee of the Home not included in the Bargaining Unit, shall suggest, encourage, cause, participate in or approve any "lock-out" within the meaning of the Act.

21.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this agreement is not reached prior to the current expiration date, this agreement shall automatically be extended until consummation of a new agreement, or completion of the proceedings prescribed under the Ontario Labour Relations

Act, as amended, and the Hospital Disputes arbitration Act, as amended, whichever should first occur.

#### **ARTICLE 22 - TERM OF AGREEMENT**

22.01 Term - This agreement shall become effective on January 1, **2008**, and will remain in effect until December 31, **2009**, and shall continue in force from year to year thereafter unless either party gives written notice of termination to the other not less than sixty (60) days and not more than ninety (90) days prior to December 31st of each year commencing with the year ending December 31, **2009**.

22.02 Other Amendments - This Agreement may be amended at any time during the term hereof or any renewed term hereof by agreement in writing made between the parties.

#### **ARTICLE 23 - EMPLOYER SUCCESSION**

23.01 Agreement Binding Upon Successors - This agreement and all rights and obligations arising from same shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal personal representatives, successor and assigns.

#### **ARTICLE 24 MISCELLANEOUS**

24.01 Bulletin Board - The Employer shall provide a bulletin board upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to employees. The Union agrees that all notices, except notices of regular meetings or special meetings of the Union Local, must be signed by an officer of the Union and submitted to the Administrator or when the Administrator is not available, to his designate for approval prior to posting, which approval shall not be unreasonably withheld.

The parties agree that the following items will become part of a memorandum of understanding and will not be arbitrable.

24.2 Parking - Free parking facilities will be provided for the Employees.

24.3 Lockers - Lockers will be made available for the use of Employees. **The Employer will endeavor to assign lockers so that**

**smokers share with smokers and non-smokers share with non-smokers and kitchen staff and nursing staff do not share lockers.**

24.4 Designated Employee lunchroom.

24.5 Uniform allowance - one hundred and twenty dollars (\$120.00) per year for full time Employees and sixty (\$60.00) per year for part time Employees.

**24.05 Company will allow Local Union information to be faxed to Company office that needs to be posted by Union unit chair person.**

#### **ARTICLE 25 STEELWORKERS HUMANITY FUND**

The Company agrees to deduct on a weekly basis the amount of \$0.01 cents per hour from the wages of Employees in the Bargaining Unit for all hours worked prior to the fifteenth (15<sup>th</sup>) day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all Employees in the Bargaining Unit on whose behalf such payment has been made.

It is understood and agreed that participation by an Employee in the Bargaining Unit in the program of deductions set forth above may be discontinued by an Employee in the Bargaining Unit after the receipt by the Company and the Local Union of that Employee's written statement of her desire to discontinue such deductions from her pay which may be received within four (4) weeks of ratification of this Agreement or at any time thereafter.

**LETTERS OF UNDERSTANDING**

RE: Students

The parties agree that students shall only be used on a casual basis and shall only be called in for work in a department after the work has been offered to full time and part time Employees first.

All students will be paid in accordance with the effective Employment Standards Act.

**LETTER OF UNDERSTANDING**

Employees shall receive their vacation pay on the first pay in December and the 1<sup>st</sup> pay in June or if requested in writing on the pay immediately preceding their vacation.

Part time Employees will be allowed to take the equivalent number of days off that their vacation pay covers. They will be allowed to take any additional vacation time, at the discretion of the Employer, that is not covered with vacation pay off if requested at the time of booking vacations.

**LETTER OF UNDERSTANDING**

RE: SCHEDULING OF HOURS

The parties agree, as more hours of work become available, they will be distributed to part time Employees by seniority on an on going bases with the intent to create more full time jobs.

**WAGES**

All hours worked from January 1, **2008**, to signing of Memorandum Of Agreement will be paid to all Employees as retroactive pay as per above, within two (2) pay periods.

**SCHEDULE `A`**

|          | <u>Start</u> | <u>1800hr</u> | <u>3600hr</u> |
|----------|--------------|---------------|---------------|
| Jan 1/08 | \$13.39      | \$13.68       | \$13.93       |
| Jul 1/08 | \$13.56      | \$13.85       | \$14.10       |
| Jan 1/09 | \$13.73      | \$14.02       | \$14.28       |
| Jul 1/09 | \$13.90      | \$14.20       | \$14.46       |

Dated this        day of                    ,                    .

**COLLEGIATE HEIGHTS RETIREMENT HOME**

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**UNITED STEELWORKERS OF AMERICA**

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